City of Nampa
Regular Council Meeting
March 7, 2016
REGULAR COUNCIL WILL START AT 6:30 P.M.
PUBLIC HEARINGS START AT 7:00 P.M.

Call to Order and Pledge to Flag
Invocation – Pastor Keith Waggoner of the Grace Bible Church
Roll Call

All matters listed within the Consent Agenda are considered to be routine by the Council and will be enacted by one motion. There will be no separate discussion on these items unless a Councilmember or citizen so requests in which case the item will be removed from the Consent Agenda and placed on the Regular Agenda.

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

Consent Agenda
1) Minutes of the Regular Council Meeting of February 16, 2016, Special Council Meetings of February 11, 2016 and February 16, 2016; Airport Commission Meeting; the Nampa Bicycle and Pedestrian Advisory Committee Meeting; the Board of Appraisers Minutes; the Planning & Zoning Commission Meeting of February 9, 2016; the Library Board Meeting; IT Steering Committee Meeting
2) Bills
3) The City Council Dispenses With the Three (3) Reading Rule of Idaho Code § 50-902 for all Ordinances
4) Final Plat Approvals
   a) NONE
5) Authorize Public Hearings
   a) Modification of Annexation/Zoning Development Agreement for Timbercreek Development, LLC Regarding Four-Plexes for Timbercreek Subdivision for Horrocks Engineers/Wendy Shrief/Evans Trust
6) Authorize to Proceed With Bidding Process
   a) 6th Street North Roadway and Waterline Improvements Project
   b) Irrigation Water Quality Upgrades Project
   c) 2016 Transportation Master Plan Update
7) Monthly Cash Reports
8) Licenses for 2016-2017 (*All Licenses Subject to Police Approval*): **See Attached Liquor Renewal List**
9) Approval of Agenda

Communications
OAG ICAC Task Force
Canyon County & Intercounty Route Re-Structures - VRT
Audited Financials – Eide Bailly
Investment Report – Moreton & Co.

Staff Communications
Staff Report – Michael Fuss

Unfinished Business
1) First Reading of an Ordinance Modifying the Annexation/Zoning Development Agreement Between Brandt Properties, LLC and 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
2) First Reading of an Ordinance Annexing 2214 Sunny Ridge and Zoning to RS 6 for Charles Collier

3) First Reading of an Ordinance Annexing 4305 Airport Rd, 0 Airport Rd, and 4321 Airport Rd and Zoning to IL for Lanco, Inc. Representing Mission Aviation Fellowship
4) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Wastewater Hookup Fees, effective October 1, 2016
5) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Domestic Water Hookup Fees, effective October 1, 2016
6) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Domestic Water Hookup Fees, effective October 1, 2017
7) Adopt and Authorize Mayor to Sign Resolution Implementing Increase in Irrigation Water Hookup Fees, effective October 1, 2016
8) Adopt and Authorize Mayor to Sign Resolution Implementing Domestic Water Residential Meter Base Charge for Meters Larger than 3", effective March 7, 2016

New Business

1) Approval of an On-Premise Beer & Wine License for Pacific Sushi, 624 12th Avenue South (within 300 feet of the First Christian Church)
2) Notify Mayor & Council of the Ticketing Change from ENTA to ICT for the Civic Center
3) Authorize Mayor to Sign New Event Booking Contract for the Civic Center
4) Resolution for Budget Amendment for FY16
5) Approval and Authorize the Mayor to Sign Contract for 11370 Smith Avenue
6) Approve District Budget Factor Determination for Contract Service for Year 2017 from Nampa Fire Protection District
7) Authorize Mayor to Sign Contract with the West Valley Humane Society
8) Authorize Mayor to Sign Consulting Contract with Eide Bailly
9) Resolution Authorizing the Police Department to Dispose of a 2001 Powerlite Overhead Projector
10) Authorize the IT Department to Award the Police Body Camera Contract to the Winning RFP Respondent and Begin Contract Negotiations
11) Authorize Mayor to Sign Task Order for the Design of the Indian Creek Maintenance Project with TO Engineers for the Amount of $32,066 for Parks and Recreation
12) Authorize Mayor and Public Works Director to sign Task Order and Contract for the Storm Water Repairs – Taffy Dr. and 67 Peppermint Project with Mason and Stanfield, Inc
13) Authorize Mayor to sign Citywide Fuel Professional Services Contract Agreement with Gem Stop Co
14) Authorize Mayor to sign Public Highway At-Grade Crossing Improvement Agreement with UPRR for the 6th Street North and Waterline Improvements
15) Award Bid and Authorize Mayor to sign contract for the FY 16 Storm Drain Inspection Project with Pipeline Inspection Services, Inc.
16) Award Bid and Authorize Mayor to sign contract for the FY 16 Zone A Residential Chip/Crack Seal Maintenance Project with Emery, Inc.
17) Award Bid and Authorize Mayor to sign contract for the Pump Maintenance Projects (FY16)
18) Ordinance Correcting Ordinance 3081
19) Summary of Publication for Preceding Ordinance
20) Ordinance Correcting Ordinance 4219
21) Summary of Publication for Preceding Ordinance
22) Ordinance Correcting Ordinance 4222
23) Summary of Publication for Preceding Ordinance
24) Ordinance for Irrigation Annexation from Pioneer Irrigation District
25) Summary of Publication for Preceding Ordinance
26) Authorize Mayor and Public Works Director to Sign Task Order with Advanced Control Systems, LLC for Consultant Software Support Services for Ignition SCADA Upgrade at Water Division
27) Adopt and Authorize Mayor to Sign Resolution for Disposition of Property for Wastewater Division

28) Authorize Parks & Recreation Department to Purchase an Inclusive Playground Equipment for Lions Park
29) Authorize Mayor to sign Ordinance Creating Local Improvement District 161
30) Authorize Ford Idaho Center General Manager to Sign a Lease Renewal on Three Copiers
31) Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (c) to Acquire an Interest in Real Property Which is Not Owned by a Public Agency

Public Hearings

1) De-Annexation of a Narrow Strip of Land to Correct an Encroachment at 24 S Jarom Lane for Donald and Darla Larson
2) 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
3) Vacation of a Portion of the Right-of-Way of East Comstock Avenue Bordering 4104, 4108, 4114, and E Comstock Avenue for Alan Jacobsen Representing Joe Kane/St. Alphonsus Medical Center
4) Vacation of Alley and Right-of-Way Adjacent to 1220 S Ivy Street for Zenith Homes
5) Increase in Wastewater, Domestic & Irrigation Water Utility Hook-Up Rates & Fees
6) Intent to Create Local Improvement District 161 for City Utility Extensions and Connections

Adjourn

Next Meeting

- ***Regular Council at 6:30 p.m. – Monday, March 21, 2016 City Council Chambers***

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

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

REGULAR COUNCIL
February 16, 2016

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 removing item #9 Authorize Mayor to Sign Contract for Ticketing Software for the Civic Center and item #10 Authorize Mayor to Sign Contract for Event Booking Software for the Civic Center under new business.

MOVED by Haverfield and **SECONDED** by White to **approve** the **Consent Agenda with the above mentioned amendments; Council Minutes of February 1, 2016; and Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; and Airport Commission Minutes; Planning & Zoning Commission Minutes; Library Commission Minutes; IT Steering Committee Minutes; department reports, bills paid;** The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; **final and preliminary plat approvals**: 1) None; and **authorize** the following **public hearings**: 1) Rezone from DH to DV for 8 10th Ave So, 16 10th Ave So, 1012 1st St So amd 1014 1st 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; **Authorization to Proceed with the Bidding Process**: 1) None; and **2015-2016 Licenses**: (all licenses subject to police approval): **Chapala Mexican Restaurant #7**, 525 Caldwell Boulevard, on-premise liquor, beer & wine; **Greenhurst Chevron**, 3030 East Greenhurst Road, off-premise beer & wine; **Wing Nutz**, 1228 North Galleria Drive, on-premise liquor, beer & wine; **Ridgcrest Golf Club,** 3730 Ridgcrest Drive, on-premise liquor, beer & wine; **Landmark Café**, 3143 East Greenhurst Road, on-premise beer & wine; **Idaho Pizza Company,** 104 West Iowa, on-premise beer & wine; **Applebee's Neighborhood Grill &Bar,**1527 Caldwell Boulevard, on premise liquor, beer & wine; **Wing Stop,** 2025 12th Avenue Road #140, on-premise beer and wine (new and renewal); 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

Assistant Public Works Director Nate Runyan presented a staff report to update the council on current projects as follows:

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
Project Group A – Ewing	$12,494,000	$12,596,363	0.82%	$2,744,472	21.78%
Phase I Upgrades Contingency	$1,500,000	$1,397,637	N/A	N/A	N/A
TOTAL	$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 (MgCl2) when temperatures allow. If temperatures are below .25°F the MgCl2 will refreeze and cause more issues. The following highlights man hours and material used through 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		
Total Hours	**56.25**		
Water Issues			
MgC12		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		
Total Hours	**374.95**		
Water Issues		18,000	
MgC12		25,125	
Sand			547.50

The following Resolution was presented:

Nate Runyan presented a staff report explaining that this was a house keeping item that when the Resolution was approved for the rate increase that fees for outside the City limits was left out of the resolution.

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.**

MOVED by Skaug and **SECONDED** by Raymond to pass the **resolution** as presented. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **8-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry a request to **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.

Family Justice Center Criselda Delacruz presented a staff report explaining that the **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 3rd. 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.

MOVED by Haverfield and **SECONDED** by Bruner to **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. The Mayor asked all in favor say aye with all Councilmembers voting **AYE**. The Mayor declard the

MOTION CARRIED

Mayor Henry presented a request to **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.

Criselda Delacruz presented a staff report explaining that the **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 9th. 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.

MOVED by Haverfield and **SECONDED** by Bruner to **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. The Mayor asked all in favor say aye with all Councilmembers voting **AYE**. The Mayor declard the

MOTION CARRIED

The following Resolution was presented:

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

MOVED by Haverfield and **SECONDED** by Levi 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 **9-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request to **discussion** and/or action **on annexation** of **enclaved properties** with parcels under five acre, not in subdivisions.

Long Range Planner Karla Nelson presented a the following staff report:

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:

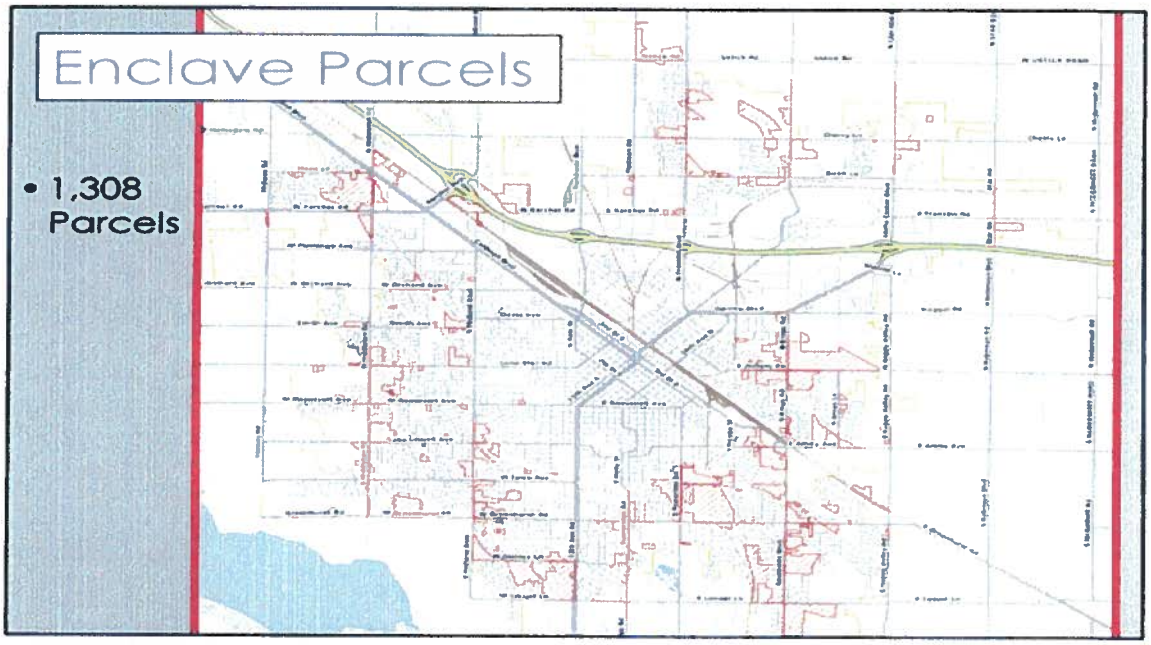
- The manner of providing tax-supported municipal services to the lands proposed to be annexed; and
- The changes in taxation and other costs, using examples, which would result if the subject lands were to be annexed; and
- The means of providing fee-supported municipal services, if any, to the lands 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 public hearing, for the lands proposed to be annexed

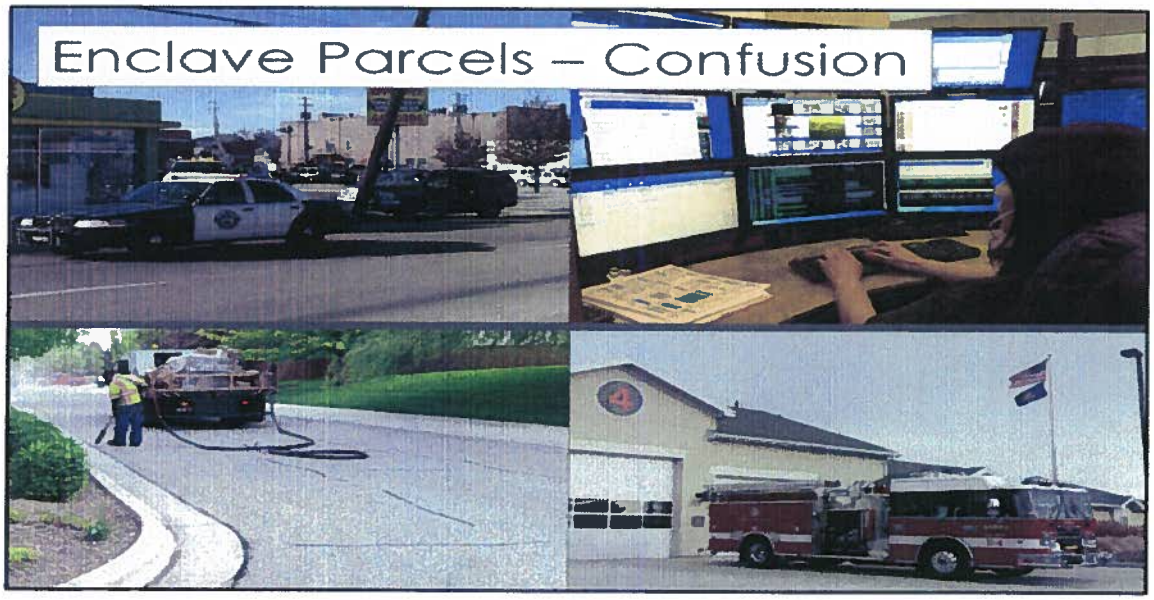
Upon completion of annexation plans public hearings can be scheduled and properly noticed for each annexation group. Public hearings will be scheduled for Planning and Zoning Commission and then for City Council. Notifications of public hearings are placed in the newspaper and are sent to each affected 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.





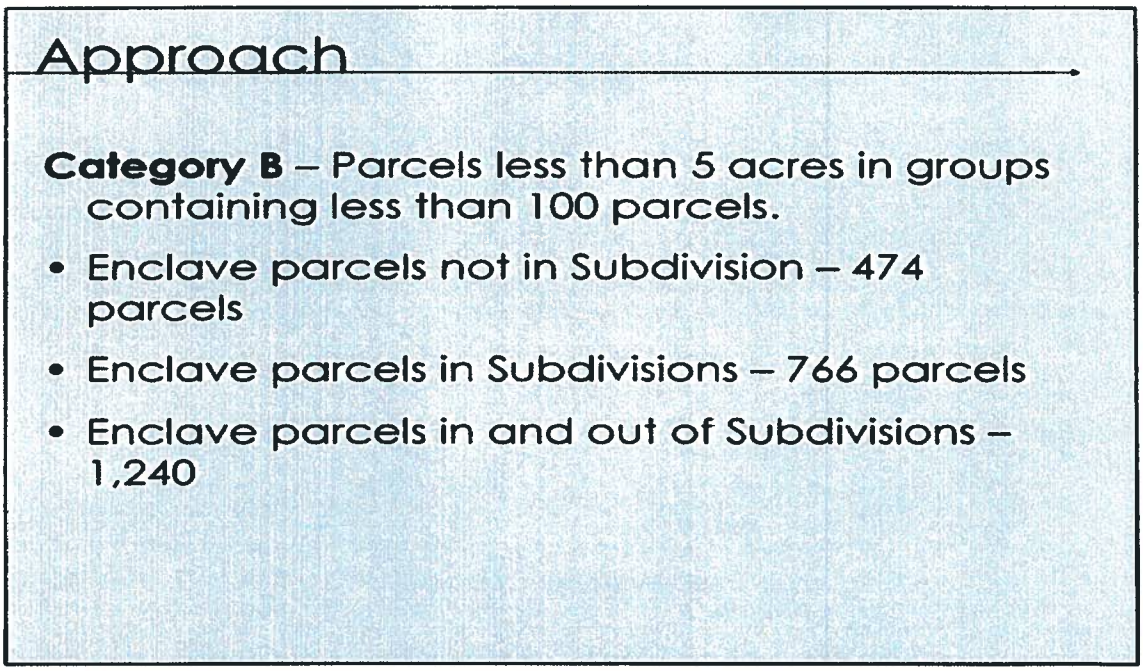
Idaho Statute – Title 50

50-222. ANNEXATION BY CITIES.

(1) Legislative intent. The legislature hereby declares and determines that it is the policy of the state of Idaho that cities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocate the costs of public services in management of development on the urban fringe.

Category B Annexation - Process

- Written Annexation Plan for each Group
  - Manner of providing tax- supported municipal services
  - Changes in taxation and other costs
  - Means of providing fee-supported municipal services
  - Analysis of the potential effects of annexation upon other units of local government
  - Proposed future land use plan and zoning designation
- Public Hearings at Planning and Zoning Commission and City Council with proper notification containing the annexation plan summary
- Legal Descriptions for each parcel
- Enactment of Annexation and Zoning Ordinance



Councilmember Skaug asked for some discussion on annexing enclaved areas in the City. We have some within a mile within the City who are enclaved. Those people are going to oppose the annexation because their taxes will go up. Every area of government that we have benefits those people and they don't have to pay the taxes they would overall lower the levy rate for those others that we are all subsidizing these place and even the election office said it is hard to pluck out two parcels in a precinct and change the ballots. The police go in and have to wait for a County officer other than if it is an emergency. If Council does oppose annexing the enclaved parcels of any kind then I would like you to please articulate to the rest of the Council why and if not now when. I would like to see us go forward not because it is popular but because it is the right thing to do and if not now when.

Councilmember Raymond asked if the enclaved properties effect the fire department. (no it doesn't)

Councilmember Haverfield asked what year was this tried and why did the Council not continue to pursue the process. (it was in 2010 and it was so contencious that they felt it better to discontinue the effort to annex enclaved properties)

Councilmember White said that it was very contencious and that it was a land grab by City decision policy makers. The people that are in the areas around them, they chose to live there and these people choose to be where they are. Usually their homes are their greatest investment

some it is their retirement and for us as the governing body to tell them this is what you are going to do with your property. The reasoning around it I do not dispute the fact that City services, they drive on our street and play in our parks and if we are honest we go to Meridian and play in their parks and drive on their streets. Personnal I will not support forced annexation.

Councilmember Haverfield said that he to had an issue with proposed of the enclaved prpperties as our City has grown and an individual has bought in the County and the City has grown around then. It is a situation that is unfortunate, but they did not buy in the City limits. I see a lot of people aging in place which means they are growing older and living in their homes longer and what we are telling them is that their taxes are going to increase and they are on a fixed income.

Councilmember Bruner asked in 2010 what was trying to be annexed into the City (parcels that were under 5 acres in subdivisions). I realize that it is always easier to do things generically and I am an individual type persons and I realize that is goig to be a lot of work on staff to try to figure out demographics and first time home buyers and those type of things. I personnaly am interested in researching this further, I am not in a hurry for this to move right now. We work a little bit on getting some help from NNU as far as doing some research. I do not want staff spending the time at this point but if we can get some college students for a project so they could get credit and check what other municipalities do. I am not ready to move on this tonight.

Councilmember Raymond said that it is like an elephant in the room people have all different opinions and it is emotional. These people living in enclaved parcels use the facilities like the citizens of Nampa do the only difference is the library, but they have the same access to our public buildings like the Idaho Center, Civic Center, Recreation Center everything that the citizens if Nampa have access to so do the people that live in the enclaved parcels. As Public Works Director in 2004 or 5ish we went and did this exact same thing and the only thing that we got accomplished as I recall and I could be in error was we got a couple of subdivisions to come in that had water systems and wanted to have their system connected to the City, I don't think that we ever got to first base with any individual parcels. It was ugly at best. I think that it is the right thing to do, obviously we are not going to bring any subdivision in that has over a hundred lots, by state code, we are not going to bring in any parces over five acres so at best we are only going to get a little ways. I would be confortable if we had some kind of contition.

Councilmember Levi said that she echoed several of the comments that have been made by Councelor White and Haverfield and Raymond. When I hear the word force, government forcing the citizen to do something I believe that we are overstepping our bounds and we need to revisit what is the reason behind that. When I look at the issue I understand both sides, where the City and the County person is coming from. I have attended several public hearings and the one that is the best attended would be the annexation issue the room is usually crowded and there are very strong opinions and yes it is a contencious issue and I can understand why. I invite you to look at something a little bit differently when the County persons drives out of their driveway

on to our City roads they kind of become a tourist in a fact. They are investing their money, purchasing fuel, they are buying gas at the gas stations they are buying groceries, buying clothing and they are investing in entertainment, just like Councilmember White said when we go to Meridian we are doing the same thing. It is about choice, we need to have the choice available if people want to be annexed into the City but not force them. Maybe if we showed the County people what they would benefit coming into the City if they so choose. We need to educate them and also educate them on the levy rate. I am not in support of annexation.

Councilmembers were in the general concesus that there is no time frame to annex enclaved parcels.

Mayor Henry presented a request to **appoint Roger Volkert** and **Jerry Smith** to the **Building & Site Design Standards (BSDS) Committee**.

MOVED by Haverfield and **SECONDED** by Levi to approve the appointments of **Roger Volkert** and **Jerry Smith** to the **Building & Site Design Standards (BSDS) Committee**. The Mayor asked all in favor say aye with all Councilmembers voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request for **discussion** and or action on the **Lloyd Square Concept**.

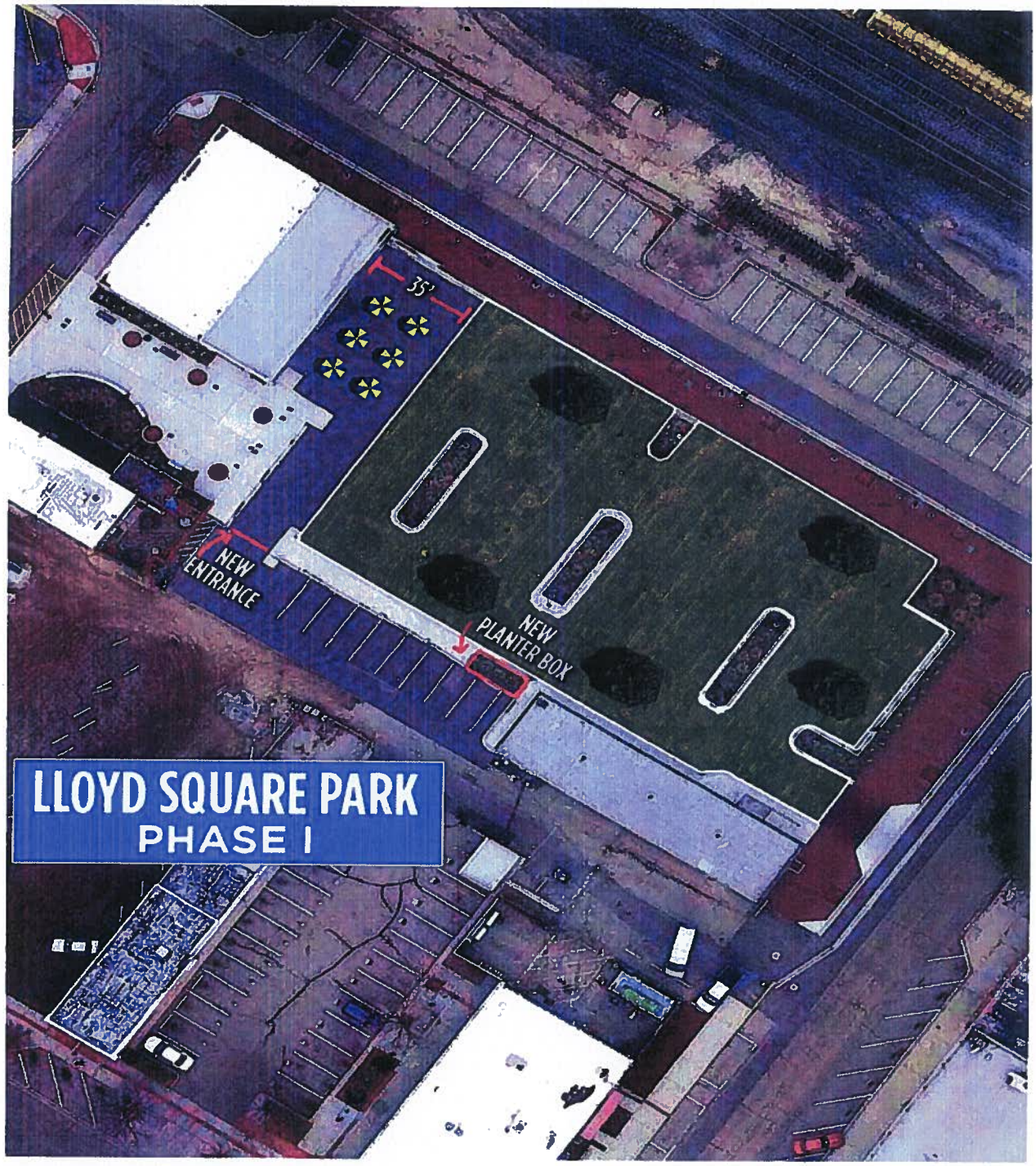
Assistant Economic Development Director Robin Collins presented a staff report explaining that the this is the Lloyds Square downtown. It was built in 2010, it was built to provide some diversity for parking downtown as all that we had at the time was 2 hour free parking and leased parking.

Since that time the parking lot has not been utilized one time since 2010. During that time over the years we have had a lot of out cry from the community, the downtown members that they wanted some open greenspace in downtown. With the main street program it also encourages greenspace and open space downtown.

The two community meetings that they just recently had for mainstreet and the downtown vision casting some outcomes from those meetings were that we needed some green space, pocket parks, gathering spaces for downtown. So we put our heads together and figured that we could come up with a plan for Lloyds Square. This is just a concept at this time we do not have funding at this time.

What we are looking for from Council is to have approval to pull up the asphalt and just put grass down at this time as a phase one. We will come back later as funding is available for a phase 2 where we will work with the downtown design committee and the mainstreet committee to coordinate a design effort for that park and what they would like to see in the park. I have

done some research and it does say in the 2035 comprehensive plan, create public gathering places in downtown Nanpa.



Councilmember White asked questions about the suggested park.

Robin Collins said that we have met with the design committee of downtown to tell them what we were going to do with Lloyds square. They were very favorable with it and would like to be involved once we get involved once we get to the disgn phase of it. We have been in communication with the coordinator since the actual concept came out. They are in favor of it.

We have had a lot of requests from people that wanted to have events at this location and chose not to because the asphalt was just to hot. In fact downtown moved their fourth Fridays to Wall Street because it was just to hot on the asphalt and now with the grass being there I think we will see a lot more events come down there and want to use it.

Councilmember Bruner asked about handicap accessability (they are not changing any of the accessibility).

Parks and Recreation Director Darrin Johnson presented a staff report explaining that they have been working with many other departments to get this project to work. The Street Department will be taking out some of the asphalt. Parks will be using some of the top soil that we have at the cemetery and perhaps will have to purchase some topsoil. We will use our park staff to put the irrigation and plant the trees. Our department is tasked with renting and managing the rentals of this particular piece property.

Other than the Farmers Market, it is not rented out all that often perhaps ten times a year and the reason that it is not used that much is it is not that appealing, there is to much asphalt there it gets to hot. We really think that this is going to be a really nice layout.

We will be leaving some asphalt so the band that is playing will be able to set up chairs and tables and dance and have catering types of things.

Mayor Henry did his walking program and he is willing to use that money towards some of the sprinkler systems. The hope is that this will ready for the July 4th jamboree of bands.

Councilmember Haverfield asked about parking spaces and said that he was in favor of the park.

Councilmember Raymond asked questions about the irrigation system. Cody has been doing some preliminary work with Pipeco they took down the plan and got a cost on what the pipes would be. We are planning on bringing a two inch service off of the front to do that. That is part of the Parks project. I think that the City would be wise to put out flyers on what is going to be taking place on what we are doing.

Councilmember Skaug said that I anticipate that this is going to be a high use park and how will the grass hold up. Cody has been researching grass that can hold up under high traffic. That is also the reason that we left some of the hard space there because we see where those umbrellas are when we have music there would be a lot of people gather in that area. There is also area around the edge that are brick that could be use for setup.

Councilmember Levi said that since the article broke over the weekend she has had numerous calls and people stopping me and wanting to talk to me. The support has been incredible for having green space downtown not only by the business owners but by the community at large. When I look at the reality of having green space downtown I look at the fact that it fills a need and it also promotes beauty and an environment that is inviting for the community to gather downtown and I hope that it will promote activity and people wanting to be downtown. At the same time I do have questions that I need to ask.

She had questions on the farmers market to do with where will they go. (yes we are waiving the fees and moving them back to the old spot) Can the tucks for the truck ralleys park on the green space or line the perimeter of the streets. (on Front Street the food trucks can park) Is this simply a park used with the bike path. (not a sports park) Can the green space be reserved and would the fees apply that applied there before or would they be applicable or across the board as far the other parks in our City. (we have not delved into this much, my personal thought is that we would treat it the same as others)

Questions were asked about putting sod down – it would be quicker but more expensive and and we are looking for a specific type of grass. The grass will have about 45 days to get established. We have not priced out what sod would cost but we do know that the hydro seeding will cost $1,000 or so.

MOVED by Skaug and **SECONDED** by Levi to authorize the removal of the asphalt and put in grass at Lloyds Square. The Mayor asked all in favor say aye with all Councilmembers voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **postpone the public hearing** for the **Annexation and Zoning** to RS 7 at **8142 West Ustick Rd, 17535 Star Road, 17547 Star Road**, and Three Parcels Addressed as 0 Star Rd for **Engineering Solutions, LLP** Representing **Star Development, Inc** was postponed until the March 7th Council for the applicant.

MOVED by Haverfield and **SECONDED** by Bruner to **postpone** the **public hearing** until the March 7, 2016 Regular Council meeting. The Mayor asked all in favor say aye with all Councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for **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 East Cherry Lane and North Franklin Boulevard** for a 129.8 Acre Portion for Taunton Group Representing **Franklin Village Development, LLC**.

Bob Raunton presented the request.

Planning and Zoning Assistant Director Robert Hobbs presented a staff report explaining that the requested action is modification of annexation and 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/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")…

The property area and locations 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.

Development Agreement Modifications: 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.

The following items are recommended conditions of approval.

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.)

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

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

MOTION CARRIED

MOVED by Skaug and **SECONDED** by Haverfield to **approve** the **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 East Cherry Lane and North Franklin Boulevard** for Taunton Group Representing **Franklin Village Development, LLC** with the contract with the block length extensions and with the conditions presented and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Regular Council
February 16, 2016

Mayor Henry opened a public hearing for **Annexation and Zoning** to **RS-6** for **2214 Sunny Ridge** for **Charles Collier.**

The applicant was not in attendance of the meeting.

Planning and Zoning Director Norm Holm presented a staff report explaining that the requested action is for annexation and zoning to RS-6 for connection to City sewer and continued use as personal residence.

The planning and zoning commission approved the request for 2214 Sunny Ridge Road.

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 single family residential parcel.

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. Police and fire already service city incorporated areas surrounding the location. Existing single family residential home site. 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.

No correspondence has been received from area property owners or others either opposing or supporting the annexation and zoning request.

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.

The following items are recommended conditions of approval.

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.

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

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

MOTION CARRIED

MOVED by Haverfield and **SECONDED** by Skaug to **approve the Annexation and Zoning** to **RS-6** for **2214 Sunny Ridge** for **Charles Collier** and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for **Annexation and Zoning** to IL for **4305 Airport Road, 0 Airport Road,** and **4321 Airport Road** for **Lanco, Inc.** Representing **Mission Aviation Fellowship.**

David Bills, Lanco, Inc. presented the request.

Norm Holm presented a staff report explaining that the requested action is annezation and zoning to IL for expansion of the MAF campus for 4305, 0 and 4321 Airport Road. The Planning and Zoning Commission approved the request subject to the recommended conditions. It is approximately 5.003 acres.

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. **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 Road. **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 Road. **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

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.

The following items are recommended conditions of approval.

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.
    - 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

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

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

MOTION CARRIED

MOVED by Levi and **SECONDED** by Haverfield to **approve the Annexation and Zoning** to IL for **4305 Airport Road, 0 Airport Road**, and **4321 Airport Road** for **Lanco, Inc.** representing **Mission Aviation Fellowship with conditions** and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for **Local Improvement District** (LID) **159 Assessment Roll**.

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

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 8th 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.

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

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

MOTION CARRIED

MOVED by Raymond and **SECONDED** by White to **approve Local Improvement District** (LID) **159 Assessment Roll** and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

The following Ordinane was read by title:

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, **REPEALING** TITLE 2, CHAPTER 10, SECTIONS 2-10-1 THROUGH 2-10-5, INCLUSIVE, OF THE NAMPA CITY CODE, RELATING TO THE **NAMPA HISTORIC PRESERVATION COMMISSION**; REPEALING TITLE 2, CHAPTER 17, SECTIONS 2-17-1 THROUGH 2-17-6, INCLUSIVE,

OF THE NAMPA CITY CODE, RELATING TO THE **NAMPA ARTS COMMISSION**; ADOPTING A NEW TITLE 2, CHAPTER 10, SECTIONS 2-10-1 THROUGH 2-10-6, INCLUSIVE, CREATING THE NAMPA ARTS AND HISTORIC PRESERVATION COMMISSION; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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 Levi 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 **4225** and directed the clerk to record it as required.

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

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

MOTION CARRIED

Mayor Henry postponed the request to **authorize** the **Mayor** to **sign** a **contract** for **ticketing software** for the **Civic Center** until a later date.

Mayor Henry postponed the request to **authorize** the **Mayor** to **sign** a **contract** for **event booking software** for the **Civic Center** until a later date.

Mayor Henry presented a request to **authorize** the **Mayor** to **sign** a **contract** for a facility **cleaning** for the **Civic Center**.

Facilities Supervisor Brian Foster presented a staff report explaining that the 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	$ 14,400 (Alt. #1 not accepted)
Total Bid	*$ 73,920*

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.

MOVED by Skaug and **SECONDED** by Haverfield to **authorize** the **Mayor** to **sign** a **contract** with Clearwater Cleaning Services Inc. for **facility cleaning** for the **Civic Center in the amount of $59,520.00.** The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **award** the **bid** and **authorize** the **Mayor** and **Public Works Director** to **sign** a contract for Construction of the **Madison** south of **I-84 Domestic Pipeline Project**.

Nate Runyan presented a staff report explaining that 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
- Irminger 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	$224,917
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.

MOVED by White and **SECONDED** by Haverfield to **award** the **bid**, and **authorize** the **Mayor** to **sign** a **contract** for construction of the Madison South of I-84 Domestic Pipeline Project with L2 Excavation LLC in the amount of $224,917. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** and **Public Works Director** to **sign** a Task Order and Contract with HDR Engineering, Inc. for Construction Management and Inspection Services on the Madison South of I-84 Domestic Pipeline.

Nate Runyan presented a staff report explaining that 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.

MOVED by Haverfield and **SECONDED** by White to **authorize** the **Mayor** and **Public Works Director** to **sign** a **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.). The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** and **Public Works Director** to **sign** a **Task Order** and **Contract** with **HDR Engineering, Inc.** for Construction Management and Inspection Services on the **6th Street North Rebuild and Waterline Project**.

Nate Runyan presented a staff report explaining that the Engineering, as part of the FY16 Public Works Asset Management Program, identified 6th Street North from 16th Avenue North to 1st Avenue North as a failed roadway and in need of rehab or reconstruction (Exhibit A).

The project includes full roadway reconstruction from 16th 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
Total	*$ 2,431,460.00*

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.

MOVED by Haverfield and **SECONDED** by White to **authorize** the **Mayor** and **Public Works Director** to **sign** a **Professional Services Task Order** and Contract with **HDR, Inc.** for the 6th Street North Roadway and Waterline Improvements (16th Avenue North to 1st Avenue North) in the amount of $148,744.48 (NTE). The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

The following Ordinance was read by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, ANNEXING A PORTION OF THE **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.

The Mayor declared this the first reading.

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

MOVED by Levi and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules and approve the Summary of Publication. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4226** 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, ANNEXING A PORTION OF THE **NAMPA MERIDIAN IRRIGATION DISTRICT** INTO THE

MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

The Mayor declared this the first reading.

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

MOVED by Haverfield and **SECONDED** by White to **pass** the preceding ordinance under suspension of rules and approve the Summary of Publication. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4227** 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, ANNEXING A PORTION OF THE **PIONEER IRRIGATION DISTRICT** INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

The Mayor declared this the first reading.

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

MOVED by White and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules and approve the Summary of Publication. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4228** and directed the clerk to record it as required.

Mayor Henry presented a request to **authorize** the **purchase** of **two mowers** for **Centennial** and **Ridgecrest Golf Courses**.

Parks and Recreation Director Darrin Johnson presented a staff report explaining that the 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.

Councilmember Bruner asked question on the replacement time of the mowers.

MOVED by Skaug and **SECONDED** by White to **authorize** the **purchase** of **two mowers** in the amount of **$49,368.44**. The Mayor asked all in favor to say aye with Councilmembers Levi, White, Raymond, Skaug, Haverfield voting **AYE**. Councilmember Bruner voting **NAY**. The Mayor declared the

MOTION CARRIED

The following resolution was presented:

Nate Runyan presented a staff report explaining that 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.

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**. (Fleet)

MOVED by Skaug and **SECONDED** by White to pass the **resolution** as presented. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **10-2016** and directed the clerk to record it as required

MOTION CARRIED

The following resolution was presented:

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

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 **11-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **immediate piggyback** purchase of **traffic paint** from **Sherwin Williams** for the **Street Division.**

Nate Runyan presented a staff report explaining that the 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 6th Street North and 11th 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.

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

MOTION CARRIED

The following Ordinance was read by title:

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:

The Mayor declared this the first reading.

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

MOVED by White and **SECONDED** by Raymond to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4229** and directed the clerk to record it as required

The Mayor adjourned the meeting at 8:25 p.m.

Passed this 7th day of March, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL COUNCIL
February 11, 2016

Mayor Henry called the meeting to order at 9:00 am.

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

Those also in attendance were: Public Works Director, Michael Fuss; Planning and Zoning Director Norm Holm; Director Building Safety and Facilities Development Patrick Sullivan; Civic Center Director John Cantlon; Police Chief Joe Huff; Captain Brad Daniels; Captain Curt Shankel; Fire Chief Karl Malott; Library Director Chris Cooper; Library Assistant Director Clair Connley; Economic Development Director Beth Ineck; Human Resource Director Tina Combs; Parks and Recreation Director Darrin Johnson; IT Director Dennis Elledge; IT Support Manager Adria McCaw; Finance Director Vikki Chandler; Assistant Finance Director Michelle Camper; Sr. Budget Analyst, Lori Waldemer; Treasurer, Deborah Spille; Communications Director Vickie Holbrook;

Mayor Henry said the purpose of the meeting was to discuss financial needs.

Finance Director Vikki Chandler presented the following revised fund balance policy:

What is a cash reserve, Why is it necessary, How large should it be, How does it get replenished after it is used.

The City of Nampa believes that sound financial management principles require that sufficient funds be retained by the City to provide a stable financial base at all times. To retain this stable financial base, the City of Nampa needs to maintain a General Fund Balance sufficient to fund all cash flows of the City, to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature, and to provide funds for all existing encumbrances.

The purpose of this policy is to specify the size and composition of the City of Nampa's financial reserves and to identify certain requirements for replenishing any fund balance reserves utilized.

I. The following individual items shall constitute the City of Nampa General Fund Balance:

A. Assigned Fund Balance shall be determined by Council's recommendations for funding projects from current resources.

B. Unassigned Fund Balance: Unassigned fund balance is undesignated, and represents expendable available financial resources that can be used to meet contingencies and working capital requirements. The City of Nampa will maintain a fund balance for fiscal cash liquidity purposes (i.e. reserve funds) that will provide for sufficient cash flow to minimize the potential of short term borrowing. At minimum this amount shall be three months of General Fund annual operational expenditures. Council recognizes that any appropriation of funds from Unassigned Fund Balance should be for non-recurring

expenditures, as this funding source represents prior year surpluses that may or may not materialize in subsequent fiscal years.

II. Monitoring and Reporting: The City of Nampa Finance Director shall annually prepare a report documenting the status of the fund balance with this policy and present to the Council in conjunction with the development of the annual budget. Should the report disclose there are unassigned and undesignated funds available; a recommendation for use of said funds shall be presented to the Council in the report.

III. Replenishment of the Unassigned fund balance for Fiscal Stability Fund Balance: Should the Unassigned reserve for Fiscal Stability Fund Balance amount fall below the targeted level, the Council must approve and adopt a plan to restore this balance to the target level within 24 months. If restoration of the reserve cannot be accomplished within such period without severe hardship to the City of Nampa, then the Council will establish a different time period.

IV. A similar policy for Special Revenue Funds shall be adopted with special attention given to uneven revenue streams, working capital for emergent needs, as well as present and future capital requirements. The fund balance in all Special Revenue Funds shall be assigned, because the revenue streams produced by user fees are restricted to the individual funds.

	Idaho Independent Bs	600022701	$	1,000
	Idaho Independent Ba	660030008	$	500
	BannerBank-IC Ticket	6806029818	$	500
	Zions Bank -IC Ticket:	442005757	$	-
	City Investment Accounts			
	LGIP 3223-LID 148	3223	$	591,548
	LGIP 2156-Pooled Ca	2156	$	11,010,533
	Zions Custody & Safe	5965845		Closed 12-31
	US Bank Custody Ac	1050988133	$	43,419,480
	City of Nampa Municipal LID's		$	478,022
	Edward Jones Medica	834-13282-1-2	$	1,634,077
	NDC Cash & Investment Accounts			
	Columbia Bank Swee	9302761	Closed	
	Columbia Bank Chec	9303884	Closed	
	DL Evans Checking A	922003637	$	486,650
	DL Evans Money Mar	922003645	$	258,030
	BNY 2010 Bond Fund	348689	$	-
	BNY 2010 Bond Debt	348690	$	1,219,527
	BNY Library Bond Pr	792731	$	-
	BNY Library Construc	792732	$	15,327
	BNY Library Bond Fu	792733	$	-
	BNY Library Bond De	792734	$	206
	BNY Library Bond De	792735	$	1,619,461
	BNY Library Parking	792736	$	-

Cash Report by Fund at 12/31/15

Fund	Description		Balance
001	GENERAL FUND	$	4,488,185
002	STREET & TRAFFIC	$	9,008,149
003	LIBRARY	$	604,154
004	CEMETERY	$	196,136
005	AIRPORT	$	1,065,858
006	PARKS & RECREATION	$	334,196
007	RECREATION CENTER	$	2,800,409
008	GOLF COURSE	$	1,950,659
009	911 FEES	$	729,310
010	FAMILY JUSTICE CENTER	$	131,330
020	NAMPA DEVELOPMENT CORP	$	5,052,653
021	DOWNTOWN RENEWAL	$	136,807
022	CIVIC CENTER	$	260,222
023	IDAHO CENTER	$	641,298
024	DEVELOPMENT SERVICES	$	2,699,995
025	WATER	$	6,643,271
026	WASTEWATER	$	22,027,205
028	BID #1	$	597
029	UTILITY BILLING	$	533,417
031	SANITATION	$	(620,700)
035	DEVELOPMENT IMPACT FEES	$	5,020,148
036	CAPITAL PROJECTS FUND	$	981,453
040	DEBT SERVICE FUND	$	365,862
054	INVESTMENTS	$	14,700
100	PRIVATE GRANTS	$	970,074
101	EMPLOYEE HEALTH BENEFITS TRUST	$	2,384,121
102	WORKERS COMPENSATION FUND	$	1,956,127
103	UNEMPLOYMENT INSURANCE FUND	$	203,910
104	WELLNESS PROGRAM	$	374,899
200	FEDERAL HUD FUND	$	(346,824)
205	FEDERAL EPA FUND	$	(357,541)
210	FEDERAL DOJ FUND	$	(31,878)

104	WELLNESS PROGRAM	$	374,899
200	FEDERAL HUD FUND	$	(346,824)
205	FEDERAL EPA FUND	$	(357,541)
210	FEDERAL DOJ FUND	$	(31,878)
225	FEDERAL DHS-HOMELAND SECURITY	$	(1,613)
230	FEDERAL DOT FUND	$	(2,250)
260	FAA FUND	$	(15,634)
270	FEDERAL DOI (Dept of Interior)	$	(2,583)
300	STATE OF IDAHO FUND	$	(6,796)
400	LOCAL MUNICIPALITIES	$	(117,077)
700	LID Guarantee Fund	$	105,328
732	LID 132	$	312
741	LID 141	$	1,497
742	LID 142	$	2,530
743	LID 143	$	22,230
745	LID 145	$	1,452
746	LID 146	$	5,550
747	LID 147	$	65,726
748	LID 148	$	752,943
749	LID 149	$	1,805
750	LID 150	$	2,537
751	LID 151	$	37,250
752	LID 152	$	3,944
753	LID 153	$	13,657
754	LID 154	$	10,698
755	LID 155	$	5,025
756	LID 156	$	980
759	LID 159	$	(104)
760	LID 160	$	(3,232)
		$	71,102,374
	Grand Total Cash	$	(71,879,971)
	Items in transit	$	(777,597)

Half of the balance is Enterprise Funds and the funds are getting ready to be used for capital expenditures for water and wastewater. The $71M in cash is going to get used over the next months or years. A City that has Enterprise Funds always has more cash per Morton Advisors. Many of these accounts are related to bond funds and we do not have access to those. Some of those are related to the Idaho Center, Impact Fees, Health Trust they are in special accounts and you can go up and dow the list and you can see how they are restricted. They are incorporated in the cash balances but are not available for us to use.

It looks like we do have about $54M for us to spend so that is why we have to be careful on what we spend. We need to avoid headlines like the following:

County budget plans hit snag

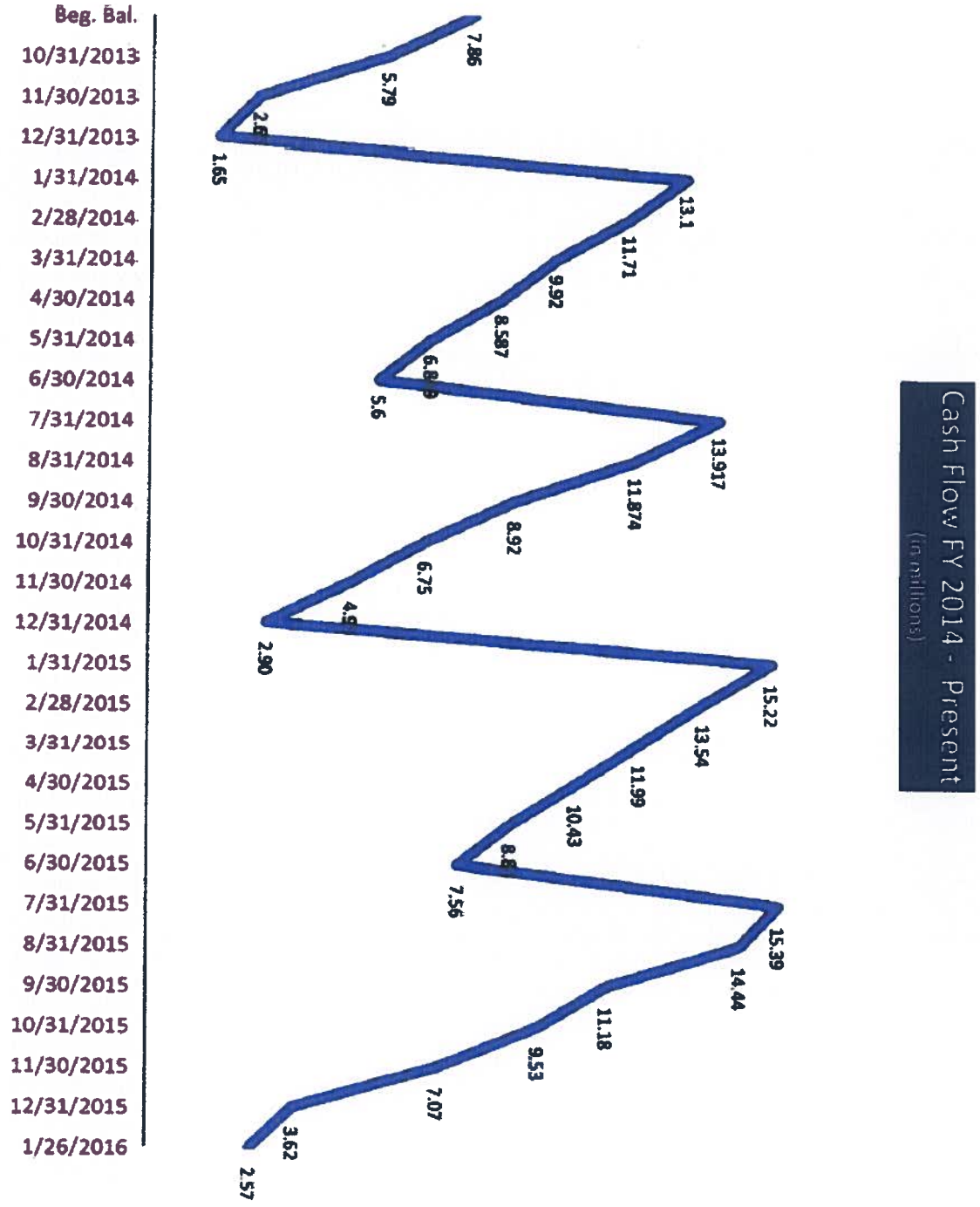
- KELCIE MOSELEY kmoseley@idahopress.com © 2015 Idaho Press-Tribune
- Aug 7, 2015

Canyon County Controller Zach Wagoner said there isn't enough in fund balances and revenue from current property tax levies to generate enough to cover the expansion and pay bump...Rule appeared frustrated at Wagoner several times over the fact that in 2013, Wagoner advised commissioners to use up some of the reserve funds in the budget because the amount was becoming too large compared to expenses. Wagoner said the county did still have a large sum of reserve funds, but it has been eaten away by a courthouse remodel and other capital projects...

We give you reports that show the different funds so you will know what is available by funds. We think that this is important for when Parks and Recreation, Airport, Golf Courses comes and says to you we are going to use fund balance and that is the reserve that we have built up. You have a point of reference because you have seen that report and that is how much money they have.

You need to be aware of what we actually have available for imergent need and reserve. In my opinion is only what we don't use in other areas.

The following chart illistrates what we have used in the General Fund Cash over the last couple of years.



If you have a different opinion we could become in danger of this particular event. Which comes from our States 2015 Comprehensive Financial Report. Their CAFER on page 102.

We are careful to recognize that what we have available in reserves isn't as much as it appears to be. Although the City of Nampa is in a stable financial position, but we are not flush but we are not borrowing cash.

State of Idaho

Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2015

The State Lottery maintains a contract with INTRALOT, Inc. through February 18, 2017, pay 1.98 percent of total net sales and a $3,466 monthly fee for a wireless tablet-reporting system to be used by Lottery's regional sales representatives. The State Lottery also has purchased prize annuities in the name of the individual winners, but is still liable in the event the insurance companies default on payments. The amount of payments for the year ended June 30, 2015, is $15.1 million.

The Public Employee Retirement System of Idaho has a total of $652.8 million and €70.2 million in outstanding commitments for investments to private equity partnerships.

Component Unit

The Idaho Housing and Finance Association has commitments to purchase $627.6 million of single-family mortgages. The Association has commitments to sell or secure $303.8 million of single-family mortgages.

C. Encumbrances

Encumbrances within the restricted, committed, and assigned fund balances of the governmental funds are as follows *(dollars in thousands)*:

	General Fund	Health and Welfare	Transportation	Nonmajor Governmental
Encumbrances	$ 40,903	$ 13,239	$ 27,310	$ 17,928

NOTE 17. SUBSEQUENT EVENTS

Subsequent to June 30, 2015, the following events occurred:

Primary Government

On July 1, 2015, the Office of the State Treasurer issued tax anticipation notes in the amount of $500.0 million. The notes were issued to cover temporary cash flow shortfalls and to finance the State's daily operations in anticipation of certain tax revenues of the State to be collected during the fourth quarter of the 2016 fiscal year. The notes mature on June 30, 2016.

Component Units

On July 8, 2015, the Idaho Housing and Finance Association issued 2015 Series A Single-Family Mortgage Bonds in the amount of $63.5 million. On July 21, 2015, the Association issued 2015 Series A Grant and Revenue Anticipation (GARVEE) Bonds in the amount of $172.5 million. Proceeds from the bonds were used to repay prior bonds.

Vikki Chandler presented a staff report on the fiscal year 2015 financial report.

Revenue and Expense – All Funds

1) General Fund was budgeted to save $592,939, but actually saved $1,870,179, primarily due to: careful stewardship by directors, several unfilled positions, and excess receipts of nearly $600,000 in Property Tax Revenues. While nearly every department came in under budget, the most impactful were:

Police	$270,244
Fire Operations	$187,807
Engineering	$173,867
Facilities	$147,678

It is important to note that $255,813 has been restricted in the fund balance as budgeted for PL liability. It is the recommendation of administration that we add another $1 million to assigned balance for PL liability and minimize the need to budget additional amounts in the future, except as estimated for PL payouts by each department annually.

I recommend at this time that Council approve adding one million dollars to the PL Liability. It's such a treat to be able to say we have something to add to the reserve and to the PL Liability rather than to have to look forward to what we should be budgeting in the future. If we use the currently budgeted amount of $300,000 in 2016 to balance an amendment that is coming forward next month for you, then we won't have anything to set aside. If you would move forward at this time to put one million dollars into our reserve then we would not have to budget continually in successive years to add to that PL Liability. Every year we need to budget about half a million dollars and as it happens this year we budgeted four hundred and ninety seven thousand dollars in the General Fund for PL Liability. That is about the amount that we are going to have to pay out every year just for what we know is coming up. If we would set aside that million dollars to add to that $255,000. 1.2M dollars we would be prepared for what is coming up in the future.

Retirement Statistics

At 9/30/17 – 48 employees are eligible @ $1.2 million
At 9/30/21 – 95 employees are eligible @ $2.4 million
This is in the GENERAL FUND ALONE

In ALL FUNDS, including the General Fund:
At 9/30/21 113 Employees (21%) are eligible @ about $2.7 million

Council asked questions about the amount of employees eligible to retire.

Mayor Henry said that Tina could talk about the turn over that has been taking place in the City. For instance the Police Department had a Chief that left and a lieutenant also leave that was not budgeted for.

We need to budget every year for retirement and employees that decide that they want to leave the City of Nampa. If we could set aside the one million dollars at this time for the PL Liability we would then simply budget the half a million dollars or so as an estimate that what we would need to do for PL Payment. This would be an action item that I would appreciate at this time. We have to have this action done in the fiscal year or else it is carried over as an unrestricted item within the Fund Balance it is not assigned.

Council President Skaug wanted the history of the PL Liability payout for the new Council.

We didn't actually set it aside. We only actually set it aside in Enterprise Funds as a whatever the current liability was as a liability. We have only noted it in our CAFR at the end of every what it actually was $7M or some number like that if we shut down the City today.

Councilmembers asked about reserve fund balances, cash flow and how accurate the City is on the overall tax payments.

Mayor Henry asked if the Council would make a motion on assigning the million dollars that was the money could be unassigned if necessary.

MOVED by Haverfield and **SECONDED** by Bruner to **assign one million dollars towards the PL Liability Fund** as requested. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

2) Street Fund continues to set aside what is not used of their budget: $1.6 million in Operations and $1.36 million in Capital items.

3) Library used about half of the amount budgeted of their fund balance for capital. They are still experiencing what a full year in their building costs.

4) Several funds will be seeking carryover amounts from unused 2015 budgeted capital items, including Parks, Recreation Center, Idaho Center (parking lot), Development Services (software), and Impact Fees.

New in 2015 is a requirement from Government Accounting Standards Board that requires reporting on pension boards and their accompanying assets and liabilities. There are entries in our enterprise funds from PERS! that relate to this requirement. It states with unhealthy boards,

these entries create disturbing financial reports. For us it creates discomfort because we are told what the numbers are but not where they come from. And it creates a lot of work to generate a successful financial report for the auditors and to win that dam award again this year. But Michelle is diligent (stubborn) and is getting it done.

Please note that our self-funded benefits continue to provide well for employees by giving good service and to keep costs in check for the City. Self-funded benefits include Health, Workers Compensation and Unemployment.

Although I usually generate a report that rolls up all LIDs into one fund, the true report is included here to show that each one must be kept separately, and no funding from one can be used to pay off another. This will become an important item that we will discuss later.

The Balance Sheet - Consider the Cash and Investments compared to the Fund Balance, and if receivables and payables are somewhat offset. Inventory and other non-cash items may increase a fund balance with non-liquid items. In the Capital Fund we have about $800,000 in reserves that has not been budgeted. This fund is replenished by Electric Franchise Fees of about $1 million a year. It is very important to note that most grants have a negative cash balance. That is because grant programs spend money and then get reimbursed usually on a quarterly basis, but not always. Grants management is a critical component to cash management and to avoid audit findings. All of our audit findings since I've been here have related to grants and how they've been managed. We are quite good at grant writing and successful at being awarded grants. But I will be recommending an additional FTE within the Finance Department for a more comprehensive grants management program.

FY 2016 items to note - Annual payments in the first quarter often tilt the percentage slightly unfavorably in salaries and benefits, especially in Police and Fire. However, unfilled positions also provide a tilt in the other direction in several departments, where the market rate for open positions is challenging our budgets and our benefits are not as competitive as they used to be. Some departments have ordered capital items while others must wait for seasonal expenditures to reflect their percentages more correctly. Because there is not much flexibility in these budgets (except for the fuel budgets), directors are very careful, as the annual review indicates. But capital needs and market rate for employees are becoming the drag on many budgets.

Of particular concern is the Civic Center, where transition has created some transparency to issues that have been longstanding. The new director will be addressing that with Council at the end of this meeting. Other issues will be addressed with the budget amendment coming to Council next month, which will include rollover items, capital needs, and new grants.

Vikki Chandler brought up the question on enterprise/management software.

What is Springbrook? What do we use for budgeting? What about HR and Payroll?

Isn't it all about the same thing? NO.

Springbrook is our financial software. We are basically locked in a box with Springbrook. Those of you that were with us here last summer heard that we had software audit and it was found that Springbrook is inadequate for our purposes right now. We are not able to upgrade it because they are a smaller company than what the City needs. You might think that is not that big of a deal except that, and the support is inadequate for us as well. The have been bought out by a larger company that I was hopeful might assign resources to it and that it might become better but instead it has become worse and while it might seem like a small task to replace financial software. The fact of the matter is that it also includes Utility Billing that touches 27,000 households in Nampa. We have to have a good replacement. It also touches 600 employees because it produces payroll even though it doesn't do payroll. What we do for payroll and HR is Ultipro in a separate system so we have an import process from Ultipro to Springbrook that then produces the paychecks. Well what about budgeting, we have a standalone system for budgeting that is internally produced and supported by one person. All three of these are separate systems and I am here to say that we need a comprehensive system that works well together. It is going to be very expensive.

Not sure, but we need to plan for 2 – 3 years investment of probably $800,000 per year maybe more like two million. What is beneficial is that it will take two to three years to do this.

Councilmembers asked about outsourcing Utility Billing to the trash collector and saving some of the funds. Out sourcing would not really save money because you still have to pay for that service. The trash does not include water and sewer so we would still have to bill for them.

In 2016 we did budget for this because it is not new to folks except a couple of you, we did budget $325,000 for this effort so we are moving forward with this effort. We are looking at an outside source to help us through this process.

Councilmember Raymond asked about the software that the City uses for HR and payroll is the company qualified to expand our software needs. (Ultipro is very good company for HR and payroll but that is all that they do)

Mayor Henry said that when we get the new system we are going to do it the new systems way not the way that we have been doing it.

Projection for Revenue and Expenses – General Fund only

Description	FY 2014 Actual	%	FY 2015 Actual	%	FY 2016 Budget	%	FY 2017 Projected	%
GENERAL FUND								
Revenue (New Constr/Ann	783,393		494,354		683,000		750,000	
Property Tax Revenues	(27,507,354)	2.5%	(28,437,966)	3.4%	(28,727,783)	1.0%	(30,339,616)	5.6%
Shared Tax Revenues	(5,125,096)	5.3%	(5,584,575)	9.0%	(5,827,474)	4.3%	(6,089,710)	4.5%
Fees and Licenses Revenues	(937,810)	0.3%	(890,925)	-5.0%	(939,000)	5.4%	(900,000)	-4.2%
Other Revenues	(3,306,195)	7.5%	(3,626,989)	9.7%	(3,582,384)	-1.2%	(3,689,856)	3.0%
Interfund Transfers In	(6,898,660)	8.1%	(3,426,308)	-50.3%	(3,945,259)	15.1%	(4,024,164)	2.0%
Grant Revenues								
Revenue	43,775,115	4.0%	41,966,743	-4.1%	43,021,900	2.5%	45,043,347	4.7%
Expense								
Salary and Wages	22,231,503	5.2%	22,223,860	0.0%	23,444,551	5.49%	24,184,429	3.2%
Taxes and Benefits	10,349,542	9.2%	9,528,144	-7.9%	10,246,180	7.5%	10,963,805	7.0%
Operations & Maintenance	5,290,688	2.1%	5,699,052	7.7%	6,445,574	13.1%	6,638,941	3.0%
Capital Items	74,450	917.6%	253,140	240.0%	526,254	107.9%	993,863	88.9%
Debt Service/PL Reserve	-		255,813		300,000	17.3%		
Interfund Transfers Out	5,479,459	1.6%	2,392,368	-56.3%	2,059,341	-13.9%	2,262,308	9.9%
Expense	43,425,642	5.4%	40,352,377	-7.1%	43,021,900	6.6%	45,043,346	4.7%
Fund Reserves (Deficits)	349,473		1,614,366		-		0	

FY 2018 Projected	%	FY 2019 Projected	%	FY 2020 Projected	%	FY 2021 Projected	%
2%		2%		3%		3%	
725,000		650,000		550,000		650000	
(31,671,409)	4.4%	(32,954,837)	4.1%	(34,493,482)	4.7%	(36,178,287)	4.9%
(6,363,747)	4.5%	(6,650,116)	4.5%	(6,949,371)	4.5%	(7,088,359)	2.0%
(936,000)	4.0%	(973,440)	4.0%	(1,002,643)	3.0%	(1,032,722)	3.0%
(3,837,450)	4.0%	(3,875,824)	1.0%	(3,914,582)	1.0%	(3,953,728)	1.0%
(4,104,647)	2.0%	(4,186,740)	2.0%	(4,228,608)	1.0%	(4,313,180)	2.0%
46,913,253	4.2%	48,640,958	3.7%	50,588,687	20.5%	52,566,276	22.2%
25,018,118	3.4%	25,893,752	3.5%	27,188,439	5.0%	28,275,977	4.0%
11,681,895	6.6%	12,207,685	4.5%	12,818,069	5.0%	13,456,973	5.0%
6,838,109	3.0%	7,043,253	3.0%	7,254,550	3.0%	7,472,187	3.0%
999,606	0.6%	1,002,073	0.2%	708,723	-29.3%	661,666	
-		-		-		-	
2,375,423	5.0%	2,494,195	5.0%	2,618,904	5.0%	2,697,471	3.0%
46,913,254	4.2%	48,640,957	3.7%	50,588,686	4.0%	52,566,276	3.9%
(0)		0		0		(0)	

We have a 24% turnover rate which includes the retirement and people who are leaving the City for other positions. Retaining and training have become a more critical element to HR. We are

having issues with recruiting employees to certain key positions. Our benefit package is not as favorable as it used to be. We are having a challenge competing at certain levels.

I built in the wage and salary line item only a couple of things here. I built in what I in the union contract and I also built in what is in the union contracts for all employees for example the health plan has a 4% increase in the union contract so I spread that in our health plan. The self-funded plan.

The unions for the Fire and Police wanted to institute their own health plan and we said okay. Our self-funded plan that covers all other employees now does not cover public safety.

We negotiated for the Police and Fire for three years a 4% health premium increase.

In this year there is a 13% increase in operations and maintenance and I only did a 3% increase so there is going to be a big difference. The big expense in operations is the contractual services.

The increase that you see is not a COLA but it is the % that is in the contract recognizing an increase in the number of positions for police for example, it is recognizing that we may have to increase personnel as customer service is affected in some areas, it is growth. The cost of living is 2%.

In capital items we have budgeted for software and police cars.

Following are the assumptions

1) Incremental increases in Property Tax Revenues are more tolerable and create a more stable economic environment than dramatic swings from year to year. They also assist long-term planning for City government in the stewardship of assets, maintenance and operations. In addition to the New Construction and Annexation increases assumptions as noted above, an additional percentage increase in property tax revenues is assumed in years 2017 through 2020, as identified under the heading.

2) Increases in Salary and Wages incorporate market adjustments, a very few increases in the number of positions to accommodate growth, with increases in the accompanying Taxes and Benefits. FY 2020 has a more significant increase due to a proposed increase in the Federal minimum wage.

3) Capital Items is the line item used for adjusting balances to match revenues. It would be used for funding technology, police cars, and other items as proposed on a year-to-year basis. This does not use any of the Capital Fund fed by Electric Franchise revenues.

4) Interfund Transfers Out increase with the support of Family Justice Center, Parks & Recreation, Civic Center, and other capital needs not available from the Capital Fund.

If enterprise funds make some money then they are going to pay some money to the general fund for some of their services. That is the way that we have established our allocations.

The Fiscal Year 2017 budget was discussed on what the procedures would be and the paperwork required for the workshops. How can we develop a budget before we come to you for planning for the property tax revenues.

What we are proposing, because we are going to start our budget processing in two months (April) and we have to project our revenues in order to know what we should budget for expenses, because we are going to come forward to you with a balance budget.

As we talk about property tax revenues, I have made and estimate for new construction and annexation I am almost always off. I have made an estimate of what we would like to see for the property tax increase at this point there is no limit as to what we could increase the property tax revenues by because we have about 4 million dollars in foregone that we are not proposing.

We would like to submit to you today that incremental increases in property tax revenues provides for more stable environment economically than having to dramatically increase property tax revenues. What we would submit also, if we could rely on an increase in the total assessed values that would keep the levy rate neutral and not increase the levy rate. Would you be satisfied to increase the property tax revenues by 3%. That is the discussion point for today. The increase in the assessed value was for fiscal year 16 was 4.93%.

Mayor Henry said as we are working the budget, it is one thing to work expenses but you also have to work revenues so you can pay for your expenses. We are projecting for fiscal year 17 to take that 3% and what we show you is how that money will be spent. Best guess in February is that from the levy rate would be neutral and perhaps stills see a decrease. If the increase is anything like last year when you increase 3% and you have a 4. something % the levy rate is going down.

Councilmember Haverfield asked is this just conversation now? Kind of, but we are going to put a lot of time and energy into coming up with a budget and I don't think anyone here wants to put all of that energy into it with anticipating a 3% and then in those hearings say never mind and so we have to go through and redo everything. We want to feel comfortable that Council supports it.

Councilmember Haverfield said that his only hesitancy is that we are considering water rate increases and other things that effect the growth potential of the City of Nampa it is a bigger

puzzle to look at, on the surface yes, 3% no problem. When you start looking at all the other things that effect growth we have to stay and maintain that we are service friendly here and we are encouraging growth and as long as we are doing that we are going to see the growth. That is the only hesitancy, 3% I don't have a problem with that as long as the levy rate stays or goes down that is great. I think that we are doing what we have been asked to do.

Councilmember Bruner asked when we find out about the assessment value on properties, what is the timing on that? (They gives us several points through the year, we get one in February, and then we get another one in June and then we get one in September and then we get one in December.) How do you come to an accurate revenue projection if you don't know what the assessment value is going to be. It would be difficult to even answer the Mayors question right now, if we don't know what a pretty good estimate of what the assessment value is going to be to know what the tax levy rate is going to be true too. I am not willing to commit to the 3% and I don't know what the solution is.

Mayor Henry said that we will never know what the levy rate is going to be, one till we set our budget because that is going to affect the levy rate, and two until December and we have to have our decision made by August.

Councilmember Bruner asked why we could not get our numbers sooner, assessment from the County than we are getting. (I don't know honestly. We have dealt with the County Assessor's office year to year. They work on their time table – here is what they tell us, set the budget to what you need, do not worry about the levy rate, that is what they tell us, that is their message to us. You set the budget to what you need, because the levy rate is immaterial.) So what does the City, who puts the pressure on the County to have this communication improved from what it is. Is it all six Councilmembers in the past are we over there talking to the County Commissions. What is being done.

Their numbers are statue and they are not driven by us. It is because we are not responsible for the levy rate. We are responsible for stewardship of the City government, City assets, and operations and maintenance of what we have before us. The levy rate is not our responsibility; it is a function of the budget and the assessed value.

The question is as we look at fiscal 17 year budget, your estimate with the 3% is $30.3 million dollars in property tax revenue only in the General Fund. Police last year was 19.1 million and Fire was 12. something, that is $0 million dollars, Police and Fire those are General Fund dollars all of that is paid by General Fund. When we sit here and say do we want the 3% do we not want the 3% and then we talk to Police and say we need more boots on the street, yeah we need to replenish cars we need these things. We have a 24% turnover rate in the City and we can't get people to apply because of our salaries, what we do. We are trying to be a fiscally responsible as we can but you can't have 4% increases in health insurance and you can't have other increases,

you can't have increases in all of these other areas and say we are going to reduce we are do that with less money.
Councilmember Skaug said that last year we were able to have our cake and eat it too. In that the levy rate still went down and we increased the budget and that is what I would be looking at in this next year. I still want that levy rate to go down a bit as much as it is in our control and we do have an interest in the levy rate as tax payers and those that we represent. That is my goal 3% is fine but I would still be looking to try to take the levy rate down another couple of percentage points.

Councilmember Raymond said that you talk about $30 million dollars to make sure that I understand where you are coming from. (I am looking at the fiscal year 17 projected is $30.3 million General Fund from property tax revenue) I thought that our budget this year was $34 million. (I am talking general fund property tax revenue is $28.7 million – what the Mayor is talking about is the General Fund and Councilmember Raymond is talking about is the inclusive of other funds including the Library, the Cemetery, the Airport and the Go Bond) I want us to focus on the General Fund dollars.

Councilmember White asked in last year presentation, in the budget process, I thought that when we sat down with it that you had figured in 3% and when we sat down and we had information in front of us, I seem to recall someone asking do you have the 3% in here so it would show that amount and what we accomplish with that given and from there we went and I think that increase ended up coming from the Council was one and half. We reduced what we started with. (we did not start with 3% we started with 2%.)

Vikki Chandler showed a formula on the board. We lose that amount of money not just in the first year but in every year after that so that we are not able to build as much as we need in successive years. We have to be ready to say if we don't take it in 2017 then we have to take it at what point are we going to be able to take 3%. We could say lets reduce the capital fund in 2017 lets reduce that down to $600,000 and then in 2018 we will reduce it again to $600,000 at what point are we going to have enough money to invest in our software alone or in our police cars. These are real numbers as far as I am concerned because the need is now. I do not want to be in an emergency situation relative to software that is not attractive.

Mayor Henry said that he understands what Councilmember Skaug is saying. We are in a growth mode form the economy right now but what I never want to do is grow as fast or faster than the economy is that is when you get into trouble. That is why I am not a fan of ever taking foregone, but the 3% or 2% is pretty conservative. When you are in a growth mode things are improving it would make things easier when we are looking at the needs that we have addressed and I have not see anybody oh no we are happy with Springbrook or we have enough police. It is my recommendation is what we do for 2017 that we go with the 3% and the best guess right now is that we can do that and we can be levy neutral or still we might see a reduction in the

levy. If you don't want it now is the time, none of us want to spend a lot of time working on this budget and then present it and then you say we only want a one percent.
Councilmember Levi said would you explain to me now, if we take a 3% increase how do we guarantee a levy neutral. (you can't, you are not going to know what that levy rate is until December – or in September two months after we have set our budget)

If you are willing to let us make our estimates to a neutral position to the levy rate, where we would estimate what we can establish for property tax revenues so that the levy rate stays the same, we will work that.

Councilmember White said that we establish a neutral to the levy rate and urgent and important, the needs does that, will it meet our needs. I think that levy rate we have to be very mindful of that and I think that is very important and we must be mindful, but I believe to do our budget focused on that can sometimes not equate to good policy for the needs or for where we are going as a City or where we are growing as a City so I believe we need all options left on the table.

Councilmember Haverfield said that we are talking about incremental increases over the next few years. What happens if we look for the sake of discussion at a 2.5% increase in 2017 and in 2018 will it net out the same. If we are talking about negotiation a ½ percent.

Mayor Henry said that he is recommending the 3%, I think that it is a fiscally conservative number, I think that the growth is going to meet that so we are going to be levy neutral or we still may see an increase, but more importantly, when I look at the needs that have been outlined out there by these directors and staff I don't see a place where we have a little bit of fat we can trim that. We are run pretty lean as a City even with this we are still running pretty lean.

Councilmember Raymond said that we spend a lot of time talking about the levy and has nothing to do with the taxes that the citizens of Nampa pay but it does have an effect on somebody coming in from the outside because the taxes that the City of Nampa pay are what the City of Nampa budgets so we give a lot of credence to the levy. Unless the Assessor shifts the tax burden from commercial to residential or visa versa the tax stay the same if the budget is at zero. I think that we have some liabilities here that I have not been dwelling on a lot since the last couple of budget years. I think we have some police issues that we need to look, this PL payout that is important and we have a software issue. I would like to keep the budget at zero, I would still like to figure a way to do that but I don't know if I can and I don't know if it is possible based on what we are dealing with.

Councilmember White said that we are the most complete city in the state of Idaho. We have assets that other communities in this state do not have and it is imperative that we as leaders use good stewardship to protect the assets that we have. I will support this.

MOVED by Skaug and **SECONDED** by Haverfield to **proceed with a 3% increase in the budget** as requested. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Annual budget process is to the revenue projects, prepare the current personnel numbers, we are going to build operational expenses, estimate capital and staffing needs. Meetings to review the above numbers between Finance and Directors those meetings will include the Mayor this year. We will prepare budget materials for Council and then we will present the balance budget to Council. We will include, we may include less hashing this year, because we will include the form 50 in final balance to Council and we will include the recommendations of directors in what we would recommend for funding and we so we are going to try and incorporate all of those in the final presentation to Council.

Mayor Henry said that we are going to take these numbers and we are going to present a budget. We have lively discussions with staff on capital needs and all of those things, but when we come to Council we are going to have a balanced budget with an anticipated 3% increase. Once you look at that and say we don't like that you can vote to change it. Those form 50s when we were done, I would get a headache, there were many times that I didn't actually know what we agree to fund finally, we had someone with a calculator adding and subtracting and moving and it is a silly way to do budgeting so we are going to bring a budget.

Councilmember White said that it will have recommended approved as it always has had. It will have the recommended form 50s as it always has but before we get it, am I hearing you say that you have already made that discussion and so department heads are not going to get up and say it is not recommended for funding but . . What all are you telling us.

We are not going to censor directors. In their presentations they will discuss with you what isn't funded. It is going to be in their presentation – Michael is going to come forward in Public Works and he is going to make his presentation and we will be talking about those capital things that are recommended to be funded in the budget. He is not going to come back in two days and make another presentation to get form 50s funded. The Council will have the data on what is not being funded in some form because there is always needs from whatever we don't fund. The capital needs and those needs will already be built into the budget and can be shared at their budget presentation. You will have the form 50s and you will see what is funded and not funded. The presentation from each director will include here is what is funded and here is what is not funded.

Councilmember Haverfield asked if this process will expedite the amount of time it takes us to review and deliberate.

I would like to talk about the number of days that we will be presenting materials. What I would be proposing is that we would schedule 3 days for presentation. Not in three different weeks. I would like us to schedule June 14, 16 and 21st which are Tuesday, Thursday and Tuesday.

We will get the budget materials to you a week in advance.

Councilmember Skaug said for the presentations that we commit to read everything that you present to us from the different departments. We don't need to have the same information in the presentations that we have in the reading.

The questions was asked if directors could forgo presentation from departments that are just business as usual.

Councilmember Haverfield said it would be really nice if the directors would get together and hash things out before coming to us.

Mayor Henry said why don't we come up with a recommendation on those departments that will make a presentation, we can present it to you and you look at that as a Council no we want to look at HR or whoever. . .

The following staff report was given on Local Improvement District (LID) Management. In my memo I listed some pros and cons to local improvement districts not the least of which is that the City goes to a lot of expense to initiate them, complete them and track them. We currently have 50 delinquent LID out of 240 that we are tracking. We had hoped to move the burden from City Staff to the County as is allowed by code. This would have allowed a LID to be put on the tax bill that people would be receiving from the County and payments that were received by the County would have been applied to the various things on the tax bill but the County Commissioners refused to do that, their attorney's thought that they had an out from the code, but our attorneys have been instructed to seek a judicial determination on the state code. In my opinion this needs to be in place before we consider involuntary LIDs, which would likely increase the number of delinquent LIDs that we would have.

City Attorney Maren Ericson said that we have found a contradiction in Idaho Code that there is some mays in one place and some shalls in another place. So the way that the County is interpreting it is different than how we have interpreted it. The County is saying that they are not required to certify the LIDs to their tax rolls so they are not going to. That is just kind of it and they don't want to listen much else. It looks like from the code and how we can interpret it that we do have the option of certifying and that if we choose that option that they shall do it. What we are going to need is a judicial determination; it is called a declaratory judgement. To have a judge interpret the Idaho Code for us and say how we need to follow that. They will sort out the mays and shalls for us and tell us whether or not the County's interpretation is correct or the

City's interpretation is correct. We do know that there are other cities in Idaho that have been certifying delinquent LIDs to the County tax rolls. This determination could effect a lot of people since it is a practice in other cities that will hop onto our side. We need to get this figured out pretty soon, I know August is the deadline for certification. So we need to hurry and get this pushed through so that we can either certify or use other options that we have. There are other options foreclosure options and things like that and the City has not felt comfortable up to this point foreclosing on those properties through own methods. So putting them on the property tax rolls gives the property owners a couple more years to pay them off and puts them in a better position to pay them off gradually rather than all at one time.

The penalty is big for every year it is 10% per annual on those LID. A person that waited years would find an enormous tax lien when they sold their property. That could be even more challenging than trying to get it certified to the County were they would actually see that occurring and know what that bill was and deal with it. It is a state penalty.

1) Accomplish a private-public partnership between property owner and the City to maintain amenities that enhance properties, decrease liability and promote the overall livability and appeal of the City.

2) Have been offered at low interest rates and below-cost to owners by not including the initial expense of engineering, public notices, mailings as well as not including ongoing administrative expense for financial tracking systems, mailings, bond processing, certifications, etc. We seek permission to recover a fair administrative cost for LIDs that would include a greater portion of these direct and administrative expenses.

3) Are challenging: LIDs have lost money for the City when individual LIDs are paid off and the matching bonds are not redeemed. Without redeeming the bond, the City continues to pay interest for an LID bond for which we were not collecting funds. The ordinance creating the LID needs to be changed to contain 1.anguage granting authority to the City Treasurer to redeem and pay bonds. Going forward, the attorney is adding this language in the ordinances.

4) Have remedial methods in State code: Council may consider levying a tax to cover the lost funds for LIDs that are not paid, assuming Council prefers not to foreclose on a property where a lien has been placed for non-payment of a LID. But the bond interest must be paid from the individual LID bond fund, and no other bond fund. This becomes a liability for the City. With an involuntary LID, this situation could become even more frequent. At present we have 54 LIDs with certified delinquencies that we tried to have the County certify. The county has refused to accept these LID delinquencies and to certify these with tax deeds that would allow the County to collect and allocate property taxes to this portion of the debt. The Mayor has requested the City Attorney to seek a judicial declaration affirming the

interpretation by several municipalities of Idaho State Code. Enclosed is Mr. Hilty's letter to the County stating the City's position.

5) Another reason this is important is that developers are starting to come forward seeking a method to fund large initial costs of both commercial and residential developments. Council could decide to use LIDs as a funding mechanism, as was done for Gateway Development in 2010 when public bonds were sold for private development. Appropriate safeguards must be in place to minimize the risk to the City and to transfer that risk to developers. Strong recommendations include a) issuing the LID on a reimbursement basis after infrastructure has been built, which also makes the bonds much more marketable by lowering the risk of fulfillment of terms; b) making the bonds callable on any date so as not to incur any undue interest expense; and c) creating development agreements that are ironclad to remove all doubts about requirements and consequences of non-fulfillment.

6) While LIDs are a tool for effective public-private partnership, they can provide a challenge to appropriate cost recovery and cash flow. The more the City uses them, the more careful we must be with policies, procedures, implementation and application. Otherwise, the City could be losing more than we are gaining at not maintaining our fiduciary responsibility to citizens.

Civic Center Director John Cantlon presented the following request for a public hearing for a price increase.

ISSUE: Prices have not been increased in approximately 10 years placing financial pressure on employee performance, facility management, repair and the image of the facility.

SITUATION:

1. There is no clear reason or modeling formula for any current room rental price.
2. The average rental pricing in the Valley is 34 to 40 cents per foot.
    a. NCC is priced (on average) at 16 cents per foot.
    b. Full facility rental is currently 9 cents per foot.
3. Heavy discounting is occurring, ranging from 15% to 34%.
4. Gratuitously, approximately 23% of the ticketing has been comped on 26,000 tickets.
5. Booking capacity is running around 25% (1,012 events vs 3993 maximum).

PATH:

1. Revise room rental pricing to 19 cents per foot over the facility raising revenue stream 125%.
2. Revise the auditorium rental up 129% from $695 to $960 per day.
3. Establish a second ticketing revenue option for higher cost on key performances.

4. Establish a subcontract ticketing option for third party patrons.
5. Establish criteria for rentals into the contract:
    a. Cap second room rental less 5%, 3rd room less 10% vs 43%
    b. 100% payment when booking is $500 or less
    c. $500 refundable cleaning deposit added
    d. Full payment due 3 days prior to event
    e. Reconciled balance due 30 days net
    f. Discount (5%) on F/B above $5,000
    g. Non-profit patron rental rate is less 10% vs 6% to 8%
    h. City Department rate is at cost of labor plus F/B; rental space waived.
6. Initiate a 4.5% annual price increase in 2017, 2018, 2019, 2020 to get closer to cost neutral.
7. Equipment rental rates to increase 123% to afford repair and replacement.
8. No more free tech time at $25 to $50 per hour for contract labor.

RENTAL SPACE PRICING REQUEST									
FEB 10, 2016 (jdc)	Prices have not been increased for ~ 10 years								
	Prices have been arbitrarily set								
ROOM SELECTIONS	FULL		PRICE	HALF	HALF	OUR	PER FT	$$$	%
Commercial rent is 35 to 40 cents per foot	DAY	SQ FT	PER FT	DAY	PER FT	NEW	NEW	Δ	Change
Banquet North	340	2400	0.14	225	0.09	480	0.200	140	141%
Banquet Central	340	2340	0.15	225	0.10	468	0.200	128	138%
Banquet South	340	2340	0.15	225	0.10	468	0.200	128	138%
Lobby	525	4056	0.13	420	0.10	649	0.160	124	124%
Exhibit Hallway	1	2000	0.00	1	0.00	200	0.100	199	add
Casler North	135	675	0.20	100	0.15	135	0.200	0	100%
Casler South	135	675	0.20	150	0.22	135	0.200	0	100%
HF North	85	450	0.19	65	0.14	90	0.200	5	106%
HF South	135	640	0.21	100	0.16	128	0.200	-7	95%
The Calliope Garden	235	4500	0.05	170	0.04	270	0.060	35	115%
Union Pacific Executive Board Room	130	600	0.22	90	0.15	150	0.250	20	115%
Keithly Room	105	600	0.18	75	0.13	x	x	x	delete
Ferdinand Room	65	209	0.31	55	0.26	52	0.250	-13	80%
PRICE INDEX	2571		0.16			3225	0.19		125%
Full center rental (all renteable spaces)	1695	19185	0.09	1901	0.10	2897	0.151		171%
2015 CAPACITY BENCHMARK: (1012 events of 3993 possibles) or 25%									
Actual posted prices will be rounded up to the next $5.00									

CRITERIA: DISCOUNT & TERMS
Half day rent is less 20% (0800 to 1400) or (1600 to 2400)
** Room discounts previously ranged from 15% to 32%..*
** Full facility discount previously 44% vs standard room rate...*
2nd room less 5%, 3rd room less 10%, full facility less 10% .
No heavy discounts for full facility rental.
No half day rental for auditorium
Non profit rental price less 10% on rooms only
** Non-profit discount was a 6% - 8% discount.*
Additional 5% room discount on F/B orders above $5,000
Initiate an annual 4.5% price increase in 2017...
** Balance to market and rental conditions and volume striving for cost neutral*
100% paid @ booking when $500 or less on any contract
Paid in full 3 days prior to event
Reconciled balance due in 30 days

THEATER PRICING REQUEST					
FEB 10, 2016 (jdc)	Prices not been increased for ~ 10 years				
	Prices have been arbitrarily set				
AUDITORIUM: NCC EVENT (2,800 ft sq)	FULL	SEAT	NEW	SEAT	
Auditorium w/MMs, change rooms, screens, rigging, etc.	695	1.09	960	1.50	138%
Auditorium rehearsal (1/2 DAY)	450	0.70	512	0.80	114%
PRICE INDEX	1145		1472		129%
OR SECOND TICKET OPTION IN LIEU OF RENT					
EX: TICKET FEE @ $2.00 base ($9600 venue)			1280	2.00	
+ Credit card fee per ticket on 640 tickets			288	0.03	
+ mailing fee per ticket on 640 tickets			128	0.20	
+ tax (6%) On $15 ticket average on 640 tickets			576	0.06	
PRICED OPTION			2272	2.29	198%
OPTIONAL Marketing w/email blasts per 640 tickets sold			480	0.75	
SUBCONTRACT CLIENT TICKETING OPTION					
Facility TICKET FEE $2.00 base ($9600 venue)			960	1.60	
+ Credit card fee per ticket on 640 tickets			288	0.03	
+ mailing fee per ticket on 640 tickets			128	0.20	
+ tax (6%) On $15 ticket average on 640 tickets			576	0.06	
Marketing w/email blasts per 640 tickets sold			480	0.75	ADD
PRICED SERVICE			2432	2.54	

Criteria
Other venues run around $3.50 to $5.50 per seat
640 seats x $15.00 (average price per ticket)
Seat ticket fees enabled for independent events
Ticketing service provided as an option
Senior ticket discount (25%) age 65 and older

Councilmember Haverfield said I know that all that you are asking for today is for us to allow you to move forward with a public hearing because there are going to be a lot of people that are impacted by the decisions or the direction that you are asking us to go. You stated that past prices have been arbitrarily set. I would imagine at the time that it was put together somebody had something that they were using, but my question to you is we are talking about leasing space and when you are looking at net areas of rooms not talking bonus standards which would incorporate your hallways and bathrooms so everyone is paying a pro-rated amount. What are using, is it still an arbitrary approach or is there some standard that you are using like BOMA or others that are getting you to this point. I need to know if someone come and asks me okay this is a new pay schedule and it still seems to arbitrary from our stand point what standard are they using.

What I am trying to do is get to cost neutral. So my numbers that I am picking are trying to balance flat or even price per rental over time over two to three years that I can nudge the facility of cost neutral to the City that is my goal. To do that I have simply prepared some pricing to do that.

Councilmember Haverfield said that you are still using an arbitrary system, you are not using an accepted system like BOMA has to put together a price sheet. If I wanted to rent a room and I knew I am renting a portion of the facility and the facility includes a lot of different things. Even renting even one of the smaller rooms I know quite often you see the food out in the corridor area so I think that is where the BOMA standards come in to allow the pro-rated amount of the facility to be charged against the room rate. I am not saying anything about you getting to cost neutral. I think that is an ambitious approach and we would like to see the facility self sufficient.

Mayor Henry asked what BOMA means – Building Owners and Managers Association it is an accepted standard for these rates whether it is office, retail, etc. In this case we are talking about multiple uses in one facility, multiple rooms that can be leased out at one time. If I was to go and make a decision to use this facility and I knew the room rate was based upon a BOMA standard that is an accepted standard in the industry.

If you want me to do that is something that I can do. (the only reason that I say that it gives you a fall back and it gives us a fall back)

One of the concerns I would have is I think that you are going to probably put the rental space into a 34 to 40 cent price index and I think that would just shock to community. (I would like to know that you used a standard instead of keeping it an arbitrary)

Councilmember Raymond asked if you feel comfortable with your supply and demand curve that as you raise these rates that it is going to work out better or is it going to work out worse.

The condition of clients if you will is incredibly low right now I would consider between what I see in the catering aspect has went from $750,000 to $475,000 in food service and that is an indication of lost revenue, lost clients, lost rental space. When you look at the capacity of the facility itself on potential room rentals is 3,993 a year we are at 25% capacity of that today. That is a poor measure in my book. So what I have to do is get more people in terms of doing what you are asking we are seeing that trend pickup, we are seeing people come back to the Civic Center, we are seeing new people coming to the Civic Center, we are actively in the routing process to provide new events we are making new friends from old enemies, such as the Music Theatre of Idaho, we are doing those things to correct that capacity.

Councilmember Raymond asks what percentage of the use comes from the City Hall or. . . (we rented out 1012 venues last year, the city departments used it 205 rentals) I don't necessarily think that we need to transfer the money but I think that needs to be disclosed on your reports so if the City departments used up the residual that the clients aren't then it should be zero that is the way we should look at it.

Mayor Henry said that we are looking into how to process the City Departments using the Civic Center.

Councilmember Bruner asked if we are giving up revenue for the city using those facilities. (we steer city functions away from the prime time of Thursday, Friday and Saturday we want them to use the soft days.)

We are looking at event software that will allow us to look at our booking numbers more clearly and it lets us see down the road at open dates, it allows us to manage our facility. We are not clear enough or astute enough in terms of being able to look at the detail to be fiscally responsible in my opinion.

Councilmember Skaug said that I don't see that your numbers that you have chosen are arbitrary, when I think of arbitrary I think of pulling numbers out of the air and that is what has been done in the past. Looking at what you presented, he presented things from across the valley, the

amounts per square foot, so you are coming in pretty low and cost neutral is not arbitrary, but it is good to look at the BOMA and I think that you are right and I think that it going to astronomically high and still be competitive. On the City departments using the facility if you take one banquet area that has been used in the past for a retirement party say for the police and that is a large room what is the cost of the facility to facilitate that with employees and setup. (we have looked at the cost and it basically tear down and setup labor, we are about 300 to 350 dollars per room per event, so when you get into larger events it multiplies three banquet rooms becomes around $1,100.)

Councilmember Haverfield said when I asked for BOMA standards, there is some confusion on the Council on the Council and it looks like you are using net room areas as far as to determine what you are going to be basing it on along with your theatre cost and your equipment pricing that is used after that. Rather than you do a long and exhausting look to satisfy some concern that I might have, I would be happy to talk to you afterwards but it looks like that is the standard that you are using so at least that gives me some assurance, because I am going to be approached by people that I know asking why the room is the way that it is.

MOVED by Skaug and **SECONDED** by Bruner to **authorize staff to have a public hearing to increase the Civic Center fees** as requested. The Mayor asked all in favor say aye with all Councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

The mayor adjourned the meeting at 11:00 a.m.

Passed this 7th day of March, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL COUNCIL
Joint Meeting With Canyon County Commissioners & Caldwell City Council
Canyon County Commissioner's Office, Caldwell, Idaho
February 16, 2016

The meeting was called to order by the Canyon County Commissioners at 1:30 pm.

Clerk made note that Mayor Henry, Councilmembers Raymond, Bruner, White, Levi, Haverfield (arrived at 1:37 pm), and Skaug were present.

Nampa City staff that was also present were Planning & Zoning Administrator Norm Holm, Staff Engineer Daniel Badger, Community Planner Karla Nelson, and Communications Director Vickie Holbrook.

Canyon County Commissioners present were Steve Rule, Craig Hanson and Tom Dale.

Canyon County Planning & Zoning Director Patricia Nilsson, Canyon County Attorney Zach Wesley, Caldwell Public Works Director Brent Orton, Caldwell Planning & Zoning Director Brian Billingsley, and Caldwell Mayor Garrett Nancolas were also present.

Patricia Nilsson said the meeting was probably the first of several Area of Impact negotiations over the next few years.

Meeting Goals

1. Review definition of area of city impact
2. Review proposed boundary adjustments and expansions
3. Decide if amendments should be sent to respective Planning and Zoning Commissions for initial public hearing

Nilsson said this was the very beginning of the process. It was not to approve or disapprove any changes but to agree on taking something to the Planning & Zoning Commission and they would make a recommendation to their respective governing boards.

Land Use Decision Matrix

Comp Plan Land Use Designation	Zoning	AOCI	Ag viability (property size, ag exemption history, adjacent uses conflict with residential)	City Comprehensive Plan Future Land Use	Map Amendment from Ag to Residential?	Rezone to Residential?
Agriculture	Agriculture	Yes	Yes	Agriculture	No	No
				Urban uses	Yes-contingent on service planning	Yes – contingent on services
Agriculture	Agriculture	No	Yes	N/A	No	No
Agriculture	Agriculture	No	No	N/A	Yes	Yes
Agriculture	Residential	Yes	If yes, evaluate opportunity for clustering of residential uses.	Urban uses	Yes	N/A
		No		N/A	Yes	
Residential	Agriculture	No	If yes, evaluate opportunity for clustering of residential uses.	N/A	N/A	Dependent on provision of services
		Yes	If yes, evaluate opportunity for clustering of residential uses.	Urban uses	N/A	Dependent on provision of services
				Agriculture		No

What is an Area of City Impact?

IC67-6526(a): Subject to the provisions of section 50-222, Idaho Code, an area of city impact must be established before a city may annex adjacent territory.

IC67-6526(b): In defining an area of city impact, the following factors shall be considered: (1) trade area; (2) geographic factors; and (3) areas that can reasonably be expected to be annexed to the city in the future.

5 Basic Elements of an Agreement

1. Define the area (map)
2. What plans, ordinances or policies will apply?
3. How do the county and city communicate land use/zoning activity?
4. Annexation policy
5. How do we renegotiate?

Renegotiation

Governed by 67-6526(d):

(d) Areas of city impact, plan, and ordinance requirements shall remain fixed until both governing boards agree to renegotiate. In the event the city and county cannot agree, the judicial review process of subsection (b) of this section shall apply. Renegotiations shall begin within thirty (30) days after written request by the city or county and shall follow the procedures for original negotiation provided in this section.

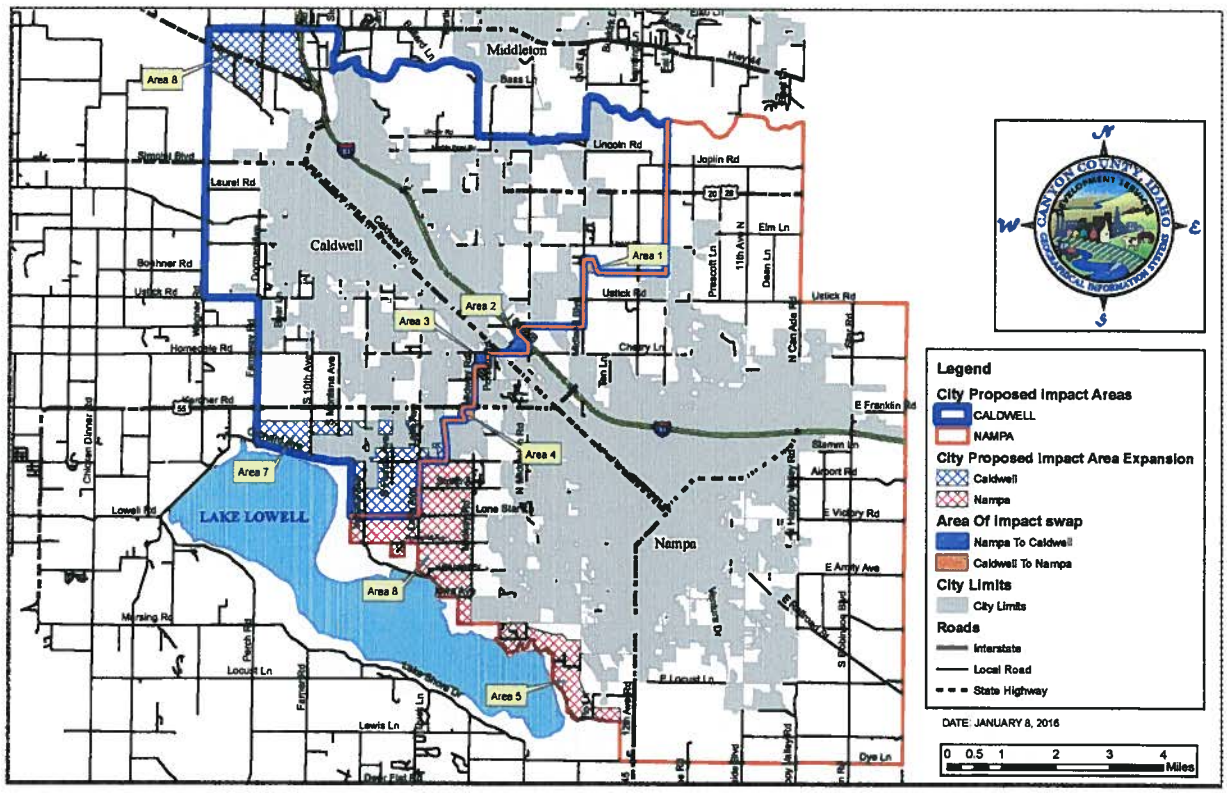
Written requests should be addressed to the County Commissioners. A joint meeting will be scheduled within 30 days unless both parties waive, in writing, this requirement.

Special Council
February 16, 2016

Next Steps

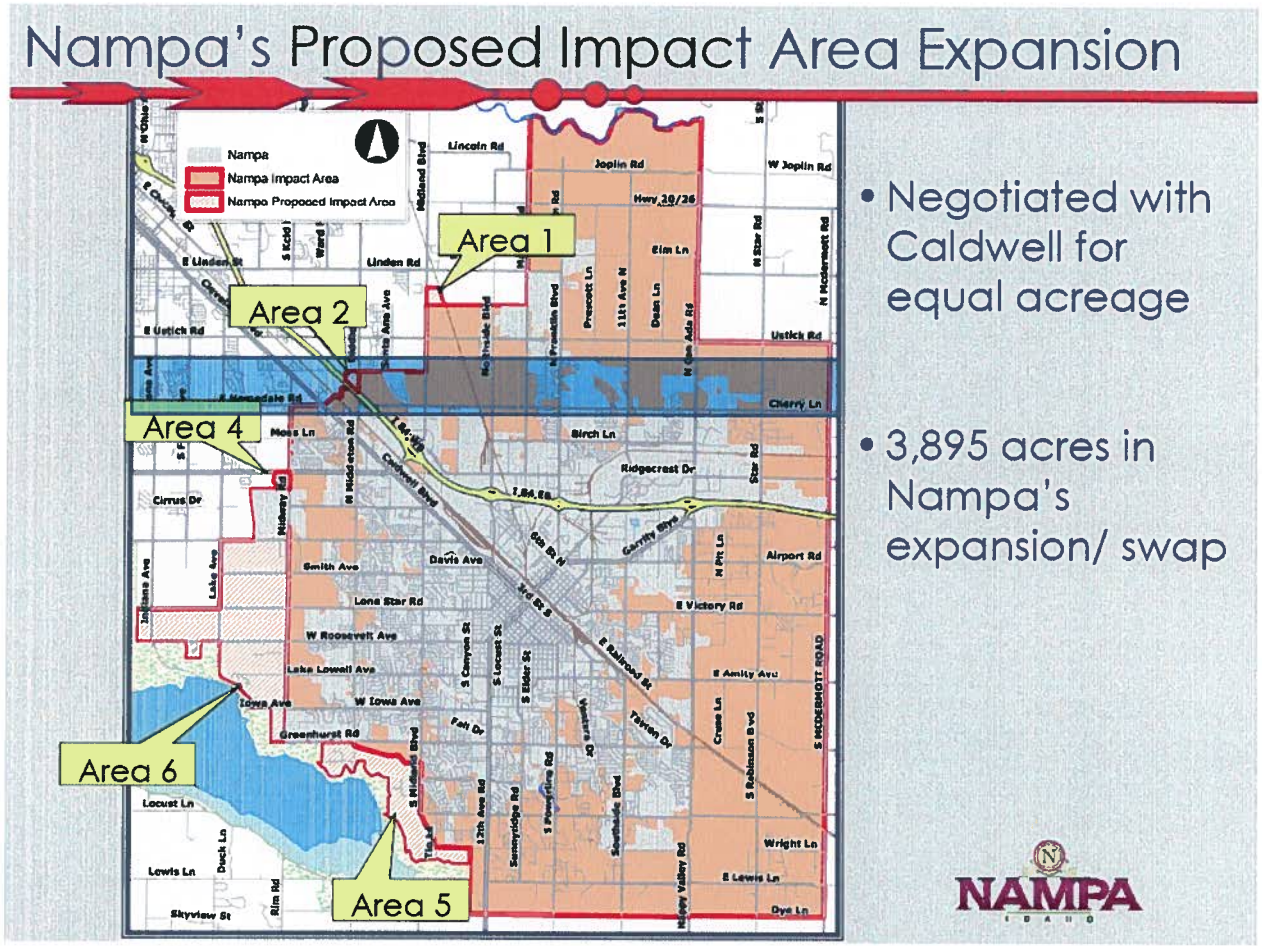
- Develop detailed template?
- Additional data needed?
- P&Z Training?
- Any imminent renegotiations?
- Other needs?

Review of Proposed Boundaries



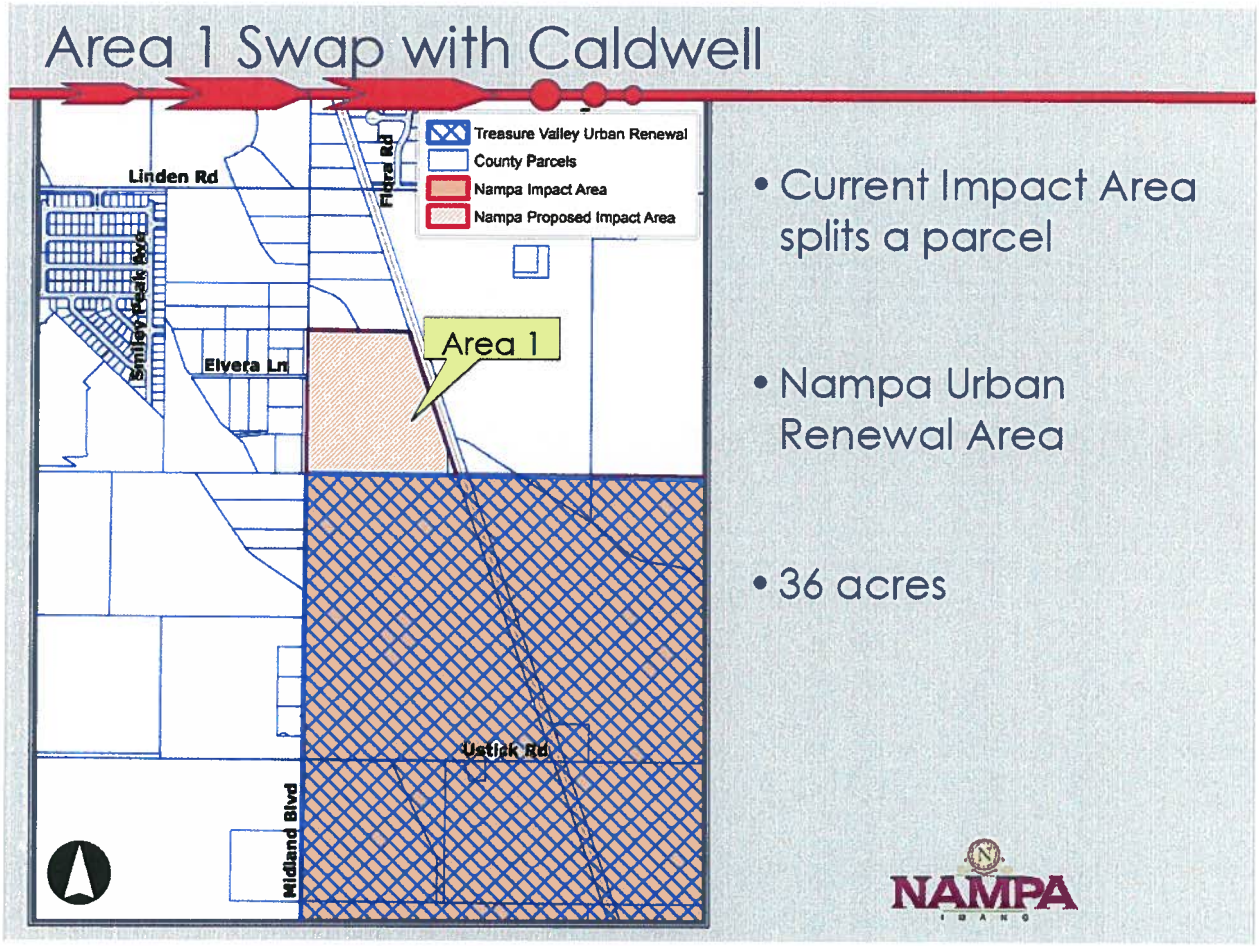
Requested Action

Need agreement to send the proposed amentings to the Planning & Zoning Commission for a public hearing.

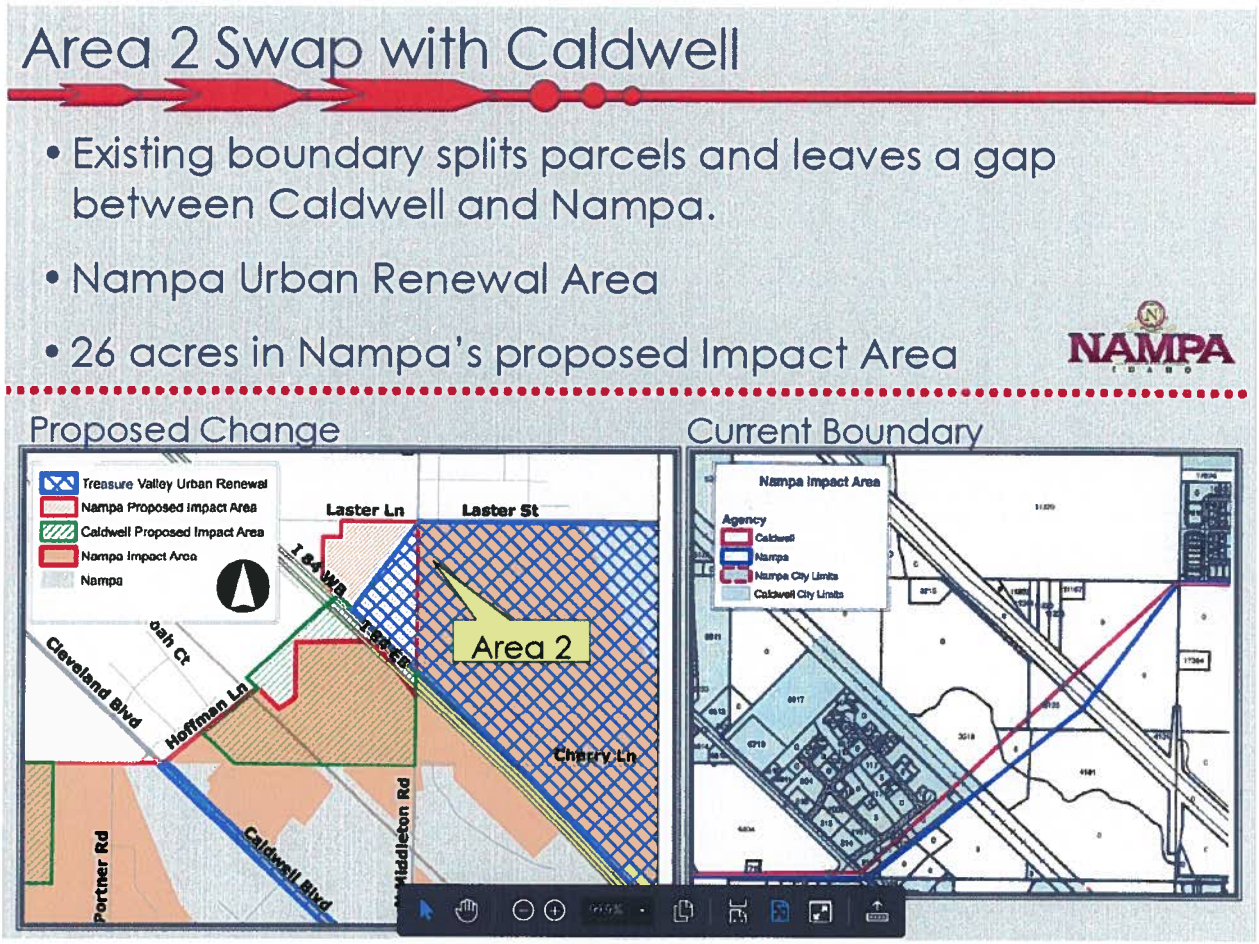


Nampa Planning & Zoning Administrator Norm Holm said he thought it was expedicious and beneficial to have all the parties meeting. Area 5 and Area 6 are Nampa's areas of expansion. Areas 1, 2 and 4 are the "swap" areas between Nampa and Caldwell. These are areas that were in the Caldwell Impact Area that we were swapped back and forth to equalize, in relationship to the Nampa and Caldwell Impact Area acreage. This all started back in 2005. This has been on the books for along time.

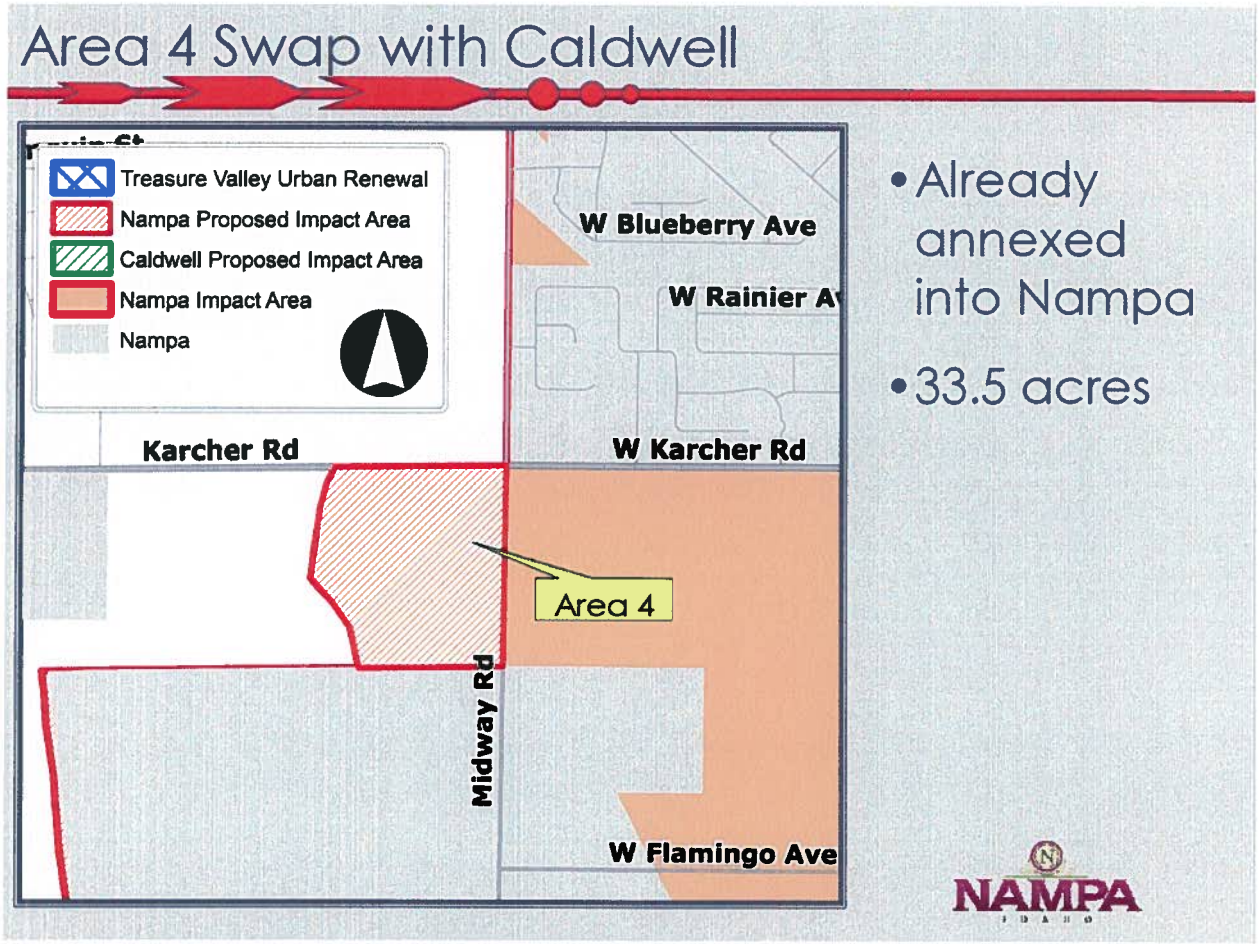
The total area of the expansion and/or swap is in Nampa's case, 3,895 acres. That is the area on the map with the red "cross hatches".



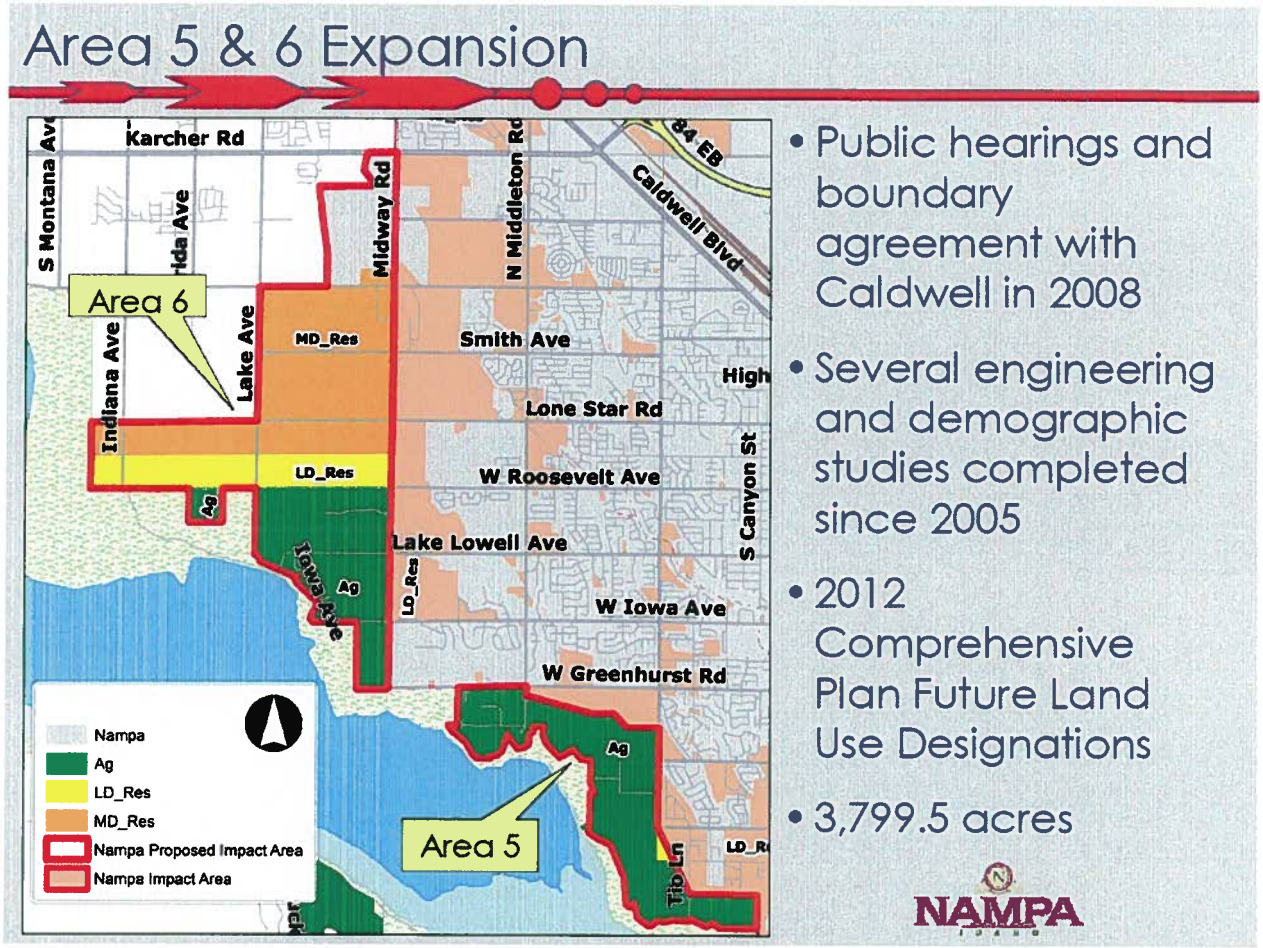
This is currently in Nampa's Impact Area but it splits a parcel. The desire is to bring the entire parcel into the Nampa Impact Area so that the owners deal with with only one entity. That is a 36 acre piece.



This is another situation where the existing boundary splits parcels and leaves a gap in between Caldwell and Nampa areas. It is also an area that is in the Nampa Urban Renewal area. It is approximately 26 acres and it just makes sense to bring all of that into the Nampa Impact Area.



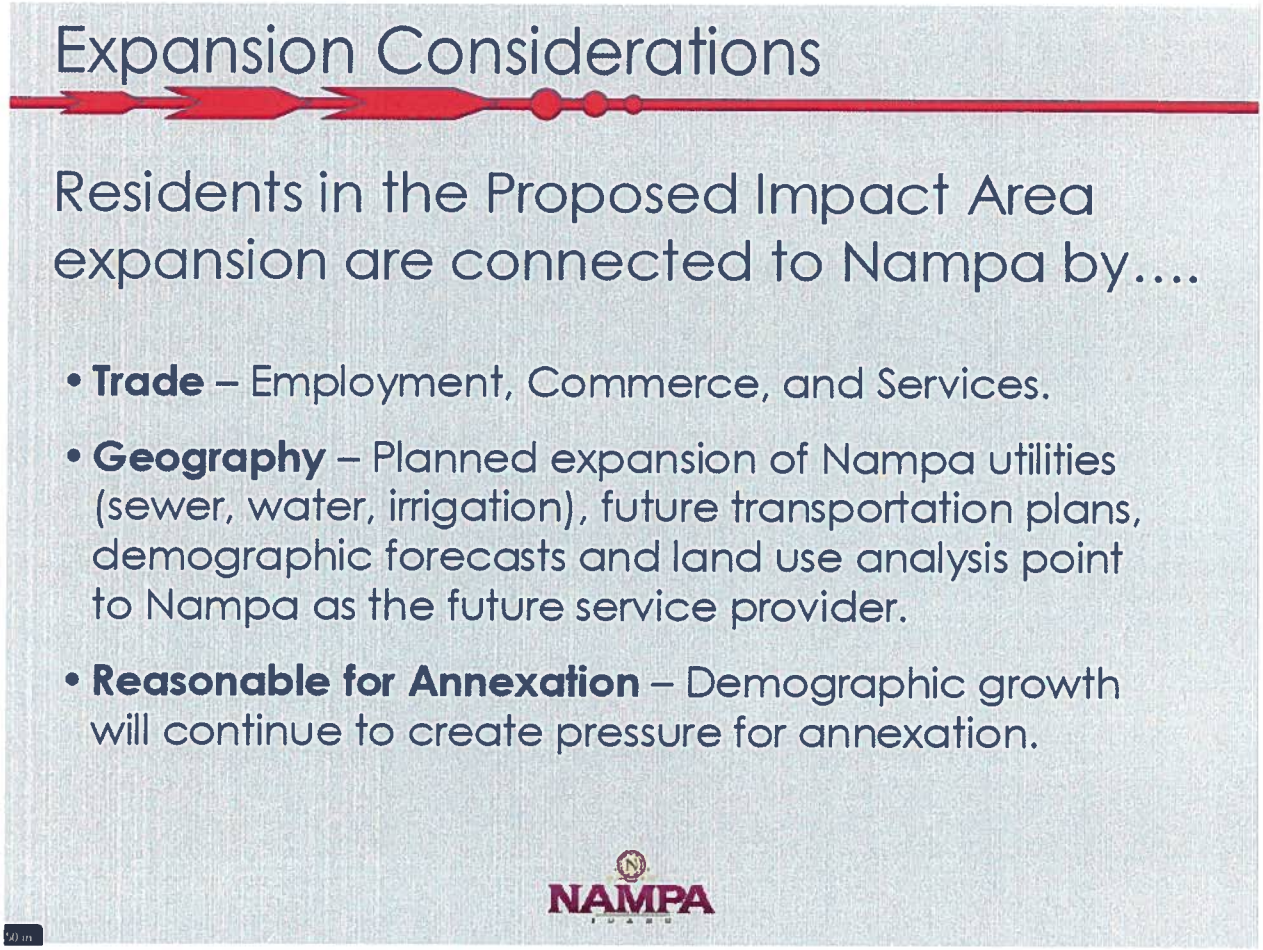
Area 4 is an area that has been annexed into the City of Nampa and it needs to be brought into the Impact Area even though it has already been annexed. That is 33 ½ acres.

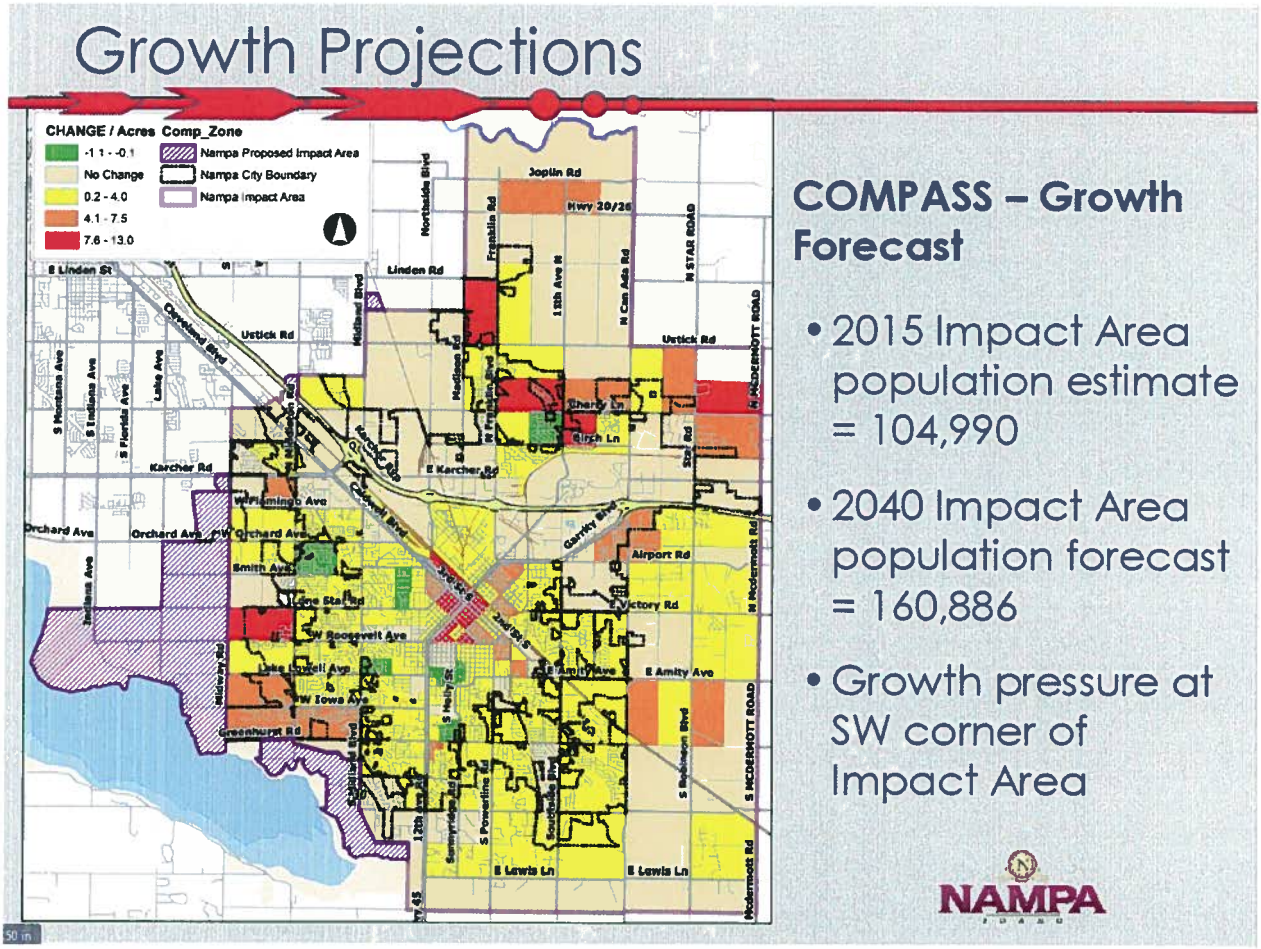


The main areas are Areas 5 & 6. Directly to the west of Nampa on Midway is the existing impact boundary. This is an area that was discussed and negotiated between the two cities back in 2005. That line has been agreed upon and Norm Holm said we have formally been treating it in terms of how we look at land use and projects in that area as an area of our interest. But it is not been formally negotiated with the County to establish that line as our expanded impact area. That area has had several engineering and demographic studies that have been completed for the expansion of Nampa into that area. In 2012 Nampa updated future land use designations for that area which are shown on the map.

Area 5 is an agriculturally designated area to the east of Lake Lowell. That is an area that is close by, has Nampa subdivisions and city limits encroaching up to it.

The total acre swap of all the areas is 3,779 ½ acres.


Expansion Considerations
Residents in the Proposed Impact Area expansion are connected to Nampa by....
• Trade – Employment, Commerce, and Services.
• Geography – Planned expansion of Nampa utilities (sewer, water, irrigation), future transportation plans, demographic forecasts and land use analysis point to Nampa as the future service provider.
• Reasonable for Annexation – Demographic growth will continue to create pressure for annexation.
NAMPA



Impact area boundaries should not cut through the middle of properties. They should follow property lines. They should mostly follow roads, rivers, railroads and landmarks like that. And agreement was worked out where the Area of Impact boundary will not go through the middle of any properties.

Area 7 is north of Lake Lowell on the south side of Caldwell. The City of Caldwell already annexed several hundred acres of land south of Karcher Road, south of Caldwell's Area of Impact boundary. Caldwell already had sewer studies done in the area and are able to serve the area. It is a very logical expansion of Caldwell's Area of Impact to the south. It goes from west to Farmway Road and south to Lonestar Road.

Sewer was recently extended into Farmway Village, Area 8 on the northwest side of Caldwell. Water has been extended to the new RV park on Highway 20-26. Caldwell has facilities in the

area now and it just makes sense to expand the Area of Impact boundary into both of those regions.

Mayor Nancolas thanked the City of Nampa. It has been an exercise of two communities working extremely well together over a period of time. The lines that were drawn were not drawn arbitrarily. They were based upon engineering assessments of what was the easiest place to service with water or sewer. This is a well thought out plan that has had lots of discussion over the years.

Councilman Raymond asked if there were any Urban Renewal areas in the Caldwell Impact Area.

Norm Holm said no.

Commissioner Rule asked if there were any questions.

Commissioner Hanson said that was the first meeting of that type that he had been a part of as a commissioner. It is a clarification issue more than anything.

Commissioner Dale said he thought the meeting completed the requirements of the law. The meeting allowed for it to move ahead. It has been a long drawn-out process.

Patricia Nilsson the Canyon County Commission's next step was to send the amendment to the Canyon County Planning & Zoning for a public hearing.

After all the Planning & Zoning Commissions have met and made the recommendation, they can "huddle" and make see if there are any changes coming out of that. The Cities of Nampa and Caldwell will act first. Then the Canyon County Commissioners will have the final action.

Brian Billingsley said the land use plan for the northwest area has not been adopted yet. The Area of Impact needs to be expanded first. There are some preliminary plans put together. The properties along Highway 20-26 will probably have an industrial land use. The properties near the interchange will be commercial. And the properties away from Highway 20-26 will probably have a residential land use.

Commissioner Rule asked how far towards Highway 44 did the City of Caldwell plan to go.

Brent Orton said that as far as utilities go, up at Purple Sage Golf Course, Caldwell does have a city will that is serving the Purple Sage Elementary School. That was something that the city acquired in 2008 with the intention to just be prepared. Some sewer master planning has also been done. It goes beyond what they are proposing.

Mayor Nancolas said that with the new Highway 30 bridge that will go across the Boise River, just west of the Boise River and just a little south where the current location is, it is Caldwell's goal to also bring services across the river at that point. So they would not only be able to serve properties to the west of the interstate but also to the east of the interstate in the Canyon Hill area where Rio Vista acres is, the Exit 26 area. They have had a developer with a proposed concept for a development in that area. It is a commercial development. Then across the interstate where the sewer has now connected to Farmway Village, there is a lot of activity going on right now. That is all commercial in that particular area. So that whole area has received a lot of attention since those services have been taken across the river. He thought they would also get the same attention once they get services across the river where the old steel bridge is, the Highway 30 bridge.

Councilmember White asked Patricia Nilsson asked what the time line was.

Nilsson said that typically the notices they provide, probably the soonest they can get to a hearing would be about six weeks.

The meeting was adjourned at 1:59 p.m.

Passed this 7th day of March, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

NAMPA PLANNING & ZONING COMMISSION
MINUTES OF REGULAR MEETING HELD
TUESDAY, FEBRUARY 9, 2016, 6:30 P.M.

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

Chairman McGrath called the meeting to order at 6:49 p.m.

Chairman McGrath welcomed Bret Miller as a new member of the Planning and Zoning Commission, taking Aaron Randell's position after his resignation from the Commission.

Approval of Minutes. Keim motioned and Rodriguez seconded to approve the Minutes of the January 26, 2016 Planning and Zoning Commission meeting.

Report on Council Actions. Chairman McGrath introduced City Council member Randy Haverfield as the new City Council/Planning and Zoning Commission liaison. **Councilor Haverfield** emphasized he would be available if any of the Planning and Zoning Commission members had questions and added he would welcome any questions or e-mails and would be happy to respond.

There were no business items on the agenda.

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

Chairman McGrath noted the application had been withdrawn by the applicant: Rezone from RS-8.5 to RA at 11370 Smith Ave. (A 9.576 acre portion of the NE 1/.4 of Section 9 T3N R2W BM), for Jose M Hernandez (REZ 2112-16).

Rezone from DH to DV and 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 Building at 8 10th Ave S, 16 10th Ave S, 1012 1st St S, and 1014 1st St S. (A .962 acre or 41,905 sq ft portion of the SE ¼ of Section 22 T3N R2W BM), for Mike Mussell (REZ 2121-16 and CUP 2122-16)

Chairman McGrath proceeded to public hearing.

Mike Mussell of Mussell Construction, Inc, 320 11th Ave S, Nampa - the applicant:

- Mr Mussell noted he was representing himself and the other property owners involved with the application.
- Mr Mussell stated the properties were located on the corner of 10th Ave S and Front Street.
- The property, added Mr Mussell was currently zoned DH (Downtown Historic) and the applicants were requesting a Rezone to DV (Downtown Village) along with approval of a Conditional Use Permit.

- Mr Mussell noted the future plans for the old library building at the southwest corner of 11th Ave S and 1st St S and suggested parking arrangements need to be considered, along with improvements to the surrounding properties.
- Mr Mussell stated he had joined together with the owners of the west half of Block 5 of Nampa Original Townsite Subdivision, to form a plan.
- According to Mr Mussell, the proposed master plan for the proposed renovation would include the revamp of the subject properties, help with the revitalization of the Nampa downtown area, along with the future renovation of the old library.
- Mr Mussell reviewed the Master Plan with the Commission, including the parking area, with the area north of the parking lot to be indoor storage for Owyhee Sheet Metal, and the new alignment shop for Ruben's Auto Body on the corner of 10th Ave S and Front St.
- Mr Mussell added the property owners hoped to partner with the City to help add quality to the downtown Nampa area. The curb, gutter and sidewalks, advised Mr Mussell were in poor condition at the present time and noted the applicants may need help with those improvements.
- Mr Mussell indicated photos showing the current condition of the sidewalks, curbs and gutters.
- The present zoning, suggested Mr Mussell, did not create the needed buffer from the seed company right into the Downtown Historic District. Mr Mussell reported some of the Code restrictions in the DH zone made it difficult to do anything with the subject properties.
- **McGrath** inquired about the tri-color building elevations shown by Mr Mussell.
- **Mr Mussell** stated he was just trying to present some ideas for the proposed project – with stucco and windows and all the access off the back side of the building – the parking would be at the front on the corner of 10th Ave S and 1st St S, behind that would be the inside storage area for Owyhee Sheet Metal, and behind that would be the alignment shop.
- From a distance they would look like buildings that had been rehabilitated, added Mr Mussell.
- Mr Mussell considered it would make sense to fade into the Downtown Historic District with the rezone to DV and the proposed project.
- Mr Mussell added the applicants would follow any conditions required with the Conditional Use Permit approval.
- Mr Mussell noted the pictures of the curbs, gutters and sidewalks on the west side of 11th Ave S and 1st St S and considered the condition of those curbs, gutters and sidewalks was not acceptable for the City of Nampa.
- According to Mr Mussell, he did not want to put $2 million into the old library building and have the current conditions across the street remain.
- Mr Mussell reported over $1 million would go into the renovation of the subject half block area that would create many jobs.
- **Gunstream** questioned if the proposed parking lot would be private and **Mr Mussell** stated the parking area would be for employees and customers, and the intent would be to also obtain additional parking in the vicinity.
- In response to a question from **Gunstream, Mr Mussell** stated the proposed parking area would meet City Code and would have vehicles coming out on to 10th Ave S or the alleyway.

Assistant Planning Director Hobbs:

- Hobbs noted the two actions before the Commission were the rezone request and the Conditional Use Permit for the subject properties.
- Hobbs indicated some photos of the subject properties and surrounding area.
- Hobbs reviewed the Staff Report and recommended conditions of approval.
- Hobbs discussed the 2005 Rezone of the Downtown area into Downtown Historic, Downtown Business and Downtown Village and questioned if the subject properties would be considered historic.
- Hobbs discussed the land use differences between the DH and DV zoning districts, as well as the design review and setback differences.
- According to Hobbs, the concept plan was favorable and an improvement to the surrounding area
- **Kehoe** inquired who was responsible for the maintenance of the curbs, gutters and sidewalks.
- **Badger** advised that per City Code, the property owner had the responsibility for the maintenance of the curb, gutter and sidewalk. In the past, added Badger, the property owners had requested the opportunity to fix some of the curb, gutter and sidewalk, however, due to the DH standards at the time with the brick pavers, etc, they were not able to accomplish that without transitioning to the full streetscape plan.

- The Nampa Streetscape Plan, added Hobbs, had recently been virtually nullified by City Council.
- The curb, gutter and sidewalk improvements for the proposed project, continued Hobbs, would probably be by the applicants, unless the City was able to come forward with some kind of assistance.

Chairman McGrath proceeded to public testimony.

Jeremy Hefner of 1216 Ruth Lane, Nampa – in favor:
- Mr Hefner stated he grew up in Nampa and had recently purchased Ruben's Body Shop and had been managing the business with Ruben over the past year and a half.
- According to Mr Hefner, they had seen the need to expand and grow as the City expanded and grew and wanted to be a part of that growth.
- With the help of Mussell Construction, continued Mr Hefner, the property owners could all work together and create more jobs and make the downtown area a lot nicer, a lot better, and a lot more usable for everybody.
- Mr Hefner added the Rezone and Conditional Use Permit approval would help them grow as a small business, as well as keeping things local.

Mike Mussell:
- Mr Mussell stated he had talked to some of the City Council members and they had recommended he bring the curb, gutter and sidewalk issue as a separate case before the City Council and there may be the possibility of either some help from the City, or a partnership.

Ruben Gaona of 211 10th Ave S, Nampa – in favor:
- Mr Gaona stated he concurred with Mr Hefner and Mr Mussell.

Jerry Dickerson of 3615 S Raintree Dr, Nampa – in favor:
- Mr Dickerson concurred with the previous speakers.

Morgan Treasure of 9 12th Ave S, Nampa – opposed:
- Ms Treasure stated she was representing the Downtown Nampa Community Association.
- According to Ms Treasure, the Downtown Nampa Community Association had recently put a lot of energy in building back some excitement in Downtown Nampa, getting people interested, bringing investors in.
- Ms Treasure stated the DNCA considered the application before the Commission was premature because the entire plan appeared to be predicated on the plans for the old library going through, and at the present time that was all still in negotiation.
- Ms Treasure referred to the visit by Kevin Daniels with the Main Street Program, a nationally recognized downtown revitalization program.
- According to Ms Treasure, the DNCA took Mr Daniels on a tour of downtown and one of the first things he said was to get rid of all of the parking lots, because parking lots kill downtown and downtown vitality.
- Therefore, added Ms Treasure, the plan involving a parking lot with Front St frontage was concerning especially with the development of the old library – because it was a great historic building.
- **Kehoe** considered the applicants were submitting a project that would improve the downtown area and questioned it should be denied because a parking garage would be preferential.
- **Ms Treasure** responded and stated that parking lots would reduce the available land for 2 and 3 story business buildings.
- The concern, added Ms Treasure, was that allowing a use (parking lot) to come in that would then take that very valuable space that could be used for a number of business and second story residential use.
- **Keim** inquired how many members comprised the Downtown Nampa Community Association.
- **Ms Treasure** stated the DNCA was a non-profit for participation by the entire community, including the Main Street America Project, which came from Historical Preservation at the Federal level.
- The other organization involved, stated Ms Treasure, was the BID (Business Improvement District).
- **Keim** suggested the proposed buffer project transitioning into the downtown core would be beneficial.
- **Ms Treasure** replied that although a buffer was a good thing, the concern was regarding the fact the use would be for automobile alignment. The building renderings, added Ms Treasure, indicated a single story building, not two story buildings and was not in line with a historical looking building.

- Ms Treasure considered if the subject properties were rezoned to DV then that could not be undone and it would impact the future.
- **Miller** noted a lot of the buildings downtown were currently sitting empty.
- According to **Ms Treasure**, there was a problem finding retail frontage for businesses and projections indicated there were a few big projects happening followed by expansion and build out.
- **Miller** considered if the subject area was cleaned up he would be encouraged as a future business owner to see the City was improving the area and things would be getting better in downtown Nampa.
- **Miller** questioned if the subject properties would ever change unless the current owners could proceed with their proposed project.
- **Ms Treasure** noted there was no more downtown space available because the area was restricted by the Downtown boundaries.
- **Rodriguez** referred to Kevin Daniels, a worldwide multi-million dollar developer originally from Nampa.
- According to Rodriguez, when Mr Daniels toured downtown Nampa he had stated economic development was never going to get ahead because of: the traffic flow, and empty parking lots.
- What he also said, added Rodriguez, was the existing zones restrict what development could occur downtown.
- Rodriguez noted there were now businesses owners that were willing to expand and beautify the subject properties that need to be cleaned up.
- **Ms Treasure** reiterated that retail uses with a building of more than one story would be the type of development needed for downtown and not something that would take up a lot of space with parking.
- **Keim** considered the proposed project would be a nice transition.

Assistant Planning Director Hobbs:

- Hobbs advised no correspondence had been received from the Economic Development Department regarding the preservation and supervision of the downtown set of zones.
- In 2005, stated Hobbs, the downtown zones were implemented, with the idea of creating a much larger downtown core with a campus like environment and with a historic area.
- Since that time, continued Hobbs, there had been just about no redevelopment, and the City Council recently discussed deleting the building height minimum standard for the Downtown Business area.
- Hobbs suggested the entire downtown core needs to be revisited.
- According to Hobbs, the Zoning Code revisions had been started but had not been finalized and discussed the principles of the Form Based Code.
- Those revisions, explained Hobbs, would have to be approved by City Council after input by different groups.
- Hobbs considered if the current applications before the Commission were to be approved it would be a step in the direction of improvement.

Mr Mussell:

- Mr Mussell stated a business had to be reviewed in terms of what pays the bills, and what is good for the community. Mr Mussell added he did not know of any business that could survive without available parking.
- Mr Mussell explained the property owners for the proposed project were asking for a transition from seed companies and industrial railroad properties to the proposed project which would be approved under a Conditional Use Permit, thereby giving control over the proposal.
- Mr Mussell reiterated the property owners were asking for something that was presentable and something that would create jobs, and also made sense because it would be a buffer between the DH and adjacent DV zoning districts.
- Mr Mussell emphasized he was all about fixing that half block on the west side of 10th Ave S and the north side of 1st St S. The other property owners involved in the proposed project, added Mr Mussell, were also all about the downtown Nampa area and bringing jobs in.
- **Chairman McGrath** inquired if the applicants would have a problem with the increased setbacks in the DV zoning district.
- **Mr Mussell** replied he would have no problem with the DV zone setbacks.
- Discussion followed on the building height and façade.
- Mr Mussell noted some of the issues with the DH district requirements which included no fences, no screens and considered many business/property owners' hands were tied with what they could do.

- In response to a question from **Myers, Mr Mussell** stated the existing building on that half block would be removed.

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

- **Kehoe** stated he was definitely all in favor of beautifying downtown and considered the proposed project would do more for the City than if the City waited 20 years.
- **Myers** considered 11th Ave S was more of a natural boundary between the DH and DV zoning districts.
- Myers added he did not see a problem with the auto alignment shop on that half block and did not foresee that area being a retail corridor.
- **Gunstream** noted the subject half block was right next to the railroad, and next to the 11th Ave entry and suggested it would improve the area.
- **Rodriguez** stated he was in favor of the application to Rezone and the Conditional Use Permit application.

- **Chairman McGrath** inquired if Mr Mussell would be willing to enter into a Development Agreement.
- **Mr Mussell** stated he would be willing to listen to anything but did want it to be fair to all parties involved.

Myers motioned and Gunstream seconded to recommend to City Council the Rezone from DH (Downtown Historic) to DV (Downtown Village) for 8 10th Ave S, 15 10th Ave S, 1012 1st St S and 1014 1st St S subject to:

1. **The Applicant(s) as Owner(s)/Developer(s) [shall] enter into a Development Agreement with the city of Nampa. The Agreement 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)' requests. Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of the application [Project] submittal as accepted, or accepted with required changes, by the City's Council.**

Motion carried.

Myers motioned and Gunstream seconded to approve the Conditional Use Permit (upon finalization of the Rezone to RD) for 8 10th Ave S, 15 10th Ave S, 1012 1st St S and 1014 1st St S, subject to:

1. **Owner(s)/Applicant(s) shall comply with all applicable requirements [including obtaining proper permits] as may be imposed by City departments or outside agencies appropriately involved in the review of the request (e.g. Nampa Fire, Building, Planning and Zoning and Engineering Departments, etc) as the Conditional Use Permit approval does not, and shall not, have the effect of abrogating requirements from those agencies.**
2. **The Conditional Use Permit sanctions only the general acceptability of the use and the affiliated concept site plan reviewed and approved by the City in the location identified by City reporting as the Property. Accordingly, the Applicant shall develop/construct the auto body repair shop, storage building and parking lot as authorized by the Conditional Use Permit approval in accordance with the City's Design Review and Commercial Building Permit Review processes' conditions (as based in Zoning, Building, Engineering, and Fire Codes and standards adopted by the City of Nampa).**

Motion carried.

Conditional Use Permit for a Bar in a BC zoning district at 102 and 106 11th Ave N. (A .493 acre or 21,475 sq ft portion of the SE ¼ of Section 22 T3N R2W BM being Lots 7, 8 and 13, Block 83 in Griffith & Kings and Duffes Additions) for John M Wickersham (CUP 2124-16).

Chairman McGrath proceeded to public hearing.

John Wickersham of 102 11th Ave N, Nampa – the applicant:

- Mr Wickersham stated the property had previously been the old Mona Lisa Restaurant building.

- According to Mr Wickersham when he purchased the building in January of 2013 he put in a lot more money than had been anticipated in order to bring it up to City Code.
- At the present time, continued Mr Wickersham, was a restaurant that meets City standards.
- Previously, stated Mr Wickersham, he also had a Vapor Shop that did not work well so it was decided to put a couple of pool tables in that area to expand the square footage of the bar.
- Mr Wickersham noted the new alcohol license holder for the restaurant/bar.
- According to Mr Wickersham, he would be leasing out the restaurant/bar area because he ran the bar for two years and it did not work out for him.
- **Kehoe** inquired if Mr Wickersham still operated the motorcycle repair shop from the premises.
- **Mr Wickersham** stated he was still operating the motorcycle repair shop out of the premises and considered that approximately 45 percent of the building would be leased for the restaurant/bar business.

Assistant Planning Director Hobbs:
- Hobbs reviewed the Staff Report.
- Hobbs indicated the City of Nampa Land Use Chart in the Zoning Ordinance, and noted a bar as a primary use of the premises required a Conditional Use Permit.
- Hobbs noted the aerial view and the parking for the subject property.
- **Kehoe** inquired if the Nampa Police Department had been contacted regarding any issues with the subject property.
- **Myers** noted that with a renewal request for the Alcohol License the Police Department would be notified.

Chairman McGrath proceeded to public testimony.

Mr Wickersham:
- According to Mr Wickersham, the Fire Department uses the top of his building for training.
- Mr Wickersham stated he knew of only three incidents where the police were called, other than five calls from when the alarm had gone off or someone was trying to break in.
- Mr Wickersham emphasized there had never been a fight in his bar.
- The initial idea for the business, stated Mr Wickersham, was for a motorcycle quick lube where a customer would come in, get their bike serviced immediately and have a sandwich and beverage while they were there.

Kropp motioned and Keim seconded to close public hearing. Motion carried.
- **Rodriguez** stated he had been in Mr Wickersham's bar when he worked with the Nampa Police Department and considered it to be a good business.

Gunstream motioned and Keim seconded to approve the Conditional Use Permit for use of an existing building as a bar/tavern in a BC zoning district at 102 and 106 11th Avenue North, for John W Wickersham, subject to:

1. **Owner/operator/Applicant(s) shall comply with all applicable requirements [including obtaining proper permits and making requisite site improvements] as may be imposed by City agencies appropriately involved in the review of the request (e.g. Nampa City Clerk, Police, Fire, Building, Planning and Zoning and Engineering Departments, etc) as well as State or Federal agencies/departments that may be involved in this matter as the Conditional Use Permit approval does not and shall not have the effect of abrogating requirements from those agencies/departments.**
2. **The Conditional use Permit for the bar use shall be valid for 102 and 106 11th Avenue North only, and for as long as John Wickersham owns the property.**

Motion carried.

Meeting adjourned at 8:15 p.m.

Norman L Holm, Planning Director _____
:sm

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Norman L Holm, Planning Director _____
:sm

CONSENT TO BID
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 16th Avenue North to 1st Avenue North as a failed roadway and in need of rehab or reconstruction (see Exhibit A, Vicinity Map).

- In addition, portions of existing water and pressure irrigation (PI) lines in 6th Street North are deteriorated and scheduled for zone maintenance replacement.

- Project improvements include replacing existing water/PI lines, water services, fire hydrants, pedestrian ramps, miscellaneous curb/gutter and rebuilding 6th Street North from 1st Avenue North to 16th Avenue North.

- The estimated project cost is $2,431,360.00. Funding for the project is summarized below:

FY16 Streets	$ 864,000
FY16 Streets (Additional PM Funding Approved by Council)	$ 500,000
FY15 Streets (FY15 PM Cost Savings & Reallocation)	$ 410,000
FY16 Water Enterprise	$ 481,360
FY 16 Water Enterprise (Additional Water/PI, UPRR Rebuild)	$ 176.000
Total	*$2,431,360*

- T-O Engineers is completing the professional design services for the project. HDR Engineering will oversee the Construction Engineering and Inspection (CE&I) services.

- A successful public open house was held on February 17th to communicate and seek input from stakeholders including nearby residents, businesses, churches, and Idaho Arts Charter School. Public communications and coordination will continue throughout the project.

- A 5 month construction schedule is anticipated, starting in June of 2016.

- Engineering recommends authorization of this bid process.

REQUEST: Council authorize Engineering Division to proceed with the formal bid process for the 6th Street North Roadway and Waterline Improvements (16th Avenue North to 1st Avenue North).

L:\150152\Acaddwg\Sheets\Exhibits\SWPPP\Project Location.dwg , 2/22/2016 10:59:11 AM , Feichtinger, Brett , DWG To PDF.pc3

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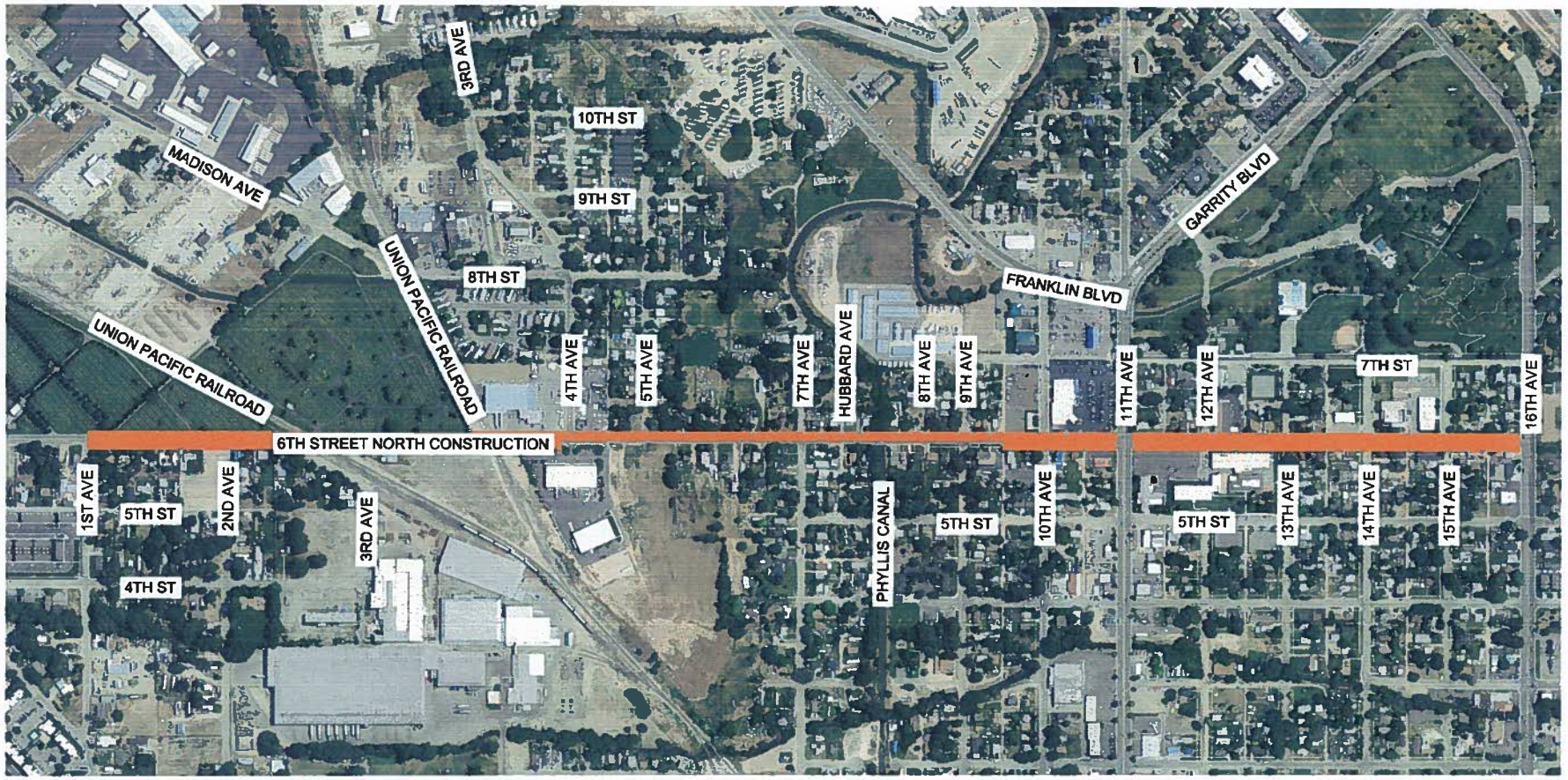
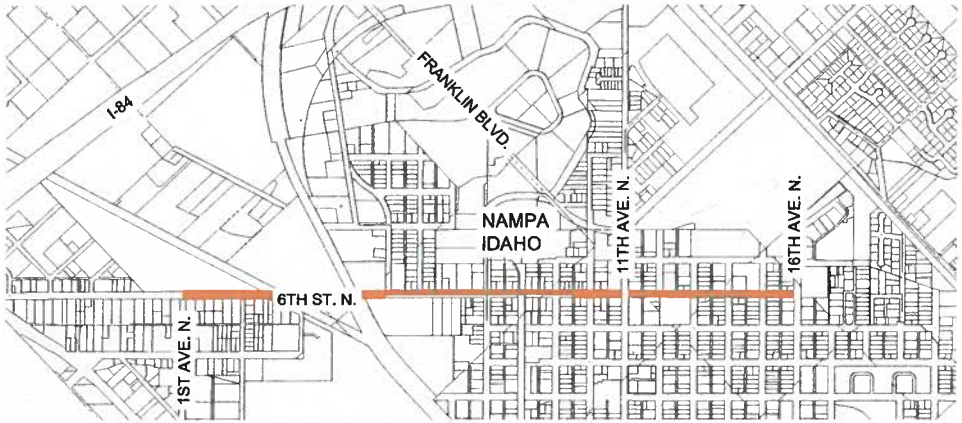




6TH STREET NORTH PROJECT LOCATION

N

750 0 750 1500

SCALE: 1" = 750'

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 FAX: (208) 466-0944

E-FILE: Project Location.dwg DATE: February 2016 JOB: 150152

EXHIBIT A

CONSENT TO BID
IRRIGATION WATER QUALITY UPGRADES

- In FY14, Water Division experienced water quality problems within the City pressurized irrigation (PI) system, including accumulation of sediment in piping, valves, pumps and customer complaints of plugged filters and sprinkler heads.

- In FY15, SPF Water Engineering (SPF) was contracted to prepare a Water Quality Report based on water quality sampling data and proven best management practices for improving irrigation water quality.

- Water sampling was performed on two separate occasions in August and September of 2015. The sampling dates were in summer to align with peak seasonal demand.

- The Water Quality Report used the following criteria to evaluate the pump stations:
    - Water Quality
    - Volume pumped into the system
    - Customer complaints

- The sampling report identified the need for flush points in the pipeline system and automated filter units on ditch water pump station.

- The filter additions to the pump stations are to be installed at three (3) locations in FY16 to improve water quality in the southwest service area. The pump stations selection based on the criteria are Carriage Hill, Copper River, and Raintree. (See Exhibit A).

- Construction is planned to begin in April 2016.

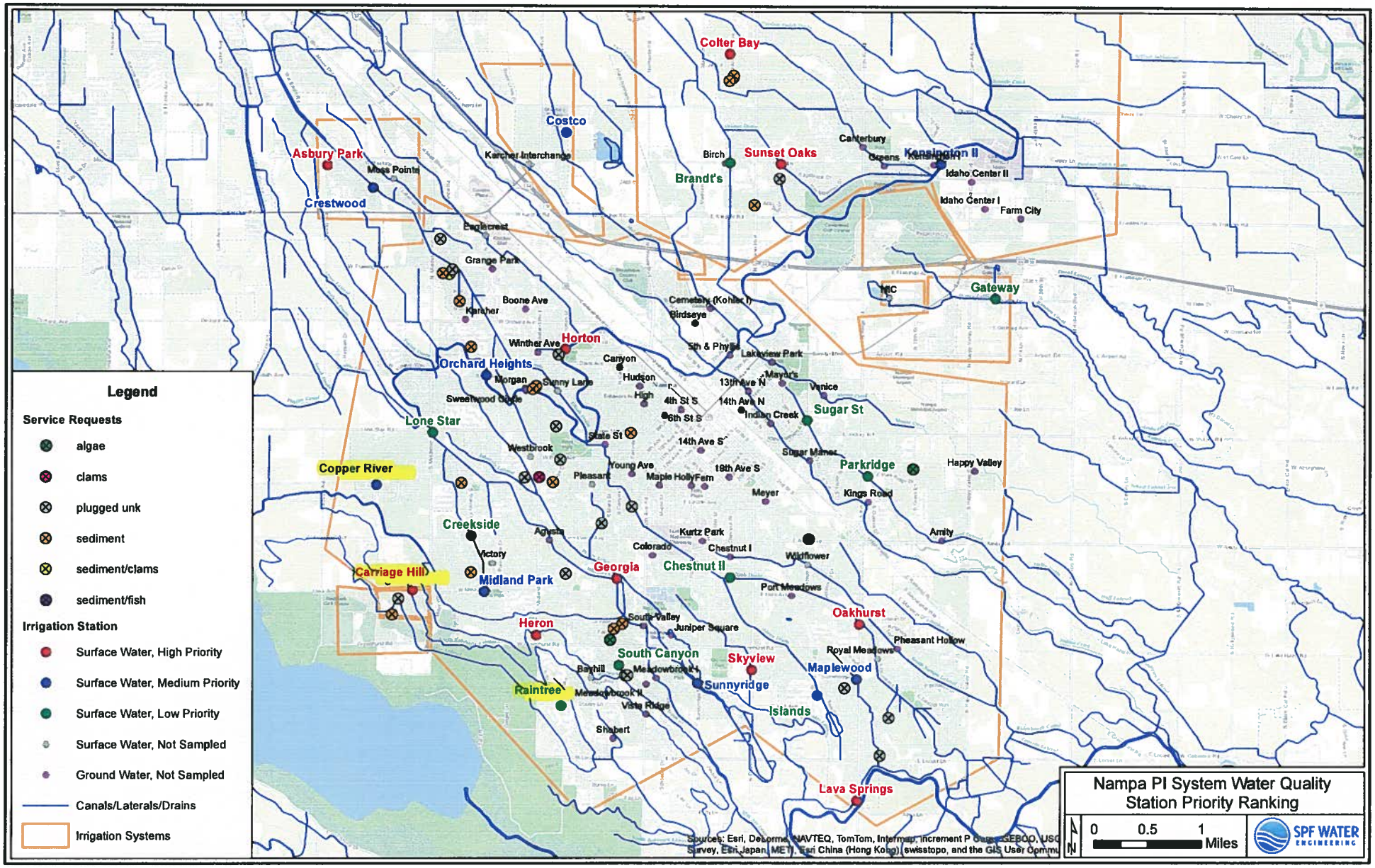
- The construction costs are estimated at $124,000.

- The project is in the FY16 Irrigation Budget.

- SPF and Staff recommend proceeding with the formal bidding process.

REQUEST: Authorize the Engineering Division to proceed with the formal bidding process for the Irrigation Water Quality Upgrades.

EXHIBIT A



Legend
Service Requests
algae
clams
plugged unk
sediment
sediment/clams
sediment/fish
Irrigation Station
Surface Water, High Priority
Surface Water, Medium Priority
Surface Water, Low Priority
Surface Water, Not Sampled
Ground Water, Not Sampled
Canals/Laterals/Drains
Irrigation Systems
Colter Bay
Costco
Asbury Park
Moss Pointe
Crestwood
Karcher Interchange
Birch
Sunset Oaks
Brandt's
Canterbury
Greens
Kensington II
Idaho Center II
Idaho Center I
Farm City
Eaglecrest
Grange Park
Boone Ave
Karcher
Cemetery (Kohler I)
Birdseye
Gateway
Winther Ave
Horton
Orchard Heights
Morgan
Sunny Lane
Canyon
Hudson
High
5th & Phyllis
Lakeview Park
Mayor's
13th Ave N
14th Ave N
Venice
Sweetwood Circle
4th St S
6th St S
Indian Creek
Sugar St
Lone Star
State St
14th Ave S
Westbrook
Sugar Manor
Parkridge
Happy Valley
Copper River
Young Ave
Pleasant
Maple Holly
Fern
19th Ave S
Meyer
Kings Road
Creekside
Agusta
Kurtz Park
Colorado
Chestnut I
Wildflower
Amity
Victory
Carriage Hill
Midland Park
Georgia
Chestnut II
Port Meadows
Oakhurst
Heron
South Valley
Juniper Square
Pheasant Hollow
Royal Meadows
South Canyon
Skyview
Maplewood
Bayhill
Meadowbrook I
Sunnyridge
Raintree
Meadowbrook II
Vista Ridge
Islands
Shabert
Lava Springs
Nampa PI System Water Quality
Station Priority Ranking
0
0.5
1
Miles
SPF WATER ENGINEERING

2016 TRANSPORTATION MASTER PLAN UPDATE
AUTHORIZATION TO PROCEED WITH REQUEST FOR QUALIFICATIONS (RFQ)

- The existing Transportation Master Plan for the City of Nampa was adopted in 2012, based largely on data and forecasts up to three years older.
- Changes in demographics, COMPASS' long range plan (CIM 2040), and the scale of commercial development highlight the need to update this plan.
- City Council approved funding for the Transportation Master Plan in the FY 2016 Street Impact Fee budget. However this is likely an 18 month project and additional funding will be necessary in FY 2017.
- In accordance with the required Qualification Based Selection (QBS) process, selection of professional services for this project will be completed via a Request for Qualifications.
- Upon completion of the prequalification process, recommendation for a firm to complete the transportation master plan update will be brought before the Nampa City Council for approval.

REQUEST: Authorization to proceed with advertisement and RFQ to select a firm to complete Transportation Master Plan Update.

2016 – 2017
LIQUOR RENEWAL LIST

BUSINESS NAME	ADDRESS	
~~Greenhurst Chevron~~	~~3030 E Greenhurst Road~~	~~02/16/2016~~
~~Wing Nutz~~	~~1228 N Galleria Drive~~	~~02/16/2016~~
~~Chapala Mexican Restaurant~~	~~525 Caldwell Blvd~~	~~02/16/2016~~
~~Ridgecrest Golf Club~~	~~3730 Ridgecrest Drive~~	~~02/16/2016~~
~~Landmark Café~~	~~3143 E Greenhurst Rd~~	~~02/16/2016~~
~~Idaho Pizza Company~~	~~104 W Iowa~~	~~02/16/2016~~
~~Applebee's Grill & Bar~~	~~1527 Caldwell Blvd~~	~~02/16/2016~~
~~WingStop~~	~~2025 12th Ave Rd #140~~	~~02/16/2016~~
Shari's	1807 Caldwell Blvd	03/07/2016
Shadow Hills LLC	112/114 13th Ave South	03/07/2016
Friendly Fred's	507 16th Ave No	03/07/2016
Brick 29 LLC	320 11th Ave S	03/07/2016
Red Robin	222 Cassia Rd	03/07/2016
Starbuck's	1324 12th Ave Rd	03/07/2016
Smoky Mountain Pizza&Pasta	2007 N Cassia	03/07/2016
Hong Kong Restaurant	117 12th Ave So	03/07/2016
Texas Roadhouse	1830 Caldwell Blvd	03/07/2016

MORETON
ASSET MANAGEMENT

Fixed Income Spreads

March 2, 2016

Treasury Curve*

Maturity	Yield	Change	Week Ago	Month Ago	Year Ago
3 Month	0.330%	0.070%	0.260%	0.030%	0.070%
6 Month	0.470%	0.070%	0.400%	0.050%	0.110%
1 Year	0.670%	0.200%	0.470%	0.330%	0.120%
2 Year	0.853%	0.176%	0.677%	0.990%	0.550%
5 Year	1.346%	0.163%	1.183%	1.710%	1.370%
10 Year	1.855%	0.127%	1.728%	2.200%	1.880%
30 Year	2.702%	0.119%	2.583%	2.950%	2.460%

Selected Rates*

Index	Rate	Week Ago	Month Ago	Year Ago
Fed Funds[3]	0.380%	0.380%	0.080%	0.360%
PRIME	3.250%	3.250%	3.250%	3.250%
11 Dist COF	0.783%	0.783%	0.783%	1.000%
1 Mth LIBOR	0.427%	0.171%	0.164%	0.198%
3 Mth LIBOR	0.634%	0.613%	0.492%	0.233%
6 Mth LIBOR	0.871%	0.846%	0.735%	0.467%
1 Year CMT	0.640%	0.690%	0.490%	0.210%

Economic Forecasts

Country	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Economic Activity										
Real GDP (YoY%)	-0.30	-2.80	2.50	1.60	2.30	1.50	2.40	2.40	2.40	2.30
CPI (YoY%)	3.85	-0.35	1.63	3.17	2.08	1.48	1.63	0.10	1.60	2.20
Core PCE (YoY%)	2.06	1.19	1.29	1.44	1.83	1.34	1.41	1.30	1.60	1.80
Unemployment (%)	5.80	9.30	9.60	8.90	8.07	7.37	6.15	5.30	4.90	4.70
External Balance										
Curr. Acct. (% of GDP)	-4.93	-4.63	-2.65	-3.00	-2.95	-2.71	-2.39	-2.30	-2.40	-2.60
Fiscal Budget										
Budget (% of GDP)	-1.20	-3.20	-10.10	-9.00	-8.70	-7.00	-4.10	-2.90	-2.60	-2.60

[3] *Effective Rate*

*Source: Bloomberg

**All products are spread to treasuries unless otherwise noted

The information contained herein is based on sources considered to be reliable but is not represented to be complete and its accuracy is not guaranteed. Neither the information nor any opinion expressed herein constitutes a solicitation for the pruchase or sale of any security. Moreton Asset Management makes no representation as to the legal, tax, credit, or accounting treatment of any securities or transactions mentioned herein, or any other effects such transactions may have on you.

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ASSET MANAGEMENT

Cash Flow Forecast

Moreton-Nampa US Bank (41818)

Base Currency: USD Projected Cashflows For 03/01/2016 - 02/28/2017

Dated: 03/02/2016

Date Groups	Account	Transaction Type Group	Transaction Type	Identifier	Description	Post Date	Amount	Ending Cash Balance
Beginning	Moreton-Nampa US Bank	---	---	---	---	---	8,282,259.22	8,282,259.22
03/01/2016 - 03/31/2016	Moreton-Nampa US Bank	---	---	---	---	---	1,271,383.60	9,553,642.82
04/01/2016 - 04/30/2016	Moreton-Nampa US Bank	---	---	---	---	---	1,267,838.18	10,821,481.00
05/01/2016 - 05/31/2016	Moreton-Nampa US Bank	---	---	---	---	---	1,549,657.46	12,371,138.46
06/01/2016 - 06/30/2016	Moreton-Nampa US Bank	---	---	---	---	---	2,021,985.79	14,393,124.25
07/01/2016 - 07/31/2016	Moreton-Nampa US Bank	---	---	---	---	---	812,068.17	15,205,192.42
08/01/2016 - 08/31/2016	Moreton-Nampa US Bank	---	---	---	---	---	1,543,817.67	16,749,010.09
09/01/2016 - 09/30/2016	Moreton-Nampa US Bank	---	---	---	---	---	1,220,295.43	17,969,305.51
10/01/2016 - 10/31/2016	Moreton-Nampa US Bank	---	---	---	---	---	700,169.22	18,669,474.74
11/01/2016 - 11/30/2016	Moreton-Nampa US Bank	---	---	---	---	---	624,049.31	19,293,524.05
12/01/2016 - 12/31/2016	Moreton-Nampa US Bank	---	---	---	---	---	514,510.47	19,808,034.51
01/01/2017 - 01/31/2017	Moreton-Nampa US Bank	---	---	---	---	---	2,806,874.32	22,614,908.84
02/01/2017 - 02/28/2017	Moreton-Nampa US Bank	---	---	---	---	---	1,567,245.60	24,182,154.43
---	**Moreton-Nampa US Bank**	---	---	---	---	---	**24,182,154.43**	**24,182,154.43**

* Grouped By: Date Groups.

* This cash flow forecast is a pro forma report. These projected cash flows are based upon portfolio holdings as of the selected date. This tool is intended to aid clients in budgeting, but this data is highly subject to change. The projections in this report do not include any reinvestment assumptions.

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Disclaimer

As of 02/29/2016

Dated: 03/02/2016

This report of your portfolio holdings with Moreton Asset Management, LLC, (Moreton) should not be relied upon for auditing or tax purposes. Although the information provided has been obtained from sources believed to be reliable, its accuracy is not guaranteed. You should receive annual tax information from the custodian of record. Such information should be used for your tax return.

Securities prices may differ from actual liquidation value. Prices listed herein should be used only as a general guide to the portfolio's actual value. Prices are received from various pricing sources. Moreton is not responsible for any clerical or computational errors that may result from using pricing or other data from outside sources. In some cases, the report may reflect positions held in custody outside of the custodian of record for your accounts. Moreton uses settle-date accounting.

Management fees used to calculate the rates of return for the statement period include all administrative, management, and trading services rendered during the statement period, and are reflected in the Summary Performance calculations. These fees are accrued during the statement period and are charged to client accounts at the beginning of the following month. The returns shown are actual and are not annualized.

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Performance returns include cash and cash equivalents and reflect the reinvestment of dividends, interest and other earnings based on the elections of the underlying client accounts. Performance is presented both before (gross) and after (net) the deduction of Moreton's fees and any applicable transaction costs. Performance is calculated on a settlement date basis and annual rates of return are calculated by linking monthly returns.

Benchmarks are provided for informational purposes only. Indexes are unmanaged and individuals cannot invest directly in the indexes referenced here.

Past performance is not indicative of future results. Different asset classes and types of investments include varying degrees of risk and therefore, no assurances are given that any specific investment will be profitable for the portfolio. Performance results for individual client portfolios will vary due to factors such as the timing of investments, contributions/withdrawals of funds, diversification, length of relationship, and size of positions. If you have any questions about your Moreton portfolio, please contact your portfolio manager. They can be reached at 801-869-4200 or at Team@MoretonAdvisors.com

MORETON
ASSET MANAGEMENT

City of Nampa

Approximate Earned Interest Comparison

DATE	Idaho LGIP	Approx. Int Rate	Avg. Funds Invested	Net Income	Approx. Diff. Interest
05/31/14	0.11%	0.28%	$22,966,621	$5,436.16	$3,290.51
06/30/14	0.13%	0.39%	$22,963,804	$7,418.44	$4,964.77
07/31/14	0.12%	0.54%	$22,970,141	$10,501.13	$8,160.06
08/31/14	0.12%	0.64%	$22,987,252	$12,419.06	$10,076.25
09/30/14	0.12%	0.42%	$23,651,411	$8,168.50	$5,835.76
10/31/14	0.12%	0.41%	$43,018,482	$14,922.93	$10,538.58
11/30/14	0.14%	0.50%	$43,032,309	$17,691.20	$12,739.54
12/31/14	0.13%	0.53%	$43,023,825	$19,373.71	$14,623.41
01/31/15	0.14%	0.57%	$43,079,575	$20,777.65	$15,655.31
02/28/15	0.18%	0.62%	$43,085,725	$20,427.19	$14,477.82
03/31/15	0.16%	0.56%	$43,110,385	$20,387.07	$14,528.78
04/30/15	0.17%	0.62%	$43,170,695	$21,916.70	$15,884.63
05/31/15	0.26%	0.62%	$43,175,022	$22,562.10	$13,028.11
06/30/15	0.19%	0.67%	$43,180,286	$23,646.80	$16,903.58
07/31/15	0.19%	0.65%	$43,239,685	$23,879.98	$16,902.40
08/31/15	0.21%	0.70%	$43,266,863	$25,889.17	$18,172.26
09/30/15	0.21%	0.69%	$43,372,744	$24,749.32	$17,263.07
10/31/15	0.21%	0.75%	$43,352,842	$27,725.95	$19,993.70
11/30/15	0.21%	0.80%	$43,354,751	$28,584.82	$21,101.67
12/31/15	0.26%	0.77%	$43,348,626	$28,270.58	$18,698.25
01/31/16	0.37%	0.84%	$43,411,166	$31,045.06	$17,403.25
02/29/16	0.30%	0.77%	$52,794,085	$32,394.26	$19,810.46
				$448,187.78	$177,609.51

Idaho LGIP	Local Government Investment Pool, monthly rates quoted on sto.idaho.gov
Approx. Int. Rate	The approximate 365-day yield, net of fees, based on Net Income number from MoretonAdvisors.com monthly statements
Avg. Funds Invested	Average daily balance in the account for the month reported
Net Income	Net Income after fees, per financials on www.MoretonAdvisors.com. Cash flows are approximate and should not be used for tax or accounting purposes
Approx. Diff. Int.	Approximate differential in interest earned in the Moreton client account versus the benchmark for the month reported. Cash flows are approximate and should not be used for tax or accounting purposes

Moreton Asset Management, LLC (MAM) is a registered investment adviser and an affiliate of Moreton & Company, an insurance broker, through which commercial insurance products and employee benefit plans are offered. Some employees may also be registered representatives of Moreton Brokerage Services, LLC; a broker/dealer and member of FINRA/SIPC.

Investment products and services offered by or through MAM are not deposits or other obligations of, or guaranteed by MAM or any of its affiliates; nor federally insured by the FDIC, the Federal Reserve Board, or any other federal, state, or municipal governmental entity, and may be subject to investment risks, including the possible loss of principal.

Past performance is not indicative of future results.

MORETON
ASSET MANAGEMENT

Exposure - Security Type

As of 03/01/2016

Moreton-Nampa US Bank (41818)

Dated: 03/02/2016

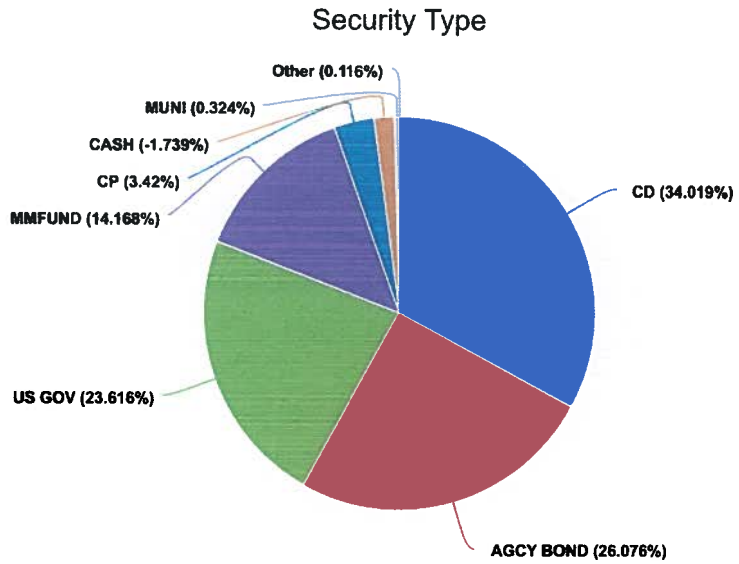

Chart calculated by: Market Value + Accrued

Security Type	Account	Identifier	Description	Current Units	Currency	Final Maturity	Market Value + Accrued
CD	Moreton-Nampa US Bank	---	---	19,860,000.00	USD	07/16/2017	19,886,465.60
AGCY BOND	Moreton-Nampa US Bank	---	---	15,225,000.00	USD	04/19/2018	15,243,109.79
US GOV	Moreton-Nampa US Bank	---	UNITED STATES TREASURY	13,550,000.00	USD	09/15/2017	13,805,450.60
MMFUND	Moreton-Nampa US Bank	31846V203	FIRST AMERICAN FUNDS CL INST GOV MMF	8,282,220.88	USD	03/01/2016	8,282,222.25
CP	Moreton-Nampa US Bank	---	---	2,000,000.00	USD	03/31/2016	1,999,088.06
MUNI	Moreton-Nampa US Bank	629869AF5	NAMPA DEV CORP IDAHO REV ALLOCATION	185,000.00	USD	03/01/2017	189,579.47
CORP	Moreton-Nampa US Bank	925369AA8	VESEY STREET INVESTMENT TRUST I	67,000.00	USD	09/01/2016	67,963.62
CASH	Moreton-Nampa US Bank	CCYUSD	---	-1,016,826.44	USD	03/01/2016	-1,016,826.44
---	Moreton-Nampa US Bank	---	---	58,152,394.44	USD	07/23/2017	58,457,052.94

* Grouped By: Security Type. * Groups Sorted By: Market Value + Accrued. * Weighted By: Market Value + Accrued.

MORETON
ASSET MANAGEMENT

Disclaimer

As of 03/01/2016

Dated: 03/02/2016

This report of your portfolio holdings with Moreton Asset Management, LLC, (Moreton) should not be relied upon for auditing or tax purposes. Although the information provided has been obtained from sources believed to be reliable, its accuracy is not guaranteed. You should receive annual tax information from the custodian of record. Such information should be used for your tax return.

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IDAHO LGIP Portfolio Composition December 2015

Investment Instrument	Amortized Book	Market Value
Commercial Paper	$113,937,446.04	$113,939,160.45
Corporate Bonds	$55,198,200.76	$55,146,903.98
Government Agency Notes	$1,258,276,601.22	$1,258,224,554.60
U.S. Treasuries	$200,167,433.54	$200,130,700.00
Repurchase Agreements	$288,424,736.01	$288,424,736.01
Bank Deposit	$20,000,000.00	$20,000,000.00
Accrued Interest	$0.00	$1,190,797.52
Total	$1,936,004,417.57	$1,937,056,852.56
Yield to Maturity	0.3613%	
Weighted Average Maturity	68 Days	
Net Asset Value	1.000543612	

Report: GAAP GL Balance Sheet Quarterly
Account: Moreton-Nampa Aggregate (41819)
As of: 12/31/2015

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration
Cash	Cash	CCYUSD	CASH	12/31/2015	750.21	0.000	750.21	750.21	0.000	0.000
Receivable	Receivable	CCYUSD	CASH	12/31/2015	9.25	0.000	9.25	9.25	0.000	0.000
Receivable	Receivable	CCYUSD	CASH	12/31/2015	4.33	0.000	4.33	4.33	0.000	0.000
	Cash Subtotal				**763.79**		**763.79**	**763.79**		

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration
CE	FIRST AMERICAN FUNDS CL INST GOV MMF	31846V203	MMFUND	12/31/2015	1,878,491.29	0.010	1,878,491.29	1,878,491.29	0.000	0.000
ST<90 Days to Maturity	Amboy Bank	023305EW1	CD	03/04/2016	245,000.00	0.498	245,000.00	245,000.00	0.175	0.172
ST<90 Days to Matur	American State Bank	029733AZ5	CD	01/13/2016	250,000.00	0.450	250,004.07	250,200.00	0.036	0.033
ST<90 Days to Matur	Beal Bank USA	07370WMU7	CD	02/10/2016	245,000.00	0.498	245,000.00	245,000.00	0.112	0.110
ST<90 Days to Matur	Beneficial Mutual Savings Bank	08173QAT3	CD	01/19/2016	247,000.00	0.521	247,179.34	251,443.53	0.052	0.049
ST<90 Days to Maturity	The Citizens State Bank	17669WEU5	CD	03/22/2016	245,000.00	0.601	244,972.61	244,821.15	0.225	0.221
ST<90 Days to Matur	Comenity Capital Bank	20033AFT8	CD	01/28/2016	245,000.00	0.598	245,000.00	245,000.00	0.077	0.074
ST<90 Days to Matur	Evergreen Bank Group	300185CN3	CD	03/28/2016	245,000.00	0.500	245,000.00	245,000.00	0.241	0.238
ST<90 Days to Matur	FEDERAL HOME LOAN BANKS	3130A0SD3	AGCY BOND	02/19/2016	800,000.00	0.390	799,984.17	799,808.00	0.137	0.133
ST<90 Days to Maturity	Gorham Savings Bank	383052CQ8	CD	02/08/2016	249,000.00	0.500	249,000.00	249,000.00	0.107	0.104
ST<90 Days to Matur	NAMPA DEV CORP IDAHO REV ALLOCATION	629869AE8	MUNI	03/01/2016	335,000.00	3.754	334,945.45	333,355.15	0.167	0.166
ST<90 Days to Matur	Union Savings Bank	908139AU2	CD	02/29/2016	249,000.00	0.520	249,713.73	254,891.34	0.164	0.161
	LGIP Fund 2156 General Funds						11,010,533.48	11,010,533.48		
	Cash Equivalents Subtotal				**1,878,491.29**		**16,244,824.14**	**16,252,543.94**		

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration
LT	Access National Bank	00432KDJ9	CD	08/20/2018	245,000.00	1.450	244,683.88	244,639.85	2.635	2.569
LT	Ally Bank	02006LEV1	CD	05/30/2017	245,000.00	1.150	244,829.62	244,637.40	1.411	1.395
LT	American Express Bank, FSB.	02587CAD2	CD	07/17/2017	245,000.00	1.100	244,813.57	244,637.40	1.542	1.519
LT	BMW Bank of North America	05568P6W2	CD	03/14/2017	245,000.00	1.000	245,000.00	245,000.00	1.200	1.187
LT	The Bank of Castile	061077BB8	CD	04/16/2018	245,000.00	1.000	245,000.00	245,000.00	2.290	2.253
LT	Bank of North Carolina	06414QUB3	CD	01/16/2018	245,000.00	1.284	244,832.63	244,755.00	2.044	2.005
LT	BANKERS BANK OF KANSAS	06610PBG7	CD	12/21/2017	250,000.00	1.275	249,876.71	249,875.00	1.972	1.936
LT	BankUnited, National Association	066519AF6	CD	11/21/2017	245,000.00	1.230	244,862.34	244,781.95	1.890	1.862
LT	Barclays Bank Delaware	06740KGZ4	CD	07/03/2017	245,000.00	1.200	244,818.37	244,637.40	1.504	1.478
LT	Bloombank	094147CC7	CD	04/27/2018	245,000.00	1.185	244,805.15	244,755.00	2.320	2.277
LT	Capital One Bank	140420PR5	CD	10/10/2017	245,000.00	1.450	244,787.26	244,639.85	1.775	1.743
LT	Capital One, National Association	14042E4R8	CD	07/16/2018	245,000.00	1.650	244,695.38	244,639.85	2.539	2.461
LT	Cardinal Bank	14147VER3	CD	05/15/2018	245,000.00	1.117	244,902.88	244,877.50	2.370	2.326
LT	Cathay Bank	149159KJ3	CD	11/29/2017	245,000.00	1.020	244,906.24	244,877.50	1.912	1.888
LT	Celtic Bank Corporation	15118RJV0	CD	08/21/2017	245,000.00	1.150	244,802.16	244,637.40	1.638	1.615
LT	CIT Bank, National Association	17284AW38	CD	06/13/2017	130,000.00	1.300	130,368.03	130,682.50	1.449	1.429
LT	ConnectOne Bank	20786ABE4	CD	07/09/2018	245,000.00	1.400	244,697.41	244,639.85	2.520	2.460
LT	Discover Bank	254671T42	CD	06/05/2017	245,000.00	1.150	244,827.63	244,637.40	1.427	1.411
LT	Dollar Bank, Federal Savings Bank	25665QAM7	CD	11/17/2017	245,000.00	1.250	244,774.37	244,639.85	1.879	1.851

LT	EVB	26927ABJ0	CD	09/25/2018	245,000.00	1.300	244,671.15	244,639.85	2.734	2.671
LT	EAST BOSTON SAVINGS BANK	27113PAP6	CD	01/30/2018	245,000.00	1.028	244,858.60	244,846.88	2.082	2.051
LT	EnerBank USA	29266NS81	CD	10/29/2018	245,000.00	1.250	244,658.26	244,637.40	2.827	2.766
LT	FEDERAL HOME LOAN BANKS	3130A44M1	AGCY BOND	02/20/2018	500,000.00	1.008	499,910.63	499,875.00	2.140	2.099
LT	FEDERAL HOME LOAN BANKS	3130A6AB3	AGCY BOND	08/28/2018	750,000.00	1.193	750,035.29	750,052.50	2.657	2.597
LT	FEDERAL AGRIC MTG CORP MEDIUM TERM NTS FED BOOK E	3132X0DK4	AGCY BOND	12/03/2018	900,000.00	1.411	897,147.76	897,111.00	2.923	2.853
LT	FEDERAL HOME LOAN BANKS	313379FW4	AGCY BOND	06/09/2017	500,000.00	1.031	499,778.64	499,545.00	1.438	1.424
LT	FEDERAL FARM CREDIT BANKS FUNDING CORP	3133ECT79	AGCY BOND	03/01/2017	500,000.00	0.800	501,156.81	502,705.00	1.164	1.154
LT	FEDERAL HOME LOAN MORTGAGE CORP	3134G63H4	AGCY BOND	11/27/2017	775,000.00	1.000	775,000.00	775,000.00	1.906	1.592
LT	FEDERAL HOME LOAN MORTGAGE CORP	3134G7HL8	AGCY BOND	01/29/2018	500,000.00	1.100	500,000.00	500,000.00	2.079	1.377
LT	FEDERAL HOME LOAN MORTGAGE CORP	3134G7Z20	AGCY BOND	10/29/2018	800,000.00	1.250	800,000.00	800,000.00	2.827	1.905
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3135G0GY3	AGCY BOND	01/30/2017	500,000.00	0.770	502,570.59	506,250.00	1.082	1.069
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3135G0PH0	AGCY BOND	09/27/2017	500,000.00	1.017	499,852.32	499,750.00	1.739	1.137
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3136G2K63	AGCY BOND	05/25/2018	750,000.00	1.200	750,000.00	750,000.00	2.397	1.936
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3136G2M20	AGCY BOND	09/28/2018	500,000.00	1.208	499,885.78	499,875.00	2.742	2.551
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3136G2RD1	AGCY BOND	10/26/2018	750,000.00	1.020	750,000.00	750,000.00	2.819	2.767
LT	First Bank of Highland Park	319141CD7	CD	08/07/2017	245,000.00	1.150	244,806.79	244,637.40	1.600	1.575
LT	First Commercial Bank	31984GDH9	CD	04/28/2017	245,000.00	0.941	244,869.96	244,755.00	1.323	1.310
LT	First General Bank	320337BD9	CD	07/31/2017	250,000.00	0.900	250,000.00	250,000.00	1.580	1.563
LT	FNB Bank, Inc.	330459AU2	CD	10/17/2017	150,000.00	1.234	149,910.11	149,850.00	1.794	1.764
LT	1st Security Bank of Washington	33625CAN9	CD	04/28/2017	245,000.00	0.991	244,870.25	244,755.00	1.323	1.309
LT	Flushing Bank	34387AAM1	CD	03/24/2017	245,000.00	1.125	244,925.22	244,848.10	1.227	1.212
LT	GE Capital Bank	36163FHB2	CD	05/23/2017	245,000.00	1.200	244,831.32	244,637.40	1.392	1.375
LT	Goldman Sachs Bank USA	38147JG63	CD	06/12/2017	245,000.00	1.150	244,825.32	244,637.40	1.446	1.430
LT	Iberiabank	45083ADT6	CD	03/30/2017	245,000.00	1.151	244,847.76	244,696.20	1.244	1.229
LT	Iroquois Federal Savings and Loan Association	46355PBR8	CD	09/29/2017	250,000.00	1.000	250,000.00	250,000.00	1.745	1.722
LT	JPMorgan Chase Bank, National Association	48125T6E0	CD	04/10/2018	250,000.00	1.300	250,000.00	250,000.00	2.274	2.223
LT	MB Financial Bank, National Association	55266CMZ6	CD	08/06/2018	245,000.00	1.384	244,787.89	244,755.00	2.597	2.534
LT	Manufacturers and Traders Trust Company	564759QT8	CD	06/11/2018	245,000.00	1.243	244,750.75	244,693.75	2.444	2.399
LT	Marlin Business Bank	57116AHV3	CD	04/17/2017	245,000.00	1.090	244,873.62	244,755.00	1.293	1.277
LT	Medallion Bank	58403BP26	CD	06/09/2017	245,000.00	1.050	244,825.99	244,637.40	1.438	1.420
LT	Mercantil Commercebank, National Association	58733AAZ2	CD	11/20/2017	245,000.00	1.230	244,862.92	244,781.95	1.887	1.859
LT	NBT Bank, N.A.	628779FH8	CD	06/06/2017	245,000.00	1.000	244,826.83	244,637.40	1.430	1.416
LT	NAMPA DEV CORP IDAHO REV ALLOCATION	629869AF5	MUNI	03/01/2017	185,000.00	4.196	184,790.99	183,958.45	1.164	1.127
LT	Northfield Bank	66612AAS7	CD	04/30/2018	245,000.00	1.100	244,718.79	244,637.40	2.329	2.291
LT	Oostburg State Bank	683430BT8	CD	09/28/2018	250,000.00	1.300	249,661.76	249,630.00	2.742	2.680
LT	The Park National Bank	700654AW6	CD	09/26/2017	245,000.00	1.400	244,791.09	244,639.85	1.736	1.705
LT	The PrivateBank and Trust Company	74267GUP0	CD	02/21/2017	245,000.00	0.950	244,861.75	244,666.80	1.142	1.134
LT	Providence Bank	743738BU9	CD	11/17/2017	245,000.00	0.975	244,884.73	244,877.50	1.879	1.854
LT	Sallie Mae Bank	795450TF2	CD	09/25/2017	90,000.00	1.449	89,923.59	89,867.70	1.734	1.702
LT	Towne Bank	89214PAT6	CD	05/29/2018	245,000.00	1.234	244,803.51	244,755.00	2.408	2.364
LT	United Bankers' Bank	909557ER7	CD	05/29/2018	245,000.00	1.134	244,803.51	244,755.00	2.408	2.364
LT	United Bankers' Bank	909557EW6	CD	09/28/2018	250,000.00	1.350	249,663.74	249,632.50	2.742	2.677
LT	UNITED STATES TREASURY	912828M64	US GOV	11/15/2018	750,000.00	1.235	750,315.64	750,322.27	2.873	2.809
LT	UNITED STATES TREASURY	912828MS6	US GOV	02/28/2017	750,000.00	0.680	770,105.02	789,990.23	1.162	1.138
LT	UNITED STATES TREASURY	912828MV9	US GOV	03/31/2017	750,000.00	0.732	773,373.74	794,912.11	1.246	1.220
LT	UNITED STATES TREASURY	912828PF1	US GOV	10/31/2017	750,000.00	0.976	762,200.42	769,658.20	1.832	1.795
LT	UNITED STATES TREASURY	912828PN4	US GOV	12/31/2017	750,000.00	1.101	774,370.22	787,148.44	2.000	1.950
LT	UNITED STATES TREASURY	912828PY0	US GOV	02/28/2018	750,000.00	1.094	776,461.64	787,148.44	2.162	2.088

LT	UNITED STATES TREASURY	912828QB9	US GOV	03/31/2018	750,000.00	1.171	778,234.28	788,261.72	2.246	2.168
LT	UNITED STATES TREASURY	912828RX0	US GOV	12/31/2016	500,000.00	0.661	501,059.48	502,714.84	1.000	0.994
LT	UNITED STATES TREASURY	912828SC5	US GOV	01/31/2017	750,000.00	0.647	751,836.54	753,691.40	1.085	1.073
LT	UNITED STATES TREASURY	912828SS0	US GOV	04/30/2017	750,000.00	0.781	750,930.42	752,021.48	1.329	1.320
LT	UNITED STATES TREASURY	912828WD8	US GOV	10/31/2018	300,000.00	1.114	301,132.50	301,195.31	2.832	2.768
LT	UNITED STATES TREASURY	912828WT3	US GOV	07/15/2017	500,000.00	1.018	498,910.69	497,890.63	1.537	1.520
LT	UNITED STATES TREASURY	912828XF2	US GOV	06/15/2018	500,000.00	1.148	499,727.61	499,667.96	2.454	2.414
LT	The Washington Trust Company of Westerly	940637GP0	CD	10/10/2017	245,000.00	1.400	244,787.26	244,639.85	1.775	1.752
LT	WebBank	947547HD0	CD	09/26/2017	245,000.00	1.434	244,856.97	244,755.00	1.736	1.704
LT	Welch State Bank of Welch, Okla	949095AT0	CD	07/17/2018	238,000.00	1.384	237,797.93	237,762.00	2.542	2.482
LT	World's Foremost Bank	981571BR2	CD	08/13/2018	200,000.00	1.750	199,743.59	199,706.00	2.616	2.536
LT	Yadkin Bank	984308BH8	CD	05/15/2017	245,000.00	1.089	244,869.96	244,755.00	1.370	1.353
	Long Term Custodial Securities Subtotal				**29,558,000.00**		**29,688,241.53**	**29,774,016.40**		

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration
ST	American Express Centurion Bank	02587DGM4	CD	11/10/2016	100,000.00	0.800	101,062.55	102,988.00	0.862	0.852
ST	American Express Centurion Bank	02587DQE1	CD	07/18/2016	150,000.00	0.725	150,303.43	151,200.00	0.548	0.541
ST	Bank Rhode Island	064577BU2	CD	06/10/2016	245,000.00	0.600	245,000.00	245,000.00	0.444	0.439
ST	Brookline Bank	11373QAN8	CD	06/10/2016	245,000.00	0.600	245,000.00	245,000.00	0.444	0.439
ST	Campbell County Bank, Inc.	134204BQ8	CD	08/26/2016	200,000.00	0.650	200,000.00	200,000.00	0.654	0.649
ST	CIT Bank, National Association	17284AZA9	CD	09/28/2016	100,000.00	0.900	100,916.24	102,840.00	0.745	0.734
ST	Compass Bank	20451PJV9	CD	11/28/2016	245,000.00	0.800	244,889.65	244,696.20	0.912	0.904
ST	Customers Bank	23204HBF4	CD	05/31/2016	240,000.00	0.500	240,000.00	240,000.00	0.416	0.413
ST	EagleBank	27002YCF1	CD	12/27/2016	245,000.00	0.925	244,939.59	244,877.50	0.991	0.980
ST	FEDERAL HOME LOAN BANKS	3130A22N5	AGCY BOND	06/06/2016	500,000.00	0.420	500,000.00	500,000.00	0.433	0.429
ST	FREDDIE MAC	3137EACT4	AGCY BOND	05/27/2016	500,000.00	0.466	504,097.86	514,848.50	0.405	0.405
ST	Fox Chase Bank	35137QBA1	CD	04/28/2016	245,000.00	0.584	244,973.57	244,877.50	0.326	0.322
ST	Synchrony Bank	36159C3H7	CD	09/30/2016	245,000.00	1.050	246,713.69	250,404.70	0.750	0.740
ST	Great Midwest Bank, State Savings Bank	39083PCK6	CD	07/27/2016	245,000.00	0.750	245,000.00	245,000.00	0.572	0.567
ST	Investors Bank	46176PCX1	CD	07/21/2016	245,000.00	0.700	245,000.00	245,000.00	0.556	0.550
ST	Lone Star National Bank	542299EP3	CD	05/24/2016	245,000.00	0.500	245,000.00	245,000.00	0.397	0.393
ST	Main Street Bank Corp.	56034WAH4	CD	12/16/2016	245,000.00	0.900	245,000.00	245,000.00	0.961	0.950
ST	Merrick Bank Corporation	59013JAK5	CD	06/30/2016	245,000.00	0.650	245,000.00	245,000.00	0.498	0.494
ST	Northbrook Bank & Trust Company	663808AK9	CD	08/09/2016	250,000.00	0.550	250,451.02	250,900.00	0.608	0.602
ST	Northwest Bank	66736AAJ8	CD	06/29/2016	245,000.00	0.475	244,969.87	244,872.60	0.496	0.492
ST	Safra National Bank of New York	78658QQM8	CD	09/16/2016	250,000.00	0.649	250,000.00	250,000.00	0.712	0.716
ST	Sallie Mae Bank	795450QY4	CD	10/31/2016	157,000.00	0.800	157,645.67	158,854.17	0.835	0.827
ST	UBS Bank USA	90348JAL4	CD	07/01/2016	150,000.00	0.551	150,148.72	150,328.50	0.501	0.496
ST	UNITED STATES TREASURY	912828QF0	US GOV	04/30/2016	500,000.00	0.342	502,727.53	511,523.44	0.331	0.332
ST	UNITED STATES TREASURY	912828RF9	US GOV	08/31/2016	750,000.00	0.457	752,686.34	757,177.74	0.668	0.660
ST	UNITED STATES TREASURY	912828RJ1	US GOV	09/30/2016	500,000.00	0.627	501,384.25	504,218.75	0.750	0.743
ST	UNITED STATES TREASURY	912828RM4	US GOV	10/31/2016	500,000.00	0.623	501,555.96	504,453.13	0.835	0.827
ST	VESEY STREET INVESTMENT TRUST I	925369AA8	CORP	09/01/2016	67,000.00	1.232	68,405.72	68,826.42	0.671	0.651
ST	Wex Bank	92937CCM8	CD	11/14/2016	245,000.00	0.925	244,946.49	244,877.50	0.873	0.865
ST	Whitney Bank	966594AF0	CD	08/18/2016	245,000.00	0.616	244,974.20	244,938.75	0.632	0.627
	Short Term Custodial Securities Subtotal				**8,344,000.00**		**8,362,792.34**	**8,402,703.39**		

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration

LID BONDS	LID 147	Bond #13	LID Bond	1/25/2025	$12,448.65	$12,448.65	9.1
LID BONDS	LID 147	Bond #14	LID Bond	1/25/2026	$12,448.65	$12,448.65	10.1
LID BONDS	LID 147	Bond #15	LID Bond	1/25/2027	$12,448.65	$12,448.65	11.1
LID BONDS	LID 147	Bond #16	LID Bond	1/25/2028	$12,448.65	$12,448.65	12.1
LID BONDS	LID 147	Bond #17	LID Bond	1/25/2029	$12,448.65	$12,448.65	13.1
LID BONDS	LID 147	Bond #18	LID Bond	1/25/2030	$12,448.65	$12,448.65	14.1
LID BONDS	LID 147	Bond #19	LID Bond	1/25/2031	$12,448.65	$12,448.65	15.1
LID BONDS	LID 147	Bond #20	LID Bond	1/25/2032	$12,448.65	$12,448.65	16.1
LID BONDS	LID 151	Bond #4	LID Bond	7/18/2016	$20,146.00	$20,146.00	0.5
LID BONDS	LID 151	Bond #5	LID Bond	7/18/2017	$20,146.00	$20,146.00	1.5
LID BONDS	LID 151	Bond #6	LID Bond	7/18/2018	$20,146.00	$20,146.00	2.5
LID BONDS	LID 151	Bond #7	LID Bond	7/18/2019	$20,146.00	$20,146.00	3.5
LID BONDS	LID 151	Bond #8	LID Bond	7/18/2020	$20,146.00	$20,146.00	4.5
LID BONDS	LID 151	Bond #9	LID Bond	7/18/2021	$20,146.00	$20,146.00	5.5
LID BONDS	LID 151	Bond #10	LID Bond	7/18/2022	$20,146.00	$20,146.00	6.5
LID BONDS	LID 153	Bond #2A	LID Bond	12/10/2016	$3,813.72	$3,813.72	0.9
LID BONDS	LID 153	Bond #2B	LID Bond	12/10/2016	$3,813.72	$3,813.72	0.9
LID BONDS	LID 153	Bond #2C	LID Bond	12/10/2016	$3,813.72	$3,813.72	0.9
LID BONDS	LID 153	Bond #3A	LID Bond	12/10/2017	$3,813.72	$3,813.72	1.9
LID BONDS	LID 153	Bond #3B	LID Bond	12/10/2017	$3,813.72	$3,813.72	1.9
LID BONDS	LID 153	Bond #3C	LID Bond	12/10/2017	$3,813.72	$3,813.72	1.9
LID BONDS	LID 153	Bond #4A	LID Bond	12/10/2018	$3,813.72	$3,813.72	2.9
LID BONDS	LID 153	Bond #4B	LID Bond	12/10/2018	$3,813.72	$3,813.72	2.9
LID BONDS	LID 153	Bond #4C	LID Bond	12/10/2018	$3,813.72	$3,813.72	2.9
LID BONDS	LID 153	Bond #5A	LID Bond	12/10/2019	$3,813.72	$3,813.72	3.9
LID BONDS	LID 153	Bond #5B	LID Bond	12/10/2019	$3,813.72	$3,813.72	3.9
LID BONDS	LID 153	Bond #5C	LID Bond	12/10/2019	$3,813.72	$3,813.72	3.9
LID BONDS	LID 153	Bond #6A	LID Bond	12/10/2020	$3,813.72	$3,813.72	4.9
LID BONDS	LID 153	Bond #6B	LID Bond	12/10/2020	$3,813.72	$3,813.72	4.9
LID BONDS	LID 153	Bond #6C	LID Bond	12/10/2020	$3,813.72	$3,813.72	4.9
LID BONDS	LID 153	Bond #7A	LID Bond	12/10/2021	$3,813.72	$3,813.72	5.9
LID BONDS	LID 153	Bond #7B	LID Bond	12/10/2021	$3,813.72	$3,813.72	5.9
LID BONDS	LID 153	Bond #7C	LID Bond	12/10/2021	$3,813.72	$3,813.72	5.9
LID BONDS	LID 153	Bond #8A	LID Bond	12/10/2022	$3,813.72	$3,813.72	6.9
LID BONDS	LID 153	Bond #8B	LID Bond	12/10/2022	$3,813.72	$3,813.72	6.9
LID BONDS	LID 153	Bond #8C	LID Bond	12/10/2022	$3,813.72	$3,813.72	6.9
LID BONDS	LID 153	Bond #9A	LID Bond	12/10/2023	$3,813.72	$3,813.72	7.9
LID BONDS	LID 153	Bond #9B	LID Bond	12/10/2023	$3,813.72	$3,813.72	7.9
LID BONDS	LID 153	Bond #9C	LID Bond	12/10/2023	$3,813.72	$3,813.72	7.9
LID BONDS	LID 153	Bond #10A	LID Bond	12/10/2024	$3,813.72	$3,813.72	8.9
LID BONDS	LID 153	Bond #10B	LID Bond	12/10/2024	$3,813.72	$3,813.72	8.9
LID BONDS	LID 153	Bond #10C	LID Bond	12/10/2024	$3,813.72	$3,813.72	8.9
LID BONDS	LID 155	Bond #1A	LID Bond	7/22/2016	$4,072.62	$4,072.62	0.6
LID BONDS	LID 155	Bond #1B	LID Bond	7/22/2016	$4,072.56	$4,072.56	0.6
LID BONDS	LID 155	Bond #1C	LID Bond	7/22/2016	$4,072.56	$4,072.56	0.6
LID BONDS	LID 155	Bond #2A	LID Bond	7/22/2017	$4,072.56	$4,072.56	1.6
LID BONDS	LID 155	Bond #2B	LID Bond	7/22/2017	$4,072.56	$4,072.56	1.6
LID BONDS	LID 155	Bond #2C	LID Bond	7/22/2017	$4,072.56	$4,072.56	1.6
LID BONDS	LID 155	Bond #3A	LID Bond	7/22/2018	$4,072.56	$4,072.56	2.6

LID BONDS	LID 155	Bond #3B	LID Bond	7/22/2018	$4,072.56	$4,072.56	2.6
LID BONDS	LID 155	Bond #3C	LID Bond	7/22/2018	$4,072.56	$4,072.56	2.6
LID BONDS	LID 155	Bond #4A	LID Bond	7/22/2019	$4,072.56	$4,072.56	3.6
LID BONDS	LID 155	Bond #4B	LID Bond	7/22/2019	$4,072.56	$4,072.56	3.6
LID BONDS	LID 155	Bond #4C	LID Bond	7/22/2019	$4,072.56	$4,072.56	3.6
LID BONDS	LID 155	Bond #5A	LID Bond	7/22/2020	$4,072.56	$4,072.56	4.6
LID BONDS	LID 155	Bond #5B	LID Bond	7/22/2020	$4,072.56	$4,072.56	4.6
LID BONDS	LID 155	Bond #5C	LID Bond	7/22/2020	$4,072.56	$4,072.56	4.6
LID BONDS	LID 155	Bond #6A	LID Bond	7/22/2021	$4,072.56	$4,072.56	5.6
LID BONDS	LID 155	Bond #6B	LID Bond	7/22/2021	$4,072.56	$4,072.56	5.6
LID BONDS	LID 155	Bond #6C	LID Bond	7/22/2021	$4,072.56	$4,072.56	5.6
LID BONDS	LID 155	Bond #7A	LID Bond	7/22/2022	$4,072.56	$4,072.56	6.6
LID BONDS	LID 155	Bond #7B	LID Bond	7/22/2022	$4,072.56	$4,072.56	6.6
LID BONDS	LID 155	Bond #7C	LID Bond	7/22/2022	$4,072.56	$4,072.56	6.6
LID BONDS	LID 155	Bond #8A	LID Bond	7/22/2023	$4,072.56	$4,072.56	7.6
LID BONDS	LID 155	Bond #8B	LID Bond	7/22/2023	$4,072.56	$4,072.56	7.6
LID BONDS	LID 155	Bond #8C	LID Bond	7/22/2023	$4,072.56	$4,072.56	7.6
LID BONDS	LID 155	Bond #9A	LID Bond	7/22/2024	$4,072.56	$4,072.56	8.6
LID BONDS	LID 155	Bond #9B	LID Bond	7/22/2024	$4,072.56	$4,072.56	8.6
LID BONDS	LID 155	Bond #9C	LID Bond	7/22/2024	$4,072.56	$4,072.56	8.6
LID BONDS	LID 155	Bond #10A	LID Bond	7/22/2025	$4,072.56	$4,072.56	9.6
LID BONDS	LID 155	Bond #10B	LID Bond	7/22/2025	$4,072.56	$4,072.56	9.6
LID BONDS	LID 155	Bond #10C	LID Bond	7/22/2025	$4,072.56	$4,072.56	9.6
LID BONDS	LID 156	Bond #2	LID Bond	10/15/2016	$1,362.61	$1,362.61	0.8
LID BONDS	LID 156	Bond #3	LID Bond	10/15/2017	$1,362.61	$1,362.61	1.8
LID BONDS	LID 156	Bond #4	LID Bond	10/15/2018	$1,362.61	$1,362.61	2.8
LID BONDS	LID 156	Bond #5	LID Bond	10/15/2019	$1,362.61	$1,362.61	3.8
LID BONDS	LID 156	Bond #6	LID Bond	10/15/2020	$1,362.61	$1,362.61	4.8
LID BONDS	LID 156	Bond #7	LID Bond	10/15/2021	$1,362.61	$1,362.61	5.8
LID BONDS	LID 156	Bond #8	LID Bond	10/15/2022	$1,362.61	$1,362.61	6.8
LID BONDS	LID 156	Bond #9	LID Bond	10/15/2023	$1,362.61	$1,362.61	7.8
LID BONDS	LID 156	Bond #10	LID Bond	10/15/2024	$1,362.61	$1,362.61	8.8
	LID Bonds Subtotal				**478,021.99**	**478,021.99**	

	Portfolio Totals	***54,774,643.80***	***54,908,049.51***

Cash/Cash Equivalents Percentage	***29.60%***
Short Term Custodial Securities Percentage	***15.30%***
Local Improvement District Bond Percentage	***0.87%***
Long Term Custodial Securities Percentage	***54.23%***

Report: GAAP GL Balance Sheet Quarterly
Account: Moreton-Nampa Aggregate (41819)
As of: 12/31/2015

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration
Cash	Cash	CCYUSD	CASH	12/31/2015	750.21	0.000	750.21	750.21	0.000	0.000
Receivable	Receivable	CCYUSD	CASH	12/31/2015	9.25	0.000	9.25	9.25	0.000	0.000
Receivable	Receivable	CCYUSD	CASH	12/31/2015	4.33	0.000	4.33	4.33	0.000	0.000
	Cash Subtotal				**763.79**		**763.79**	**763.79**		

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration
CE	FIRST AMERICAN FUNDS CL INST GOV MMF	31846V203	MMFUND	12/31/2015	1,878,491.29	0.010	1,878,491.29	1,878,491.29	0.000	0.000
ST<90 Days to Matu	Amboy Bank	023305EW1	CD	03/04/2016	245,000.00	0.498	245,000.00	245,000.00	0.175	0.172
ST<90 Days to Matu	American State Bank	029733AZ5	CD	01/13/2016	250,000.00	0.450	250,004.07	250,200.00	0.036	0.033
ST<90 Days to Matu	Beal Bank USA	07370WMU7	CD	02/10/2016	245,000.00	0.498	245,000.00	245,000.00	0.112	0.110
ST<90 Days to Matu	Beneficial Mutual Savings Bank	08173QAT3	CD	01/19/2016	247,000.00	0.521	247,179.34	251,443.53	0.052	0.049
ST<90 Days to Matu	The Citizens State Bank	17669WEU5	CD	03/22/2016	245,000.00	0.601	244,972.61	244,821.15	0.225	0.221
ST<90 Days to Matu	Comenity Capital Bank	20033AFT8	CD	01/28/2016	245,000.00	0.598	245,000.00	245,000.00	0.077	0.074
ST<90 Days to Matu	Evergreen Bank Group	300185CN3	CD	03/28/2016	245,000.00	0.500	245,000.00	245,000.00	0.241	0.238
ST<90 Days to Matu	FEDERAL HOME LOAN BANKS	3130A0SD3	AGCY BOND	02/19/2016	800,000.00	0.390	799,984.17	799,808.00	0.137	0.133
ST<90 Days to Matu	Gorham Savings Bank	383052CQ8	CD	02/08/2016	249,000.00	0.500	249,000.00	249,000.00	0.107	0.104
ST<90 Days to Matu	NAMPA DEV CORP IDAHO REV ALLOCATION	629869AE8	MUNI	03/01/2016	335,000.00	3.754	334,945.45	333,355.15	0.167	0.166
ST<90 Days to Matu	Union Savings Bank	908139AU2	CD	02/29/2016	249,000.00	0.520	249,713.73	254,891.34	0.164	0.161
	LGIP Fund 2156 General Funds						11,010,533.48	11,010,533.48		
	Cash Equivalents Subtotal				**1,878,491.29**		**16,244,824.14**	**16,252,543.94**		

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration
LT	Access National Bank	00432KDJ9	CD	08/20/2018	245,000.00	1.450	244,683.88	244,639.85	2.635	2.569
LT	Ally Bank	02006LEV1	CD	05/30/2017	245,000.00	1.150	244,829.62	244,637.40	1.411	1.395
LT	American Express Bank, FSB.	02587CAD2	CD	07/17/2017	245,000.00	1.100	244,813.57	244,637.40	1.542	1.519
LT	BMW Bank of North America	05568P6W2	CD	03/14/2017	245,000.00	1.000	245,000.00	245,000.00	1.200	1.187
LT	The Bank of Castile	061077BB8	CD	04/16/2018	245,000.00	1.000	245,000.00	245,000.00	2.290	2.253
LT	Bank of North Carolina	06414QUB3	CD	01/16/2018	245,000.00	1.284	244,832.63	244,755.00	2.044	2.005
LT	BANKERS BANK OF KANSAS	06610PBG7	CD	12/21/2017	250,000.00	1.275	249,876.71	249,875.00	1.972	1.936
LT	BankUnited, National Association	066519AF6	CD	11/21/2017	245,000.00	1.230	244,862.34	244,781.95	1.890	1.862
LT	Barclays Bank Delaware	06740KGZ4	CD	07/03/2017	245,000.00	1.200	244,818.37	244,637.40	1.504	1.478
LT	Bloombank	094147CC7	CD	04/27/2018	245,000.00	1.185	244,805.15	244,755.00	2.320	2.277
LT	Capital One Bank	140420PR5	CD	10/10/2017	245,000.00	1.450	244,787.26	244,639.85	1.775	1.743
LT	Capital One, National Association	14042E4R8	CD	07/16/2018	245,000.00	1.650	244,695.38	244,639.85	2.539	2.461
LT	Cardinal Bank	14147VER3	CD	05/15/2018	245,000.00	1.117	244,902.88	244,877.50	2.370	2.326
LT	Cathay Bank	149159KJ3	CD	11/29/2017	245,000.00	1.020	244,906.24	244,877.50	1.912	1.888
LT	Celtic Bank Corporation	15118RJV0	CD	08/21/2017	245,000.00	1.150	244,802.16	244,637.40	1.638	1.615
LT	CIT Bank, National Association	17284AW38	CD	06/13/2017	130,000.00	1.300	130,368.03	130,682.50	1.449	1.429
LT	ConnectOne Bank	20786ABE4	CD	07/09/2018	245,000.00	1.400	244,697.41	244,639.85	2.520	2.460
LT	Discover Bank	254671T42	CD	06/05/2017	245,000.00	1.150	244,827.63	244,637.40	1.427	1.411
LT	Dollar Bank, Federal Savings Bank	25665QAM7	CD	11/17/2017	245,000.00	1.250	244,774.37	244,639.85	1.879	1.851
LT	EVB	26927ABJ0	CD	09/25/2018	245,000.00	1.300	244,671.15	244,639.85	2.734	2.671
LT	EAST BOSTON SAVINGS BANK	27113PAP6	CD	01/30/2018	245,000.00	1.028	244,858.60	244,846.88	2.082	2.051
LT	EnerBank USA	29266NS81	CD	10/29/2018	245,000.00	1.250	244,658.26	244,637.40	2.827	2.766
LT	FEDERAL HOME LOAN BANKS	3130A44M1	AGCY BOND	02/20/2018	500,000.00	1.008	499,910.63	499,875.00	2.140	2.099

LT	FEDERAL HOME LOAN BANKS	3130A6AB3	AGCY BOND	08/28/2018	750,000.00	1.193	750,035.29	750,052.50	2.657	2.597
LT	FEDERAL AGRIC MTG CORP MEDIUM TERM NTS FED BOOK E	3132X0DK4	AGCY BOND	12/03/2018	900,000.00	1.411	897,147.76	897,111.00	2.923	2.853
LT	FEDERAL HOME LOAN BANKS	313379FW4	AGCY BOND	06/09/2017	500,000.00	1.031	499,778.64	499,545.00	1.438	1.424
LT	FEDERAL FARM CREDIT BANKS FUNDING CORP	3133ECT79	AGCY BOND	03/01/2017	500,000.00	0.800	501,156.81	502,705.00	1.164	1.154
LT	FEDERAL HOME LOAN MORTGAGE CORP	3134G63H4	AGCY BOND	11/27/2017	775,000.00	1.000	775,000.00	775,000.00	1.906	1.592
LT	FEDERAL HOME LOAN MORTGAGE CORP	3134G7HL8	AGCY BOND	01/29/2018	500,000.00	1.100	500,000.00	500,000.00	2.079	1.377
LT	FEDERAL HOME LOAN MORTGAGE CORP	3134G7Z20	AGCY BOND	10/29/2018	800,000.00	1.250	800,000.00	800,000.00	2.827	1.905
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3135G0GY3	AGCY BOND	01/30/2017	500,000.00	0.770	502,570.59	506,250.00	1.082	1.069
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3135G0PH0	AGCY BOND	09/27/2017	500,000.00	1.017	499,852.32	499,750.00	1.739	1.137
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3136G2K63	AGCY BOND	05/25/2018	750,000.00	1.200	750,000.00	750,000.00	2.397	1.936
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3136G2M20	AGCY BOND	09/28/2018	500,000.00	1.208	499,885.78	499,875.00	2.742	2.551
LT	FEDERAL NATIONAL MORTGAGE ASSOCIATION	3136G2RD1	AGCY BOND	10/26/2018	750,000.00	1.020	750,000.00	750,000.00	2.819	2.767
LT	First Bank of Highland Park	319141CD7	CD	08/07/2017	245,000.00	1.150	244,806.79	244,637.40	1.600	1.575
LT	First Commercial Bank	31984GDH9	CD	04/28/2017	245,000.00	0.941	244,869.96	244,755.00	1.323	1.310
LT	First General Bank	320337BD9	CD	07/31/2017	250,000.00	0.900	250,000.00	250,000.00	1.580	1.563
LT	FNB Bank, Inc.	330459AU2	CD	10/17/2017	150,000.00	1.234	149,910.11	149,850.00	1.794	1.764
LT	1st Security Bank of Washington	33625CAN9	CD	04/28/2017	245,000.00	0.991	244,870.25	244,755.00	1.323	1.309
LT	Flushing Bank	34387AAM1	CD	03/24/2017	245,000.00	1.125	244,925.22	244,848.10	1.227	1.212
LT	GE Capital Bank	36163FHB2	CD	05/23/2017	245,000.00	1.200	244,831.32	244,637.40	1.392	1.375
LT	Goldman Sachs Bank USA	38147JG63	CD	06/12/2017	245,000.00	1.150	244,825.32	244,637.40	1.446	1.430
LT	Iberiabank	45083ADT6	CD	03/30/2017	245,000.00	1.151	244,847.76	244,696.20	1.244	1.229
LT	Iroquois Federal Savings and Loan Association	46355PBR8	CD	09/29/2017	250,000.00	1.000	250,000.00	250,000.00	1.745	1.722
LT	JPMorgan Chase Bank, National Association	48125T6E0	CD	04/10/2018	250,000.00	1.300	250,000.00	250,000.00	2.274	2.223
LT	MB Financial Bank, National Association	55266CMZ6	CD	08/06/2018	245,000.00	1.384	244,787.89	244,755.00	2.597	2.534
LT	Manufacturers and Traders Trust Company	564759QT8	CD	06/11/2018	245,000.00	1.243	244,750.75	244,693.75	2.444	2.399
LT	Marlin Business Bank	57116AHV3	CD	04/17/2017	245,000.00	1.090	244,873.62	244,755.00	1.293	1.277
LT	Medallion Bank	58403BP26	CD	06/09/2017	245,000.00	1.050	244,825.99	244,637.40	1.438	1.420
LT	Mercantil Commercebank, National Association	58733AAZ2	CD	11/20/2017	245,000.00	1.230	244,862.92	244,781.95	1.887	1.859
LT	NBT Bank, N.A.	628779FH8	CD	06/06/2017	245,000.00	1.000	244,826.83	244,637.40	1.430	1.416
LT	NAMPA DEV CORP IDAHO REV ALLOCATION	629869AF5	MUNI	03/01/2017	185,000.00	4.196	184,790.99	183,958.45	1.164	1.127
LT	Northfield Bank	66612AAS7	CD	04/30/2018	245,000.00	1.100	244,718.79	244,637.40	2.329	2.291
LT	Oostburg State Bank	683430BT8	CD	09/28/2018	250,000.00	1.300	249,661.76	249,630.00	2.742	2.680
LT	The Park National Bank	700654AW6	CD	09/26/2017	245,000.00	1.400	244,791.09	244,639.85	1.736	1.705
LT	The PrivateBank and Trust Company	74267GUP0	CD	02/21/2017	245,000.00	0.950	244,861.75	244,666.80	1.142	1.134
LT	Providence Bank	743738BU9	CD	11/17/2017	245,000.00	0.975	244,884.73	244,877.50	1.879	1.854
LT	Sallie Mae Bank	795450TF2	CD	09/25/2017	90,000.00	1.449	89,923.59	89,867.70	1.734	1.702
LT	Towne Bank	89214PAT6	CD	05/29/2018	245,000.00	1.234	244,803.51	244,755.00	2.408	2.364
LT	United Bankers' Bank	909557ER7	CD	05/29/2018	245,000.00	1.134	244,803.51	244,755.00	2.408	2.364
LT	United Bankers' Bank	909557EW6	CD	09/28/2018	250,000.00	1.350	249,663.74	249,632.50	2.742	2.677
LT	UNITED STATES TREASURY	912828M64	US GOV	11/15/2018	750,000.00	1.235	750,315.64	750,322.27	2.873	2.809
LT	UNITED STATES TREASURY	912828MS6	US GOV	02/28/2017	750,000.00	0.680	770,105.02	789,990.23	1.162	1.138
LT	UNITED STATES TREASURY	912828MV9	US GOV	03/31/2017	750,000.00	0.732	773,373.74	794,912.11	1.246	1.220
LT	UNITED STATES TREASURY	912828PF1	US GOV	10/31/2017	750,000.00	0.976	762,200.42	769,658.20	1.832	1.795
LT	UNITED STATES TREASURY	912828PN4	US GOV	12/31/2017	750,000.00	1.101	774,370.22	787,148.44	2.000	1.950
LT	UNITED STATES TREASURY	912828PY0	US GOV	02/28/2018	750,000.00	1.094	776,461.64	787,148.44	2.162	2.088
LT	UNITED STATES TREASURY	912828QB9	US GOV	03/31/2018	750,000.00	1.171	778,234.28	788,261.72	2.246	2.168
LT	UNITED STATES TREASURY	912828RX0	US GOV	12/31/2016	500,000.00	0.661	501,059.48	502,714.84	1.000	0.994
LT	UNITED STATES TREASURY	912828SC5	US GOV	01/31/2017	750,000.00	0.647	751,836.54	753,691.40	1.085	1.073
LT	UNITED STATES TREASURY	912828SS0	US GOV	04/30/2017	750,000.00	0.781	750,930.42	752,021.48	1.329	1.320
LT	UNITED STATES TREASURY	912828WD8	US GOV	10/31/2018	300,000.00	1.114	301,132.50	301,195.31	2.832	2.768
LT	UNITED STATES TREASURY	912828WT3	US GOV	07/15/2017	500,000.00	1.018	498,910.69	497,890.63	1.537	1.520
LT	UNITED STATES TREASURY	912828XF2	US GOV	06/15/2018	500,000.00	1.148	499,727.61	499,667.96	2.454	2.414
LT	The Washington Trust Company of Westerly	940637GP0	CD	10/10/2017	245,000.00	1.400	244,787.26	244,639.85	1.775	1.752

LT	WebBank	947547HD0	CD	09/26/2017	245,000.00	1.434	244,856.97	244,755.00	1.736	1.704
LT	Welch State Bank of Welch, Okla	949095AT0	CD	07/17/2018	238,000.00	1.384	237,797.93	237,762.00	2.542	2.482
LT	World's Foremost Bank	981571BR2	CD	08/13/2018	200,000.00	1.750	199,743.59	199,706.00	2.616	2.536
LT	Yadkin Bank	984308BH8	CD	05/15/2017	245,000.00	1.089	244,869.96	244,755.00	1.370	1.353
	Long Term Custodial Securities Subtotal				**29,558,000.00**		**29,688,241.53**	**29,774,016.40**		

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration
ST	American Express Centurion Bank	02587DGM4	CD	11/10/2016	100,000.00	0.800	101,062.55	102,988.00	0.862	0.852
ST	American Express Centurion Bank	02587DQE1	CD	07/18/2016	150,000.00	0.725	150,303.43	151,200.00	0.548	0.541
ST	Bank Rhode Island	064577BU2	CD	06/10/2016	245,000.00	0.600	245,000.00	245,000.00	0.444	0.439
ST	Brookline Bank	11373QAN8	CD	06/10/2016	245,000.00	0.600	245,000.00	245,000.00	0.444	0.439
ST	Campbell County Bank, Inc.	134204BQ8	CD	08/26/2016	200,000.00	0.650	200,000.00	200,000.00	0.654	0.649
ST	CIT Bank, National Association	17284AZA9	CD	09/28/2016	100,000.00	0.900	100,916.24	102,840.00	0.745	0.734
ST	Compass Bank	20451PJV9	CD	11/28/2016	245,000.00	0.800	244,889.65	244,696.20	0.912	0.904
ST	Customers Bank	23204HBF4	CD	05/31/2016	240,000.00	0.500	240,000.00	240,000.00	0.416	0.413
ST	EagleBank	27002YCF1	CD	12/27/2016	245,000.00	0.925	244,939.59	244,877.50	0.991	0.980
ST	FEDERAL HOME LOAN BANKS	3130A22N5	AGCY BOND	06/06/2016	500,000.00	0.420	500,000.00	500,000.00	0.433	0.429
ST	FREDDIE MAC	3137EACT4	AGCY BOND	05/27/2016	500,000.00	0.466	504,097.86	514,848.50	0.405	0.405
ST	Fox Chase Bank	35137QBA1	CD	04/28/2016	245,000.00	0.584	244,973.57	244,877.50	0.326	0.322
ST	Synchrony Bank	36159C3H7	CD	09/30/2016	245,000.00	1.050	246,713.69	250,404.70	0.750	0.740
ST	Great Midwest Bank, State Savings Bank	39083PCK6	CD	07/27/2016	245,000.00	0.750	245,000.00	245,000.00	0.572	0.567
ST	Investors Bank	46176PCX1	CD	07/21/2016	245,000.00	0.700	245,000.00	245,000.00	0.556	0.550
ST	Lone Star National Bank	542299EP3	CD	05/24/2016	245,000.00	0.500	245,000.00	245,000.00	0.397	0.393
ST	Main Street Bank Corp.	56034WAH4	CD	12/16/2016	245,000.00	0.900	245,000.00	245,000.00	0.961	0.950
ST	Merrick Bank Corporation	59013JAK5	CD	06/30/2016	245,000.00	0.650	245,000.00	245,000.00	0.498	0.494
ST	Northbrook Bank & Trust Company	663808AK9	CD	08/09/2016	250,000.00	0.550	250,451.02	250,900.00	0.608	0.602
ST	Northwest Bank	66736AAJ8	CD	06/29/2016	245,000.00	0.475	244,969.87	244,872.60	0.496	0.492
ST	Safra National Bank of New York	78658QQM8	CD	09/16/2016	250,000.00	0.649	250,000.00	250,000.00	0.712	0.716
ST	Sallie Mae Bank	795450QY4	CD	10/31/2016	157,000.00	0.800	157,645.67	158,854.17	0.835	0.827
ST	UBS Bank USA	90348JAL4	CD	07/01/2016	150,000.00	0.551	150,148.72	150,328.50	0.501	0.496
ST	UNITED STATES TREASURY	912828QF0	US GOV	04/30/2016	500,000.00	0.342	502,727.53	511,523.44	0.331	0.332
ST	UNITED STATES TREASURY	912828RF9	US GOV	08/31/2016	750,000.00	0.457	752,686.34	757,177.74	0.668	0.660
ST	UNITED STATES TREASURY	912828RJ1	US GOV	09/30/2016	500,000.00	0.627	501,384.25	504,218.75	0.750	0.743
ST	UNITED STATES TREASURY	912828RM4	US GOV	10/31/2016	500,000.00	0.623	501,555.96	504,453.13	0.835	0.827
ST	VESEY STREET INVESTMENT TRUST I	925369AA8	CORP	09/01/2016	67,000.00	1.232	68,405.72	68,826.42	0.671	0.651
ST	Wex Bank	92937CCM8	CD	11/14/2016	245,000.00	0.925	244,946.49	244,877.50	0.873	0.865
ST	Whitney Bank	966594AF0	CD	08/18/2016	245,000.00	0.616	244,974.20	244,938.75	0.632	0.627
	Short Term Custodial Securities Subtotal				**8,344,000.00**		**8,362,792.34**	**8,402,703.39**		

General Ledger Grouping	Description	Identifier	Security Type	Final Maturity	Original Units	Book Yield	Ammortized Book	Cost Value	WAL	Duration
LID BONDS	LID 147	Bond #13	LID Bond	1/25/2025			$12,448.65	$12,448.65		9.1
LID BONDS	LID 147	Bond #14	LID Bond	1/25/2026			$12,448.65	$12,448.65		10.1
LID BONDS	LID 147	Bond #15	LID Bond	1/25/2027			$12,448.65	$12,448.65		11.1
LID BONDS	LID 147	Bond #16	LID Bond	1/25/2028			$12,448.65	$12,448.65		12.1
LID BONDS	LID 147	Bond #17	LID Bond	1/25/2029			$12,448.65	$12,448.65		13.1
LID BONDS	LID 147	Bond #18	LID Bond	1/25/2030			$12,448.65	$12,448.65		14.1
LID BONDS	LID 147	Bond #19	LID Bond	1/25/2031			$12,448.65	$12,448.65		15.1
LID BONDS	LID 147	Bond #20	LID Bond	1/25/2032			$12,448.65	$12,448.65		16.1
LID BONDS	LID 151	Bond #4	LID Bond	7/18/2016			$20,146.00	$20,146.00		0.5
LID BONDS	LID 151	Bond #5	LID Bond	7/18/2017			$20,146.00	$20,146.00		1.5
LID BONDS	LID 151	Bond #6	LID Bond	7/18/2018			$20,146.00	$20,146.00		2.5
LID BONDS	LID 151	Bond #7	LID Bond	7/18/2019			$20,146.00	$20,146.00		3.5

LID BONDS	LID 151	Bond #8	LID Bond	7/18/2020	$20,146.00	$20,146.00	4.5
LID BONDS	LID 151	Bond #9	LID Bond	7/18/2021	$20,146.00	$20,146.00	5.5
LID BONDS	LID 151	Bond #10	LID Bond	7/18/2022	$20,146.00	$20,146.00	6.5
LID BONDS	LID 153	Bond #2A	LID Bond	12/10/2016	$3,813.72	$3,813.72	0.9
LID BONDS	LID 153	Bond #2B	LID Bond	12/10/2016	$3,813.72	$3,813.72	0.9
LID BONDS	LID 153	Bond #2C	LID Bond	12/10/2016	$3,813.72	$3,813.72	0.9
LID BONDS	LID 153	Bond #3A	LID Bond	12/10/2017	$3,813.72	$3,813.72	1.9
LID BONDS	LID 153	Bond #3B	LID Bond	12/10/2017	$3,813.72	$3,813.72	1.9
LID BONDS	LID 153	Bond #3C	LID Bond	12/10/2017	$3,813.72	$3,813.72	1.9
LID BONDS	LID 153	Bond #4A	LID Bond	12/10/2018	$3,813.72	$3,813.72	2.9
LID BONDS	LID 153	Bond #4B	LID Bond	12/10/2018	$3,813.72	$3,813.72	2.9
LID BONDS	LID 153	Bond #4C	LID Bond	12/10/2018	$3,813.72	$3,813.72	2.9
LID BONDS	LID 153	Bond #5A	LID Bond	12/10/2019	$3,813.72	$3,813.72	3.9
LID BONDS	LID 153	Bond #5B	LID Bond	12/10/2019	$3,813.72	$3,813.72	3.9
LID BONDS	LID 153	Bond #5C	LID Bond	12/10/2019	$3,813.72	$3,813.72	3.9
LID BONDS	LID 153	Bond #6A	LID Bond	12/10/2020	$3,813.72	$3,813.72	4.9
LID BONDS	LID 153	Bond #6B	LID Bond	12/10/2020	$3,813.72	$3,813.72	4.9
LID BONDS	LID 153	Bond #6C	LID Bond	12/10/2020	$3,813.72	$3,813.72	4.9
LID BONDS	LID 153	Bond #7A	LID Bond	12/10/2021	$3,813.72	$3,813.72	5.9
LID BONDS	LID 153	Bond #7B	LID Bond	12/10/2021	$3,813.72	$3,813.72	5.9
LID BONDS	LID 153	Bond #7C	LID Bond	12/10/2021	$3,813.72	$3,813.72	5.9
LID BONDS	LID 153	Bond #8A	LID Bond	12/10/2022	$3,813.72	$3,813.72	6.9
LID BONDS	LID 153	Bond #8B	LID Bond	12/10/2022	$3,813.72	$3,813.72	6.9
LID BONDS	LID 153	Bond #8C	LID Bond	12/10/2022	$3,813.72	$3,813.72	6.9
LID BONDS	LID 153	Bond #9A	LID Bond	12/10/2023	$3,813.72	$3,813.72	7.9
LID BONDS	LID 153	Bond #9B	LID Bond	12/10/2023	$3,813.72	$3,813.72	7.9
LID BONDS	LID 153	Bond #9C	LID Bond	12/10/2023	$3,813.72	$3,813.72	7.9
LID BONDS	LID 153	Bond #10A	LID Bond	12/10/2024	$3,813.72	$3,813.72	8.9
LID BONDS	LID 153	Bond #10B	LID Bond	12/10/2024	$3,813.72	$3,813.72	8.9
LID BONDS	LID 155	Bond #10C	LID Bond	12/10/2024	$3,813.72	$3,813.72	8.9
LID BONDS	LID 155	Bond #1A	LID Bond	7/22/2016	$4,072.62	$4,072.62	0.6
LID BONDS	LID 155	Bond #1B	LID Bond	7/22/2016	$4,072.56	$4,072.56	0.6
LID BONDS	LID 155	Bond #1C	LID Bond	7/22/2016	$4,072.56	$4,072.56	0.6
LID BONDS	LID 155	Bond #2A	LID Bond	7/22/2017	$4,072.56	$4,072.56	1.6
LID BONDS	LID 155	Bond #2B	LID Bond	7/22/2017	$4,072.56	$4,072.56	1.6
LID BONDS	LID 155	Bond #2C	LID Bond	7/22/2017	$4,072.56	$4,072.56	1.6
LID BONDS	LID 155	Bond #3A	LID Bond	7/22/2018	$4,072.56	$4,072.56	2.6
LID BONDS	LID 155	Bond #3B	LID Bond	7/22/2018	$4,072.56	$4,072.56	2.6
LID BONDS	LID 155	Bond #3C	LID Bond	7/22/2018	$4,072.56	$4,072.56	2.6
LID BONDS	LID 155	Bond #4A	LID Bond	7/22/2019	$4,072.56	$4,072.56	3.6
LID BONDS	LID 155	Bond #4B	LID Bond	7/22/2019	$4,072.56	$4,072.56	3.6
LID BONDS	LID 155	Bond #4C	LID Bond	7/22/2019	$4,072.56	$4,072.56	3.6
LID BONDS	LID 155	Bond #5A	LID Bond	7/22/2020	$4,072.56	$4,072.56	4.6
LID BONDS	LID 155	Bond #5B	LID Bond	7/22/2020	$4,072.56	$4,072.56	4.6
LID BONDS	LID 155	Bond #5C	LID Bond	7/22/2020	$4,072.56	$4,072.56	4.6
LID BONDS	LID 155	Bond #6A	LID Bond	7/22/2021	$4,072.56	$4,072.56	5.6
LID BONDS	LID 155	Bond #6B	LID Bond	7/22/2021	$4,072.56	$4,072.56	5.6
LID BONDS	LID 155	Bond #6C	LID Bond	7/22/2021	$4,072.56	$4,072.56	5.6
LID BONDS	LID 155	Bond #7A	LID Bond	7/22/2022	$4,072.56	$4,072.56	6.6
LID BONDS	LID 155	Bond #7B	LID Bond	7/22/2022	$4,072.56	$4,072.56	6.6
LID BONDS	LID 155	Bond #7C	LID Bond	7/22/2022	$4,072.56	$4,072.56	6.6
LID BONDS	LID 155	Bond #8A	LID Bond	7/22/2023	$4,072.56	$4,072.56	7.6
LID BONDS	LID 155	Bond #8B	LID Bond	7/22/2023	$4,072.56	$4,072.56	7.6

LID BONDS	LID 155	Bond #8C	LID Bond	7/22/2023	$4,072.56	$4,072.56	7.6
LID BONDS	LID 155	Bond #9A	LID Bond	7/22/2024	$4,072.56	$4,072.56	8.6
LID BONDS	LID 155	Bond #9B	LID Bond	7/22/2024	$4,072.56	$4,072.56	8.6
LID BONDS	LID 155	Bond #9C	LID Bond	7/22/2024	$4,072.56	$4,072.56	8.6
LID BONDS	LID 155	Bond #10A	LID Bond	7/22/2025	$4,072.56	$4,072.56	9.6
LID BONDS	LID 155	Bond #10B	LID Bond	7/22/2025	$4,072.56	$4,072.56	9.6
LID BONDS	LID 156	Bond #10C	LID Bond	7/22/2025	$4,072.56	$4,072.56	9.6
LID BONDS	LID 156	Bond #2	LID Bond	10/15/2016	$1,362.61	$1,362.61	0.8
LID BONDS	LID 156	Bond #3	LID Bond	10/15/2017	$1,362.61	$1,362.61	1.8
LID BONDS	LID 156	Bond #4	LID Bond	10/15/2018	$1,362.61	$1,362.61	2.8
LID BONDS	LID 156	Bond #5	LID Bond	10/15/2019	$1,362.61	$1,362.61	3.8
LID BONDS	LID 156	Bond #6	LID Bond	10/15/2020	$1,362.61	$1,362.61	4.8
LID BONDS	LID 156	Bond #7	LID Bond	10/15/2021	$1,362.61	$1,362.61	5.8
LID BONDS	LID 156	Bond #8	LID Bond	10/15/2022	$1,362.61	$1,362.61	6.8
LID BONDS	LID 156	Bond #9	LID Bond	10/15/2023	$1,362.61	$1,362.61	7.8
	LID Bonds Subtotal	Bond #10	LID Bond	10/15/2024	$1,362.61	$1,362.61	8.8
					478,021.99	**478,021.99**	
	Portfolio Totals				***54,774,643.80***	***54,908,049.51***	

Cash/Cash Equivalents Percentage	***29.60%***
Short Term Custodial Securities Percentage	***15.30%***
Local Improvement District Bond Percentage	***0.87%***
Long Term Custodial Securities Percentage	***54.23%***

CITY OF NAMPA
REGULAR COUNCIL
March 7, 2016
STAFF REPORT BY PUBLIC WORKS DEPARTMENT
MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR

Update to Public Works Department Staffing

- Jacob "Jake" Allen has been selected for Public Works Administration's Senior Budget Analyst position. Jake holds two bachelor's degrees from Northwest Nazarene University; one in accounting and the other in business administration. He has held the positions of accountant and accounting associate in the private sector. With Jake's business background and education, Public Works staff is excited to have him as part of the team

- The search continues for a new City Engineer for the Engineering Division

- Public Works staff is pleased to announce that Leslea Basterrechea has been selected as the new Superintendent for the Environmental Compliance Division. Leslea holds a Bachelor of Science in Chemistry from the College of Idaho. She has 18 years of experience in the environmental field, including extensive knowledge in water quality and data quality control procedures. Leslea will be an immediate asset to the Public Works Department

Railroad Quiet Zone Investigation – Minimum Requirements

The Engineering Division was asked by a citizen to look into the requirements of establishing a Railroad Quiet Zone (QZ) in the City. A QZ is a defined length of track or area, assumed to be all mainline crossings in the City, where railroads cease the routine sounding of their horn when approaching rail crossings. Locomotive engineers must begin to sound train horns at least 15 seconds, and no more than 25 seconds, in advance of all public grade crossings. The horn must be sounded until the lead unit occupies the grade crossing.

To establish a QZ the increased risk caused by the absence of a horn must be mitigated. At a minimum, flashing lights and automatic four-quadrant gates must be in place at each public crossing in the QZ (see Exhibit A). These must also be equipped with constant warning time devices where reasonably practical, and power outage indicators.

There are currently 17 active railroad crossings within City limits. Of those, five (5) are currently equipped with flashing lights and gates. The five (5) crossing with flashing lights and gates are on the main line that runs through the City. The remaining 12 passive crossings are on spurs from the main line.

From a cursory overview of the requirements to establish a QZ, it may be feasible to form a QZ for the main line only. The 12 remaining crossings likely do not warrant active crossing devices based on accident potential, vehicle traffic volume and number of train trips. All crossings in any proposed QZ must meet current standards before an application can be submitted.

The current two-gate configuration at each crossing does not meet risk reduction criteria to establish a new QZ. As this would be a City request, the City would be required to pay for all capital and operational costs associated the risk mitigation. It is staff's estimate, that at a minimum, the City would have to install a four-quadrant gate system at each crossing to lower the risk to an acceptable level. The Union Pacific Railroad (UPRR) estimates a range from $2.5M to $4.6M with annual maintenance costs of $20k to $50k. The estimated capital, and operational and maintenance costs do not include additional permitting and legal costs to create and maintain the QZ.

The first step to establishing a QZ is to submit a Notice of Intent and Establishment to both UPRR and the Federal Railroad Administrations (FRA). Then all crossings must be engineered and constructed by UPRR (owner of the crossing) with full reimbursement from the City. After all work is complete the City needs to update the FRA's crossing registry and may designate the area a QZ. The FRA must be updated on the status of each crossing every 4.5 to 5 years.

The Engineering Division has only performed a brief investigation into the establishment of a Railroad QZ. The next steps include identifying funding for crossing upgrades and notifying UPRR and FRA of the City's intent to establish a QZ. It is Staff's assumption that given the cost and time to create a QZ, the QZ will not be pursued.

Fleet Services Division Vehicle Disposal Update

On October 5 and December 21, 2015, City Council approved the disposal of three Fleet Services Division vehicles via Resolutions 28-2015 and 46-2015 (see Exhibits B and C). The original requests were to use the trade-in values to offset the purchase price of one new call-out service truck. However, it has been determined by the asset disposal team that the trade-in values offered by the dealer are not acceptable. The team believes a higher dollar amount is likely if the vehicles are sold at a public auction. Monies received will be used toward the purchase price of the new service truck.

Special City Council Meeting – Wastewater Phase II Business Case Evaluation

City staff and the Wastewater Program Management Team (WPMT) are continuing to identify the best approach for long-term wastewater discharge to meet increasingly stringent National Pollutant Discharge Elimination System (NPDES) permit limits. Since the completion of the original analysis in 2012, there have been updates to a number of the key inputs including:

- Completion of the Lower Boise River Total Phosphorus, Total Maximum Daily Load (TMDL)
- Receiving a draft NPDES permit
- Further investigations at the infiltration property.

To account for these changes, the analysis of potential options has been updated to guide future actions related to the wastewater program. City staff and the WPMT will present an updated analysis at a Special City Council meeting scheduled for Wednesday, March 30, from 3:00 p.m. to 5:00 p.m. in Council Chambers. Additional background information will be provided prior to the meeting.

Well No. 9 Occupiers

On February 24 the City received a complaint from a resident in Karcher Estates Subdivision about residents taking occupation of the City's Domestic Water Well No. 9 property. The City's GIS mapping program was utilized to verify property boundaries (see Exhibit D). A site visit revealed the north half of the City lot has been developed and fenced off to provide an extended backyard for the residents at 2511 and 2505 Leo Drive. Improvements on the Well No. 9 site include storage sheds, two travel trailers, landscaping and garden beds. City records for Well No. 9 show:

- Well was drilled in 1977
- Platted in 1979 as part of the Karcher Estates No. 2 Subdivision
- In 1991 the City leased Richard Mottram, 2501 Leo Drive, the land for "yard or garden" on an annual renewal basis
- In 2005 the lease was terminated at the Mottram's request

Also, the land occupied by the residents is within 50 feet of the well and creates a potential violation of the Idaho Well Head Protection requirements (50 ft. minimum setback). A notice of eviction has been prepared by the City attorney and will be sent to the two residents on March 8, with instruction to vacate City property.

Library Square Couplet Traffic Improvements Update

City staff contracted with Paragon Consulting, Inc., city consultant, to review traffic performance of the Library Square Couplet. Recommended modifications to improve efficiencies were submitted to the Idaho Transportation Department (ITD) for review and permitting (see Exhibit E). The city received approval from ITD to implement the proposed modifications to update striping and signal features around the Library Square Couplet. ITD also issued a right-of-way permit for the work to be completed on 12th Avenue South (SH-45). A request for quote has been sent to potential contractors. Construction is anticipated to begin in late March or early April, depending on the weather. Contract values are not anticipated to exceed $25,000.

Exhibit A

Four Quadrant Gates

Exhibit B

RESOLUTION NO. 28-2015

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

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

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

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

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

WHEREAS the approval for the destruction 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 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.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO THIS 5TH DAY OF OCTOBER, 2015.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO THIS 5TH DAY OF OCTOBER, 2015.

Approved:

MAYOR ROBERT HENRY

ATTEST:

CITY CLERK OR DEPUTY

ATTACHMENT A

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
6	Fleet Vehicle	1	1995 Chevrolet C2500 Chassis/Cab Service Truck	F	$2,500.00

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: Disposition

Condition Codes:

E	Excellent
G	Good
F	Fair
R	Repairable
U	Unusable

Requesting Department: **Fleet Services**		Received By: Doris Hayward-Roland
Requesting Person Name (Print): **Douglas Adams**		Date Received: September 30, 2015
Requesting Person Signature:	Date **Sep. 30, 2015**	

Exhibit C

RESOLUTION NO. **46-2015**

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

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

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

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

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

WHEREAS the approval for the 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 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 21st day of December, 2015.

Approved:

MAYOR ROBERT HENRY

ATTEST:

City Clerk or Deputy

CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST

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

Disposal Method Code	Use Category	Qty.	Description of Item	Cond. Code	Estimated Value
6	Fleet Vehicle	1	1995 Chevrolet C1500 - Fleet Services Parts Truck	F	$1,500.00
6	Fleet Vehicle	1	2000 Ford Ranger - Fleet Services Loaner	F	$2,000.00

Disposal Method Codes:

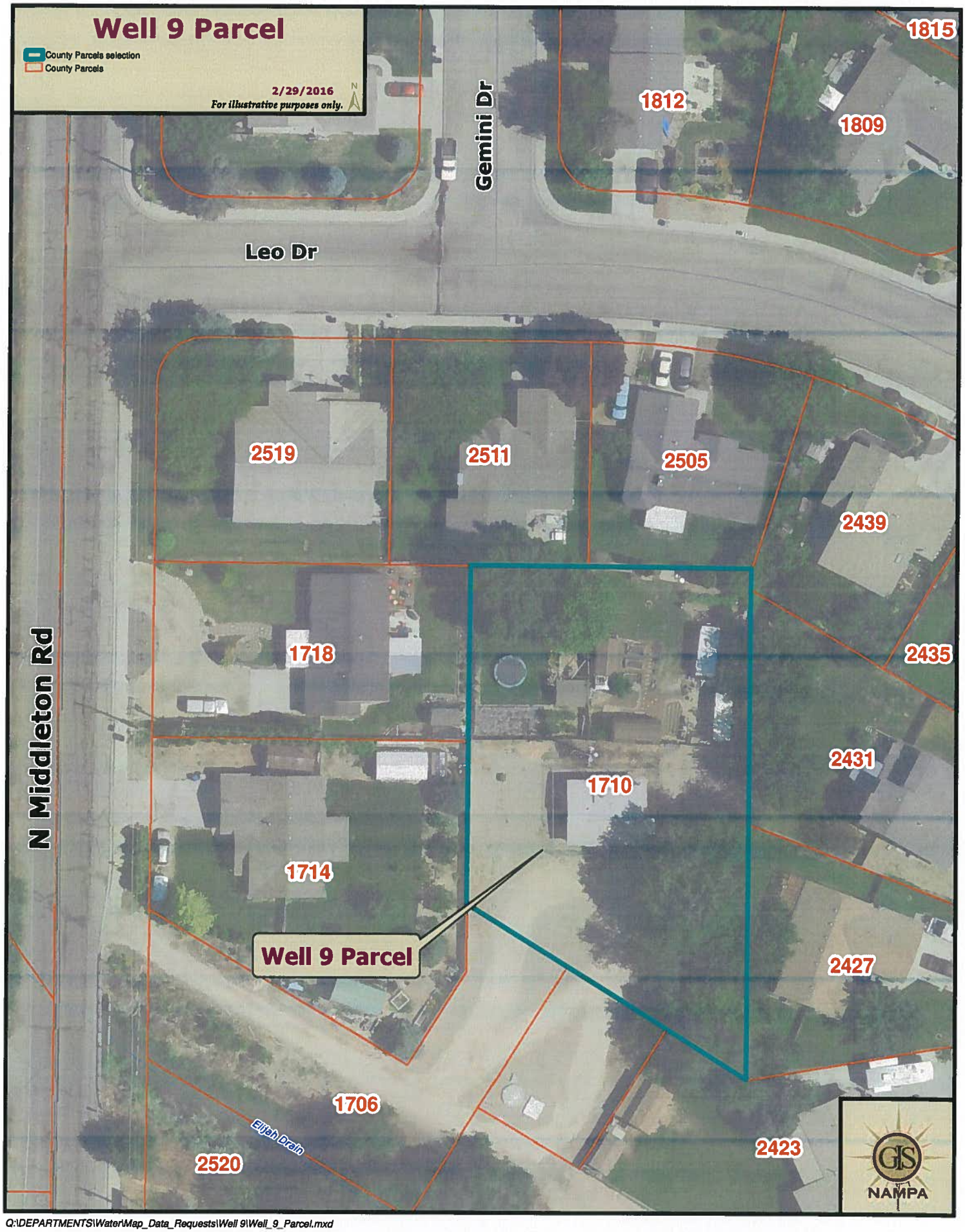
01	Transfer to another agency or department
02	Public Sale (Auction or sealed bid)
03	Leased property turned back
04	Recycle or sell for scrap
05	Unusable – ship to local dumpsite
06	Other: Disposition

Condition Codes:

E	Excellent
G	Good
F	Fair
R	Repairable
U	Unusable

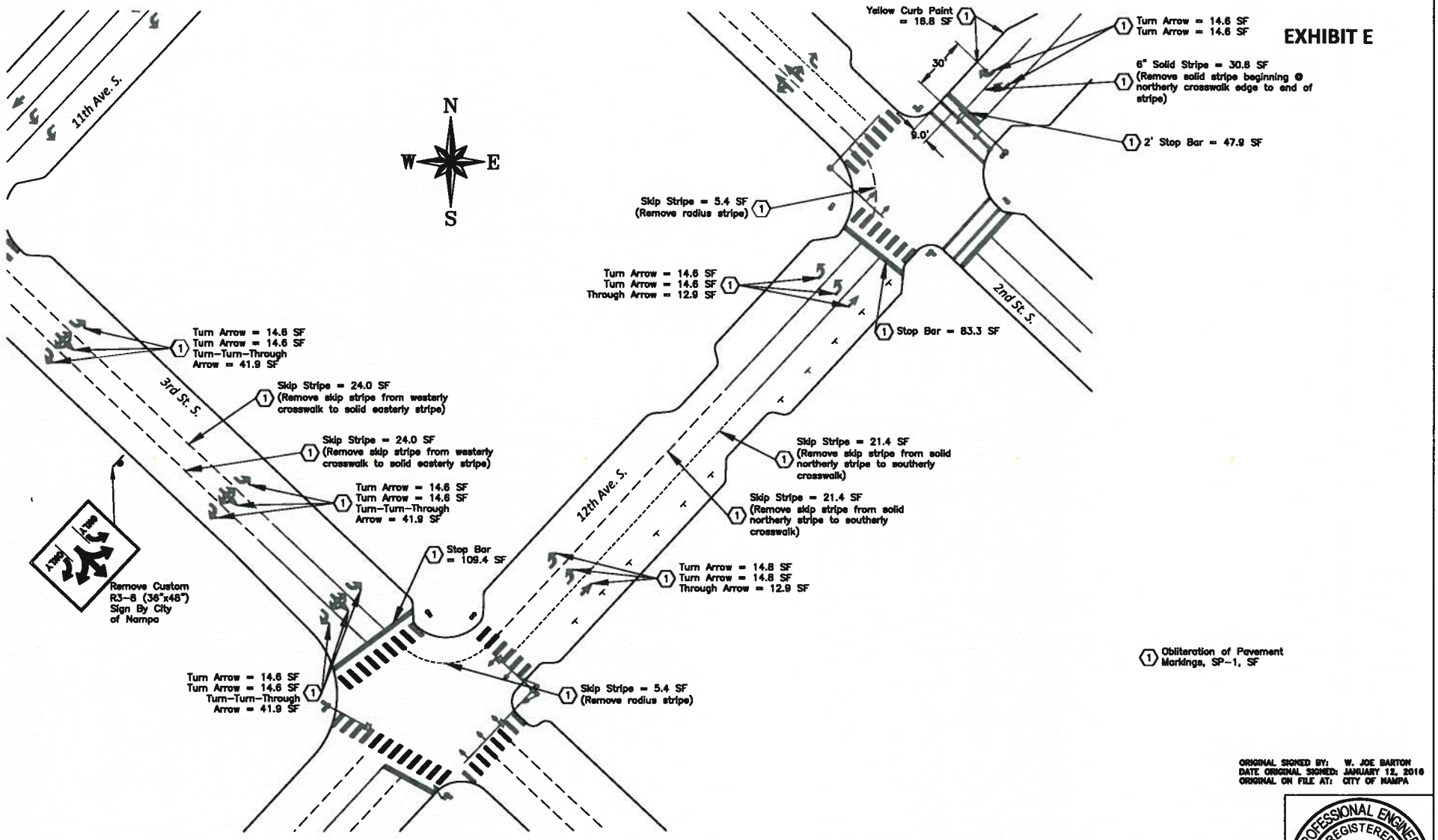
Requesting Department: **Fleet Services**		Received By: Doris Hayward-Roland
Requesting Person Name (Print): **Douglas Adams**		Date Received: December 16, 2015
Requesting Person Signature:	Date **Dec. 16, 2015**	

Exhibit D



Q:\DEPARTMENTS\Water\Map_Data_Requests\Well 9\Well_9_Parcel.mxd

EXHIBIT E



ORIGINAL SIGNED BY: W. JOE BARTON
DATE ORIGINAL SIGNED: JANUARY 12, 2016
ORIGINAL ON FILE AT: CITY OF NAMPA

PROFESSIONAL ENGINEER REGISTERED 8818 STATE OF IDAHO W. JOE BARTON

FILE NAME:	PLANS.dwg
PROJECT #:	005-15-003
DRAWING DATE:	1/13/2016
DRAWING SCALE:	1:1
DESIGNED:	M. NELSON
CHECKED:	W.J. BARTON
DETAILED:	M. NELSON
CHECKED:	W.J. BARTON

HORIZONTAL SCALE: N.T.S.

VERTICAL SCALE: N.T.S.

NAMPA LIBRARY SQUARE IMPROVEMENTS

STRIPING OBLITERATION PLAN

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

157 W. 4TH STREET
KUNA, ID 83634
PHONE: (208) 922-9136
FAX: (208) 922-9168

NO.	DATE	BY	REVISIONS DESCRIPTION
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2			
3			
4			
5			

SHEET NO. 2 / 8

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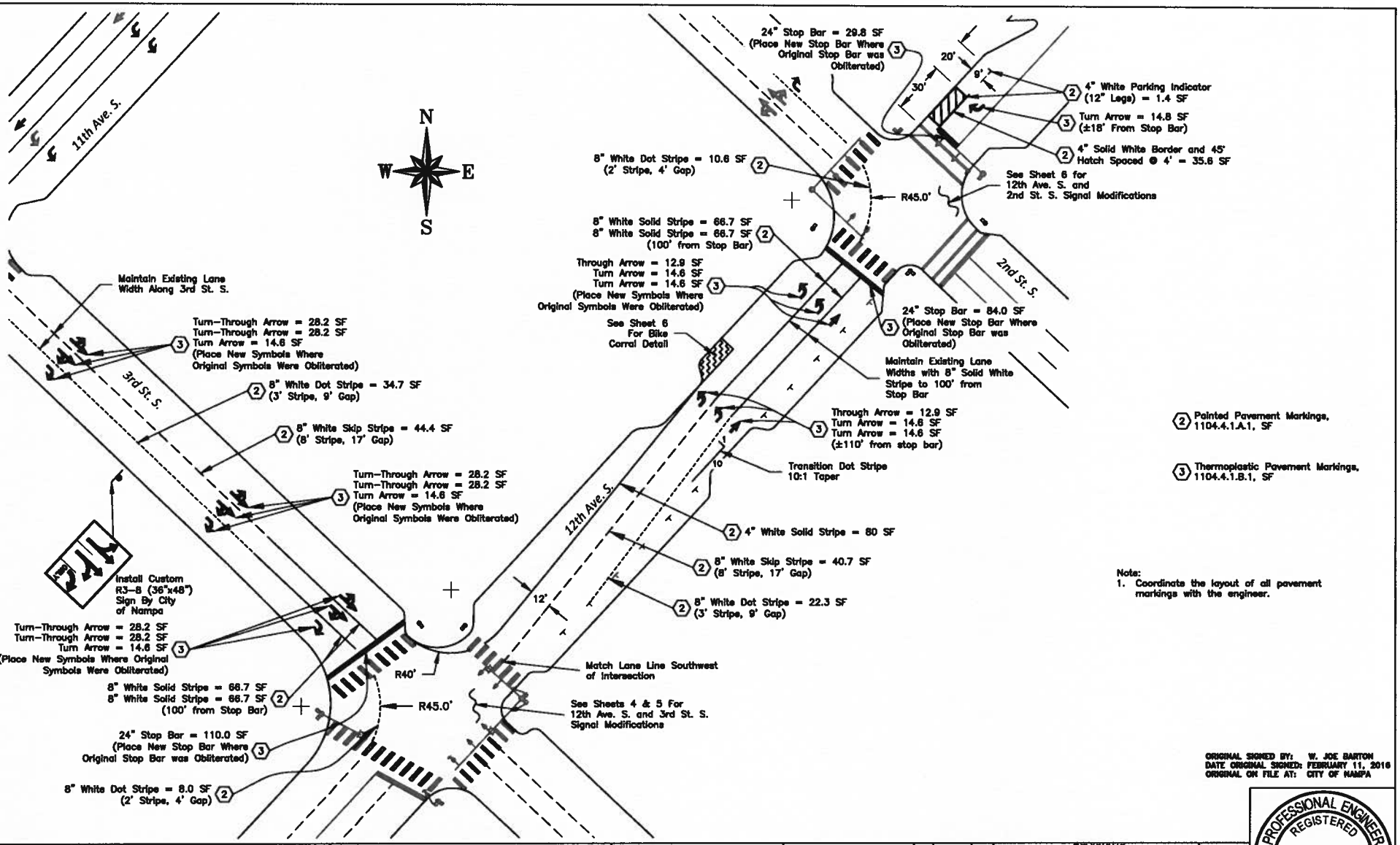

ORIGINAL SIGNED BY: W. JOE BARTON
DATE ORIGINAL SIGNED: FEBRUARY 11, 2016
ORIGINAL ON FILE AT: CITY OF NAMPA

PROFESSIONAL ENGINEER REGISTERED 8818 STATE OF IDAHO W. JOE BARTON

FILE NAME:	PLANS.dwg
PROJECT #:	008-15-003
DRAWING DATE:	2/11/2016
DRAWING SCALE:	1:1
DESIGNED:	H. NELSON
CHECKED:	W.J. BARTON
DETAILED:	H. NELSON
CHECKED:	W.J. BARTON

HORIZONTAL SCALE: N.T.S.

VERTICAL SCALE: N.T.S.

NAMPA LIBRARY SQUARE IMPROVEMENTS

SIGNING & STRIPING PLAN

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES
157 W. 4TH STREET
KUNA, ID 83634
PHONE: (208) 922-9138
FAX: (208) 922-9168

NO	DATE	BY	REVISIONS DESCRIPTION
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SHEET NO. 3 / 8

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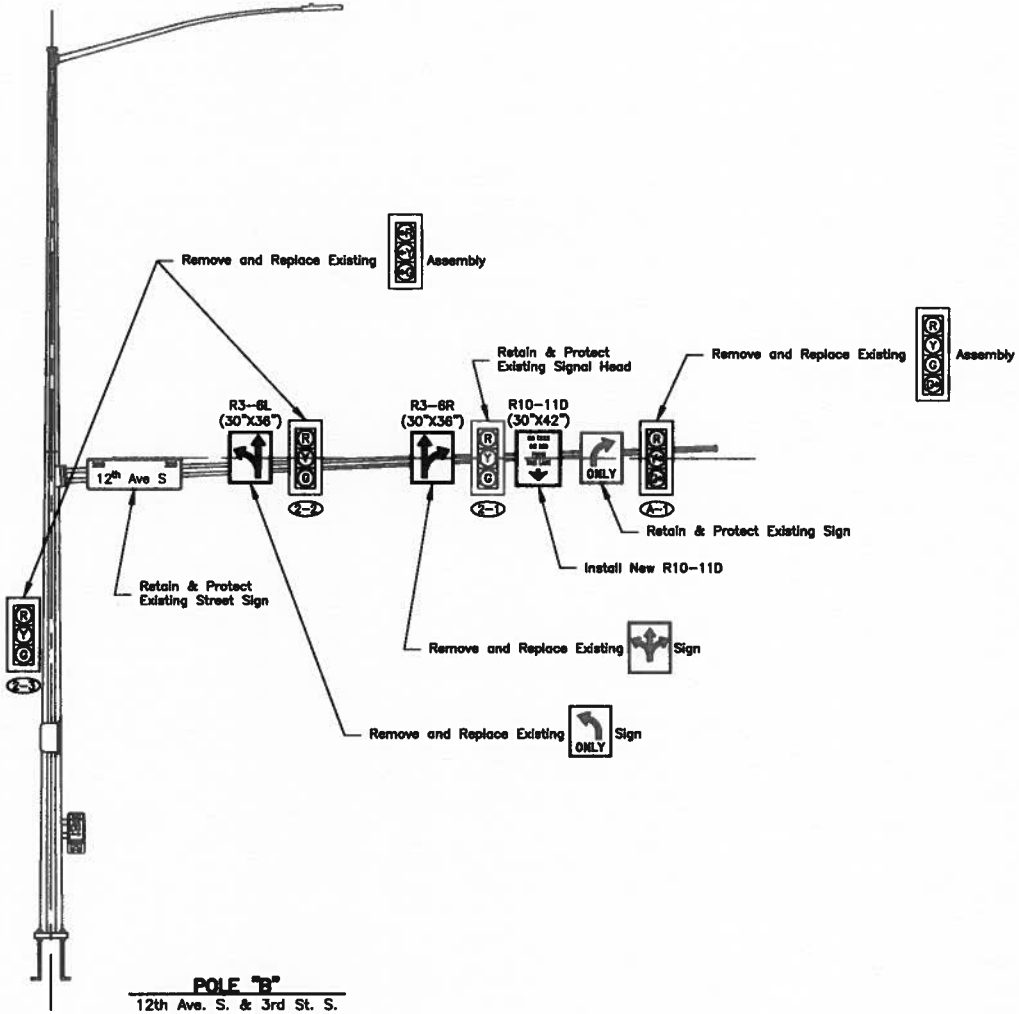
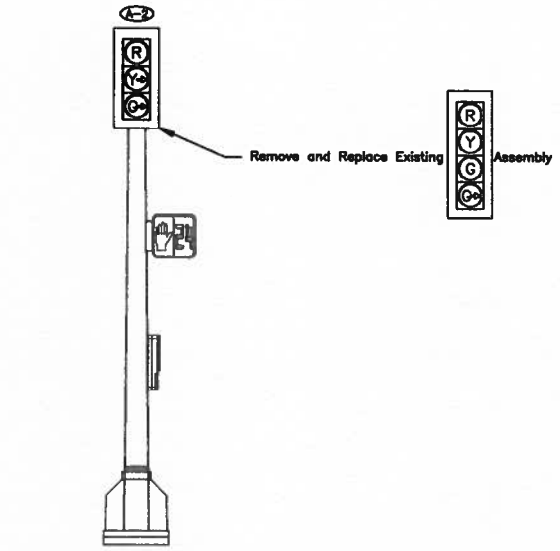


POLE "B"
12th Ave. S. & 3rd St. S.
N.T.S.
(Work By City of Nampa)



POLE "C-1"
12th Ave. S. & 3rd St. S.
N.T.S.
(Work By City of Nampa)

ORIGINAL SIGNED BY: W. JOE BARTON
DATE ORIGINAL SIGNED: FEBRUARY 11, 2016
ORIGINAL ON FILE AT: CITY OF NAMPA

PROFESSIONAL ENGINEER REGISTERED 8818 STATE OF IDAHO W. JOE BARTON

FILE NAME:	PLANS.dwg
PROJECT #:	005-14-007
DRAWING DATE:	2/11/2016
DRAWING SCALE:	1:1
DESIGNED:	H. NELSON
CHECKED:	W.J. BARTON
DETAILED:	H. NELSON
CHECKED:	W.J. BARTON

HORIZONTAL SCALE: N.T.S.

VERTICAL SCALE: N.T.S.

NAMPA LIBRARY SQUARE IMPROVEMENTS

POLE & MAST ARM DETAILS
(12TH AVE S & 3RD ST S)

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES
157 W. 4TH STREET
KUNA, ID 83634
PHONE: (208) 922-9138
FAX: (208) 922-9168

NO	DATE	BY	REVISIONS DESCRIPTION
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SHEET NO. 5/8

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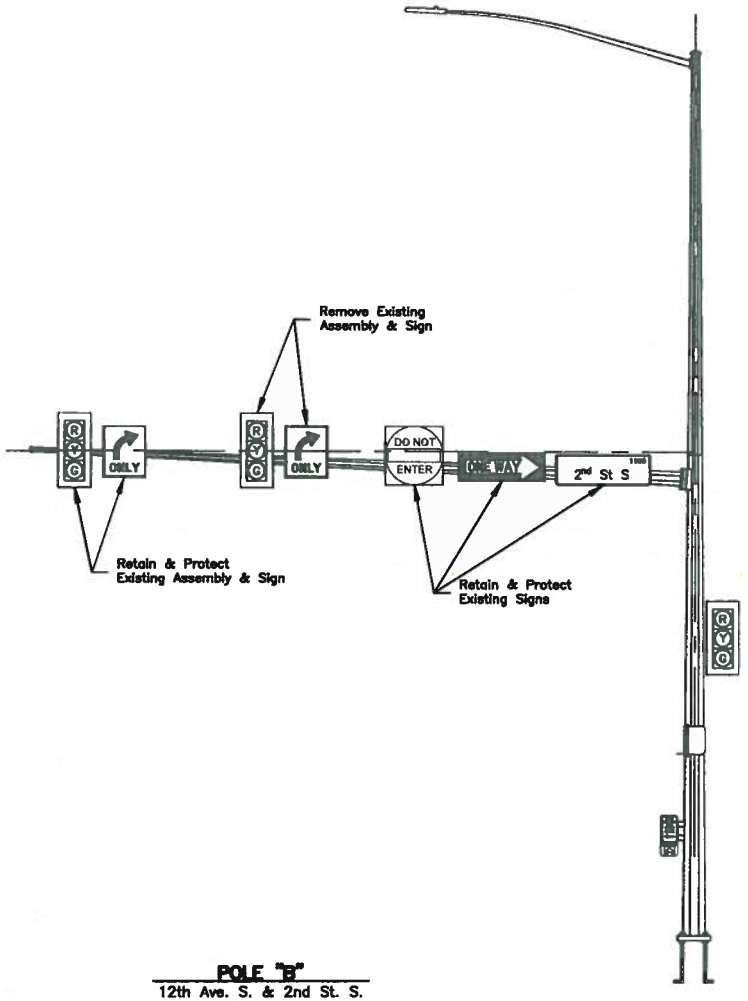
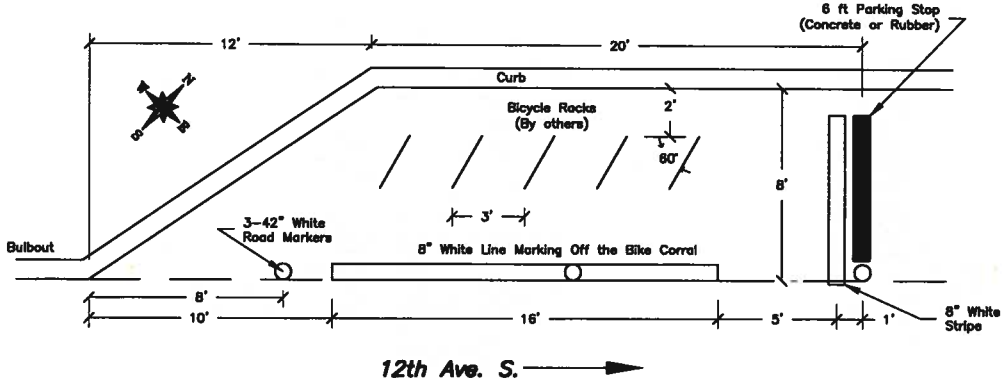


POLE "B"
12th Ave. S. & 2nd St. S.
West Corner
N.T.S.
(Work By City of Nampa)



BIKE CORRAL DETAIL
N.T.S.

ORIGINAL SIGNED BY: W. JOE BARTON
DATE ORIGINAL SIGNED: JANUARY 12, 2016
ORIGINAL ON FILE AT: CITY OF NAMPA

PROFESSIONAL ENGINEER REGISTERED 8818 STATE OF IDAHO W. JOE BARTON

FILE NAME:	PLANS.dwg
PROJECT #:	005-14-007
DRAWING DATE:	1/13/2016
DRAWING SCALE:	1:1
DESIGNED:	H. NELSON
CHECKED:	W.J. BARTON
DETAILED:	H. NELSON
CHECKED:	W.J. BARTON

HORIZONTAL SCALE: N.T.S.

VERTICAL SCALE: N.T.S.

NAMPA LIBRARY SQUARE IMPROVEMENTS

POLE & MAST ARM DETAILS
(12TH AVE S & 2ND ST S)

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES
157 W. 4TH STREET
KUNA, ID 83634
PHONE: (208) 922-9138
FAX: (208) 922-9168

NO	DATE	BY	REVISIONS DESCRIPTION
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5			
6			

SHEET NO. 6 / 8

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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.

EXHIBIT "A"

LEGAL DESCRIPTION

km ENGINEERING 9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

EXHIBIT "A"
LEGAL DESCRIPTION

October 30, 2015
Project No.: 14-125
Franklin Village Subdivision
Subdivision Boundary Legal Description

A parcel of land situated in a portion of the Northwest 1/4 of Section 11, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, and being more particularly described as follows:

BEGINNING at a found brass cap marking the northwest corner of said Section 11, thence following the northerly line of said Northwest 1/4, S89°25'33"E a distance of 2,643.68 feet to a point being the northwest corner of Sherwood Meadows No. 2 Subdivision (Book 29 of Plats at Page 6, records of Canyon County, Idaho) which bears N89°25'33"W a distance of 7.91 feet from a found brass cap marking the North 1/4 corner of said Section 11;
Thence leaving said northerly line and following the westerly line of said Sherwood Meadows No. 2 Subdivision, S00°23'26"W a distance of 1,324.14 feet to a found 5/8-inch rebar marking the southwesterly corner of said Sherwood Meadows No. 2 Subdivision;
Thence leaving said westerly line and following the southerly line of said Sherwood Meadows No. 2 Subdivision, S89°12'46"E a distance of 5.68 feet to a point marking the northwest corner of Sherwood Forest No. 1 Subdivision (Book 24 of Plats at Page 43, records of Canyon County, Idaho);
Thence leaving said southerly line of said Sherwood Meadows No. 2 Subdivision and following the westerly line of said Sherwood Forest No. 1 Subdivision and the easterly line of said Northwest 1/4 of Section 11, S00°29'15"W a distance of 1,324.05 feet to a found brass cap marking the Center of said Section 11;
Thence leaving said westerly and easterly lines and following the southerly line of said Northwest 1/4, N89°24'43"W a distance of 230.35 feet to a found 5/8-inch rebar;
Thence leaving said southerly line, N00°26'38"E a distance of 250.20 feet to a found 5/8-inch rebar;
Thence N89°24'43"W a distance of 943.43 feet to a found 5/8-inch rebar;
Thence North 00°26'38"E a distance of 185.40 feet to a point;
Thence N89°24'43"W a distance of 150.00 feet to a found 5/8-inch rebar on the easterly line of the West 1/2 of the said Northwest 1/4 of Section 11;
Thence following said easterly line, S00°26'38"W a distance of 109.47 feet to a found 5/8-inch rebar;
Thence leaving said easterly line, N89°24'43"W a distance of 320.06 feet to a found 5/8-inch rebar;
Thence S35°22'15"E a distance of 402.91 feet to a found 5/8-inch rebar on the southerly line of said Northwest 1/4 of Section 11;
Thence following said southerly line, N89°24'43"W a distance of 81.80 feet to a found 5/8-inch rebar on the centerline of the Grimes Drain;
Thence leaving said southerly line and following the centerline of the Grimes Drain the following courses:

1. N00°35'17"E a distance of 14.87 feet to a point;
2. N17°13'43"W a distance of 67.31 feet to a point;
3. N35°02'44"W a distance of 484.23 feet to a point;
4. N35°40'26"W a distance of 393.94 feet to a point;
5. N34°46'35"W a distance of 513.81 feet to a point;
6. N36°03'58"W a distance of 430.75 feet to a point;

7. N53°27'34"W a distance of 27.84 feet to a point;
8. N66°12'56"W a distance of 27.30 feet to a point;
9. N89°25'36"W a distance of 25.00 feet to a point on the westerly line of said Northwest 1/4 of Section 11;

Thence leaving said centerline and following said westerly line, N00°24'01"E a distance of 1,065.75 feet to the **POINT OF BEGINNING.**

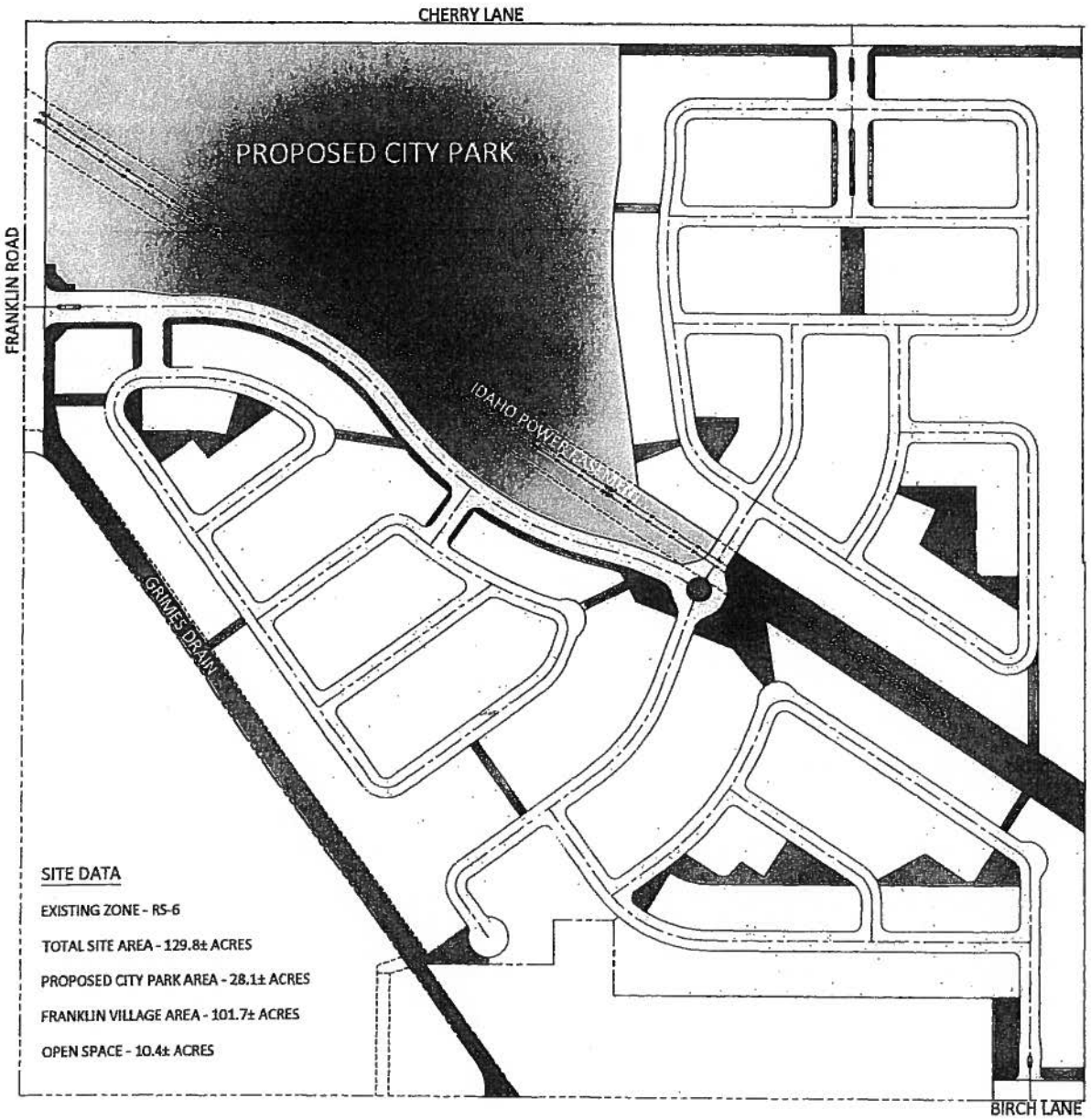
Said description contains 129.723 acres, more or less, and is subject to all easements and/or rights-of-way of record or implied.

EXHIBITS "B"

CONCEPT SITE, LANDSCAPE AND HOUSE PLANS

EXHIBIT B-1

FRANKLIN VILLAGE



FRANKLIN VILLAGE
NAMPA, IDAHO
NEIGHBORHOOD MEETING EXHIBIT

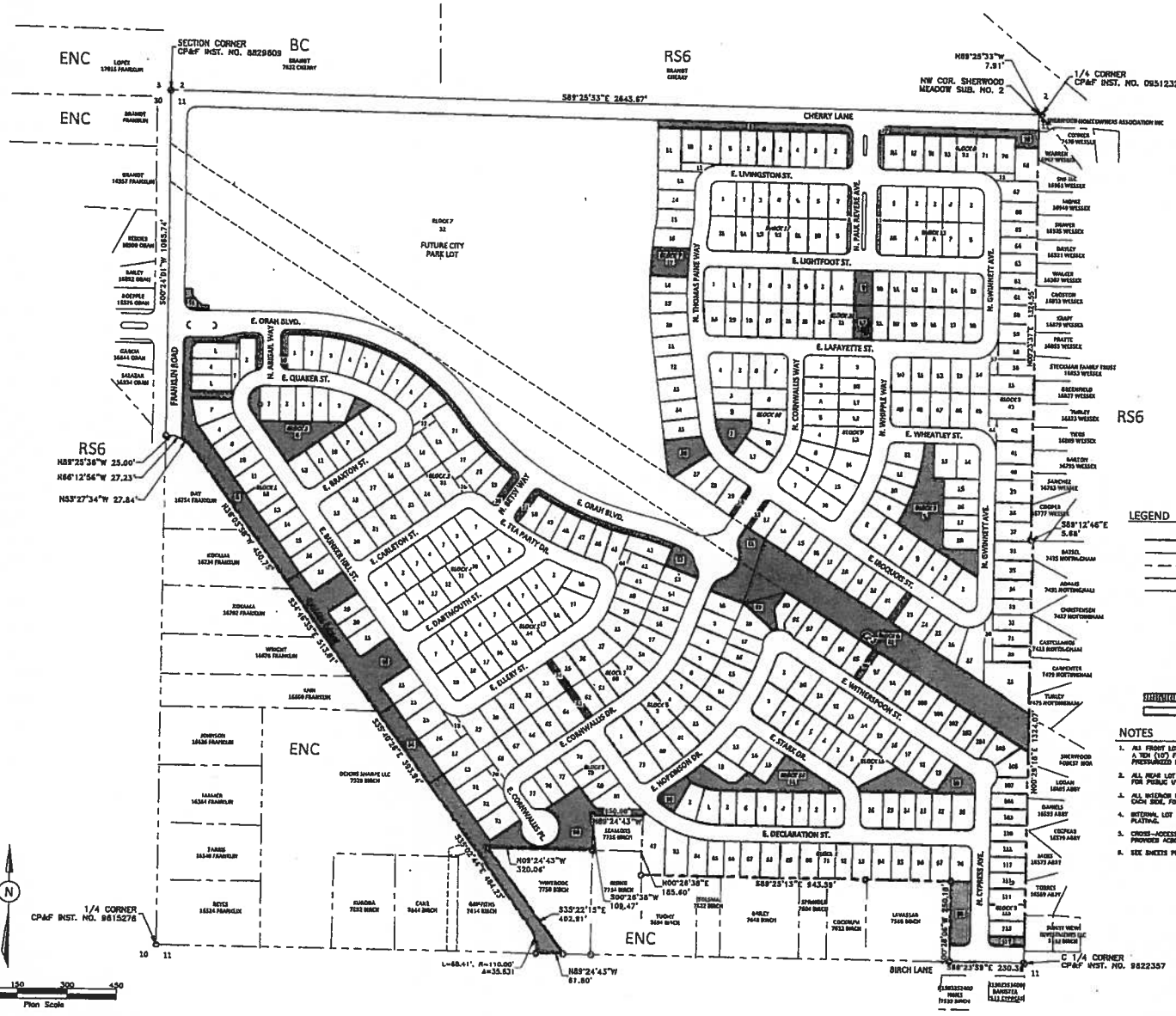
km ENGINEERING

SHEET NO.
1 OF 1

PRELIMINARY - NOT FOR CONSTRUCTION

FRANKLIN VILLAGE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF NAMPA, CANYON COUNTY, IDAHO



PUD DATA

TOTAL SITE AREA (ACRES)	117.6
RIGHT OF WAY AREA (INCLUDING FRANKLIN, CHERRY AND BIRCH FRONTAGES)	26.8
INTERNAL R/W AREA (LESS LOOSE FRANKLIN AND CHERRY R/W)	28.2
TOTAL R/W AREA (INTERNAL LOT AREAS	0.5
SUBDIVISION COMMON AREA LOTS	12.3
NET AREA OF SITE (EXCLUDING PUBLIC RIGHTS OF WAY AND PARK LOT)	76.5
PROPOSED GROSS DENSITY	5.74
PROPOSED NET DENSITY (BUILDING LOTS/NET AREA)	6.81
EXISTING ZONING	RS6-DA
PROPOSED ZONING (PUD)	RS6-DA
COMPREHENSIVE PLAN DESIGNATION	MEDIUM-DENSITY RESIDENTIAL AND PARK
PROPOSED BUILDING LOTS	428
PROPOSED NUMBER OF COMMON LOTS (INCLUDING PARK)	37
PROPOSED NUMBER OF SHARED DRIVE LOTS	11
TOTAL PROPOSED LOTS (INCLUDING NON-BUILDABLE LOTS)	464
ALLOWABLE DENSITY PER RS6 ZONE	7.19 UNITS/ACRE
MINIMUM PROPOSED (BUILDABLE) LOT SIZE	4,062
AVERAGE PROPOSED (BUILDABLE) LOT SIZE	6,418
MINIMUM ROADWAY FRONTAGE	33'
MAXIMUM HEIGHT	30'
FRONT SETBACK (TO FACE OF GARAGE)	20'
FRONT SETBACK (TO LIVING AREA)	15'
SIDE1/ SIDE SETBACK (TO FACE OF SIDE LOAD GARAGE)	20'
STREET SIDE SETBACK (TO LIVING AREA)	10'
INTERIOR SIDE SETBACK	5'
REAR SETBACK	15'
REAR SETBACK ON SUBDIVISION BOUNDARY	10'
SIDE SETBACK ON SUBDIVISION BOUNDARY	5'

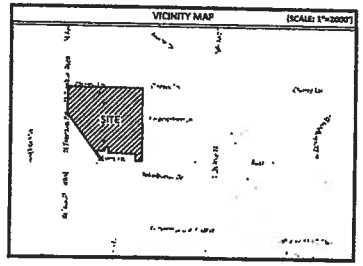
NOTE: ALL AREAS LISTED ARE IN ACRES.

SURVEY CONTROL NOTES

1. ALL SURVEY DATA IS BASED ON THE NAD83 STATE PLANE COORDINATE SYSTEM (IDAHO WEST 3103) AND VERTICAL (NAVD88) DATUM.

VICINITY MAP

(SCALE: 1"=2000')



LEGEND

- BOUNDARY LINE
- OFFSITE PROPERTY LINE
- SETBACKS
- ROAD CENTERLINE
- PROPERTY LINE
- FOUND 1/2 INCH REBAR
- FOUND 5/8 INCH REBAR
- SPIKE
- BRASS CAP
- LOT NUMBER
- RS6 ZONING
- ASPHALT
- COMMON DRIVEWAY
- COMMON AREA

INDEX OF DRAWINGS

SHEET NO.	SHEET TITLE
SHEET PP1.0	PRELIMINARY DEVELOPMENT PLAN
SHEET PP1.1	EXISTING CONDITIONS PLAN
SHEET PP2.0	PRELIMINARY PLAT – EAST AREA
SHEET PP2.1	PRELIMINARY PLAT – WEST AREA
SHEET PP3.0	PRELIMINARY ENGINEERING – EAST AREA
SHEET PP3.1	PRELIMINARY ENGINEERING – WEST AREA
SHEET PP4.0	LANDSCAPE PLAN – EAST AREA
SHEET PP4.1	LANDSCAPE PLAN – WEST AREA

NOTES

1. ALL FRONT LOT LINES CONTAIN TO STREET RIGHTS-OF-WAY SHALL CONTAIN A TEN (10') FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, PRESSURIZED IRRIGATION AND LOT DRAINAGE.
2. ALL REAR LOT LINES SHALL CONTAIN A TEN (10') FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE.
3. ALL INTERIOR LOT LINES SHALL CONTAIN A FIVE (5') FOOT WIDE EASEMENT, EACH SIDE, FOR PRESSURIZED IRRIGATION AND LOT DRAINAGE.
4. INTERNAL LOT LINES ARE CONCEPTUAL AND MAY CHANGE DURING FINAL PLATTING.
5. CROSS-ACCESS EASEMENTS AND STORM DRAINAGE EASEMENTS MAY BE PROVIDED ACROSS LOT LINES AS DETERMINED DURING FINAL DESIGN.
6. SEE SHEETS PP2.0 AND PP2.1 FOR LOT DIMENSIONS AND AREAS.

CONTACT INFORMATION

DEVELOPER
FRANKLIN VILLAGE DEVELOPMENT, LLC
701 S. ALLEN
MERIDIAN, IDAHO 83642
PHONE: (208)895-2401
CONTACT: MICH ASHWIN
EMAIL: mashwin@buttebuilders.com

CURRENT OWNER
DONALD E. BRANDT ET AL
203 11TH AVE. SOUTH
NAMPA, IDAHO

ENGINEERING CONSULTANT
KM ENGINEERING, LLP
5725 WEST STATE STREET
BOISE, IDAHO 83714
PHONE: (208) 639-6939
FAX: (208) 639-6930
CONTACT: KEVIN MCCARTHY, P.E.
CONTACT: TIM WONDRA, R.L.A.
EMAIL: kevin@kmengllp.com
EMAIL: tim@kmengllp.com

PLANNING CONSULTANT
TALBOTON GROUP
2724 SOUTH PALMATIER WAY
BOISE, IDAHO 83712
PHONE: (208)401-5565
CONTACT: BOB TALBOTON
EMAIL: bobtalboton@talbotongroup.com

FRANKLIN VILLAGE SUBDIVISION
PRELIMINARY DEVELOPMENT PLAN
NAMPA, IDAHO

REVISIONS

NO	ITEM	DATE
1	REVISED STREET SIDE SETBACK (TO LIVING AREA)	3/9/16

km ENGINEERING LLP
5725 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

PRELIMINARY PLAT SUBJECT TO CHANGES REQUIRED BY THE CITY OF NAMPA — 10821 — 2/9/16 — REGISTERED PROFESSIONAL ENGINEER — KEVIN P. MCCARTHY

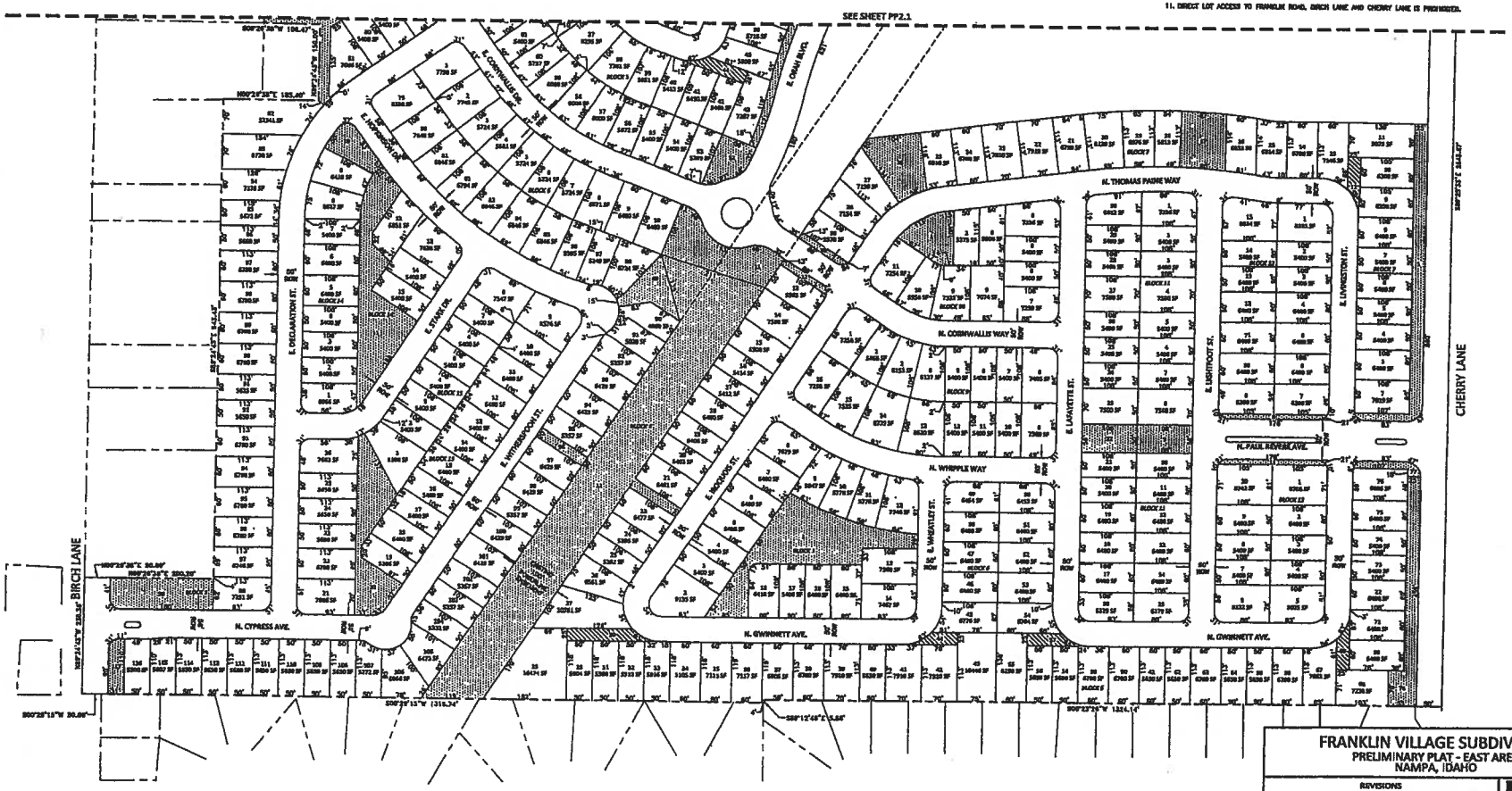
DATE: OCTOBER 2015
PROJECT: 14-158
SHEET NO. PP1.0

PRELIMINARY - NOT FOR CONSTRUCTION

EXHIBIT B-2

GENERAL NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN CONFORMANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT (PUD).
2. DEVELOPMENT IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF NAMPA IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT AS MODIFIED BY THE APPROVED PUD. SETBACKS SHALL BE MEASURED FROM THE PROPERTY LINE OR THE ADJACENT SIDEWALK, WHICHEVER IS MORE RESTRICTIVE.
3. THE BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUNDWATER ELEVATION.
4. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE MOST RECENTLY APPROVED SUBDIVISION STANDARDS OF THE CITY OF NAMPA.
5. ALL LOT LINES COMMON TO PUBLIC STREETS ARE HEREBY DESIGNATED TO HAVE A TEN (10) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES, NAMPA STREET LIGHTS, IRRIGATION AND LOT DRAINAGE, UNLESS OTHERWISE DIMENSIONED. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF PROPER HARD-SURFACED DRIVEWAYS FOR ACCESS TO EACH INDIVIDUAL LOT.
6. UNLESS OTHERWISE SHOWN, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A FIVE (5) FOOT PERMANENT EASEMENT ON EACH SIDE OF THE INTERIOR SIDE LOT LINES, AND A TEN (10) FOOT PERMANENT EASEMENT CONTIGUOUS TO ALL REAR LOT LINES FOR IRRIGATION AND LOT DRAINAGE.
7. IRRIGATION WATER WILL BE PROVIDED VIA CONNECTION TO THE CITY OF NAMPA PRESSURIZED IRRIGATION SYSTEM.
8. MAINTENANCE OF ANY IRRIGATION AND DRAINAGE PIPES OR DITCHES CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
9. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE PRIVATE OF PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
10. RESTRICTIVE COVENANTS AND CONDITIONS RECORDED IN CONJUNCTION WITH THE FINAL PLAT WILL BE IN EFFECT FOR THIS SUBDIVISION.
11. DIRECT LOT ACCESS TO FRANKLIN ROAD, BIRCH LANE AND CHERRY LANE IS PROHIBITED.



FRANKLIN VILLAGE SUBDIVISION
PRELIMINARY PLAT - EAST AREA
NAMPA, IDAHO

REVISIONS

NO.	ITEM	DATE

km ENGINEERING
5233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6939

PROFESSIONAL ENGINEER 10821 STATE OF IDAHO KEVIN P. MCCARTHY

DATE: OCTOBER 2023
PROJECT: 24-025
SHEET NO. PP2.0

PRELIMINARY - NOT FOR CONSTRUCTION

EXHIBIT B-3

EXHIBIT B-4

PRELIMINARY - NOT FOR CONSTRUCTION

STREET LIGHT KEY

- 25' ANCHOR BASE POLE WITH 100-WATT, HIGH-PRESSURE SODIUM SHOEBOX FIXTURE.
- 25' ANCHOR BASE POLE WITH 250-WATT, HIGH-PRESSURE SODIUM SHOEBOX FIXTURE.

FENCE KEY

- 6-FOOT, TAN, VINYL PRIVACY FENCE WITH LATTICE TOP. FENCE ALONG COLLECTOR ROAD AND ADJACENT TO COMMON LOTS TO BE INSTALLED BY DEVELOPER. ALL FENCING AROUND BUILDING LOTS TO BE INSTALLED BY BUILDER/HOME-OWNER IN CONJUNCTION WITH INDIVIDUAL LOT DEVELOPMENT. SEE REPRESENTATIVE PHOTO, SHEET PP4.1.
- 4-FOOT, WROUGHT-IRON, OPEN-VISION FENCING TO BE INSTALLED ALONG REAR LOTS ABUTTING CANAL, FOR LOTS ABUTTING THE FUTURE PARK LOT AND FOR LOTS ABUTTING THE IDAHO POWER EASEMENT. FENCING AROUND BUILDING LOTS TO BE THE RESPONSIBILITY OF THE HOMEOWNER AND/OR BUILDER AND WILL BE INSTALLED IN CONJUNCTION WITH INDIVIDUAL LOT DEVELOPMENT. SEE REPRESENTATIVE PHOTO, SHEET PP4.1.

KEY NOTES (#)

1. INSTALL 4-FOOT TREE RING, WITH SHREDDED DARK MULCH AT EACH TREE LOCATED IN TURF AREA.
2. ALL PLANTER BEDS SHALL RECEIVE A SURFACE COURSE OF MEDIUM GRIND, ORGANIC BARK MULCH (MIN. 3" THICKNESS).
3. 40' CLEAR VISION TRIANGLE.
4. DEVELOPER INSTALLED FENCE (SEE FENCE KEY FOR TYPE).
5. RETAIN AND PROTECT EXISTING FENCE ON PROPERTY LINE, COMMON TO ADJACENT PROPERTIES.

PLANT SCHEDULE

SYMBOL	QUANT.	COMMON NAME	BOTANICAL NAME	SIZE/COND	SIZE @ MATURITY (HT X W)	NOTES
	11	October Glory Maple	Acer rubrum 'October Glory'	2" B&B	35' x 40'	Class II
	6	Norwegian Sunset Maple	Acer truncatum x Acer platanoides 'Keithsform'	2" B&B	30' x 25'	Class II
	21	Patmore Ash	Fraxinus pennsylvanica 'Patmore'	2" B&B	50' x 40'	Class II
	20	[illegible]	[illegible]	2" B&B	40' x 30'	Class II
	61	Black Hills Spruce	Picea glauca 'Densata'	6'-7' B&B	25' x 15'	Conifer
	19	Krauter Vesuvius Purple Leaf Plum	Prunus cerasifera 'Krauter Vesuvius'	2" B&B	20' x 15'	Class III
	17	Spring Snow Crabapple	Malus x Spring Snow	2" B&B	25' x 15'	Class III
	15	Washington Hawthorn	Crataegus phaenopyrum	2" B&B	25' x 20'	Class III
	433	2" Cal. Class II Street tree to be installed by builder				
		Assorted evergreen and deciduous shrubs and groundcovers; and assorted seasonal perennials				
		Common Area				

LANDSCAPE NOTES

1. VERIFICATION OF TOTAL LANDSCAPE MATERIAL QUANTITIES AS SHOWN ON THE LANDSCAPE PLANS AND IN THE PLANT SCHEDULE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO FINAL BIDDING OR INSTALLATION.
2. CONTRACTOR SHALL REPORT TO THE LANDSCAPE ARCHITECT ANY DISCREPANCIES OR CONDITIONS WHICH WILL PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK.
3. CONTRACTOR SHALL LOCATE AND IDENTIFY EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN CONTRACT WORK AREAS PRIOR TO CONSTRUCTION. CONTACT DIG LINE, INC. @ 1.800.342.1585. PROVIDE ADEQUATE MEANS OF PROTECTION OF UTILITIES AND SERVICES DESIGNATED TO REMAIN. REPAIR UTILITIES DAMAGED DURING SITE WORK OPERATIONS AT CONTRACTOR'S EXPENSE.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN HEALTHY GROWING CONDITION AND/OR NOT AT THE SIZE SPECIFIED.
5. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN HEALTHY CONDITION IMMEDIATELY WITH COMPARABLE SIZE AND SPECIES AT NO COST TO THE OWNER.
6. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF-SITE.
7. REPAIR AND/OR REPLACE ANY EXISTING LANDSCAPE AREAS WITHIN THE WORK LIMITS OF THE PROJECT THAT HAVE BEEN DAMAGED OR REMOVED IN THE COURSE OF THE COMPLETION OF THE PROJECT, INCLUDING WORK DONE BY OTHERS THAT IS SHOWN IN THE CONTRACTED PLAN SET. MATCH ALL MATERIALS REPAIRED OR REPLACED TO ENSURE CONSISTENCY.
8. ALL NON-TURF AREAS SHALL RECEIVE 3" OF MEDIUM GRIND, SHREDDED, DECORATIVE BARK MULCH.
9. ANY TREES PLANTED WITHIN A RIGHT OF WAY SHALL BE CLASS II.
10. TREES SHALL NOT BE PLANTED WITHIN 10' OF STORM DRAIN PIPE, STRUCTURES OR FACILITIES.
11. PLANTING OF STREET TREES ALONG PRIVATE LOT STREET FRONTAGE WILL BE THE RESPONSIBILITY OF THE PRIVATE LOT HOME BUILDER AT THE TIME OF THE INDIVIDUAL LOT DEVELOPMENT.
12. TREES SHALL NOT BE PLANTED WITHIN A MINIMUM OF 5' OF ANY CITY WATER SERVICE.
13. TREES SHALL NOT BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN A CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
14. IRRIGATION OF THE PROPOSED SITE LANDSCAPING SHALL BE ACCOMPLISHED VIA CITY OF NAMPA PRESSURIZED IRRIGATION.

NOTE: THESE PLANS ARE INTENDED TO SHOW THE PROPOSED LANDSCAPE PLANT MATERIALS ONLY. ALL PROPOSED GRADING, UNDERGROUND UTILITIES, STORM WATER FACILITIES, HARDSCAPE IMPROVEMENTS, AND OTHER MISCELLANEOUS SITE IMPROVEMENTS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED CIVIL PLANS (BY OTHERS). IN THE EVENT OF A CONFLICT BETWEEN THE CIVIL PLANS AND THE LANDSCAPE PLAN, CONTRACTOR SHALL NOTIFY THE ENGINEER AND LANDSCAPE ARCHITECT IMMEDIATELY.

FRANKLIN VILLAGE SUBDIVISION
PRELIMINARY LANDSCAPE - EAST AREA
NAMPA, IDAHO

REVISIONS

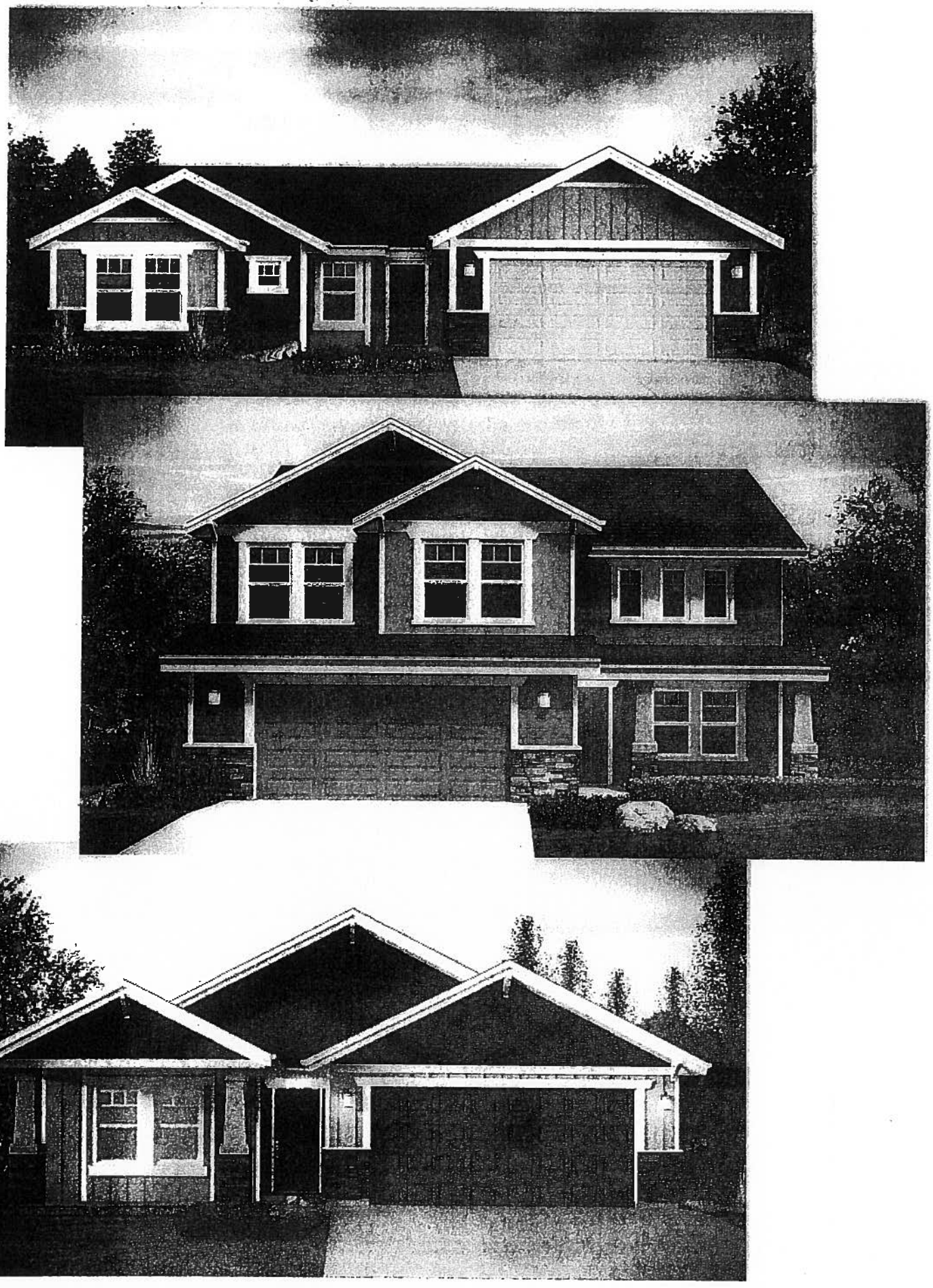
NO.	ITEM	DATE

km ENGINEERING

LICENSED LANDSCAPE ARCHITECT — LA-214 — 10/30/15

DATE: OCTOBER 2015
SHEET NO. PP4.0

EXHIBIT B-5



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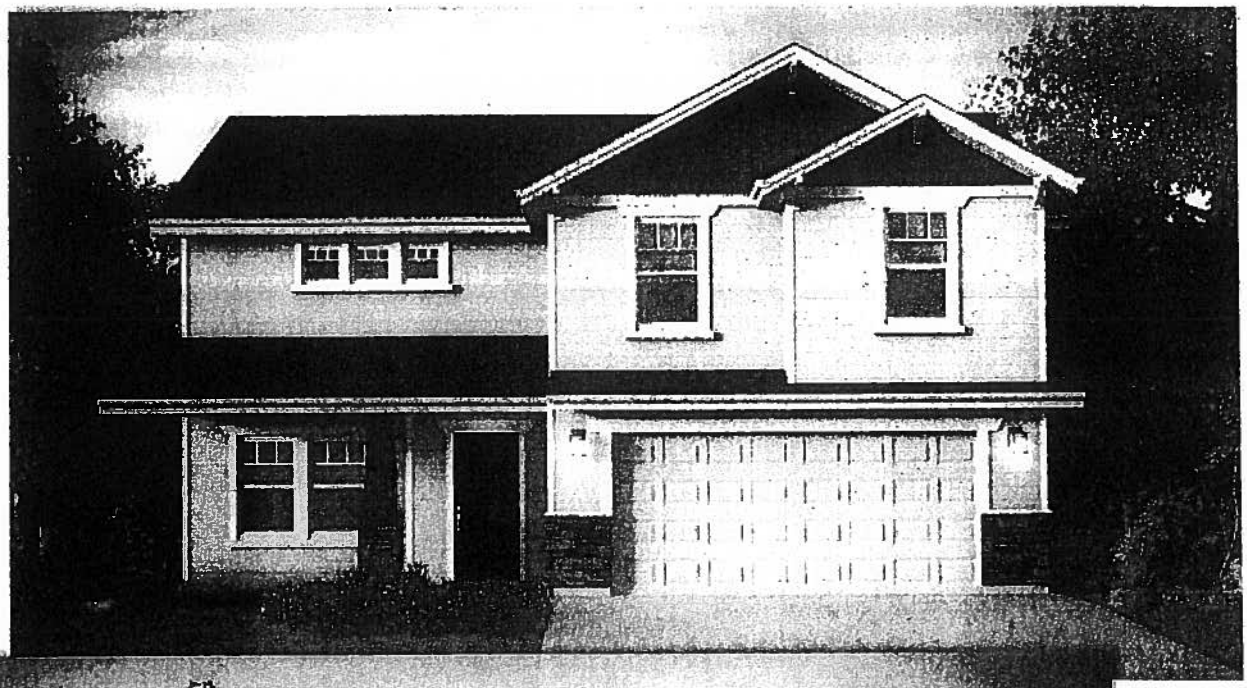

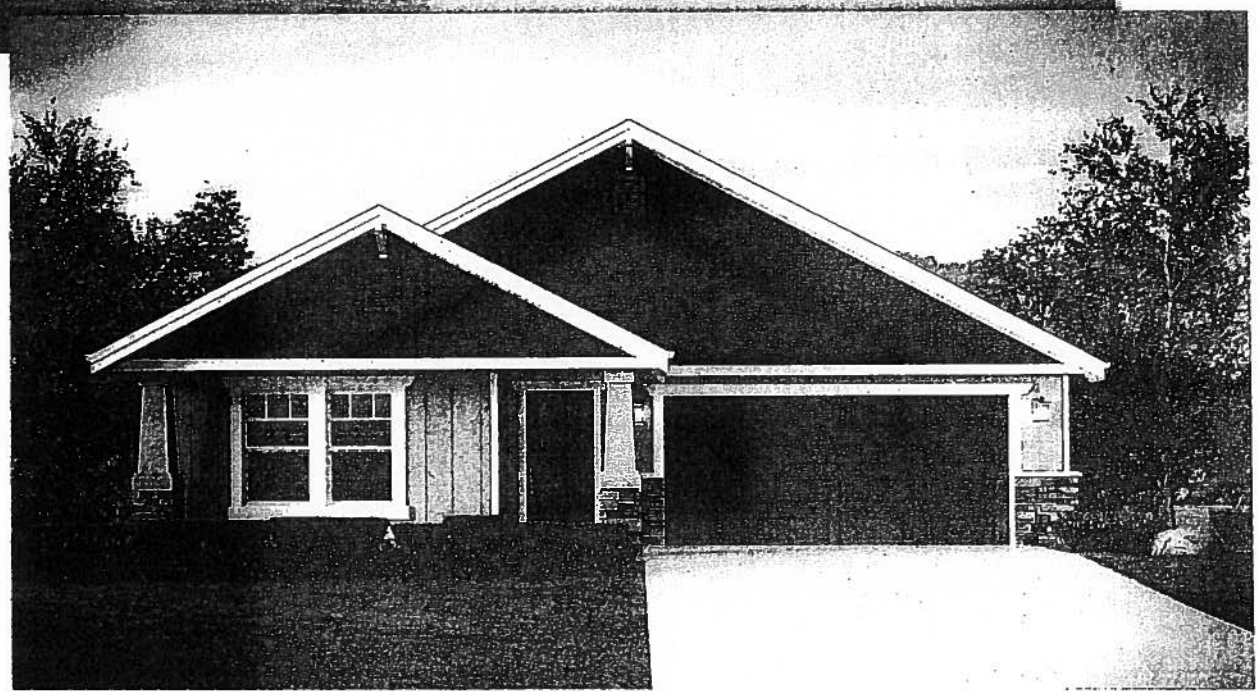

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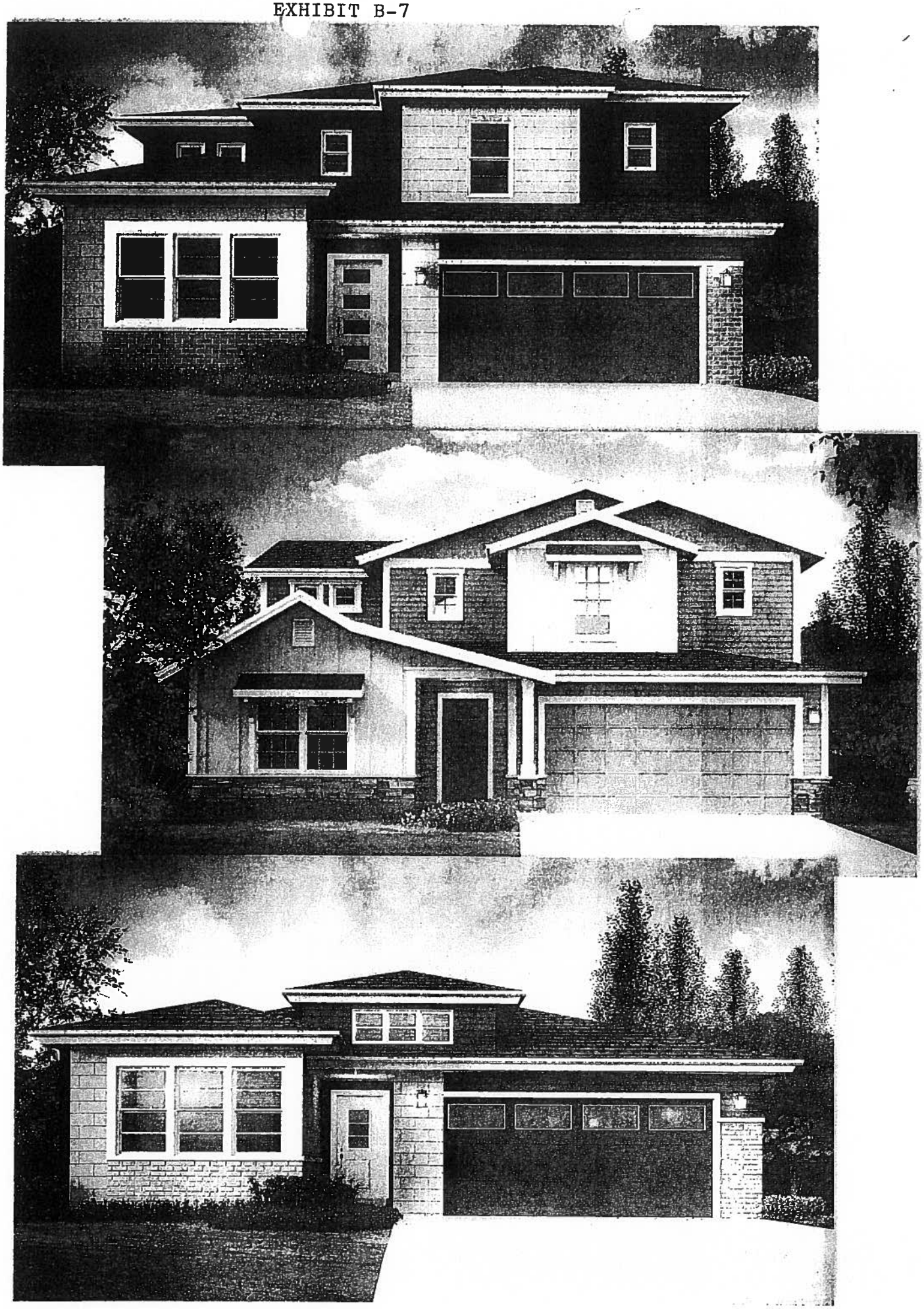
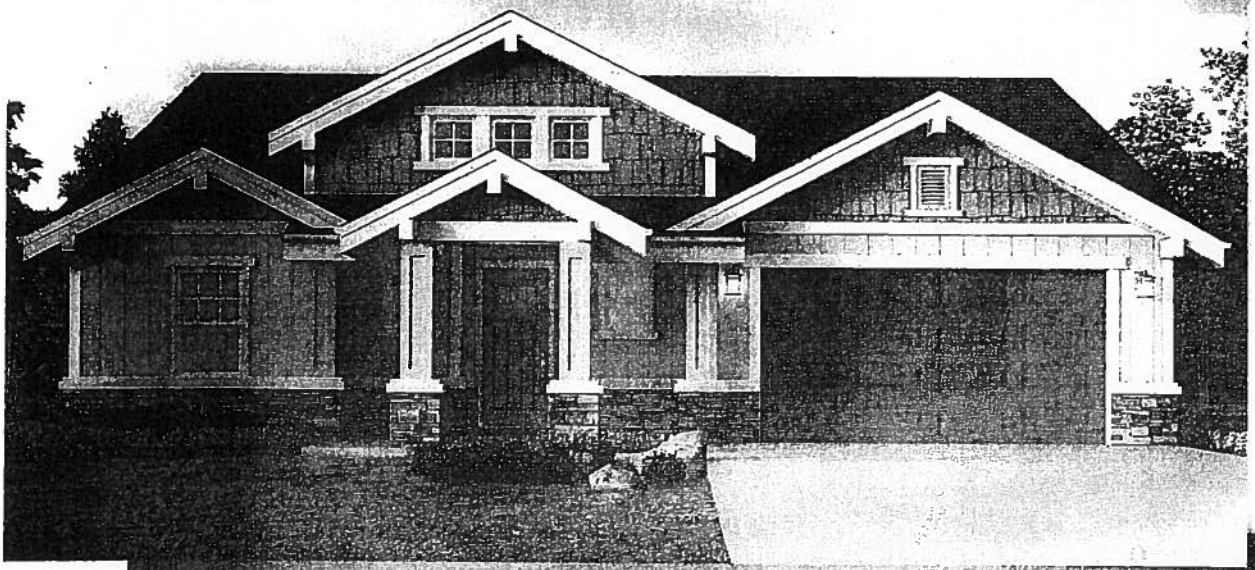


EXHIBIT B-8



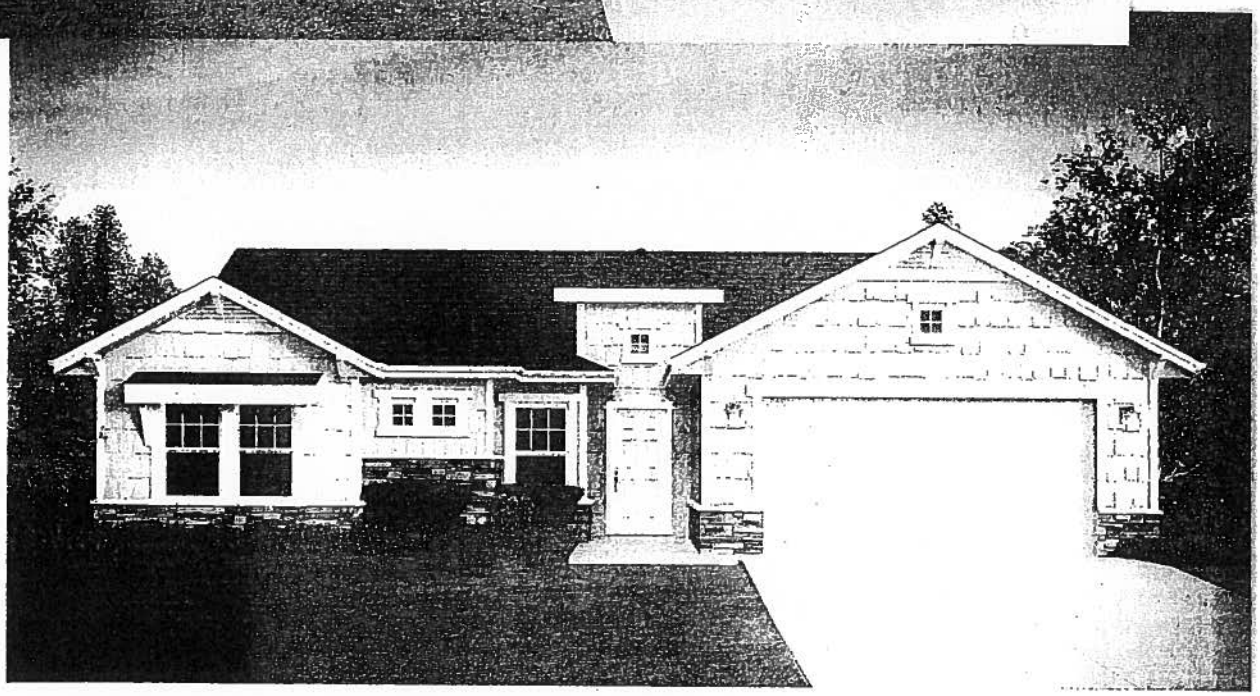


EXHIBIT B-9

EXHIBIT "C"

CONDITIONS OF APPROVAL

1. 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.

2. **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**.

3. 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**.

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 have the full park developed with a parking lot and grass within ten (10) years of the first phase of the development being recorded.

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 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.

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: Don Brandt

Its: Member

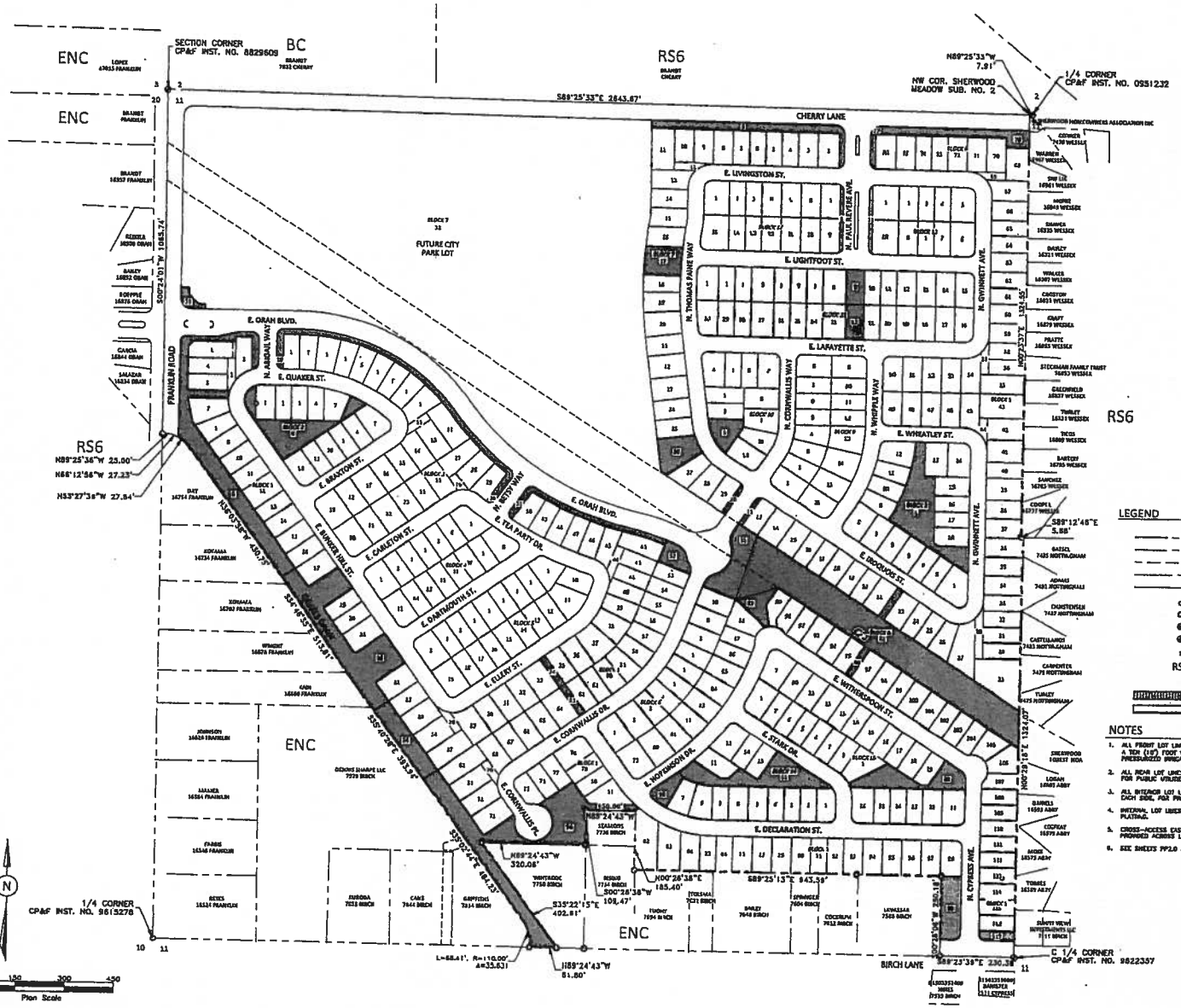
Date: 2-23-16

EXHIBIT A

SITE PLAN MAP

FRANKLIN VILLAGE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF NAMPA, CANYON COUNTY, IDAHO



PUD DATA

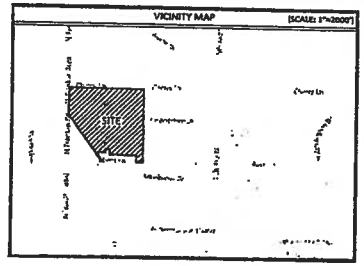
TOTAL SITE AREA (ACRES)	139.8
RIGHT OF WAY AREA (INCLUDING FRANKLIN, CHERRY AND BIRCH FRONTAGES)	25.6
TOTAL PARK LOT AREA (INCLUDING FRANKLIN AND CHERRY ROW)	28.2
TOTAL OF SHARED DRIVEWAY LOT AREAS	0.5
SUBDIVISION COMMON AREA LOTS	12.3
NET AREA OF LOTS (THIS NUMBER PUNCHED SHORTER OF WAS 446 PARK LOT)	74.8
PROPOSED GROSS DENSITY	3.74
PROPOSED NET DENSITY (FINAL 1015/NET AREA)	5.81
EXISTING ZONING	RS6-RA
PROPOSED ZONING (PUD*)	RS6-RA*
COMPREHENSIVE PLAN DESIGNATION	MEDIUM-DENSITY RESIDENTIAL AND PARK
PROPOSED BUILDING LOTS	110
PROPOSED NUMBER OF COMMON LOTS (INCLUDING PARK)	22
PROPOSED NUMBER OF SHARED DRIVE LOTS	11
TOTAL PROPOSED LOTS (INCLUDING NON-BUILDABLE LOTS)	661
ALLOWABLE DENSITY PER RS6 ZONE	7.31 UNITS/ACRE
MINIMUM PROPOSED (BUILDABLE) LOT SIZE	4,868
AVERAGE PROPOSED (BUILDABLE) LOT SIZE	6,633
MINIMUM ROADWAY FRONTAGE	33'
MAXIMUM HEIGHT	35'
GARAGE SETBACK (TO FACE OF GARAGE)	20'
FRONT SETBACK (TO LIVING AREA)	15'
SMALL SIDE SETBACK (TO FACE OF GARAGE)	10'
STREET SIDE SETBACK (TO LIVING AREA)	10'
INTERIOR SIDE SETBACK	5'
REAR SETBACK	10'
REAR SETBACK ON SUBDIVISION BOUNDARY	10'
SIDE SETBACK ON SUBDIVISION BOUNDARY	5'

NOTE: ALL AREAS LISTED ARE IN ACRES.

SURVEY CONTROL NOTES

1. ALL SURVEY DATA IS BASED ON THE NAD83 STATE PLANE COORDINATE SYSTEM (IDAHO WEST 1103) AND VERTICAL (NAVD88) DATUM.

VICINITY MAP [SCALE: 1"=2000']



LEGEND

- BOUNDARY LINE
- OFFSITE PROPERTY LINE
- SETBACKS
- ROAD CENTERLINE
- PROPERTY LINE
- FOUND 1/2 INCH REBAR
- FOUND 5/8 INCH REBAR
- SPIKE
- BRASS CAP
- LOT NUMBER
- RS6 ZONING
- ASPHALT
- COMMON DRIVEWAY
- COMMON AREA

INDEX OF DRAWINGS

SHEET NO.	SHEET TITLE
SHEET PP1.0	PRELIMINARY DEVELOPMENT PLAN
SHEET PP1.1	EXISTING CONDITIONS PLAN
SHEET PP2.0	PRELIMINARY PLAT – EAST AREA
SHEET PP2.1	PRELIMINARY PLAT – WEST AREA
SHEET PP3.0	PRELIMINARY ENGINEERING – EAST AREA
SHEET PP3.1	PRELIMINARY ENGINEERING – WEST AREA
SHEET PP4.0	LANDSCAPE PLAN – EAST AREA
SHEET PP4.1	LANDSCAPE PLAN – WEST AREA

NOTES

1. ALL FRONT LOT LINES COMMON TO STREET RIGHTS-OF-WAY SHALL CONTAIN A TEN (10') FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, PRESSURIZED IRRIGATION AND LOT DRAINAGE.
2. ALL REAR LOT LINES SHALL CONTAIN A TEN (10') FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, PRESSURIZED IRRIGATION AND LOT DRAINAGE.
3. ALL INTERIOR LOT LINES SHALL CONTAIN A FIVE (5') FOOT WIDE EASEMENT, EACH SIDE, FOR PRESSURIZED IRRIGATION AND LOT DRAINAGE.
4. INTERNAL LOT LINES ARE CONCEPTUAL AND MAY CHANGE DURING FINAL PLATTING.
5. CROSS-ACCESS EASEMENTS AND STORM DRAINAGE EASEMENTS MAY BE PROVIDED ACROSS LOT LINES AS DETERMINED DURING FINAL DESIGN.
6. SEE SHEETS PP2.0 AND PP2.1 FOR LOT DIMENSIONS AND AREAS.

CONTACT INFORMATION

DEVELOPER
FRANKLIN VILLAGE DEVELOPMENT, LLC
701 S. ALLEN
MERIDIAN, IDAHO 83642
PHONE: (208)908-2161
CONTACT: BRENT ABBOTT
EMAIL: brent@thebabbotts.com

CURRENT OWNER
DONALD K. BRANDT ET AL
203 11TH AVE. SOUTH
NAMPA, IDAHO

ENGINEERING CONSULTANT
KM ENGINEERING, LLP
1325 WEST STATE STREET
BOISE, IDAHO 83715
PHONE: (208) 639-6939
FAX: (208) 639-6930
CONTACT: KEVIN MCDIVITT, P.E.
EMAIL: kmcdivitt@kmeng.llp.com
EMAIL: kevin.mcdivitt@kmeng.llp.com

PLANNING CONSULTANT
TAUNTON GROUP
2721 SOUTH PALAMEER WAY
BOISE, IDAHO 83716
PHONE: (208)401-5505
CONTACT: BOB TAUNTON
EMAIL: bobtaunton@tauntongroup.com

FRANKLIN VILLAGE SUBDIVISION
PRELIMINARY DEVELOPMENT PLAN
NAMPA, IDAHO

REVISIONS

NO.	ITEM	DATE
1	REVISED STREET SIDE SETBACK (TO LIVING AREA)	3/9/18

km ENGINEERING

PROFESSIONAL ENGINEER — REGISTERED — No. 10821 — 3/9/18 — STATE OF IDAHO — KEVIN P. MCCARTHY

DATE: OCTOBER 2017
PROJECT: 16-726
SHEET NO. PP1.0

PRELIMINARY - NOT FOR CONSTRUCTION

IN WITNESS WHEREOF, the parties have caused this Amendment to Development Agreement to be executed as of the Effective Date specified above.

DEVELOPER(S):

Don Brandt

Franklin Village Development, LLC

OWNER(S):

Donald K. Brandt

Donald K. Brandt

CITY:
(City of Nampa, a municipal corporation)

_____

Robert L. Henry, Mayor

Attest:

By_____
City Clerk

STATE OF IDAHO)
) ss.
County of Canyon)

On this 23rd day of February, in the year of 2016, before me Lori S. West, personally appeared Donald K. Brandt, whose name is subscribed to be the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of Franklin Village Development LLC.

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 State of Idaho
Residing at Nampa, ID
Commission Expires: 4-10-24

LORI S WEST NOTARY PUBLIC STATE OF IDAHO

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year of 2016, before me, _____, personally appeared Robert L. Henry known or identified to me, to be the Mayor of Nampa, the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that be executed the same for and on behalf of the City of Nampa.

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

_____
Notary Public for State of Idaho
Residing at _____
Commission Expires: _____

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

Approved:

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

City of Nampa
Fee Change Request Form

Department: Public Works - Wastewater Hookup Fees

Effective Date: 10/01/2016

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change*	Est Annual Dollar Incr
	No	Hookup Fee - Collection Fee - SE1: Waste Strength BOD mg/l (0000-0200)	$1,236.00	$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE1: Waste Strength BOD mg/l (0000-0200)	$852.00	$469.00	-45%	
	No	Hookup Fee - Collection Fee - SE2: Waste Strength BOD mg/l (0200-0400)	$1,236.00	$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE2: Waste Strength BOD mg/l (0200-0400)	$1,652.00	$1,079.00	-35%	
	No	Hookup Fee - Collection Fee - SE3: Waste Strength BOD mg/l (0400-0600)	$1,236.00	$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE3: Waste Strength BOD mg/l (0400-0600)	$2,118.00	$1,517.00	-28%	
	No	Hookup Fee - Collection Fee - SE4: Waste Strength BOD mg/l (0600-0800)	$1,236.00	$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE4: Waste Strength BOD mg/l (0600-0800)	$2,585.00	$1,954.00	-24%	
	No	Hookup Fee - Collection Fee - SE5: Waste Strength BOD mg/l (0800-1000)	$1,236.00	$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE5: Waste Strength BOD mg/l (0800-1000)	$3,848.00	$2,779.00	-28%	
	No	Hookup Fee - Collection Fee - SE6: Waste Strength BOD mg/l (1000-1500)	$1,236.00	$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE6: Waste Strength BOD mg/l (1000-1500)	$4,664.00	$3,545.00	-24%	
	No	Hookup Fee - Collection Fee - SE7: Waste Strength BOD mg/l (1500-2000)	$1,236.00	$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE7: Waste Strength BOD mg/l (1500-2000)	$5,829.00	$4,639.00	-20%	
	No	Hookup Fee - Industrial - Flow (per mgd)	$4,856,270.00	$5,442,948.00	12%	
	No	Hookup Fee - Industrial - BOD (per lb /day)	$383.00	$416.00	9%	
	No	Hookup Fee - Industrial - TSS (per lb / day)	$567.00	$476.00	-16%	
	No	Hookup Fee - Industrial - TKN (per lb / day)	$2,943.00	$3,475.00	18%	
	No	Hookup Fee - Industrial - TP (per lb / day)	$19,250.00	$155.00	-99%	

Comments on Competitiveness of New Rate

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

Approved:

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

City of Nampa
Fee Change Request Form

Department Public Works - Water - Domestic Hookup Fees

Effective Date 10/01/2016

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change*	Est Annual Dollar Incr
	No	Hookup Fee - Domestic Water Base (per EDU)	$752.00	$1,222.00	63%	
	Yes	Hookup Fee - Domestic Water Fire Flow (per EFU)	$0.00	$330.00	NA	

Comments on Competitiveness of New Rate

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

Section 1. The City of Nampa, Canyon County, Idaho, does hereby implement the domestic water hookup fee changes as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective October 1, 2017.

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

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

Approved:

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

City of Nampa
Fee Change Request Form

Department Public Works - Water - Domestic Hookup Fees

Effective Date 10/01/2017

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change*	Est Annual Dollar Incr
	No	Hookup Fee - Domestic Water Base (per EDU)	$1,222.00	$2,170.00	77.6%	
	No	Hookup Fee - Domestic Water Fire Flow (per EFU)	$330.00	$330.00	0.0%	

Comments on Competitiveness of New Rate

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING A CHANGE IN THE RATE AND FEE CHARGED BY THE CITY OF NAMPA FOR AN IRRIGATION WATER HOOKUP FEE.

WHEREAS, the City Council finds that it is appropriate to collect a fee for irrigation water hookup service provided by the City and that without such fee this service would be funded by property tax revenues; and

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

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

WHEREAS, the City Council finds that such an adjustment, set forth in the attached exhibit, is reasonably related to, but does not exceed, the actual cost of the service being rendered; and

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

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

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

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

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

Approved:

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

City of Nampa
Fee Change Request Form

Department Public Works - Water - Irrigation Hookup Fee

Effective Date 10/01/2016

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change*	Est Annual Dollar Incr
	No	Hookup Fee - Irrigation (per SCE)	$329.00	$520.00	58%	

Comments on Competitiveness of New Rate

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

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, the domestic water Residential 3" and 4" Meter Base Charge were represented in all public information and in the public hearing; and,

WHEREAS, while billing new rates an oversight was found in adopted Resolution 01-2016, as no domestic water Residential Meter Base Charges were included for meters greater than 3".

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 clarify and implement the domestic water Residential Meter Base Charge for 3" meters in the amount of $82.76, and for 4" and larger meters in the amount of $114.42, effective March 7, 2016.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 7th DAY OF MARCH, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS 7th DAY OF MARCH, 2016.

Approved:

_____
Mayor

Attest:

_____
City Clerk

First Christian Church
(Disciples of Christ)
Rev. Dr. J. Stephen Perotti

February 24, 2016

CITY OF NAMPA
Beer, Wine & Liquor Licensing
411 Third St So.
Nampa, Id 83651

Re: Beer, Wine & Liquor Application
Pacific Sushi, 624 12th Ave South, Nampa Idaho 83651

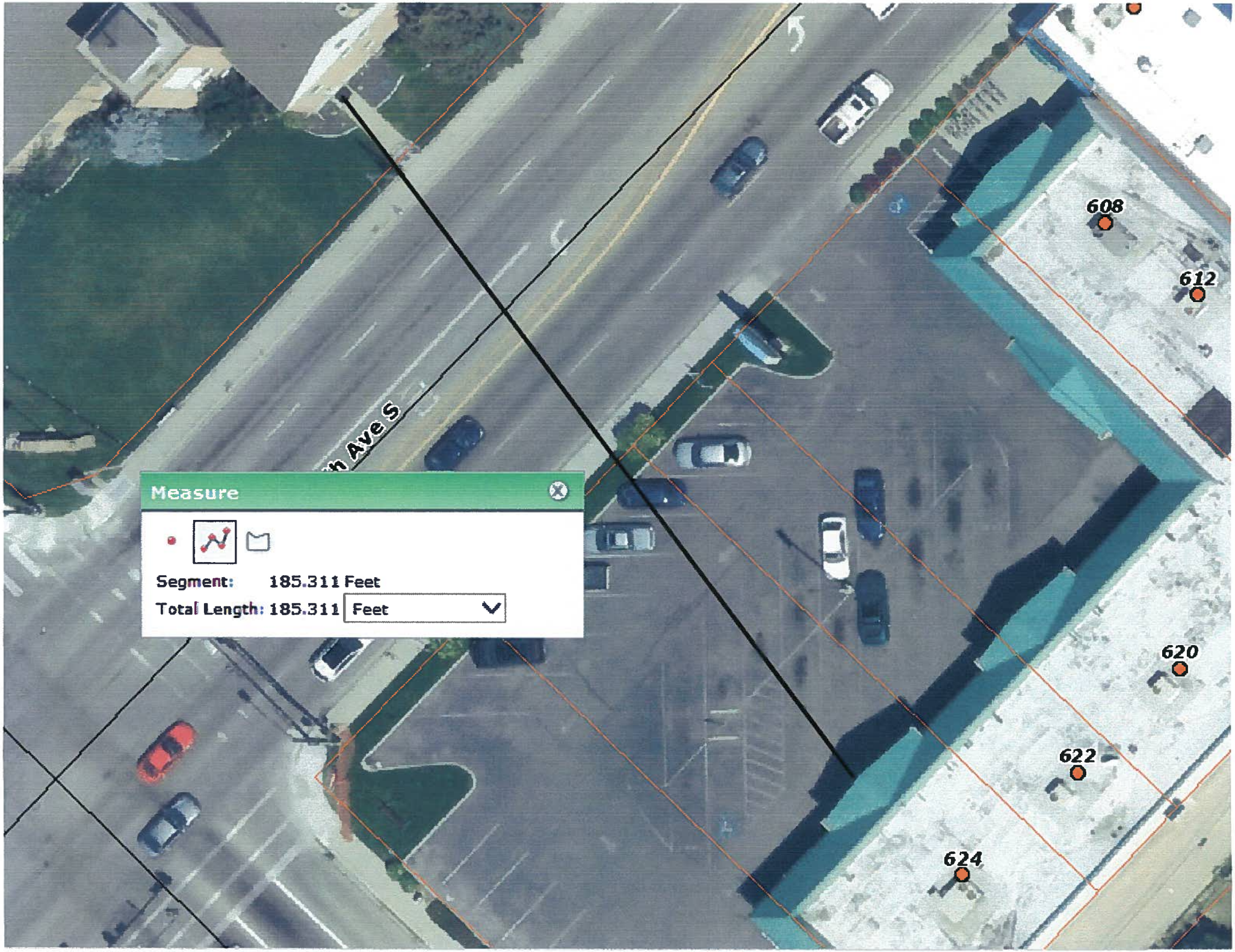
Sir or Madam:

This letter shall confirm that the Nampa First Christian Church located at 619 12th Avenue South, Nampa, Idaho 83651, does not object to the issuance of a beer and wine license to Pacific Sushi, operating at 624 12th Ave South, Nampa Idaho 83651.

Very truly yours,

Gregory A. Byron
Vice Moderator

619 12th Avenue South, Nampa, Idaho 83651 (208) 466-3566
fccnampa@earthlink.net


608
612
620
622
624
Measure
Segment: 185.311 Feet
Total Length: 185.311 Feet

Nampa Civic Center

ICT Ticketing software - change notification

February 24, 2016

ISSUE: ENTA ticketing discontinued their operation on February 29, 2016 and has sold the rights to Best Union and transferred USA license to OMNI leaving NCC without a ticketing venue.

SITUATION:

1. NCC's ticket run is 26,000 tickets per year.
2. We have accepted Idaho Center Ticketing offer merging with the current City RFP.
3. We have IT's approval.
4. We have Legal approval and guidance to notify Council

PATH:

1. We will add the following fees customary to the ticketing offer per ICT's set up:
    a. Tax (6%)
    b. Ticketing fees tiered previously approved.
    c. Credit card fee (3%)

ACTION FOR COUNCIL:

1. Notification of change with ICT.

Nampa Civic Center

Event Booking (EB) software contract change

February 24, 2016

ISSUE: NCC's event booking is the single most business critical element to the operation of the Nampa Civic Center. The current 13 year old Concentrics® software (CS) is having performance restraints with technical issues creating contract delays and adding unwarranted labor.

SITUATION (Based on 900 events):

1. Booking takes 2 hours on average PLUS software crashes occur roughly once per week.
    a. Yearly labor cost savings of EB over CS is roughly $36,000.
2. IT Department is frustrated with CS software:
    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 total per year.

PATH:

1. Event Booking has an annual fee of $6,250 (delta of $1,250).
2. EB has 24/7 support with real time employee sharing.
3. EB has free software updating inclusive of 500+ venues.
4. EB is web based program.
5. Report tracking and report generation will import into our GL reports.
6. EB allows for forecast projections for all event details including open dates and revenue gaps.

ACTION REQUESTED:

1. Approve a one-time $8,325 start-up fee for NCC to be operational April 1.
2. Approve EB's $6,250 annual fee.
3. Mayor to sign a three year contract by March 8, 2016.

RESOLUTION _____

AN AMENDED ESTIMATE OF EXPENSES AND REVENUES OF THE CITY OF NAMPA, IDAHO FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2015 TO AND INCLUSIVE OF SEPTEMBER 30, 2016, AND NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDED BUDGET BY THE CITY COUNCIL

WHEREAS, Section 50-1002 Idaho Code, requires the City Council, prior to passing the annual appropriation ordinance, to estimate the probable amount of money necessary for all purposes during the fiscal year end and;

WHEREAS, a proposed amendment to the budget has been prepared that includes an estimate of expenses and revenues for the fiscal year October 1, 2015 through and including September 30, 2016;

THEREFORE, it is hereby ordered by the City Council that this classification and estimate be entered into the minutes of the Council of the City of Nampa and the City Clerk be directed to cause the same to be published in the Idaho Press Tribune, a newspaper published in said City and having a general circulation therein.

ESTIMATED EXPENDITURES		
GENERAL FUND		
City Clerk	267,270	
Code Enforcement	466,759	
Economic Development	456,748	
Engineering	1,707,306	
Facilities Development	1,153,973	
Finance	1,129,989	
Fire	11,585,241	
General Government	803,528	~~651,765~~
Tfr to Family Justice Center	224,883	
Tfr to Civic Center	494,588	~~345,600~~
Tfr to Idaho Center	870,351	
Tfr to Parks & Rec	627,282	~~618,507~~
Human Resource	378,528	
Information Technology	2,151,486	~~2,052,084~~
Legal	881,000	
Mayor & Council	528,466	
Parks & Rec Admin	365,786	
Planning & Zoning	487,559	
Police	19,408,089	
Public Works Admin	353,929	
Fleet Management	1,054,443	~~1,048,443~~
SUBTOTAL	**45,397,204**	~~**44,982,276**~~
GRANT FUNDS		
FAA		~~$ 108,450~~

ENTERPRISE & SPECIAL REVENUE FUNDS		
911 Fees	987,669	
Airport	570,644	~~568,044~~
Cemetery	304,042	
Civic Center	1,166,963	~~1,003,400~~
Development Services	1,989,210	~~1,691,356~~
Downtown Renewal/Electric Franchise Fees	-	
Family Justice Center	251,011	
Idaho Center	5,071,390	
Library	2,123,930	~~2,082,553~~
Nampa Recreation Center	3,707,360	~~3,349,273~~
Parks & Recreation	3,477,914	~~3,325,264~~
Golf	2,355,146	
Sanitation Collection	8,685,969	
Street	10,808,059	~~10,149,457~~
Utility Billing	854,037	~~838,706~~
Wastewater	13,931,578	~~12,103,629~~
Water	11,563,547	~~11,083,947~~
Workers Comp Fund	63,663	-
SUBTOTAL	**$67,912,132**	~~**$ 63,914,519**~~
CAPITAL & DEBT SERVICE FUNDS		
Capital Projects	1,450,922	~~$ 896,951~~
Library Major Capital Campaign	-	
Development Impact Fees	4,802,142	~~2,820,400~~
GO Bond Debt Service	2,696,900	-
SUBTOTAL	**8,949,964**	~~**$ 6,414,251**~~

	141,846				
Federal DOT	266,288	~~30,664~~			
Federal HUD	1,342,919	~~1,196,959~~	**GRAND TOTAL**	**143,552,781**	~~**136,062,433**~~
Other Federal Grants	14,865,553				
State of Idaho & Local Grants	3,778,921	~~3,777,807~~			
Private Grants	897,954	~~771,954~~			
SUBTOTAL	**21,293,481**	~~**$20,751,387**~~			

CITY OF NAMPA, IDAHO

FISCAL YEAR 2016 AMENDED BUDGET

FUND	2014 Actual Expenses	2014 Actual Revenue*	AMENDED 2015 Budget Expenses	AMENDED 2015 Budget Revenue*	PROPOSED 2016 Budget Expenses	PROPOSED 2016 Budget Revenue*
GENERAL FUND						
City Clerk	238,459		251,960		267,270	
Code Enforcement	448,029		361,604		466,759	
Economic Development	707,729		453,027		456,748	
Engineering	1,453,913		1,709,499		1,707,306	
Facilities Development	851,522		1,081,851		1,153,973	
Finance	682,758		710,457		1,129,989	
Fire	12,187,306		11,381,190		11,585,241	
General Government	3,729,485		3,102,869		3,020,632	
Human Resource	328,242		327,107		378,528	
Information Technology	1,129,775		1,289,512		2,151,486	
Legal	876,660		901,000		881,000	
Mayor & Council	480,703		511,123		528,466	
Parks & Rec Admin	312,471		363,726		365,786	
Planning & Zoning	586,333		447,325		487,559	
Police	18,004,352		19,047,617		19,408,089	
Public Works	553,705		332,949		353,929	
Fleet Management	853,483		824,577		1,054,443	
SUBTOTAL	$43,424,925	$43,775,115	$43,097,393	$43,098,410	$45,397,204	$45,397,204
ENTERPRISE & SPECIAL REVENUE FUNDS						
911 Fees	1,313,742	973,867	1,090,896	1,090,903	987,669	987,669
Airport	510,870	549,975	599,202	599,208	570,644	570,644
Cemetery	292,487	280,508	290,763	290,769	304,042	304,042
Civic Center	861,478	921,677	1,063,359	1,063,374	1,166,963	1,166,963
Development Services	1,269,583	1,872,667	1,821,456	1,821,491	1,989,210	1,989,210
Downtown Electric Franchise	407,175	149,988	164,249	164,245		
Family Justice Center	250,670	253,988	246,951	246,955	251,011	251,011
Idaho Center	4,540,011	4,814,352	5,053,201	5,053,201	5,071,390	5,071,390
Library						

	1,927,475	1,991,350	2,655,521	2,655,575	2,123,930	2,123,930
Nampa Development Corp	16,894,384	3,492,910				
Nampa Recreation Center	2,614,469	3,258,105	4,165,086	4,165,129	3,707,360	3,707,360
Parks & Recreation	2,785,452	3,006,319	3,009,242	3,009,299	3,477,914	3,477,914
Golf	2,124,985	2,393,860	2,402,894	2,402,923	2,355,146	2,355,146
Sanitation Collection	8,012,005	8,024,005	8,050,000	8,050,000	8,685,969	8,685,969
Stormwater Utility						
Street & Traffic	6,751,075	6,200,627	9,620,415	9,620,487	10,808,059	10,808,059
Utility Billing	899,463	973,741	820,406	820,424	854,037	854,037
Wastewater	9,112,773	13,395,871	17,454,271	17,454,391	13,931,578	13,931,578
Water	6,954,591	7,870,684	12,273,345	12,273,439	11,563,547	11,563,547
Workers Comp	243,476	920,664	61,236	61,238	63,663	63,663
SUBTOTAL	$ 67,766,164	$ 61,345,158	$70,842,493	$ 70,843,051	$ 67,912,132	$ 67,912,132
			558			
GRANTS & DONATIONS						
FAA Grants	78,787	78,787	915,765	915,765	141,846	141,846
Federal DHS-Homeland Security	30,059	30,059	55,950	55,950	308,250	308,250
Federal DHHS						
Federal DOE						
Federal DOI	9,150	9,150	5,654	5,654		
Federal DOJ Grants	440,686	426,875	466,864	466,866	236,233	236,233
Federal DOT Grants	295,495	295,495	286,225	286,225	266,288	266,288
Federal EPA Grants	1,233	1,233	2,800,000	2,800,000	14,321,070	14,321,070
Federal Corporation For National & Community Service	3,844	3,844				
Federal HUD Grants	856,251	856,251	1,150,696	1,150,710	1,342,919	1,342,919
Federal USDA						
Federal Dept of Education						
Federal National Endowment						
Institute of Museums & Library	2,858	2,858				
Private Grant/Contributions	77,402	24,600	300,300	300,300	897,954	897,954
State Grants	2,268,329	2,268,329	9,420,142	9,420,142	2,083,842	2,083,842
Local Municipalities Grants	142,460	142,460	1,168,792	1,168,792	1,695,079	1,695,079
SUBTOTAL	$ 4,206,554	$ 4,139,941	$16,570,388	$ 16,570,404	$ 21,293,481	$ 21,293,481
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Capital Projects	616,322	965,026	1,132,235	1,132,235	$ 1,450,922	$ 1,450,922
Library Major Capital Campaign	293,554	492,678	455,235	455,235		
Development Impact Fees	633,104	1,251,758	3,865,000	3,865,000	$ 4,802,142	4,802,142
GO Bond Debt Service	2,743,481	2,755,976	2,798,575	2,798,575	$ 2,696,900	2,696,900
SUBTOTAL	$ 4,286,461	$ 5,465,438	$ 8,251,045	$ 8,251,045	$ 8,949,964	$ 8,949,964
TOTAL	$119,684,104	$114,725,652	$138,761,319	$ 138,762,910	$143,552,781	$ 143,552,781
*Amount from property tax		38,454,080		34,903,674		36,201,477

I, Deborah L. Bishop, City Clerk of the City of Nampa, Idaho do hereby certify that this is a true and correct statement of the amended expenditures and revenues for the fiscal year 2015-2016. Citizens are invited to attend the budget hearing on March 21, 2016 at 7:00 p.m. and have the right to provide written or oral comments concerning the entire City Budget. A copy of the proposed City amended budget in detail is available in the Nampa Finance Office at City Hall for inspection during regular office hours, Monday through Friday from 8:00 a.m. to 5:00 p.m.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 7TH DAY OF FEBRUARY, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS 7TH DAY OF FEBRUARY, 2016.

Approved:

_____

Mayor

Attest:

_____

City Clerk

131 Constitution Way Nampa, Idaho 83686 Phone (208) 468-5858 Fax (208) 465-2282

MEMORANDUM

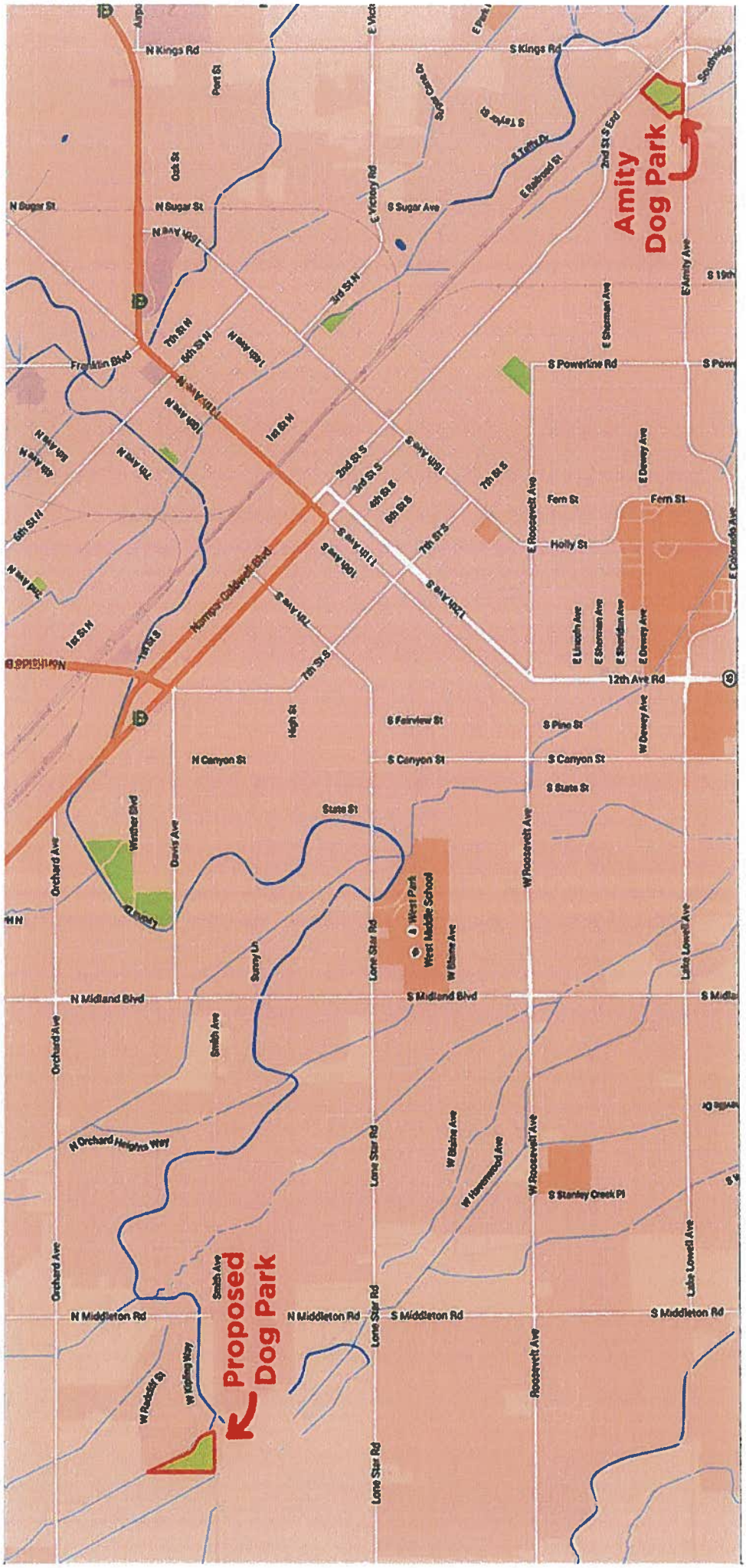
TO: Mayor Henry and Nampa City Council
FROM: Darrin Johnson, Parks and Recreation Director
RE: Purchase Property for Future Dog Park
DATE: March 7, 2016

In the FY 2016 Budget, City Council approved funding for the purchase of land for a second City of Nampa Dog Park. Nampa Parks and Recreation staff have identified property to purchase for a future Dog Park. The proposed property is 9.58 acres and it is located in the west part of Nampa within the city limits. The property address is 11370 Smith Ave. Nampa Idaho. Attached are vicinity maps giving detail to the location.

Nampa's current dog park, developed and opened to the public in 2009, is located in east Nampa off of Amity Road. The park has been such a success that it is overused and the turf is difficult to maintain because of the high traffic. An additional dog park in our City will offer a convenience to residents in the west part of our City as well as help us plan for a growing population.

Nampa Parks and Recreation staff feel it is important to secure land for a future dog park. No start date for construction is planned but the park will be built when funding is available.

Staff request that the Purchase and Sale Agreement be signed over from Lanco, Inc. to the City of Nampa. It is also requested Nampa City Council take action and approve the purchase and closing on the property described for the amount of $147,000.


Amity
Dog Park
Proposed
Dog Park
N Kings Rd
S Kings Rd
N Sugar St
S Sugar Ave
E Victory Rd
E Railroad St
S Powerline Rd
Franklin Blvd
Fern St
Holly St
E Roosevelt Ave
E Dewey Ave
E Colorado Ave
12th Ave Rd
S Fairview St
S Pine St
N Canyon St
S Canyon St
S State St
State St
Winther Blvd
Davis Ave
Orchard Ave
West Park
West Middle School
W Blaine Ave
W Roosevelt Ave
Lone Star Rd
Lake Lowell Ave
N Midland Blvd
S Midland Blvd
N Orchard Heights Way
S Stanley Creek Pl
N Middleton Rd
S Middleton Rd
Roosevelt Ave
W Kipling Way

Proposed
Dog Park
Hensen Dr
Phyllis Canal
Smith Ave
W Radcliff St
N Fitzwilliam St
W Kipling Way
W Brandt Ln
Stephens Nursery
N Middleton Rd
U-Haul
Neighborhood Dealer
W Windmill Ave
W Sweetbay Ave
N Jefferson St
W Curlew Ave
W Grouse Ave
W Willow Pointe Av
Grassmasters Professional
N Virvage Way
W Mission Pointe Dr
N Acapulco Way
N San Juan Ave
N Presidio Loop
W Bay Pointe Ave
N Pleasant Hill Dr
Betz Supp

dotloop signature verification: www.dotloop.com/my/verification/DL-139496048-3-2FW2

RE-24 VACANT LAND
REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2015 EDITION

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

ID# 20160120 DATE January 19, 2016

LISTING AGENCY KW Commercial Office Phone # 208-475-1313 Fax #
Listing Agent Nancy Lamas E-Mail nancy@commercialnw.com Phone # 208-344-0288
SELLING AGENCY Lanco, Inc. Office Phone # 208-465-1600 Fax # 208-465-1613
Selling Agent David A. Bills E-Mail broker1600@lancoinc.net Phone #

1. **BUYER:** Lanco, Inc.
(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" COMMONLY KNOWN AS 11370 Smith Ave
Nampa City Canyon County, ID, Zip 83651 legally described as: 19-3N-2W NE SW NE LS SUB
OR Legal Description Attached as exhibit (Exhibit must accompany original offer and be signed or initialed by BUYER and SELLER.)

2. $ 147,000.00 **PURCHASE PRICE:** One Hundred Forty-Seven Thousand DOLLARS, payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No

3. **FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.**

(A). $ 1,000.00 **EARNEST MONEY:** BUYER hereby deposits One Thousand DOLLARS as Earnest Money evidenced by: ☐cash ☒personal check ☐cashier's check ☐note (due date): ☐other and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account ☐upon receipt or ☐upon acceptance by BUYER and SELLER or ☒other by mail or wire transfer to PTC no later than 1/29, 2016. and shall be held by: ☐Listing Broker ☐Selling Broker ☒other Pioneer Title Co. 10th St. for the benefit of the parties hereto.
THE RESPONSIBLE BROKER SHALL BE: David Bills

(B). ALL CASH OFFER: ☐NO ☒YES **If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.** BUYER agrees to provide SELLER within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement.

Cash proceeds from another sale: ☐ Yes ☒ No

(C). $ **NEW LOAN PROCEEDS:** This Agreement is contingent upon BUYER obtaining the following financing:
FIRST LOAN of $ not including mortgage insurance, through ☐FHA, ☐VA, ☐CONVENTIONAL, ☐IHFA, ☐RURAL DEVELOPMENT, ☐OTHER with interest not to exceed % for a period of year(s) at: ☐Fixed Rate ☐Other. In this event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER's Earnest Money shall be returned to BUYER.
SECOND LOAN of $ with interest not to exceed % for a period of year(s) at: ☐Fixed Rate ☐Other
LOAN APPLICATION: BUYER ☐has applied **OR** ☐shall apply for such loan(s) within ____ business days (five [5] if left blank) of SELLER'S acceptance. Within ____ business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is required by lender, **the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request.** *BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.* **FHA / VA:** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

(D). $ **ADDITIONAL FINANCIAL TERMS:**
☐Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(E). $ 146,000.00 **APPROXIMATE FUNDS DUE AT CLOSING:** Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

BUYER'S Initials ( ) Date 1-19-16 **SELLER'S** Initials ( ) Date 01/20/2016

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dotloop signature verification: www.dotloop.com/my/verification/DL-139496048-3-2FW2

PROPERTY ADDRESS: 11370 Smith Ave Nampa ID 83651 ID#: 20160120

4. OTHER TERMS AND/OR CONDITIONS: This offer supersedes and replaces OFFER #20160107 & its counters.

5. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a." and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: ***BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:***

A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.

B. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)

C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.

D. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.

E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): _____

F. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.

G. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip the remainder of Section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense**. BUYER shall, within 50 calendar days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items or written notice of termination of this Agreement based on an unsatisfactory inspection. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. **BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.**

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, **BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable.** Upon receipt of written notice SELLER shall have _____ business days (three [3] if left blank) in which to **respond in writing.** SELLER, at SELLER's option, may correct the items as specified by BUYER in their letter or may elect not to do so. If SELLER agrees in writing to correct items requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, BUYER may proceed under 6(B)(4) below.

4). If SELLER does not agree to correct BUYER's items within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

5). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or

BUYER'S Initials DB ( ) Date 1/20/16 SELLER'S Initials CH 01/20/16 (DMH) Date 01/20/2016

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correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.**

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Within 10 business days (six [6] if left blank) of final acceptance of all parties, ☒SELLER or ☐BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have ___ business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, and cannot be made so within ___ business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Pioneer Title Company located at 10th Street Nampa shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

9. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 6, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have ___ business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 6) to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate and the Earnest Money shall be returned to BUYER.

10. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐Yes ☐No ☒N/A. Association fees/dues are $_____ per_____; and/or PROPERTY TRANSFER FEES of ☐BUYER ☐SELLER ☒N/A to pay Homeowner's Association SET UP FEE of $_____ at closing.

11. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 *et seq.* If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

12. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

13. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

BUYER'S Initials ( ) ( ) Date 1-19-16 SELLER'S Initials (CH 01/20/2016 10:54AM EST) ( ) Date 01/20/2016

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PROPERTY ADDRESS: 11370 Smith Ave Nampa ID 83651 ID#: 20160120

14. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

15. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

16. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

17. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

19. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

21. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

22. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters.

23. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

24. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date):_____ unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

Upon closing SELLER agrees to pay EITHER _____% (N/A if left blank) of the purchase price OR $_____ (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, prepaid costs and any fees associated with completing the transaction which includes but is not limited to those items in BUYER columns marked below.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X	Environmental Inspection (Phase 1)	X			
Long Term Escrow Fees				X	Environmental Inspection (Phase 2)				
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				
Survey	X				PERC Test	X			
Flood Certification/Tracking Fee				X	Zoning Variance	X			
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)	X			
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy				X	Hazardous Waste Report(s)	X			
Additional Title Coverage				X					
Water Rights Transfer Fee	X								
Attorney Contract Preparation or Review Fee	X								

BUYER'S Initials (DB)(_____) Date 1-19-16 SELLER'S Initials (CH 01/20/16) (JM 1/) Date 01/20/2016

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PROPERTY ADDRESS: 11370 Smith Ave Nampa ID 83651 ID#: 20160120

25. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

26. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

27. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

28. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

29. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) March 22, 2016. The parties agree that the CLOSING AGENCY for this transaction shall be Pioneer Title located at 10th St. Blanca Acosta. If a long-term escrow /collection is involved, then the long-term escrow holder shall be:

30. POSSESSION: BUYER shall be entitled to possession ☒upon closing or ☐date _____ at _____ ☐am ☐pm.

31. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated as of _____. BUYER to reimburse SELLER for fuel in tank ☐ Yes ☒ No (Not Applicable if left blank). Dollar amount may be determined by SELLER's supplier.

32. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing:
Assignment to City of Nampa with Council approval and Mayor's execution of assignment.

33. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:
- ☒ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- ☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- ☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:
- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- ☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- ☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- ☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

BUYER'S Initials ( ) Date 1-19-16

SELLER'S Initials (01/20/2016) Date 01/20/2016

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PROPERTY ADDRESS: 11370 Smith Ave Nampa ID 83651 ID#: 20160120

34. ASSIGNMENT: This Agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned.

35. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) January 21, 2016 at (Local Time in which PROPERTY is located) 11:00 ☒A.M. ☐P.M.

36. BUYER'S SIGNATURES:
☐SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)
☐SEE ATTACHED BUYER'S EXHIBIT(S): _____ (Specify number of BUYER exhibit(s) attached.)

☒ BUYER does currently hold an active Idaho real estate license. ☒ BUYER is related to agent.

BUYER Signature _____ BUYER (Print Name) David Bills President

Date 1-19-16 Time 3:35 ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address 3400 S. Montego Way E-Mail broker1600@lancolnc.net

City Nampa State ID Zip 83686 Fax # _____

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent

BUYER Signature _____ BUYER (Print Name) _____

Date _____ Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

37. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.
☐SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
☐SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____
☐SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature Claudia I Hernandez dotloop verified 01/20/16 10:54AM EST F1M3-BVZR-B2SP-QDX9 SELLER (Print Name) _____

Date 01/20/2016 Time _____ ☐A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature Jose M Hernandez SELLER (Print Name) _____

Date 1-20-16 Time 9:37 ☒A.M. ☐P.M. Phone # _____ Cell # _____

Address _____ E-Mail _____

City _____ State _____ Zip _____ Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

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"The Voice for Real Estate" in Idaho

RE-29 ASSIGNMENT OF BUYER'S INTEREST

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING.

EQUAL HOUSING OPPORTUNITY

DATE 3-8-16

ANY ASSIGNMENT HEREUNDER DOES NOT ALTER THE TERMS OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE BUYER AND SELLER AND/OR EARNEST MONEY DEPOSITED.

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT DATED: 1-19-16 ID # 20160120

ADDRESS: 11370 Smith Ave Nampa ID 83651

ASSIGNOR (ORIGINAL BUYER) Lanco, Inc.

ASSIGNEE (SUBSEQUENT BUYER) City of Nampa

The above named assignor hereby assigns all rights and interests to the above named assignee. The assignee hereby agrees to accept responsibility and perform as buyer for the said property under the existing terms of the purchase and sale agreement.

Assignee acknowledges he/she has received and understands the Agency Disclosure Brochure. Assignee understands that unless an Exclusive Buyers Representation Agreement is entered into between assignee and Lanco, Inc. (broker), the broker is acting as a NONAGENT for the assignee as defined in the Agency Disclosure Brochure.

The parties understand that if this assignment alters in any way the agency representation status that existed for the assignor then an addendum to the Purchase and Sale Agreement will be necessary to change that status. If any addendum is required it will require seller's approval and signatures(s). If for any reason seller refuses to sign an addendum then the assignor must either continue with the terms of the purchase agreement or be in default.

Assignor acknowledges that this assignment to Assignee does not relieve Assignor of his/her obligations to the Seller under the Purchase and Sale Agreement executed by Assignor and Seller. In an instance where Assignee fails to perform under the Purchase and Sale Agreement, Seller's legal recourse, if any, may remain against Assignor. Assignee acknowledges that Assignor will have the right to pursue all lawful remedies against Assignee in the event that Assignee defaults in its performance under the assigned Purchase and Sale Agreement.

ASSIGNOR (ORIGINAL BUYER): _____ **Date:** _____

ASSIGNOR (ORIGINAL BUYER): Lanco, Inc. **Date:** _____

ASSIGNEE (SUBSEQUENT BUYER): _____ **Date:** _____

ASSIGNEE (SUBSEQUENT BUYER): City of Nampa **Date:** _____

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InstanetFORMS

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

This informational brochure is published by the Idaho Real Estate Commission.

Effective July 1, 2015

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

"Agency" is a term used in Idaho law that describes the relationships between a licensee and the parties to a real estate transaction.

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

A "Sold" price of property is not confidential client information, for either buyers or sellers, and may be disclosed by a licensee.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

InstanetFORMS

These Are Your Agency Options

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one Client over the other. None of the licensees at the brokerage can disclose confidential information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An Assigned Agent has a duty to promote the Client's best interests, even if those interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective Clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- How will the brokerage get paid?
- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I cancel this agreement, and if so, how?
- Can I work with other brokerages during the time of my agreement?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement, am I willing to allow the brokerage to represent both the other party and me in my real estate transaction?

Real Estate Licensees Are Not Inspectors Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer, or surveyor.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: Lanco, Inc. Phone: 208-465-1600

RECEIPT

Rev 07/01/15

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.
This document is not a contract, and signing it does not obligate you to anything.

Printed Name/Signature _____ Date _____

Printed Name/Signature _____ Date _____

InstanetFORMS

Each year, prior to February 28th, the calculation is established and is then transmitted to the City Council. In the mid 1990's the city and the rural district came to an agreement to contract services for fire and EMS coverage. The formula is calculated by averaging the Assessed Valuation for 2015, the 2015 population, and the 3 year call volume. Those three averages are then averaged to come up with the Budget factor. The population is established by Intermountain Demographics. This factor seems to be an equitable way to calculate the budget factor with a very tangible formulation which is something we often times lack when justifying cost share of services.

2017 Fire District Budget Factor Calculations

	City	Fire District	2015
Assessed Valuation	$3,874,920,956	$932,488,114	19.40%
Population	89,211	19,209	17.72%
3 Year Call Volume	22,730	2,756	10.81%
		Budget Factor	15.98%

2016 Fire District Budget Factor Calculations

	City	Fire District	2014
Assessed Valuation	$3,674,162,061	$888,014,526	19.46%
Population	85,976	19,061	18.15%
3 Year Call Volume	21,682	2,709	11.11%
		Budget Factor	16.24%

Assessed Value Change	5.46%	5.01%	
Population Change	3.76%	0.78%	
Call Volume Change	4.83%	1.73%	
	City	Fire District	Totals
2013 calls	7,173	848	8,021
2014 calls	7,284	908	8,192
2015 calls	8,273	1,000	9,273
Total	22,730	2,756	

NAMPA POLICE DEPARTMENT

820 2ND STREET SOUTH • NAMPA, IDAHO 83651

CURT SHANKEL
CAPTAIN

JOE HUFF
CHIEF OF POLICE

BRAD DANIELS
CAPTAIN

Memo

To: Nampa City Council

From: Chief Joe Huff

Date: 2/29/2016

Re: City of Nampa and West Valley Human Society Agreement Regarding Animal Shelter

---

Council Members,

In January 2016, I met with the Director of the West Valley Humane Society (WVHS) reference the City of Nampa and WVHS Agreement Regarding the Animal Shelter.

The following are the proposed changes for the contract:

Section 2. Term and Termination: Term date changed from January 2017 to December 2016

Section 6. Compensation: Fee changed from twenty-five dollars ($25.00) per day per animal to twenty dollars ($20.00) per day per animal.

Section 7. Licensing: City will pay WVHS six dollars ($6.00) for each initial license issued and may charge a fee of two dollars ($2.00) to the customer for licensing.

Section 13. City Representative on WVHS Board of Directors: City shall be entitled to have a representative chosen and appointed by the Mayor to serve on the WVHS Board of Directors.

City of Nampa currently does not have a representative serving on the WVHS Board of Directors. It is my suggestion that Captain Brad Daniels be appointed to serve on this board.

If these changes to the contract are approved, the City of Nampa and the City of Caldwell will have identical contracts with WVHS. Having identical contracts would add clarity and uniformity to our departments.

BLESSED ARE THE PEACEMAKERS

DISPATCH (NON-EMERGENCY): (208) 465-2257 RECORDS: (208) 468-5678 ADMIN: (208) 468-5660

AGREEMENT REGARDING ANIMAL SHELTER

CITY OF NAMPA
AND
WEST VALLEY HUMANE SOCIETY

THIS AGREEMENT REGARDING THE ANIMAL SHELTER ("Agreement") is made and entered into effective the 1st day of February, 2016 (the "Effective Date"), by and between the CITY OF NAMPA, IDAHO, an Idaho municipal corporation, of 411 3rd Street South, Nampa, Idaho 83651, ("City"), and WEST VALLEY HUMANE SOCIETY, INC., and Idaho non-profit corporation, of 5801 Graye Lane, Caldwell, Idaho 83607 ("WVHS").

RECITALS

WHEREAS, the City has, pursuant to the Nampa City Code Title 6, Chapter 2, inclusive, adopted Animal Control Regulations, which, among other things, prohibit the running at large within the City of Nampa of livestock, canines, and other animals; provide for the licensing of canines; provide for the inoculation of canines against rabies; and, make other provisions to promote the health, welfare, and safety of humans and animals; and

WHEREAS, the City deems it advisable and in the best interests of the City and its citizens to partner with the WVHS for the management and control of the local Animal Shelter.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the matters described above, and the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. DELEGATION OF AUTHORITY. To the fullest extent necessary to accomplish the stated purposes of this Agreement, and pursuant to the authority granted to it or possessed by it under state law and its ordinances, particularly those found in Title 6, Chapter 2 of the Nampa City Code, the City does hereby direct, authorize, delegate and empower WVHS to issue canine licenses, to hold all canines coming into its control and custody from the Nampa Police Department Personnel and/or the general public, to place or humanely dispose of such canines as come into its control, and to cooperate with personnel of the Nampa Police Department in the enforcement of canine regulations and rabies control programs pursuant to all ordinances now in effect or which may, hereinafter, be adopted.

2. TERM AND TERMINATION. The term of this Agreement shall be from February 1, 2016, through 11:59 p.m., on December 31, 2016. However, either party may terminate this Agreement upon ninety (90) days written notice to the other of its intention to terminate this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF WVHS. In fulfilling its duties hereunder, the parties agree that WVHS shall have the following rights and responsibilities, in addition to any others found throughout the terms and conditions of this Agreement:

(a) WVHS shall maintain proper shelter and care for all domestic canines which come into its custody;

(b) WVHS shall accept cats, and other domestic or exotic animals, on a case-by-case basis, as it is able to provide care, staffing, funds and transfer agreements with other local or regional animal care providers;

(c) WVHS shall maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with its duties hereunder and for the purpose of receiving animals;

(d) WVHS shall provide 24-hour access for the drop-off of canines by the Nampa Police Department or its personnel (though injured canines may only be left at WVHS during its regular business hours);

(e) WVHS shall provide quarantine for vicious and/or diseased canines, including canines with rabies, in accordance with any request by the Nampa Police Department or pursuant to any court order;

(f) WVHS reserves the right to refuse for shelter any animal brought to it by a private citizen, if said animal presents an eminent safety risk to WVHS employees and staff;

(g) WVHS shall provide proper food, water, shelter and humane treatment for any animals which may properly come into its possession under the terms of this Agreement, until such animals are properly placed or otherwise humanely disposed of by WVHS;

(h) WVHS shall have a licensed veterinarian on staff to provide medical assessments and any necessary treatment to the animals in its custody; and

(i) WVHS shall cooperate with the City and its Police Department in following the procedures required by ordinance concerning persons or animals bitten by an animal in the City of Nampa.

4. RIGHTS AND RESPONSIBILITIES OF THE CITY, THROUGH THE NAMPA POLICE DEPARTMENT. In fulfilling its duties hereunder, the parties agree that the City, through the Nampa Police Department, in addition to having all other rights and being responsible to fulfill all other duties found throughout the terms and conditions of this Agreement, shall purchase and supply to WVHS all canine license certificates, numbered

metallic tags, and all tracking forms required by the Nampa Police Department for WVHS's use in carrying out its responsibilities under this Agreement.

5. RESPONSIBILITIES OF CITY WITH RESPECT TO DISPOSITION OF HORSES, CATTLE, OTHER LIVESTOCK, AND INJURED OR OTHERWISE HAZARDOUS ANIMALS. The City, through its Police Department, shall provide for the disposition of horses, cows, and other livestock. In the event of an emergency, however, WVHS agrees that it will accept, for a period no longer than five (5) days, such animals and livestock, to allow City to make other arrangements for the disposition of said animals. During any such period of time, WVHS may charge a fee for its incurred costs in caring for said animals, not to exceed thirty five dollars ($35.00) per animal per day, or, as the parties may agree. In no case shall a fee exceeding fifteen dollars ($15.00) per day be charged for the daily shelter and care of smaller livestock or animals (such as sheep, goats, or pigs). City, through its Police Department, may also bring cats and other small, domesticated animals and exotic animals to the shelter for care, as needed, on a limited basis, if such animals are injured, are creating a hazard, or are an ongoing nuisance to the public, but shall NOT do so simply because the animals are "at large." Both parties agree to confer and work together in good faith, on a case-by-case basis, to determine the best disposition of non-canines brought to the shelter under the terms of this Section.

6. COMPENSATION. To compensate WVHS for the fulfillment of its duties under this Agreement, the City, through the Nampa Police Department, shall pay twenty dollars ($20.00) per canine held by WVHS, per day, up to a maximum of three (3) days (i.e., 72 hours), to care for the animal. Canines returned to owners are not eligible for compensation under this Agreement. On the fourth (4th) day, any such canine shall become the property of WVHS, unless City shall specifically request that the animal continue to be held, prior to WVHS taking ownership thereof, for which services the City shall pay ten dollars ($10.00) per canine, per day. WVHS shall invoice the City monthly for canine charges due under this contract and shall provide detailed information as to the origin and disposition of each canine as outlined in Section 7, below. City shall pay invoices within 15 days of receipt. Invoice discrepancies shall be resolved by mutual agreement between parties and adjusted on the next regular monthly invoice. Other charges to the City, such as those set forth in Section 7, below, shall be itemized and added to the monthly invoice. WVHS shall provide an accounting thereof to the City with the monthly invoice. The invoice will be mailed monthly to Nampa City Hall, Attn: Finance Dept, 411 3rd St South Nampa, Idaho 83551.

7. LICENSING. WVHS shall license all canines within the service area of the City prior to release to an owner, whether through adoption or reclamation. WVHS will remit to City one hundred percent (100%) of all fees collected for licensing, and will submit all license information with each monthly invoice. City shall pay WVHS six dollars ($6.00) for each initial license issued. WVHS may charge a convenience fee of two dollars ($2.00) to the customer for this service. In provision of these services, WVHS shall: diligently issue and process all applications for canine licenses for canines owned or harbored by residents of the City of

Nampa; collect all canine license fees, board, adoption and impoundment fees and keep proper financial records to account for the same; permit the City, at all reasonable times, to inspect and audit its records and make any reports of its monies available to the City as may be requested or required; keep full and accurate records of all persons to whom canine licenses have been issued; maintain a record of all canines taken into custody and impounded, showing the date, place, reason, and manner whereby canines were brought into its custody and providing a description of the canine and a record of its final disposition; and provide monthly, quarterly, and annual reports to the Nampa Police Department, redacting, if necessary, any confidential information, to reconcile canine intake dates and final disposition dates, detailing canine shelter dates available and/or billable to the City, and providing any other or additional information as the City may reasonably request.

8. HUMANE EDUCATION. It is the goal of WVHS to initiate and maintain a program of education designed to promote the proper care and treatment of canines and to stimulate public support for such treatment and for the enforcement of ordinances relating to animal control.

9. ASSUMPTION OF RISK AND RESPONSIBILITY BY WVHS; PUBLIC POSTING OF NOTICE OF CITY'S NON-LIABILITY. WVHS understands and assumes the risks associated with the provision of the services described herein, and agrees to indemnify and save harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of WVHS, its contractors, agents, or servants in connection with the operation of the Animal Shelter, or in the performance of duties related thereto. WVHS shall fully inform all persons using or being upon the said premises, or dealing thereat, of the non-liability of the City for any act or neglect of WVHS, by posting an adequate number of notices to that effect in, about, or on said premises.

10. INSURANCE. WVHS shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect WVHS from claims for damages for personal injury, including accidental and wrongful death, as well as from services rendered under this agreement, whether such services be by WVHS, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall provide for limits of not less than $300,000.00 per occurrence. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold free and harmless covenant contained in this Paragraph, and in the event the City becomes liable for an amount in excess of such insurance coverage, WVHS shall indemnify and hold the City free and harmless for the whole thereof. WVHS shall furnish the City with policies or certificates of insurance to demonstrate that WVHS has procured such insurance and that the City has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

> "It is agreed that the City of Nampa, Idaho, an Idaho municipal corporation, is added as an additional insured under this Policy and

the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to the City prior to modifications, cancellation, or reduction in coverage of such insurance.

11. WVHS' INDEPENDENT CAPACITY; WORKERS COMPENSATION INSURANCE. WVHS, its officers, employees, agents, and volunteers, shall act in an independent capacity during the term of this agreement and not as officers, employees, agents, or volunteers of the City. WVHS shall procure and maintain during the term of this agreement Workers' Compensation Insurance as prescribed by the laws of the State of Idaho.

12. REVISIONS AND AMENDMENTS TO ANIMAL CONTROL ORDINANCES. It is acknowledged and understood that the Animal Control Ordinances currently in effect in the City of Nampa, found at Title 6, Chapter 2 of the Nampa City Code, may be amended, revised or superseded, and that any such change might cause the level of services to be performed by WVHS hereunder to be increased. It is understood that any such provisions shall not be applicable with respect to this Agreement, unless otherwise agreed between the parties, in writing.

13. CITY REPRESENTATIVE ON WVHS BOARD OF DIRECTORS. The parties agree that as a material term of this contract, the City shall be entitled to have a representative, chosen and appointed by the Mayor, serving on the WVHS Board of Directors, as a full, voting member thereof, at all times during the term of this Agreement or any renewal hereof.

14. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire agreement of the parties hereto, and supersedes and merges all prior understandings and agreements between the parties on the subjects herein addressed, if any, whether oral or written.

15. WAIVER. The failure of a party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be considered a waiver of any breach of said terms or conditions by the other party.

16. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

17. ATTORNEY FEES. In the event an action is brought to enforce any of the terms or provisions of this Agreement by either of the parties hereto, the prevailing party to such action shall be entitled to recover a reasonable attorney's fee together with such other costs as may be authorized by law.

18. BINDING EFFECT. The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

19. AUTHORITY OF SIGNATORY. The persons executing this Agreement on behalf of each party warrant his or her authority to so bind the represented party.

20. IDAHO LAW. This agreement shall be construed in accordance with the laws of the State of Idaho.

DATED this ___ day of _____, 2016.

CITY OF NAMPA, IDAHO ("CITY")

_____
Robert L. HENRY, Mayor

Attest:

_____
Nampa City Clerk

WEST VALLEY HUMANE SOCIETY ("WVHS")

_____
By: BRENDA CAMERON
Its: President

Attest:

_____

Secretary

CITY OF NAMPA
FINANCE DEPARTMENT

Vikki Chandler - Finance Director
(208) 468-5737

March 7, 2016

TO: Council

CC: Mayor Bob Henry

FR: Vikki Chandler, Finance Director

RE: Contract with Eide Bailly for Business Process Assessment

Attached is the proposal from Shelley Earsley with Eide Bailly for reviewing our business processes prior to requirements gathering for the request for proposal in our software search. This is the initial phase of determining what can or should be changed in our business processes that may relate to several factors:

- It's been too much work to change.
- We haven't known how to change for the better.
- Our current software hasn't allowed for change.
- We thought it had to be done this way.
- We can't find the information without this duplicative method.

It is crucial to proceed with this analysis in order to avoid carrying with us the burden of old, inefficient habits or duplicative work simply due to a lack of review. It is entirely possible that without this review we would move forward and require new software to replicate these inefficiencies or to spend time with a new vendor identifying how to make them work when we should simply eliminate them.

We have chosen Ms. Earsley because she did the analysis of the software last summer and included several astute observations in her work that illustrated the value of proceeding now with this additional analysis by her and her team. She works in a timely, efficient fashion and will help us proceed to the next phase of our RFP process without delays and help us gain efficiencies for the step.

CITY OF NAMPA
FINANCE DEPARTMENT

Vikki Chandler - Finance Director
(208) 468-5737

March 7, 2016

TO: Council

CC: Mayor Bob Henry

FR: Vikki Chandler, Finance Director

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TECHNOLOGY CONSULTING

WE TRUST THERE IS A BETTER WAY

February 25, 2016

STATEMENT OF WORK

Business Process Assessment - Finance, Utility Billing, Budget, Payroll & Human Resources

City of Nampa

TAILORED SERVICE

At Eide Bailly, we do not use a "cookie-cutter" approach. We tailor our services to meet the unique needs of each client.

Current Situation

As the City of Nampa plans for its eventual replacement of its current Finance and Utility Billing software (Springbrook), Budget Module, and its Payroll and Human Resources solution (UltiPro), the City is seeking to improve its existing business processes. By implementing process improvements now, the City is expecting to simplify the future solution replacement and the associated change management efforts that will be necessary with the implementation of new business solutions.

Description of Services

Eide Bailly will deliver a business process assessment for the City of Nampa that is focused on reviewing some of the City's business processes, flow of information and paperwork, and communication methods to determine whether there are any potentially inefficient processes where optimizations can be used to improve efficiency and position the City for future business software changes. These services will include diagramming core business process flows within the Finance Department, Human Resources and Information Technology Department.

This assessment will provide the City of Nampa with a visualization of current business processes, roles and responsibilities of key personnel, as well as the use of business applications and technology. Future or 'To-Be" processes will also be defined to provide visualization for process improvements.

Eide Bailly will work with the City of Nampa to complete the following:

- Interview key management and functional area stakeholders in the areas of:
  - Finance
  - Payroll & Human Resources
  - Information Technology

- Perform detailed walk-throughs of in-scope processes to develop current and future process flow diagrams for processes identified below. Up to 16 core processes will be diagrammed within the scope of this assessment. Those processes are anticipated to include:
    - Finance
        - Accounts Payable
        - Utility Billing
        - Accounts Receivable / Cash Receipts
        - Cash Management
        - General Ledger
    - Payroll & Human Resources
      Up to *six* payroll and HR processes will be reviewed and may include processes such as:
        - Hiring & orientation process
        - Termination process
        - Time & attendance / timesheet processing
        - Payroll processing
        - Performance management
        - Learning management / training
    - Information Technology
      Up to *three* IT specific processes will be reviewed:
        - IT purchasing
        - Inventory
        - Timesheet processing
        - In addition, processes for importing data / integration as well as reporting processes requiring IT for the above functional areas will be reviewed in those functional area discussions
- Obtain any existing policy/procedure documentation of business processes and accounting procedures.

Eide Bailly will utilize the information collected from interviews and walkthroughs to develop current and future process flow diagrams which will provide a visual representation supporting our process improvement recommendations. We will also develop a report of recommendations and a prioritized action plan for implementing the suggested process improvements.

Deliverables

Our deliverables will include the following:

- Current and future process flow diagrams for up to 16 core processes
- Report of process improvement recommendations
- Prioritized action plan for implementing process improvement recommendations along with estimated costs where identifiable

“

Each individual we work with at Eide Bailly has specialized knowledge and expertise in their field; they understand best [redacted] perspective from experiences working with a variety of clients nationwide.

TIM SANDEN | CIO, VP OF IT
CASS COUNTY ELECTRIC

Estimated Timeline

The estimated timeline/duration for the services described in this Statement of Work is approximately four weeks. This is dependent upon availability of City of Nampa and Eide Bailly personnel.

Professional Fees

We propose the following fixed fee plus travel time and expenses based on our understanding of the scope of work and the level of involvement of City of Nampa's staff:

PROFESSIONAL FEES	FIXED FEE + TRAVEL TIME & EXPENSES
Planning, Interviews & Process Walk-throughs	$14,000
Current Process Diagramming & Review	$15,500
Future Process Diagramming & Review	$8,000
Recommendations Report & Review	$8,040
Fixed Fee	$45,540
Travel time (one trip) not to exceed	$2,000
Travel expenses (one trip) not to exceed	$3,100

Travel time and expenses will be billed in addition to the above fixed fee of $45,540. Total travel time for consultants will not exceed $2,000 per trip (one trip expected). Total travel expenses will not exceed $3,100 per trip (one trip expected).

Key Assumptions

- We expect up to four days onsite at the City of Nampa's main office location to perform the initial discussions and walk-throughs with six to seven process owners within Finance, Utility Billing, Payroll, HR and IT. Group interviews will be utilized where appropriate and conference calls will be utilized for any remote stakeholders providing input.
- A maximum of 16 core processes will be diagramed for the scope of this project. The specific identification of these 16 processes will be finalized with management at the start of the engagement.

- The final deliverables and report of recommendations will be reviewed with City of Nampa leadership via web meeting. An onsite meeting may be substituted at the client's request.
- The scope of this assessment does not include a detailed review of the configuration of any business applications, the network infrastructure, or information security.
- Work will be performed both on and offsite from the client's location utilizing two consultants.
- It is expected that this project will require one onsite trip to the client's location for up to 2 consultants. Should additional trips be requested, the travel costs would be agreed to prior to travel arrangements being made.
- Travel time is billed in addition to the above fixed fee and is billed from the consultant's home office at $85 per hour. Travel time per trip will not exceed $2000.
- Reasonable travel expenses are billed as incurred. Travel expenses include hotel, car rental/gas or mileage if no car rental, airline tickets/bag fees, per diem meals, and parking fees. Travel expenses per trip will not exceed $3100.
- This statement of work is valid for 45 days from the date on the cover page.

THE EIDE BAILLY DIFFERENCE

Our professionals deliver [illegible] advice beyond what is normally experienced in the technology consulting industry. We are

working with Eide Bailly.

Details of Engagement

This schedule shall be effective as of February 25, 2016 and remain in effect until terminated by mutual agreement of both parties.

The services set forth are to be provided to City of Nampa in accordance with, and are subject to, the terms and conditions of the Master Service Agreement between Eide Bailly LLP and City of Nampa.

Signatures

IN WITNESS WHEREOF, the parties have duly executed the Agreement as of the day and year first written above.

City of Nampa

_____

_____
Printed Name

_____
Date

Eide Bailly LLP

_____
Shelley Earsley | Partner

_____
Date

Team Profiles

Shelley L. Earsley, CPA, PMP

Partner

Knowledge and Experience

- Provides leadership for organizations working through their business and technology initiatives, organizational design assessments and implementation projects.
- Performs strategic business and information technology planning, solution selection and analysis, business process and system reviews, requirements definition, gap analysis and integration strategy for clients in a variety of industries.
- Extensive experience as a business analyst and change agent, eliciting, planning and managing requirements, communicating with business and technical stakeholders, designing solutions, processes, and business models that create operational efficiencies and value for technology investments.
- Led the solution selection for a large structural steel company, bringing multiple locations into an environment where common systems and business processes would streamline operations and provide visibility to real-time data for decision making.
- Facilitated the successful software selection, requirements gathering and system evaluation of a Human Resources Management System for a hospitality company with 180 hotels in 26 states.
- Performed a software selection for an accounting, inventory management, sales and purchasing solution for one of the nation's largest independently held oil field services companies.
- Led the solution assessment, requirements gathering, evaluation and selection of a comprehensive ERP system for a large dry ingredients processor.
- Assisted a University's Student Health Department in selecting and implementing an integrated practice management and electronic medical records solution from requirements definition, through an RFP process, vendor demonstrations, product demonstrations, vendor negotiations and implementation project management.
- Significant experience with enterprise applications, ERP, MRP, HRMS, CRM, Practice Management, EMR, accounting and industry specific business solutions for organizations of all sizes.

Professional Memberships

- American Institute of Certified Public Accountants
- North Dakota Society of Certified Public Accountants
- Project Management Institute

Designations & Licensures

- Certified Public Accountant
- Project Management Professional

Education

- Bachelor of Accountancy – University of North Dakota, Grand Forks
- Associate Certificate, Business Analysis – Auburn University
- Certificate in Business Process Management -- Auburn University

Charles P. Webb

Technology Consultant

Knowledge and Experience

- Conducts business and system analysis and requirements projects, as well as process improvement projects and solution selection engagements.
- Involved in technology projects across various industries such as health care, software, telecom, manufacturing and energy.
- Provided clients with design, development and implementation strategies and solutions focusing on ERP, CRM, SFA, BI and e-Commerce.
- Experienced in systems integrations, information technology projects as well as project management in both private and public sectors.
- Acts as a liaison between business objectives and technical teams.
- Utilizes project management and implementation methodologies such as waterfall and agile.
- Assists businesses in implementing effective change management programs.
- Served as a business analyst for a Fortune 500 communications company, and an analyst for a health care technology solutions practice.
- Assisted a global software company with a CRM migration, ERP integration and customer service strategy.
- Designed and implemented a data warehouse and BI project for a national grocer.

Professional Memberships

- Rocky Mountain NetSuite User Group
- Dynamics CRM User Group

Education

- Bachelor of Arts, Economics -- University of Denver, Colorado

CULTURE

THE FOUNDATION OF SUCCESS

Caring for our external and internal clients
with a passion to go the extra mile.

Respecting our peers and their
individual contributions.

Conducting ourselves with the highest level
of integrity at all times.

Trusting and supporting one another.

Being accountable for the overall success
of the Firm, not just individual or office success.

Stretching ourselves to be innovative and
creative, while managing the related risks.

Recognizing the importance of maintaining
a balance between work and home life.

Promoting positive working relationships.

And, most of all, enjoying our jobs …
and having fun!

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www.eidebailly.com

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 disposal of certain property that the City no longer has use for; and

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

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

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

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

RESOLVED this 7th day of March, 2016.

Approved:

_____
MAYOR ROBERT HENRY

ATTEST:

_____
City Clerk

CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST

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

Disposal Method Code	Use Category	Qty.	Description of Item	Cond. Code	Estimated Value
05	Nampa PD CID Property	1	2001 Epson Powerlite 50c Overhead Projector	U	$0

Disposal Method Codes:

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

Condition Codes:

E Excellent
G Good
F Fair
R Repairable
U Unusable

Requesting Department: Nampa Police		Received By:
Requesting Person Name (Print): Cpl Clint Wilber		Date Received:
Requesting Person Signature:	Date 02/25/16	

March 7th, 2016

Reward of RFP for 50 additional/replacement body worn cameras for the Police Department in support of the City of Nampa

Executive Summary:
Many of the existing body worn cameras are broken and nearing the end of their usable life, having been in use for more than 5 years.
The Police Department published an RFP for 50 additional cameras, and received 4 responses.
Of those, two were disqualified due to not meeting the RFP specifications. Attached is the rating sheet of the 4 RFP respondents from the Selection Committee.
If you have any questions, we would be happy to answer them at your convenience.

Recommendation:
Based on the responses provided, feedback from the officers, and our analysis of the products those vendors can provide to our unique enterprise infrastructure, the IT Director and Chief of Police recommend that we
proceed with notice of award to Watch Guard Technologies and begin negotiations on final pricing and contract terms and conditions.

Legal Disclaimer:
The IT Department consulted with the City Attorney to ensure that the evaluation and rating criteria were in line with all procurement regulations and best practices.

	Hackett	Lawmen/MES	VieVu	Watch Guard
Demonstrated performance of proposed system, system maintenance, system updates, and ongoing technical support.	N/A	4	N/A	5
Quality, clarity and responsiveness of proposal in conformance with instructions, conditions, and format contained herein.	N/A	5	N/A	5
Functional and Technical requirements (RFP Section V).	N/A		N/A	
Video Storage and Sharing – Software must have the ability to be installed on premise and have video stored on premise. The audit log for the video should maintain an audit trail for the video when it is exported, viewed or downloaded by the recipient.	N/A	5	N/A	5
Back Office Server Software - System must show pricing for the back-office server software. Server software must be Windows Server 2008 R2 64-bit / Windows Server 2012 / 2012 R2 compatible and utilize Microsoft SQL Server 2008 R2 Standard / Microsoft SQL Server 2012 for its database backend.	N/A	4	N/A	5
One Year Warranty - Warranty shall be a minimum of one (1) year from the date of shipment. The warranty must cover the battery.	N/A	5	N/A	5
Video Transfer and Charge Mechanism – Camera must use a non-proprietary USB cable connected to Docking Base to charge and transfer video to the back office application.	N/A	5	Disqualified - Does not meet requirements of RFP.	5
Video Redaction – System must have the ability to do "smart redaction" which must be included in the system software package.	Disqualified - Does not meet requirments of RFP.	4	N/A	5
Installation, implementation, and training plans.	N/A	5	N/A	5
Vendor financial stability.	N/A	5	N/A	5
Cost and quality of software/implementation services.	N/A	4	N/A	5
Potential on-site demonstrations and visits to client sites.	N/A	5	N/A	5
Ability to provide an integrated, all-in-one system that includes the most modules and expandability.	N/A	4	N/A	5
TOTALS:	N/A	55	N/A	60

SCALE

1 = Does not meet requirement at all
2 = Does not meet requirement, but future update will address
3 = Does not meet requirement, but work around or alternate option
4 = Meets requirement in almost all respects
5 = Fully meets requirement.

131 Constitution Way Nampa, Idaho 83686 Phone (208) 468-5858 Fax (208) 465-2282

MEMORANDUM

TO: Mayor Henry and Nampa City Council
FROM: Darrin Johnson, Parks and Recreation Director
RE: Indian Creek Maintenance Task Order
DATE: March 7, 2016

A segment (see attached illustration) of the Indian Creek pathway has been significantly damaged by erosion. Stormwater does not drain properly and the pathway has become flooded in heavy rain causing ongoing damage. Without repairs the stability and safety of the existing trail is threatened.

The City of Nampa received a Recreation Trails Program Grant. The grant funding will allow us to move forward with a project that will repair the trail issues. The project is estimated to cost $177,903 and the grant will cover $97,903 of the project. Construction is expected to begin in the fall of 2016 or spring of 2017.

Included in the grant application was the design and project management for the project. Attached is detail and scope of design work. We request action from Nampa City Council to approve the task order with TO Engineers for the amount of $32,066.

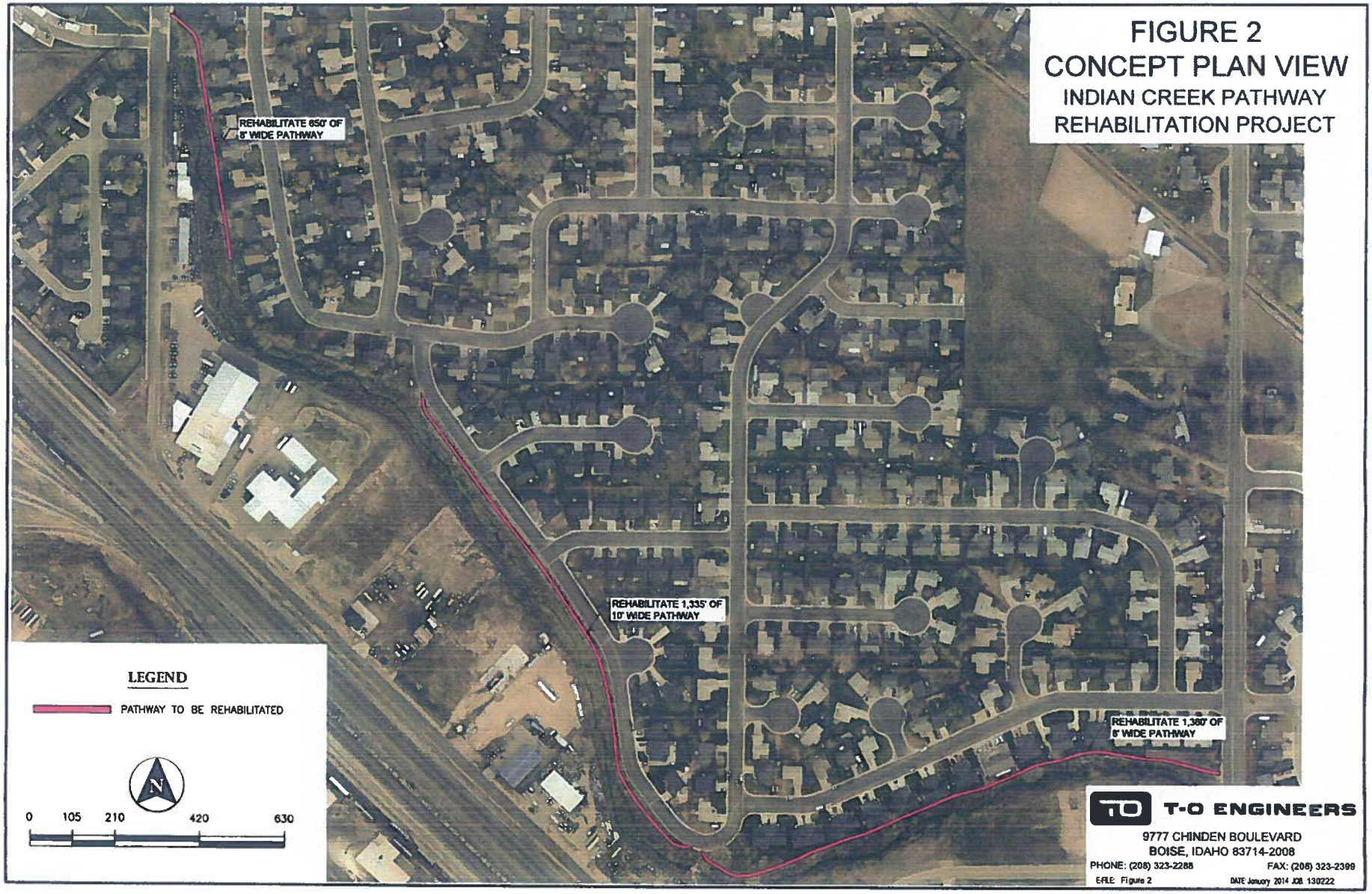


FIGURE 2
CONCEPT PLAN VIEW
INDIAN CREEK PATHWAY REHABILITATION PROJECT

T-O ENGINEERS
9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2008
PHONE: (208) 323-2288 FAX: (208) 323-2399

E-FILE: Figure 2 DATE: January 2014 JOB: 130222

TASK ORDER NO. T301 FOR PROJECT NO. 130031 AND/OR

PROJECT NAME INDIAN CREEK PATHWAY MAINTENANCE PROJECT ENGINEERING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES TERM AGREEMENT FOR CITY OF NAMPA

Consultant Project No. _____

THIS TASK ORDER, entered into this 19th day of January 2016, between The City of Nampa, Canyon County Idaho, hereinafter referred to as the CITY, and **T-O ENGINEERS, INC.,** hereinafter referred to as the CONSULTANT, is subject to the provisions of the Miscellaneous Professional Services Term Agreement, dated January 1, 2015, hereinafter referred to as the AGREEMENT.

WITNESSETH:

WHEREAS, the CITY intends to **rehabilitate 0.64 miles of multi-use pathway along Indian Creek between Sugar Street and King Road,** 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 Indian Creek pathway Maintenance Project Engineering Services Scope of Work dated January 19, 2016.**

MISCELLANEOUS PROFESSIONAL SERVICES CONTRACT

SCHEDULE OF SERVICES TO BE PERFORMED:

CONSULTANT will perform said services in approximately **350** calendar days related to this TASK ORDER.

BASIS OF FEE AND BILLING SCHEDULE:

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

$32,066 T&M NTE

Remarks:

TASK ORDER NO. T301 FOR PROJECT NO. 130031 AND/OR

PROJECT NAME INDIAN CREEK PATHWAY MAINTENANCE PROJECT ENGINEERING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES TERM AGREEMENT FOR CITY OF NAMPA

IN WITNESS WHEREOF, the parties hereto have executed this TASK ORDER NO. **T102** as of the day and year first above written.

CITY
City of Nampa
Parks and Recreation Department
131 Constitution Way
Nampa, ID 83686

CONSULTANT
T-O Engineers, Inc.
332 Broadmore Way
Nampa, ID 83687

City of Nampa

APPROVED BY:

Consultant Name & Address:
T-O Engineers, Inc.
332 Broadmore Way
Nampa, ID 83687

Robert Henry, Mayor Date
(If over $25,000)

Signature Date

ATTEST:

Print Name & Title

Deborah Bishop, City Clerk Date

Signature Date

APPROVED BY:

Print Name & Title

Darrin Johnson Date
Parks and Recreation Director

CONTRACT AMOUNT: **$32,066 T&M NTE**

TASK ORDER NO. **T301**

GL CODE:

T-O Engineers for the City of Nampa
Indian Creek Pathway Maintenance Project Engineering Services
Nampa Project #130031
Scope of Work
January 19, 2016

DETAILED SCOPE OF WORK

The following is a scope of work for professional services for the City of Nampa to be performed by:

David N. Sterling, PE – Project Manager
T-O Engineers
2471 S. Titanium Place
Meridian, ID 83642
208-323-2288

The Indian Creek Pathway Maintenance Project (Project) generally consists of the design and construction of 0.64 miles of multi-use pathway along Indian Creek beginning at King Road on the East and ending at Sugar Street. The pathway is completely located within City of Nampa property or existing pathway easements.

This scope of work consists of the following five (5) major work tasks. Each is further subdivided into manageable subtasks detailing the work efforts required by the project.

Task 1 – Project Management
Task 2 – Survey
Task 3 – Final Design
Task 4 – Bidding Assistance
Task 5 – Construction

This scope of work assumes the following general assumptions based on discussions with City staff and other available information.

General Assumptions:

a. Indian Creek is not under the jurisdiction of any irrigation district or other permitting agency.
b. The pathway will be located within city owned property or existing pathway easements and no permission from private property will be required.
c. City of Nampa staff will handle all coordination with private property owners, if needed.
d. City of Nampa will supply GIS information, right of way, parcel boundaries and City Utilities.
e. City GIS topography is limited to 2-foot contours. This will require additional surveying of cross sections of the creek and pathway for design and verification of City provided contours.
f. No utility relocations are expected. Utilities will be retained and protected. Utilities will be contacted and accommodated as necessary.

The work tasks are as follows:

Task 1 – Project Management
This task consists of the daily project management of the Indian Creek Pathway Project as well as review meetings.

Subtasks are as follows:

1.1 City Coordination
Coordinate with the City of Nampa Parks Department to answer any questions related to plans or specifications throughout the design and construction process.

1.3 Monthly Tracking/Scheduling/Reporting
T-O will provide monthly updates to City staff on task progress, expenditures, and project schedule. Expenditures for each of the five tasks will be outlined. This scope assumes 9 months of tracking for Design, Bidding, and Construction phases.

Task 2 – Survey
This task consists of supplemental surveying for final design. Subtasks are as follows:

2.1 Topographic Survey
Survey the following:

- Drainage Swale, piping, pathway and creek bank
- Above ground utilities
- Utility locations as marked by Digline in road right-of-way
- Benchmarks for survey control will be placed for use during construction survey near the culverts and drop inlets.
- Incorporate City-provided GIS data (utility data)
- Contact Utilities to obtain utility maps and incorporate into base maps
- Monument Survey - Per Idaho Code 55-1613, all property controlling corners, accessories to corners, as well as benchmarks established and points set in control surveys by agencies of the United States government or the State of Idaho shall be located by field search and survey prior to any construction activities. Construction documents or plans prepared by professional engineers shall show the existence of such monuments and shall be reestablished and remonumented at the expense of the agency or person causing their loss or disturbance.

  T-O will survey these monuments. No disturbance to these monuments is anticipated. Should monuments be located within the project disturbance area, T-O Engineers will alert the City of Nampa and show the monuments on the plans.

  No resetting of these monuments is anticipated or provided in this scope.

Assumptions:

a. No traffic control plan for survey will be required.
b. City will provide GIS mapping to be used for design that will include property lines, easements, city utilities and roadways.

2.2 Create Base Map

Create a project base map with the survey information and previously provided City GIS data gained from subtask 2.1.

Task 3 –Design

T-O will create a construction plan set to submit to the City of Nampa Parks Department for review and approval.

General Assumptions:

1. Plan sheets will include plan views, typical sections and details with no profiles of the pathway needed.
2. Pathway drainage will consist of culverts and/or swales.
3. Preparation of one set of Construction Plans.
4. T-O will coordinate the submittal of a Floodplain Development Permit with the City of Nampa Engineering Department.
5. T-O will coordinate the submittal of the NW 404 permit with the USACE.
6. T-O will coordinate submittal of the plans and one review meeting with the City of Nampa parks Department.

Subtasks are as follows:

3.1 Pathway Final Design

T-O will use the grant application documents as the basis for final design and complete construction plans. Plans will include plan view layout, typical sections, drainage and details. Assumed Sheets; (1) Cover Sheet with Notes, (1) Overall Layout Sheet, (3) Plan View Sheets at 1"=40' scale, (1) Typical Cross Section and Details Sheet.

3.2 Drainage Design

Design of drainage swale improvements along South Taffy Drive to prevent storm water from undermining pathway. This is anticipated to be 2-3 catch basins and culverts to Indian Creek. No sub surface seepage beds are anticipated.

3.3 Erosion & Sediment Control Plan

T-O Engineers will complete a Storm Water Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) plan per City of Nampa Standards. Because the disturbance area is assumed to be greater than 1 acre, an EPA NPDES construction permit is required. The contractor will complete the required NOI and NOT.

3.4 City of Nampa Floodplain Development Permit

T-O will prepare and submit a Floodplain Development Permit for work within the Indian Creek Floodplain and Floodway. This will include a "No-Rise" analysis.

3.5 USACE 404 Permit (NW-42)

T-O will prepare and submit a Nationwide 42 404 permit to the USACE for approval of any work within Indian Creek. This is anticipated to be limited to the drainage culverts, outlet protection, and bank stabilization. This scope assumes that the project qualifies for

a Nationwide 42 permit and that disturbance will be limited to less than 0.10 acres and no mitigation will be required.

3.6 Dry Utility Coordination

Coordinate with dry utilities in order to retain and protect them. This scope assumes no relocation of utilities will be necessary. No potholing to determine exact locations is included in this scope.

Assumptions:

1. Dry utilities will provide maps of locations and locate utilities via paint marks on pavement. These will be shown on the plans.

3.7 Updated Cost Estimate

Compile a list of bid items, estimate unit costs, and calculate total estimated cost of construction. This is meant as a budgeting tool. Actual Contractor's bids may vary from estimated cost.

3.8 Schedule

Prepare an estimated schedule of construction activities to determine the approximate amount of time to specify in the City of Nampa contract documents. Update design schedule for Final Design completion, Bidding, and Construction.

3.9 Final Design Review

Submit to the City for Final Design Review. Meet with City staff to discuss and resolve comments and necessary design issues. City will complete review and schedule review meeting within 5 business days.

3.10 Revise & Resubmit Plans

Incorporate City comments into the plans & bid sheet, and resubmit for final approval. Provide a list of all City comments and how they were addressed.

3.11 Geotechnical Report (via subcontractor)

Excavate 3 borings within the existing pathway to verify existing pathway section. Geotechnical Report will contain soil log, groundwater level, and pavement section design recommendation (subcontractor proposal attached)

Task 4 – Bidding Assistance

This task consists of assisting the City in their effort to administer the bidding of this project.

Assumptions:

1. One bid package will be necessary for this project.
2. Consultant will provide bid schedule, technical specifications, special provisions, supplemental conditions and drawings. City will provide front end and other bid documents.
3. All Construction Specifications will be incorporated into Construction plans. ISPWC specifications are anticipated to be used.

Subtasks are as follows:

4.1 Prepare Bid Packet

Prepare a Bid Packet including Bid Sheet, front end documents (to be provided by City of Nampa) and specifications for distribution to Contractors. T-O will prepare a public notice for the City of Nampa to review and publish in local paper. T-O will post the project bid documents on the T-O Engineers Plan Room Website for contractors to access.

4.2 Pre-Bid Meeting

T-O personnel will administer the pre-bid meeting and create an agenda. City of Nampa personnel will attend the meeting. Meeting will be held at the City of Nampa Recreation Center.

4.3 Prepare Addendum

This scope assumes one addendum to be prepared and distributed on a predetermined date to answer any necessary questions that arise during the pre-bid meeting. Addendum will be posted to the T-O Plan Room Web site.

4.4 Award Bid

Attend bid opening, which City personnel will officiate. Work with City to review bids for compliance and award bid. T-O will prepare the contract award document and transmit to City Staff for review. City staff will be responsible for gathering all signatures and Council presentations. Non-responsive bidders or protests are not anticipated in this scope and estimate.

Task 5 – Construction

This task consists of managing and administering the construction of the project. Subtasks are as follows:

General Assumptions:

1. Contractor will provide their own construction staking as part of their contract.
2. Contractor will provide testing company and testing results as part of their contract.
3. Contractor will provide one clean redlined set of drawings showing any significant changes to design plans.

5.1 Pre-Construction Meeting

T-O personnel will administer and run the preconstruction meeting. City of Nampa personnel will attend pre-construction meeting and provide T-O with their standard agenda.

5.2 Construction Observation

Observe construction activities on as-necessary basis, and as requested by City of Nampa. Inspection time approximated at 2 hour every other day for 25 days and additional time for special items such and culvert and storm drainage installation.

5.3 Construction Records

T-O will establish and maintain project files and construction logs. T-O will provide review of contractor's pay requests, change orders and changes in quantity, in conjunction with City of Nampa. Coordinate with the City regarding general administration of construction activities. As with any construction project, the budget number for this item may vary depending on the Contractor. This item also includes creation of a punch list and final walk-thru with Contractor and City.

5.4 As-Built Plans

Contractor will be required to provide the City of Nampa and T-O with a clean, redlined set of as-built drawings at the conclusion of the project. T-O will provide the City of Nampa with a set of as-constructed set of drawings showing any major changes. (Submittal will include 1 full size mylar, AutoCad files, PDF copy, and 3 paper copies.)

Milestone Schedule:

Notice to Proceed	January 25, 2016
Task 2 – Survey	February 5, 2016
Task 3 – Design (Final Design) complete	April 8, 2016
Task 4.1 – Out to Bid	May 9, 2016
Task 4.4 – Award Bid	July 18, 2016
Pathway Construction	Aug-Sept 2016
As-built Plans	Oct 2016

A Project Budget has been provided along with this scope. This is a time and material contract with a not-to-exceed amount. Consultant will not exceed estimated project budget without prior approval from City of Nampa.

T-O Engineers for the City of Nampa
Indian Creek Pathway Maintenance Project Engineering Services
Project #130031
Project Budget
January 19, 2015

Task No.	Description of Work	Total Man-hours	Project Manager	Engineer	Surveyor	Clerical	Unit Item Costs	Subtotals
1	Project Management							$ 2,618.00
1.1	City Coordination	12	8	4				
1.2	Monthly Tracking/Scheduling/Reporting	18	9			9		
2	Design (Conceptual Planning)							$ 2,970.00
2.1	Topographic Survey	18	2		16			
	GPS Unit (14 hours @ $55)						$ 770	
2.2	Create Base Map	10	2	8				
3	Design (Final Design)							$ 14,660.00
3.1	Pathway Final Design	40	8	32				
3.2	Drainage Design	24	8	16				
3.3	ESC Plan	10	2	8				
3.4	FPDP	8	4	4				
3.4	USACE 404 Permit (NW-42)	10	4	6				
3.5	Dry Utility Coordination	5	1	4				
3.6	Cost Estimate	6	2	4				
3.7	Schedule	4	2	2				
3.8	Final Design Review	8	4	4				
3.9	Revise & Resubmit Plans	12	4	8				
3.10	Geotechnical Report	2	2					
	Geotechnical Subconsultant (GeoTek, Inc.)						$ 3,990	
4	Bidding Assistance							$ 4,954.00
4.1	Prepare Bid Packet	22	8	12		2		
	Misc Copies, Postage, Website Posting Etc.						$ 750	
4.2	Pre-Bid Meeting	8	4	4				
4.3	Prepare Addendum	8	4	4				
4.4	Award Bid	10	6	4				
6	Construction							$ 6,864.00
5.1	Pre-Construction Meeting	8	4	4				
5.2	Construction Observation	48	8	40				
5.3	Construction Records	22	8	14				
5.5	As-Built Plans	8	2	4		2		
	Total Estimated Hours	321	106	186	16	13		$ 32,066.00

A. Summary of Estimated Labor Costs

Personnel	Man-hours	Rate	Extension
Project Manager (Sterling)	106	$ 110.00	$ 11,660.00
Engineer (Daniels)	186	$ 70.00	$ 13,020.00
Surveyor (Napier)	16	$ 75.00	$ 1,200.00
Clerical (VanMetre)	13	$ 52.00	$ 676.00
Total Estimated Labor Costs	321		$ 26,556.00

B. Summary of Estimated Direct Expenses

GPS Unit	14 hours @	$ 55.00 =	$ 770.00
Production Copies, Postage, Misc.			$ 750.00
GeoTek, Inc.			$ 3,990.00
Total Estimated Direct Expenses			$ 5,510.00

TOTAL ESTIMATED PROJECT COSTS $ 32,066.00

Time & Material Not To Exceed

GeoTek, Inc.
320 East Corporate Drive Suite 300 Meridian, ID 83642-3511
(208) 888-7010 (208) 888-7924 www.geotekusa.com

January 19, 2016
P0-0100416-ID

T-O ENGINEERS
2471 S. Titanium Place
Meridian, Idaho 83642

Attn: Dave Sterling, P.E.

Subject: Proposal for Geotechnical Evaluation for the "City of Nampa - Indian Creek Pathway Project" - Approximately 0.64± Mile Pathway Along the Indian Creek Lateral, Nampa, Idaho

In accordance with your request, GeoTek, Inc. (GTI) is pleased to submit this proposal to evaluate the geotechnical conditions for pavement design within the subject property. Our proposal is based upon a field reconnaissance of the site performed to evaluate surface conditions, previous experience in the area, a review of geologic maps and available publications in our library.

SITE CONDITIONS AND PROPOSED DEVELOPMENT

Geologically, the exposed surface materials are consolidated sediments that consist typically of a various mixtures of silt, clay, sand, gravel, cobble, and boulder sized materials. It is our understanding that site development would consist of performing typical cut and fill earthwork to attain the desired graded configuration(s) for the rehabilitation of a 0.64+/- mile walkway with associated improvements.

PURPOSE AND SCOPE OF SERVICES

Per the email request of Dave Sterling of T-O Engineers, the following is a list of geotechnical concerns that will be considered during our site evaluation.

* Verify existing pathway asphalt thickness, aggregate base thickness, and subgrade soils
* Anticipated thickness of pavement sections -pedestrian traffic with occasional light duty pickups.
* Assessment of engineering properties of the onsite materials.
* Infiltration rates of onsite soils.
* Groundwater observations.

Based on the information provided to date, this preliminary evaluation of the site can be separated into three phases; 1) Field Exploration, 2) Laboratory Testing, and 3) Report Preparation. The scope of services and associated costs of the phased work are outlined and discussed in the following sections.

1) Field Exploration:
We propose to utilize a rubber-tired truck-mounted hollow-stem auger drill rig to advance four (4) exploratory borings to a minimum depth of ten feet below existing ground surface. During subsurface exploration, an initial ground water measurement will be recorded. A representative of GTI will conduct a percolation test in one of the boring locations (approximately 2 to 7 feet below existing ground surface). The borings will be continuously logged by one of our field personnel.

Borings	40 ft. x $35/ft.	$	1,400.00
Field Professional	10 hrs. x $90/hr.	$	900.00
	Subtotal	$	2,300.00

2) Laboratory Testing:
Laboratory testing would be performed on collected soil samples to possibly determine laboratory compaction standards, in-situ moisture and density, soil compressibility and coefficient of consolidation, direct shear strength, material gradation, Atterberg Limits, soil expansion potential, and chemical soil analysis. The purpose of laboratory testing would be to determine the chemical and engineering properties of the soil, so that geotechnical recommendations can be provided regarding; site preparation and removals, chemical soil heave, concrete type, conventional foundation design parameters, and post-tensioned slab parameters. The estimated cost for laboratory testing phase of site evaluation is outlined below.

Laboratory Technician	20 hrs. x $ 50/ea.	$	1,000.00
	Subtotal	$	1,000.00

3) Report Preparation:
Based on the information obtained from the above phases of site evaluation, GTI could initially consult with the client and their other consultant(s) outlining the geotechnical concerns of project design as they interrelate to existing conditions. Based on this interaction between the consulting team and where planning flexibility allows, earthwork grades could be adjusted to minimize the impact of the geotechnical concerns. In addition, GTI would notify the client if any special geologic features are encountered during our field study so that the project surveyors may locate the identified hazards.

Once the above geotechnical services (Phases 2 & 3) are completed, a report will be prepared presenting our findings and conclusions. In addition, this report would provide guidelines to effectively mitigate the geotechnical concern(s) identified by presenting appropriate recommendations for site preparation, earthwork construction, foundation design/construction and development criteria. The estimated cost of report preparation is presented.

Principal Professional	1 hr. x $ 125.00/hr.	$	125.00
Staff Professional	5 hrs. x $ 95.00/hr.	$	475.00
Reproduction/Office Services		$	90.00
	Subtotal	$	690.00

TOTAL PHASES 1, 2 & 3 = $ 3,990.00

CLOSURE

GeoTek, Inc - Idaho

PROFESSIONAL SERVICES AGREEMENT
STORM WATER REPAIRS – TAFFY DR AND 67 PEPPERMINT

- In the major storm of 2013 29 stormwater locations were flooded or washed out. All emergency/imminent life safety repairs were made. The remaining repairs are addressed in the annual Asset Management cycle.

- For FY2016 two projects were identified at Taffy Drive and 67 Peppermint.

- The collection swale on Taffy Drive was constructed in 2003 to handle storm water from the Sugar Manor Subdivision No. 6 development. The swale was designed to allow storm water to infiltrate into the ground. Any excess storm water that cannot be infiltrated is discharged directly into Indian Creek. Over time the swale has filled in and eroded and can no longer function as intended. Additionally the swale is causing erosion damage to the adjacent pathway along Indian Creek.

- The Peppermint Drive storm water detention pond was constructed in 1993 to maintain pre-development discharge to Indian Creek with the Sugar Manor Subdivision No. 3 development. The pond is designed to collect storm water from the area and discharge it at a constant rate to Indian Creek. Over time the pond has filled in and it cannot contain an adequate volume of storm water. Additionally the collection system is deficient and prone to clogging which can cause flooding in the street.

- Mason and Stanfield Inc. have been selected by interview to design the project and assist the City with bid and construction requests for information.

- The Culvert Repairs projects have an approved FY16 Streets Division budget of $350,000

Design & Inspection	$	40,958
Construction Services Estimate	*$*	*25,000*
Construction Estimate	*$*	*284,000*
Total	**$**	**349,958**

- Mason and Stanfield Inc. has provided an initial Scope of Work and Labor Estimate to provide design and construction support services for $40,958 (Exhibit B)

- Construction services are expected to be provided by HDR.

REQUEST: Authorize Mayor and Public Works Director to sign Task Order and Contract to provide design and construction support services for the Storm Water Repairs – Taffy Dr and 67 Peppermint project in the amount of $40,958 (T&M N.T.E.).

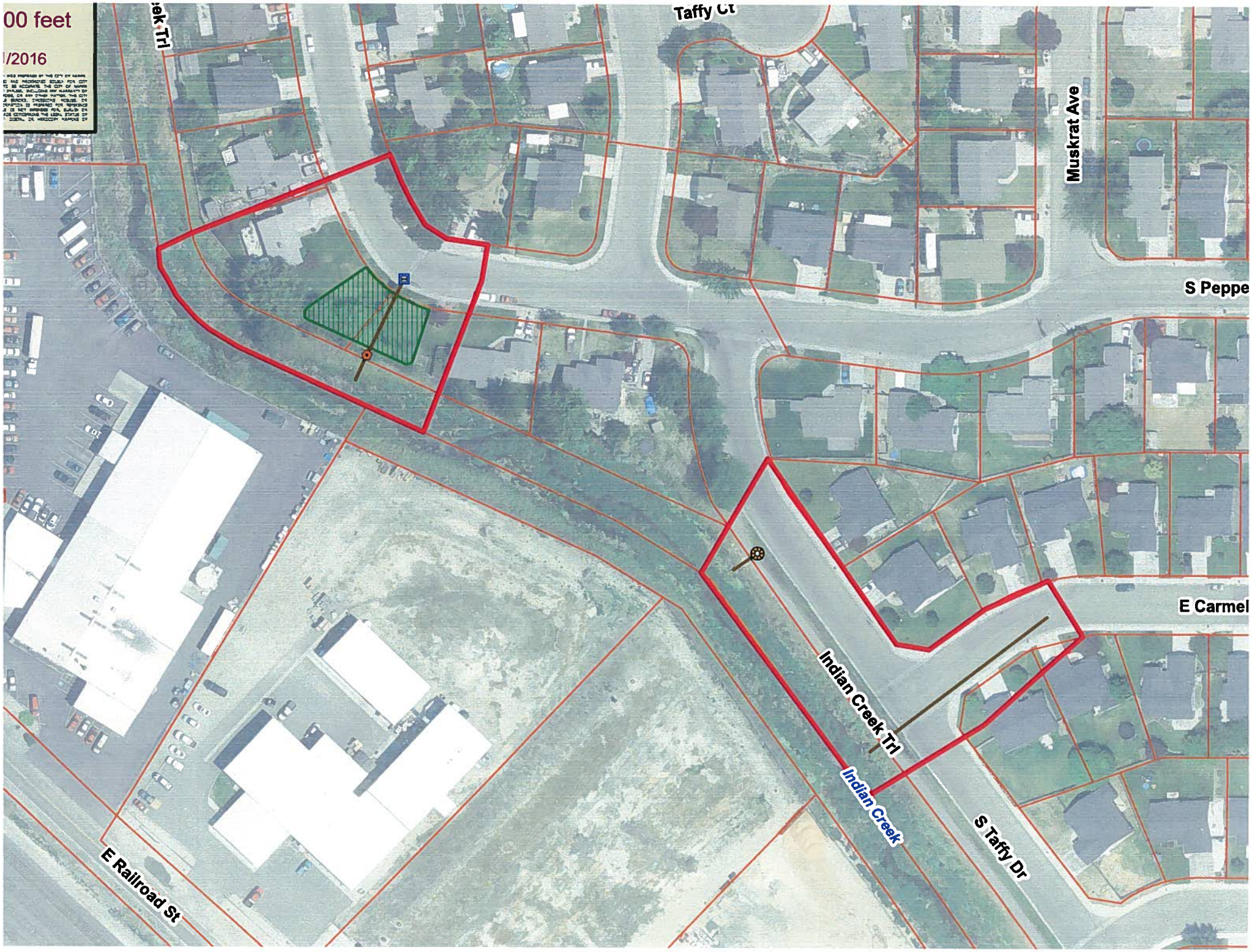

00 feet
/2016
Taffy Ct
Muskrat Ave
S Peppe
E Carmel
Indian Creek Trl
Indian Creek
S Taffy Dr
E Railroad St

Exhibit B

Mason & Stanfield, Inc.

Professional Engineers, Land Surveyors and Planners

826 3rd St. South, Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 454-0979
e-mail: wmason@mseng.us

February 18, 2016

City of Nampa
Brian Wright, E.I.T.
411 Third St. South
Nampa, Idaho 83651

Dear Brian,

RE: Peppermint-Taffy-Carmel Stormwater Detention Rehabilitation Projects
Scope of Work-*Revised 2-18-2016*

Per our discussions, Mason & Stanfield, Inc. offers *a revised* Scope of Work proposal for engineering design services related to the storm drain reconstruction improvements at the storm drain lot adjacent to South Peppermint Drive and the storm drainage swale along South Taffy Drive. *Our revisions are based on comments to our December 2, 2015 Scope of Work and clarification comments to our 1-27-2016, 1-28-2015, and 2-2-16 revised Scopes of Work.*

Mason & Stanfield Inc.'s project manager for this project will be William Mason, P.E. Please feel free to contact me with questions by phone at (208) 454-0256 or by email at wmason@mseng.us.

We appreciate the opportunity to work with the City. If you have any questions, please call me. Thank You.

Sincerely,

William J. Mason

William J. Mason, P.E.
Mason & Stanfield, Inc.

Exhibit B

Scope of Work

Date: February 18, 2016
Task Order Number:
Project Number: 03-1622
Project Name: Peppermint Dr./Taffy Dr./Carmel Ct. Project
Consultant Company Address: Mason & Stanfield, Inc. - 826 3rd St. So. Nampa, ID 83651
Consultant Project Manager/Contact Information: William Mason Ph. (208) 454-0256
Contract Amount: $40,958 (T/M NTE)
Duration: 60 days

Project Description and Assumptions:

The project consists of providing topographic surveying and engineering design for reconstruction and upgrades to the municipal stormwater drainage basin system at Peppermint Drive adjacent to Indian Creek and the stormwater drainage swale adjacent to Taffy Drive between the ribbon curb and the City's paved trail way adjacent to Indian Creek.

The Peppermint Drive upgrades include providing plan designs to re-grade the existing basin to detain the stormwater flows of the original design. In addition, structural upgrades will be designed. Upgrades will include adding sand and grease trap(s) adjacent to Peppermint Drive for ease of maintenance, adding a catch basin (type IV if possible) on the northerly side of Peppermint, replacing the existing catch basin with a type IV catch basin if feasible, design storm drain piping in place of the existing valley gutter cross drain, design an orifice outlet to discharge historical flow rates, and an overflow manhole with grated cover. Our surveyors will place lathe at the storm drainage basin easement lines for the adjacent property owners to view.

The Taffy Drive upgrades include providing structural designs to re-grade the swale adjacent to the Taffy Drive to reestablish the vehicle recovery zone, adding sand filter windows at various low point locations in the swale to facilitate percolation of pressure irrigation nuisance water, redesign the outlets from the swale to include below grade fabric covered perforated pipe into the outlet structures to facilitate drainage, we suggest providing additional outlet structures if allowable to prevent runoff water from flowing over the pathway and eroding the bank of Indian Creek.

Assumptions:
1. The stormwater runoff areas can be modified to detain the design storm event. If the area is insufficient, additional design work will need to be negotiated and an addendum to our scope of work may be necessary.
2. All improvements and construction staging will be within existing easements or rights-of-way. No additional easements will be necessary.
3. The City Engineering Department will provide ~~the original stormwater runoff calculations~~, record drawings, and known stormwater inlets and outlets to Indian Creek will be marked by City staff to enable our surveyors to complete additional topographic surveying that may be necessary in those locations.
4. The contractor will apply for the required ESCP permit.
5. The contractor will apply for the right-of-way permit.

1. Project Management

1.1. Kick Off Meeting - Mason & Stanfield, Inc. will conduct a meeting with City staff to discuss the project specifics, including project approach, available information, the stormwater runoff infrastructure, including discharge locations. We will record meeting minutes and provide City staff with minutes within 1 business day.

1.2. Council Meeting – We will prepare *1 (one)* Nampa City Council exhibit, and attend 1 (one) council meeting to answer questions.

1.3. City Meeting - We will schedule monthly progress meetings with City staff, prepare the meeting agenda, and record meeting minutes. We believe these progress meetings can be held concurrently with Project milestone meetings. *We estimate a total of 3 (three) progress meetings.*

1.4. Budget and Tracking - Monthly project reports indicating our expenditures to date, percent of budget spent and percent complete will be including with our monthly invoicing.

1.5. Additional Sub-Tasks (if necessary) – Mason & Stanfield, Inc. does not have information to conclude whether the stormwater storage areas are sufficient to provide adequate storage volume. Therefore we have not included fees for additional sub-tasks.

2. Design Services

2.1. As needed to Accomplish Project - Mason & Stanfield, Inc. will provide professional engineering design services and topographic surveying for the project. We will contact digline for utility line locates and will include any line locates if present at the time of our topographic

survey. Our surveyors will establish horizontal and vertical control, based on City of Nampa GPS control, for the project including temporary benchmarks.

We will meet with City staff after the topographic survey is complete to discuss whether the topographic survey reveals concerns and whether design concepts discussed at the kick off meeting are the best possible course of action to update the existing storm drainage systems. We also anticipate meeting with the City during the design process to gain input from City staff at the 50% complete plans and again at the 90% complete plans. We will provide construction cost opinions and timelines at the 50% complete plans and again at the 90% complete plans. Our plans will include the City required Erosion and Sediment Control Plans (ESCP) and narrative.

75% complete plans will be sent to the utility companies so the utilities may coordinate any relocation activities required related to the project.

We will provide special provisions for technical specifications not addressed by ISPWC or the City Standards, ISPWC and City Standards will be noted where applicable, a project cost opinion, and contract documents will also be provided.

2.2. Contract Documents – Mason & Stanfield, Inc. prepare contract documents based on the City provided template document(s) in Microsoft (MS) Word format.

2.3. Engineers Construction Cost Estimate – We will prepare cost estimates at critical milestones: Preliminary Design and Final Design milestones to be determined at Kick Off Meeting.

3. Bid Administration and Support

3.1. Bid Documents - Mason & Stanfield, Inc. will engage with the City in bid administration including providing 20 sets of bid documents and plans for the City to distribute.

3.2. Pre-Bid Meeting - We will prepare the agenda and conduct the pre-bid meeting with City staff and the interested parties and provide meeting minutes to the City within one business day.

3.3. Bid Administration - We will review bid comments, advise the City on requests for information, and prepare one addendum as necessary to address bidders' questions.

3.4. Bid Opening - We will *not* attend the bid opening, summarize the bids, review bidder qualifications, review the bids with the City, and make recommendations for awarding the bid.

4. Construction Engineering and Inspection, Administration Assistance

4.1. Pre-Construction Meeting – Mason & Stanfield, Inc. will attend the pre-construction meeting.

4.2. Construction Inspection – Others will observe construction activities to certify the construction meets the Idaho Standards for Public Works Construction and the City Standards.

4.3 Construction Administration - We will review and respond to contractor Requests for Information (RFI). *We will provide 1 (one) change order if necessary.*

4.4. Record Drawings – We will complete record drawing drafting. This will include drafting notes and revisions made during construction as noted by others as they will be completing construction observation and directing the contractor. Our record drafting work will add all pertinent information noted on the construction observers' drawings. We will not research observation notes to determine changes. Changes must be noted on drawings. We will provide record drawings to the City in PDF and AutoCAD electronic files, on mylar and provide three (3) print copies.

Project Schedule

(To include Kick-Off Meeting, Design meeting, Construction Start, Construction Completion and Other Milestone Dates)

Cost of Services

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

Project Management $ 9,000

Design $ 21,228

Bid Support $ *5,550*

CE&I $ *5,180*

Total Cost of Services: $ *40,958*

Attached is the labor estimate and cost summary.

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

Exhibit B

1. Project Management ($) 9,000

1.1-1.4 Meeting preparation and write-ups, kick off meeting (February 29, 2016 milestone), council meeting, progress meetings, and budget and tracking - Professional Engineer – 45 hours @ $130/hr ($5,850)
Recording meeting minutes, transcribing, and transmitting to the City – Engineering Technician - 30 @ $80/hr ($2,400)

2. Design Services ($) 21,228

2.1 Field Investigation, set control, and topographic survey - Survey Crew with GPS - 24 hours @ $167/hr – ($4,008)
Project surveyor oversight - Professional Land Surveyor – 4 hours @ $105/hr ($420)

2.1-2.3 Project design, project design meetings, 50% complete plans, construction cost opinion and proposed timelines (April 11, 2016 milestone), 90% complete plans, cost opinions, and proposed timelines, contract documents, engineer's construction cost estimate - Professional Engineer – 80 hours @ $130/hr ($10,400)
Design drafting – Engineering Technician – 80 hours @ $80/hr ($6,400)

3. Bid Administration and Support ($) *5,550*

3.1 Bid Documents - Prepare 20 bid sets (documents and plans) Engineering Technician - 4 hours @ *$80/hr ($320)*

3.2 Pre-Bid Meeting - Preparation, scheduling, and attendance - Professional Engineer - 5 hours @ $130/hr ($650)
Pre-Bid meeting recording meeting minutes, transcribing, and transmitting to the City – Engineering Technician - 2 hours @ *$80/hr ($160)*

3.3 Bid Administration - Review bid comments, prepare 1 (one) addendum, advise City on bid inquiries- Professional Engineer - 18 hours @ $130/hr ($2,340)

3.4 Bid Opening – W*e will not* attend bid opening, *we will however* prepare *a* bid summary, review bidder qualifications, assist City in reviewing bids, and make recommendation for award – Professional Engineer – 16 hours @ $130/hr ($2,080)

4. Construction Engineering and Inspection, Administrative Assistance *($) 5,180*

4.1 Pre-Construction Meeting Attendance - Professional Engineer –*4 hours* @ $130/hr *($520)*
4.2 Construction Inspection – N/A
4.3 Construction Administration - *Engineering Technician – 8 hours @ $80/hr; Professional Engineer - 24 hours @ $130/hr ($3,760)*
4.4 Record Drawings – *Engineering Technician – 8 hours @ $80/hr; Professional Engineer 2 hours @ $130/hr ($900)*

PROFESSIONAL SERVICES CONTRACT AGREEMENT
REQUEST FOR PROPOSALS FOR CITYWIDE FUEL

- The goal is to establish a citywide fueling contract with a vendor that offers multiple points of sale to be used by all city vehicles.

- Fleet Services estimates an annual citywide fuel purchasing cost of approximately $500,000.00.

- Fuel will be purchased by various divisions using current budget lines.

- On August 3, 2015 Council authorized Fleet Services Division to proceed with Request for Proposals (RFP) for a Citywide Fuel contract.

- The RFP was sent to four (4) potential fuel vendors:
    - Gem Stop Company
    - Jackson's Food Stores, Inc.
    - Maverik
    - Stinker Stores

- 2 proposal packets were received from Gem Stop Company and Maverik.

- The Evaluation Committee (Michael Fuss, Douglas Adams, Brad Daniels and Karl Malott) completed the evaluation process.
    - The committee recommended final selection of Gem Stop Company.

- Both proposals were for discounts of $0.10 per gallon. The primary determining factor was Gem Stop provided significantly more fueling locations.

- On November 16, 2015 Council accepted the final selection and authorized staff to proceed with negotiations.

- A contract (exhibit A) has been agreed upon and the City Attorney and staff recommend authorization.

REQUEST: Approve and authorize Mayor to sign Citywide Fuel Professional Services Contract Agreement with Gem Stop Co.

CITY OF NAMPA
City Wide Fuel
Project No. 15-1552

PROFESSIONAL SERVICES CONTRACT AGREEMENT

Supplier: **Gem Stop Co.**

Owner: **Fleet Services**, City of Nampa, Canyon County, Idaho, a municipal corporation

THIS AGREEMENT, made this 1st day of January, 2016, by and between the City of Nampa, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Gem Stop Co., hereinafter referred to as "Supplier", a corporation organized under the laws of the State of Idaho.

1. Scope of Services: Supplier shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Bid Proposal	Liability Insurance
Contract Agreement	Automobile Insurance
Specifications	Workers' Compensation
Acknowledgement	Professional Liability Insurance (Errors & Omission)

2. Time of Performance: All work and products described in the Scope of Services shall be completed within 365 days from the date hereof. The term may be modified by mutual written agreement of the parties.

3. Indemnification and Insurance: Supplier shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Supplier, it's servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of City or its employees. In addition, Supplier shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the City shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Supplier covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Supplier shall provide City with a Certificate of Insurance, or other proof of insurance evidencing Supplier's compliance with the requirements of this paragraph and file such proof of insurance with the City. In the event the insurance minimums are changed, Supplier shall immediately submit proof of compliance with the changed limits.

Supplier shall maintain automobile insurance with a limit of no less than $500,000 per occurrence for owned, non-owned and hired vehicles. If Supplier has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than $500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Nampa shall be named as an additional insured.

Additionally, the Supplier shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Supplier shall require the sub-Supplier to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Supplier and the Supplier's employees, agents, servants, guests and business invitees, and are acting as independent Suppliers and are in no way employees of the City.

4. Errors and Omission: Supplier will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code ($500,000).

Proof of all insurance shall be submitted to **City of Nampa, Engineering Dept. 411 3rd. St. S. Nampa, ID. 83651.**

5. Independent Supplier: In all matters pertaining to this agreement, Supplier shall be acting as an independent Supplier, and neither Supplier, nor any officer, employee or agent of Supplier will be deemed an employee of City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

6. Compensation: For providing fuel services as specified herein, the City agrees to pay to Gem Stop the price of fuel at the pump minus ten cents ($0.10) per gallon on unleaded regular fuel, unleaded premium fuel, and diesel #2 fuel, as is needed. Car washes will be purchased, as needed, at two dollars ($2.00) for a basic wash, and six dollars ($6.00) for a premium wash. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Each city vehicle will have a gas purchasing card assigned to it. City staff using a city vehicle will enter the PIN assigned to them when using the gas purchasing card at the pump. Gem Stop will invoice the various City Divisions/Departments directly, based on which staff members entered PINs at the pump. Owner will pay all invoices within forty five days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

City of Nampa
Engineering Dept.
411 3rd. St. S.
Nampa, Idaho 83651

Gem Stop Co.
1331 11th Ave. N.
Nampa, Idaho 83687

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Supplier shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Supplier, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Supplier. In the event that any event of force majeure as herein defined occurs, Supplier shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. Assignment: It is expressly agreed and understood by the parties hereto, that Supplier shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City.

13. Discrimination Prohibited: In performing the Services required herein, Supplier shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or physical disability.

14. Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Supplier's records with respect to all matters covered by this Agreement. Supplier shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. Compliance with Laws: In performing the scope of services required hereunder, Supplier shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

18. Changes: The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Supplier's compensation, which are mutually agreed upon by and between the City and Supplier, shall be incorporated in written amendments to this Agreement.

19. Termination for Cause: If, through any cause, Supplier shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Supplier shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Supplier of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Supplier under this Agreement shall, at the option of the City, become its property, and Supplier shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Supplier shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Supplier, and the City may withhold any payments to Supplier for the purposes of set-off until such time as the exact amount of damages due the City from Supplier is determined. This provision shall survive the termination of this agreement and shall not relieve Supplier of its liability to the City for damages.

20. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Supplier. If the Agreement is terminated by the City as provided herein, Supplier will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Supplier covered by this Agreement, less payments of compensation previously made. If this

Agreement is terminated due to the fault of Supplier, Section 19 hereof relative to termination shall apply.

21. Supplier to Pay or Secure Taxes: The Supplier in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Supplier's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Nampa City may withhold from any payment due the Supplier hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Supplier is liable.

22. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral of written, whether previous to the execution hereof or contemporaneous herewith.

24. Non-Appropriation: Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon 30 (thirty) days notice.

25. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Nampa.

26. Renewal: This agreement shall not be valid for more than 365 days from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. **(4) four** renewals shall be allowed.

27. Approval Required: This Agreement shall not become effective or binding until approved by the City of Nampa

END OF AGREEMENT

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

Gem Stop Co.
1331 11th Ave. No.
Nampa, ID 83687

_____
Signature Date

_____
Print Name

ACKNOWLEDGEMENT

State of _____

County of _____

On this_____day of _____20____, before me personally appeared _____ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is _____ and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

_____
(Notary signature)

(SEAL)

PURCHASING CONTRACT NUMBER RFP: 15-1552

APPROVED AS TO FORM AND CONTENT:

_____

Department Date
Michael Fuss, P.E., Public Works Director

_____

Legal Representation Date
Mark Hilty, Hamilton Michaelson & Hilty, LLP

_____

Risk Management Date
Lynn Thompson, Risk Manager

CITY OF NAMPA

APPROVED BY:

_____

Robert L. Henry, Mayor Date

ATTEST:

_____

City Clerk Date

AT-GRADE CROSSING IMPROVEMENT AGREEMENT
WITH UNION PACIFIC RAILROAD (UPRR)
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 16th Avenue North to 1st Avenue North as a failed roadway and in need of rehab or reconstruction.

- 6th Street North has two UPRR crossings between 3rd and 4th Avenue North. The east crossing near 4th Avenue North is deteriorated and in need of full reconstruction (see Vicinity Map, exhibit A)

- A standard form UPRR Public Highway At-Grade Crossing Improvement Agreement must be authorized by the City in order for the improvements to move forward (see exhibit B). The Agreement includes the following key provisions:
    - The design and construction work is to be completed by UPRR and paid for by the City of Nampa.
    - The estimated construction cost to replace the ballast section, concrete, rails and asphalt is $204,990.
    - The City must pay an administrative handling charge of $1,000 upon execution of the agreement.
    - Total estimated cost of the Agreement is $205,990.

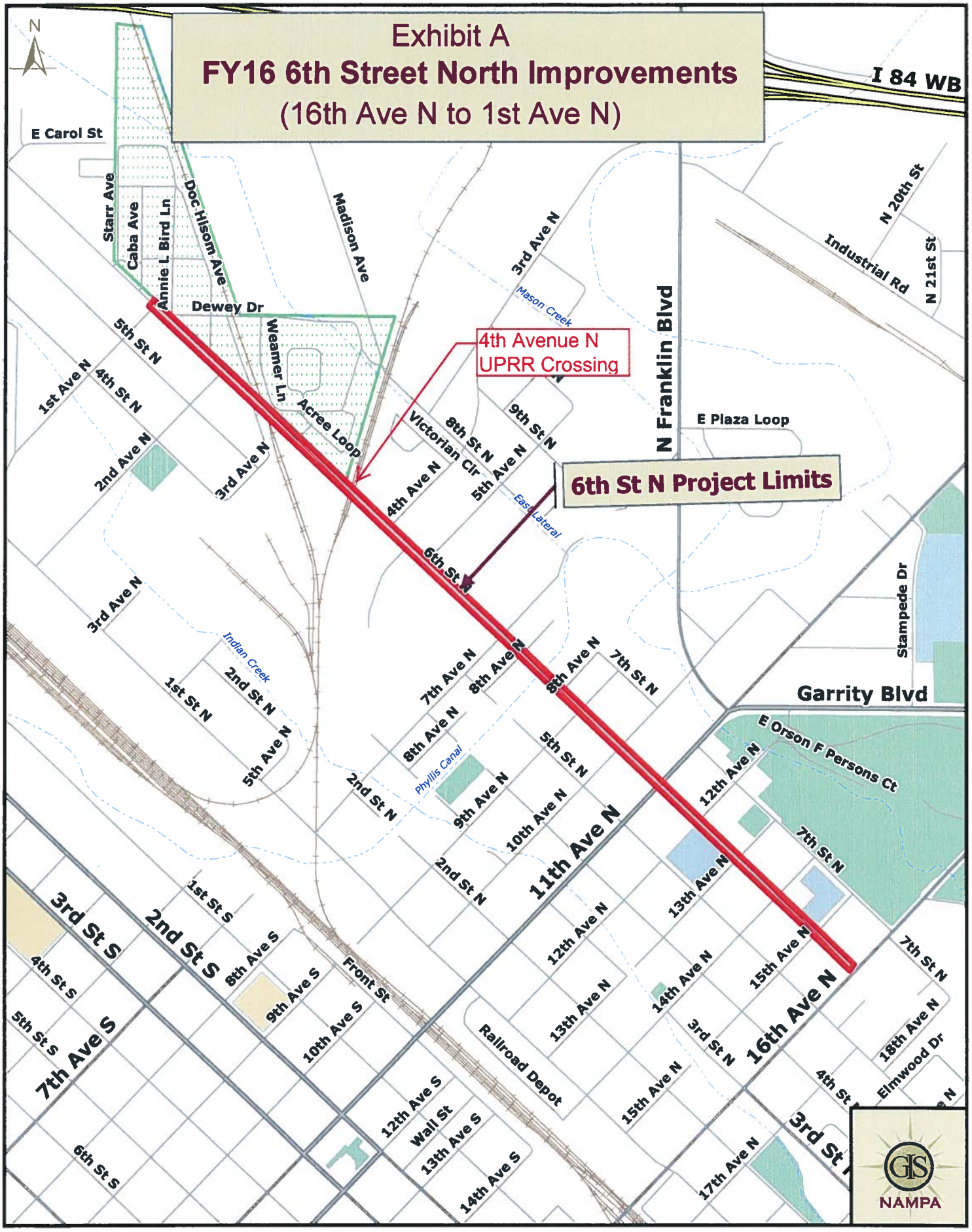
- The Agreement cost will be paid out of FY16 Streets. The estimated project costs are as follows:

Roadway Reconstruction (includes UPRR Agreement)	$ 1,444,000.00
Water & Pressure Irrigation Replacement	$ 660,000.00
T.O. Engineering Design Services	$ 224,219.00
HDR Engineering CE&I Services	$ 148,744.48
Total	*$ 2,476,963.48*

- Construction is anticipated in the summer of FY16, concurrently with the 6th Street North Reconstruction.

- T.O. Engineers, staff, and the City Attorney recommend authorization.

REQUEST: Council Authorize Mayor to sign Public Highway At-Grade Crossing Improvement Agreement with UPRR for the 6th Street North Roadway and Waterline Improvements (16th Avenue North to 1st Avenue North) in the amount of $205,990.



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Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690

December 15, 2015

UPRR Folder No.: 2965-08

CITY OF NAMPA
332 NORTH BROADMORE
NAMPA ID 83687

Dear Patrick Colwell:

Attached are duplicate originals of a *Public Highway At-Grade Crossing Improvement Agreement*. In the spaces marked by an "X", please execute or arrange for execution of the attached documents and have the signatures witnessed or attested, as indicated. Please **RETURN ALL COPIES** of the documents for execution on behalf of the Railroad Company. Your copy of the fully executed document will be returned to you, if approved by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, if necessary.

Payment in the amount of **$1,000.00** is due and payable upon your execution of the agreement. Please include your check with the return of the documents. This agreement will not be accepted by the Railroad Company until the initial payment is received. If you require formal billing, you may consider this letter as a formal bill.

In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Sincerely yours,

Kathy Nesser
Manager Real Estate
phone: (402) 544-8549
e-mail: klnesser@up.com

Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690

BCC:

Name of MIPP – Engineering (Public Projects) – Location of MIPP

Attached are an extra copy and duplicate originals of the subject agreement. Please handle with the Political Body for execution and return both originals to me for handling for Railroad execution. A fully executed copy will be sent to you when finalized.

UPRR Folder No. 2965-08

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND

CITY OF NAMPA

COVERING

REPLACEMENT OF THE EXISTING ROAD SURFACE AND INSTALLATION OF 72 FEET OF NEW CONCRETE PANELS
(DOT NO. 818837P)

AT

RAILROAD MILE POST 0.84 IDAHO NORTHERN IND LD

AT OR NEAR

NAMPA,
CANYON COUNTY,
IDAHO

UPRR Folder No.: 2965-08

UPRR Audit No. _____

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, or its predecessor in interest, with a mailing address at 1400 Douglas Street, MS 1690, Omaha, Nebraska, 68179-1690 ("Railroad"), and (the) **CITY OF NAMPA**, a(n) Idaho municipal corporation with a mailing address at ~~332 North Broadmore, Nampa, ID 83687~~ ("Political Body").
411 THIRD STREET SOUTH, NAMPA, ID 83651

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing 6th Street North at-grade public road crossing, DOT No. 818837P, at Railroad's Mile Post 0.84 on it's Idaho Northern Ind Ld, in or near Nampa, Canyon County Idaho (hereinafter the "Roadway").

The Political Body now desires to undertake as its project (the "Project") the reconstruction of the existing Roadway. The existing aforementioned roadway, as reconstructed is hereinafter the "Roadway" and where the Roadway crosses the Railroad's property is the "Crossing Area" in the location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof.

The right of way currently used by the Political Body is sufficient to allow for the reconstruction of the road crossing. Therefore, under this Agreement, the Railroad will not be granting an additional right of way right.

The Railroad and the Political Body and entering into this agreement to cover the above.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

SECTION 1.

The exhibits below are attached hereto and hereby made a part hereof.

Exhibit A	Railroad Location Print
Exhibit B	Railroad's General Terms and Conditions
Exhibit C	Railroad's Material and Force Account Estimate
Exhibit D	Railroad's Form of Contractor's Right of Entry Agreement

SECTION 2.

The General Terms and Conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

SECTION 3.

The Railroad, at Political Body's expense, shall furnish all labor, material, equipment and supervision for the Roadway improvements:

- Surface
- Engineering, and
- Flagging.

SECTION 4.

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate:

- Surface Estimate dated November 16, 2015, in the amount of $204,990.00, marked **Exhibit C**, ,

attached hereto and hereby made a part hereof (the "Estimate").

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of other protective service costs that are to be paid by the Political Body or the Contractor in connection with other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Political Body agrees to reimburse the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, actual costs of preliminary engineering review, construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the Railroad's normal and customary additives (which shall include direct and indirect overhead costs) associated therewith.

SECTION 5.

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the

detailed plans and specifications and submit such plans and specifications to the Railroad's Assistant Vice President Engineering – Design, or his authorized representative, for review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering–Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Notwithstanding the Railroad's approval of the Plans, the Railroad shall not be responsible for the permitting, design, details or construction of the Roadway.

SECTION 6.

A. The Political Body, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.

B. The Political Body, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the track tie ends.

SECTION 7.

If Political Body's contractor(s) is/are performing any work described in Section 5 above, then the Political Body shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement attached hereto as **Exhibit D**. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

SECTION 8.

Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body or its contractor(s). If it is, Political Body or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9.

The Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

SECTION 10.

Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express prior written consent of the Railroad.

SECTION 11.

The Political Body shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the Political Body, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the Political Body with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by Political Body.

SECTION 12.

The Political Body agrees to reimburse the Railroad the cost of future maintenance of the automatic grade-crossing protection within thirty (30) days of the Political Body's receipt of billing.

SECTION 13.

The Licensee, when returning this executed agreement, shall furnish payment to the Railroad, an administrative handling charge of **ONE THOUSAND DOLLARS ($1,000.00)**.

SECTION 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directly from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and

customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed as of the day and year first hereinabove written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By:_____
DAN A. LEIS
General Director Real Estate

WITNESS:

_____

CITY OF NAMPA

By_____

Printed Name:_____

Title:_____

EXHIBIT A

To Public Highway At-Grade Crossing Improvement Agreement

Cover Sheet for the Railroad Location Print

EXHIBIT "A"

RAILROAD LOCATION PRINT
FOR AN EXISTING AT GRADE
PUBLIC ROAD CROSSING AGREEMENT

DOT No. 818837P
M.P. 0.84 Idaho Northern Ind Ld
Nampa, Canyon County, Idaho

At Grade Public Road Crossing.

UNION PACIFIC RAILROAD COMPANY

IDAHO NORTHERN IND LD
RAILROAD MILE POST 0.84
NAMPA, CANYON COUNTY, IDAHO

To accompany an agreement with
CITY OF NAMPA AND ITS CONTRACTOR
covering an At Grade Public Road Crossing.

Folder No. 2965-08 Date: December 15, 2015

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B

To Public Highway At-Grade Crossing Improvement Agreement

Cover Sheet for the General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner

satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timer planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of

the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate

passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver,

modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway At-Grade Crossing Improvement Agreement

Cover Sheet for the Railroad's Material & Force Account Estimate

DATE: 2015-11-16

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2016-05-16

DESCRIPTION OF WORK:
2015 RECOLLECT PROJECT/NAMPA,ID/6TH ST. NORTH I/L
REPLACE 68' RUBBER XING WITH 72' CONCRETE XING-115# (10W).

PID: 94442 AWO: MP,SUBDIV: .74, IDAHONORTH
SERVICE UNIT: 21 CITY: NAMPA STATE: ID

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
BILL PREPARATION				900	900		900
ENGINEERING			1000		1000		1000
FLAGGING			2923		2923		2923
HOME LINE FREIGHT				900	900		900
LABOR ADDITIVE 235%			16088		16088		16088
TRACK			2923		2923		2923
TOTAL ENGINEERING			22934	1800	24734		24734
TRACK & SURFACE WORK							
BALAST	1.00	CL	1009	916	1925		1925
ENVIRONMENTAL MITIGATIO				20	20		20
LABOR ADDITIVE 235%			81349		81349		81349
MATL STORE EXPENSE				314	314		314
OTM			5525	3458	8983		8983
RAIL	240.00	LF	16617	3768	20385		20385
RDXING	72.00	TF	5931	16576	22507		22507
SALES TAX				1156	1156		1156
SAW CUT STREET APPROACH				5000	5000		5000
SWTIE	56.00	EA		3987	3987		3987
TRAFFIC CONTROL				5000	5000		5000
TRK-SURF,LIN			2328		2328		2328
WELD			5647	251	5898		5898
XTIES -UNLD			21404		21404		21404
TOTAL TRACK & SURFACE			139810	40446	180256		180256
LABOR/MATERIAL EXPENSE			162744	42246			
RECOLLECTIBLE/UPRR EXPENSE					204990	0	
ESTIMATED PROJECT COST							204990
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EENG205.TSO.EPM.ESTIMATE(P094442A)

EXHIBIT D

To Public Highway At-Grade Crossing Improvement Agreement

Cover Sheet for the Railroad's Form of Contractor's Right of Entry Agreement

UPRR Folder No. _2965-08_
(Folder Number)

UPRR Audit No.: _____
(Audit Number)

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

_____,
(NAME OF CONTRACTOR)

a _____ corporation ("Contractor").
(State of Incorporation)

RECITALS:

Contractor has been hired by _____
(Name of Public Agency)

("Public Agency") to perform work relating to

_____
(Work to be Performed)

(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad Mile Post _____ on Railroad's _____,
(Mile Post) *(Name of Subdivision)*

DOT No. _____, located at or near _____, in _____ County,
(DOT Number) *(City)* *(County)*

State of _____, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as detailed on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and the Public Agency.
(State)
(Date of C&M Agreement)

The Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4B below.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B, Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative(s) or his or her duly authorized representative (the "Railroad Representative"):

Name & Address of MTM *Name & Address of MSM*

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided,
(Expiration Date)
or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690

UPRR Folder No. _____
(Folder Number)

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **FIVE HUNDRED DOLLARS ($500.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable

Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

Signed By: _____
Kathy Nesser
Manager Real Estate

_____
(Name of Contractor)

Signed By: _____

Printed Name: _____

Title: _____

SAMPLE

EXHIBITS A & A-1

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Shall be the Railroad Location Print & Detailed Prints

SAMPLE

EXHIBIT "A"

RAILROAD LOCATION PRINT
FOR AN EXISTING AT GRADE
PUBLIC ROAD CROSSING AGREEMENT

UNION PACIFIC RAILROAD COMPANY

IDAHO NORTHERN IND LD
RAILROAD MILE POST 0.84
NAMPA, CANYON COUNTY, IDAHO

To accompany an agreement with
CITY OF NAMPA AND ITS CONTRACTOR
covering an At Grade Public Road Crossing.

Folder No. 2965-08 Date: December 15, 2015

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work , even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

SAMPLE

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE PROVISIONS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **Railroad Protective Liability Insurance**. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella Or Excess Insurance**. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability Insurance.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

SAMPLE

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

i. Waist-length shirts with sleeves.
ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
   - 100 feet of a locomotive or roadway/work equipment
   - 15 feet of power operated tools
   - 150 feet of jet blowers or pile drivers
   - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.

iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
v. Before stepping over or crossing tracks, look in both directions first.
vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

BID AWARD
FY 16 STORM DRAIN INSPECTION

- The Environmental Compliance Division has an approved budget of $150,000 for the FY 16 Storm Drain Inspection project.
- The project will include inspection of city storm drain lines in asset management zone C in order to identify the condition of the lines and prioritize repairs.
- On February 1, 2016 Council gave consent for staff to proceed with the bid process for the FY 16 Storm Drain Inspection project.
- The bid was written so that inspection of the lines is based on size, starting with the largest. Staff do not anticipate that the currently approved budget will allow for inspection of all lines within the zone.
- The City received one (1) bid in the amount of $194,344.15 from Pipeline Inspection Services.
- The Engineering and Environmental Compliance Divisions will manage the contract to only spend the budgeted amount.
- Due to the unknown amount of heavy cleaning and root cutting that will be necessary, staff is unable to prepare an accurate change order at this point. A deductive change order will be executed at the end of the project to bring the contract value down to no more than $150,000.00.
- The Engineering Division recommends award of the contract.

REQUEST: Council award bid and authorize Mayor to sign contract for the FY 16 Storm Drain Inspection Project with Pipeline Inspection Services, Inc. in the amount of $194,344.15 with the understanding that no more than $150,000.00 will be spent on the project.

BID AWARD

FY16 ZONE A RESIDENTIAL ROAD CHIP/CRACK SEAL MAINTENANCE

- The Public Works Department implemented the Pavement Management Program, part of the overall Asset Management Plan, in 2008 to strategically preserve the city's transportation infrastructure.

- The goal is to extend the life of roadways using lower cost maintenance treatments before they fall below a critical Pavement Condition Index (PCI) level. Costs increase steeply when maintenance is deferred below this threshold.

- Streets and Engineering Divisions assessed the condition of roadways in FY16 Zone A and identified appropriate maintenance treatments.

- Based on PCI data and other criteria, staff selected roadways within Kensington Place and Lyonsdale Park Subdivisions (See Exhibit A).

- City Council authorized $300,000 to fund residential roadway maintenance from the FY16 Streets Pavement Management budget.

- A design services contract was approved with Paragon Consulting Inc. for $24,975 for design, bid preparation and inspection services.

- On January 19, 2016, City Council authorized the bidding process for the project.

- The City received two (2) bids (Exhibit B) from:
    - Emery, Inc.
    - C&A Paving Company, Inc.

- Emery Inc. was the apparent low bidder at $224,970.00. All necessary public bidding requirements appear to be satisfied.

- Total project cost estimate:

Engineering and Construction Services	$24,975
Construction Costs	$224,970
Total	$249,945

- Construction will start in the 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.

- Paragon Consulting and Engineering Division staff have reviewed the bids and recommend award to Emery, Inc.

REQUEST: Council award bid, and authorize Mayor to sign contract for the FY16 Zone A Residential Chip/Crack Seal Maintenance Project with Emery, Inc. in the amount of $224,970.00.

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

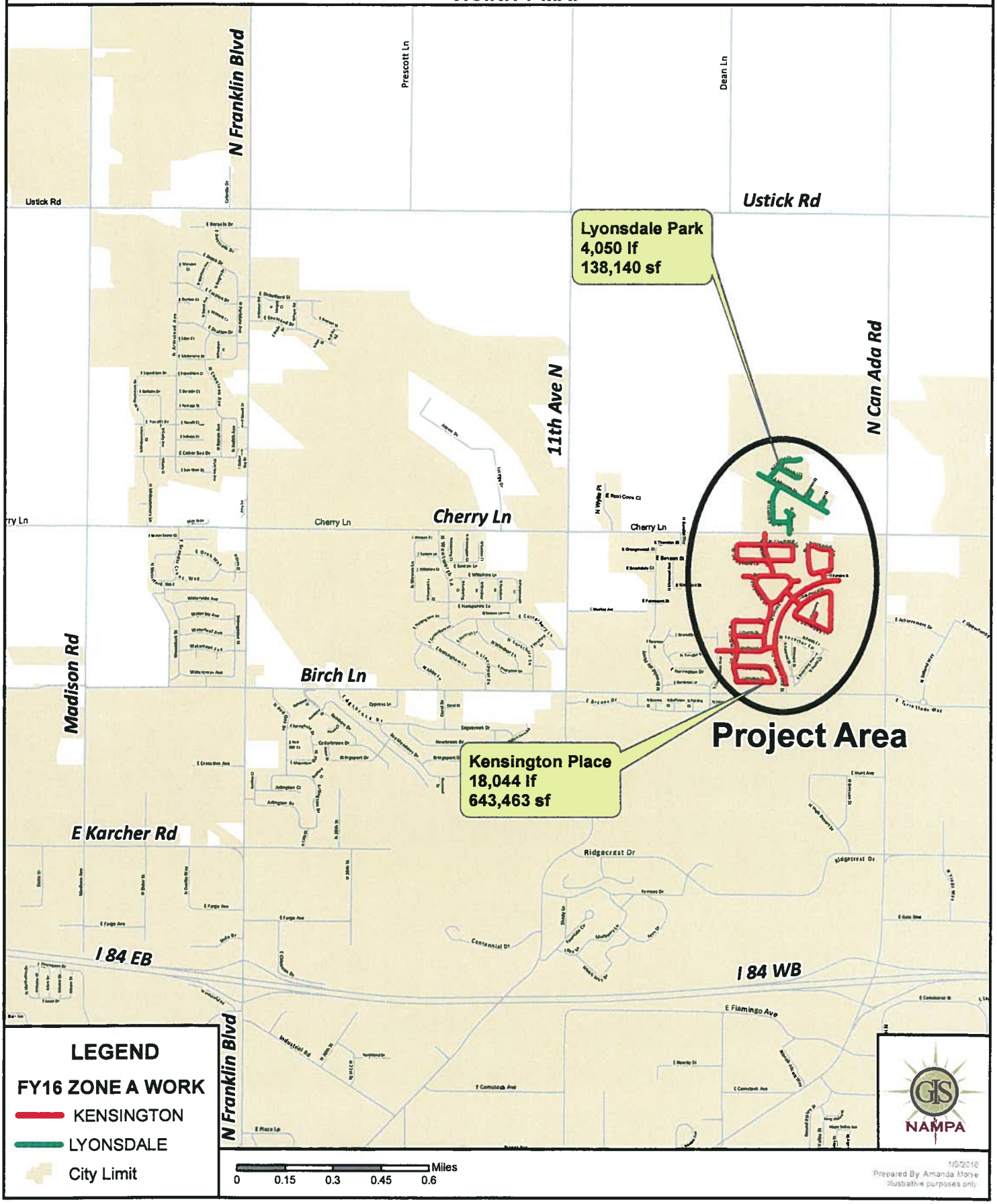


EXHIBIT B

Zone A Residential Chip/Crack Seal Maintenance

Bids opened 2/18/2016 2:00 p.m.

Item No.	Description	Quantity	Unit	Emery Inc Unit Price	Emery Inc Amount	C&A Paving Company Inc Unit Price	C&A Paving Company Inc Amount
1	Dust Abatement Water	200	MG	$ 12.00	$ 2,400.00	$ 34.96	$ 6,992.00
2	Emulsified Asphalt for Seal Coat	90	TON	$ 475.00	$ 42,750.00	$ 934.53	$ 84,107.70
3	Cover Coat Material, Load, Haul & Place	70,750	SY	$ 1.26	$ 89,145.00	$ 1.22	$ 86,315.00
4	Fog Coat	48	TON	$ 395.00	$ 18,960.00	$ 945.89	$ 45,402.72
5	Inlet Protection	45	EA	$ 40.00	$ 1,800.00	$ 105.62	$ 4,752.90
6	Construction Traffic Control	1	LS	$ 10,000.00	$ 10,000.00	$ 18,375.00	$ 18,375.00
7	Flexible Pavement Crack Sealing	13,100	LB	$ 1.85	$ 24,235.00	$ 1.94	$ 25,414.00
8	Flexible Pavement Crack Routing	13,000	LF	$ 0.36	$ 4,680.00	$ 0.38	$ 4,940.00
9	Miscellaneous Site Work	1	CA	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
10	Mobilization (Maximum Allowed = 5% of Total Bid)	1	LS	$ 11,000.00	$ 11,000.00	$ 8,040.60	$ 8,040.60
	TOTAL FOR BID SCHEDULE				**$ 224,970.00**		**$ 304,339.92**

BID AWARD
PUMP MAINTENANCE PROJECTS (FY16)

- Each year as part of the City's Asset Management Program, the Water Division identifies pumps and motors for preventative maintenance. For fiscal year 2016 (FY16) the Water Division has identified ten (10) irrigation pumps and one (1) domestic water pump for preventative maintenance (see Exhibit A).

- Three of the stations need electrical upgrades to alleviate overheating of various components. Additionally, the Idaho Power meters at all three stations are obsolete and need to be replaced. In addition to construction costs, a portion of the work must be provided by Idaho Power.

- The electrical work will be bid as added alternates due to budget limitations. Any electrical work that cannot be accommodated by the available budget will be held off until fiscal year 2017.

- The City solicited formal bids for the project in accordance with I.C. §67-2805(3). Two (2) contractors responded with the following bids:

    1) Layne of Idaho, Inc. $106,163.90
    2) Riverside, Inc. $126,369.12

- The apparent low bid from Layne of Idaho, Inc., (Layne) was deficient in the following respects:
    1) Failure to return completed Bid Form. The Bid Form submitted by Layne was missing the first two pages.
    2) Failure to complete all blanks on the Bid Form. Of particular significance is that the Bid Form contained blanks on the first page, one of the pages missing from Layne's submittal. That page required Layne to acknowledge a careful study of the Bid Documents and associated information relevant to the Project as a precedent to submitting a bid. Layne also failed to provide subtotals for alternate bid items within the project.
    3) Failure to acknowledge a careful study of all Bid Documents.
    4) Failure to acknowledge a careful study of all data identified in the Bid Documents.
    5) Failure to acknowledge receipt of an Addendum to the Bid Documents.
    6) Failure to qualify as the "successful bidder" as that term is defined at Section 1.01C of the Instructions to Bidders. This Section provides that the successful bidder must submit a conforming bid.

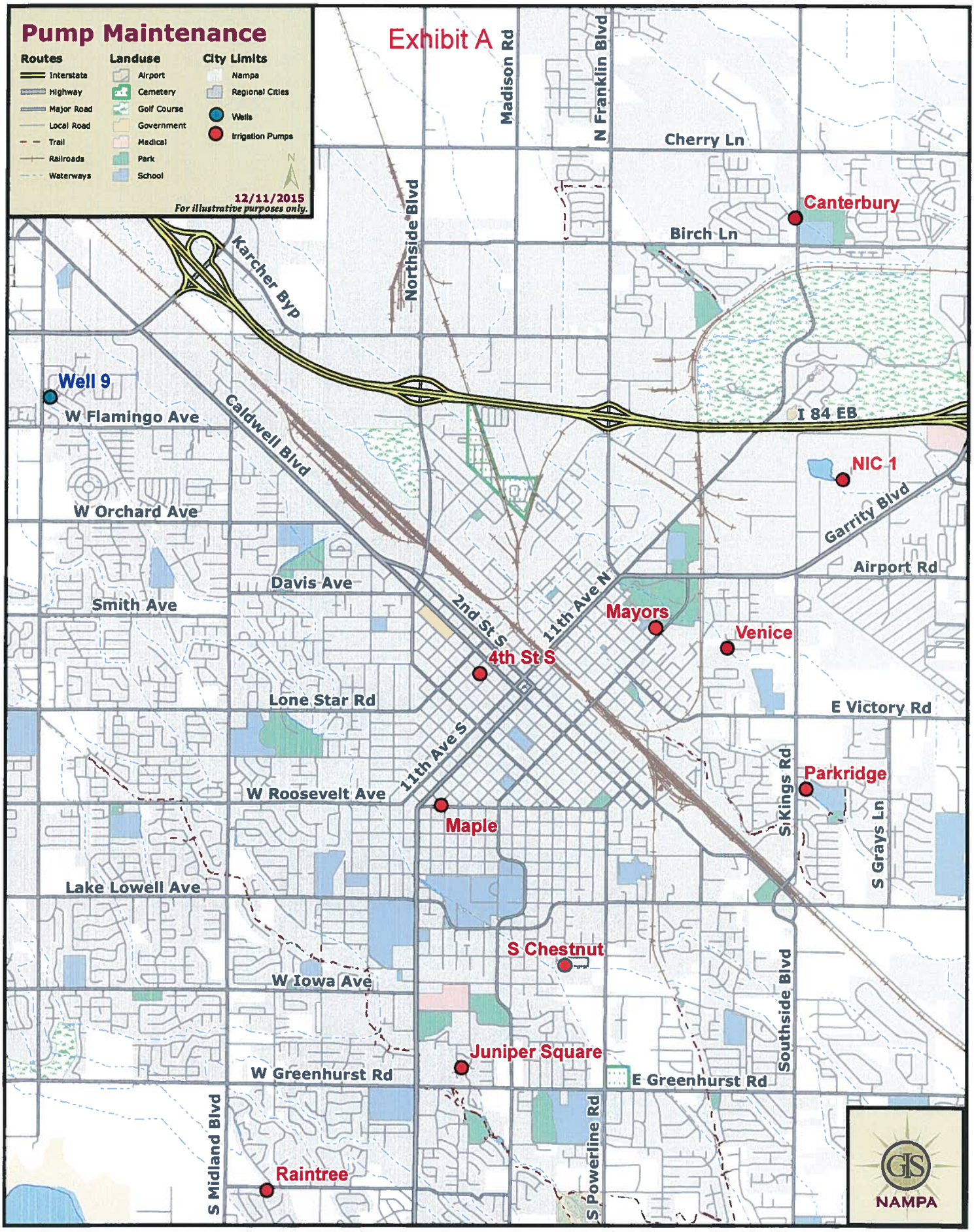
- Pursuant to Section 19.03 of the Instructions to Bidders, Nampa must consider whether or not the bid received from Layne complies with the prescribed requirements of the Bid Documents. Pursuant to Section 19.01, Nampa reserves the right to reject nonconforming and nonresponsive bids. While Nampa may waive "informalities not involving price, time, or changes in the Work," City staff does not feel that the number and scope of the foregoing bid deficiencies can be characterized as informalities.

- The failure to acknowledge a careful study of relevant Project documents and data may very well affect Layne's ability to complete the work within the required time frame and without modifying the scope of work or contract price through change orders.
- Several items in the Layne bid have been deemed by Nampa staff to be nonconforming, nonresponsive, and furthermore, not the kind of informalities that Nampa can or should waive. For this reason, staff recommends rejection of the Layne bid and award of the contract to Riverside, Inc. for $126,369.12.
- The Pump Maintenance Projects (FY16) is funded by the Water Division out of operational funds. There is approximately $160,000 available to accomplish the projects.

Engineering	$	28,700
Observation Estimate	*$*	*12,000*
Construction Base Bid	$	105,309
Idaho Power	$	8,881
Priority One Work	$	12,179
Total	**$**	**167,069**

- Notice of this decision was delivered to Layne and Riverside on March 2, 2016, pursuant to Idaho Code §67-2805(3)(a)(ix).

REQUEST: Authorize Mayor and Public Works Director to sign contract with Riverside, Inc., to construct the Pump Maintenance Projects (FY16) for $126,369.12.



\\CTY-FILESRV1\Engineering\05-Water-Irrigation\Concepts\Pump Maintenance Projects 05-15XX\2-Design\GIS\Pump Maintenance FY16.mxd

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, CORRECTING ORDINANCE 3081 BY 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.

WHEREAS, Ordinance No. 3081 was approved by the Nampa City Council on January 7, 2001, following all required public notice and hearing procedures;

WHEREAS, said Ordinance No. 3081 was recorded on January 11, 2002, in the office of the Canyon County Recorder, Canyon County, Idaho as Instrument No. 200201715;

WHEREAS, it was thereafter discovered that said Ordinance No. 3081, in it's Exhibit A erroneously referenced "2901 12th Avenue Road" instead of the intended "2821 12th Avenue Road" though the legal description attached thereto properly described the intended "2821 12th Avenue Road";

WHEREAS, the City wishes to correct Ordinance No. 3081 for the purpose of correcting said error and to clarify the record at the Canyon County Recorder's Office concerning the property which has been annexed into the Municipal Irrigation District of the City of Nampa.

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 7th day of March, 2016

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 7th day of March, 2016

Approved:

By_____
ROBERT L. HENRY, Mayor

Attest:

By_____
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO)
) **ss.**
COUNTY OF CANYON)

On this 7th day of March, 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

- 2821 12th Avenue Road, more particularly described in that certain Deed dated April 14, 2009, and recorded on April 15, 2009, as Instrument No. 2009018552 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.08 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, CORRECTING ORDINANCE 3081 BY 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: Annexes in 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:

- 2821 12th Avenue Road, more particularly described in that certain Deed dated April 14, 2009, and recorded on April 15, 2009, as Instrument No. 2009018552 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.08 acres, more or less)

Ordinance No. _____ shall be effective on its date of publication, which shall be on the 14th day of March, 2016. Ordinance No. _____ was passed by the Council and approved by the Mayor on the 7th day of March, 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 7th day of March, 2016, for publication on the 14th day of March, 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 7th day of March, 2016.
Mark Hilty, Attorney for City of Nampa

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, CORRECTING ORDINANCE 4219 BY 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.

WHEREAS, Ordinance No. 4219 was approved by the Nampa City Council on December 21, 2015, following all required public notice and hearing procedures;

WHEREAS, said Ordinance No. 4219 was recorded on December 29, 2015, in the office of the Canyon County Recorder, Canyon County, Idaho as Instrument No. 2015-050477;

WHEREAS, it was thereafter discovered that said Ordinance No. 4219, in its Exhibit A, erroneously referenced "16104 Norco Way" instead of the intended "16140 Norco Way," though the legal description included properly described the intended "16140 Norco Way";

WHEREAS, the City wishes to correct Ordinance No. 4219 for the purpose of correcting said typographical error and to clarify the record at the Canyon County Recorder's Office concerning the property which has been annexed into the Municipal Irrigation District of the City of Nampa.

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 7th day of March, 2016

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 7th day of March, 2016

Approved:

By_____
ROBERT L. HENRY, Mayor

Attest:

By_____
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO)
) **ss.**
COUNTY OF CANYON)

On this 7th day of March, 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

- 16140 Norco Way, more particularly described in that certain Bargain and Sale Deed dated July 1, 2012, and recorded on December 27, 2012, as instrument No. 2012-057989 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 8.15 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, CORRECTING ORDINANCE 4219 BY 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: Annexes in 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:

- 16140 Norco Way – erroneously referenced as "16104 Norco Way" instead of the intended "16140 Norco Way" more particularly described in that certain Bargain and Sale Deed dated July 1, 2012, and recorded on December 27, 2012, as instrument No. 2012-057989 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 8.15 acres, more or less)

Ordinance No. _____ shall be effective on its date of publication, which shall be on the 14th day of March, 2016. Ordinance No. _____ was passed by the Council and approved by the Mayor on the 7th day of March, 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 7th day of March, 2016, for publication on the 14th day of March, 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 7th day of March, 2016.
Mark Hilty, Attorney for City of Nampa

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, CORRECTING ORDINANCE 4222 BY 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.

WHEREAS, Ordinance No. 4222 was approved by the Nampa City Council on January 19, 2016, following all required public notice and hearing procedures;

WHEREAS, said Ordinance No. 4222 was recorded on January 26, 2016, in the office of the Canyon County Recorder, Canyon County, Idaho as Instrument No. 2016-002867;

WHEREAS, it was thereafter discovered that said Ordinance No. 4222, in its Exhibit A, erroneously referenced "Etheridge Townhome Apartments" instead of the intended "Ethridge Townhome Apartments," though the legal description included properly described the intended "Ethridge Townhome Apartments";

WHEREAS, the City wishes to correct Ordinance No. 4222 for the purpose of correcting said typographical error and to clarify the record at the Canyon County Recorder's Office concerning the property which has been annexed into the Municipal Irrigation District of the City of Nampa.

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 7th day of March, 2016

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 7th day of March, 2016

Approved:

By_____
ROBERT L. HENRY, Mayor

Attest:

By_____
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO)
) **ss.**
COUNTY OF CANYON)

On this 7th day of March, 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

- Ethridge Townhome Apartments, more particularly described in the plat thereof, as shown by Book 44, Page 40 of Plats, records of Canyon County, Idaho (comprising approximately 3.35 acres, more or less)

ORDINANCES OF THE CITY OF NAMPA
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, CORRECTING ORDINANCE 4222 BY 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: Annexes in 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:

- Ethridge Townhome Apartments, more particularly described in the plat thereof, as shown by Book 44, Page 40 of Plats, records of Canyon County, Idaho (comprising approximately 3.35 acres, more or less)

Ordinance No. _____ shall be effective on its date of publication, which shall be on the 14th day of March, 2016. Ordinance No. _____ was passed by the Council and approved by the Mayor on the 7th day of March, 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 7th day of March, 2016, for publication on the 14th day of March, 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 7th day of March, 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 7th day of March, 2016

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 7th day of March, 2016

Approved:

By_____
ROBERT L. HENRY, Mayor

Attest:

By_____
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO)
) **ss.**
COUNTY OF CANYON)

On this 7th day of March, 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

- 818 West Orchard, Nampa, Idaho, more particularly described in that certain Quitclaim Deed dated August 26, 2015, and recorded on September 1, 2015, as Instrument No. 2015-034051 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .81 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:

- 818 West Orchard, Nampa, Idaho, more particularly described in that certain Quitclaim Deed dated August 26, 2015, and recorded on September 1, 2015, as Instrument No. 2015-034051 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .81 acres, more or less)

Ordinance No. _____ shall be effective on its date of publication, which shall be on the 14th day of March, 2016. Ordinance No. _____ was passed by the Council and approved by the Mayor on the 7th day of March, 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 7th day of March, 2016, for publication on the 14th day of March, 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 7th day of March, 2016.
Mark Hilty, Attorney for City of Nampa

Task Order for Consultant Software Support Services for Water Division Ignition SCADA Upgrade

- Public Works Water Division is converting its Supervisory Control and Data Acquisition (SCADA) system operating software from Wonderware to Ignition

- The conversion will reduce overall software costs and create common software between Wastewater operations, Wastewater collections, Water and Irrigation utilities

- Currently, Water Division's software support services is contracted with Advanced Control Systems, LLC (ACS)

- City Staff and ACS have agreed upon a scope of work and fee to provide consultant software support services for the Water Division's Ignition SCADA upgrade in the amount of $34,006.00. Funding will be provided by Water Division's fiscal year 2016 budget

REQUEST: Authorize Mayor and Public Works Director to sign Task Order (see Exhibit A) with Advanced Control Systems, LLC in the amount of $34,006.00 (T&M NTE), for consultant software support services for Ignition SCADA upgrade for the Water Division

Exhibit A

TASK ORDER NO. 01816029 FOR PROJECT NO. AND/OR PROJECT NAME IGNITION SCADA UPGRADE FOR WATER DIVISION FOR MISCELLANEOUS PROFESSIONAL SERVICES TERM AGREEMENT FOR CITY OF NAMPA

Consultant Project No._____

THIS TASK ORDER, entered into this 7th day of March, 2016, between The City of Nampa, Canyon County Idaho, hereinafter referred to as the CITY, and **Advanced Control Systems, LLC**, hereinafter referred to as the CONSULTANT, is subject to the provisions of the Miscellaneous Professional Services Term Agreement, dated March 18, 2015, hereinafter referred to as the AGREEMENT.

WITNESSETH:

WHEREAS, the CITY intends to **continue its conversion of SCADA system from Wonderware Platform to new Ignition Platform for the Water Division**, 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 Scope of Services for Waterworks Ignition Conversion, dated February 16, 2016.**

MISCELLANEOUS PROFESSIONAL SERVICES CONTRACT

SCHEDULE OF SERVICES TO BE PERFORMED:

CONSULTANT will perform said services within **70** calendar days related to this TASK ORDER.

BASIS OF FEE AND BILLING SCHEDULE:

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

$34,006.00 T&M NTE

Remarks:

TASK ORDER NO. 01816029 FOR PROJECT NO. AND/OR
PROJECT NAME IGNITION SCADA UPGRADE FOR WATER DIVISION FOR
MISCELLANEOUS PROFESSIONAL SERVICES TERM AGREEMENT
FOR CITY OF NAMPA

IN WITNESS WHEREOF, the parties hereto have executed this TASK ORDER NO. **01816029** as of the day and year first above written.

CITY
City of Nampa
Public Works Department
411 Third Street South
Nampa, ID 83651

CONSULTANT
Advanced Control Systems, LLC
10400 Overland Road, #396
Boise, ID 83709

City of Nampa

APPROVED BY:

Robert L. Henry, Mayor Date
(If over $25,000)

ATTEST:

Deborah Bishop, City Clerk Date

APPROVED BY:

Michael Fuss, P.E. Date
Public Works Director

Consultant Name & Address:
Advanced Control Systems, LLC
10400 Overland Road, #396
Boise, ID 83709

Signature Date

Print Name & Title

Signature Date

Print Name & Title

CONTRACT AMOUNT: **$34,006.00 T&M NTE**

TASK ORDER NO. **01816029**

GL CODE: **WATER 7780**

Task Order No. 01816029
$34,005.00 T&M NTE
03.07.16

ADVANCED CONTROL SYSTEMS, LLC

February 16, 2016
Matthew Turner
City of Nampa
Waterworks Division

Subject: Scope of Services for Waterworks Ignition Conversion - Project No. _____.

Task Order Number: TBD
Project Name: Waterworks Ignition Conversion
Consultant Company Mailing Address: 10400 Overland Rd. #396, Boise, ID 83709
Consultant Physical Address: 27 E. Fairview, Meridian, ID 83642

Consultant Project Manager/Contact Information: Steve Thomsen (208) 890-2412

Contract Amount: $ 34,006.00 (T/M NTE)
Duration: 8 – 10 weeks

Dear Matt,

Advanced Control Systems, LLC (ACS) is pleased to provide the City of Nampa (the City) the following scope of work and fee estimate for design, engineering and programming (DEP) services related to the Ignition SCADA Upgrade. The intent is to:

- Provide a detailed scope of services that ACS will perform
- Delineate The City and ACS responsibilities
- Provide estimated time duration for each phase of the controls portion of the project
- Provide a cost estimate for the controls

Working with ACS offers the City of Nampa several unique advantages, such as:

- 23 years of experience providing process automation and SCADA system solutions to clients such as Nampa (ID) Water and Wastewater, Mountain Home (ID), JR Simplot Corporation (ID), ConAgra Lamb Weston, Twin Falls (ID), Heinz Ore-Ida, Ontario (OR), Micron Technology, Boise (ID) and over 100 others
- ACS technical experts with decades of SCADA system and electrical design experience industrial controls and specialized knowledge in municipal water and wastewater operations
- A standards based approach which ensures you receive a project scope that will be highly customized to meet your needs and operate to your specifications
- Superior project management capabilities that are available if needed to expedite project implementation when you move forward on the scope of work

We look forward to adding value to your project and organization.

Sincerely,

Rick Patton
BSEE
Director of Marketing and Sales

Advanced Control Systems, LLC
10400 Overland Road, #396, Boise, ID 83709 U.S.A.
Main (208) 362-5858, Fax (208)-965-8301
sales@advancedcontrol.com

Background

The City of Nampa has been in the process of converting their SCADA systems from the Wonderware Platform to the new Ignition Platform. ACS has performed these upgrades at The City's Wastewater Plant and Collections System. ACS is under contract with the City as a provider of miscellaneous professional services and has been asked by the City to provide this Scope of Services document.

Scope of Work

Setup system for concurrent Wonderware/Ignition

- Install and setup KEP on permanent server machine
- Modify Wonderware to link to new KEP installation
- Modify Historian to link to new KEP installation
- Install and setup VLinx Ethernet to serial conversion on permanent server machine
- Modify KEP settings to read VLinx connection
- Test Wonderware and historian.

System Design

- Meticulously comb through existing Wonderware application and all PLC programs to ascertain all active tags in the system
- Gather all asset information from all wells, booster stations and pressure stations
- Apply gathered tags to assets
- Standardize assets – make all like assets match in operations and tags. Goal is to use only existing Ignition UDTs
- Implement standardized changes into PLC programming as needed

Ignition system setup

- Setup new ignition instance for waterworks.

Ignition security

- Setup security system
- Setup users
- Setup notification pipelines
- Test security and notifications

Alarm Notification (VOIP)

- Install Grand Stream VOIP modem and configure
- Setup Ignition VOIP interface
- Test VOIP

Setup Ignition VOIP for new modem Alarming

- Setup alarming system.
- Test alarms

Ignition UDT programming

- Submit Core UDT change request as needed for standardization to Nampa IS (Matt)
- Create all assets using existing UDTs – must setup new history database and OPC
- Test all UDT to assure they are scaled correctly and functioning properly

Ignition Graphics programming

- Create new well or booster pump graphics as needed. E.g. chlorinator, analyzer, etc.
- Test new graphics

Ignition system implementation

- Setup screen system and navigation
- Setup indirect screens for wells, boosters and pressure sensors as needed
- Setup other screens as needed

Ignitions system roll-out

- Setup new system on necessary computers – water work station, Shane, Albert, Keith
- Train operators and staff on use
- Determine path for notification between Win-911 and Ignition VOIP e.g. VOIP days, Win-911 nights for a week then disable Win-911, etc.

Cleanup

- Clean up details, missed bits, improve displays, dialer changes ... customization.

Project Schedule

ACS is ready to begin work on this project 2/11/2016. We anticipate scheduling a kick off meeting within two days after receipt of notice to proceed. Programming will begin immediately thereafter. Project completion date is contingent on final approval of the City's designated representative.

We propose that Phases I - V be completed over a 8-10 week contiguous period as follows in Figure 1:

Figure 1: Proposed Schedule

Phase	Activity	Scope of Work	Calendar time
I	Convert Tag names to Asset Compatible Naming Convention	• Phase I launch meeting • Setup all assets in the Ignition system and windows • Move Kepware I/O to new server • Allows both Wonderware and Ignition to operate together during development of new Ignition system	10 – 12 business days

II	Update Screens to Ignition SCADA	• Phase II launch meeting
		• Design and Engineer
		  • Gather Asset Information from all stations
		  • Standardize Assets into categories
		  • Special Programming required for several stations
			6 – 8 business days

III	Update Reports to Ignition SQL Format	• Phase III launch meeting • Setup Navigation and Reporting • Train and make modifications per operator requests	6 – 8 business days
IV	Update Alarming System to Ignition Based Alarms	• Phase IV launch meeting • Setup Gateway • Setup Alarming and Security Systems in Gateway	4 – 6 business days
V	Eliminate Final Wonderware and WIN911	• Phase V launch meeting • Customizations after project cleanup • Cleanup details, missed bits, improve displays, dialer changes.	(1 Month after Completion) 1-3 Business Days
Total time to complete from start finish (Includes Project Management)			8 – 10 weeks

Cost Estimate

ACS proposes to perform this work on a time and materials basis in accordance with ACS's miscellaneous service term agreement with the City. **The not-to-exceed fee associated with the project is $34,006.** A detailed breakdown of our fee is shown below.

If this scope of work is acceptable, please process a task order under our miscellaneous professional services agreement. We look forward to assisting the City of Nampa. Please contact us if you have any questions on the above scope of work.

Sincerely,

Steve Thomsen, P.E., B.S.E.E.
Principal, Project Manager

Fee Breakdown:

City of Nampa

WaterWorks Ignition Upbrade
Prepared by: N. Landreth
Date:

Description	Principal Project Manger	Senior Integration Specialist	Data Systems Architect	Integration Specialist Programmer	CAD Draftsman	Logistics Manager	
	Estimated Hours						
Project Management							
Project Kick-off meeting	2	2					
Phases I - V launch meetings	4	4				4	
Scheduling and logistics						6	
Factory acceptance testing (FAT)		6					
Correspondence amd communication	6	6					Subtotal
	$1,560	$1,746	$0	$0	$0	$490	$3,796
Design							
Budgetary cost estimate						4	
Standardization of Assets		8					
SCADA Design		32					Subtotal
	$0	$3,880	$0	$0	$0	$196	$4,076
Programming							
PLC Programming		48					
SCADA Programming		160		32			Subtotal
	$0	$20,176	$0	$2,560	$0	$0	$22,736
Alarming and Finalization							
Alarming		16					
Wonderware Decommissioning		16					
Training and documentation						6	Subtotal
	$0	$3,104	$0	$0	$0	$294	$3,398
Labor: $34,006							
Materials 0							
Total Project Cost Estimate:	**$34,006**						

Principal Project Manager	130
Sr. Integration Specialist	97
Data Systems Architect	97
Programmer	80
CAD Draftsman	65
Logistics Manager	49

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 FOR PUBLIC WORKS WASTEWATER DIVISION.

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 disposal of certain property that the City no longer has use for; and

WHEREAS the approval for the disposal method of the attached 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 property (**See Attachment A**) shall be disposed of under the direction and supervision of the City Clerk, and in accordance with City policy.

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

RESOLVED this 7th day of **March, 2016**.

Approved:

_____
MAYOR ROBERT HENRY

ATTEST:

_____
City Clerk

ATTACHMENT A
(Resolution No. _____)

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
02	Metal work	1	Sheet Metal Break not needed - never used here	G	$200.00
04	Dewatering Pump	1	Dewater pump Asset # 6334 Beyond reasonable cost of Repair	U	$0
04	Generator	1	Portable Generator #1617 Cost to much to Repair - not worth it	U	$0
02	Snow Removal	1	Snow Blower #1147 not needed - we use other equipment - need repaired	R	$50-75
04	mower	1	Lawn Mower #1349 Beyond reasonable Cost to repair	U	$0

Disposal Method Codes:

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

Condition Codes:

E Excellent
G Good
F Fair
R Repairable
U Unusable

Requesting Department:		Received By:
WWTP Maintenance		
Requesting Person Name (Print):		Date Received:
Chuck McDonald		
Requesting Person Signature:	Date: 2-11-16	

ATTACHMENT A
(Resolution No. _____)

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
02	Lab Equipment	2	Suspended Solids Meter Model 52LE. Asset #'s 1256, 3055 obsolete - not used	U	$10-50
02	Lab Equipment	1	Hot Plate #2433 No longer usable	U	$0
02	Lab Equipment	1	Lindberg Muffle Furnace #1472 Obsolete - not used	U	$0
02	Lab Equipment	1	International Clinical Centrifuge #1432 Obsolete - not used	U	$0
02	Lab Equipment	1	Moisture Determination Balance #1363 Obsolete - not used	U	$0

Disposal Method Codes:

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

Condition Codes:

E Excellent
G Good
F Fair
R Repairable
U Unusable

Requesting Department:		Received By:
WWTP Operations		
Requesting Person Name (Print):		Date Received:
Will Ebers		
Requesting Person Signature:	Date	
Will Ebers	2/11/16	

ATTACHMENT A
(Resolution No. _____)

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
02	Lab Equipment	1	Precision Drying Oven #1046 Obsolete - not in use	U	$0
02	Lab Equipment	1	Blue Drying Oven #1036 obsolete - not used	U	$0

Disposal Method Codes:

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

Condition Codes:

E Excellent
G Good
F Fair
R Repairable
U Unusable

Requesting Department:		Received By:
WWTP Operations		
Requesting Person Name (Print):		Date Received:
Will Ekberg		
Requesting Person Signature:	Date	
Will Ekberg	2/11/16	

131 Constitution Way Nampa, Idaho 83686 Phone (208) 468-5858 Fax (208) 465-2282

MEMORANDUM

TO: Mayor Henry and Nampa City Council
FROM: Darrin Johnson, Parks and Recreation Director
RE: Purchase Lions Park Inclusive Playground
DATE: March 7, 2016

In the FY 2016 Budget City Council approved the purchase and construction of an Inclusive Design Playground structure at Lions Park. The Inclusive Design Playground goes beyond the minimum ADA requirements and allows all children the opportunity to participate. This proposed playground replaces equipment that is old and outdated.

The cost of the playground structure is $380,794.41. The funding for the playground comes from three sources that include the City of Nampa FY 2016 Budget, a Community Development Block Grant and a donation from Republic Services of Idaho. Itemized funding is listed below.

City of Nampa FY 2016 Budget	$213,846.41
Community Development Block Grant	$151,337.00
Republic Services of Idaho	$ 15,611.00
TOTAL	**$380,794.41**

The Playground is purchased through the GSA, a Cooperative Competitive purchasing program, and the supplier is Recreation Today of Idaho. Recreation Today of Idaho is a local Nampa company that supplies and constructs playgrounds throughout the region.

Nampa Parks and Recreation staff request action from City Council to approve the purchase and installation of an inclusive playground for the amount of $380,794.41.

RECREATION TODAY

Our Project Is Your PLAYGROUND

Recreation Today of Idaho, LLC
2414 E Railroad Street
Nampa ID 83687
Office 208 442-9350
Fax 208 442-9351
customerservice@recreationtodayid.com
Idaho State Contractors License #REC-31831

Quotation

Date	Quotation #
2/5/2016	16057ID

Customer Billing Information

City of Nampa
Parks Department
401 3rd Street South
Nampa ID 83651

Ship To Location

Haemker Construction, Inc
c/o Lakeview Park
2414 E Railroad St
Nampa ID 83687
Call Jim 208 371-6457 24 hrs prior

Payment Terms	Sales Rep	Project Name
Due on receipt	KH	

Qty	Description	Unit Cost	Total
1	Quotation Summary: Supply and Installation of (1) Playworld Systems Custom Inclusive Design 15-5314B and (1) NEOS 360 ADA Playground, with site amenities and Bonded Rubber Safety Surfacing.		
	NEOS OPTION		
1	City of Nampa - Removal of Existing Play Structure	0.00	0.00
6,848	Excavation of 6,848 sq ft	1.25	8,560.00
1	City of Nampa - Haul off material 6,848 sq ft - credit (half of Cites responsibility)	-4,314.24	-4,314.24
355	Concrete Curb - 8" x 12" x (355') with (2) #3 rebar to border playground use zone are (includes curb cut at parking lot entry and concrete pads for benches. Continued	17.00	6,035.00
1	Playworld Systems Custom certified inclusive Design # 15-5314B Ages 2-12 Colors: TBD (OT included)	241,577.70	241,577.70
1	Discount to customer - Material GSA Schedule 13% Continued	-30,165.33	-30,165.33

Payment Terms Final payment on all equipment and freight is due prior to delivery.	**Subtotal**
Idaho State Contractors License #RCE-31831 - Thank you for the opportunity! Remember to buy IDAHO	**Sales Tax (6.0%)**
	Total

~This "Quotation becomes a Sales Agreement and Contract only upon receipt by Merchant prior to expiration date of the signed copy by fax, mail, or hand delivery accompanied with a deposit in the amount shown above. Public entities may provide a Purchase Order in Lieu of a deposit.
~Payment of any amount invoiced is due upon delivery to the site, storage area or Merchants Storage yard. all payments are due at Merchant's address in Nampa Idaho as shown above. A finance charge of 1.5% per month will be charged on any unpaid balance which become past due with a minimum finance charge of $1.00.
~Sales/Use Tax will be charged unless buyer provides a State of Idaho Tax Exemption Certificate at the time the order is placed.
~Applicable Manufacture's warranties apply on all products delivered. No additional warranties, express or implied, by Merchant or otherwise shall be in effect.
~Merchant disclaims all warranties express or implied including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.
~Merchant will not be responsible for delays or damages due to government actions, state of war, civil unrest, strikes, and delays in production, delays by carriers, acts of god, or other causes beyond the control of the Merchant.
~This Agreement shall be governed by the laws of the State of Idaho. Merchant may subcontract or delegate its duties of performance to any reasonably qualified party. Signatures hereafter constitute an agreement to the terms and conditions as noted above.

Accept this quotation, sign and return: _____ Date: _____

RECREATION TODAY

Our Project Is Your PLAYGROUND

Recreation Today of Idaho, LLC
2414 E Railroad Street
Nampa ID 83687
Office 208 442-9350
Fax 208 442-9351
customerservice@recreationtodayid.com
Idaho State Contractors License #REC-31831

Quotation

Date	Quotation #
2/5/2016	16057ID

Customer Billing Information

City of Nampa
Parks Department
401 3rd Street South
Nampa ID 83651

Ship To Location

Haemker Construction, Inc
c/o Lakeview Park
2414 E Railroad St
Nampa ID 83687
Call Jim 208 371-6457 24 hrs prior

Payment Terms	Sales Rep	Project Name
Due on receipt	KH	

Qty	Description	Unit Cost	Total
1	Freight Charges for Playworld Systems Equipment	6,500.00	6,500.00
1	Installation by our NPSI Certified Installer - 1) Playworld Systems Custom Inclusive Design 15-5314B and (1) NEOS 360 ADA Playground, with site amenities and Bonded Rubber Safety Surfacing. Standard Installation includes receive, inventory and transport to site all equipment, as well as store in an insured contained trailer on site to prevent damage while a professional certified installation is being performed.	58,010.25	58,010.25
1	Discount to customer - Labor per GSA Schedule 13%	-7,541.30	-7,541.30
6,848	Supply, spread & compact drain rock - 6,848 sq ft 4" deep	1.00	6,848.00
1	Truck drain rock to site - 6 848 sq ft 4" deep (half of Cites responsibility)	-3,424.00	-3,424.00
6,848	RTP Bonded Rubber Mulch Safety Surfacing -ASTM F-1292-96 and ASTM F-1951-99 and standard specifications for impact Attenuation of Safety Surface Systems under and around playground equipment Color: Jungle Turf 6,848 sq ft of 3.5" rubber 8' max fall height. (UT Included)	9.5285	65,251.20
	Continued		

Payment Terms: Final payment on all equipment and freight is due prior to delivery.	**Subtotal**
Idaho State Contractors License #RCE-31831 - Thank you for the opportunity! Remember to buy IDAHO	**Sales Tax (6.0%)**
	Total

~This "Quotation becomes a Sales Agreement and Contract only upon receipt by Merchant prior to expiration date of the signed copy by fax, mail, or hand delivery accompanied with a deposit in the amount shown above. Public entities may provide a Purchase Order in Lieu of a deposit
~Payment of any amount invoiced is due upon delivery to the site, storage area or Merchants Storage yard; all payments are due at Merchant's address in Nampa Idaho as shown above. A finance charge of 1.5% per month will be charged on any unpaid balance which become past due with a minimum finance charge of $1.00.
~Sales/Use Tax will be charged unless buyer provides a State of Idaho Tax Exemption Certificate at the time the order is placed.
Applicable Manufacture's warranties apply on all products delivered. No additional warranties, express or implied, by Merchant or otherwise shall be in effect.
~Merchant disclaims all warranties express or implied including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.
~Merchant will not be responsible for delays or damages due to government actions, state of war, civil unrest, strikes, and delays in production, delays by carriers, acts of god, or other causes beyond the control of the Merchant
~This Agreement shall be governed by the laws of the State of Idaho. Merchant may subcontract or delegate its duties of performance to any reasonably qualified party. Signatures hereafter constitute an agreement to the terms and conditions as noted above

Accept this quotation, sign and return:_____ Date:_____

RECREATION TODAY

Our Project Is Your PLAYGROUND

Recreation Today of Idaho, LLC
2414 E Railroad Street
Nampa ID 83687
Office 208 442-9350
Fax 208 442-9351
customerservice@recreationtodayid.com
Idaho State Contractors License #REC-31831

Quotation

Date	Quotation #
2/5/2016	160571D

Customer Billing Information

City of Nampa
Parks Department
401 3rd Street South
Nampa ID 83651

Ship To Location

Haemker Construction, Inc
c/o Lakeview Park
2414 E Railroad St
Nampa ID 83687
Call Jim 208 371-6457 24 hrs prior

Payment Terms	Sales Rep	Project Name
Due on receipt	KH	

Qty	Description	Unit Cost	Total
1	Discount to customer - Material per GSA Schedule 13%	-8,186.62	-8,186.62
1	Freight Charges (65,397 #)	7,200.00	7,200.00
6,848	Installation of RTP Bonded Rubber Mulch Safety Surfacing -ASTM F-1292-96 and ASTM F-1951-99 and standard specifications for impact Attenuation of Safety Surface Systems under and around playground equipment Color: Jungle Turf 6,848 sq ft of 3.5" rubber 9' max fall height.	2.91	19,927.68
1	Discount to customer - Labor per GSA Schedule 13%	-2,958.93	-2,958.93
1	City of Nampa - Property Repair - Asphalt / Sod / Sprinkler Repair	0.00	0.00
	SHARED IN-KIND BY RECREATION TODAY, HAEMKER CONSTRUCTION & CITY OF NAMPA ITEMS LISTED BELOW.		
1	Playworld Systems - (1) NEOS 360 ADA - Steel Color: TBD (50% off cost used for a demo unit)	12,500.00	12,500.00
	Continued		

Payment Terms Final payment on all equipment and freight is due prior to delivery.	**Subtotal**
Idaho State Contractors License #RCE-31831 - Thank you for the opportunity!	**Sales Tax (6.0%)**
Remember to buy IDAHO	**Total**

~This "Quotation becomes a Sales Agreement and Contract only upon receipt by Merchant prior to expiration date of the signed copy by fax, mail, or hand delivery accompanied with a deposit in the amount shown above. Public entities may provide a Purchase Order in Lieu of a deposit.
~Payment of any amount invoiced is due upon delivery to the site, storage area or Merchants Storage yard: all payments are due at Merchant's address in Nampa Idaho as shown above. A finance charge of 1.5% per month will be charged on any unpaid balance which become past due with a minimum finance charge of $1.00.
~Sales/Use Tax will be charged unless buyer provides a State of Idaho Tax Exemption Certificate at the time the order is placed.
~Applicable Manufacture's warranties apply on all products delivered. No additional warranties, express or implied, by Merchant or otherwise shall be in effect.
~Merchant disclaims all warranties express or implied including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.
~Merchant will not be responsible for delays or damages due to government actions, state of war, civil unrest, strikes, and delays in production, delays by carriers, acts of god, or other causes beyond the control of the Merchant.
~This Agreement shall be governed by the laws of the State of Idaho. Merchant may subcontract or delegate its duties of performance to any reasonably qualified party. Signatures hereafter constitute an agreement to the terms and conditions as noted above.

Accept this quotation, sign and return:_____ Date:_____

RECREATION TODAY

Our Project Is Your PLAYGROUND

Recreation Today of Idaho, LLC
2414 E Railroad Street
Nampa ID 83687
Office 208 442-9350
Fax 208 442-9351
customerservice@recreationtodayid.com
Idaho State Contractors License #REC-31831

Quotation

Date	Quotation #
2/5/2016	16057ID

Customer Billing Information

City of Nampa
Parks Department
401 3rd Street South
Nampa ID 83651

Ship To Location

Haemker Construction, Inc
c/o Lakeview Park
2414 E Railroad St
Nampa ID 83687
Call Jim 208 371-6457 24 hrs prior

Payment Terms	Sales Rep	Project Name
Due on receipt	KH	

Qty	Description	Unit Cost	Total
180	Excavation, form prep and pour 180 sq ft of concrete pad for NEOS (Cites responsibility to run services and install electrical box for transformer)	8.75	1,575.00
1	Recreation Today and Haemker Construction to donate the labor cost of installation	0.00	0.00
1	Supply and installation of (1) drinking Fountain (City to run services to site)	3,400.00	3,400.00
	Thank you for the opportunity we look forward to making another great mark on Nampa. Best Regards, Kim		

Payment Terms: Final payment on all equipment and freight is due prior to delivery.

Idaho State Contractors License #RCE-31831 - Thank you for the opportunity!
Remember to buy IDAHO

Subtotal	$380,794.41
Sales Tax (6.0%)	$0.00
Total	$380,794.41

-This "Quotation becomes a Sales Agreement and Contract only upon receipt by Merchant prior to expiration date of the signed copy by fax, mail, or hand delivery accompanied with a deposit in the amount shown above. Public entities may provide a Purchase Order in Lieu of a deposit.
-Payment of any amount invoiced is due upon delivery to the site, storage area or Merchants Storage yard; all payments are due at Merchant's address in Nampa Idaho as shown above. A finance charge of 1.5% per month will be charged on any unpaid balance which become past due with a minimum finance charge of $1.00.
-Sales/Use Tax will be charged unless buyer provides a State of Idaho Tax Exemption Certificate at the time the order is placed.
-Applicable Manufacture's warranties apply on all products delivered. No additional warranties, express or implied, by Merchant or otherwise shall be in effect
-Merchant disclaims all warranties express or implied including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- Merchant will not be responsible for delays or damages due to government actions, state of war, civil unrest, strikes, and delays in production, delays by carriers, acts of god, or other causes beyond the control of the Merchant.
-This Agreement shall be governed by the laws of the State of Idaho. Merchant may subcontract or delegate its duties of performance to any reasonably qualified party. Signatures hereafter constitute an agreement to the terms and conditions as noted above.

Accept this quotation, sign and return:_____ Date:_____

Lions Park

Nampa, ID

Sales Representative

Equipment

Lions Park

Nampa, ID

Sales Representative

Equipment

Lions Park

Nampa, ID

Sales Representative

Equipment

Lions Park

Nampa, ID

Sales Representative

Equipment

Capital Lease Agreement

Replace and Renew Lease on three Copiers at Ford Idaho Center

This proposal is for the replacement of the current lease on three Xerox Copiers at the Ford Idaho Center, with equipment of similar size and capability. Expected cost is a Five year Lease at $540.20 for 60 months, with a $1 buyout at the end of the term. Annually, this equates to a cost of $6,480 or $180 per month per piece of equipment.

The arrangement being renewed is with Boise Office Equipment, who offer as sponsorship, free maintenance and supplies on these three pieces of equipment. The current lease is at the same cost, so the equipment is holding steady in terms of price (and has been budgeted for in the past three Operating Budgets.) The sponsorship includes a lighted sign in the Arena, as well as a large banner. Trade value for the service and supplies equals $3,800 annually.

Capitalized Requested: $32,400.

Acquisition Item: (2) Xerox WorkCenter 7725 Multi-Function copiers, (1) Xerox WorkCenter 5335

Acquisition timeline: March, 2016

Planning & Zoning Department

Before the Mayor & City Council

March 7, 2016

Staff Report – Public Hearing #1

To: Mayor & City Council
Applicant: Donald W & Darla J Larson
File No: ANN 2081-15

Prepared By: Norman L Holm
Date: February 29, 2016

Requested Actions: De-Annexation from the City of Nampa for a narrow strip of land.

Purpose: To correct an encroachment following a lot line adjustment.

GENERAL INFORMATION

Planning & Zoning Commission Recommendation: Approval with no conditions attached.

Zoning & Planning History: Approximately 3.35 acres of the subject property owned by the applicant is situated outside the City in Canyon County. The 6.362 acre RA zoned parcel to the east is situated in the City of Nampa. There was a lot line adjustment between the parcels due to an encroachment. De-annexation of the .15 acre strip would put the entire lot back into the county resulting in an increase in parcel size of 3.53 acres from the original parcel size of 3.38 acres.

Status of Applicant: Resident / Owner

Annexation Location: 24 S Jarom Lane

Proposed Zoning: To be determined by Canyon County following de-annexation.

Total Size: .15 acre or 6,534 sq ft de-annexation area

Existing Zoning: RA (Suburban Residential)

Comprehensive Plan Designation: Medium Density Residential

Applicable Regulations: In order for a property to be de-annexed it must have been previously annexed. The public hearing procedures for a de-annexation are the same as for an annexation.

Existing Uses: Agricultural

SPECIAL INFORMATION

Public Utilities:
12 water main to the north in E Victory Rd
No city sewer available
No city irrigation available

Public Services: Police and fire already service city incorporated areas surrounding the location.

Physical Site Characteristics: A portion of the existing rural residential home site.

Transportation: Access to the property is via E Victory Rd (city) down S Jarom Lane (private).

Correspondence: No correspondence has been received from area property owners or others either opposing or supporting the de-annexation request.

STAFF FINDINGS AND DISCUSSION

From a land use standpoint the location of the strip is shown on the comprehensive plan "future land use map" as being compatible with the current city zoning and that proposed by the applicant upon de-annexation back into the County. This narrow strip constitutes an approximate .15 acre area that was previously part of the adjacent annexed parcel.

If the Planning & Zoning Commission votes to recommend to the City Council approval of this request the following findings are suggested:

1. The requested de-annexation area is comprised of a .15 acre strip of land proposed to be de-annexed and continue as part of an established rural residential home site.

2. The area as developed can continue to exist as a portion of a viable rural residential lot situated in the county.

3. The planned County zoning following de-annexation will conform to 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.

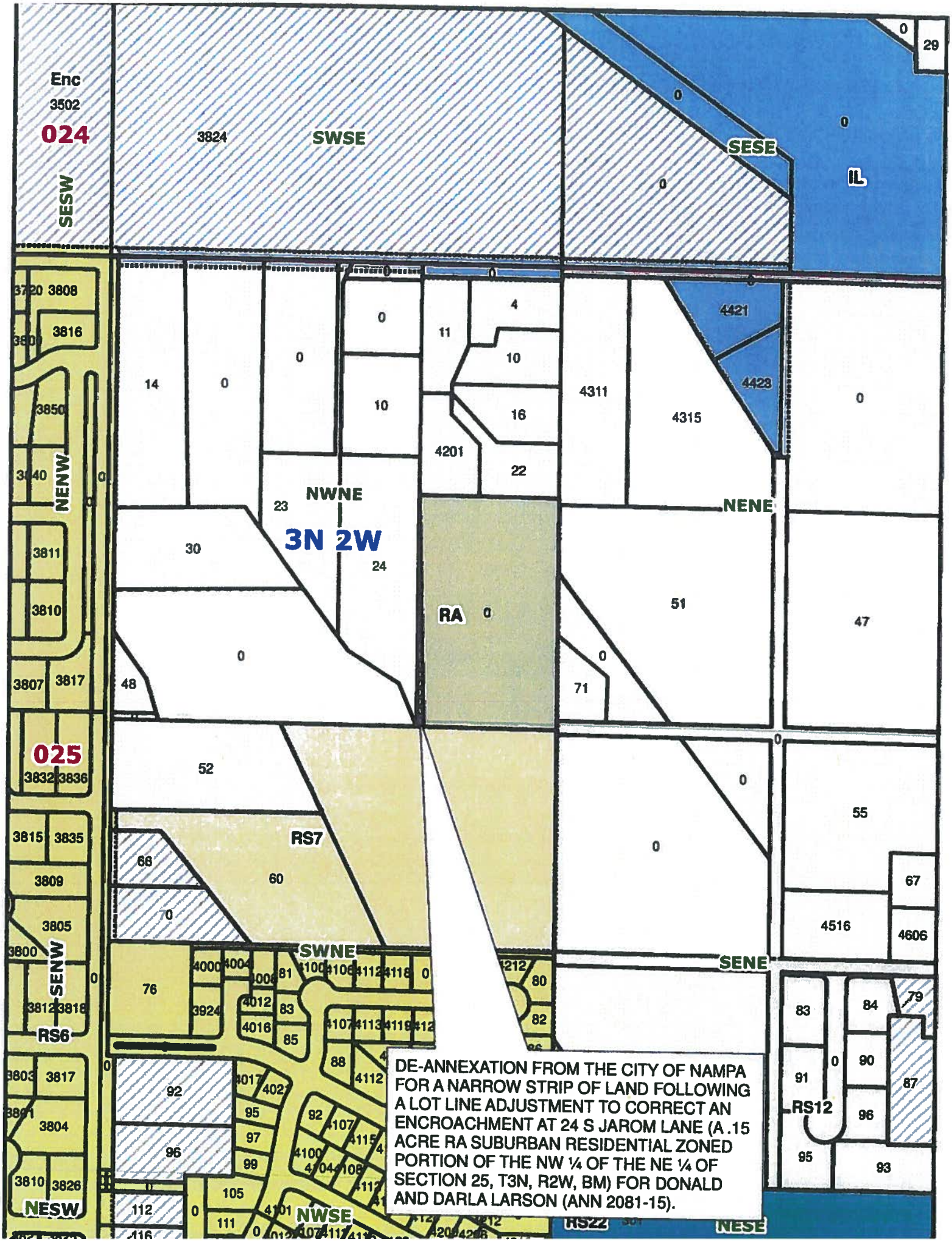
4. The property owner desires de-annexation to put the adjusted strip back into the county as a part of the existing rural residential lot.

RECOMMENDED CONDITIONS OF APPROVAL

If the City Council votes to accept the Planning & Zoning Commission recommendation for approval of the de-annexation and zoning no conditions of approval are recommended.

ATTACHMENTS

Vicinity map
Aerial photo of proposed annexation
Record of survey
Application
P&Z hearing minutes
Agency and other correspondence

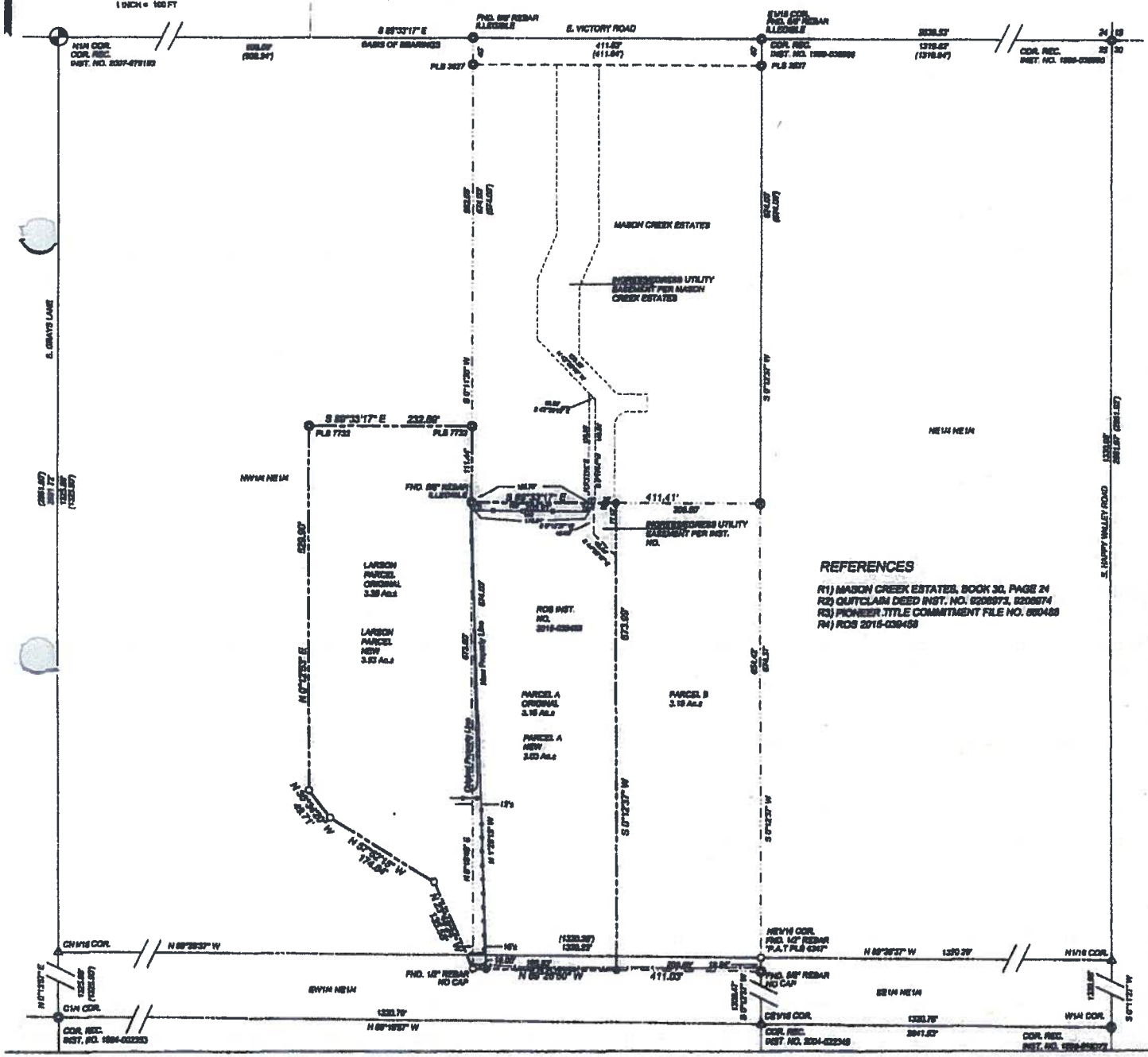


DE-ANNEXATION FROM THE CITY OF NAMPA FOR A NARROW STRIP OF LAND FOLLOWING A LOT LINE ADJUSTMENT TO CORRECT AN ENCROACHMENT AT 24 S JAROM LANE (A .15 ACRE RA SUBURBAN RESIDENTIAL ZONED PORTION OF THE NW ¼ OF THE NE ¼ OF SECTION 25, T3N, R2W, BM) FOR DONALD AND DARLA LARSON (ANN 2081-15).

S Jordan Ln
S Mason Creek Rd
4
10
11
10
16
22
4201
23
30
2

RECORD OF SURVEY
FOR
DON LARSON
LOCATED IN THE NW1/4 OF THE NE1/4 OF SECTION 25
T. 3 N., R. 2 W., B. M., CANYON COUNTY, IDAHO

2015-048587
RECORDED
12/14/2015 04:05 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=1 MARCHULETA $5.00
SURVEY
SAWTOOTH LAND SURVEYING



LEGEND

- PROPERTY BOUNDARY LINE
- OTHER DEED LINE
- NEW PARCEL LINE
- SECTIONAL LINE
- RIGHT OF WAY
- EASEMENT LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING CHAIN LINK FENCE
- EXISTING WIRE FENCE
- EXISTING WOOD FENCE
- FOUND BRASS CAP MONUMENT
- FOUND 5/8" REBAR AS NOTED
- FOUND 1/2" REBAR AS NOTED
- SET 5/8" REBAR/CAP
- SET 1/2" REBAR/CAP
- CALCULATED POINT
- ( ) RECORD INFORMATION

REFERENCES

R1) MASON CREEK ESTATES, BOOK 30, PAGE 24
R2) QUITCLAIM DEED INST. NO. 9206973, 9206974
R3) PIONEER TITLE COMMITMENT FILE NO. 660468
R4) ROS 2015-039459

NOTES

THE REASON FOR THIS SURVEY IS TO ADJUST THE PROPERTY LINE BETWEEN LARSON AND PARCEL A OF ROS 2015-039459, CANYON COUNTY RECORDS, TO RID PARCEL A OF ENCROACHMENTS OF THE FENCE LINE AND THE PAVED DRIVEWAY.

CERTIFICATE OF SURVEYOR

I, CARL PORTER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP WAS DRAWN FROM AND ACTUAL SURVEY ON THE GROUND UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS MAPPED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS, AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE.

CARL PORTER, P.L.S. 14221

PROFESSIONAL LAND SURVEYOR
CERTIFICATE
14221
12-14-15
STATE OF IDAHO
CARL PORTER

SURVEY INDEX NO. 324-25-1-4-0-00-00

SAWTOOTH
Land Surveying, LLC
EMMETT, IDAHO
2030 S. WASHINGTON AVE.
EMMETT, ID 83617
(208) 398-8104
FAX (208) 398-8105
WWW.SAWTOOTHLS.COM

SHEET:	DATE:	DRAWN BY:	CHECKED BY:	JOB#:
1 OF 1	12/2015	CP	CP	15135

DWG #15135

DE-ANNEXATION

APPLICATION FOR ANNEXATION/ZONING

City of Nampa, Idaho

9/26/16 PZ 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: DONALD W & DARLA J. LARSON Phone: 208-867-0818

Address: 24 S. JAROM LN City: NAMPA State: ID Zip Code: 83687

Applicant's interest in property: (circle one) Own Rent Other

Owner Name: DONALD W & DARLA J. LARSON Phone: 208-867-0818

Address: 24 S. JAROM LN City: NAMPA State: ID Zip Code: 83687

Address of subject property: 24 S. JAROM LN 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: DE-ANNEXATION BACK TO CANYON CO. PORTION OF PROPERTY

State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property:

3.35 ACRES OF THIS PROPERTY IS CANYON COUNTY. CITY ANNEXED 6+ ACRES ADJOINING OUR PROPERTY. THERE WAS A LOT-LINE ADJUSTMENT DUE TO ENCROACHMENT. DE-ANNEX. WOULD PUT ENTIRE LOT (9.15 ACRES) BACK IN COUNTY.

Dated this 15 day of DECEMBER, 2015

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 DE-2081 - 2015 Project Name: Jarom Ln. De-Annexation

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 (ANN 2081-15).

Chairman McGrath proceeded to public hearing.

Don Larson of 24 S Jarom Ln, Nampa – the applicant:

- Mr Larson reported that in mid-August the City annexed just under 6 ½ acres, adjacent to his property.
- According to Mr Larson, he was requesting the City de-annex a .15 acre portion of that annexation in order to make the property consistent with the actual property lines for each parcel.
- Mr Larson stated that about 5 ½ years ago he and his wife purchased the property at 24 S Jarom Lane and it was in the County at that time. Mr Larson indicated the location of the subject property, south of E Victory Rd and east of S Grays Ln.
- Mr Larson explained that following the annexation of the property to the east, it was surveyed and the annexation was found to be inconsistent with the existing property line fence.
- Mr Larson explained that in order to make the property consistent with the location of the fence the owners of the property to the east sold them a strip of land comprising .15 acre.
- Therefore, added Mr Larson, he was requesting that strip of land be de-annexed in order to be consistent with the remainder of his County parcel of land.
- Mr Larson noted the fence was already on the property when they purchased it.
- In response to a question from **Rodriguez, Mr Larson** advised the requested de-annexation of the .15 acre strip would have no impact on the property to the east.

Planning Director Holm:

- Holm noted the de-annexation of the .15 acre (approximately 6000 sq ft) parcel would clean up the property line between the County property and the property to the east that was located inside the City limits.
- Canyon County, added Holm, would determine how they would zone the subject strip of property.

Mr Larson:

- Mr Larson stated he had sent out a letter to the surrounding property owners that had received the Legal Notice regarding the public hearing, asking if they had any issues, problems or comments.
- Mr Larson stated he had received no comments back from the neighbors.

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

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

> **Rodriguez motioned and Keim seconded to recommend to City Council 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 RA zoned portion of the NE ¼ of Section 25 T3N R2W BM) for Donald and Darla Larson.**
> **Motion carried.**

Meeting adjourned at 7:20 p.m.

Norman L. Holm

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 30, 2015

Rev:

Re: De-annexation – for Don Larson

Address: 24 So. Jarom Lane

ANN2081-15 for the January 26, 2016 Planning & Zoning Meeting

---

Request by applicant to de-annex a portion of land following a lot line adjustment to correct an encroachment. Parcel in question consists of 0.15 acres more or less.

The Engineering Division has no concerns with granting the applicant's request.

Sylvia Mackrill

From: Juan Vergara
Sent: Tuesday, January 05, 2016 8:16 AM
To: Sylvia Mackrill
Subject: CC15-000045: LARSON DONALD 24 S JAROM LN

Good morning Sylvia,

The above address was a P/Z inspection with NO code violations at this time. If you need any more info please let me know. Thank you.

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.

Sylvia Mackrill

From: Neil Jones
Sent: Monday, January 04, 2016 10:03 AM
To: Christopher Daly
Cc: Sylvia Mackrill
Subject: RE: ANN2081-15 DE-Annexation

Building Department has no conditions on this.

Neil Jones
Assistant Building Official

From: Christopher Daly
Sent: Monday, December 28, 2015 9:58 AM
To: Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Carl Miller <CMiller@compassidaho.org>; Cheryl Jenkins <jenkinsc@cityofnampa.us>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Jeff Barnes <barnesj@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooksj@cityofnampa.us>; Jonathan O'Brien <obrienj@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; Marlen Salinas <salinasm@cityofnampa.us>; Michael Fuss <fussm@cityofnampa.us>; Neil Jones <jonesn@cityofnampa.us>; Patrick Sullivan <sullivanw@cityofnampa.us>; Robin Collins <collinsrr@cityofnampa.us>; Tina Fuller <tfuller@compassidaho.org>; Vickie Holbrook <holbrookv@cityofnampa.us>
Subject: ANN2081-15 DE-Annexation

This is a public hearing notice of the DE-Annexation of a portion of the property at 24 S. Jarom Ln. applied for by Don Larson.

The public hearing date is set for 1/26/16 so all comments need to be in by Friday, 1/15/16.

Thank you and happy new year.

Christopher Daly
Planner I
Nampa Planning and Zoning
1(208)468-5406
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.

Planning & Zoning Department

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

January 27, 2016

Donald & Darla Larson
24 S Jarom Lane
Nampa, ID 83687

Subject: 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 RA Suburban Residential zoned portion of the NW ¼ of the NE ¼ of Section 25, T3N, R2W, BM) for Donald and Darla Larson (ANN 2081-15).

Dear Mr. & Mrs. Larson:

The following is the decision of the Nampa Planning & Zoning Commission on the above matter heard before them on January 26, 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 de-annexation request:

1) The requested de-annexation area is comprised of a .15 acre strip of land proposed to be de-annexed and continue as part of an established rural residential home site.
2) The area as developed can continue to exist as a portion of a viable rural residential lot situated in the county.
3) The planned County zoning following de-annexation will conform to 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 desires de-annexation to put the adjusted strip back into the county as a part of the existing rural residential lot.

Consequently the Planning & Zoning Commission voted to recommend to the City Council approval of the de-annexation and zoning from RA for the requested .15 acres.

Further consideration, public hearing and final action on the matter have been scheduled before the City Council on March 7, 2015. 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

Norman L. Holm, Planning Director
CITY OF NAMPA

PLANNING & ZONING DEPARTMENT

Before the Mayor & City Council
Meeting of 07 March 2016
(continued from 16 February 2016)

PUBLIC HEARING ITEM NO. 2
STAFF REPORT

Applicant(s)/Engineer(s), Representative(s):
Star Development Inc. as Applicant (alternatively "Developer") with Engineering Solutions as representative and engineer
File(s): ANN 2065-15
Analyst: Robert Hobbs

Requested Action Approval(s)/Recommendation(s) and Involved Property:
Annexation and Zoning assignment of 190.36 acres of land located at 8142 W. Ustick Road, 17535 Star Road, 17547 Star Road and three (3) parcels addressed mutually as 0 Star Road (hereinafter, collectively, the "Property") from Canyon County to City RS 7 (Single-Family Residential 7,000 sq. ft. min. bldg. lot size) – **Decision Required:** *Decision*

History:
Applicant's representative's project narrative correctly notes the history of the Property. "The [A]pplicant previously submitted requests for a comprehensive plan amendment, rezone and preliminary plat to Canyon County, which were approved on May 11, 2015. Canyon County Resolution No. 15-096 changed the designation from Agricultural to Residential, with a rezoning to R-1 approved as Canyon County Ordinance No. 15-012. The [A]pplicant has since determined it would be more desirable to be within the city limits of Nampa for the development. As the preliminary plat portion of the property is not currently adjacent to the city limits of Nampa, the annexation application includes the adjacent Van Beek properties to provide contiguity. A conceptual site plan consisting of 300 single-family lots has been provided for the 105.29 acre Van Beek property." The subdivision is proposed in conjunction with the annexation is 85.07 acres. The balance of 105.29 acres of land is to be left undeveloped for the time being.

The Planning and Zoning Commission, during their regularly scheduled public hearing of January 12, 2016, voted to recommend to the City Council that the requested annexation and zoning assignment be approved as presented. The Commission then approved the plat for

Silver Star Subdivision (which approval -- in this instance -- is of course necessarily predicated on the annexation and zoning request being proposed as presented). (A copy of a portion of the Commission's report as it relates to the subdivision proposed in conjunction with this annexation request is hereafter. A copy of the hearing minutes from the Commission's meeting is also hereto attached.)

ANNEXATION/[RE]ZONING CONCLUSIONS OF LAW

10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted Comprehensive Plan for the neighborhood.

ANNEXATION/[RE]ZONING FINDINGS OF FACT

PERTAINING TO THE 190.36 ACRES OF LAND REQUESTED TO BE ZONED RS 7, Staff finds:

1. **Surrounding Zoning:**
   That City RS 8.5 zoned properties and County parcels most immediately adjoin and/or surround the Property (see attached Vicinity Map); and,

2. **Surrounding Land Uses:**
   That single-family detached residences and open land surround the Property; and,

3. **Reasonable:**
   That it may be variously argued that annexation of the Property is reasonable given that the Property is already located within the City of Nampa Impact Area in an area expanding with or expected to contain residential subdivisions; that City utility and emergency services are, or may be made, available to the Property; that the Property is a large section of relatively flat open ground located in such a way as to be readily developed into a housing development and given other factors bearing on the Property, not easily made marketable for commercial or industrial uses; and,

4. **Public Interest:**
   That Nampa has determined that it is in the public interest to provide a variety of housing products for its citizens and acknowledges the marketing attempts and studies conducted by developers of housing suggesting demand for the same as well as suitable locations for such development – in accordance with City endorsed locations and densities. Expressions of that policy are made in Nampa's adopted Comprehensive/Master Plan as well as embodied in its decisions to date regarding similar applications; and,

5. **Promotion of Zoning Purpose(s):**
   That one of the multiple purposes of zoning strives to preserve and protect single-family home property values. Another aims to ensure orderly, systematic development and patterns thereof which promote public health, safety and welfare. Included in the regulations therefore governing subdivision development are standards appertaining to housing density, building setbacks, building heights, provision of parking for housing, yard landscaping maintenance, street dimensions and composition standards, street

lighting regulations, etc. We find that the Project proposes an orderly development plan – some details of the same to be iterated hereafter; and,

6. **Comprehensive Plan:**
That the currently adopted (Feb. 2012) Comprehensive Plan Future Land Use Map designates the Property as being within, and suitable for, "Medium Density Residential" (4-9 du/a) development. An area of "High Density Residential" is overlaid on land west of, and abutting to, the Property. The "Medium Density Residential" setting has been deemed as supporting of, and harmonious with, single-family residential zones' allowed land uses and directly with City RS 6, RS 7 and RS 8.5 Zones' allowed densities (i.e., dwelling units per acre [du/a]); The Project proposes detached single-family houses, one per lot, in a multi-lot subdivision arrangement at a density of approximately 2.82 du/a (gross density) or 3.68 du/a (net density – excludes area devoted to rights-of-way); and,

In summary, the Property may be zoned RS 7, but nothing will [ultimately] force the Council to do as it acts in its quasi-judicial capacity to decide on the proper land use zone/district to assign to the Property. Given the findings noted above, however, RS 7 zoning is certainly an "entertainable" zone...

Public/Agency/City Department Comments:
Any correspondence from agencies or the citizenry regarding this application package [received by noon March 02, 2016] is hereafter attached to this report. Synopsis of principal comments from agencies, departments or the public that responded to this application and the public hearing notice(s) associated therewith are as follows:

a. (City Engineering will have comments concerning the proposal to be distributed in conjunction with the packets); and,

b. The City Forester has no objection(s) to the Project and has provided recommended requirements in the event Silver Star is approved; and,

c. The City Parks and Recreation Department has no objection(s) to the Project; and,

d. The Planning and Zoning Department, long term planning section, has no objection(s) to the requested Project; and,

e. The Community Planning Association of Southwest Idaho has provided comments appertaining to the Project; and,

f. The Nampa & Meridian Irrigation District has no objection(s) to the Project; and,

g. One letter of opposition has been received from Mr. Matt Davison; no other written correspondence either supporting or opposing the Project has been received from citizenry, including neighbors surrounding the Property...

Note: The recommended requirements alluded to above will be manifest in the recommended Conditions of Approval presented by Staff in this report hereafter as requisite (some may be more appropriately associated with the proposed subdivision plat made a part of this application package and therefore addressed via the plat approval....

RECOMMENDED CONDITION(S) OF APPROVAL

Should the City Council vote to approve the requested Annexation and Zoning Assignment of RS 7 for/on the Property, as desired by the Applicant, then Staff would recommend that the Council consider imposing the following Conditions of Approval against their approval:

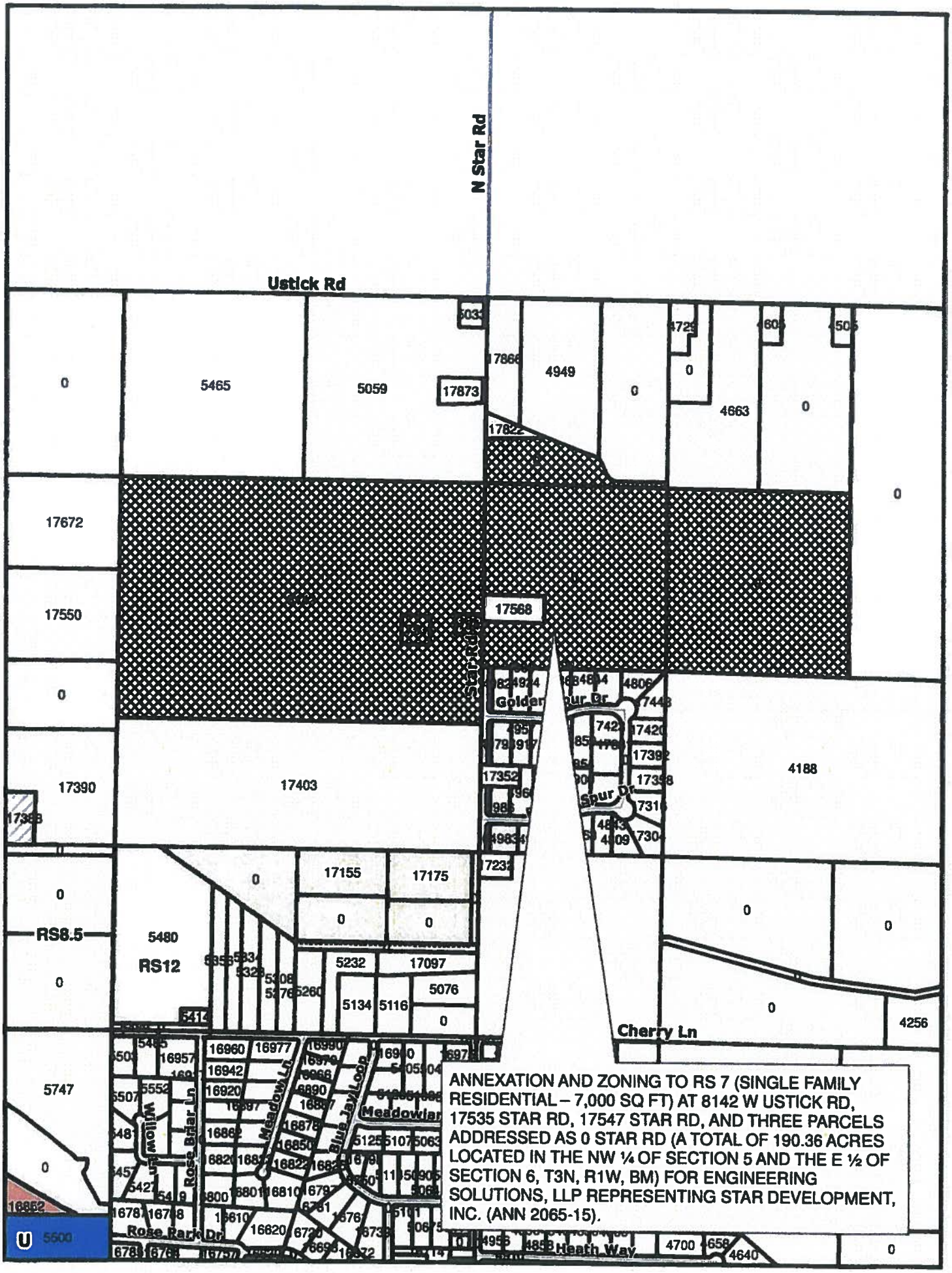
Generally:

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) as the entitlements granted by virtue of the City's approvals of the requested Annexation, Zoning and Preliminary Plat do not, and shall not have, the affect of abrogating requirements from those agencies in connection with entitlement of the Property; and,

2. That the Applicant, as Owner/Developer, [shall] enter into a Development Agreement set with the City of Nampa. The Agreement(s) shall contain such conditions (e.g., Project perimeter fencing) and terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant's request for entitlement approval to develop the Property as proposed by said Applicant(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…

ATTACHMENTS

- Copy of Annexation Vicinity Map (page/Exhibit 5)
- Copy of Applicant's representative's Project narrative [letter] (pages/Exhibits 6-7)
- Copy of Commission's Staff report – plat related portion etc. (pages/Exhibits 8-11)
- Copy of Annexation/Zoning Application (page/Exhibit 12)
- Copy of Preliminary Plat Vicinity Map (page/Exhibit 13)
- Copy of subdivision application form (pages/Exhibits 14-15)
- Copy(ies) of plat pages (pages/Exhibits 16-17)
- Copy of subdivision landscape concept plan (page/Exhibit 18)
- Copy of [responding] agency/department/public correspondence (page/Exhibits 19-26)
- Copy of draft Development Agreement (pages/Exhibits 27-39)
- Copy of January 12, 2016 Commission hearing minutes (pages/Exhibits 40-47)



ANNEXATION AND ZONING TO RS 7 (SINGLE FAMILY RESIDENTIAL – 7,000 SQ FT) AT 8142 W USTICK RD, 17535 STAR RD, 17547 STAR RD, AND THREE PARCELS ADDRESSED AS 0 STAR RD (A TOTAL OF 190.36 ACRES LOCATED IN THE NW ¼ OF SECTION 5 AND THE E ½ OF SECTION 6, T3N, R1W, BM) FOR ENGINEERING SOLUTIONS, LLP REPRESENTING STAR DEVELOPMENT, INC. (ANN 2065-15).

6

SILVER STAR SUBDIVISION
ANNEXATION AND ZONING AND
PRELIMINARY PLAT APPLICATIONS

WRITTEN NARRATIVE

Star Development, Inc., hereby applies for annexation and zoning of 190.36 acres from Agricultural and R-1 to RS-7 with a preliminary plat for 240 single-family residential lots and 23 open space/common lots on 85.07 acres. The parcels are located east and west of Star Road south of Ustick Road. The Safford Lateral bisects the eastern half of the property comprising the Silver Star Subdivision, then runs north and then west along the northern boundary of the property.

The applicant previously submitted requests for a comprehensive plan amendment, rezone and preliminary plat to Canyon County, which were approved on May 11, 2015. Canyon County Resolution No. 15-096 changed the designation from Agricultural to Residential, with a rezoning to R-1 approved as Canyon County Ordinance No. 15-012. The applicant has since determined it would be more desirable to be within the city limits of Nampa for the development. As the preliminary plat portion of the property is not currently adjacent to the city limits of Nampa, the annexation application includes the adjacent Van Beek properties to provide contiguity. A conceptual site plan consisting of 300 single family lots has been provided for the 105.29 acre Van Beek property.

The City of Nampa's Future Land Use Map designates the area as predominately Medium Density Residential and a small portion of Community Mixed Use. The surrounding area is a mixture of agricultural and residential uses. Silver Spur Ranch Subdivision adjoins the proposed preliminary plan along the south boundary. The proposed Silver Star Subdivision has lots ranging in size from 7,644 square feet to 18,853 square feet, with an average lot size of 10,568 square feet. The gross density of the project is 2.82 units per acre with a net density of 3.68 units per acre. The project will be constructed in seven phases. The number and size of phases may vary due to changing market conditions.

The preliminary plat is currently serviceable with City of Nampa central sewer and water. The parcel is located within the Birch/Purdam Sewer Service Area. The property is subject to a "Sewer Improvement Reimbursement Agreement" dated June 23, 2006. The City of Nampa agreed to provide sewer service to the property in accordance with conditions of financial participation in downstream infrastructure costs as outlined in the agreement. An interim sewer lift station and pressure sewer line will be installed to serve the property along Star Road. The development will pressure into the existing gravity sewer mains feeding to the existing Birch Lift Station. At such time as a gravity sewer main is available, allowing service by the Purdam Regional lift station, the interim lift station will be taken off-line.

Municipal water service to the subject property will be provided by extension of a 12-inch water main lines in both Star and Cherry Lane Roads. It is my understanding that a Water Service Agreement will be required prior to installation of the main lines.

The roads within the development will be public roads and will be designed to City of Nampa and Nampa Highway District Standards. The streets will include a 34-foot section with curb,

gutter and 4-foot detached sidewalk. A 6-foot landscaped parkway will separate the roadway and the sidewalk. Storm drainage will be retained on site, and the discharge will not exceed the pre-development flows. Local streets will utilize a combination of above-ground retention and detention facilities in common areas and subsurface seepage bed facilities. All storm drainage facilities will be designed in accordance with City of Nampa and Department of Environmental Quality standards. A Traffic Study has been submitted with the application which includes a requirement for left- and right-hand tum lanes on Star Road for access to the site. The required turn lanes will be constructed in conjunction with the entrances. The proposed project will generate 2,285 vehicle trips per day at build out.

The project includes a 30-foot wide landscape buffer along Star Road, collector buffers of 20 feet in width with detached sidewalks. The amenities include 8.09 acres common area with central open space lot consisting of 34,194 square feet. The applicant will install play equipment within the common lot. A landscape plan has been submitted with the application.

Irrigation will be provided via a pressurized irrigation system utilizing surface water right from the Safford Lateral. Any existing irrigation or drainage facilities that provide service to adjacent properties will be protected and piped accordingly. The Safford Lateral is under jurisdiction of Nampa-Meridian Irrigation District. The applicant's representative met with District and discussed protection of the easements, access and maintenance of the facility. Six-foot-high chain-link fence along the lateral will be provided. The property contains best and moderately suited soils and is prime agricultural land if irrigated. A portion of the original tract has been developed as Silver Spur Ranch Subdivision. The property lies within Nampa's Area of City Impact, within 1,400 feet of existing city limits and can reasonably be served with central services.

The properties are within an area designated for residential development on the City's future land use map. The Medium Density Residential designation allows for 4-9 dwelling units per acre. The proposed use of low- and medium-density residential (2.82 dwelling units per acre) is consistent with the existing residential uses. With the extension of public services into this area, the character is transitioning from agricultural to urban.

The Silver Star development complies with the Comprehensive Plan by promoting various types of housing to meet the needs and preferences of citizens regardless of age, race, income or family size. The Comprehensive Plan encourages an emphasis on high-quality residential development and variety of housing.

SILVER STAR SUBDIVISION STATISTICS AT A GLANCE

Overall Platted Site Area- 85.07 acres
Total, Project Lot Count- 263
Total, Res. Bldg., Lot Count- 240
Total Common Lot Count- 23
Project Density- ~ 2.82 du/a gross; 3.68 du/a net

Regarding "RS 7 Residential Building Lots" *:

Min. Allowed RS 7 Bldg. Lot Size-
7,000 sq. ft. (N.C.C. § 10-8-6)
Min. Proposed RS 7 Bldg. Lot Size-
7,644 sq. ft.

Min. Allowed Avg. RS 7 Bldg. Lot Size-
8,000 sq. ft. (N.C.C. § 10-27-6.F(2)
Proposed Avg. RS 7 Bldg. Lot Size-
10,361 sq. ft. per plat

Periphery Compatibility Applicability-
Applicable at southwest corner of the Plat where a portion of the same is juxtaposed against Silver Spur Ranch Subdivision (N.C.C. § 10-27-6.F(2)
Periphery Compatibility Compliance-
Achieved; according to the subdivision code section that appertains to "RS6 And RS7 Zones; Residential Lot Compatibility"

Min. Req. St. Frontage RS 7 Zone-
22' (N.C.C. § 10-8-6)

Min. Allowed RS 7 Bldg. Lot Widths-
50' @ 20' front setback line (N.C.C. § 10-8-6)

Min. Allowed RS 7 Bldg. Lot Depths-
70' (N.C.C. § 10-8-6)

Plat Development Data/Notes: See plat sheets
* Note that per 10-27-4.A.3. the above standards may be deemed non-applicable to 20% of the Subdivision's building lots upon Developer request and proper plat labeling (during preliminary plat design and entitlement phase). It appears the Applicant is not using the allowance in their Plat's design.

FINDINGS OF FACT & NOTES REGARDING PLAT

Platting of this Project will serve to divide the land. It must be done in accordance with state law, Nampa City Code § 10-27, Nampa City Code § 10-8, Nampa City Code § 10-33, and, in cooperation with the City's currently adopted Engineering design and specification manuals.

Accordingly, Plat review was done to analyze the Project's compliance to code in the context of this Project having already been annexed and zoned.

Regarding the [new] Plat proposal, Zoning Staff finds:

1. **Minimum Lot Areas:**
   No issues; All building lots appear to meet or exceed minimum sizing required...therefore, the Plat is deemed compliant in this regard; and,

2. **Average Lot Size:**
   No issues; According to the Project engineer, the Subdivision appears to meet or exceed minimum lot average sizing required...therefore, the Plat is deemed compliant in this regard; and,

3. **Lot Compatibility:**
   No issues; The Subdivision appears to meet or exceed cross subdivision boundary minimum lot sizing required (10,000 sq. ft.) which applies to Lots 2-11 of Block 6...therefore, the Plat is deemed compliant in this regard; and,

4. **Landscaping:**
   A landscape plan was submitted for the Project. Per the plan, internal streets and common areas (including along Star Road and N. Griffon Avenue are proposed to be landscaped. Landscaping layout, material(s), and quantity of elements appear to substantially meet code requirements. Landscape plan revisions are/will be required based on City Forester comments. Playground equipment is proposed within the main common area lot (Lot 20, Block 2); and,

6. **Internal Street Design:**
   City Engineering has deemed the proposed street sections and design acceptable; and,

7. **Path/Trailway(s):**
   Neither the Parks Department nor our long range planning Staff has noted the need for a pathway in association with Project build-out. The Applicant is proposing an internal pathway set (Lot 6, Block 6 & Lot 6, Block 10). The ground along the Safford Lateral will be fenced off from public access; and,

8. **Misc./Correspondence:**
   Any correspondence from agencies or the citizenry regarding the Project is hereafter attached to this report as already noted above. Agency comments are primarily geared towards recommending conditions for the Project should it be approved.

10

RECOMMENDED CONDITION(S) OF APPROVAL

Should the Commission vote to recommend to the City Council that they approve the requested Annexation and Zoning Assignment to RS 7 for/on the Property, as desired by the Applicant, as well as approve the Preliminary Plat Approval request for a portion thereof, then Staff would recommend that the Commission consider imposing the following Conditions of Approval against their plat 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) as the entitlements granted by virtue of the City's approvals of the requested Annexation, Zoning and Preliminary Plat do not, and shall not have, the affect of abrogating requirements from those agencies in connection with entitlement of the Property; and,

Specifically:

2. 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 <January 2016> memorandum from the Nampa Engineering Division authored by Daniel Badger (copy hereto attached); and,

   b. 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,

3. 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,

4. 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; and,

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

+ les subd. ord 6' fencing along lateral

ATTACHMENTS

- Copy of Applicant's representative's Project narrative [letter] (pages/Exhibits 8-9)
- Copy of Annexation Vicinity Map (page/Exhibit 10)
- Copy of Annexation/Zoning Application (page/Exhibit 11)
- Copy of Preliminary Plat Vicinity Map (page/Exhibit 12)
- Copy of Applicant's Vicinity Map (page/Exhibit 13)
- Copy of subdivision application form (pages/Exhibits 14-15)
- Copy(ies) of plat pages (pages/Exhibits 16-17)
- Copy of [responding] agency correspondence (page/Exhibits 18+)

* Copy of Opposition letter from Bradley Davis

12

1/12/16 PZ
Robert

APPLICATION FOR ANNEXATION/ZONING

City of Nampa, Idaho

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: Star Development, Inc./Engineering Solutions, LLP Phone: 208-888-1852/208-938-0980

Address: P. O. Box 518/1029 N. Rosario Street, Suite 100 City: Meridian State: ID Zip Code: 83680/83642

Applicant's interest in property: (circle one) Own Rent Other Development Company

Owner Name: Star Farm LLC et al (see attached list) Phone: 208-888-1852

Address: P. O. Box 518 City: Meridian State: ID Zip Code: 83680

Address of subject property: 8142 W. Ustick Road, 17535 Star Road, 17547 Star Road, Unassigned Star Road 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: RS-7

State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property: The applicant is requesting annexation of 190.36 acres with a zoning of R-7 for the Silver Star Subdivision on 85.07 acres (see attached narrative).

Dated this 29th day of October, 20 15

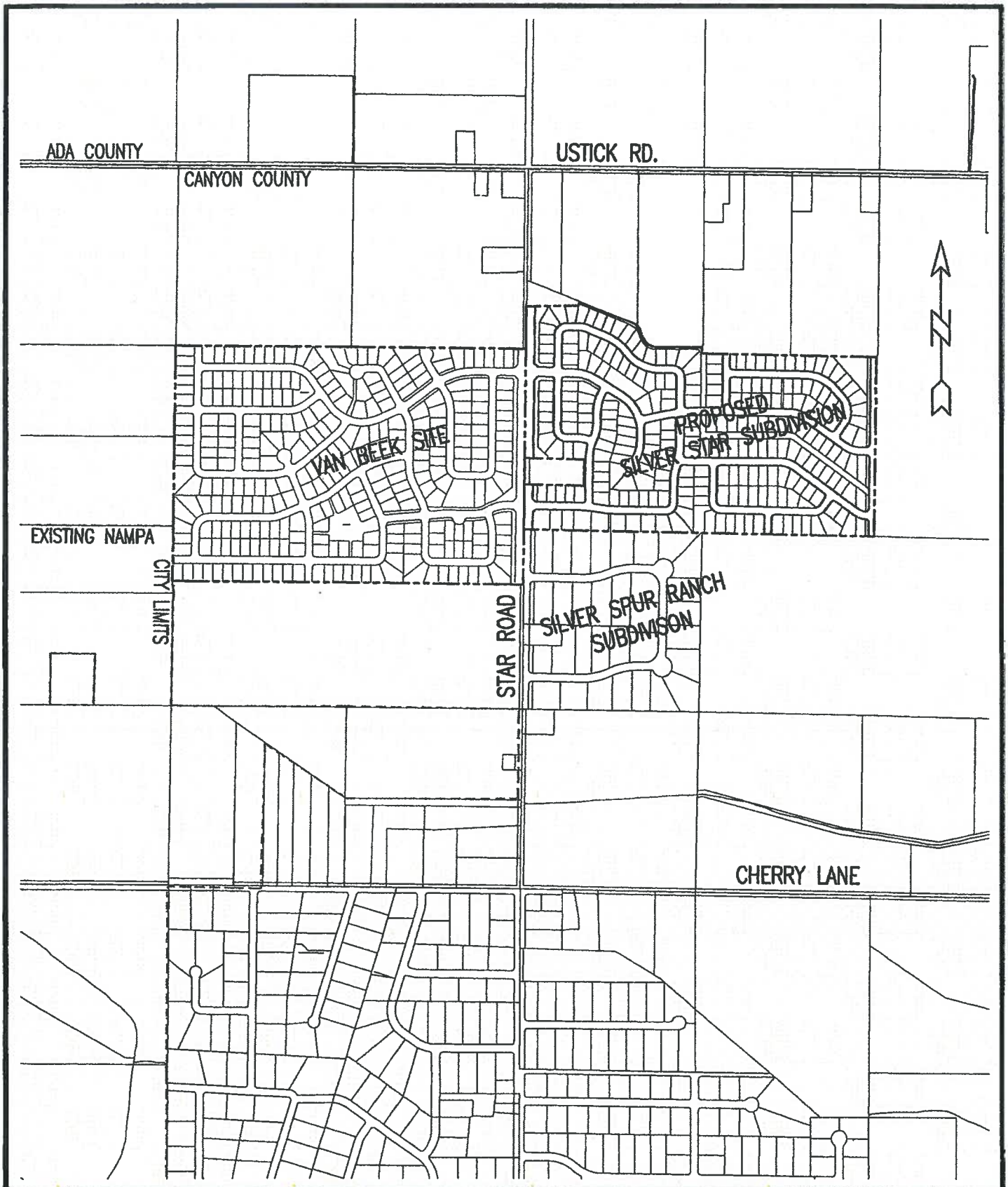
Rebecca L McKay
Applicant Signature

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 2065 - 2015 Project Name: Silver Star Ann



SILVER STAR SUBDIVISION

LOCATED IN THE NW 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, B.M.
CANYON COUNTY, IDAHO
SCALE: 1" = 1000'

A. GENERAL INFORMATION

Subdivision Name Silver Star Subdivision
Total Acres 85.07
Intended Land Uses Circle (residential, single-family, multi-family, commercial, industrial)
Property Address(es) See attached list
Legal Description See attached
Canyon County Parcel Account Number(s) R303600000, R3036200000, R3036301300, R3037301100, R3037301000 and R3037300000
Existing Zoning. (Circle one) RA RS RSM RD RML RMH RP BN CB BC BF IP IL IH AG
(County Zoning) R-1

B. OWNER/ APPLICANT INFORMATION

Owner of Record

Name	Star Farm LLC et al - See attached list
Address	P. O. Box 518
City	Meridian
State	Idaho
Telephone	208-888-1852
Email	8881852@gmail.com
Fax	N/A

Applicant

Name	Star Development, Inc.
Address	P. O. Box 518
City	Meridian
State	Idaho
Telephone	208-888-1852
Email	8881852@gmail.com
Fax	N/A

Engineer/Surveyor/Planner

Name	Engineering Solutions, LLP/Land Solutions, LLP/Becky McKay
Address	1029 N. Rosario Street, Suite 100
City	Meridian
State	ID
Telephone	208-938-0980
Email	es-beckym@qwestoffice.net
Fax	208-938-0941

15

C. SUBDIVISION INFORMATION

Lot Types	*Number of Lots*	*Acres*
Residential	240	57.09
Dwelling units per acre (gross /net)	2.82/3.68	
Commercial	0	
Industrial	0	
Common (Landscape, Utility, Other)	23	8.09
Open Space	Right-of-way	19.89
Total	263	85.07

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.

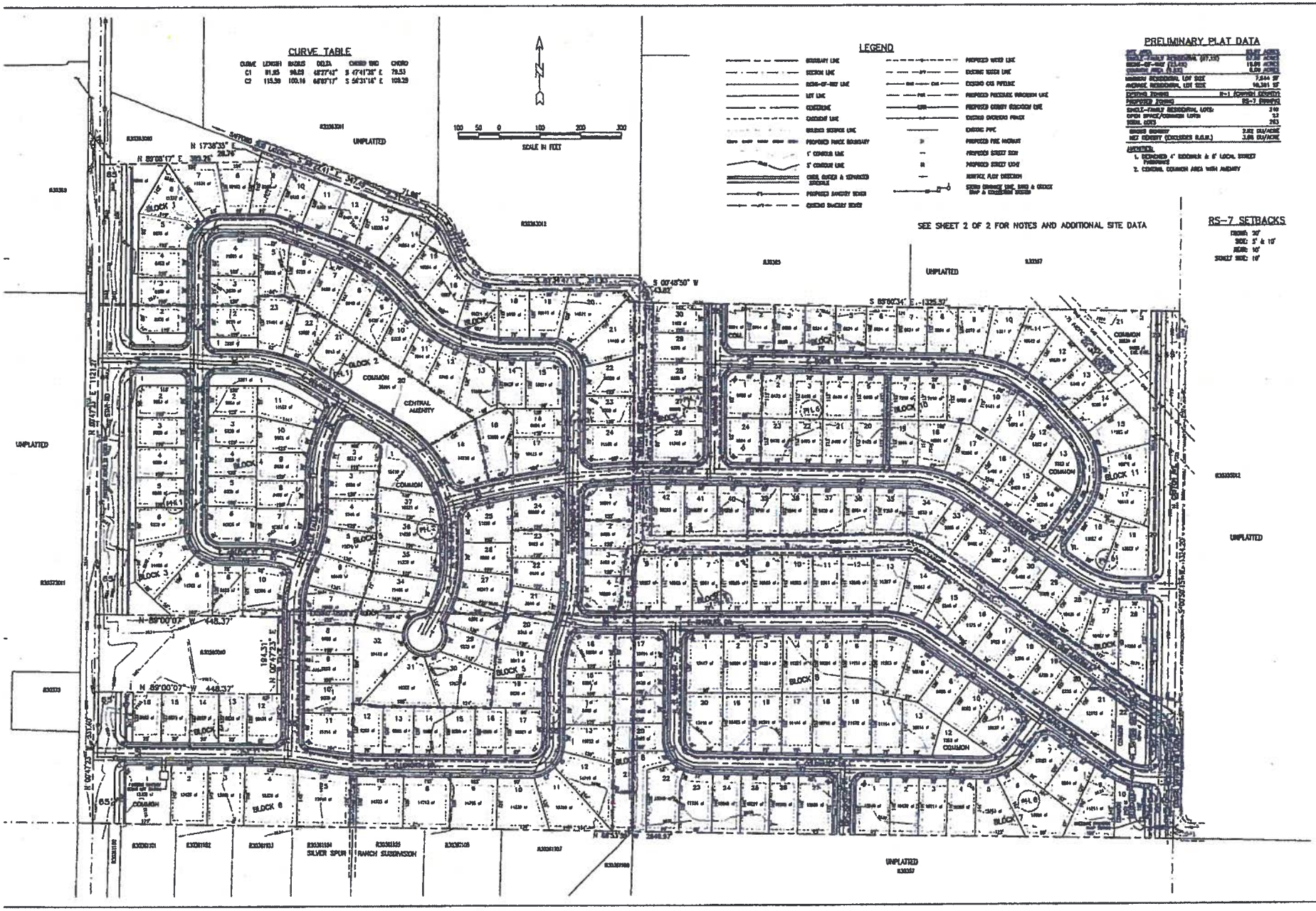
All information, statements, attachments, and exhibits included with this application submittal are true to the best of my knowledge.

Signature Becky Mckay Date 10/29/15

For City Office Use Only

FEE $: _____ **CASH:** _____ **CHECK:** _____ **RECEIPT NO.:** _____

DATE RECEIVED: _____ **RECEIVED BY:** _____ **HEARING DATE:** _____



OWNERS OF RECORD
STAR FARM LLC
P.O. BOX 516
MERIDIAN, IDAHO 83680
Phone (208) 888-1853

DEVELOPER
STAR DEVELOPMENT, INC.
P.O. BOX 516
MERIDIAN, IDAHO 83680
Phone (208) 888-1853

PLANNER / CONTACT
BECKY McKAY
1029 N. ROSARIO ST., STE. 100
MERIDIAN, ID 83642
Phone (208) 538-0301 Fax (208) 538-0341

ENGINEERING SOLUTIONS
1029 N. ROSARIO ST., STE. 100
MERIDIAN, ID 83642
Phone (208) 538-0301 Fax (208) 538-0341

SILVER STAR SUBDIVISION
PRELIMINARY PLAT
LOCATED IN THE NW 1/4 OF SECTION 5, T.3N., R.1W., B.M.
KAMPA, CANYON COUNTY, IDAHO

SCALE 1"=100'
DRILLDATE 10/22/15
PROJ NO. 150801
SHEET 1 OF 2
PRE
/150801-PRE.DWG

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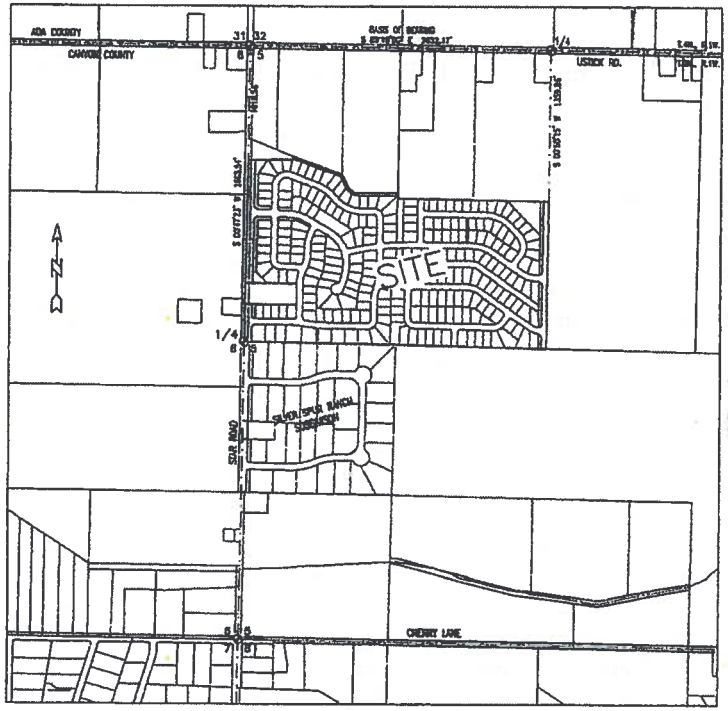


VICINITY MAP
1" = 100'
LOCATED IN SECTION 5, T. 3N., R.1W., B.M.
NAMPA, CANYON COUNTY, IDAHO

NOTES

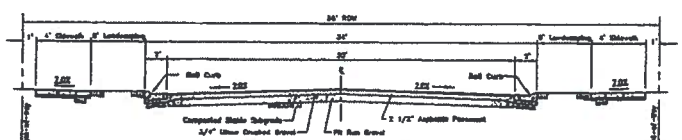
1. ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A 10' UTILITY, DRAINAGE AND PROPERTY DRAINAGE EASEMENT.
2. ALL SIDE YARD LOT LINES HAVE A 5' PROPERTY DRAINAGE AND DRAINAGE EASEMENT EACH SIDE OF THE LOT LINE. ALL REAR YARD LOT LINES HAVE A 10' DRAINAGE AND PROPERTY DRAINAGE EASEMENT. THIS EASEMENT SHALL BE 12' WIDE IF ADJACENT TO PLATTED OR UNPLATTED LAND WHERE NO EASEMENT EXISTS.
3. THE SURFACE PROPERTY DOES NOT FALL WITHIN THE FEMA 100 YEAR FLOOD HAZARD ZONE-REFERENCE FIRM PANELS 1603700300F, DATED MAY 24, 2011 (NOT PRINTED AND TRANSMITTED), DATED FEBRUARY 19, 2003.
4. ALL SIDE YARD LINES OF 5' ON THE SURFACE PROPERTY DRAINAGE.
5. ALL SIDE YARD SHALL BE 5' ON THE SURFACE PROPERTY DRAINAGE.
6. DRAINAGE DRAINAGE SHALL BE DESIGNED ON THE SURFACE PROPERTY DESIGNED PER "BEST MANAGEMENT PRACTICES" AND CITY OF NAMPA REQUIREMENTS AS APPROVED BY THE CITY OF NAMPA.
7. PROPERTY DRAINAGE WILL BE PROVIDED TO EACH LOT IN ACCORDANCE WITH RAMP DATE 11-30-2011(DR) AND CITY OF NAMPA REQUIREMENTS. ALL DATE IN THIS DRAINAGE WILL BE DIVULGED TO DRAINAGE WATER RIGHTS AND WILL BE SUBJECT TO ACCEPTANCE WITH THE CITY OF NAMPA.
8. DRAINAGE DRAINAGE SHALL COMPLY TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF NAMPA AT THE TIME OF ORDINANCE OF DRAINAGE PERMITS, BY THE COUNTY, WHICHEVER IS MORE RESTRICTED.
9. LOTS 1 & 25, BLOCK 1; LOTS 1 & 24, BLOCK 2; LOTS 1, 11 & 12, BLOCK 3; LOT 1, BLOCK 4; LOTS 1 & 5, BLOCK 5; LOTS 10 & 11, BLOCK 7; LOT 12, BLOCK 8; LOTS 12, 24 & 25, BLOCK 9; LOTS 1 & 13, BLOCK 10; AND LOTS 1, 20 & 21, BLOCK 11 ARE OPEN SPACE/DRAINAGE LOTS TO BE OWNED AND MAINTAINED BY THE SILVER SPUR RANCH SUBDIVISION OR AS ACCEPTED. ALL SIDE LOTS ARE FOR SPACE FAMILY DRAINAGE EASEMENT.
10. DRAINAGE COUNTY DRAINAGE DRAINAGE AND DRAINAGE WILL BE DIVULGED TO THE DRAINAGE WATER RIGHTS AND WILL BE SUBJECT TO THE ACCEPTANCE WITH THE CITY OF NAMPA PLATS.
11. THE PUBLIC UTILITY AND DRAINAGE DRAINAGE AND DRAINAGE WILL BE DIVULGED TO THE DRAINAGE WATER RIGHTS AND WILL BE SUBJECT TO THE ACCEPTANCE WITH THE CITY OF NAMPA PLATS.
12. THE DRAINAGE DRAINAGE DRAINAGE DRAINAGE DRAINAGE WILL BE DIVULGED TO THE DRAINAGE WATER RIGHTS AND WILL BE SUBJECT TO THE ACCEPTANCE WITH THE CITY OF NAMPA PLATS.
13. THE DRAINAGE DRAINAGE DRAINAGE DRAINAGE DRAINAGE WILL BE DIVULGED TO THE DRAINAGE WATER RIGHTS AND WILL BE SUBJECT TO THE ACCEPTANCE WITH THE CITY OF NAMPA PLATS.
14. THIS DRAINAGE DRAINAGE DRAINAGE DRAINAGE DRAINAGE WILL BE DIVULGED TO THE DRAINAGE WATER RIGHTS AND WILL BE SUBJECT TO THE ACCEPTANCE WITH THE CITY OF NAMPA PLATS.
15. LOT 6, BLOCK 4 AND LOT 8, BLOCK 10 ARE DIVULGED BY DRAINAGE EASEMENTS FOR PURPOSES AND PEDESTRIAN ACCESS.
16. LOT 25, BLOCK 1 AND LOT 10, BLOCK 2 AND LOTS 12 & 24, BLOCK 9 ARE DIVULGED BY DRAINAGE EASEMENTS IN AREAS OF THE NAMPA & CANYON COUNTY DRAINAGE FOR DRAINAGE AND DRAINAGE OF THE SAFFORD LATERAL.

LOT AREA TABLE

BLOCK	LOT	SF	ACRES	TYPE
1	1	21020	0.482	COM.
1	2	8350	0.192	RES.
1	3	8400	0.193	RES.
1	4	8400	0.193	RES.
1	5	9873	0.227	RES.
1	6	11777	0.270	RES.
1	7	11884	0.271	RES.
1	8	10183	0.234	RES.
1	9	8968	0.229	RES.
1	10	8412	0.193	RES.
1	11	8199	0.193	RES.
1	12	8407	0.193	RES.
1	13	10228	0.227	RES.
1	14	10304	0.241	RES.
1	15	10364	0.231	RES.
1	16	9904	0.227	RES.
1	17	10224	0.227	RES.
1	18	8393	0.208	RES.
1	19	10347	0.231	RES.
1	20	14571	0.235	RES.
1	21	14415	0.231	RES.
1	22	10329	0.237	RES.
1	23	9000	0.207	RES.
1	24	11380	0.237	RES.
1	25	34898	0.801	COM.
1	26	11345	0.260	RES.
1	27	10000	0.230	RES.
1	28	9379	0.215	RES.
1	29	8375	0.219	RES.
1	30	9452	0.217	RES.
2	1	3537	0.081	COM.
2	2	9629	0.221	RES.
2	3	9200	0.207	RES.
2	4	11301	0.264	RES.
2	5	10035	0.230	RES.
2	6	9793	0.225	RES.
2	7	9450	0.217	RES.
2	8	8940	0.228	RES.
2	9	9470	0.217	RES.
2	10	8305	0.188	RES.
2	11	7644	0.175	RES.
2	12	9745	0.224	RES.
2	13	11801	0.271	RES.
2	14	8407	0.193	RES.
2	15	10601	0.243	RES.
2	16	8494	0.195	RES.
2	17	10136	0.233	RES.
2	18	12083	0.300	RES.
2	19	14018	0.322	RES.
2	20	35194	0.808	COM.
2	21	8813	0.205	RES.
2	22	10707	0.246	RES.
2	23	11481	0.262	RES.
3	2	15118	0.377	COM.
3	7	9550	0.219	RES.
3	3	9000	0.207	RES.
3	4	9000	0.207	RES.
3	5	9000	0.207	RES.
3	6	9979	0.228	RES.
3	7	14469	0.332	RES.
3	8	14768	0.339	RES.
3	9	9633	0.221	RES.
3	10	12789	0.294	RES.
3	11	1944	0.045	COM.
3	12	10434	0.239	RES.
3	13	8830	0.203	RES.
3	14	8857	0.204	RES.
3	15	8875	0.204	RES.
3	16	8893	0.204	RES.
3	17	8617	0.085	RES.
4	1	7364	0.169	COM.
4	1	9979	0.207	RES.
4	2	9000	0.207	RES.
4	4	9000	0.207	RES.
4	5	9000	0.207	RES.
4	6	10606	0.241	RES.
4	7	10363	0.238	RES.
4	8	8400	0.193	RES.
4	9	8498	0.195	RES.
4	10	9868	0.227	RES.
4	11	11180	0.257	RES.
5	1	15119	0.347	COM.
5	2	8312	0.195	RES.
5	3	8580	0.197	RES.
5	4	9344	0.215	RES.
5	5	10671	0.243	RES.
5	6	10848	0.244	RES.
5	7	10712	0.246	RES.
5	8	9000	0.207	RES.
5	9	9000	0.207	RES.
5	10	9000	0.207	RES.
5	11	11714	0.257	RES.
5	12	9237	0.212	RES.
5	13	9000	0.207	RES.
5	14	9000	0.207	RES.
5	15	9000	0.207	RES.
5	16	9000	0.207	RES.
5	17	10327	0.242	RES.
5	18	9238	0.212	RES.
5	19	9543	0.219	RES.
5	20	9045	0.208	RES.
5	21	8948	0.205	RES.
5	22	9416	0.216	RES.
5	23	8400	0.193	RES.
5	24	10583	0.243	RES.
5	25	11552	0.263	RES.
5	26	9369	0.208	RES.
5	27	10341	0.237	RES.
5	28	9373	0.215	RES.
5	29	9233	0.212	RES.
5	30	17834	0.409	RES.
5	31	16002	0.369	RES.
5	32	17446	0.421	RES.
5	33	9207	0.211	RES.
5	34	11403	0.262	RES.
5	35	11376	0.260	RES.
5	36	11088	0.255	RES.
5	37	10521	0.242	RES.
6	1	18506	0.425	COM.
6	2	13425	0.308	RES.
6	3	13409	0.309	RES.
6	4	19374	0.445	RES.
6	5	17748	0.407	RES.
6	6	1933	0.044	COM.
6	7	14703	0.338	RES.
6	8	14743	0.338	RES.
6	9	14798	0.340	RES.
6	10	14259	0.327	RES.
6	11	15730	0.362	RES.
6	12	14743	0.339	RES.
6	13	10153	0.233	RES.
6	14	8400	0.193	RES.
6	15	8398	0.193	RES.
6	16	10064	0.231	RES.
6	17	10194	0.234	RES.
6	18	8400	0.193	RES.
6	19	8400	0.193	RES.
6	20	8460	0.194	RES.
6	21	18866	0.433	RES.
6	22	13318	0.306	RES.
6	23	11734	0.269	RES.
6	24	10343	0.238	RES.
6	25	10277	0.235	RES.
6	26	10208	0.234	RES.
6	27	12283	0.282	RES.
7	1	12343	0.281	RES.
7	2	10130	0.232	RES.
7	3	10116	0.232	RES.
7	4	10093	0.231	RES.
7	5	12853	0.295	RES.
7	6	17801	0.409	RES.
7	7	10023	0.230	RES.
7	8	9884	0.225	RES.
7	9	14891	0.342	RES.
7	10	9933	0.228	COM.
7	11	2542	0.058	COM.
8	1	13417	0.308	RES.
8	2	10501	0.241	RES.
8	3	11251	0.258	RES.
8	4	11251	0.258	RES.
8	5	10501	0.241	RES.
8	6	11251	0.258	RES.
8	7	11995	0.275	RES.
8	8	10348	0.235	RES.
8	9	9000	0.207	RES.
8	10	9000	0.207	RES.
8	11	10637	0.244	RES.
8	12	7059	0.163	COM.
8	13	10914	0.251	RES.
8	14	11164	0.256	RES.
8	15	11872	0.268	RES.
8	16	10752	0.248	RES.
8	17	11454	0.263	RES.
8	18	11341	0.260	RES.
8	19	10483	0.241	RES.
8	20	11119	0.301	RES.
9	1	10219	0.233	RES.
9	2	8400	0.193	RES.
9	3	8400	0.193	RES.
9	4	10830	0.241	RES.
9	5	10087	0.232	RES.
9	6	10583	0.243	RES.
9	7	8881	0.220	RES.
9	8	10583	0.243	RES.
9	9	10563	0.243	RES.
9	10	10563	0.249	RES.
9	11	9861	0.226	RES.
9	12	10563	0.243	RES.
9	13	11297	0.262	RES.
9	14	11682	0.272	RES.
9	15	8935	0.225	RES.
9	16	9373	0.215	RES.
9	17	6730	0.301	RES.
9	18	9375	0.215	RES.
9	19	6750	0.301	RES.
9	20	6750	0.301	RES.
9	21	11110	0.301	RES.
9	22	10944	0.251	COM.
9	23	7843	0.066	COM.
9	24	72159	1.679	COM.
9	25	5836	0.134	COM.
9	26	14380	0.335	RES.
9	27	13487	0.187	RES.
9	28	10431	0.239	RES.
9	29	9000	0.207	RES.
9	30	8400	0.193	RES.
9	31	9000	0.207	RES.
9	32	8400	0.193	RES.
9	33	8395	0.193	RES.
9	34	9933	0.228	RES.
9	35	9788	0.211	RES.
9	36	8764	0.201	RES.
9	37	8494	0.218	RES.
9	38	9044	0.208	RES.
9	39	9797	0.223	RES.
9	40	9325	0.214	RES.
9	41	10097	0.232	RES.
9	42	10323	0.237	RES.
10	1	9705	0.223	RES.
10	2	8475	0.195	RES.
10	3	8475	0.195	RES.
10	4	8475	0.195	RES.
10	5	8475	0.195	RES.
10	6	3390	0.078	COM.
10	7	7918	0.182	RES.
10	8	7918	0.182	RES.
10	9	8800	0.202	RES.
10	10	9461	0.217	RES.
10	11	9078	0.208	RES.
10	12	9282	0.213	RES.
10	12	8479	0.195	RES.
10	13	7632	0.175	COM.
10	14	10315	0.234	RES.
10	15	8400	0.193	RES.
10	16	8402	0.193	RES.
10	17	10630	0.246	RES.
10	18	10531	0.237	RES.
10	19	7914	0.182	RES.
10	20	8475	0.195	RES.
10	21	8475	0.195	RES.
10	23	8475	0.195	RES.
10	24	9534	0.220	RES.
11	1	9001	0.217	COM.
11	2	8514	0.196	RES.
11	3	8525	0.196	RES.
11	4	8534	0.196	RES.
11	5	8524	0.196	RES.
11	6	8534	0.196	RES.
11	7	8534	0.196	RES.
11	8	8574	0.198	RES.
11	9	8879	0.204	RES.
11	10	9591	0.220	RES.
11	11	10848	0.251	RES.
11	12	10563	0.243	RES.
11	13	8440	0.194	RES.
11	14	9386	0.215	RES.
11	16	11980	0.275	RES.
11	16	10878	0.245	RES.
11	17	10810	0.242	RES.
11	18	13087	0.300	RES.
11	19	11522	0.287	RES.
11	20	14312	0.279	COM.
11	21	38234	0.892	COM.

EASEMENT TABLE

LOT	BLOCK	AREA	USE
6	8	1933 SF	PARKWAY
8	10	3390 SF	PARKWAY
25	1	34898 SF	SAFFORD LATERAL
18	7	9830 SF	SAFFORD LATERAL
22	8	10341 SF	SAFFORD LATERAL
24	9	73380 SF	SAFFORD LATERAL
20	11	2764 SF	GAS PIPELINE
21	11	34007 SF	GAS PIPELINE



TYPICAL RESIDENTIAL STREET SECTION (56' R.O.W.)
N.T.S.

OWNERS OF RECORD
STAR FARM LLC
P.O. BOX 518
MERIDIAN, IDAHO 83680

DEVELOPER
STAR DEVELOPMENT, INC.
P.O. BOX 518
MERIDIAN, IDAHO 83680

PLANNER / CONTACT
BECKY McKAY
1029 N. ROSARIO ST., STE. 100
MERIDIAN, ID 83642
Phone (208) 938-0480 Fax (208) 938-0941

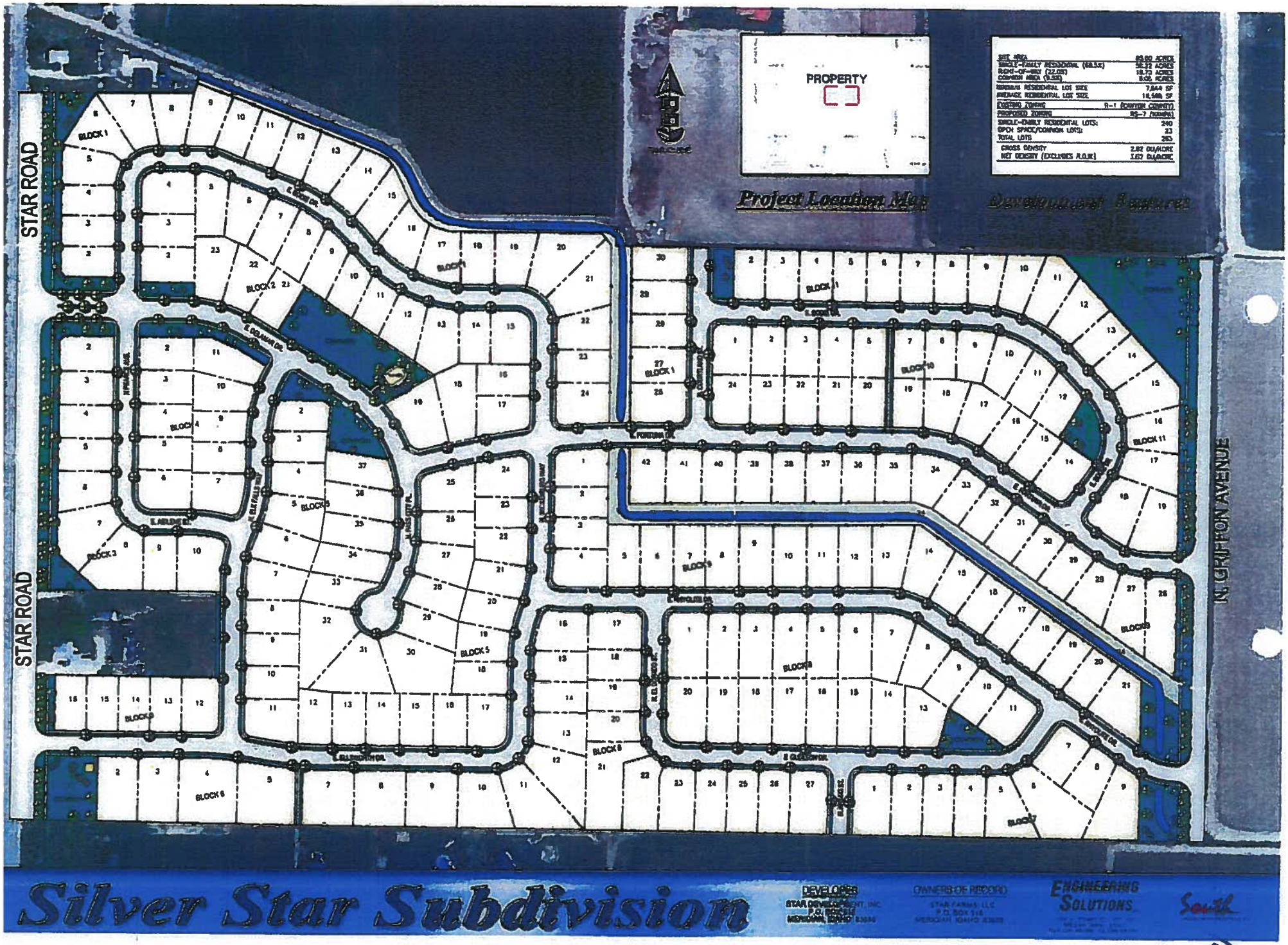
REVISIONS

ENGINEERING SOLUTIONS LLP
1029 N. ROSARIO ST., STE. 100
MERIDIAN, ID 83642
Phone (208) 938-0480 Fax (208) 938-0941

SILVER STAR SUBDIVISION
PRELIMINARY PLAT
LOCATED IN THE NE 1/4 OF SECTION 5, T.3N., R.1W., B.M.
NAMPA, CANYON COUNTY, IDAHO

SCALE 1"=100'
ENGINE 10/22/15
PROJ. NO. 150801
SHEET 2 OF 2
PRE
/150801-PRE.DWG

17


PROPERTY
Project Location Map
Development Features
SITE AREA 93.60 ACRES
SINGLE-FAMILY RESIDENTIAL (68.5%) 64.23 ACRES
RIGHT-OF-WAY (22.0%) 18.73 ACRES
COMMON AREA (9.5%) 8.05 ACRES
MINIMUM RESIDENTIAL LOT SIZE 7,844 SF
AVERAGE RESIDENTIAL LOT SIZE 16,588 SF
EXISTING ZONING R-1 (CANYON COUNTY)
PROPOSED ZONING RS-7 (NAMPA)
SINGLE-FAMILY RESIDENTIAL LOTS: 240
OPEN SPACE/COMMON LOTS: 23
TOTAL LOTS 263
GROSS DENSITY 2.82 DU/ACRE
NET DENSITY (EXCLUDES R.O.W.) 3.67 DU/ACRE
STAR ROAD
STAR ROAD
N. GRIFFON AVENUE
Silver Star Subdivision
DEVELOPER
OWNER(S) OF RECORD
ENGINEERING SOLUTIONS
South

8

19

Sylvia Mackrill

From: Tanya Gaona
Sent: Wednesday, December 02, 2015 10:01 AM
To: Sylvia Mackrill
Subject: Project SUB 660-15; Silver Star Subdivision

Sylvia,

In regards to the preliminary plat for Silver Star Subdivision, the following conditions must be met before Earl Moran, City Forester, can approve:

1. Select an alternate variety of tree than Red Sunset Maple. Soil PH does not allow the tree to survive.

2. No evergreens shall be planted on the public right of way.

3. Powerline restrictions within 20 feet on either side of the center of the right of way. Class II & III only permitted to be planted under powerlines.

Tanya Gaona
Administrative Assistant II
City of Nampa, Forestry Department
468-5748

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.

Sylvia Mackrill

From: Cody Swander
Sent: Friday, November 20, 2015 3:28 PM
To: Sylvia Mackrill
Cc: Darrin Johnson
Subject: Silver Star Subdivision Project: SUB 660-15

Hi Sylvia,
Nampa Parks has reviewed the preliminary plat for Silver Star Subdivision Project SUB 660-15 and have no requests.

Thank you,

Cody Swander
Nampa Parks Superintendent

Nampa Parks Department
312 1st Street South
Nampa, ID 83651
208.468.5890

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.

Memo

To: Planning and Zoning Commission

From: Karla Nelson, Community Planner

Date: November 25, 2015

Re: Silver Star Subdivision Preliminary Plat

Future Silver Star Subdivision children will attend school in West Ada School District. None of the associated schools are within walking distance.

Associated Schools:

Ponderosa Elementary School – The subdivision is 2.8 miles from the Elementary School.

Meridian Middle School – The subdivision is 5.4 miles from the Middle School.

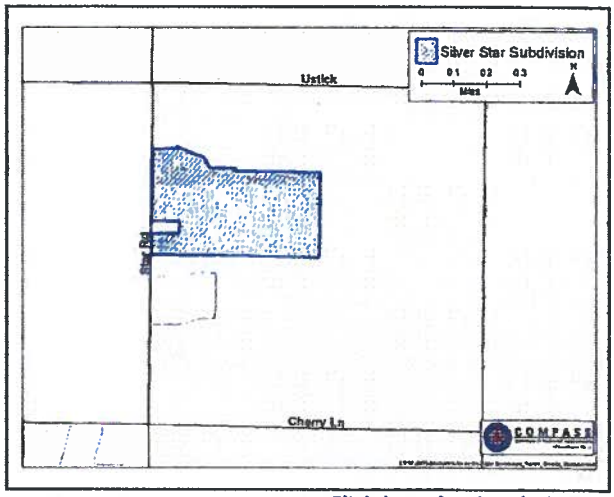
Meridian High School – The subdivision is 5.2 miles from the High School.

Communities in Motion 2040 Development Checklist

22

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.**

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**.



Click here for detailed map.

Name of Development: Silver Star Subdivision - 240 residential lots on 57.09 acres

Summary: Located east of Star Rd between Ustick Rd and Cherry Ln, the proposed development is not within a mile of any other current developments. The proposal supports 5 CIM 2040 checklist items, and does not support 17 checklist items.

Land Use

In which of the **CIM 2040 Vision Areas** is the proposed development? **(Goal 2.1)**?

O Downtown	O Employment Center	O Existing Neighborhood	O Foothills
◉ Future Neighborhood	O Mixed Use	O Prime Farmland	O Rural
O Small Town	O Transit Oriented Development		

O **Yes** ◉ **No** O **N/A** The proposal is within a CIM 2040 Major Activity Center. **(Goal 2.3)**

Neighborhood (Transportation Analysis Zone) Demographics

TAZ: 2398

Existing		Existi			
Households	Jobs	Households	Jobs	Households	Jobs
15	68	255	68	273	540

◉ **Yes** O **No** O **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: 857, 860, 868, 875, 911, 913, 2397, 2404

Existing		Existi			
Households	Jobs	Households	Jobs	Households	Jobs
119	153	359	153	2,755	1,602

◉ **Yes** O **No** O **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
Email: info@compassidaho.org
Telephone: (208) 475-2239

COMPASS
COMMUNITY PLANNING ASSOCIATION of Southwest Idaho

Communities in Motion 2040 Development Checklist

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: A future employer express route (along Ustick) with limited stops is proposed near the development.

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)**

ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH NAMPA, IDAHO 83651-4395
FAX # 208-463-0092

Phones: Area Code 208
OFFICE: Nampa 466-7861
SHOP: Nampa 466-0663

February 10, 2016

Norman L. Holm
City of Nampa
411 3rd St.
Nampa, ID 83651

RE: ANN2065-15/ 8142 W. Ustick Road/ 17535 & 17547 Star Road

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comments on Annexation and Zoning Change.

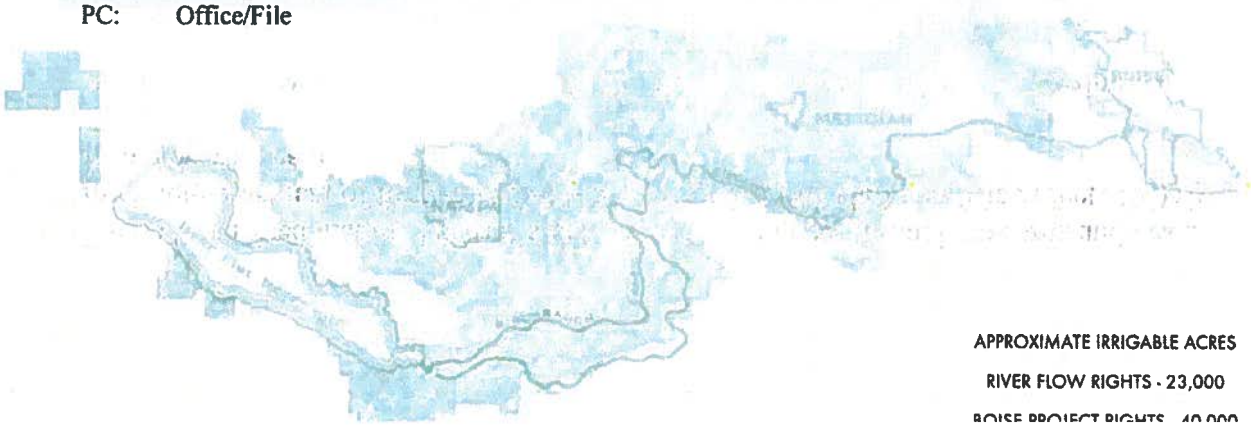
Please be advised that the District's Safford Lateral courses through this area and has a minimum easement of forty-five feet (45'); thirty feet (30') left and fifteen feet (15') right facing downstream.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, 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

February 15, 2016

Mayor Bob Henry, and
Members of Council
Nampa City Hall
411 3rd St South
Nampa, ID 83651

Mayor Henry & City Council Representatives:

I am writing to you today in opposition of the requested Annexation and Zoning to R7 on Star Road between Cherry and Ustick proposed by Engineering Solutions, LLP representing Star Development, Inc. This developer continues to modify and change his plans without considering the impact of this development on existing homeowners in the area.

My home is located at 4960 Golden Spur Drive in the Silver Spur subdivision and immediately borders this proposed subdivision. My subdivision, Silver Spur Ranch, was constructed by this same developer in 2003. At that time the developer told buyers that he planned to develop a Phase 2 that would mirror the existing amenities with large one acre lots and similar amenities to the existing homes in Silver Spur Ranch. This proposed zoning change and plot map strays way too far from that original plan and puts my property value at risk.

I am not opposed to developing this area and understand that growth in this part of town is inevitable. I simply request that the developer stick to his original plans that fit the area and encourage the right kind of growth with larger lots and higher quality homes.

Nampa needs more areas of town that attract higher end development. This is the perfect spot for the City of Nampa to set higher standards for development. With the right planning this could be one of the most desirable parts of Nampa. Setting these higher zoning standards would complement the efforts that this council is making to enhance the areas surrounding the Idaho Center.

I ask that you take the following points into consideration when you evaluate the requests made by this developer:

1. **Require all plotted lots that border an existing lot in Silver Spur Ranch line up exactly on property lines.** This was how the developer first presented this development to homeowners in Silver Spur Ranch at a meeting in 2014. *(See photo attached with my property noted.)* The submitted plot map has changed since this meeting and now the lot lines do not line up as proposed.

2. **RS-22 zoning; with 22,000 sq ft lot minimum.** This requirement would be more consistent with other developments in the area. I believe that the developer notes that there are 11 plated subdivisions in the area with an average lot size of 1.22 acres. If you look at page 14 of the developer's packet you can clearly see how out of place this development would be for this area of town.

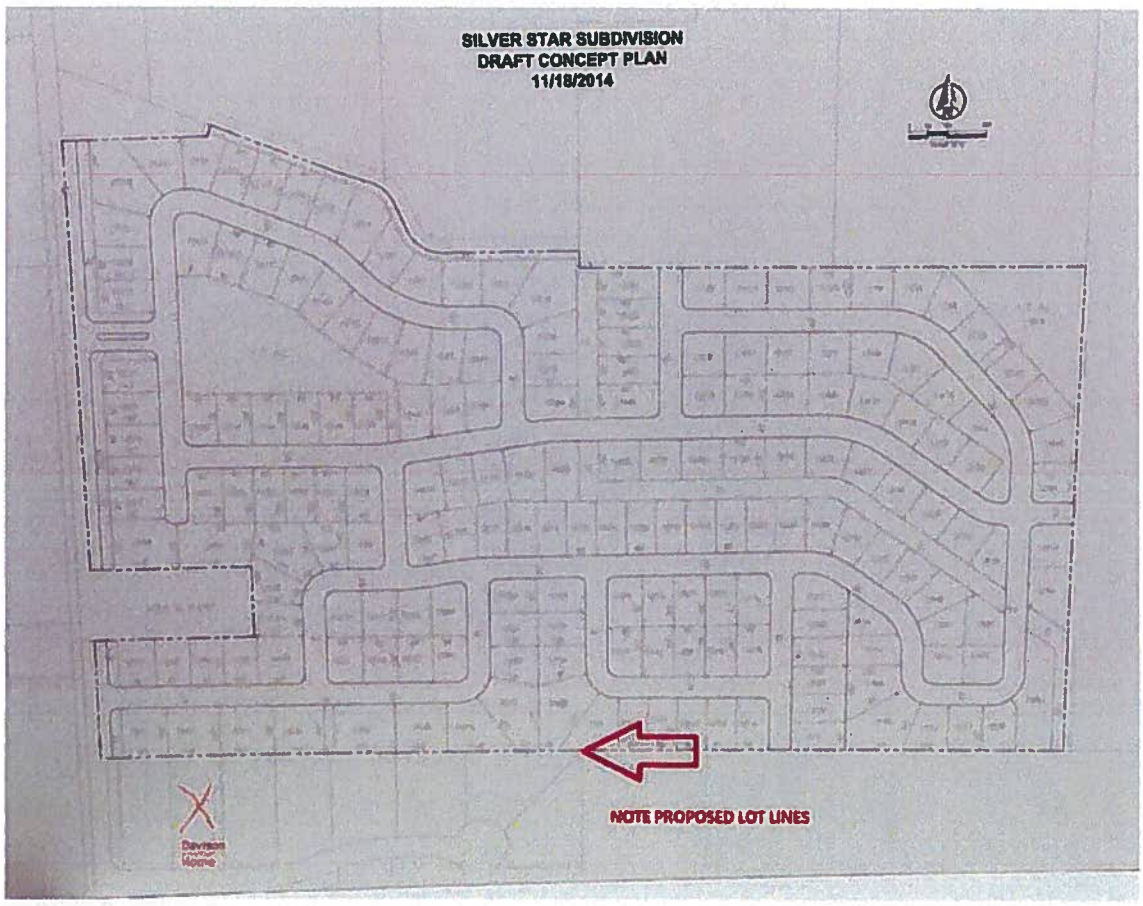
3. **Ensure Traffic Safety and Sound Barriers.** The speed limit on Star Rd is 50 MPH. There are already traffic issues here and adding hundreds of new homes will only increase the problem. The city should require this developer to install turn lanes, sound barriers including a natural berm and high-end sound dampening fencing.

Mayor Henry and Council Member, I appreciate you taking these points into consideration. I love Nampa and want to see it grow the right way. Anything you can do to attract more restaurants to the area would be appreciated as well. I know you're already on that!

Sincerely,

Matt Davison
4960 Golden Spur Dr
Nampa, ID 83687

ORIGINAL PLOT MAP SHARED WITH HOMEOWNERS IN 2014:



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and:
_____, hereinafter referred to as "Owner(s)/Developer(s)."

RECITALS

A. Owner(s)/Developer(s) is the owner of approximately 85.07 acres of real property 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 October 29, 2016 (the "date of application") for rezone to/for the Property to RS 7 (Single-Family Residential, 7,000 sq. ft. min. lot size) in anticipation of developing a portion of the Property for a single-family residential subdivision to be known as Silver Star Subdivision (hereinafter the "Project").

C. City, pursuant to Sections 10-2-3 & 10-2-4, Nampa City Code, and Idaho Code Section 50-222, has the authority to annex and zone the Property for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the annexation, zoning district assignment and development of the Property and the terms of this Agreement. City has approved the requested rezoning of the Property to RS 7 (and the associated Project plat) subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation..

2. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this

Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

3. The Project shall be developed in substantial conformance with the conceptual plans (i.e., site & landscape) attached hereto as Exhibit(s) "B" and made a part hereof; provided, however, that Owner(s)/Developer(s) shall have limited flexibility, within code confines, to seek minor alterations to said plans in order to develop the Property to meet market conditions within the bounds of the City's ordinances, and, the only specific commitments concerning development of the Project which Owner(s)/Developer(s) is making are set forth herein. Upon recordation of this Agreement, Owner(s)/Developer(s) shall have all entitlement approvals required from City for development of the Project in substantial conformance with the Conceptual Plan.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner(s)/Developer(s), each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in this document, including the sundry additional Conditions of Approval attached hereto as Exhibit "C", and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner(s)/Developer(s) and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner(s)/Developer(s) to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner(s)/Developer(s) or its successors and/or assigns fails to cure such failure as set forth below.

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner(s)/Developer(s), or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Exception: the failure to begin site development of all or a portion of a project proposed under this Agreement does not necessarily serve as impetus to allege that the commitments contained herein are not being fulfilled. Rather, commencement of site work and/or construction then left in abandon or failure to abide by the terms of this Agreement, as herein iterated, shall serve as impetus to consider termination of this Agreement and reversion of zoning. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner(s)/Developer(s) failure to comply with the terms and conditions of this Agreement to Owner(s)/Developer(s) and Owner(s)/Developer(s) fails to cure such failure within six (6) months of Owner(s)/Developer(s) receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner(s)/Developer(s), and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is filed. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner(s)/Developer(s), each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

10 If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner(s)/Developer(s) and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner(s)/Developer(s) and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner(s)/Developer(s), its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner(s)/Developer(s) or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner(s)/Developer(s) of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner(s)/Developer(s) of any default by

City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of Owner(s)/Developer(s) or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner(s)/Developer(s) shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner(s)/Developer(s) for the portion of the Property still owned by Owner(s)/Developer(s).

c. In the event the performance of any obligation to be performed hereunder by either Owner(s)/Developer(s) or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner(s)/Developer(s), or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this day and year first above written.

CITY OF NAMPA

_____
Robert L. Henry, Mayor

_____
Attest: Debbie Bishop, City Clerk

OWNER(S)/DEVELOPER(S)

_____

_____

STATE OF IDAHO)
) ss.
County of Canyon)

On this ___ day of _____, in the year of 2016, before me _____, personally appeared Robert L. Henry, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

SEAL

_____
Notary Public for State of Idaho
Residing at _____
Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Canyon)

On this ____day of _____, in the year of 2016 before me, _____, personally appeared _____, known or identified to me, to be _____, of _____, the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of _____.

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

SEAL

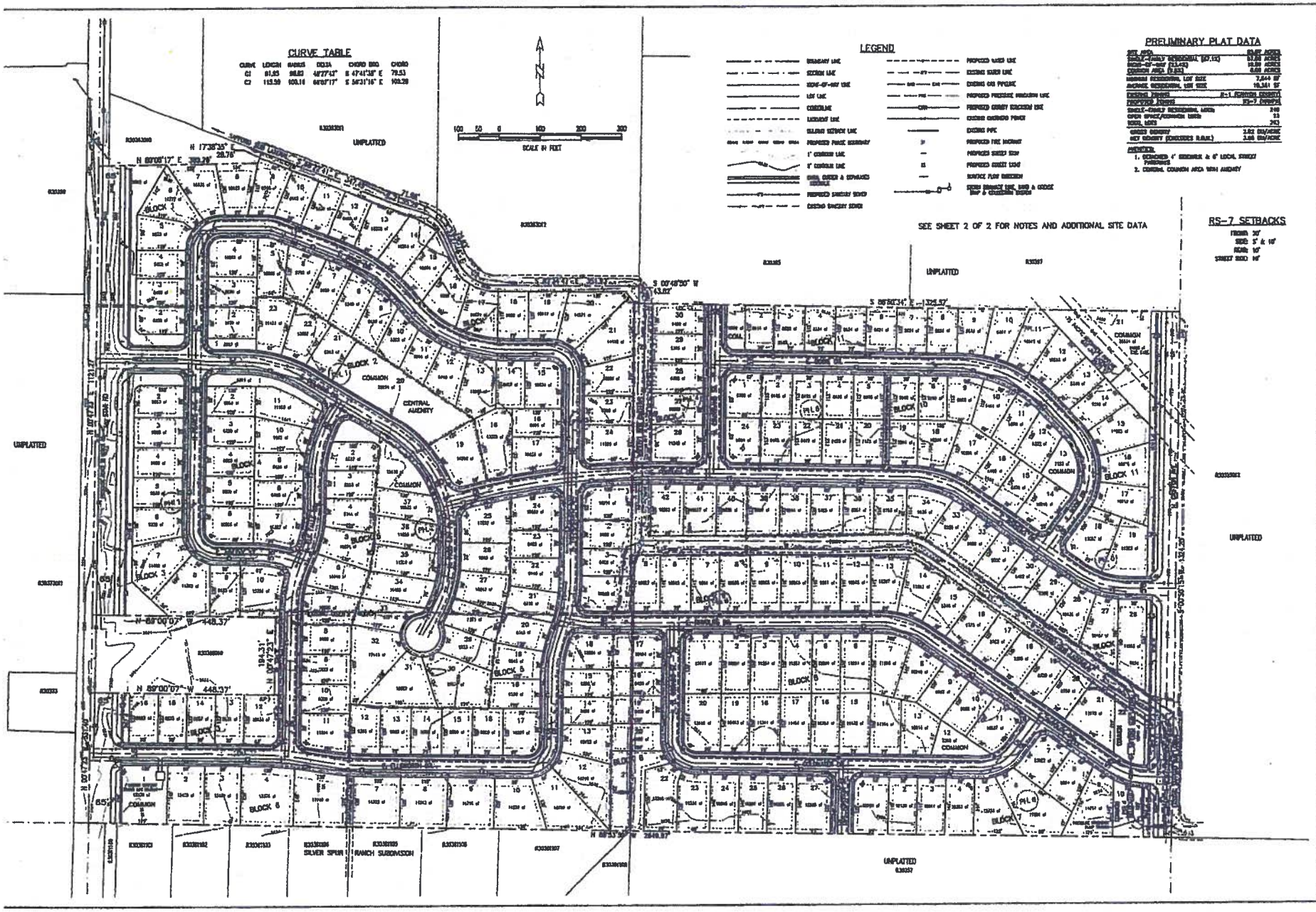
_____
Notary Public for State of Idaho
Residing at _____
Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT(S) "B"

CONCEPTUAL PLAN(S)



OWNERS OF RECORD
STAR FARM, LLC
P.O. BOX 518
MERIDIAN, IDAHO 83680
Phone (208) 938-1553

DEVELOPER
STAR DEVELOPMENT, INC.
P.O. BOX 518
MERIDIAN, IDAHO 83680
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PLANNER / CONTACT
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MERIDIAN, ID 83642
Phone (208) 938-0500 Fax (208) 938-0541

SILVER STAR SUBDIVISION
PRELIMINARY PLAT

LOCATED IN THE NW 1/4 OF SECTION 5, T.3N., R.1W., B.M.
NAMPA, CANYON COUNTY, IDAHO

SCALE 1"=100'
DWG.DATE 10/22/15
PROJ NO. 150601
SHEET 1 OF 2
PRE

VICINITY MAP
1" = 600'
LOCATED IN SECTION 5, T.3N., R.1W., B.M.
NAMPA, CANYON COUNTY, IDAHO

NOTES

[illegible]

LOT AREA TABLE

BLOCK	LOT	SF	ACRES	TYPE
1	1	21838	0.483	COM.
1	2	8350	0.192	RES.
1	3	8400	0.193	RES.
1	4	8403	0.193	RES.
1	5	9873	0.227	RES.
1	6	11777	0.270	RES.
1	7	11804	0.271	RES.
1	8	10183	0.234	RES.
1	9	9868	0.228	RES.
1	10	8412	0.193	RES.
1	11	8393	0.193	RES.
1	12	8407	0.193	RES.
1	13	10313	0.237	RES.
1	14	10504	0.241	RES.
1	15	10084	0.231	RES.
1	16	9904	0.227	RES.
1	17	10324	0.237	RES.
1	18	8985	0.206	RES.
1	19	10147	0.233	RES.
1	20	14571	0.335	RES.
1	21	14415	0.331	RES.
1	22	10329	0.237	RES.
1	23	9859	0.227	RES.
1	24	11189	0.257	RES.
1	25	34868	0.801	COM.
1	26	11345	0.260	RES.
1	27	10000	0.230	RES.
1	28	9372	0.215	RES.
1	29	9379	0.215	RES.
1	30	9457	0.217	RES.
2	1	3927	0.091	COM.
2	2	9625	0.221	RES.
2	3	9000	0.207	RES.
2	4	11501	0.264	RES.
2	5	10025	0.230	RES.
2	6	9785	0.225	RES.
2	7	9450	0.217	RES.
2	8	9940	0.228	RES.
2	9	9470	0.217	RES.
2	10	8305	0.190	RES.
2	11	7644	0.175	RES.
2	12	9743	0.224	RES.
2	13	11831	0.271	RES.
2	14	8407	0.193	RES.
2	15	10581	0.243	RES.
2	16	8494	0.195	RES.
2	17	10138	0.233	RES.
2	18	13085	0.300	RES.
2	19	14018	0.322	RES.
2	20	35194	0.808	COM.
2	21	8613	0.200	RES.
2	22	10707	0.246	RES.
2	23	11481	0.262	RES.
3	1	25124	0.577	COM.
3	2	9580	0.219	RES.
3	3	9000	0.207	RES.
3	4	9000	0.207	RES.
3	5	9000	0.207	RES.
3	6	9225	0.210	RES.
3	7	14463	0.332	RES.
3	8	14768	0.339	RES.
3	9	9633	0.221	RES.
3	10	12799	0.294	RES.
3	11	1944	0.045	COM.
3	12	10421	0.239	RES.
3	13	8829	0.203	RES.
3	14	8857	0.204	RES.
3	15	8823	0.204	RES.
3	16	8880	0.204	RES.
3	17	3617	0.083	RES.
4	1	7364	0.169	COM.
4	2	9000	0.207	RES.
4	3	9000	0.207	RES.
4	4	9000	0.207	RES.
4	5	9000	0.207	RES.
4	6	10606	0.243	RES.
4	7	10463	[illegible]	RES.
4	8	8400	0.193	RES.
4	9	8496	0.195	RES.
4	10	9888	0.227	RES.
4	11	11180	0.257	RES.
5	1	15119	0.347	COM.
5	2	8512	0.196	RES.
5	3	8540	0.197	RES.
5	4	9344	0.215	RES.
5	5	10571	0.243	RES.
5	6	10640	0.244	RES.
5	7	10733	0.246	RES.
5	8	9000	0.207	RES.
5	9	9000	0.207	RES.
5	10	9000	0.207	RES.
5	11	11214	0.257	RES.
5	12	9291	0.213	RES.
5	13	9000	0.207	RES.
5	14	9000	0.207	RES.
5	15	9000	0.207	RES.
5	16	9000	0.207	RES.
5	17	10527	0.242	RES.
5	18	9688	0.222	RES.
5	19	9549	0.219	RES.
5	20	9043	0.208	RES.
5	21	8540	0.196	RES.
5	22	9416	0.216	RES.
5	23	8400	0.193	RES.
5	24	10589	0.243	RES.
5	25	11551	0.265	RES.
5	26	9025	0.208	RES.
5	27	10343	0.237	RES.
5	28	9371	0.215	RES.
5	29	9233	0.212	RES.
5	30	17834	0.409	RES.
5	31	10082	0.360	RES.
5	32	17444	0.400	RES.
5	33	9307	0.214	RES.
5	34	11400	0.262	RES.
5	35	11326	0.260	RES.
5	36	10088	0.232	RES.
5	37	10321	0.237	RES.
6	1	18500	0.425	COM.
6	2	13425	0.308	RES.
6	3	13408	0.308	RES.
6	4	19370	0.445	RES.
6	5	17749	0.407	RES.
6	6	1933	0.044	COM.
6	7	14703	0.338	RES.
6	8	14743	0.338	RES.
6	9	14795	0.340	RES.
6	10	14239	0.327	RES.
6	11	15730	0.361	RES.
6	12	14748	0.339	RES.
6	13	10153	0.233	RES.
6	14	8400	0.193	RES.
6	15	8300	0.191	RES.
6	16	10084	0.232	RES.
6	17	10194	0.234	RES.
6	18	8400	0.193	RES.
6	19	8400	0.193	RES.
6	20	8400	0.194	RES.
6	21	18866	0.433	RES.
6	22	13115	0.306	RES.
6	23	12714	0.368	RES.
6	24	10245	0.235	RES.
6	25	10227	0.233	RES.
6	26	10208	0.234	RES.
6	27	13285	0.305	RES.
7	1	12240	0.281	RES.
7	2	10110	0.232	RES.
7	3	10111	0.233	RES.
7	4	10090	0.232	RES.
7	5	12853	0.295	RES.
7	6	17801	0.409	RES.
7	7	10023	0.230	RES.
7	8	5004	0.115	RES.
7	9	14851	0.341	RES.
7	10	5539	0.128	COM.
7	11	2547	0.058	COM.
8	1	13437	0.308	RES.
8	2	10501	0.241	RES.
8	3	11251	0.258	RES.
8	4	11257	0.258	RES.
8	5	10501	0.241	RES.
8	6	11231	0.258	RES.
8	7	11995	0.275	RES.
8	8	10248	0.235	RES.
8	9	9000	0.207	RES.
8	10	9000	0.207	RES.
8	11	10637	0.244	RES.
8	12	7089	0.163	COM.
8	13	10914	0.251	RES.
8	14	11164	0.256	RES.
8	15	15872	0.364	RES.
8	16	10702	0.246	RES.
8	17	11454	0.263	RES.
8	18	11341	0.260	RES.
8	19	10483	0.241	RES.
8	20	13119	0.301	RES.
9	1	14219	0.326	RES.
9	2	8400	0.193	RES.
9	3	8400	0.193	RES.
9	4	10530	0.242	RES.
9	5	10087	0.232	RES.
9	6	10565	0.243	RES.
9	7	9861	0.226	RES.
9	8	10503	0.241	RES.
9	9	10565	0.242	RES.
9	10	10503	0.241	RES.
9	11	9961	0.228	RES.
9	12	10565	0.243	RES.
9	13	11131	0.262	RES.
9	14	11883	0.273	RES.
9	15	9819	0.229	RES.
9	16	9373	0.213	RES.
9	17	8750	0.201	RES.
9	18	9375	0.215	RES.
9	19	8750	0.201	RES.
9	20	8750	0.201	RES.
9	21	13119	0.301	RES.
9	22	10944	0.251	COM.
9	23	2845	0.065	COM.
9	24	72159	1.675	COM.
9	25	5836	0.134	COM.
9	26	14580	0.335	RES.
9	27	12487	0.287	RES.
9	28	10131	0.233	RES.
9	29	9000	0.207	RES.
9	30	8400	0.193	RES.
9	31	9000	0.207	RES.
9	32	8400	0.193	RES.
9	33	8383	0.193	RES.
9	34	9833	0.226	RES.
9	35	9228	0.212	RES.
9	36	8784	0.201	RES.
9	37	9496	0.218	RES.
9	38	9044	0.208	RES.
9	39	9797	0.225	RES.
9	40	9325	0.214	RES.
9	41	10097	0.231	RES.
9	43	10323	0.237	RES.
10	1	9703	0.223	RES.
10	2	8475	0.195	RES.
10	3	8475	0.195	RES.
10	4	8475	0.195	RES.
10	5	8475	0.195	RES.
10	6	3390	0.078	COM.
10	7	7919	0.182	RES.
10	8	7910	0.182	RES.
10	9	8800	0.202	RES.
10	10	9461	0.217	RES.
10	11	9078	0.208	RES.
10	12	9282	0.213	RES.
10	13	8475	0.196	RES.
10	14	7612	0.175	COM.
10	15	10215	0.234	RES.
10	16	8400	0.193	RES.
10	17	6402	0.151	RES.
10	18	10680	0.244	RES.
10	19	10531	0.237	RES.
10	20	7914	0.182	RES.
10	21	8475	0.195	RES.
10	22	8475	0.195	RES.
10	23	8475	0.195	RES.
10	24	9584	0.220	RES.
11	1	5091	0.117	COM.
11	2	8114	0.186	RES.
11	3	8625	0.198	RES.
11	4	8634	0.198	RES.
11	5	8620	0.198	RES.
11	6	8624	0.198	RES.
11	7	8634	0.198	RES.
11	8	8674	0.199	RES.
11	9	8879	0.204	RES.
11	10	9591	0.220	RES.
11	11	10948	0.251	RES.
11	12	10583	0.243	RES.
11	13	8440	0.194	RES.
11	14	9386	0.215	RES.
11	15	11980	0.275	RES.
11	16	10678	0.245	RES.
11	17	10510	0.241	RES.
11	18	13027	0.299	RES.
11	19	12922	0.297	RES.
11	20	16313	0.375	COM.
11	21	35834	0.823	COM.

EASEMENT TABLE

LOT	BLOCK	AREA	USE
1	9	1933 SF	PATHWAY
9	10	2250 SF	PATHWAY
21	1	34880 SF	SAFFORD LATERAL
16	7	9930 SF	SAFFORD LATERAL
22	9	10844 SF	SAFFORD LATERAL
11	8	73159 SF	SAFFORD LATERAL
20	11	1784 SF	GAS PIPELINE
21	11	34007 SF	GAS PIPELINE

TYPICAL RESIDENTIAL STREET SECTION (56' R.O.W.)
N.T.S.

OWNERS OF RECORD
STAR FARM LLC
P.O. BOX 518
MERIDIAN, IDAHO 83680

DEVELOPER
STAR DEVELOPMENT, INC.
P.O. BOX 518
MERIDIAN, IDAHO 83680

PLANNER/CONTACT
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ENGINEERING SOLUTIONS LLP
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SILVER STAR SUBDIVISION

PRELIMINARY PLAT
LOCATED IN THE NE 1/4 OF SECTION 5, T.3N., R.1W., B.M.
NAMPA, CANYON COUNTY, IDAHO

SCALE 1"=100'
DWG DATE 10/22/15
PROJ. NO. 150601
SHEET 2 OF 2
PRE

36

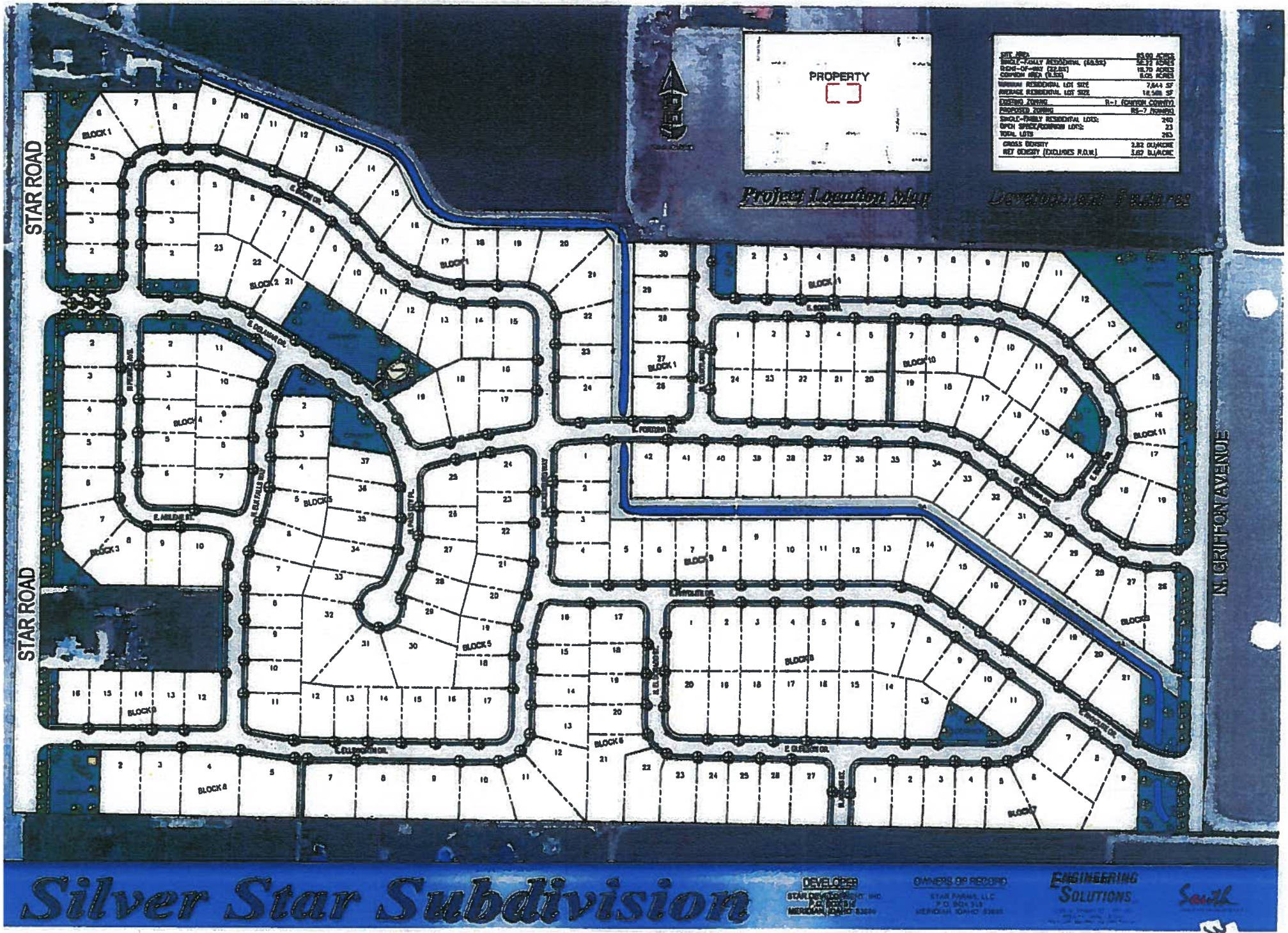

PROPERTY
Project Location Map
Development Features
STAR ROAD
STAR ROAD
N. CRITTON AVENUE
Silver Star Subdivision
DEVELOPER
OWNERS OF RECORD
ENGINEERING SOLUTIONS

EXHIBIT "C"

CONDITIONS OF APPROVAL

1. Owner(s)/Developer(s)/Project shall dedicate right-of-way for Star Road, 50' from centerline.

2. City acknowledges that the Project has a vested right to discharge sewer to the Birch Sewer Drainage Basin, all other properties made a part of the annexation are subject to the following condition:

    a. Prior to any development of the balance of the Property, as indicated by building permit application and issuance, Owner/Developer shall provide proof of reserved capacity in the Birch Sewer Drainage Basin as follows:

        - Written commitment from the owner of a separate property within the Birch Sewer Service Area, or a property otherwise entitled to connect to the Birch Sewer System, that the subject property will not be entitled to connect to the Birch Sewer System until the capacity actually used by the balance of the Property is removed for the Birch Sewer System and is physically served by the Purdam Sewer System
        - The identified property must be within the Birch Sewer Service Area or be otherwise entitled to connect to the Birch Sewer System (i.e., be part of the 2006 Sewer Improvement Reimbursement Agreement).
        - One or more properties may be identified, either for the entire project or as required to provide capacity for each phase of the project.
        - The identified property must restrict sewer service connection based on an acre to acre designation.
        - The Owner(s)/Developer(s) may, with written commitment from the owner and upon approval of the City, add or remove designated properties as long as sufficient capacity remains to serve existing platted lots.
        - Owner(s)/Developer(s) shall submit proof of capacity per above requirements with the submittal of each final plat application to the City for approval.
        - All commitments shall automatically be considered null and void by the City at the time of physical connection of the project sewer line to the operational Purdam Sewer System.

3. The entire perimeter of the Project shall be screened with sight/site obscuring six foot (6') fencing at the back/rear of all building lots. Emplacement of fencing along the south side of Lots 1-11 (to be converted into 10 lots) shall occur in conjunction with the first phase of development. All other fencing may be emplaced by home builders as a condition of compliance with Covenants, Codes and Restrictions which shall be crafted and recorded

for/against the Project and shall require fencing as noted by this condition and shall cause such fencing to be uniform in material and color. Fencing shall not be placed between Star Road and the required common area landscape strips that will parallel and abut the same and be made a part of the Project. Fencing shall not be placed between N. Griffon Avenue (or whatever name that future right-of-way assumes) and the common area landscape strips that will parallel and abut the same and be made a part of the Project.

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

Motion carried.

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

Annexation and Zoning to RS-7 at 8142 W Ustick Rd, 17535 Star Rd, 17547 Star Rd, and three parcels addressed as "0" Star Rd. (A total of 190.36 acres located in the NW ¼ Section 5 and the E ½ of Section 6 T3N R1W BM) for Engineering Solutions, LLP, representing LC Development, Inc. (ANN 2065-15)
and,
Preliminary Plat Approval for Silver Star Subdivision in a proposed RS-7 zoned area east of Star Rd and south of Ustick Rd. (240 Single Family Residential Lots on 85.07 acres, 2.82 dwelling units per acre – A portion of the NW ¼ of Section 5 T3N R1W BM), for Engineering Solutions, LLP representing LC Development, Inc. (SUB 660-15).

Chairman McGrath proceeded to public hearing.

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

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

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

Assistant Planning Director Hobbs:

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

Chairman McGrath proceeded to public testimony.

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

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

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

- Mr Franolich spoke in opposition to the requested Annexation and Zoning to RS-7 and the Preliminary Plat for Silver Star Subdivision.
- According to Mr Franolich, his property would be located just to the south of the proposed Silver Star Subdivision.
- Mr Franolich concurred with the previous statements from Mr Keeler.
- Mr Franolich did not know if a recent Traffic Impact Study had been done, but if not, he would like to request an updated Traffic Impact Study before any approvals.
- According to Mr Franolich, it was understood the land would develop, but the last he had heard there would be ¾ acre properties backed up against the Silver Spur Ranch and would mirror their property lot lines, and the remainder of the lots would be one half acre. The proposed plat does not reflect that, added Mr Franolich.
- Mr Franolich stated he was strongly anything changing from the original proposal, because of the traffic and the safety of the children.
- Mr Franolich explained he already had a hard time pulling out on Star Rd and in addition every single one of the cars from the proposed subdivision would be going out on to Star Rd.
- During the last snow storm, advised Mr Franolich, there was about a mile of traffic backed up on Ustick Rd and Cherry Ln.
- Previously, continued Mr Franolich, all the property owners in Silver Spur Ranch were in accord with the proposed 1 acre properties and would like to see the 1 acre lots continue for the Silver Star Subdivision because the proposed subdivision would not fit in with the surrounding area.
- Mr Franolich reiterated he would prefer to see the zoning maintained as it was currently zoned and not drop it down to RS-7.

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

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

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

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

Dale Trautman of 5061 Ustick Rd, Nampa – undecided.

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

Becky McKay:

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

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

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

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

Discussion followed amongst the Planning and Zoning Commission members.

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

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

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

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

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

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

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

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

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

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

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

Karl Keeler of 4905 Bronze Spur Dr, Nampa – stated he was opposed but did not wish to speak again.
Doug Franolich of 4868 Golden Spur Dr, Nampa – stated he was opposed but did not wish to speak again.
Paul Turnbull of 4924 Golden Spur Dr, Nampa – stated he was opposed but did not wish to speak again.
Joel Whitt of 4844 Golden Spur Dr, Nampa – stated he was opposed but did not wish to speak.

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

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

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

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

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

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

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

February 29, 2016

Mayor Bob Henry, and
Members of Council
Nampa City Hall
411 3rd St South
Nampa, ID 83651

Mayor Henry & City Council Representatives:

I am writing to you today in opposition of the requested Annexation and Zoning to R7 on Star Road between Cherry and Ustick proposed by Engineering Solutions, LLP representing Star Development, Inc. This developer continues to modify and change his plans without considering the impact of this development on existing homeowners in the area.

My home is located at 4896 Golden Spur Drive in the Silver Spur subdivision and immediately borders this proposed subdivision. My subdivision, Silver Spur Ranch, was constructed by this same developer in 2003. At that time the developer told buyers that he planned to develop a Phase 2 that would mirror the existing amenities with large one acre lots and similar amenities to the existing homes in Silver Spur Ranch. This proposed zoning change and plot map strays way too far from that original plan and puts my property value at risk.

I am not opposed to developing this area and understand that growth in this part of town is inevitable. I simply request that the developer stick to his original plans that fit the area and encourage the right kind of growth with larger lots and higher quality homes.

Nampa needs more areas of town that attract higher end development. This is the perfect spot for the City of Nampa to set higher standards for development. With the right planning this could be one of the most desirable parts of Nampa. Setting these higher zoning standards would complement the efforts that this council is making to enhance the areas surrounding the Idaho Center.

I ask that you take the following points into consideration when you evaluate the requests made by this developer:

1. **Require all plotted lots that border an existing lot in Silver Spur Ranch line up exactly on property lines.**

This was how the developer first presented this development to homeowners in Silver Spur Ranch at a meeting in 2014. The submitted plot map has changed since this meeting and now the lot lines do not line up as proposed.

2. **RS-22 zoning; with 22,000 sq ft lot minimum.** This requirement would be more consistent with other developments in the area. I believe that the developer notes that there are 11 plated subdivisions in the area with an average lot size of 1.22 acres. If you look at page 14 of the developer's packet you can clearly see how out of place this development would be for this area of town.

3. **Ensure Traffic Safety and Sound Barriers.** The speed limit on Star Rd is 50 MPH. There are already traffic issues here and adding hundreds of new homes will only increase the problem. The city should require this developer to install turn lanes, sound barriers including a natural berm and high end sound dampening fencing.

Mayor Henry and Council Members, I appreciate you taking these points into consideration. My Wife and I love Nampa and want to see it grow the right way. Anything you can do to attract more restaurants to the area would be appreciated as well. I know you're already on that!

Sincerely,

Bradley Davis
4896 Golden Spur Drive
Nampa, ID 83687

3/2/16

City of Nampa
Nampa City Hall
411 3rd St South
Nampa, ID 83651

RE: ANN 2065-15 Silver Star – proposed annexation & rezoning

Mayor Henry & City Council Representatives,

Our family decided to move into Silver Spur Ranch to get away from the over crowded development areas. When we first started purchasing our home, we were being informed that future development (Silver Star) by Mr. Centers was planned as 1-acre lots. It wasn't until after closing in May 2015 we were told a hearing had recently concluded which approved more homes per acre with those closest to us at ¾ acre lots that would match our property lines. We do not oppose future development, but we would just like to see more of what is already here. Now Mr. Center's is asking for even more homes with less space. If the property lines are matched up with smaller lots it just drives them to build closer to the property lines.

All of the residents in Silver Spur have chosen this area to live for quality of life reasons. Nice homes with a little more space to get away from things. It is much quieter here then in .50 acre and under developments. This all comes at a higher cost to us to which we accept. It would not be very conducive for us to pay this higher cost and yet be forced back to the over crowding and higher noise levels that we have chosen to avoid for our families. At the same time the value of our homes will decrease considerably as future expansions are built completely surrounding our development over time. All of which would be based on this zoning approval increasing the density even further.

During the past year traffic has increased three fold and we have seen several accidents at Star and Cherry intersection, most recently as a direct result I feel. On numerous occasions, traffic is backed up at both Cherry and Ustick intersections with Star going out a mile or more each time lasting for several hours. This leaves us stuck in or out Silver Spur subdivision. It is very difficult to get out into the flow coming from both Cherry and Ustick above and beyond daily traffic. Not to mention any accident occurring on I84 at Ten Mile or Garrity or surrounding routes, it forces the same increased back ups for our intersections at Star/Cherry and Star/Ustick.

During the last public hearing it was discussed how poor the last traffic study was, but no date was provided. It is believed to be well over a year old that was used for previous hearings in which Mr. Center's has gone back on what he proposed. Each time he has increased the housing density per acre, which is not consistent with the surrounding developments. With the number of homes currently planned (540 total currently I believe) all vehicle travel will be directed onto Star, which puts a huge burden to all residence for well over seven years. As it stands, there are no plans or funding for upgrading Star road or intersections to meet this need. And with our

area being a battle between Ada and Canyon County for work completion/funding, this time frame could very well go much longer.

There are currently no sidewalks or turning lanes on Star nor is there any planned by the developer except for the Silver Star area. With the number of vehicles increasing on Star, how are we to be expected to exit or enter from Silver Spur Subdivision safely? It will only be a matter of time before someone gets hurt or killed. As Silver Spur residents, we know for a fact the traffic has increased. We would like to see a new study completed to identify current traffic flow to all.

As a mitigation of negative impacts we agree with Silver Spur Ranch subdivision requests that are being submitted by Matt Davison. Our primary concern is in regards to maintaining the same housing density average (1.98 dwellings per acre) we currently have in Silver Spur Ranch and surrounding area for safety and quality of life we have chosen here.

As stated earlier, we are not against development, but ask you all to do the right thing and prevent the increase in density by **rejecting the proposed Silver Star and Van Beek requests**.

Thank you for your time,

Doug and Jackie Franolich
4868 Golden Spur Drive
Nampa, Idaho 83687

Norm Holm

From: Robin Long <motoace@gmail.com>
Sent: Thursday, March 03, 2016 9:30 AM
To: Norm Holm
Subject: Silver Star Subdivision
Attachments: Silver Spur HOA Letter.pdf

Mr. Holm:

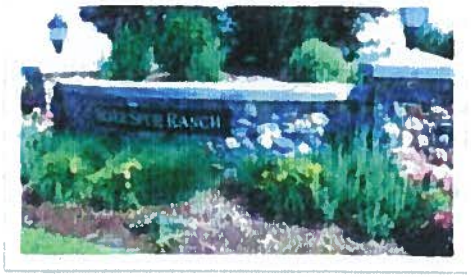
I write on behalf of the Silver Spur Ranch Homeowner's Association. Attached you will find a letter and petition from the HOA concerning the proposed Silver Star Subdivision.

We request that it be reviewed and considered in advance of the hearing currently set for Monday, March 7 at 7:30 p.m. Should you have any questions, please let me know.

Your consideration is very much appreciated.

Robin Long
Silver Spur HOA

March 1, 2016



City of Nampa
Nampa City Hall
411 3rd St South
Nampa, ID 83651

Mayor Henry & City Council Representatives,

The homeowners in the Silver Spur Ranch subdivision located on Star Rd. between Cherry and Ustick Rd. are united in the following statements. A petition signed by a 26 of the 31 homeowners in Silver Spur Ranch is attached.

Our existing Silver Spur Ranch subdivision was developed in 2003 and consists of 31 single family homes on one acre lots. We enjoy a comfortable, rural lifestyle while staying close enough to town for conveniences. We recognize that growth is inevitable and we are not necessarily opposed to residential developments that border our existing subdivision. However, we are opposed to the Silver Star subdivision in its current form. The proposed density is simply not consistent with the surrounding area and directly conflicts with the quality of life enjoyed by the residents of Silver Spur Ranch and other nearby neighborhoods.

To earn our support and to protect our quality of life and home values we propose the following modifications and/or restrictions **as written conditions of approval** for the Silver Star development.

1. **Requesting RS Zoning of RS-18 (18,000 sq ft lot minimum, 2.42 dwellings per acre)** with a firm minimum of RS-12: An **RS-18** designation would be more consistent with other developments in the area and with the developer's many past proposals/promises. See **Exhibit A** for reference to nearby subdivisions with larger lots. According to the developer's research, there are 11 platted subdivisions in the area with an average lot size of 1.22 acres.

2. **Require a 6-foot privacy fence made of stone, faux stone or high quality insulated vinyl** to be installed by the developer between Silver Spur Ranch and the new Silver Star development, at the developer's expense prior to breaking ground on any new phase of development. See requested fencing example in **Exhibit B**. We request the opportunity to approve the selected fencing prior to installation. To be consistent with the current high quality of homes, the cheapest option would not be compatible.

3. **Require all platted lots that border an existing lot in Silver Spur Ranch line up exactly on property lines as larger single lots.** This was how the developer first presented this development to homeowners in Silver Spur Ranch at a meeting in 2014. However, once plans were completed, the lot lines do not line up as expected. This is a very reasonable request that is in the best interest of both subdivisions.

4. **A berm with sidewalks fronting the new development that will blend in with the existing Silver Spur Ranch subdivision**. This would reduce road noise and increase safety.

5. **Restriction requiring a minimum square footage for single-family homes of 2,500 square feet for a single story and 3,000 square feet for a two-story home**: This request is consistent with the current standards of development in the Silver Spur Ranch subdivision and other nearby developments.

6. **Proven research** from a sanctioned traffic study **showing that additional traffic load on Star Road will be less than 1 percent.**
   - According to the developer's own traffic study:
     - The proposed 240-lot subdivision would add 2,520 vehicle trips per day, and a staggering 5,700 daily trips including the 300-lot Van Beek property!

- They also found that both the Star/Cherry and Star/Ustick intersections currently provide a "poor level of service" and any improvements are "unfunded" and unplanned.
- The developer refers to the highway 16 extension as if it were planned for construction. The state has no timeline of that expressway and no funding to construct it. 2014 cost estimates were $500 Million.

- The speed limit on Star Rd. is currently 50 MPH making it difficult and dangerous to enter Star Rd. from both subdivisions. This new development will result in increased traffic loads by more than 6 times. Is this safe?

7. **Turn lanes for all subdivisions (including Silver Spur Ranch)** on Star Road between Ustick and Cherry with roundabouts installed at the Star-Cherry and Star-Ustick intersections.

When 1 acre lots were sold in Silver Spur Ranch, the developer's representatives repeatedly told buyers that the property now called "Silver Star" would also be 1 acre lots and the two subdivisions would share a pathway. More recently this developer planned to build out this property with 123 single family homes on 85 acres. See **Exhibits C & D** for reference. Why does the density keep increasing? The requested zone of R7 is way too small for this area of town.

Nampa needs more high-end housing developments. This is a perfect area of town for this Council to set standards that will encourage the right kind of growth with home values that exceed the taxing levels required to cover city services such as police and fire.

We recognize there must be a balance between developers, farmers and residents to achieve the highest quality of life for all residents. The proposed Silver Star development in its current form is not compatible with the surrounding community, and it should be modified **in writing** with the above requests implemented.

The Silver Spur HOA has no opinion about the proposed Van Beek development with the exception of the impact on traffic on Star Rd and we don't want to see taxes raised in order to cover the costs to deliver all city services. The impact on traffic and taxes/costs should be evaluated by the City of Nampa prior to any approval of that development.

Sincerely,

The Silver Spur Ranch Homeowners

Contact: Robin Long
HOA President
motoace@gmail.com

EXHIBIT A:

In the map below you will note that there are several other low density subdivisions in the area. Zoning this area as R-18 or higher would more closely aligns with the current direction of development in the area and create an attractive area for higher end developments.

EXHIBIT B:

An example of the type of stone or faux stone privacy fence requested as a written condition of approval by the residents of Silver Spur Ranch.

Please visit the following website for more examples: http://rhinorock.com/gallery/

EXHIBIT C:

JANE B. SUGGS
CONSULTING

July 27, 2004

Subject: Silver Spur Ranch No. 2

Dear Neighbor:

You and your family are invited to attend a neighborhood meeting to discuss a Conditional Use Permit to develop Silver Spur Ranch No. 2. This new residential community will be located on the east side of Star Road, between Ustick Road and Cherry Lane, just north of the existing Silver Spur Ranch Subdivision.

The meeting will be held on **Thursday, August 5, 2004, from 6:00 pm to 7:30 pm** at the project site. Look for the white awning/tent! I will be there, along with the project engineer, to answer any questions you may have. We will have a display copy of the conceptual plan for the neighborhood.

If you are unable to come to the meeting or have any questions or comments, please do not hesitate to call me at 342-6941.

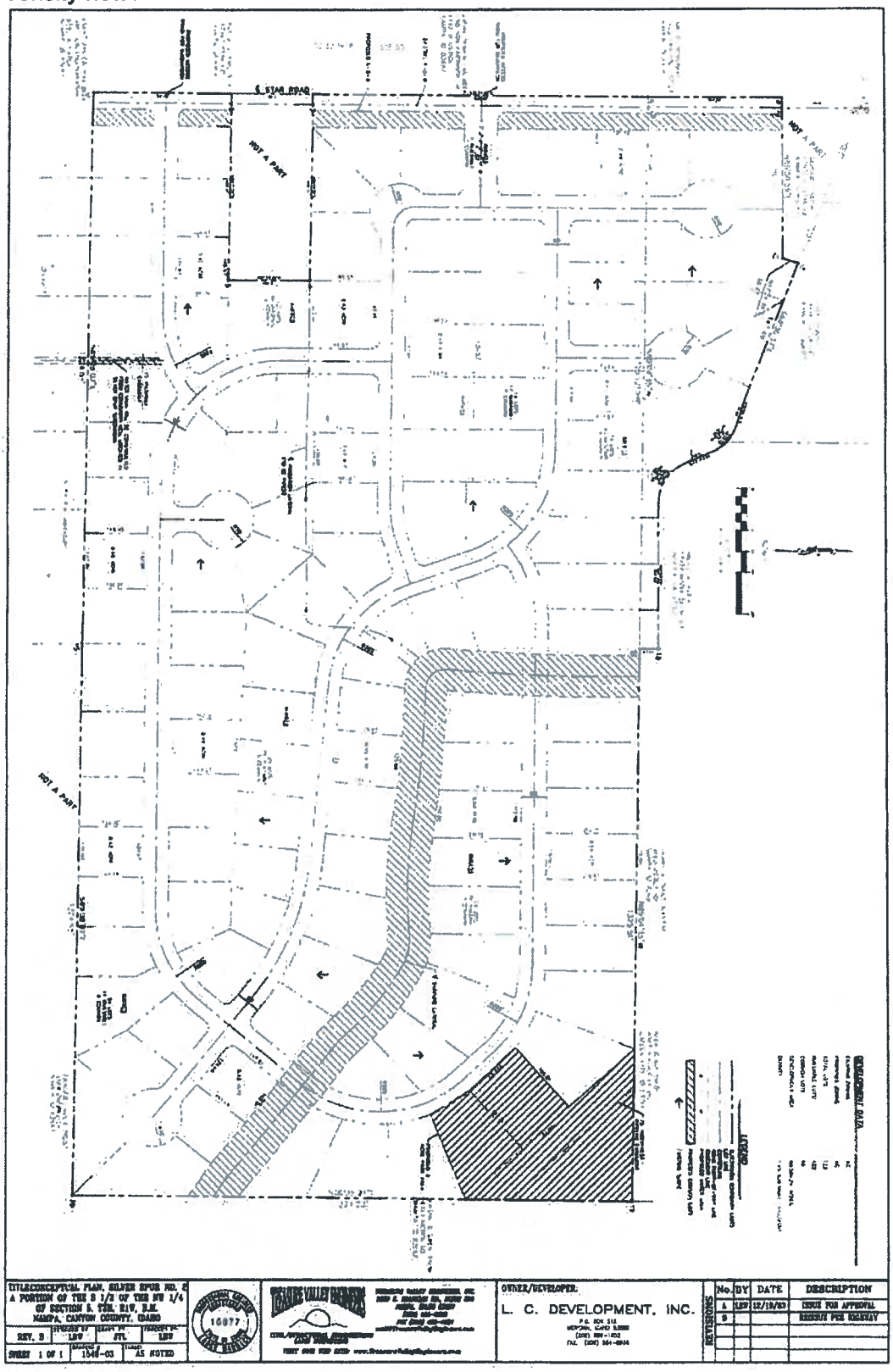
Sincerely,

Jane B. Suggs
Land Development Consultant
For L.C. Development, Inc.

cc: Lance Warnick, P.E., Treasure Valley Engineers

EXHIBIT D:

A plot map of the original development proposed several years ago by the same developer. This original plan consisted of 123 homes with an average lot size of .85 acres. Why has the developer opted to propose higher density now?



SILVER SPUR RANCH HOMEOWNER PETITION:

1. 4982 Golden Spur Dr Name: Albert Sorensen Signature:
2. 4960 Golden Spur Dr Name: Matt Davison Signature:
3. 4924 Golden Spur Dr Name: Paul Turnbull Signature:
4. 4896 Golden Spur Dr Name: See Attached Signature: See Attached
5. 4868 Golden Spur Dr Name: Jacqueline Crandell Signature:
6. 4844 Golden Spur Dr Name: Joel Whitt Signature:
7. 4806 Golden Spur Dr Name: CHRIS WALDRAM Signature:
8. 4979 Golden Spur Dr Name: Russell Gibler Signature:
9. 4957 Golden Spur Dr Name: Julie Barnes Signature:
10. 4917 Golden Spur Dr Name: Jim Naccarato Signature:
11. 4819 Golden Spur Dr Name: RENTAL Signature:
12. 4859 Golden Spur Dr Name: Lucia A. Dirkes Signature:
13. 17448 Copper Spur Ave Name: Signature:
14. 17420 Copper Spur Ave Name: Viktor Polyakov Signature:
15. 17392 Copper Spur Ave Name: Robin Long Signature:
16. 17358 ~~17385~~ Copper Spur Ave Name: Loran Mart Signature:
17. 17316 Copper Spur Ave Name: RENTAL Signature:

18. 17304 Copper Spur Ave Name: Michael L. Hampton Signature: [signature]

19. 17423 Copper Spur Ave Name: _____ Signature: _____

20. 17381 Copper Spur Ave Name: Matt Z Matt Trail Signature: Matt Z

21. 17345 Copper Spur Ave Name: RENTAL Signature: _____

22. 4809 Bronze Spur Ave Name: Shawn Birch Signature: [signature]

23. 4843 Bronze Spur Ave Name: Charity Jones Signature: [signature]

24. 4863 Bronze Spur Ave Name: Bill Cross Signature: [signature]

25. 4905 Bronze Spur Ave Name: KARL KEELER Signature: [signature]

26. 4943 Bronze Spur Ave Name: Trent Schwechtelder Signature: [signature]

27. 4983 Bronze Spur Ave Name: Warren Kouba Signature: [signature]

28. 4966 Bronze Spur Ave Name: Kevin Tippets Signature: [signature]

29. 4930 Bronze Spur Ave Name: Richard Hugo Signature: [signature]

30. 4900 Bronze Spur Ave Name: Lynn Stroud Signature: Lynn Stroud

31. 4854 Bronze Spur Ave Name: Tina Keller Signature: Tina Keller

SILVER SPUR RANCH HOMEOWNER PETITION:

This petition is signed by of the homeowners of Silver Spur Ranch in support of the attached requests:

1. 4982 Golden Spur Dr Name:_____

   Signature:_____

2. 4960 Golden Spur Dr Name:_____

   Signature:_____

3. 4924 Golden Spur Dr Name:_____

   Signature:_____

4. 4896 Golden Spur Dr Name: BRADLEY DAVIS

   Signature: Bradley Davis

5. 4868 Golden Spur Dr Name:_____

   Signature:_____

6. 4844 Golden Spur Dr Name:_____

   Signature:_____

7. 4806 Golden Spur Dr Name:_____

   Signature:_____

Planning & Zoning Department

Before the Mayor & City Council

March 7, 2016

Staff Report – Public Hearing Item #3

To: Mayor & City Council
Applicant: Alan Jacobsen representing Joe Kane/St. Alphonsus Medical Center
File No: VAC 2140-16

Prepared By: Norman L. Holm
Date: February 29, 2016

Requested Action: Vacation of a portion of the right-of-way of East Comstock Avenue bordering 4104, 4108, 4114, and 4118 E Comstock Avenue, and Canyon County parcels R311120100 and R310990100.

Purpose: To accommodate construction of a new hospital, clinic and associated site improvements including a new public road. New right-of-ways will be constructed and dedicated to the City upon their completion to re-connect the public roads.

GENERAL INFORMATION

Status of Applicant: Owner

Existing Zoning: BC (Community Business)

Location: 4104, 4108, 4114, and 4118 E Comstock Avenue, and Canyon County parcels R311120100 and R310990100.

Size of Vacation Area: Approximately 55' x 385.5' or 21,202 sq ft

Surrounding Land Use and Zoning:
North- Residential & Commercial, BC
South- Vacant & Residential, BC

East- Commercial, BC
West- Commercial/Industrial/Residential, IL & BC

Comprehensive Plan Designation: General Commercial

Applicable Regulations: State law requires the consent of adjoining property owners. The property owner/applicant St. Alphonsus Medical Center owns all the property adjacent the proposed right-of-way vacation area.

Description of Existing Uses: Existing developed right-of-way of E Comstock Ave with adjoining uses and zoning as noted above.

SPECIAL INFORMATION

Planning & Zoning History: This portion of East Comstock Avenue has been utilized as a developed right-of-way for many years. As stated in the vacation application letter St Alphonsus is seeking the vacation of a portion of East Comstock Avenue to support the development of their new hospital campus. The partial vacation of this right-of-way, in addition to the construction of a new public connector road and intersection to Garrity Boulevard will simplify many of the existing access points to Garrity Blvd. That portion of the East Comstock right-of-way to be vacated will start at the east boundary of the proposed future public road, which will be dedicated upon the roads completion.

Public Utilities:
No sewer mains located in or near the proposed vacation area.
8" & 12" water mains adjacent 4118 E Comstock
No irrigation mains located in or near the proposed vacation area.

Environmental: Approval of the vacation will have no direct affect on properties other than those adjacent the vacation area owned by St. Alphonsus. Other properties further west on E Comstock Avenue will be able to access Garrity Blvd down N 39th St or down the new public connector road to be constructed by St. Alphonsus.

Correspondence: As of the date of this staff report no objections have been raised by any utility companies or surrounding property owners concerning the proposed vacation. Fire, Building, and Engineering Departments do not oppose the right-of-way vacation.

STAFF FINDINGS AND DISCUSSION

Planning staff sees no reason why the requested portion of the East Comstock Ave right-of-way should not be approved as requested.

RECOMMENDED APPROVAL CONDITIONS

If the City Council following the public hearing determines to approve the requested vacation of a portion of the right-of-way of East Comstock Avenue the following conditions of approval are recommended:

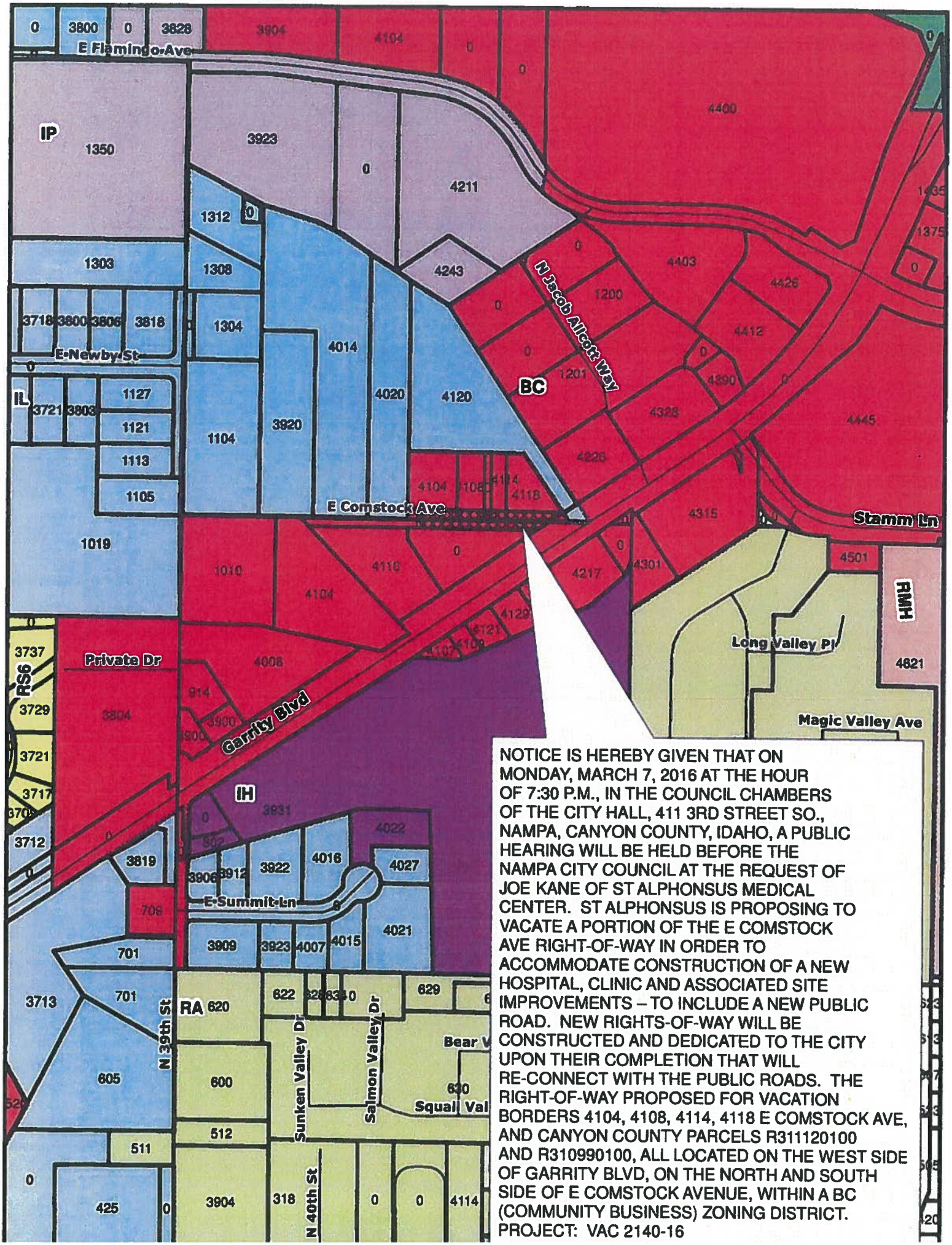
1) As required by the City Engineering Division the applicant shall dedicate right-of-way for and construct the new collector roadway as shown in the attached exhibit.

2) The Applicant shall submit an "Idaho Power Application for Release of Easement" form to Idaho Powers' Corporate Real Estate Department for further review.

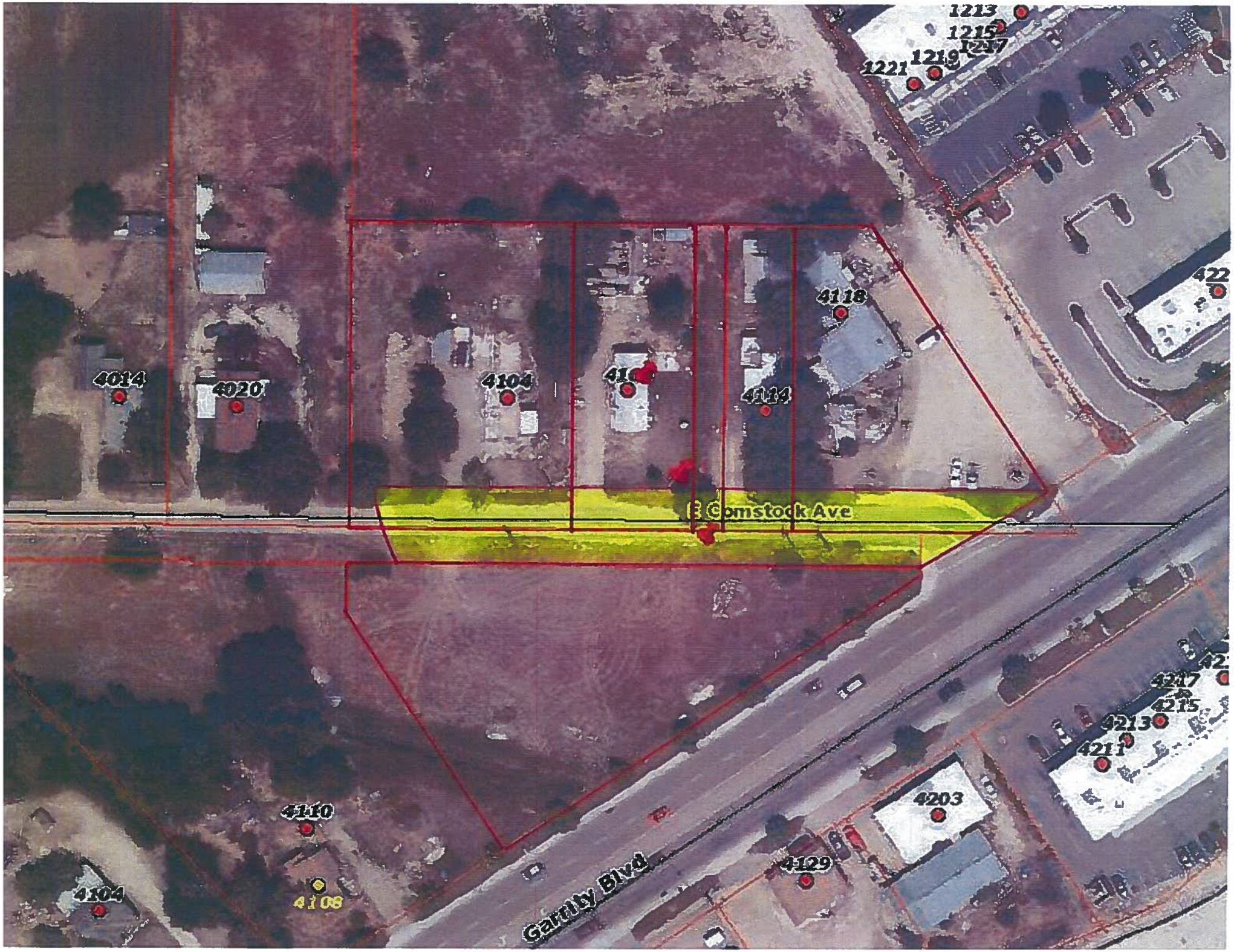
3) As required by Idaho Power the vacation of the requested portion of East Comstock Ave right-of-way shall reserve an easement to Idaho Power for the continued right to operate, maintain, repair, replace, or otherwise modify or add to their facilities within the easement, including the right of ingress and egress thereto.

ATTACHMENTS

Vicinity map
Aerial map
Vacation exhibit
Parcel exhibit
Easement vacation description
Application
Application letter
Engineering Memorandum and Exhibit dated February 23, 2016
Idaho Power Letter and Application for Release of Easement

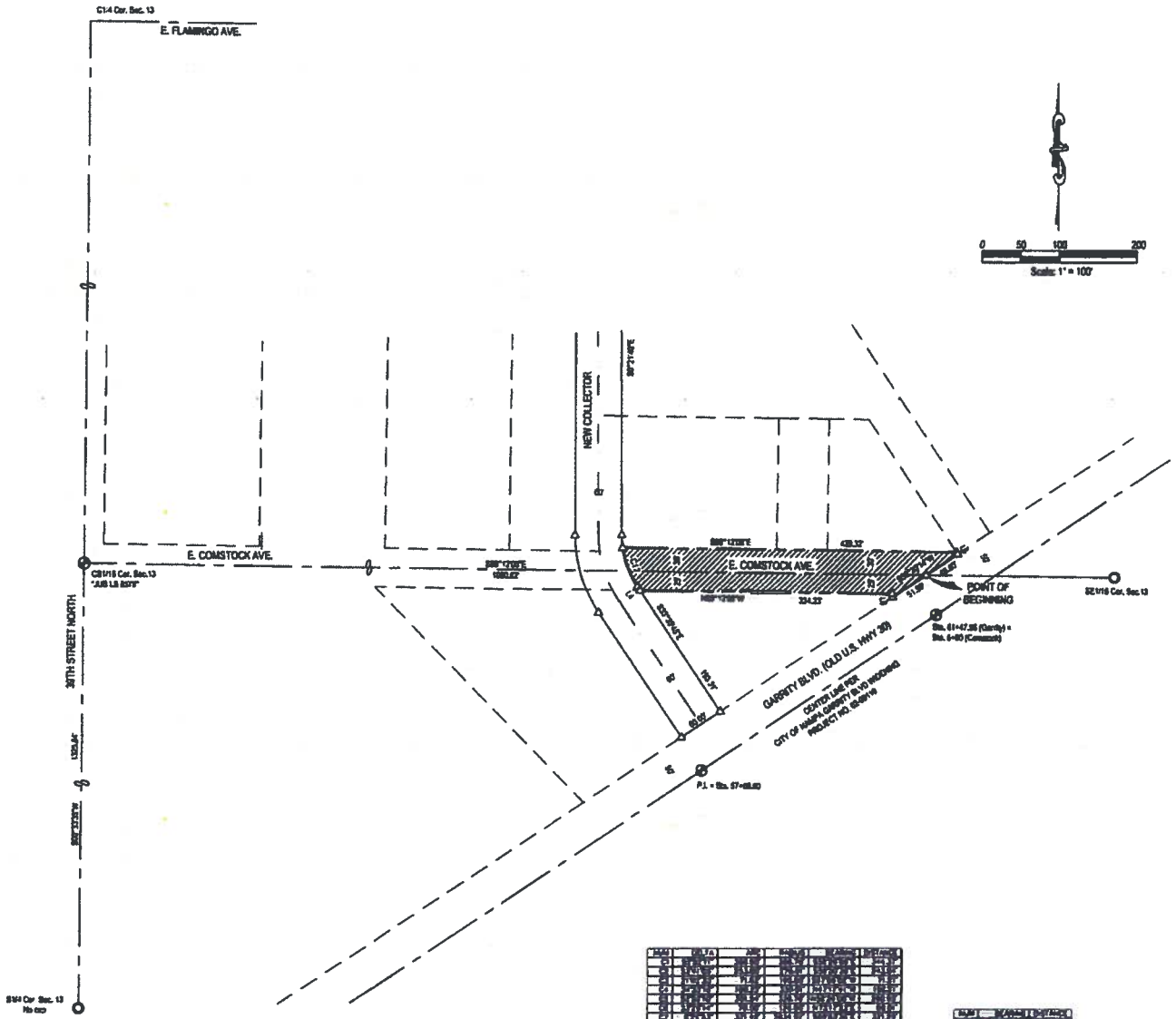


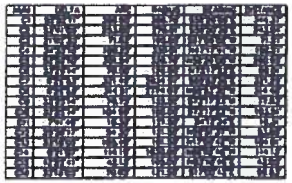
NOTICE IS HEREBY GIVEN THAT ON MONDAY, MARCH 7, 2016 AT THE HOUR OF 7:30 P.M., IN THE COUNCIL CHAMBERS OF THE CITY HALL, 411 3RD STREET SO., NAMPA, CANYON COUNTY, IDAHO, A PUBLIC HEARING WILL BE HELD BEFORE THE NAMPA CITY COUNCIL AT THE REQUEST OF JOE KANE OF ST ALPHONSUS MEDICAL CENTER. ST ALPHONSUS IS PROPOSING TO VACATE A PORTION OF THE E COMSTOCK AVE RIGHT-OF-WAY IN ORDER TO ACCOMMODATE CONSTRUCTION OF A NEW HOSPITAL, CLINIC AND ASSOCIATED SITE IMPROVEMENTS – TO INCLUDE A NEW PUBLIC ROAD. NEW RIGHTS-OF-WAY WILL BE CONSTRUCTED AND DEDICATED TO THE CITY UPON THEIR COMPLETION THAT WILL RE-CONNECT WITH THE PUBLIC ROADS. THE RIGHT-OF-WAY PROPOSED FOR VACATION BORDERS 4104, 4108, 4114, 4118 E COMSTOCK AVE, AND CANYON COUNTY PARCELS R311120100 AND R310990100, ALL LOCATED ON THE WEST SIDE OF GARRITY BLVD, ON THE NORTH AND SOUTH SIDE OF E COMSTOCK AVENUE, WITHIN A BC (COMMUNITY BUSINESS) ZONING DISTRICT. PROJECT: VAC 2140-16


1213
1215
1217
1219
1221
4118
4014
4020
4104
4114
E Comstock Ave
4217
4215
4213
4211
4203
4110
4108
4104
4129
Gandy Blvd

COMSTOCK VACATION EXHIBIT

LOCATED IN THE NW 1/4 SE 1/4 AND SW 1/4 SE 1/4 SECTION 13, T. 3 N. R. 2 W., B.M.
NAMPA, CANYON COUNTY, IDAHO
2015





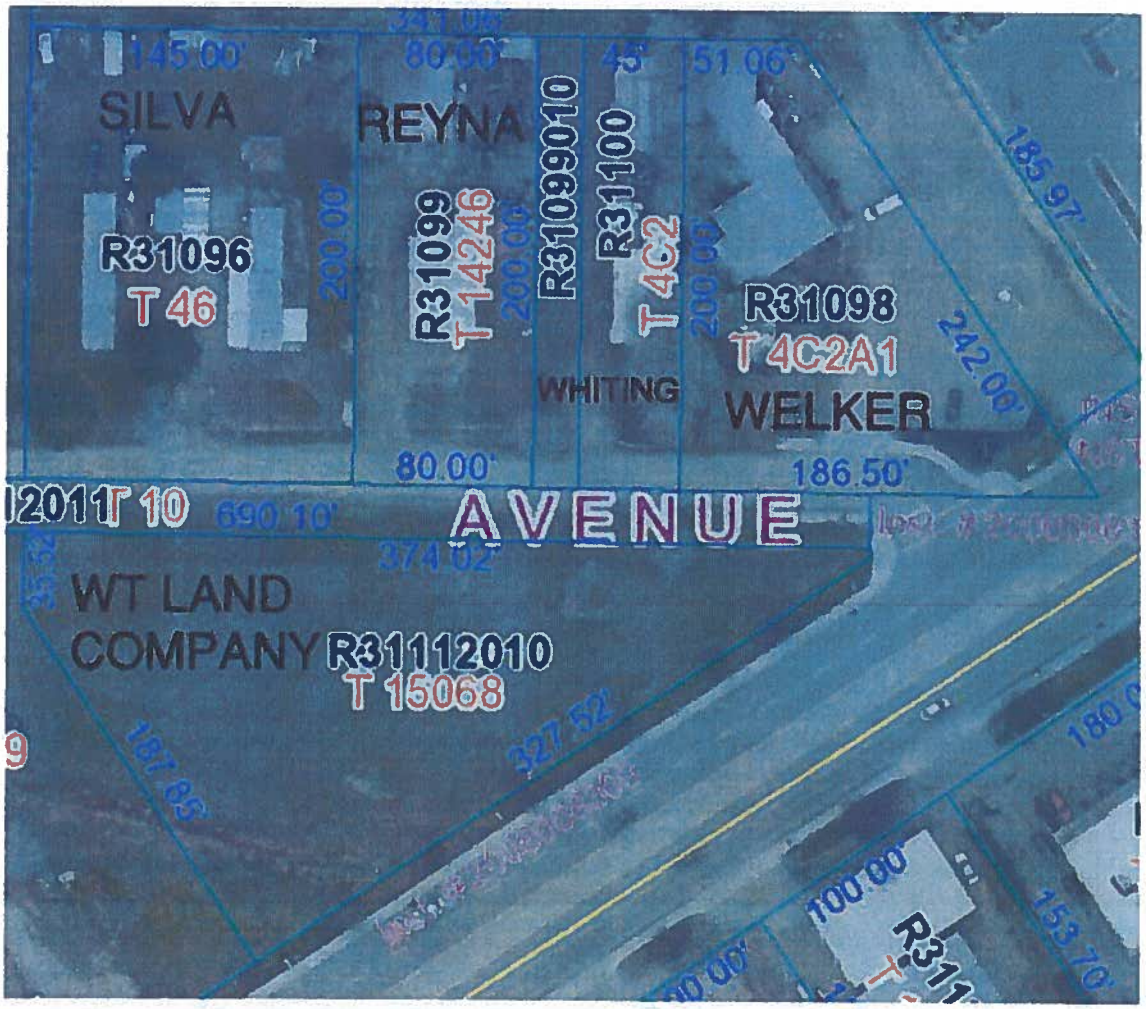
INDEX NO. 324-13-0-0-0-00-00

COMPASS Land Surveying PLLC	SURVEY FOR: SAINT ALPHONSUS MEDICAL CENTER NAMPA INC.
	COMPASS LAND SURVEYING, PLLC 419 Madrone Cir. Nampa, ID 83686 Office: (208) 442-0115 Fax: (208) 327-2106

SHEET NO.	JOB NO.	DWG NO.	SCALE	DRAWN BY	DATE	REV
1 OF 1	4815	4815ROS	1"=100'	RAG	06/27/15	

COUGHLINPORTERLUNDEEN
STRUCTURAL CIVIL SEISMIC ENGINEERING

Parcel Exhibit



COMPASS LAND SURVEYING, P.L.L.C.

3818 E. Newby Street, Suite 103
Nampa, Idaho 83687

Telephone: (208) 442-0115
Fax: (208) 327-2106
Email: rgray.cls@gmail.com

Client: Saint Alphonsus Medical Center
Date: August 28, 2015
Job No.: 4815

E. COMSTOCK AVE.
VACATION DESCRIPTION

A strip of land being a portion of E. Comstock Ave., (30.00 feet north and 25.00 feet south of the centerline of said E. Comstock Ave.) located in the NW 1/4 SE 1/4 and SW 1/4 SE 1/4 of Section 13, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at a found 3 inch diameter brass disk stamped "JUB LS 8575" marking the SW corner of said NW 1/4 SE 1/4, (Center south 1/16 corner), said corner bears S. 00° 33' 47" W., a distance of 1326.01 feet from a found 3 inch diameter aluminum disk stamped "PLS 7732" marking the NW corner of said NW 1/4 SE 1/4, (Center 1/4 corner);

Thence along the southerly boundary of said NW 1/4 SE 1/4, S. 89° 12' 06" E., a distance of 1080.82 feet to a point marking the north westerly right of way of Garrity Blvd. (State Highway 30), said point being the POINT OF BEGINNING;

Thence along the north westerly right of way of said Garrity Blvd., S. 56° 20' 14" W., a distance of 51.59 feet to a point marking the southerly right of way of said E. Comstock Ave.;

Thence along the southerly right of way of said E. Comstock Ave. the following courses and distances:

Thence N. 08° 15' 54" W., a distance of 4.24 feet to a point;

Thence N. 89° 12' 06" W., a distance of 324.23 feet to a point;

Thence leaving the southerly right of way of said E. Comstock Ave., N. 33° 39' 45" W., a distance of 6.01 feet to a point marking the beginning of a tangent curve right;

Thence a distance of 70.62 feet along the arc of said curve right, having a radius of 121.50 feet, a central angle of 33° 18' 05", the long chord of which bears N. 17° 00' 42" W., a distance of 69.63 feet to a point marking the northerly right of way of said E. Comstock Ave.;

Thence non tangent to said curve and along the northerly right of way of said E. Comstock Ave., S. 89° 12' 06" E., a distance of 429.32 feet to a point;

Thence S. 33° 28' 47" E., a distance of 2.89 feet to a point marking the north westerly right of way of said Garrity Blvd. (State Highway 30);

Thence along the north westerly right of way of said Garrity Blvd., S. 56° 20' 14" W., a distance of 48.80 feet to the POINT OF BEGINNING.

This strip contains 21,202 square feet more or less.

3/7/16 CC
Norm

VAC 2140-16

APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT

City of Nampa, Idaho

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of $505.00

Name of Applicant/Representative: Joe Kane / St. Alphonsus Medical Center Phone: (208) 367-2703
Address: 1055 North Curtis Road City: Boise State: ID Zip Code: 83706
Applicant's interest in property: (circle one) [Own] Rent Other Facilities Director
Owner Name: Joe Kane / St. Alphonsus Medical Center Phone: (208) 367-2703
Address: 1055 North Curtis Road City: Boise State: ID Zip Code: 83706

Address of subject property: Properties border E. Comstock Ave., 4104, 4108, 4114, 4118 and parcel #R31112010
Is a copy of one of the following attached? (circle one) [Warranty Deed] Proof Of Option Earnest Money Agreement.
+R3109901O

Subject Property Information
Please provide the following REQUIRED DOCUMENTATION to complete the vacation:

☒ Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

☐ Or Subdivision_____ Lot_____ Block_____ Book_____ Page_____

☒ List of names, addresses AND written consent of the owners and contract purchasers of all the property adjoining the vacated portion. SAMC owns all the properties listed above properties

☒ Sketch drawing of the portion proposed to be vacated. See attached

Project Description

State (or attach a letter stating) the reason you desire the easement, public right-of-way, plat or part thereof to be vacated:
St. Alphonsus is proposing to vacate a portion of the E. Comstock right-of-way, to accommodate construction of a new hospital, clinic and associated site improvements including a new public road. New right-of-ways will be constructed and dedicated to the city upon their completion to re-connect the public roads.

Dated this 22 day of January, 20 16

CK
Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa City Council. If the Council desires it may refer the application to the Planning Commission for its recommendation. If the application is recommended for approval the City Council shall hold a public hearing.

Written notice of the public hearing shall be sent to all property owners within 300 feet of the boundaries of the proposed vacation by certified mail with return receipt, at least 10 days prior to the date of the public hearing. Notice shall also be published once a week for 2 successive weeks in the Idaho Press-Tribune, with the last publication at least 7 days prior to the hearing. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:
File Number: VAC 2140 - 2016 Project Name: Vac of ROW for St. Al's

COUGHLINPORTERLUNDEEN
STRUCTURAL CIVIL SEISMIC ENGINEERING

January 22, 2016

Mr. Robert Hobbs
City of Nampa
Assistant Director of Planning & Zoning
411 3rd St. S.
Nampa, ID 83651

RE East Comstock Avenue – Partial Right of Way Vacation
St. Alphonsus Medical Center

Dear Robert:

As you are aware of and we discussed yesterday, St. Alphonsus is pursuing the vacation of a portion of East Comstock Avenue to support the development of their new hospital campus. The partial vacation of this right-of-way, in addition to the construction of a new public connector road and intersection to Garrity Boulevard will simplify many of the existing access points on to Garrity Blvd.

The portion of the East Comstock right-of-way to be vacated, will start at the east boundary of our future public road, which will be dedicated upon the roads completion, and is adjacent to the parcels with addresses 4104, 4108, 4114 and 4118 as well as parcel R31112010 which lies between Comstock and Garrity.

Included along with this package of information are:

- Parcel Exhibit
- Signed ROW Vacation Application
- The legal description of the ROW to be Vacated
- An exhibit of the ROW to be Vacated
- Affidavits for the five adjacent parcels owned by St. Alphonsus
- Warranty Deeds for the five adjacent parcels owned by St. Alphonsus

In addition to the items provided above a check in the amount of $505 dollars payable to the City of Nampa for the Vacation Application Fee is being delivered via FedEx to your attention today. If you could also kindly provide us a receipt of payment that would be appreciated.

We wish to move forward as quickly as possible through the Vacation process, and my understanding from our discussion yesterday is that if we have all of the information in to you by 5PM today, this Vacation should make it on the Agenda for the February 16th City Council Meeting. Also, the Council Meeting is the only public meeting in the Vacation process, and once it is acted and voted upon by the council, the vacation is approved. No other subsequent meetings are required.

COUGHLINPORTERLUNDEEN
STRUCTURAL CIVIL SEISMIC ENGINEERING

Thanks again for your time yesterday, it was helpful to have the face to face discussion. If you need anything else from me, please don't hesitate to contact me.

Sincerely,
COUGHLIN PORTER LUNDEEN, INC.

J. Alan Jacobson, PE
Associate Principal

Memorandum

To: Mayor and City Council

Cc: Michael Fuss, P. E., Nampa City Public Works Director

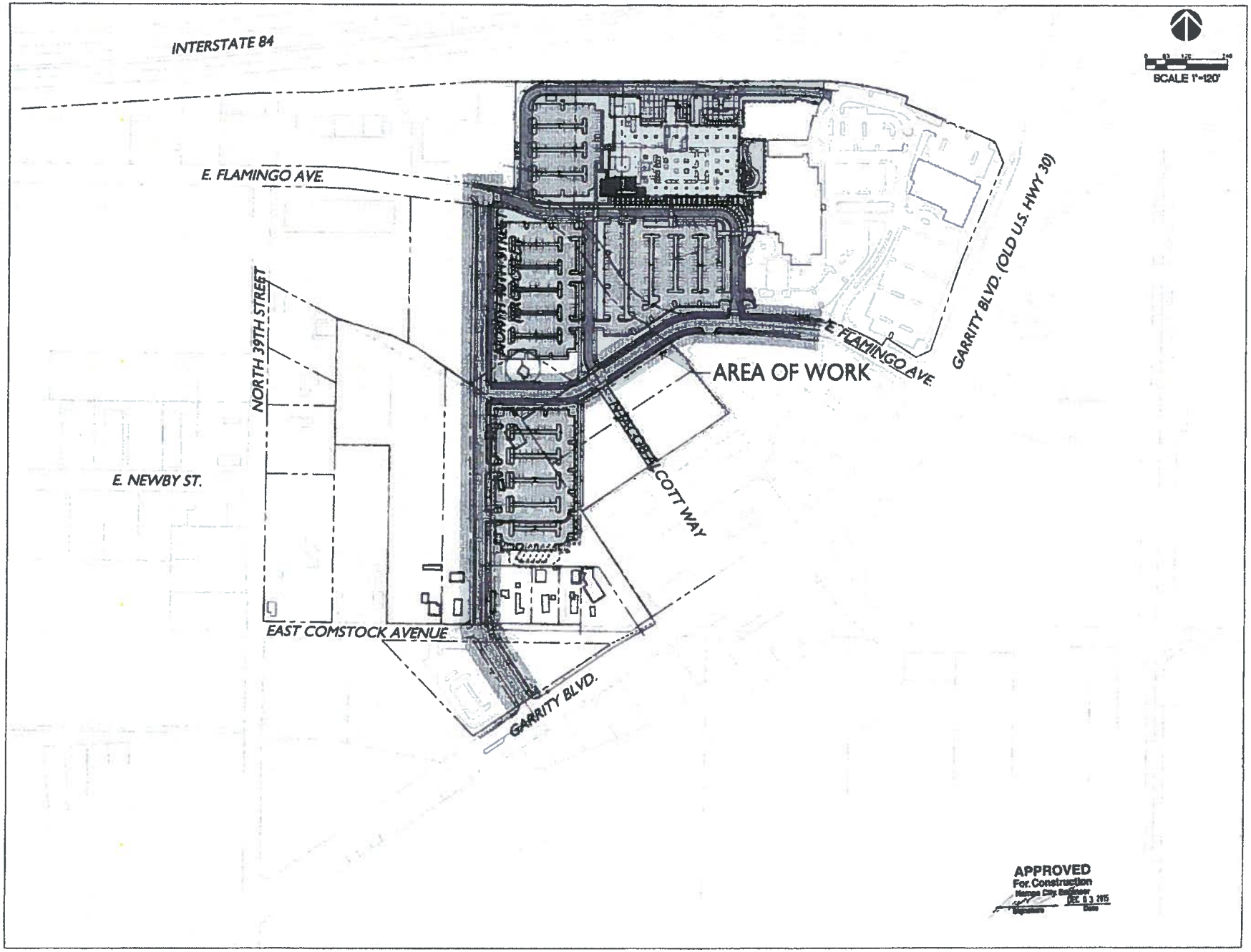
From: Daniel Badger, P.E.

Date: February 23, 2016

Re: **VAC2143-16 for March 7, 2016 City Council Meeting**

This vacation is a part of the Flamingo Avenue relocation contemplated in the Memorandum of Understanding between the City and Saint Alphonsus, entered into on March 2, 2015. The Engineering Division does not oppose the requested vacation of a portion of Comstock Avenue with the following condition:

- The Applicant shall dedicate right of way for and construct the new collector roadway as shown in the attached exhibit.



ZGF

ZIMMER GUNSUL FRASCA ARCHITECTS LLC

PORTLAND
SEATTLE
LOS ANGELES
WASHINGTON DC
NEW YORK

1223 SW Washington Street
Suite 200
Portland, OR 97205
T 503 224 3860
F 503 224 2482
www.zgf.com

LCA ARCHITECTS

ASSOCIATE ARCHITECT
LCA ARCHITECTS
1221 Shoreline Lane
Boise, ID 83702
(208)345-8877

Consultant
ENGINEER - CIVIL
COUGHLIN PORTER LUNDEEN
413 Pine St., Suite 300
Seattle, WA 98101
(206)343-0460

Revisions

Saint Alphonsus Medical Center Nampa

1055 North Curtis Road
Boise, ID 83706

Drawing Title
ROAD RELOCATION
OVERALL SITE MAP

Date OCTOBER 16, 2015
Job No. C132123-01
Drawn By DJD
Checked By JAJ

Drawing No.
C20.10

IDAHO POWER®
An IDACORP Company

February 25, 2016

City of Nampa, Idaho
Attn: Norman L. Holm, Planning Director
411 3rd Street South
Nampa, Idaho 83651

Re: Relinquishment of utility easement in E. Comstock Avenue

Dear Mr. Holm:

This is in response to your letter to Idaho Power Company dated February 18, 2016, regarding the possible relinquishment of public utility easement bordering a portion of E. Comstock Avenue.

To further review this proposed relinquishment, it is requested that the City of Nampa applicant, St. Alphonsus, submit an Idaho Power Application for Release of Easement Form (enclosed) to the Corporate Real Estate Department for further review. Accordingly, Idaho Power requires that the relinquishment of the easement by the City of Nampa reserve to Idaho Power the continued right to operate, maintain, repair, replace, or otherwise modify or add to Idaho Power's facilities within the easement, including the right of ingress and egress thereto.

Thank you once again for providing Idaho Power Company the opportunity to review and comment upon the subject petition for relinquishment.

Sincerely,

Mary K. Alandt

Mary K. Alandt
Associate Real Estate Specialist
Land Management and Permitting
(208) 388-2699
malandt@idahopower.com

Enclosure: (1)

1221 W. Idaho St. (83702)
P.O. Box 70
Boise, ID 83707

Idaho Power Application for Release of Easement

This application form is to be used to request Idaho Power release part or all of an existing Idaho Power easement. Upon submittal of this form, Idaho Power will review the easement to determine if the easement (or a portion thereof) will be released or if it will be retained. Note the acceptance of the application does not obligate Idaho Power to release any portion of the easement.

Timeframe: Depending on the request, the process may take over ten weeks. This timeframe begins once a complete application packet is received by Idaho Power's Corporate Real Estate Department. Some requests may require greater information or expense. Please be as complete as possible to save processing time. You will be notified if the application package is not complete.

Process: Once received, the request will be reviewed to determine if the easement is required for current or future facilities. Be aware, requests will not be approved if electrical facilities are present.

In some cases where electrical facilities are present, relocation of the facilities may be an option. If facility relocation is needed to allow an easement to be released, the cost of such relocation(s) would be paid by the applicant before the release is granted. If required, the acquisition of new easements or the relocation/removal of facilities must be completed prior to Idaho Power issuing a release of easement.

If the request is granted, the appropriate documentation will be created and a copy will be sent to the applicant.

Required Enclosures:
For an application to be considered complete, the following is required:

1. A completed application.
2. A complete, recorded copy of the document to be reviewed: Idaho Power Easements, Subdivision Plats, Townsite Plats, etc.
    - Copies of these documents may be obtained through the county assessor's office or a title company.
3. A legal description prepared by a licensed surveyor defining the area being requested for release.
4. A map showing the property's boundaries, with the easement area clearly marked, a compass, and any neighboring streets or landmarks.
5. A non-refundable application fee of $150 payable to Idaho Power.
6. In some cases, an ALTA/ASCM Land Title Survey or an easement valuation may be needed.

When the application is complete, send it to the Corporate Real Estate Department at the address listed on the application form. If questions arise on the required content of this application, please call 208-388-LAND (5263).

Idaho Power Application for Release of Easement

Applicant may be requested to pay other costs if required to complete this request (e.g., surveying, appraisal, title search, etc.)

Mail to: Corporate Real Estate Department: Land Management & Permitting
Attn: Easement Specialist
P.O. Box 70
Boise, ID 83707-0070
Phone: (208) 388-2699

Applicant's Signature and Printed Name

Applicant Information

Applicant's Name			Date	
Mailing Address		City	State	Zip
Phone	Cell	E-mail		

Current Property Owner Information

Owner's Name				
Mailing Address		City	State	Zip
Phone	Cell	E-mail		

Type

☐ Idaho Power Easement	☐ Public Utility Easement	☐ Road Right of Way	☐ Line Crossings

Easement Information

Instrument #	Date Recorded	Execution Date

Location Information

County	Quarter	Township	Range	Section
Subdivision	Block	Lot	Parcel Number / Assessor's Number	

In addition to information provided, please explain request. *(If more space is needed, please use the backside of this form.)*

(Why is this needed? Is there a pending sale? Are there any associated public hearings? What are your dates of construction?)

Required Enclosures *(See explanations on cover letter)*

☐ Complete Application ☐ Copy of easement, subdivision plat, or city town site
☐ Map of Location ☐ $150 Application Fee ☐ Legal Description

For IPC Use Only

Release Number	Application Received	Check Number	Date Completed

PLANNING & ZONING DEPARTMENT
Before the Mayor & City Council
Meeting of 07 MARCH 2016

PUBLIC HEARING ITEM NO. 4
STAFF REPORT

Applicants/Representative(s):
Zenith Homes LLC
File No(s).: VAC 2143-16
Analyst: Robert Hobbs

Requested Action(s): Vacations as follows:

1. Of the westerly ten feet (10') of the platted [non-developed] alley adjacent to the easterly boundary lines of Lots 5 & 6, Block 160 of Kurtz Addition and adjacent the north half (1/2) of the eighty foot (80') right-of-way of the vacated portion of California Avenue in the NW ¼ of Section 34, T3N, R2W, Boise Meridian, Canyon County, Nampa; and,

2. Of the easterly ten feet (10') of the eighty foot (80') right-of-way of S. Ivy Street adjacent to the westerly boundary of Lots 5 & 6, Block 160 of Kurtz Addition and adjacent the north half (1/2) of the vacated eighty foot (80') right-of-way of California Avenue in the NW ¼ of Section 34, T3N, R2W, Boise Meridian, Canyon County, Nampa

In order to "allow more room on the lot" per the Applicant, who further notes that, "The same thing was done on the lot to the south and we would like to continue that"...

APPLICABLE REGULATIONS

Respecting right-of-way vacation requests, our code states that,

C. Vacations: Vacation approval shall be required in order to either erase some or all of an easement or right of way. Vacation approval shall be required in order to move the location of all or part of an already platted and recorded right of way or easement. Processing of vacation requests for easements and/or rights of way shall be executed in accordance with provisions of Idaho state code. Right of way vacations shall be done by ordinance of the city council and approved first by the same during a public hearing. Alternatively, a replat of a subdivision may also serve to vacate

easements and/or rights of way when filed, approved by the city, and then recorded. (Ord. 4070, 10-7-2013)

GENERAL INFORMATION/NARRATED FINDINGS

In order for a private party to convert publicly held [dedicated] right-of-way into "buildable" ground and cause the same to be[come] a part of that party's fee-simple privately owned/controlled land, approval/consent from property owners with land adjoining the right-of-way section proposed for vacation must be obtained as they have a vested interest in the access it provides to their land. At this juncture, the Applicant is understood to be the sole owner of land juxtaposed between the two sections of right-of-way they have applied to the City to have vacated. By virtue then of their applying for said vacation, the Applicant has thus obviously provided *de facto* consent to vacate.

No set criteria govern the appropriateness of a right-of-way vacation request, the decision being left to the discretionary judgment of the authority (in this case the City of Nampa) hearing the request. A need to protect or serve a public or other vital or prevailing interest (e.g., land access) may serve as rationale to reject a vacation proposal.

Opposition to the endeavor of the Applicant has not been raised by neighbors, City departments or outside agencies (see attached correspondence). Staff has no concerns about this request. We note the comments and requirements of City Engineering respecting this request (a copy of which are hereafter attached).

Recommendation:
Approve the application request as presented, with conditions (see following section)...

RECOMMENDED CONDITIONS OF APPROVAL

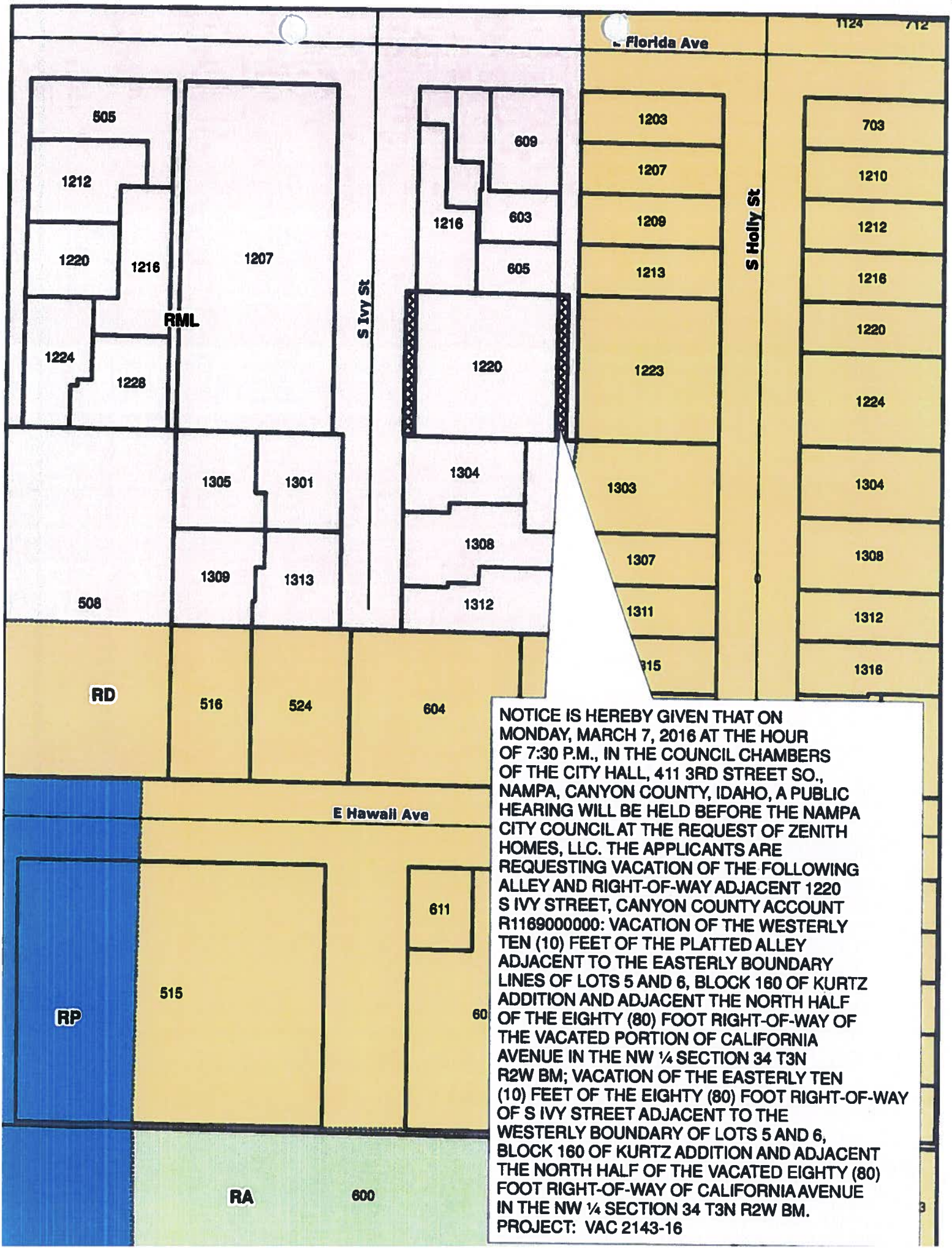
Should the City Council vote to vacate the land(s) associated with this application as described in certain documents and by exhibit(s) hereafter attached and made a part of this record, then Staff recommends that the Council condition their approval to vacate on Applicant/application compliance with the following Conditions of Approval:

1. That the City of Nampa be provided a perpetual utility easement over, across and through the vacated portion of the alley for the entire 10' width vacated, and, by association;

2. That provision be made to provide City maintenance crews unimpeded access to the alley (including the vacated portion) during development of the Property – and in perpetuity thereafter...

ATTACHMENTS/EXHIBITS

- Copy(ies) of zoning Vicinity Map, Vacation Application form, aerial photo, property and vacation exhibits, copies of any agency/owner/citizen correspondence, etc. (pages/Exhibits 3+)



NOTICE IS HEREBY GIVEN THAT ON MONDAY, MARCH 7, 2016 AT THE HOUR OF 7:30 P.M., IN THE COUNCIL CHAMBERS OF THE CITY HALL, 411 3RD STREET SO., NAMPA, CANYON COUNTY, IDAHO, A PUBLIC HEARING WILL BE HELD BEFORE THE NAMPA CITY COUNCIL AT THE REQUEST OF ZENITH HOMES, LLC. THE APPLICANTS ARE REQUESTING VACATION OF THE FOLLOWING ALLEY AND RIGHT-OF-WAY ADJACENT 1220 S IVY STREET, CANYON COUNTY ACCOUNT R1169000000: VACATION OF THE WESTERLY TEN (10) FEET OF THE PLATTED ALLEY ADJACENT TO THE EASTERLY BOUNDARY LINES OF LOTS 5 AND 6, BLOCK 160 OF KURTZ ADDITION AND ADJACENT THE NORTH HALF OF THE EIGHTY (80) FOOT RIGHT-OF-WAY OF THE VACATED PORTION OF CALIFORNIA AVENUE IN THE NW ¼ SECTION 34 T3N R2W BM; VACATION OF THE EASTERLY TEN (10) FEET OF THE EIGHTY (80) FOOT RIGHT-OF-WAY OF S IVY STREET ADJACENT TO THE WESTERLY BOUNDARY OF LOTS 5 AND 6, BLOCK 160 OF KURTZ ADDITION AND ADJACENT THE NORTH HALF OF THE VACATED EIGHTY (80) FOOT RIGHT-OF-WAY OF CALIFORNIA AVENUE IN THE NW ¼ SECTION 34 T3N R2W BM.
PROJECT: VAC 2143-16

4

APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT

3/7/16 CC
Robert

City of Nampa, Idaho

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of $505.00

Name of Applicant/Representative: Zen.th Home, LLC Phone: 208-412-4919
Address: 58 N. Tacho Place City: Nampa State: ID Zip Code: 83687
Applicant's interest in property: (circle one) Own Rent Other
Owner Name: Zen.th Home, LLC Phone: 208-412-4919
Address: 58 N. Tacho Place City: Nampa State: ID Zip Code: 83687

Address of subject property: 1220 S. Ivy St, Nampa, ID 83686
Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information
Please provide the following REQUIRED DOCUMENTATION to complete the vacation:

☐ Original Legal description of property **AND a legible WORD formatted document.** (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.

☑ Or Subdivision Kurtz Addition Lot 546 Block 160 Book 2 Page 37

☐ **List of names, addresses AND written consent** of the owners and contract purchasers of all the property adjoining the vacated portion.

☑ Sketch drawing of the portion proposed to be vacated.

Project Description

State (or attach a letter stating) the reason you desire the easement, public right-of-way, plat or part thereof to be vacated:
To allow more Room on the lot. The Same thing was done on the lot to the South & we would just like to continue that

Dated this 20th day of Jan, 2016

Applicant Signature

NOTICE TO APPLICANT

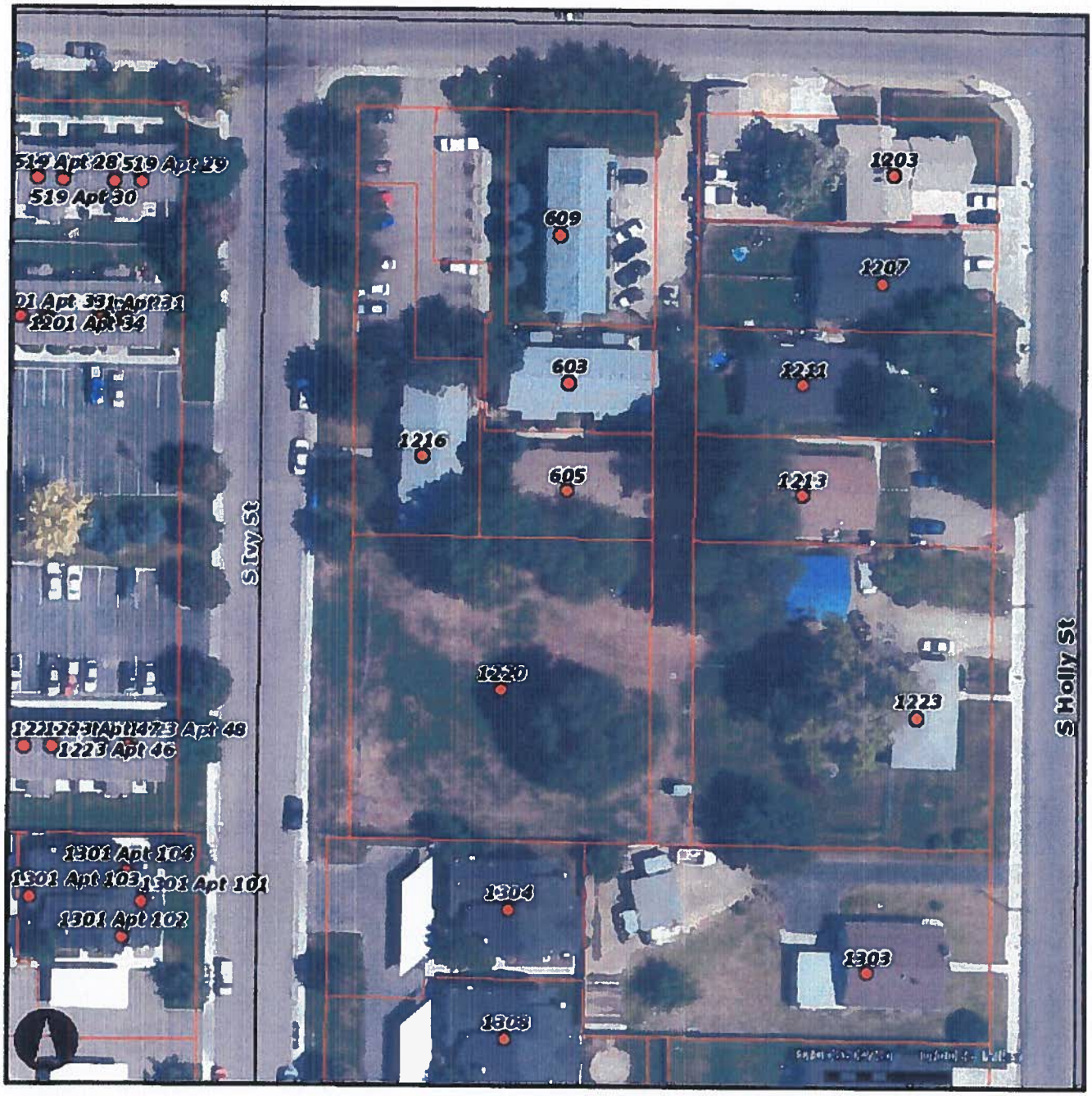
This application will be referred to the Nampa City Council. If the Council desires it may refer the application to the Planning Commission for its recommendation. If the application is recommended for approval the City Council shall hold a public hearing.

Written notice of the public hearing shall be sent to all property owners within 300 feet of the boundaries of the proposed vacation by certified mail with return receipt, at least 10 days prior to the date of the public hearing. Notice shall also be published once a week for 2 successive weeks in the Idaho Press-Tribune, with the last publication at least 7 days prior to the hearing. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:

File Number: VAC 2143 - 2016 Project Name: VAC for 10ft of Ivy St - Alley

Map



Address Points

- Active
- Hold
- Proposed
- Retired
- Other

County Parcels

Memorandum

To: Mayor and City Council

Cc: Planning and Zoning

Cc: Daniel Badger, P. E., Staff Engineer

Cc: Michael Fuss, P. E., Nampa City Public Works Director

From: Jim Brooks – Engineering Division

Date: February 23, 2016

Rev:

Re: Vacation of a portion of So. Ivy Street and public alley adjacent to 1220 So. Ivy Street.

Applicant: Zenith Homes, LLC

Applicant Address: 58 No. Tacho Place, Nampa, Idaho 83687

Property Address: 1220 So. Ivy Street

VAC2143-16 for March 7, 2016 City Council Meeting

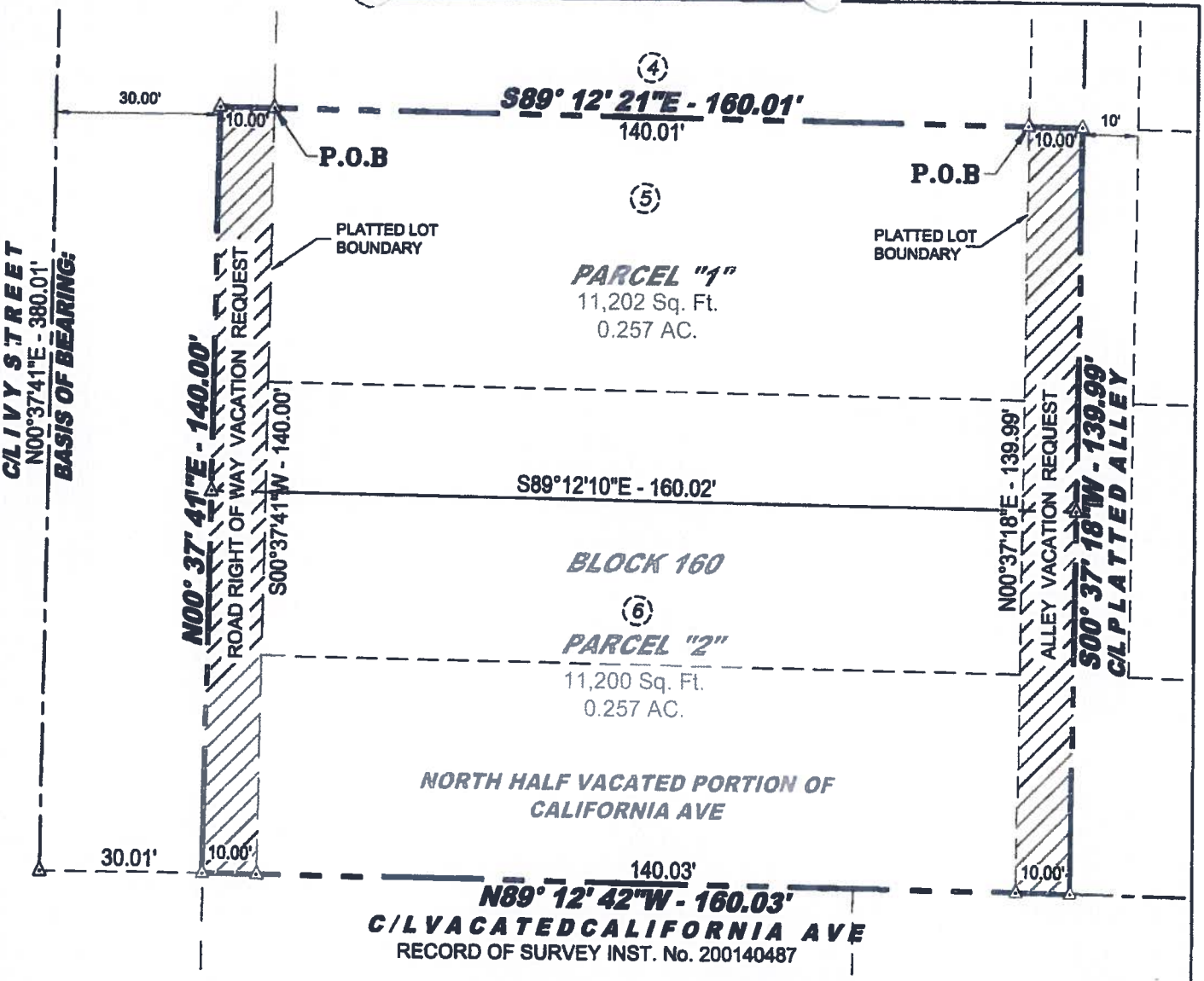
Owner is desirous to vacate the easterly 10-feet of the platted right-of-way for So. Ivy Street, and the westerly 10-feet of the platted alley adjacent to lots 5 & 6, block 160 Kurtz Addition to Nampa. Alley has not been improved and portions to the south of the applicant's property have been vacated. Owner is requesting the vacations in order to provide for additional buildable lot area.

At present there are City pressure irrigation and sewer mains within the alley. Thus the City will require that the vacated portion of the alley be retained as an easement for the entire 10-foot width proposed to be vacated.

Therefore the Engineering Division has no concerns with recommending, without reservation, the vacation of the easterly 10-feet of So. Ivy Street.

In regards to the partial vacation of the westerly 10-feet of the platted alley, the Engineering Division's recommendation for approval of the request be conditioned on the following:

- That the portion to be vacated be retained as an easement for the entire 10-foot width.
- That provision be made to provide for access for maintenance crews with development of the site.



LEGEND

(6)	PLATTED LOT NUMBER
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
— — — — —	RIGHT OF WAY LINE
- - - - - - - -	PLATTED LOT LINE
———	PROPOSED PARCEL LINE
—·—·—·—	CENTERLINE
▨	VACATION REQUEST AREA

1" = 30'

PROFESSIONAL LAND SURVEYOR
REGISTERED
1/12/16
8251
STATE OF IDAHO
LAWRENCE H. KOERNER

EXHIBIT "B"
RIGHT OF WAY & ALLEY VACATION DISPLAY FOR ZENITH HOMES, LLC.,
A PORTION OF THE NW 1/4 OF SECTION 34, T.3N., R.2W., BM., CANYON COUNTY, IDAHO

TIMBERLINE SURVEYING
847 PARKCENTRE WAY, SUITE 3, NAMPA, IDAHO 83651
208-465-5687

EXHIBIT "A"
ALLEY VACATION DESCRIPTION
FOR
ZENITH HOMES, LLC.,
NAMPA, CANYON COUNTY, IDAHO

The following describes a 10.00 foot wide strip of Land being the Westerly 10.00 of the Platted Alley adjacent to the Easterly Boundary Lines of Lots 5 & 6, Block 160 of Kurtz Addition to Nampa, and their Prolongation for the purpose of a partial Alley Vacation being a portion of the NW 1/4 of Section 34, Township 3 North., Range 2 West., BM., Nampa, Canyon County, Idaho and being more particularly described as follows:

BEGINNING at the Northeast Corner of Lot 5, Block 160 of Kurtz Addition to Nampa as Filed on Book 2 of Plats at Page 37, official Records of Canyon County Idaho;

Thence along the Prolongation of the Northerly Boundary Line of said Lot 5, South 89°12'21" East, 10.00 feet to a point on the Centerline of the Platted Alley;

Thence leaving said Prolongation, along the Centerline of the existing Platted Alley, and its Prolongation, South 00°37'18" West, 139.99 feet to a point on the Centerline of the Vacated California Avenue;

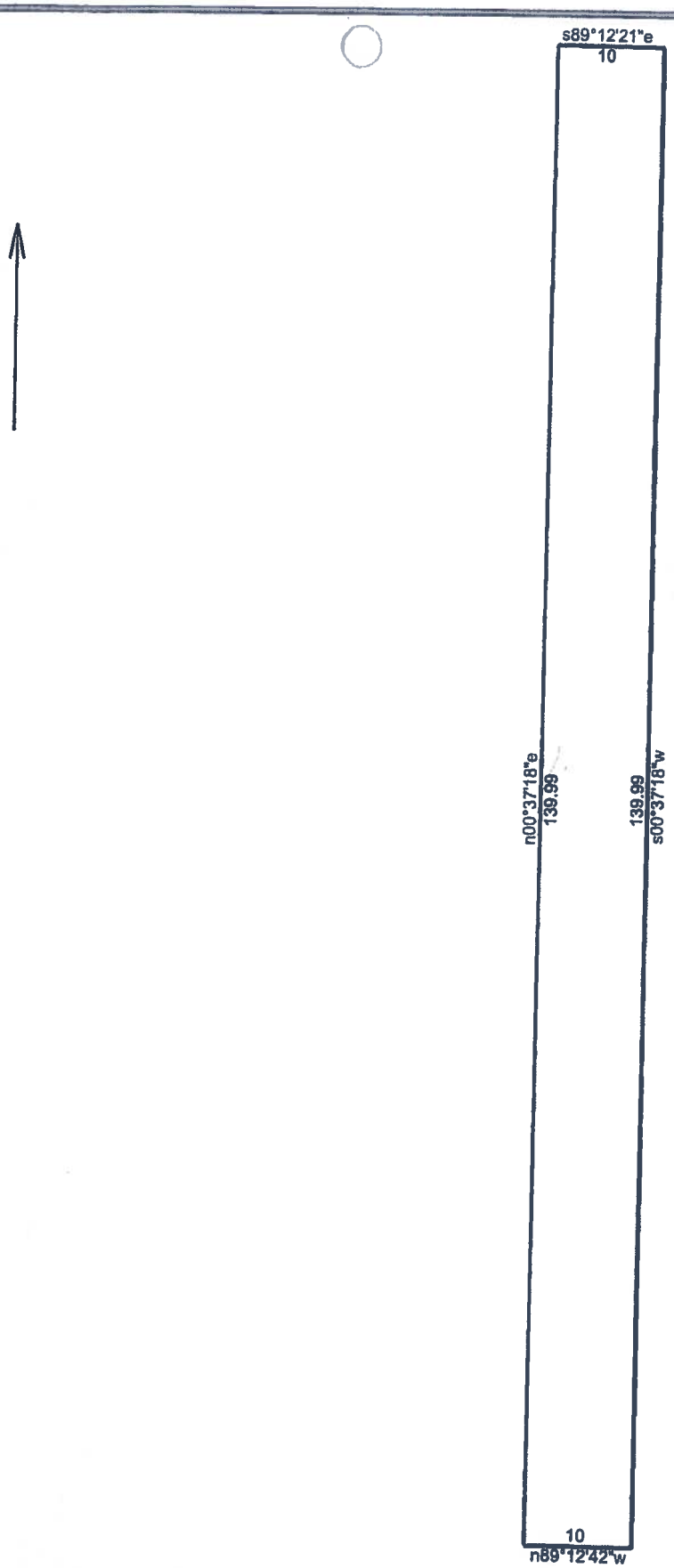
Thence leaving said Centerline and its Prolongation, and along the Centerline of the Vacated California Avenue, North 89°12'42" West, 10.00 feet to a point being on the Prolongation of the Easterly Boundary Lines of Lots 5 & 6, Block 160 of Kurtz Addition to Nampa;

Thence leaving said Centerline, and along the Easterly Boundary Lines of Lots 5 & 6, Block 160 of Kurtz Addition to Nampa, and their Prolongation, North 00°37'18" East, 139.99 feet to the **POINT OF BEGINNING:**

Said Strip of Land contains 0.032 Acres (1,400 Sq. Ft.) more or less.

See Attached Exhibit "B"

Lawrence H. Koerner, PLS 8251
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651 (208) 465-5687



10

PROFESSIONAL LAND SURVEYOR
LICENSED
1/21/16
8251
STATE OF IDAHO
LAWRENCE H. KOERNER

ALLEY VACATION

1/20/2016

Scale: 1 inch= 16 feet | File:

Tract 1: 0.0321 Acres (1400 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/294355), Perimeter=300 ft.

01 s89.1221e 10
02 s00.3718w 139.99
03 n89.1242w 10
04 n00.3718e 139.99

11

EXHIBIT "A"
IVY STREET ROAD RIGHT OF WAY VACATION DESCRIPTION
FOR
ZENITH HOMES, LLC.,
NAMPA, CANYON COUNTY, IDAHO

The following describes a 10.00 foot wide strip of Land being the Easterly 10.00 of Ivy Street adjacent to the Westerly Boundary Lines of Lots 5 & 6, Block 160 of Kurtz Addition to Nampa and their Prolongation for the purpose of a Road Right of Way Vacation being a portion of the NW 1/4 of Section 34, Township 3 South., Range 2 West., BM., Nampa, Canyon County, Idaho and being more particularly described as follows:

BEGINNING at the Northwest Corner of Lot 5, Block 160 of Kurtz Addition to Nampa as Filed on Book 2 of Plats at Page 37, official Records of Canyon County Idaho;

Thence along the Platted Easterly Right of Way Line of Ivy Street, also being the Westerly Lot Lines of Lots 5 & 6, Block 160 of said Kurtz Addition to Nampa and their Prolongation, South 00°37'41" West, 140.00 feet to a point on the Centerline of the Vacated California Avenue;

Thence leaving said Easterly and Westerly Lines and along the Centerline of the Vacated California Avenue, North 89°12'42" West, 10.00 feet to a point;

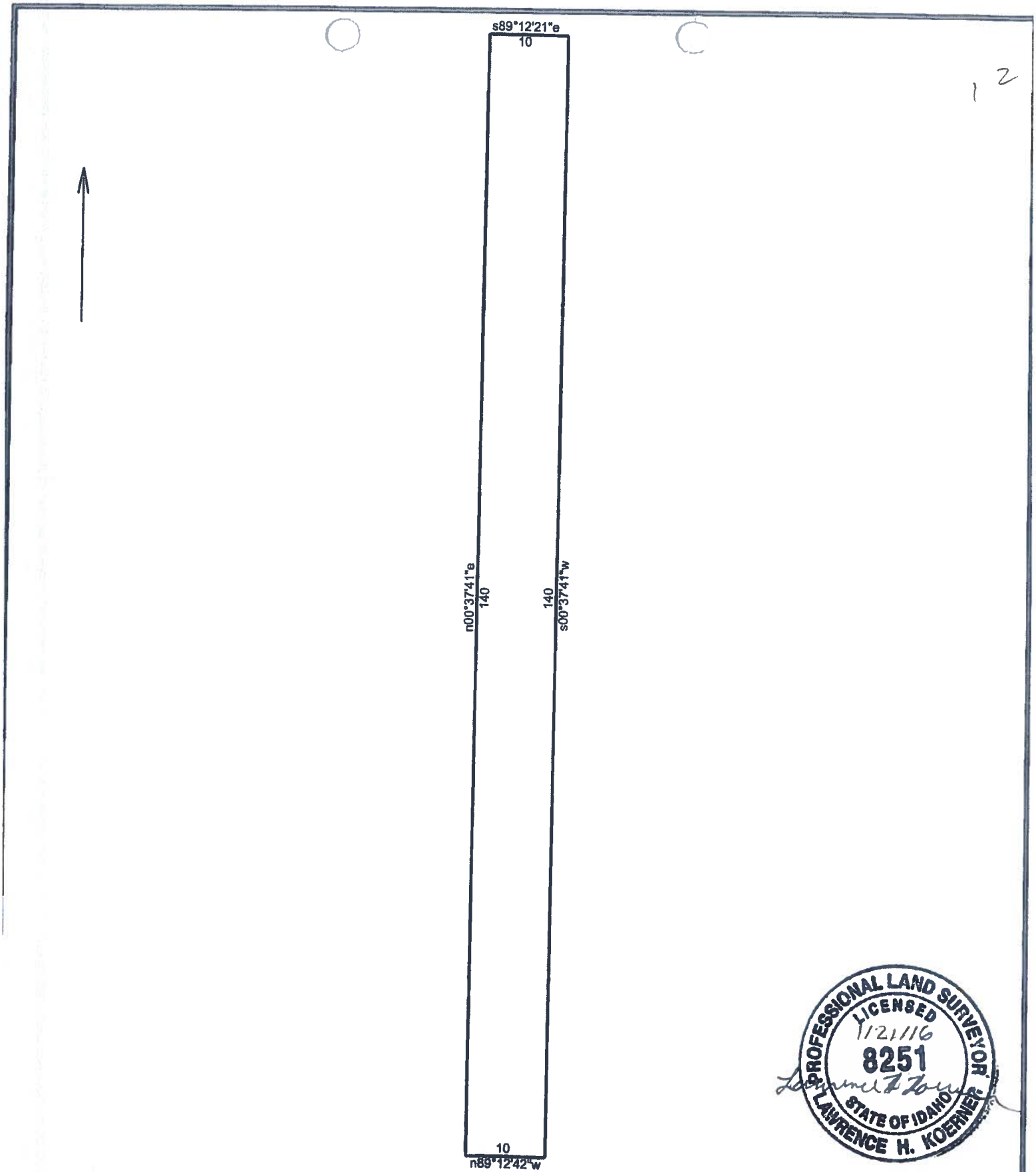
Thence leaving said Centerline, and along a Line being 10.00 feet Westerly of and parallel with the Platted Right of Way Line of Ivy Street and its Prolongation, North 00°37'41" East, 140.00 feet to a point being on the Prolongation of the Northerly Lot Line of Lot 5, Block 160 of said Kurtz Addition to Nampa;

Thence leaving said parallel Line, and along the Prolongation of the Northerly Lot Line of Lot 5, Block 160 of said Kurtz Addition to Nampa South 89°12'21" East, 10.00 feet to the **POINT OF BEGINNING:**

Said Strip of Land contains 0.032 Acres (1,400 Sq. Ft.) more or less.

See Attached Exhibit "B"

Lawrence H. Koerner, PLS 8251
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651 (208) 465-5687



PROFESSIONAL LAND SURVEYOR
LICENSED
1/21/16
8251
STATE OF IDAHO
LAWRENCE H. KOERNER

IVY STREET ROAD RIGHT OF WAY VACATION

1/20/2016

Scale: 1 inch= 16 feet

File:

Tract 1: 0.0321 Acres (1400 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/294375), Perimeter=300 ft.

01 s00.3741w 140
02 n89.1242w 10
03 n00.3741e 140
04 s89.1221e 10

13

IDAHO PRESS TRIBUNE
EMMETT MESSENGER-INDEX
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS Printed at 02/16/16 09:35 by rba14

Acct #: 241983 Ad #: 1418744 Status: N

LEGAL NOTICE

**CITY OF NAMPA, IDAHO
NOTICE OF PUBLIC
HEARING REGARDING
PROPOSED VACATION OF
RIGHT OF WAY**

Notice is hereby given that on Monday, March 7, 2016 at the hour of 7:30 p.m., in the Council Chambers of the City Hall, 411 3rd Street So., Nampa, Canyon County, Idaho, a public hearing will be held before the Nampa City Council at the request of Zenith Homes, LLC.

The applicants are requesting Vacation of the following alley and right-of-way adjacent 1220 S Ivy Street, Canyon County Account R1169000000:

1. Vacation of the Westerly Ten (10) feet of the platted alley adjacent to the easterly boundary lines of Lots 5 and 6, Block 160 of Kurtz Addition and adjacent the north half of the Eighty (80) foot right-of-way of the Vacated Portion of California Avenue in the NW ¼ Section 34 T3N R2W BM;
2. Vacation of the Easterly Ten (10) feet of the Eighty (80) foot right-of-way of S Ivy Street adjacent to the westerly boundary of Lots 5 and 6, Block 160 of Kurtz Addition and adjacent the North Half of the Vacated Eighty (80) foot right-of-way of California Avenue in the NW ¼ Section 34 T3N R2W BM.

Located within an RML (Limited Multi Family Residential) zoning district.

You are invited to attend said public hearing or submit written response to the office of the Planning Director, 411 3rd St So, Nampa, Id 83651, or telephone 468-5484 for more information.

Dated this day 12th day of February, 2016.

CITY OF NAMPA,
Norman L Holm,
Planning Director

February 19, 26, 2016
1418744

14

CITY OF NAMPA, IDAHO
NOTICE OF PUBLIC HEARING
REGARDING PROPOSED VACATION OF RIGHT OF WAY

Notice is hereby given that on **Monday, March 7, 2016 at the hour of 7:30 p.m., in the Council Chambers of the City Hall, 411 3rd Street So., Nampa,** Canyon County, Idaho, a public hearing will be held before the Nampa City Council at the request of **Zenith Homes, LLC.**

The applicants are requesting Vacation of the following alley and right-of-way adjacent 1220 S Ivy Street, Canyon County Account R1169000000:

1. **Vacation of the Westerly Ten (10) feet of the platted alley adjacent to the easterly boundary lines of Lots 5 and 6, Block 160 of Kurtz Addition and adjacent the north half of the Eighty (80) foot right-of-way of the Vacated Portion of California Avenue in the NW ¼ Section 34 T3N R2W BM;**
2. **Vacation of the Easterly Ten (10) feet of the Eighty (80) foot right-of-way of S Ivy Street adjacent to the westerly boundary of Lots 5 and 6, Block 160 of Kurtz Addition and adjacent the North Half of the Vacated Eighty (80) foot right-of-way of California Avenue in the NW ¼ Section 34 T3N R2W BM.**

Located within an RML (Limited Multi Family Residential) zoning district.

You are invited to attend said public hearing or submit written response to the office of the Planning Director, 411 3rd St So, Nampa, Id 83651, or telephone 468-5484 for more information.

Dated this day 12th day of February, 2016.

CITY OF NAMPA, Norman L Holm, Planning Director

Publish: February 19 and February 26, 2016.

Project: VAC 2143-16

5

ACCOUNT	SiteAddres	Name	Address	City	State	ZipCode
R1168900000	605 E FLORIDA AVE	ALVERSON R MICHAEL	7885 S SHOEMAKER LN	MERIDIAN	ID	83642
R1168600000	1207 S IVY ST	ARMSTRONG TRUST	PO BOX 385	MERIDIAN	ID	83680
R1169100000	1223 S HOLLY ST	AUSTIN DAVID H	1223 S HOLLY ST	NAMPA	ID	83686
R1175900000	1303 S HOLLY ST	BACHMAN WAYNE AND ELIZABETH TRUST	1303 S HOLLY ST	NAMPA	ID	83686
R1169300000	1209 S HOLLY ST	BARNARD JEANNINE WILLIAMS	PO BOX 6035	BROOKINGS	OR	97415
R1169401000	1203 S HOLLY ST	BARR GERALD	12434 W MEDALIST DR	BOISE	ID	83709
R1162300000	612 E FLORIDA AVE	BRYANT RODNEY R	2805 PASCOE LN	NAMPA	ID	83686
R1162100000	616 E FLORIDA AVE	CANOY TERESA	616 E FLORIDA AVE	NAMPA	ID	83686
R1162901000	520 E FLORIDA AVE	COFFELT PEGGY L	520 E FLORIDA AVE	NAMPA	ID	83686
R1162000000	604 E FLORIDA AVE	CORNWALL PAMELA K	604 E FLORIDA AVE	NAMPA	ID	83686
R1176400000	524 E HAWAII AVE	CRAMER JOHN MICHAEL	509 CREEKSIDE PL	NAMPA	ID	83686
R1168501400	1224 S JUNIPER ST	DOHENY LLC	5382 N MORNINGGATE \	BOISE	ID	83713
R1176301000	516 E HAWAII AVE	GUMP HEIDI L	516 E HAWAII AVE	NAMPA	ID	83686
R1169600000	1210 S HOLLY ST	HERNANDEZ JOSIE G	3473 S UPPER FORK WA	BOISE	ID	83709
R1175200000	1308 S HOLLY ST	HUCK BRIAN W	1308 S HOLLY ST	NAMPA	ID	83686
R1175301000	1316 S HOLLY ST	KLUMPER JOHN C Jr	1316 S HOLLY ST	NAMPA	ID	83686
R1175100000	1304 S HOLLY ST	MC CASLAND MYRON P	1304 S HOLLY ST	NAMPA	ID	83686
R1169500000	703 E FLORIDA AVE	MC FATE JAMISON D	156 E BRIDGEWATER C	BOISE	ID	83706
R1176100000	1315 S HOLLY ST	MORALES FIDEL	1721 S CAMAS ST	NAMPA	ID	83686
R11759010A0	1304 S IVY ST	MOUNTAIN WEST IRA INC FBO PHYLLIS BLO	10096 W FAIRVIEW AVE	BOISE	ID	83704
R1176000000	604 E HAWAII AVE	NICHOLS RICHARD W	611 E HAWAII AVE	NAMPA	ID	83686
R1169700000	1212 S HOLLY ST	O DELL GARY	415 N BLACK CAT RD	KUNA	ID	83634
R1162200000	624 E FLORIDA AVE	PALM ESTATES NO 4 LLC	12298 WHITE CHAPEL W	NAMPA	ID	83686
R1168901000	1216 S IVY ST	PARKER MICHAEL J	13923 W BUNKERHILL C	BOISE	ID	83713
R1169800000	1216 S HOLLY ST	REXX KAREN	1216 S HOLLY ST	NAMPA	ID	83686
R1170000000	1224 S HOLLY ST	RIZZO BRANDON	1224 S HOLLY ST	NAMPA	ID	83686
R1176300000	1305 S IVY ST	ROBERTS LOREN	1507 N PARK FOREST W	EAGLE	ID	83616
R11764010B0	1313 S IVY ST	ROBERTS NATALIE J	1507 N PARK FORREST '	EAGLE	ID	83616
R1169900000	1220 S HOLLY ST	SCHEFFER MARTIN WARNE AND JUDY KURT	2810 PASCOE LN	NAMPA	ID	83686
R1168800000	609 E FLORIDA AVE	SCHLAICH DONNA J	3106 TEEPEE CT	NAMPA	ID	83687
R1175300000	1312 S HOLLY ST	SIBRIAN JOSE A	1815 W HONEY DEW DR	NAMPA	ID	83651
R1168700000	603 E FLORIDA AVE	SMITH NATHAN R	152 BUTTE ST	COLTON	WA	99113
R1175901100	1307 S HOLLY ST	TETSELL WILLIAM C	210 STIPP LN	UKIAH	CA	95482
R1175800000	1311 S HOLLY ST	THOMPSON PETER J	1311 S HOLLY ST	NAMPA	ID	83686
R11764010A0	1301 S IVY ST	TODD HEIDI M	11505 MELBA RD	MELBA	ID	83641
R1169400000	1207 S HOLLY ST	VAUGHN CORY	2588 W LADLE RAPIDS S	MERIDIAN	ID	83646

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2

R1176001100	624 E HAWAII AVE	WAHNSCHAFFE KENNETH G	22105 SW 107TH AVE	TUALATIN	OR	97062
R1176301100	1309 S IVY ST	WIMER DAVID R	303 S FLORENCE	GRANGEVILLE	ID	83530
R1176200000	508 E HAWAII AVE	WRZESINSKI WALTER L	508 E HAWAII AVE	NAMPA	ID	83686
R1169000000	1220 S IVY ST	ZENITH HOMES LLC	58 N TACHO	NAMPA	ID	83687

PUBLIC HEARING ON INTENT TO CREATE LOCAL IMPROVEMENT DISTRICT (LID) 161
FOR CITY UTILITY EXTENSIONS AND CONNECTIONS

- This LID is voluntary and provides a mechanism to assist individuals pay their pressurized irrigation, domestic water, and or sewer hookup fees through a property assessment with a long-term payment plan and relatively low interest rates.
- This LID is voluntary and is implemented upon homeowner's request, at which time an agreement is executed.
- The LID is for the cost of extensions and connection fees for City irrigation, domestic water, and sewer hookup fees.
- Property owners will be assessed the cost of extensions and connection fees in accordance with standard City irrigation, water, and sewer hookup fees.
- $100,000 is the total estimated cost for the creation of the LID.
- Council adopted Resolution 5-2016 to declare the intention to create the LID February 1, 2016 and authorized a public hearing.
- Notice of the Public Hearing was published in the Idaho Press Tribune February 8, 9 and 10, 2016.

REQUEST: Council approve and authorize Mayor to sign Ordinance Creating LID 161 (Exhibit A)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAMPA, IDAHO, TO CREATE LOCAL IMPROVEMENT DISTRICT NO. 161 FOR NAMPA, IDAHO, FOR CITY UTILITY EXTENSIONS AND CONNECTIONS; PROVIDING FOR THE LEVYING OF ASSESSMENTS UPON THE PROPERTY BENEFITTED BY SUCH IMPROVEMENTS AND FOR THE BASIS OF MAKING SAID ASSESSMENTS; SETTING FORTH THE PROPERTIES TO BE INCLUDED IN SAID DISTRICT; AND PROVIDING FOR MAKING THE ASSESSMENT ROLL.

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

Section 1: There is hereby created a local improvement district in the City of Nampa, Idaho, to be called Local Improvement District No. 161 for City Utility Extensions and Connections; the boundaries of the real property included herein are in accordance with the resolution of intention, which was heretofore and hereby is adopted, ratified and approved; and the boundaries of said district and the real property included herein are within the City of Nampa at various locations throughout the corporate limits of the City.

Section 2: The property shall be assessed for construction costs not paid by the City, said amount is estimated to be $100,000; provided said costs shall not exceed the actual cost of the extension and connection fees together with expenses as set forth in Section 3.

Section 3: Each lot and parcel of land shall be separately assessed for said debt or cost and expense of said extensions and the connection fees in proportion to the benefits derived to such property by said improvements. The costs and expenses to be assessed as herein provided shall include the cost of connection fees.

Section 4: The City Engineer is hereby directed to make an assessment roll according to the provisions of Idaho Code § 50-1712.

Section 5: In the case of a sewer connection, the connection fee allows the property residence to be connected to the City sewer system. The property owner will need to hire a City of Nampa licensed plumber to connect their private line onto the City main line. In the case of a water connection, the City of Nampa Waterworks Division will install a service line, a meter box and a water meter for the residence. The property owner will need to hire a City of Nampa licensed plumber to connect their private line into the water meter. In the case of an irrigation connection, the City of Nampa Waterworks Division will install the service line, shut-off valve and service riser for pressure irrigation onto the property.

Section 6: Should the court having jurisdiction declare any part of this Ordinance invalid, unauthorized or unconstitutional or in conflict with any other part of this Ordinance, then such decision shall affect only the part declared to be unconstitutional, unauthorized or invalid, and shall not affect any part whatsoever of this Ordinance. The Mayor and City Council of the City of Nampa, Idaho, declare that it would have passed this Ordinance, and each part hereof, irrespective of parts declared invalid, unauthorized or unconstitutional.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 7th DAY OF March, 2016.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 7th DAY OF March, 2016.

Approved:

By_____
Mayor

Attest:

By_____
City Clerk