

**City of Nampa
Regular Council Meeting
March 21, 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 – Bishop Mark Jepson of the Church of Jesus Christ of Latter-Day Saints

Roll Call

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

Proposed Amendments to Agenda

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

Consent Agenda

- 1) Minutes of the Regular Council Meeting of March 21, 2016, Airport Commission Meeting OF February 8, 2016; the Nampa Bicycle and Pedestrian Advisory Committee Meeting; the Board of Appraisers Minutes; the Planning & Zoning Commission Meeting of February 23, 2016 and March 8, 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) Carriage Hill North Subdivision No. 4 in an RS-8.5 Zoning District
- 5) Authorize Public Hearings
 - a) NONE
- 6) Authorize to Proceed With Bidding Process
 - a) NONE
- 7) Monthly Cash Reports
- 8) Licenses for 2016-2017 (*All Licenses Subject to Police Approval*): **See Attached Liquor Renewal List**
- 9) Correct Irrigation Assessments Pursuant to Idaho Code 50-1807
- 10) Approval of Agenda

Communications

Staff Communications

Staff Report – Michael Fuss

Unfinished Business

- 1) Second 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
- 2) First Reading of an Ordinance De-Annexing of a Narrow Strip of Land to Correct an Encroachment at 24 S Jarom Lane for Donald and Darla Larson
- 3) First Reading of an Ordinance Vacating 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) First Reading of Ordinance Vacating the Alley and Right-of-Way Adjacent to 1220 S Ivy Street for Zenith Homes
- 5) Request for Reconsideration of the Denial of 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

New Business

- 1) Adoption of the Program Year 2016 CDBG Application Guidance
- 2) Appointment of Scott Jacobsen and Steve Wilson to the Nampa Golf Commission
- 3) Authorize Mayor and Public Works Director to Sign Task Order with J-U-B Engineers, Inc., for Consultant Services to Facilitate Connection Fee and Reimbursement Policy Development
- 4) Authorize Mayor to sign Rescission of Option to Purchase Right of Way Agreement with Nampa Medical Properties, LLP
- 5) Authorize Piggyback Purchase of Chip Seal Oils from Idaho Asphalt Supply, at an Estimated Cost of \$300,000.00, for Street Division
- 6) Authorize Mayor to Sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with William Powers, (2) Land Lease Agreement Two Millers Holdings, LLC, and (3) Memorandum of Lease for Recording Agreement with Two Millers Holdings, LLC for Lot 1140 at Nampa Municipal Airport
- 7) Authorize Mayor to Sign Federal Aviation Administration Grant Application and Sponsor Certifications for Airport Improvement Program (AIP-27), Phase I Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone for Nampa Municipal Airport
- 8) Authorize Mayor to Sign Professional Services Agreement with J-U-B Engineers, Inc., for Engineering Services as Required by the Federal Aviation Administration Airport Improvement Program (AIP-27) Grant Funding Program for Nampa Municipal Airport
- 9) Appointment of Larry Richardson (1 year), Lawrence Manning (1 year), Douglas Houston (2 years), Jordan Yankovich (2 years), Monique Michel-Duarte (3 years), Brenda Fisher (3 years), and Greg Toolson (3 years) to the Arts & Historic Preservation Commission
- 10) Resolution Adopting New Fees for the Nampa Civic Center
- 11) First Reading of Ordinance Amending the 2015 – 2016 Budget

Public Hearings

- 1) Rezone from DH (Downtown Historic) to DV (Downtown Village) & 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 Avenue South, 16 10th Avenue South, 1012 1st Street South, and 1014 1st Street South for Mike Mussell
- 2) Modification of Annexation/Zoning Development Agreement Between Timbercreek Development LLC and the City of Nampa Amending the Original Approved Conceptual Layout and Common Areas for Timbercreek Subdivision for Horrocks Engineers/Wendy Schrief/Evans Trust
- 3) Fee Proposals for the Nampa Civic Center
- 4) Amendment to the 2015 – 2016 Budget
- 5) Vacation of the Five Foot Drainage Easements on Each Side of the Lot Line Between 11605 and 11615 W Cross Way for Jim Shervik
- 6) Vacation of the Public Utility and Drainage Easement Along the Southerly Five Feet of 4106 Raintree Drive for David Crawford of B&A Engineers, Representing Derek Bartlow

Adjourn

Next Meeting

◆ **Regular Council at 6:30 p.m. – Monday, April 4, 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 NAMPA AIRPORT COMMISSION
FEBRUARY 8, 2016**

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

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

Proposed amendments to the agenda; None

Election of 2016 Chairman and Vice Chairman:

MOVED by Clark to **nominate Mark Miller for the 2016 Commission Chairman.**
MOTION CARRIED

Vice Chairman Howard turned the meeting over to Chairman Miller.

MOVED by Howard to **nominate Russ Sperry for the 2016 Commission Vice Chairman.**
MOTION CARRIED

MOVED by Howard, and seconded to **approve the minutes** for the Regular meeting of January 11, 2016 and the Special meeting of January 25, 2016.
MOTION CARRIED

Staff Report:

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

- Open Units; Wait List: Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI, operating normally; AWOS operating normally, completed quarterly inspection and upgraded CDP.
- The East Hangar Lot Cat Ex – Diane Stilson with the FAA has reviewed. - Complete
- The East Hangar Gas Line Easement – Close to completion.
- Miscellaneous; New Standard Land Lease is under review by the FAA; Replaced café flooring; Annual fire sprinkler inspection in the terminal – complete; The fence at Airport and Municipal – repaired; Eastside waterline abandonment – Coordinating with the developer, Nampa City Water Department and Nampa Fire Department; Weed/Rodent Control is ongoing; No unauthorized vehicles; NOTAMS, crane west of airfield.
- Upcoming Conferences
 - FAA Northwest Mountain Region Airports Conference 2016 - March 28-30 Seattle.
 - Idaho Airport Management Association – April 18-19 Sun Valley.

Commissioner Howard questioned the new flashing stop sign at the intersection of Happy Valley and Victory. He is concerned the new sign is higher than the fence and there is now a flashing red light at the 29 end of the runway.

The Superintendent reported he has been trying to contact the County Engineer to discuss the intersection.

Grant Report:

**REGULAR NAMPA AIRPORT COMMISSION
FEBRUARY 8, 2016**

AIP-025 – J.D. Heithoff, J.U.B. Engineers, quickly reviewed the construction project: Rehabilitate Taxilanes & Remove and install 700 feet of existing fence. The final report has been sent to the FAA. We are waiting for the FAA's final confirmation.

AIP-026 – No update for February.

AIP-27 (Anticipated) - J.D. Heithoff, J.U.B. Engineers, also updated the Commission on our next AIP project; Planning for the Environmental Assessment for the Land Purchase in the runway 11 RPZ. The FAA has reviewed the Scope for the planning portion of this project. They are currently trying to find a firm to complete an independent fee estimate. Six firms have been contacted and five have declined. They are hoping the sixth firm will complete the IFE.

AIRPORT BUSINESS

Review Reservation Extension request for Gary Bartlow Lots 2002-2008 – Gary Bartlow reported to the Commission that he is moving forward with his building plans. His architect has sent the Engineers an updated drainage plan and are awaiting engineering approval.

Commissioner Howard indicated with Gary Bartlow and Mad River, LLC asking for extensions he is ok granting extensions for both groups.

MOVED by Miller and seconded by Clark;

The Airport Commission hereby grants Gary Bartlow, lots 2002-2008, and Mad River, LLC, lots 2010-2016, a 90 day reservation extension from the end of their previous reservations.

MOTION CARRIED

Review Prodigiq contract – The Airport Superintendent presented the Commission with the Prodigiq contract. Prodigiq is offering a lease management software system that is specifically designed for General Aviation facilities. The software will have land lease and hangar rental data, notifications, reports and operations will have the ability to access the data in the field. The cost is \$13,000.00.

Commissioner Miller asked for an additional month to review the contract and software.

Commissioner Howard MOVED to table the discussion for one month.

MOTION CARRIED

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

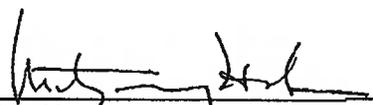
MOTION CARRIED

Chairman Mark Miller adjourned the meeting at 5:59 PM

Passed this 14th day of March, 2016



COMMISSION CHAIRMAN



AIRPORT SUPERINTENDENT, SECRETARY

**NAMPA PLANNING & ZONING COMMISSION
MINUTES OF REGULAR MEETING HELD
TUESDAY, FEBRUARY 23, 2016, 6:30 P.M.**

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

Absent: Lance McGrath, Chairman

Chairman McGrath called the meeting to order at 6:51 p.m.

Approval of Minutes. Rodriguez motioned and Keim seconded to approve the Minutes of the February 9, 2016 Planning and Zoning Commission meeting.

Report on Council Actions. Councilor Haverfield informed the Planning and Zoning Commission regarding City Council actions during the meeting held on February 16th. 1) The Rezone from DH to DV for properties on 10th Ave S and 1st St S for Mike Mussell would go before the City Council as a public hearing on March 21st – and the NDC was working on a value assessment and transfer of ownership documentation for the old Library Building; 2) Discussion of forced annexation of enclaved properties and it was decided not to take any action on forced annexations; 3) Annexation and RS-7 zoning for 8142 W Ustick Rd and 17547 Star Rd – approved; 4) Modification of Annexation/Zoning Development Agreement for 129 acres at the SE Corner of E Cherry Ln and N Franklin Blvd for Franklin Village Subdivision – approved; 5) Annexation and RS-6 zoning for 2214 Sunny Ridge Rd – approved; and, 6) Annexation and IL zoning for 4305 and 4321 Airport Rd – approved.

There were no business items on the agenda.

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

Conditional Use Permit for a Commercial Daycare/Preschool for 50 children in an RD zoning district at 1012 E Greenhurst Rd. (A .53 acre 23,020 sq ft portion of SE ¼ Section 34 T3N R2W, Lot 1 Block 3 of P & F Thompson Subdivision) for Jennifer Temple (CUP 2058-15)

Vice Chairman Gunstream proceeded to public hearing.

Jerrod Walgren of JGT Architecture, 1212 12th Ave S, Nampa – representing the applicant:

- Mr Walgren noted the rezone to RS to RD had been approved by City Council.
- Mr Walgren indicated an aerial view of the property, with 12th Ave Rd approximately 2 miles to the west, and Skyview High School and S Powerline Rd to the east.
- Another daycare, added Mr Walgren, was located on the south side of E Greenhurst Rd, on the west side of Skyview High School.
- Mr Walgren noted the plans for the interior of the proposed daycare, with 5 classrooms and an open play area that could also accommodate an after school program.
- According to Mr Walgren, a total of 50 children could be accommodated at capacity.

- Mr Walgren noted there would be approximately 6 classroom staff and 1 or 2 office/kitchen staff, for a maximum of 7 or 8 employees.
- The parking arrangement, continued Mr Walgren, was based on the 7 or 8 employees. Ten parking spaces had been provided in the back, added Mr Walgren, and 3 parallel parking spaces on the drive and room for overflow to provide for the daycare parking flow which would be a staggered drop-off and pick-up.
- The playground area was not practical at the back, advised Mr Walgren, therefore the playground was moved to the front and would be fenced with an open vision/wrought iron type of fence.
- Mr Walgren considered the proposed daycare would be a good fit for the area.
- In response to a question from Kehoe, Mr Walgren advised the daycare and the pre-school were more or less one and the same, with the toddlers and infants in the daycare and the pre-school 3 and 4 year olds in the preschool area.
- The opening hours, added Mr Walgren, would be approximately 6:00 a.m. to 6:30 p.m. Monday through Friday.

Planning Director Holm:

- Holm reviewed the history of the rezone application to from RS to RD and Conditional Use Permit application for a commercial daycare/preschool for the subject property/applicant.
- City Council, added Holm, had now approved the Rezone to RD for the subject property.
- No public comments from surrounding property owners or residents had been received regarding the conditional Use Permit application, stated Holm.
- At the time of the Rezone hearing, continued Holm, there had been some concerns regarding water service from the shared well and it was now the understanding the applicant had agreed to connect the subject property to City utilities, both sewer and water.
- The other concern had been parking, stated Holm, and the applicant had now addressed that issue with the plan submitted for the expanded parking plan for approximately 15 off-street parking spaces.
- Holm reviewed the Staff Report and recommended conditions of approval.
- In response to a question from Kropp, Badger stated the sidewalk was a discussion point with the applicant and a Deferral Agreement had been recommended. At the present time, added Badger, there was sidewalk to the east of the subject property but nothing continuing to the west.
- Rodriguez inquired if there would be a requirement for signage and crosswalk for the preschool/daycare.
- Badger advised a daycare would not constitute a school zone sign and noted there was an existing school zone sign to the east near the high school. Greenhurst Rd, continued Badger, was a 35 mph road and there would be no additional signage required for a daycare.
- Myers inquired about the driveway access and Badger replied that Elder St was considered a local roadway and therefore the proposed access driveway located 60 ft from the intersection would meet the requirements.

Vice Chairman Gunstream proceeded to public testimony.
No public comment forthcoming.

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

Kropp motioned and Sellman seconded to approve the Conditional Use Permit for a commercial daycare/preschool for 50 children at 1012 E Greenhurst Rd for Jennifer Temple subject to:

- 1. The owner obtains and maintains the required licensing with State of Idaho department of Health and Welfare.**
- 2. The outdoor yard area, playground area and landscaping shall be maintained in a neat and orderly manner.**
- 3. The outdoor yard and playground area shall be continuously fenced in order to retain children from wandering out of the area.**
- 4. The size and type of any advertising signs shall not exceed that permitted by the City of Nampa Sign Code.**
- 5. The Conditional Use Permit shall be granted only to Jennifer Temple and shall not be transferable to any other owner/operator or location.**

6. All requirements of the Nampa Building, Fire and Engineering Departments regarding Commercial Daycare/Pre School for 50 children shall be satisfied as per State Law prior to occupancy.
 7. Access points shall meet City of Nampa's Access Management Policy – Section 105.2 Driveway Spacing and Design Standards.
 8. Paved driveway and parking areas shall be designed by either a professional engineer or a licensed landscape architect to retain all storm-water runoff on-site in accordance with the City of Nampa's Storm water Policy.
- Motion carried.

Conditional Use Permit for a Non-Commercial Kennel for 3 dogs in an RS-6 zoning district at 1929 W Moose Creek Drive. (A .13 acre portion of NW ¼ of Section 32 T3N R2W for Lot 23 Block 14 of Fall River Estates No. 3 for Tonya Ouckama. (CUP 2132-16).

Vice Chairman Gunstream proceeded to public hearing.

Tonya Ouckama of 1929 W Moose Creek Dr – the applicant:

- Ms Ouckama stated she had applied for the Conditional Use Permit for 3 small Shih Tzu dogs and advised she had up to date veterinarian records and vaccinations.
- The three dogs, continued Ms Ouckama were AKC registered pure bred Shih Tzus and were licensed with the City.
- To her knowledge, advised Ms Ouckama, there had been no neighbor complaints.
- Ms Ouckama indicated some letters from neighbors in support of keeping her three dogs.
- Kehoe inquired if there would be any dog breeding involved with the three dogs.
- Ms Ouckama replied she did want to breed the dogs and advised there was a litter last autumn and they were all sold before they were 3 weeks old.

Assistant Planning Director Hobbs:

- Hobbs noted some years ago the City adopted an Ordinance that would allow for persons to have more than two dogs on their property, through the Conditional Use Permit process.
- Hobbs reviewed the Staff Report and noted the subject property was enclosed by a fence.
- No complaints, continued Hobbs, had been received from the Code Enforcement Dept, Police Dept, or neighbors.
- Kehoe inquired about the applicant's statement that she planned for the dogs to have puppies.

Vice Chairman Gunstream proceeded to public testimony.
No public comment forthcoming.

Kropp motioned and Rodriguez seconded to approve the Conditional Use Permit for three (3) dogs subject to conditions.

Motion did not proceed.

- Holm noted the applicant's statement regarding the breeding of the dogs would put the application into a commercial dog breeding status - even though the puppies would be sold off before they were 6 months old.
- Holm referred to the Ordinance that, "Keeping of more than two (2) dogs for business purposes (e.g. breeding and selling the animals) is defined as a 'commercial kennel'. Non-commercial kennels may be considered in residential zones like RS-6; whereas, commercial kennels may not".
- Discussion followed regarding the commercial breeding aspect of the Conditional Use Permit application for 3 dogs in an RS-6 zoning district.
- Holm considered with the breeding of the animals it would put the application into a commercial status.

Ms Ouckama:

- Ms Ouckama stated she had two females and one male dog. The intent, added Ms Ouckama, was to have a litter or so a year.

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

Myers motioned and Kehoe seconded to deny the Conditional Use Permit for a Non-Commercial Kennel for 3 dogs at 1929 W Moose Creek Dr for Tonya Ouckama.

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

Modification of Annexation/Zoning Development Agreement between Timbercreek Development LLC and the City of Nampa recorded 08/07/2014 as Instrument No. 2014-028508 amending the original approved conceptual layout and common areas with no increase in the number of structures or four-plexes for Timbercreek Subdivision (41 four-plex buildings or 164 dwelling units on 11.01 acres, 17.90 dwelling units per acre – A portion of the NE ¼ of Section 34 T3N R2W BM), for Horrocks Engineers/Wendy Shrief/Evans Trust (ANN 2130-16)

Vice Chairman Gunstream proceeded to public hearing.

Wendy Shrief of Horrocks Engineers, 5700 E Franklin Rd, Ste 160, Nampa- representing the applicant:

- Ms Shrief noted the subject property had changed hands since the annexation and development agreement two years ago, and the new developer proposed a new building footprint.
- According to Ms Shrief, the applicants would be meeting all conditions of the existing Development Agreement, and the number of units or buildings would not be increased.
- Ms Shrief indicated the new site plan for Timbercreek Subdivision, with 34 four-plex buildings, for a total of 136 units.
- The original site plan indicated two units above and two ground level units for each four-plex and the proposed units would now be side by side four-plex units.
- With that change, added Ms Shrief, the open space would be moved and would in fact be larger.
- According to Ms Shrief, all of the original landscaping and berming would remain exactly the same.
- Ms Shrief noted the interior lots/open spaces were changed because the buildings had been changed from the original plan.
- Ms Shrief indicated the building elevations and materials proposed and advised the units would be larger and higher end than originally proposed. Ms Shrief noted the four-plexes would have partial stone fronts.
- In response to a question from Keim, Ms Shrief stated there would be the same number of garages as originally proposed.

Assistant Planning Director Hobbs:

- Hobbs noted the proposed change to the layout, as well as the buildings themselves.
- Hobbs reviewed the Staff Report and recommended conditions of approval.
- According to Hobbs, there had been an interested party come to the office earlier in the day stating there could be some form of Deed restriction on the property that may encumber the property, however, that would probably be a private matter.
- In response to a question from Kehoe regarding ADA requirements for four-plex complexes, Hobbs responded there would be requirements and those were administered and enforced by the Building Department. Hobbs noted the parking spaces would be calculated for ADA compliance at the time of Building Permit review.

Vice Chairman Gunstream proceeded to public testimony.

Jennifer Yost with the Community Development Division, City of Nampa:

- Ms Yost stated the proposed type of project would bring much more variety of housing stock to the City which was very much needed - and actually called out in the Comprehensive Plan for the City.
- The City of Nampa, added Ms Yost, needed more variety and more rental options.

- More rentals were needed, continued Ms Yost, because an analysis of housing needs in the community had been done about four years ago and at that time it was identified that 5000 rental units were needed to meet the growing needs of the City.
- **Rodriguez** considered additional houses would be more beneficial to the City.
- **Ms Yost** replied that houses and multi-family units serve a different demographic of the community, as there were people that want single family and people that need apartment complexes that did not require taking care of a yard or maintenance of the building. Additionally, stated Ms Yost, there were working people in the community that could not afford home ownership.

Mark Pridgen of 1223 E Iowa Ave, Nampa:

- Mr Pridgen stated he represented the neighbors that previously worked with the original application regarding the conditions in the Development Agreement.
- Mr Pridgen questioned the notification regarding the public hearing, as he had received notification about another item on the agenda and nothing about the subject application.
- Mr Pridgen noted the ownership had changed on the surrounding properties within 300 ft since the original application went before the Commission and questioned if the property owners had received notification of the proposed changes.

Wendy Shrief:

- Ms Shrief stated their client was intending to go ahead and re-plat as townhome lots which could be owner-occupied.

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

Rodriguez motioned and Kropp seconded to recommend to City Council Modification of Annexation/Zoning Development Agreement between Timbercreek Development, LLC and the City of Nampa recorded 08/07/2014 as Instrument No. 2014-028508 amending the original approved conceptual layout and common areas with no increase in the number of structures or four-plexes for Timbercreek Subdivision (41 four-plex buildings or 164 dwelling units on 11.01 acres, 14.90 dwelling units per acre, subject to:

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

Motion carried.

Conditional Use Permit for an Ice Cream Store in an IL zoning district at 1604 1st St S. (A .14 acre portion of the SE ¼ of Section 22 T3N R2W BM, Tax 1 of Lot 18 Block 24 Young Tax 1 of Lot 12 Block 9 Original) for Javier Barron Campos (CUP 2135-16).

Vice Chairman Gunstream proceeded to public hearing.

Javier Barron Campos of 1604 1st St S – the applicant:

- Mr Campos stated he wanted to sell ice cream from the premises, both inside, and outside at tables.
- In response to a question from Keim, Mr Campos stated it would not be a mobile operation on the premises.
- The hours of operation, continued Mr Campos, would be from 10:00 until whatever time at night the store would close.
- Rodriguez inquired if Mr Campos would be selling anything else other than ice cream, and Mr Campos replied he would be selling nick-nacks, soda, snacks, etc, but ice cream would be the focal point.
- Keim inquired if Mr Campos lived on the subject property and Mr Campos replied that he did.

Planning Director Holm:

- Holm advised the subject was zoned Commercial previously and then rezoned to IL a few months ago by the previous owner, and with that rezone, the ice-cream shop required conditional use permit approval.
- Holm advised that no comments or correspondence regarding the application had been received from surrounding property owners or residents.
- According to Holm, research had found that at one time the subject property had been the location of Herb's 24 Flavors Ice Cream Shop, and since that time there had been other retail uses on the subject property.
- Holm reviewed the memorandum from the Engineering Division with conditions of approval.
- The parking, continued Holm, would be reviewed at the time of Certificate of Compliance.
- Holm reviewed the Staff Report and recommended conditions of approval.
- Myers inquired if there was direct access on to 16th Ave S from the subject property. Holm stated there was no direct access on to 16th Ave S.
- Kropp questioned if the location at the intersection of 1st St S and 16th Ave S was a good location for the ice cream shop, considering the traffic pattern.
- Badger noted that was the existing traffic pattern and it had been that way for a number of years. Badger considered the proposed business was more of a pedestrian oriented business and noted the bicycle path running next to the subject property – currently under construction.

Vice Chairman Gunstream proceeded to public testimony.
No public comment forthcoming.

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

Keim motioned and Sellman seconded to approve the Conditional Use Permit for an Ice Cream Store in an IL zoning district at 1604 1st St S for Javier Barron Campos, subject to:

1. All City Code requirements of the Nampa Planning, Building, Engineering, and Fire Departments as well as applicable State or Federal agencies regarding use of the property for an Ice Cream Store shall be satisfied prior to occupancy.
2. If additional paved parking is required, the owner/applicant shall have prepared a grading and drainage plan in accordance with City Policy for the containment and retention of any storm water runoff.
3. The Conditional Use Permit shall be issued for an Ice Cream Store only.
4. The Conditional Use Permit is granted only to the property owner for the requested perpetuity of time, and shall not be transferable to any other operator or location.

Motion carried.

Conditional Use Permit for a Non-Commercial Kennel for 3 Dogs in an RD zoning district at 1115 S Elder Street. (A .42 acre portion of the NE ¼ Section 34 T3N R2W BM, Lots 10 and 11, Lot 9 less S 34.2 ft, S 15 ft of Lt 12, Bk 146 of Kurtz Addition), for Carolyn Greener (CUP 2138-16).

Vice Chairman Gunstream proceeded to public hearing.

Carolyn Greener of 1115 S Elder St, Nampa – the applicant:

- Ms Greener stated she and her husband previously lived on property that had been purchased by Mission Aviation and therefore had just recently moved into the Nampa City limits.
- According to Ms Greener, she has worked as a Veterinary Technician for Caldwell Veterinary Hospital for 17 years so was fully aware of the licensing requirements, and she then found out there was an Ordinance limiting the number of dogs inside the City limits.
- All of their dogs, added Ms Greener, were current on vaccinations, all spayed or neutered and they did not intend to get more dogs, or breed the dogs, or become a rescue organization.
- One of the dogs was 6 to 8 years old, was a third time loser, stated Ms Greener and finally found a home with herself and her husband.
- In response to a question from Myers, Ms Greener stated their property was almost ½ an acre and was completely fenced.

Planning Director Holm:

- Holm stated the applicant was requesting approval for three dogs and noted there was no intent to breed the dogs.
- Holm indicated the e-mail received from Elizabeth Grinstead owner of 1112 Fern St, stating as long as the 5 conditions in the Staff Report were enforced, those conditions would be adequate to protect the neighborhood.
- According to Holm, the .42 acre property was completely fenced.

Vice Chairman Gunstream proceeded to public testimony.
No public comment forthcoming.

- Sellman inquired the breeds of the three dogs.
- Ms Greener stated two of the dogs were Jack Russell crosses approximately 21 and 28 pounds, and one was possibly a wolfhound cross, about 70 or 80 pounds.

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

Kropp motioned and Kehoe seconded to approve the Conditional Use Permit for three (3) dogs at 1115 S Elder St for Carolyn Greener, subject to:

1. The applicant maintains the yard free from the accumulation of dog feces.
2. The applicant prevents the dogs from excessively barking so as to constitute a nuisance to the neighbors.
3. Three or more citations issued against the applicant by Animal Control officers be considered sufficient grounds to revoke the Conditional Use Permit and that such will be considered null and void upon receipt of the third citation.
4. The dogs be restricted so as to not run at large off the property. This shall include completion and maintenance of adequate fencing at a condition and height to keep the dogs from getting away when outside.

Motion carried.

A Conditional Use Permit for a Duplex in an RS-6 zoning district at 322 Smith Avenue. (A .46 acre portion of the NW ¼ of Section 21 T3N R2W BM – Westview Tax 1 Lot 23, less Tax 02746 less road), for David Kendall (CUP 2139-16)

Vice Chairman Gunstream proceeded to public hearing.

David Kendall of 4221 Montgomery Ln, Nampa – the applicant:

- Mr Kendall stated he had purchased a piece of property on the north side of Smith Ave, south of Davis Ave and would like to construct a duplex on the property.

Assistant Planning Director Hobbs:

- Hobbs indicated the history of the subject property, approved for a duplex in 2006 and an extension on that approval received in 2007. After that, continued Hobbs, a new Conditional Use Permit application was received and that was for two, two-unit townhouses, approved in 2008, and that approval had also expired.
- Hobbs noted the applicant's conceptual site plan and concept elevation for the duplex.
- The RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoning of the property required a Conditional Use Permit application for a duplex, reported Hobbs.
- Hobbs reviewed the Staff Report and recommended conditions of approval.
- Hobbs indicated the aerial view of the property, with the canal to the west, the multi-family housing to the immediate south and single family dwellings to the north.
- Kehoe noted the applicant would have to come back to the Commission to get approval for another duplex if the property were to be split.

Vice Chairman Gunstream proceeded to public testimony.

Rachid Boussata of 6271 E Lemhi Ct, Nampa:

- Mr Boussata stated he was not speaking in opposition to the requested approval for a duplex on the subject property.
- Mr Boussata stated he owned the property located two parcels to the west, closer to the canal.
- According to Mr Boussata, his only concern was the fact Smith Ave has not been improved in that area and it was his understanding it would be at least another 10 years before the road was on the list for improvement.
- Mr Boussata questioned if Smith Ave could be improved so the subject property and the two properties to the west could be developed.

Linda Nicholson of 401 Smith Ave – opposed:

- Ms Nicholson stated she, and many of the neighbors were concerned homeowners.
- Ms Nicholson stated she had 18 letters signed by residents of the area in opposition to the requested Conditional Use Permit for a duplex.
- The Conditional Use Permit approval for a duplex, continued Ms Nicholson, would set a precedent for the area and open the door for more and more duplexes.
- Ms Nicholson advised she lived across the canal from the multiple housing unit on the south side of Smith Ave and stated sometimes she had to go in her house to get away from the vile language coming from parents to their children.
- If the duplex were to be approved, continued Ms Nicholson, she would have to look at it every day, as well as the increased traffic and population density.

Linda Christensen – opposed but did not wish to speak.

Nelson Perry of 319 Davis Ave – opposed.

- Mr Perry stated his property touches the canal.
- According to Mr Perry he did not know the total impact on the neighborhood of what was being proposed.
- Mr Perry stated he would like to know more about what was planned for the subject property.

Michael Lovette of 300 Smith Ave, Nampa:

- Mr Lovette stated his property was right next door, to the east of the subject property.
- Mr Lovette reported the applicant had talked to him about eventually putting in two duplexes, which would mean four families.
- Mr Lovette stated he would like to see a privacy fence all the way down between his property and the applicant's property.

Troy Sickels of 272 Smith Ave, Nampa – opposed:

- Mr Sickels questioned if there would be sufficient turnaround room for an emergency vehicle/fire truck, if there were to be a fire on the property.

- Mr Sickels also questioned if there would be a privacy fence along the property line of the subject property in order to keep cats and rubbish out of his garden.
- Mr Sickels questioned if animals/dogs would be permitted on the subject property.
- Mr Sickels referred to the fact the applicant had indicated he intended to put another duplex on the property in the future.
- According to Mr Sickels, the traffic was very dangerous at the corner of Smith Ave and N Stanford St.
- Mr Sickels considered that Nampa was becoming a bedroom community for Boise which meant there was more crime involved.

Shauna Sickels of 272 Smith Ave, Nampa

- Ms Sickels noted there was no street to the left of N Stanford St and Smith Ave and no stop sign, which made for a dangerous intersection.
- The additional duplex or duplexes could make a serious safety issue with the increased traffic, added Ms Sickels.
- Ms Sickels reiterated previous statements regarding requiring a privacy fence for the subject property if the duplex were to be approved to stop any debris or construction rubbish being blown in to the 272 Smith Ave yard.

David Kendall:

- Mr Kendall advised he had planned on coming back in 4 to 5 years and applying for a permit to build a second duplex.
- **Vice Chairman Gunstream** inquired if the applicant could respond to the request for a privacy fence.
- **Mr Kendall** replied that he was not completely opposed to that request, however, the property length of 300 ft would make it a substantial expense to be added to the duplex.
- **Myers** inquired about the access to the property on Smith Ave.
- **Mr Kendall** stated it was his understanding he would have to pave Smith Ave to City standards up to his property line and then properties to the west would have to pave the road to their property line.
- Regarding fire/emergency vehicle access, stated **Mr Kendall**, he had attended the Conceptual Plan Review meeting and considered he would meet the Fire Department requirements.
- In response to a question from **Vice Chairman Gunstream**, **Mr Kendall** stated he was in agreement with no cats or dogs on the property.
- **Myers** inquired about the 40 ft “no build” area on the north side of the property.
- **Mr Kendall** stated it was his understanding it was for a possible future roadway extension.

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

Staff Engineer Badger:

- **Badger** considered it would be unlikely for Smith Ave to ever cross the canal to the west.
- The improvement of Smith Ave extending west towards the canal, continued **Badger**, would be the adjacent property owner’s and/or developer’s responsibility.
- According to **Badger**, discussions had taken place with **Mr Kendall** regarding the City entering into a curb/gutter/sidewalk deferral agreement for the full roadway improvements, and at the present time there was not a full right-of-way available to improve that entire area.
- The applicant, continued **Badger**, would be required to improve the asphalt in and to the west boundary of his property for his access.
- The Fire Department, added **Badger**, would review the subject property for access and whether a turnaround of some type could be accommodated.
- The right-of-way had previously been dedicated for the south half of Smith Ave, stated **Badger**, along with a Deferral Agreement.
- Discussion followed regarding possible placement of stop signs at the intersection.
- **Kehoe** inquired if there would be a limit on the number of dwelling units that could be constructed on the subject property.

- **Hobbs** replied the applicant would be limited by the RS-6 (Single Family Residential-6000 sq ft minimum lot size) zoning district, the Zoning Ordinance and the Subdivision Ordinance.
- **Rodriguez** noted the 18 petition letters from property owners in the neighborhood submitted by Ms Nicholson, in opposition to the duplex.
- **Kehoe** noted some of the petitioners lived on the other side of the canal and would not be effected traffic wise by the proposed duplex, and their property would be further than the 300 ft notification area.

**Rodriguez motioned to deny the request for the Conditional Use Permit application for a duplex at 322 Smith Ave, within an RS-6 zoning district, for David Kendall.
Motion died for lack of second.**

Kehoe motioned and Myers seconded to approve the Conditional Use Permit for a duplex in the RS-6 zoning district at 322 Smith Avenue for David Kendall, 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, 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.**

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

Meeting adjourned at 8:38 p.m.

Norman L Holm, Planning Director
:sm



**2016 – 2017
LIQUOR RENEWAL LIST**

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	
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 12 th Ave Rd #140	02/16/2016
Shari's	1807 Caldwell Blvd	03/07/2016
Shadow Hills LLC	112/114 13 th Ave South	03/07/2016
Friendly Fred's	507 16 th Ave No	03/07/2016
Brick 29 LLC	320 11 th Ave S	03/07/2016
Red Robin	222 Cassia Rd	03/07/2016
Starbuck's	1324 12 th Ave Rd	03/07/2016
Smoky Mountain Pizza&Pasta	2007 N Cassia	03/07/2016
Hong Kong Restaurant	117 12 th Ave So	03/07/2016
Texas Roadhouse	1830 Caldwell Blvd	03/07/2016
Cost Plus World Market	16412 N Market Blvd	03/21/2016
The Dutch Goose	1125 Caldwell Blvd	03/21/2016
Big Smoke #113	4211 Garrity Blvd	03/21/2016
Big Smoke#115	5687 Franklin Rd	03/21/2016
Big Smoke #109	2318 12 th Ave Rd	03/21/2016
Tobacco Connection#16	1107 12 th Ave S	03/21/2016
Tobacco Connection#23	16429 Midland Blvd	03/21/2016
Tobacco Connection#12	197 Caldwell Blvd	03/21/2016
Tobacco Connection#32	2918 Greenhurst	03/21/2016
Tobacco Connection#1	323 11 th Ave N	03/21/2016

CITY OF NAMPA
REGULAR COUNCIL
March 21, 2016

**STAFF REPORT BY PUBLIC WORKS DEPARTMENT
MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR**

Special City Council Meeting – Wastewater Program Phase II/III Decision Update

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. The City has been able to systematically evaluate a number of alternatives using the business case evaluation process, which considers risk and benefit costs as well as capital and operating costs. A preliminary business case evaluation was presented to City Council in February 2012. Since the completion of the original analysis, there have been updates to a number of the key inputs including:

- Completion of the Lower Boise River Total Phosphorus Total Maximum Daily Load
- Receiving a draft NPDES permit
- Selection and investigation of infiltration property

City Staff and the WPMT will present the updated analysis at a Special City Council meeting on Wednesday, March 30, from 3:00 p.m. to 5:00 p.m. in Council Chambers. The analysis will incorporate the changes resulting from the key inputs noted above, as well as other updated information. At this meeting Staff will be seeking direction as to the best next steps for the Program.

A number of supporting materials have been developed in support of this decision, many of which are available on the City's Wastewater Department website. Staff is available to discuss or provide more information if the Council would like additional information in advance of the March 30th meeting.

State of the Fleet – Citywide Fleet Report 2016

On the date of this report, the “State of the Fleet – Citywide Fleet Report 2016” PowerPoint presentation will be provided by Doug Adams, Fleet Services Division Superintendent.

National Public Works Week – May 15-21, 2016

National Public Works Week is celebrated the third week of May every year to call attention to the importance of public works projects, programs and services. This year's theme, “Public Works Always There” showcases how the community depends on public works and public works employees.

City Staff is coordinating Public Works Week activities with the Nampa School District (NSD). The morning of Wednesday, May 18, Iowa Elementary 4th grade students will tour the Wastewater Treatment Plant and engage in a variety of hands on activities and demonstrations at the Street and Fleet Services Division yard. A coloring contest will be held for all NSD 4th grade students and submissions will be displayed at Nampa City Hall. In the afternoon, plans are underway for Nampa High School students, who are interested, to attend an interactive public works career fair.

An appreciation picnic, for all hardworking Public Works Department employees, is scheduled for Thursday, May 19, from 11:30 a.m. to 1:30 p.m. at Lions Park.



1029 N. Rosario Street, Suite 100
Meridian, ID 83642
Phone: (208) 938-0980
Fax: (208) 938-0941
E-Mail: es-beckym@qwestoffice.net

March 16, 2016

City of Nampa
Attn: Mayor and Council Members
411 Third Street South
Nampa, Idaho 83651

Re: Silver Star Subdivision Annexation/Rezone and Preliminary Plat
Request for Reconsideration (ANN 2065-15 and SUB 660-15)

Dear Mayor and Council:

This is a formal request for reconsideration of the Council's decision to deny the request for annexation and zoning of 190.36 acres from Agricultural and R-1 to RS-7 by Star Development, Inc.

Justification for Reconsideration:

1. The applicant respectfully requests, prior to adoption of the Findings of Fact and Conclusions of Law, that the annexation/zoning request be remanded to the Nampa Planning & Zoning Commission for a new public hearing or that the public hearing be re-advertised for a new public hearing before the City Council. This action would allow the applicant to modify their zoning request and preliminary plat to a lower density zoning designation.
2. The Council's focus on the RS-7 zoning was not reflective of the development plan/preliminary plat that accompanied the annexation request. The preliminary plat had four lots below 8,000 square feet. The majority of the proposed 240 lots meets or exceeds 8,500 square feet, which complies with the dimensional standards for an RS-8.5 zoning designation.
3. The Council wanted transitional lot zoning from the existing Silver Spur development, yet provided no opportunity for the applicant to incorporate this in the development plan.
4. The existing transportation system has capacity to accommodate the proposed development. The traffic study submitted with the application demonstrated this fact.

Honorable Mayor and City Council

March 16, 2016

Page 2

5. A preliminary plat was approved by Canyon County for 184 residential lots in 2015. This approval is valid, and the project will proceed forward regardless of the denial to annex by the Nampa City Council.
6. The applicant and other developers financially participated in the construction of sewer facilities for the Birch/Purdam Service Area. The City of Nampa entered into a contract to provide service to this property and others within this service area. The City collected \$2.8 million to provide for service in this area. This agreement states, in part:

“...the City consents to the annexation of the Developers Parcels into the City provided any such parcel is contiguous to land that, at the time of the annexation request, is within the City limits, and further consents to the Developers Parcels connecting to the Birch main either permanently or temporarily, regardless whether such Developer Parcel is within City limits, when sewer mains have been extended to the particular Developer Parcel.”

Given these clarifications and prior agreements already in place, we respectfully request that the Nampa City Council reconsider its decision to deny the annexation and remand the applications back to the Planning & Zoning Commission, allowing the applicant and his planner to present a plat with transitional zoning densities and lot sizes. The applicant understands that renotyping and additional costs for the application will be the responsibility of the applicant.

We appreciate your consideration in this matter.

Sincerely,

ENGINEERING SOLUTIONS, LLP



Becky McKay
Partner

BM:ss

**WORST, FITZGERALD &
STOVER, P.L.L.C.**

**Richard J. "Tug" Worst
John O. Fitzgerald, II
Timothy J. Stover
David W. Gadd
Kara M. Glecker
Louis V. Spiker
Kirk A. Melton**

Attorneys At Law

**WILSON & McCOLL
Jeffrey M. Wilson
Brian F. McColl**

Of Counsel

March 16, 2016

Via Email: fussm@cityofnampa.us

Michael Fuss, P.E. MBA
Nampa City Public Works Department

Via Email: mayor@cityofnampa.us

Mayor Bob Henry
Nampa City Council

Re: Silver Star Subdivision

Dear Michael Fuss:

You may recall that back in 2006 I, on behalf of a group of developers, worked with the City to raise sufficient funds from the developer group to pay for the construction of certain sewer and water improvements/upgrades to the City's sewer facilities. These improvements included construction of dual force mains: one for the Birch and one for the Purdham in Northside Blvd; replacement of Lift Station 13 and 1,500 feet of a water main (the "Improvements"). The developers contributed approximately 3.1mm and the City contributed approximately 1.2mm for the portion of the Improvements allocated to increasing the capacity for the Birch service area. This project resulted in an improvement reimbursement agreement (the "Agreement") between the City and developer group.

One of the developers, Lee Centers (now Star Development, Inc.) asked me to review the Agreement and by way of this letter comment on the Agreement's principle terms. The Agreement resulted in Sommer Construction installing the Improvements on behalf of the City utilizing the joint funds contributed. The developer group collectively owned or represented 894 acres. In return for the developers' contribution they were entitled to a portion of latecomer fees to be collected as the participating developers' properties developed out. The latecomer fees were allocated between the City and the developer group based on their pro rata contribution. The formula for computing the latecomers fee was based on a full development of the 894 acres at a projected 8,400 residential units. The future residential parcels were not yet annexed or zoned, but it is my recollection that the 8,400 units were based on either residential medium density or residential high density as represented by the City's future land use map at the time. In addition to eventually receiving a pay back of the developers' investment, the Agreement included the City's consent to each parcel sewerage into the Birch service area (some parcels, including Mr. Centers' parcel, were otherwise in the Purdham service area) and the City would provide services to all of these parcels regardless of whether or not the particular parcel could be annexed at the time of its development.

Twin Falls Office:

905 Shoshone Street North, Twin Falls, ID 83301
P.O. Box 1428, Twin Falls, ID 83303-1428
Phone: (208) 736-9900 / Facsimile: (208) 736-9926
www.magicvalleylaw.com

Boise Office:

3858 North Garden Center Way, Suite 200, Boise, ID 83703
P.O. Box 1544, Boise, ID 83701
Phone: (208) 345-9100 / Facsimile: (208) 384-0442

Nampa City Public Works Department
Nampa City Mayor
Nampa City Council
March 16, 2016
Page - 2

This letter is based primarily upon my recollections and a review of the June 23, 2006 Sewer Reimbursement Agreement. If you have any further questions, I would be more than happy to discuss them with you.

Yours sincerely,



BRIAN F. McCOLL

BFM/rc

cc. Star Development, Inc. (Lee Centers)
Engineering Solutions

AGENDA SUBJECT: New Business # 1

ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2016 APPLICATIONS & GUIDELINES.

Staff Contact: Jennifer Yost, Community Development Program Manager

Motion: To adopt the City of Nampa's Community Development Block Grant Program Year 2016 Application Guidelines.

BACKGROUND INFORMATION:

1.) Program Year 2016 CDBG Application Guidelines

Staff Report: Staff is requesting City Council to adopt the application guidelines for CDBG Program Year 2016. These guidelines address the CDBG programmatic requirements. The application guidance provides information about expectations for the program to potential applicants. The guidance helps the City ensure that funds are spent in a timely manner and in compliance with HUD requirements.

In Program Year 2014, we made a significant change in the application procedures by moving to an on-line application program. While many of the questions remained the same as in previous years, the method of applying for the funds and the reviewing process was different. This new process allowed for an automatic review of completeness to ensure applicants submitted all necessary forms and answered all pertinent questions. This process saved many hours of staff and volunteer application reviewers. We are continuing with this on-line application program again this year.

There were only minor changes to the guidelines this year from last year's application guidelines with minor clarification:

- Spelling out the limitation on the acquisition of property with or without CDBG funding once an application is submitted.
- Clarification of some expenses that are considered match.
- Spelling out the allowance for additional information to be considered if specifically requested by staff.
- Spelling out the allowance for specific exemptions to timeline requirements on a case by case basis.
- Update of references to Federal requirements within the Code of Federal Regulations; as it applies to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Staff Recommendation: Approve applications guidelines as presented.

330 W. Sherman Avenue
Nampa, ID 83686

March 4, 2016

Robert Henry, Mayor
City of Nampa
411 3rd Street South
Nampa, ID 83651

Dear Mayor Henry:

Thank you for the opportunity to apply for a seat on the city golf commission. As an avid golfer and life-long Nampa resident, I hope for the chance to serve our community through this committee.

I am part of the family who owned the Lloyd Lumber Company, and as such have deep roots in the Nampa community. Currently I am the Budget and Purchasing Supervisor for Nampa School District; it's a bit of a different role than I have occupied previously, but I have certainly enjoyed it.

I have been a season pass holder in the city for a number of years now, first holding privileges at Ridgecrest and later at both city courses when the upgraded city golf pass was introduced. My season passes have been invaluable—many people whom I call friends now were met by simply spending spare time at the courses and playing with new people. By that same opportunity I've been able to get to know a number of people who work at those courses, particularly the golf shop staff.

I have been a member of the Ridgecrest Men's Association for a number of years, participating in spring and fall leagues as well as a number of tournaments each year. Really, I'm a golf junkie and just lucky enough to have quality local venues where I can spend spare time.

I also have experience organizing golf events, serving on the Canyon County Vandal Scholarship Fund Board of Directors and playing an integral role in the planning and execution of the group's annual fundraising golf tournament. During my tenure as President of that group (and de facto tournament chair), we were able to increase the annual net profit of that event to over \$12,000 from \$5000 during a three-year span. This is the sort of experience that I hope the committee that I hope the committee would find useful.

I believe we have a truly valuable asset in our city courses. I know they have played an important role in my own life, providing me many hours of enjoyment and tremendous friendships that I doubt I would have cultivated otherwise. The opportunity to give back through this service seems appropriate, given that I have gained so much.

I am available for further conversations at your convenience. I may be contacted by phone at 208-573-2240 or email at scottjacobsen@gmail.com. I look forward to speaking with you soon.

Respectfully,

Scott Jacobsen

February 19, 2016

City of Nampa
411 3rd St S.
Nampa, ID 83651

RE: Open Seat on Golf Commission

Mr. Mayor:

I'd appreciate your consideration for one of the open seats on the Golf Commission. My attached resume is quite detailed with respect to my professional and educational qualifications. Let me also give you some personal information.

I'm a lifelong Idaho resident, born and raised in Coeur d'Alene. I've been a golfer since I was in my early teens. I was a member of the North Idaho College golf team in the early 70's, but honesty compels me to admit that I wasn't very good, and only played in one match. Since college I've not played as much golf as I would have liked due to family and career, but I've always loved the game. I've been a Nampa resident since 1991, and play most of my golf at Centennial, with a few rounds a year at Ridgecrest. I have three grandsons that I'm getting interested in the game, and have an interest in trying to ensure that they have local opportunities to play golf as they get older.

I retired from the State Controller's Office in 2013 after 30 years of state service with two state agencies. I'm in my 16th year of teaching at Boise State as an adjunct instructor in the Masters of Public Administration Program, teaching graduate classes in Public Budgeting, State & Local Government and Information Technology and Public Policy.

I believe my long service with the State of Idaho, service on a number of state boards and committees, as well as 16 years of teaching in public administration give me solid qualifications for serving on the Golf Commission. I'll much appreciate your consideration. Thank you.

Steve Wilson
2920 Myrtlewood Way
Nampa, ID 83686
208-631-8741
skllwilson@msn.com
stephenwilson@boisestate.edu

Task Order to Facilitate Connection Fee and Reimbursement Policy Development

- At Nampa City Council on January 7, 2016, Staff presented proposed hookup fees as part of the 2016 Domestic and Irrigation Water Cost of Service and Rate Study
- Concern was expressed by legal counsel for the Nampa building community and Snake River Valley Building Contractors Association (SRVBCA) regarding the hookup fees relative to a recent Supreme Court Case with the City of Hayden, Idaho
- Council directed Staff to meet with the SRVBCA to discuss hookup fees, and proposed latecomer policy, and report back on March 7
- Just prior to March 7, the District Court further ruled on the City of Hayden. The ruling created additional discussion and concerns for next best steps
- Given the need for clarification and lack of agreement between Staff and SRBCA, Mayor Henry created a committee composed of builders, developers, citizens, City Council representation and City staff to attempt to negotiate a solution to hookup fees and reimbursement agreements
- Working from the recent success of the Engineering Policy and Standards Manual, J-U-B Engineers, Inc., was asked to assist in meeting facilitation and policy writing
- City consultant FCS Group was also asked to provide rate and financial technical assistance to the committee process
- City Staff and J-U-B have agreed upon scope of work and fee (see Exhibit A) to provide support services in the amount of \$35,855.00 T&M NTE
- Funding is proposed from the water and irrigation fund as an extension of the previous 2016 Domestic and Irrigation Water Cost of Service and Rate Study

REQUEST: Authorize Mayor and Public Works Director to sign Task Order with J-U-B Engineers, Inc., in the amount of \$35,855.00 T&M NTE, to facilitate Connection Fee and Reimbursement Policy Development.



Task Order No. 01816028
\$35,855.00 T&M NTE
03.21.16

Exhibit A

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Scope of Professional Services
Nampa Connection Fee and Reimbursement Policy Update
JUB Project No. 10-16-040

SECTION 1 - PROJECT UNDERSTANDING

The City of Nampa is seeking consulting services to facilitate the process and assist with updating the current late comer / reimbursement and connection fee policies. The goal of this process is to educate and gain input from builders, developers, citizens, and elected officials to develop an equitable and defensible fee structure that addresses on and off-site oversizing and over-depth costs, as well as standard water, sewer, and irrigation connection fees.

An Advisory Committee, appointed by the Mayor and City Council, will be established to include representation from a variety of individuals:

- 2 Developers
- 2 Builders
- City Staff
- City Council member

Technical and staff support includes but is not limited to:

- City Staff – city council coordination, policy input
- City Attorney – legal aspects
- Lisa Bachman, AICP, J-U-B Engineers, land development/policy planner – advisory committee coordinator, primary meeting facilitator
- Elizabeth Spaulding, The Langdon Group (TLG), co-facilitator (two meetings), public and development community outreach, public input meetings
- Bryant Kuechle, TLG, public involvement support/QC
- Ryan Soukup, TLG, meeting coordination, public input meetings
- Brad Watson, J-U-B Engineers, municipal engineer, policy development
- John Ghilarducci, FCS Group - fee calculation / formula development (consultant)

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

- 1) Provide on-going review of J-U-B's work and timely considerations of policy issues within a time frame acceptable to the City and J-U-B, if applicable.

- 2) City to confirm and provide the list of the committee members and assist J-U-B with the necessary scheduling, notifications and correspondence of meeting participants.
- 3) City will provide all legal reviews of proposed policies and methodologies associated with them.
- 4) City will provide enabling ordinance and/or resolution for implementation of policy developed herein.
- 5) City will provide documentation and supporting calculations of current or proposed sewer, water and irrigation system development fees (SDC's, aka connection, assessment, or hook-up fees).
- 6) City to provide a meeting room.
- 7) City will assist J-U-B with the interpretation and resolution of the issues brought forth by the committee and others.
- 8) City to provide all mailings if necessary.
- 9) City staff to be the liaison with City staff and council.
- 10) The Advisory Committee will consist of 12 members representing City Council, developers, and builders.
- 11) City staff to identify additional meeting attendees.
- 12) Advisory Committee meetings will be limited to 1.5-2 hours long.
- 13) City staff to provide GIS maps: water, sewer, irrigation, zoning, future land use maps
- 14) City staff to provide development community contact list
- 15) This scope of work does not include costs for additional/supportive technical expertise by other firms or sub consultants (i.e. attorneys, FCS Group, etc.). Any technical expertise beyond what is outlined in this scope of work will need to be conducted through a separate contract between the City and that consultant, or will require an Additional Services contract.

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

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

Task 1 - Project Management and Administration

1. **Progress Meeting/Staff Coordination:** Attend progress meeting/conference call with the City periodically throughout the project to discuss project status, provide budget status summaries, present deliverables, and receive direction from the City, as needed. It is assumed that one (1) meeting (in person or via phone) in between committee meetings will be required.
2. **Project Administration and Tracking.** Monitor project progress, action items, task deadlines, items needed from City; provide documentation and updates to the City Public Works Staff as needed.

Task 2 - Advisory Committee Meetings and Facilitation

J-U-B will conduct and facilitate advisory committee meetings which are anticipated to include the following tasks:

- 1. Meeting Preparation**
 - a. Prepare agenda
 - b. Send meeting invites and reminders:
 - Initial Outlook meeting invite via email
 - Reminder email
 - Reminder phone call
- 2. Advisory Committee Meeting Planning, Tracking, Documenting**
 - a. Advisory Committee Meeting Planning
 - b. Issues/discussion items tracking
 - c. Prepare reference materials
 - d. Prepare Advisory Committee meeting summaries
- 3. Facilitate Advisory Committee Meetings**
 - a. Prepare for, meet and facilitate up to eight (8) Advisory Committee meetings

Task 2 Deliverables – for each meeting:

- a. Agenda
- b. Meeting invites and reminders
- c. Reference material/packet items
- d. Committee meeting summaries

Task 3 - Development Community Outreach

The larger development community includes builders and developers, as well as the construction community. Outreach efforts would include three notifications:

- Review 75% policy after City Council meeting
- Notification of Public Hearing
- Notification after the Public Hearing (close the loop)

TLG will assist the City in these outreach efforts. It is anticipated that city staff will forward notifications through the Snake River Valley Building Contractors Association.

Task 3 Deliverables:

- a. Email notifications (initial contact and reminder of each notification)
- b. Summary of issues and concerns/input received
- c. Documentation of action(s) taken

Task 4 - Nampa Engineering Policy Manual Group Outreach

The Nampa Engineering Policy Manual Group is an established Advisory Group that meets quarterly to discuss engineering policies and construction standards. J-U-B is currently under contract to facilitate these Policy Manual Advisory Group meetings. Outreach efforts/input will be sought at up to two (2) of these quarterly meetings, with one email notification after the public hearing is complete and a decision has been rendered by the City Council:

- Review 75% policy before City Council meeting
- Notification of Public Hearing
- Notification (via email) after the Public Hearing (close the loop)

J-U-B will complete this work under the separate current contract.

Task 4 Deliverables:

- a. Summary of issues and concerns/input received
- b. Documentation of action(s) taken

Task 5 - Public Outreach

TLG will lead the logistics, planning, preparation and facilitation of two (2) public open house style meetings:

- Organize and coordinate locations for two public meetings
- Draft news releases for distribution by City staff
- Create content for email distributions, social media postings and website
- Coordinate, design and produce public meeting materials including but not limited to display boards, handouts, sign-in sheets and comment forms
- Set-up, tear-down and staff public meetings
- Collect public comments and draft responses
- Create public outreach summary report

Task 5 Deliverables:

- a. Two (2) news releases
- b. Email content for meeting notifications
- c. Up to 12 displays – six (6) per public meeting
- d. Sign-in sheets
- e. Comment forms
- f. Public outreach summary report
- g. Draft responses to questions/issues (coordinated effort with city staff)
- h. Set-up, tear-down and staff public meetings

Task 6 - Policy Development

This task includes assistance from an engineer to develop a draft, final draft and final policy. This task includes:

- Assist with developing reimbursement policy options within the framework established by the Advisory Committee
- Research questions, issues and scenarios presented by the Advisory Committee
- Develop exhibits and figures to demonstrate scenarios

Task 6 Deliverables:

- a. Draft, final draft and final policy - water, sewer and irrigation reimbursement policy (in coordination with FCS group, project team, stakeholders, etc.)
- b. Findings from research
- c. Exhibits and figures to demonstrate scenarios to the public and Advisory Committee

Task 7 – Reimbursables

This task includes costs of meeting materials such as printing, displays, supplies, etc.

Task 8 - Additional Services / Management Reserve Account

There may be an occasion where additional J-U-B support staff is required at the advisory committee meetings to discuss and evaluate technical issues. Arrangements for such staff will be approved by the City's Project Manager in advance and budget released by the management reserve account under Task 8. The following services are to be specifically authorized by the City.

- 1. Potential Additional Services Needed:**
 - a. Technical Issue Research – Engineering support
- 2. Management Reserve Account:** The City recognizes that level of effort will vary depending on many factors that are not identified at this time, including the level of advisory committee involvement and needs, complexities of issues and effort needed to review and resolve. In addition, there may be additional services that are desired during the project or needed to clearly facilitate the issues, such as additional meeting materials, research and analysis on proposed connection fees and reimbursement policy.

SECTION 4 – Cost of Services

See Attachment A – Work Hour Estimate, dated March 16, 2016.



ATTACHMENT A
Nampa Connection Fee and Reimbursement Policy Update
 City of Nampa, Idaho

WORK-HOUR ESTIMATE

JUB Project #: 10-16-040

March 16, 2016

TASK NO.	Billable Hourly Rate	Brad Watson, PE	Lisa Bachman, AICP	Bryant Kuechle, TLG	Elizabeth Spaulding, TLG	Ryan Soukup, TLG	Travis Jeffers, Planner	Oksana Yaroshchuk, Admin	Task Total
Task 1 - Project Management, Administration, Progress Meetings									
1		6	12						\$7,584
2		4	4						\$1,215
Task 1 Total:		10	16	0	0	0	0	0	\$3,799
Task 2 - Advisory Committee Meetings and Facilitation (up to 8 meetings)									
1			16			16			\$3,138
2		8	24				4		\$4,756
3		12	24						\$5,169
Task 2 Total:		20	64	0	0	16	4	0	\$13,063
Task 3 - Development Community Outreach Deliverables									
a	Email notifications (initial contact and reminder of each notification)				2	6			\$605
b	Summary of issues and concerns/input received				2	6			\$605
c	Documentation of action(s) taken		2						\$443
Task 3 Total:		0	2	0	6	12	0	0	\$1,653
Task 4 - Nampa Engineering Policy Manual Group Outreach (N/A - costs covered under different contract)									
									\$0
									\$0
Task 4 Total:		0	0	0	0	0	0	0	\$0
Task 5 - Public Outreach Deliverables									
a	Two (2) news releases			2	2	2			\$611
b	Email content for meeting notifications				2	2			\$328
c	Up to 12 displays (6 for each meeting)		2			4	4		\$827
d	Sign-in sheets (1 for each meeting)					1			\$69
e	Comment forms					1			\$69
f	Public outreach summary report		2	2	2	4			\$1,004
g	Draft responses to questions/issues (coordinated with city staff)	2	2						\$608
h	Set-up, tear down and staff public meetings	6	6		8	10			\$3,274
Task 5 Total:		8	12	4	14	24	4	0	\$6,790
Task 6 - Policy Development									
a	Draft, final draft and final policy	36	4						\$6,880
b	Research and findings from research	8	2						\$1,670
c	Exhibits and figures	2	2				8		\$1,200
Task 6 Total:		46	8	0	0	0	8	0	\$9,750
Task 7 - Reimbursables									
1	Meeting Materials, Display Boards								\$800
Task 7 Total:		0	0	0	0	0	0	0	\$800
Task 8 - Additional Services / Management Reserve Account									
Amount to be determined if additional services are needed									
Task 8 Total:		0	0	0	0	0	0	0	\$0
TOTALS		84	102	4	20	52	16	0	\$35,855

Updated DRAFT - Nampa Reimbursement and Connection Fee Meeting and Outreach Schedule

Task	Topics	Guests / Topic	March		April		May		June		July		August		September		October	
			Late	Early	Late	Early	Late	Early	Late	Early	Late	Early	Late	Early	Late	Early	Late	Early
Advisory Committee No. 1	Educate, legal, background, brainstorm	City Attorney, LB, BW, JG																
Advisory Committee No. 2	Brainstorm, alternatives, develop basic parameters																	
Advisory Committee No. 3	Develop draft parameters, gain consensus	LB, BW, JG																
Advisory Committee No. 4	50%/75% draft policy discussion																	
Legal Review	Legal Review - City Attorney + other as identified by the City of Nampa	LB, BW, JG, City Attorney, other legal representatives																
Advisory Committee No. 5	75% policy review																	
Engineering Policy Manual Group Meeting	Present 75% policy to established Engineering Policy Manual Group (before initial city council meeting)	City, LB																
City Council Meeting	Present 75% policy, obtain input																	
Builder/Developer Community Outreach	Seek Comments (after City Council meeting)	City																
Public Meeting No. 1	Seek Comments (after City Council meeting)	TLG																
Advisory Committee No. 6	Discuss council & builder/developer input, refine policy	TLG																
Advisory Committee No. 7	Review 90% policy, formulate 100% policy	LB, BW, JG																
Public Notice	Publish public hearing notice																	
Engineering Policy Manual Group Meeting	Present updated policy to established Engineering Policy Manual Group	City																
Notify Builder/Developer Community		City, LB																
Public Meeting No. 2	Seek Comments (before City Council public hearing)	TLG																
Public Hearing No. 1	City Council Public Hearing	TLG																
Public Hearing No. 2 (if necessary)	City Council Public Hearing (if necessary)	City																
New Policy Becomes Effective	Final outcome	City																
Engineering Policy Manual Group Meeting	Notify of final outcome	City																
Notify Builder/Developer Community	Notify of final outcome	City, LB																

Meetings could possibly be grouped into one longer meeting
 This work is already covered under another contract (quarterly meeting)
 Builder/Developer Community Outreach
 Public Meeting (open house style)
 City staff Department Review/Input
 Lisa Bachman, Facilitator/Planner
 Brad Watson, Municipal Engineer/Policy Development
 The Langdon Group, Facilitation, Outreach, Committee Coordination
 John Ghilardi, FCS Group

LB
 BW
 TLG
 JG

**RESCISSION OF OPTION TO PURCHASE
RIGHT OF WAY AGREEMENT**

This Rescission of Option to Purchase Right Of Way Agreement (“Rescission”) is entered into this _____ day of March, 2016, by and between Nampa Medical Properties, LLP, an Idaho limited liability partnership, referred to herein as “Grantor”, and the City of Nampa, Idaho, an Idaho municipal corporation, referred to herein as “City.”

RECITALS

A. On or about September 3, 2009, Grantor and City entered into that certain Option to Purchase Right Of Way Agreement, a copy of which is attached hereto as **Exhibit A** and incorporated here by this reference (“2009 Option”).

B. Pursuant to the 2009 Option, City acquired in fee from Grantor that certain right of way described in **Exhibit B** and that certain permanent easement described in **Exhibit C**. Exhibits B and C are attached hereto and incorporated here by this reference.

C. Pursuant to the 2009 Option, City paid consideration to Grantor in the amount of five thousand dollars (\$5000).

D. A deed dedicating the right of way described in Exhibit B was accepted by City and recorded in the office of the County Recorder for Canyon County, Idaho as Instrument No. 2010054641 on or about November 23, 2010.

E. An express easement covering the property described in Exhibit C was accepted by City and recorded in the office of the County Recorder for Canyon County, Idaho as Instrument No. 2010054642 on or about November 23, 2010.

F. The real property transactions set forth in the 2009 Option were intended by the parties to facilitate City’s construction of a round-about road project at the intersection of Lake Lowell Ave. and S. Midland Blvd. in Nampa, Canyon County, Idaho. However, the round-about has not been constructed and its construction is not now planned for any time in the foreseeable future.

G. The parties now desire to rescind and terminate the 2009 Option and restore each other to their status prior to the execution and performance of the 2009 Option.

AGREEMENTS

In consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RESCISSION:** The 2009 Option, as well as the dedication of right of way and grant of easement executed pursuant thereto, shall be and are hereby terminated and rescinded as of March ____, 2016.

2. **VACATION OF RIGHT OF WAY AND EASEMENT; ORDINANCE:** City shall immediately initiate and pursue to completion a vacation of the right of way and easement received by City in connection with the 2009 Option. The vacation ordinance shall provide that title to the right of way shall vest in Grantor and all rights under the easement are extinguished.

3. **REFUND OF PURCHASE MONEY:** Grantor shall refund the \$5000 paid by City to Grantor in connection with the 2009 Option within five (5) business days of the recording of the vacation ordinance described in Section 2, above.

4. **MUTUAL RELEASE:** Except for the obligations set forth in this Rescission, the parties hereby release each other from any and all obligations or liabilities of any kind or nature arising from or in connection to the 2009 Option.

5. **EXECUTION OF DOCUMENTS:** Each party shall execute and deliver to the other any instruments necessary to carry into full effect the provisions of this Rescission.

6. **ATTORNEY FEES:** In the event that any suit or action is necessary to enforce any of the terms of this Rescission, the prevailing party shall be entitled to recover a reasonable attorney's fee.

7. **PRIOR AGREEMENTS:** This Rescission supersedes all prior agreements between the parties hereto, whether in writing or otherwise, relating to the subject property, and any such prior agreement shall have no force or effect upon and after the date of execution of this Rescission.

8. **SEVERABILITY:** In the case that any one or more of the provisions contained in this Rescission, 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.

9. **BINDING EFFECT:** This Rescission shall inure to and shall bind the respective heirs, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this Rescission first above written.

“City”: CITY OF NAMPA, an Idaho municipal corporation

By: _____
Robert L. Henry, Mayor

Date: _____

Attest:

Deborah Bishop, City Clerk

“Grantor”: Nampa Medical Properties, LLP, an Idaho limited liability partnership

By: _____

Its: _____

Date: _____

Exhibits:

- Exhibit A: 2009 Option
- Exhibit B: Legal description of right of way
- Exhibit C: Legal description of easement

EXHIBIT A

OPTION TO PURCHASE RIGHT OF WAY AGREEMENT

Project No.: 01-807034

Parcel: Nampa Medical Properties, LLP

Project Name: Lake Lowell Ave. & Midland Blvd.
Roundabout

County of: Canyon

THIS AGREEMENT made this 3RD day of SEPTEMBER, 2009, between City of Nampa, by and through its City Council, by its Mayor or the authorized representative, herein called "City," and NAMPA MEDICAL PROPERTIES, LLP, an Idaho limited partnership, herein called "Grantor". THE PARTIES hereto agree as follows:

1. City shall pay Grantor and the Lienholder(s), if any, such sums of monies and subject to the contingencies as are set out below. Grantor agrees to pay all taxes and assessments due and owing, including those for the year 2009; and Grantor shall execute and deliver to City notarized instruments of conveyance corresponding to the interest being acquired and /or donated, at the time the City makes the payment.
2. This contract shall not be binding unless and until executed by the City of Nampa, Public Works Director.
3. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of the right-of-way, together with permanent easement and shall relieve the City of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
4. Grantor represents that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownership's at least insofar as they observed or have been informed. In the alternative, if the Grantor has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
5. Right-of-Way and Permanent Easement:
 - A. City agrees to offer to pay Grantor for the combined 32,390 square feet of Right-of-way (22401 Sq. Ft.) and permanent easement (9989 Sq. Ft.)...
\$155, 505.00
 - B. Grantor, having been fully informed its right to receive compensation, hereby agrees to donate the necessary additional right-of-way and permanent easement, for benefits to be derived by the project in exchange of all construction costs, amounting to \$ 138,000.00 (as itemized on Exhibit "C" attached), of the multi lane roundabout that adjoins its property full length of the project along both Lake Lowell Ave. and Midland Blvd. City assumes all construction costs of the multi lane roundabout abutting Grantors remaining property as depicted on the proposed project plans identified as Exhibit "A1 thru A14". Grantor allows the City to deduct from Item 5. A. above -
-(\$ 138,000.00)
 - C. At the request of the Grantor the City will provide utility (Sewer, Water and Pressurized Irrigation) stubs to the back of the permanent easement at the following locations: Water Main- an 8 inch pipeline with fire hydrant, gate valves and 8 inch by 6 inch tee on the Left (Northerly) side of Lake Lowell Ave. opposite approximate Survey Station 42+ 80 Lake Lowell Ave.

Sewer Line – an 8 inch line with clean out to a point 75 feet Left (Northerly) side of Lake Lowell Ave opposite approximate Survey Station 42+08 Lake Lowell Ave.

Pressurized Irrigation- pressurized irrigation service to Grantors remaining property at points outside of the permanent easement the first on the Right (Easterly) side of Midland Blvd. opposite approximate Survey Station 24+10 of Midland Blvd. and the second on the Left (Northerly) side of Lake Lowell Ave. opposite approximate Survey Station 42+75 of Lake Lowell Ave.

Grantor agrees to allow the City to deduct from Item 5. A. above.....

-(\$ 12,505.00)

TOTAL NET CASH SETTLEMENT.....\$ 5,000.00

6. DRIVEWAYS

The City, or its contractor, will construct a 40 foot commercial (curb return) type driveway at Survey Station 25+32.87 Right (Easterly) of Midland Blvd. and Construct a 40 foot commercial (curb return) type driveway at Survey Station 43+30.05 Left (Northerly) of Lake Lowell Ave. The extent of the driveways towards to Grantors remaining property will be sufficient to accommodate the ADA pedestrian approaches.

7. POSSESSION

Legal and Physical Possession- Grantor agrees to give the City legal and physical possession of the property herein being acquired and/or donated by the City on October 1, 2009, or upon Grantors receipt of a fully executed copy of this agreement and payment.

8. FENCING AND GATES

City, or its contractor, agrees to install a 4 foot smooth wire mesh fence with steel posts on the back side of the permanent easement line, from the intersect of the permanent easement along Lake Lowell Ave. and the existing North-South property fence line on the East side of Grantors property, to intersect of the permanent easement and the intersection with the fence line that borders and is on the South side the green belt pathway along the Northerly edge of Grantors property.

City, or its contractor, also agrees to install two (12') twelve foot metal tubular gates centered on the driveways as specified in Item 6 above.

9. GRAVITY IRRIGATION

City, or its contractor, agrees to modify existing irrigation pipe and irrigation facilities to the outside the permanent easement boundary and construct an open small ditch from Grantors Easterly property fence line, thence following along the permanent easement line to the intersect with Grantors Northerly property fence line. Also the City, or its contractor, will provide a connection of said open ditch to the run off water pipe that lies beneath the existing green belt pathway.

10. REMOVE OF TREE

City, or its contractor, will remove a large tree situated within the permanent easement boundary opposite approximate Lake Lowell Ave. Survey Station 43+18 (Left).

EXHIBIT B

PARAGON
Consulting, Inc.
FREIBURGER-BARTON-KAES

Nampa Medical Properties, LLC
Parcel No. 16270516A0

City of Nampa, Idaho

ROADWAY RIGHT-OF-WAY DESCRIPTION
Nampa Medical Properties, LLC
Parcel No. 16270516A0
(Lake Lowell Avenue & Midland Boulevard)



JUNE 29, 2009

A parcel of land for right-of-way located in the Southwest Quarter of the Southwest Quarter of Section 28, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho. Said right-of-way being described as follows:

Commencing at the southwest corner of Section 28, Township 3 North, Range 2 West, Boise Meridian, said point being the TRUE POINT OF BEGINNING:

Thence North 00°55'10" East a distance of 627.76 feet along the west line of said Section 28;
Thence leaving said west line South 79°00'20" East a distance of 31.52 feet;
Thence South 00°55'10" West a distance of 32.25 feet to a point of non-tangent curvature;
Thence 474.15 feet along a curve to the left, said curve having a radius of 1,969.00 feet, a central angle of 13°47'51", a chord of 473.01 feet and a chord bearing of South 06°00'03" East, to a point of compound curvature;
Thence 2.51 feet along a curve to the left, said curve having a radius of 319.00 feet, a central angle of 00°27'03", a chord of 2.51 feet and a chord bearing of South 13°07'30" East, to a point of non-tangency;
Thence South 57°08'55" East a distance of 8.00 feet;
Thence South 15°07'19" East a distance of 7.84 feet;
Thence South 26°54'18" West a distance of 8.00 feet to a point of non-tangent curvature;
Thence 32.73 feet along a curve to the left, said curve having a radius of 319.00 feet, a central angle of 05°52'45", a chord of 32.72 feet and a chord bearing of South 19°49'59" East, to a point of compound curvature;
Thence 58.84 feet along a curve to the left, said curve having a radius of 64.50 feet, a central angle of 52°16'03", a chord of 56.82 feet and a chord bearing of South 48°54'23" East, to a point of non-tangency;
Thence North 56°15'47" East a distance of 7.47 feet;
Thence South 83°32'35" East a distance of 7.66 feet;
Thence South 43°20'57" East a distance of 7.47 feet to a point of non-tangent curvature;
Thence 13.12 feet along a curve to the left, said curve having a radius of 64.50 feet, a central angle of 11°39'11", a chord of 13.10 feet and a chord bearing of North 82°07'39" East, to a point of reverse curvature;
Thence 76.93 feet along a curve to the right, said curve having a radius of 256.00 feet, a central angle of 17°13'01", a chord of 76.64 feet and a chord bearing of North 84°54'34" East, to a point of tangency;
Thence South 86°28'55" East a distance of 118.31 feet;
Thence South 05°16'45" East a distance of 33.07 feet;
Thence North 89°20'40" West a distance of 378.97 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 1.075 acres (46,826 sf) of which 0.561 acres (24,425 sf) is existing prescriptive right-of-way.
Parcel remainder contains 3.81 acres.

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11. RECORDATION OF DOCUMENTS

City will have both the Dedication Deed and Permanent Easement documents recorded at the time when payment is made to the Grantor. A copy of the documents will be sent to the Grantor upon completion of recording. This should enable the County to adjust the size of the ownership at the Assessor office, for taxation purposes.

12. SETBACKS

It is understood by both parties the any future setback definitions and setback calculations, will be determined from the right-of-way line established by this agreement and described in the Dedication Deed. The easement area conveyed to the City will not be utilized in and setback definition or setback calculation. As stated in the easement document, the easement shall be effective, so long as any future development of Grantors remaining property does not interfere with the subjacent support of the Roundabout roadway or sidewalk.

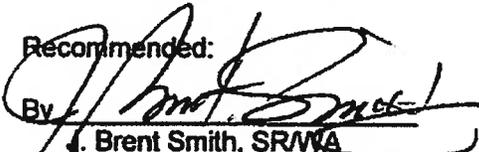
13. INGRESS AND EGRESS

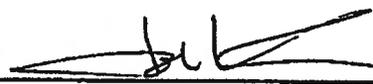
Grantor hereby grants the City, or its contractor, a Temporary Easement of ingress and egress for construction of the fencing and gates, an open ditch, utility stubs , driveway curb returns, tree removal, or any other item requiring a Temporary Easement. Said Easement to terminate upon completion of construction.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF NAMPA:

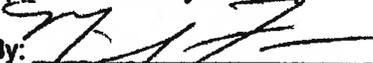
GRANTOR :
NAMPA MEDICAL PROPERTIES, LLP

Recommended:
By: 
J. Brent Smith, SR/WA
Right-of-Way Agent

By:  Pres.
(Title)

By: _____
(Title)

Approved for City of Nampa

By: 
Michael Fuss, PE.
Public Works Director

On 9/5/09, 2009

EXHIBIT C

PARAGON
Consulting, Inc.
FREIBURGER-BARTON-KAES

Nampa Medical Properties, LLC
Permanent Easement
Parcel No. 16270516A0

City of Nampa, Idaho

ROADWAY PERMANENT EASEMENT DESCRIPTION
Nampa Medical Properties, LLC
Parcel No. 16270516A0
(Lake Lowell Avenue & Midland Boulevard)



JUNE 29, 2009

A parcel of land for permanent roadway easement located in the Southwest Quarter of the Southwest Quarter of Section 28, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho. Said permanent easement being described as follows:

Commencing at the southwest corner of Section 28, Township 3 North, Range 2 West, Boise Meridian; Thence North 00°55'10" East a distance of 627.76 feet along the west line of said Section 28; Thence leaving said west line South 79°00'20" East a distance of 31.52 feet to the TRUE POINT OF BEGINNING of the Permanent Easement;

- Thence South 79°00'20" East a distance of 9.11 feet;
- Thence South 00°55'10" West a distance of 30.64 feet to a point of non-tangent curvature;
- Thence 372.94 feet along a curve to the left, said curve having a radius of 1,960.00 feet, a central angle of 10°54'08", a chord of 372.38 feet and a chord bearing of South 04°33'11" East, to a point of non-tangency;
- Thence North 79°59'45" East a distance of 10.00 feet to a point of non-tangent curvature;
- Thence 98.54 feet along a curve to the left, said curve having a radius of 1,950.00 feet, a central angle of 02°53'43", a chord of 98.53 feet and a chord bearing of South 11°27'07" East, to a point of compound curvature;
- Thence 51.70 feet along a curve to the left, said curve having a radius of 300.00 feet, a central angle of 09°52'23", a chord of 51.63 feet and a chord bearing of South 17°50'10" East, to a point of compound curvature;
- Thence 64.27 feet along a curve to the left, said curve having a radius of 45.50 feet, a central angle of 80°55'36", a chord of 59.06 feet and a chord bearing of South 63°14'09" East, to a point of reverse curvature;
- Thence 36.43 feet along a curve to the right, said curve having a radius of 275.00 feet, a central angle of 07°35'22", a chord of 36.40 feet and a chord bearing of North 80°05'44" East, to a point of tangency;
- Thence South 06°06'34" East a distance of 10.00 feet to a point of non-tangent curvature;
- Thence 44.53 feet along a curve to the right, said curve having a radius of 265.00 feet, a central angle of 09°37'39", a chord of 44.48 feet and a chord bearing of North 88°42'15" East, to a point of tangency;
- Thence South 86°28'55" East a distance of 116.92 feet;
- Thence South 05°16'45" East a distance of 9.11 feet;
- Thence North 86°28'55" West a distance of 118.31 feet;
- Thence 76.93 feet along a curve to the left, said curve having a radius of 256.00 feet, a central angle of 17°13'01", a chord of 76.64 feet and a chord bearing of South 84°54'34" West, to a point of reverse curvature;
- Thence 13.12 feet along a curve to the right, said curve having a radius of 64.50 feet, a central angle of 11°39'11", a chord of 13.10 feet and a chord bearing of South 82°07'39" West, to a point of non-tangency;
- Thence North 43°20'57" West a distance of 7.47 feet;
- Thence North 83°32'35" West a distance of 7.66 feet;
- Thence South 56°15'47" West a distance of 7.47 feet to a point of non-tangent curvature;

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Nampa Medical Properties, LLC
Permanent Easement
Parcel No. 16270516A0

Thence 58.84 feet along a curve to the right, said curve having a radius of 64.50 feet, a central angle of $52^{\circ}16'03''$, a chord of 56.82 feet and a chord bearing of North $48^{\circ}54'23''$ West, to a point of compound curvature;

Thence 32.73 feet along a curve to the right, said curve having a radius of 319.00 feet, a central angle of $05^{\circ}52'45''$, a chord of 32.72 feet and a chord bearing of North $19^{\circ}49'59''$ West, to a point of non-tangency;

Thence North $26^{\circ}54'18''$ East a distance of 8.00 feet;

Thence North $15^{\circ}07'19''$ West a distance of 7.84 feet;

Thence North $57^{\circ}08'55''$ West a distance of 8.00 feet to a point of non-tangent curvature;

Thence 2.51 feet along a curve to the right, said curve having a radius of 319.00 feet, a central angle of $00^{\circ}27'03''$, a chord of 2.51 feet and a chord bearing of North $13^{\circ}07'30''$ West, to a point of compound curvature;

Thence 474.15 feet along a curve to the right, said curve having a radius of 1,969.00 feet, a central angle of $13^{\circ}47'51''$, a chord of 473.01 feet and a chord bearing of North $06^{\circ}00'03''$ West, to a point of non-tangency;

Thence North $00^{\circ}55'10''$ East a distance of 32.25 feet to the TRUE POINT OF BEGINNING of the Permanent Easement;

Said Permanent Easement contains 0.229 acres (9989 sf).

POOR COPY

Street Division Purchase of Chip Sealing Oils

- The City's Street Division proposes to place 535 tons of CRS-2R (chip sealing oil) and 155 tons of CSS-1H-DIL (fog sealing oil), at an estimated cost of \$300,000.00 for chip sealing Zones A1 and A2 this year. The chip/fog sealing process will be applied after all patching, and crack sealing in June
- These activities tie in directly with the rebuild projects of 11th Avenue North and 6th Street North, as well Asset Management maintenance in Zones A1 and A2
- The Street Division requests purchase of oils 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
- Idaho Asphalt Supply, a liquid oil distributor, was awarded the Fremont County contract through the bid process
- This selected distributor has stated it will honor the same pricing to the City of Nampa
- This acquisition will be funded from the Pavement Management fiscal year 2016 budget

REQUEST: Authorize piggyback purchase of chip seal oils from Idaho Asphalt Supply, at an estimated cost of \$300,000.00, for the Street Division

APPROVE NEW LEASE AT NAMPA MUNICIPAL AIRPORT FOR LOT 1140

- On September 1, 2003, William Powers signed a 30 year land lease for Lot 1140
- On February 16, 2016, Airport Staff received a letter from William Powers (Lessee) offering Nampa Municipal Airport first right of refusal
- The Lessee also made known they had received an offer to purchase the land lease, with improvements, from Two Millers Holdings, LLC (Mark Miller)
- On February 16, 2016, Two Millers Holdings, LLC submitted a lease application
- On March 8, 2016, Lessee signed and returned the notarized termination agreement
 - The termination agreement is contingent upon the sale of the land lease with improvements
- On March 8, 2016, Two Millers Holdings, LLC signed and returned the notarized Land Lease Agreement
- On March 14, 2016, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with William Powers (see Attachment A) dated September 1, 2003; sign new Nampa Municipal Airport Land Lease Agreement (see Attachment B) and Memorandum of Lease for Recording agreement (see Attachment C) with Two Millers Holdings, LLC effective March 22, 2016, for Lot 1140

REQUEST: The Nampa Airport Commission requests the following:

- 1) Authorize Mayor to sign Agreement to Waive First Right of Refusal and Terminate Lease with William Powers dated September 1, 2003, and
- 2) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Two Millers Holdings, LLC, effective March 22, 2016, for Lot 1140, and
- 3) Authorize Mayor to sign Memorandum of Lease for recording agreement with Two Millers Holdings, LLC effective March 22, 2016, for Lot 1140.

**AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL
AND TERMINATE LEASE – LOT # 1140**

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the "Agreement") is made and entered into this **21st** day of **March 2016**, between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor") and **William Powers** ("Lessee").

WHEREAS, on or about **September 1, 2003** Lessor and Lessee entered into a Standard Land Lease ("Lease") for a **50'w x 60'd** hangar improvement on Lot #**1140** (the "improvement"), at the Nampa Municipal Airport; and

WHEREAS, the Lease contained a right of first refusal in favor of the Lessor; and

WHEREAS, on **February 16, 2016** Lessor received from Lessee a Notice offering to sell the improvement to it for the sum of **\$95,000.00**

NOW THEREFORE, Lessor and Lessee hereby covenant and agree as follows, to-wit:

1. Lessor waives the first right of refusal to purchase the improvement granted to it under the Lease, and declines the offer to purchase said improvement pursuant to the Notice which it received from Lessee on **February 16, 2016**.

2. Lessor and Lessee agree to terminate the Lease effective **March 22, 2016**; this termination is specifically contingent upon the sale of the improvement by Lessee to a third party.

"LESSOR"

CITY OF NAMPA

By: _____
Mayor

Attest: _____
City Clerk

By: _____
Airport Superintendent

"LESSEE"

William Powers

By: _____

Notarizations

State of Idaho)

: ss

County of _____)

On this ____ day of _____, in the year of 2016, before me, the undersigned, personally appeared **WILLIAM POWERS**, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

State of Idaho)

) ss

County of Canyon)

On this _____ day of _____, in the year of 2016, before me, the undersigned, personally appeared **Robert L. Henry, Deborah Bishop, and Monte Hasl**, Mayor, City Clerk, and Airport Superintendent, respectively, of the City of Nampa, known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

(Seal)

By: _____
Notary Public for Idaho
My Commission Expires: _____

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #1140 IMPROVEMENTS PURCHASED FROM WILLIAM POWERS

LESSEE:

TWO MILLERS HOLDINGS, LLC
3414 E. GREENHURST RD
NAMPA, ID 83686

LESSOR:

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

EFFECTIVE TERM:

March 22, 2016 – March 31, 2036

Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140

This lease agreement (the "Agreement") is entered into this 21st day of March, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **Two Millers Holdings, LLC** ("Lessee"). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

Whereas, Lessor now owns, controls, and operates the Nampa Municipal Airport (the "Airport"), in the City of Nampa, County of Canyon, State of Idaho; and

Whereas, Lessor has authority to enter into tenant agreements for the purpose of leasing property to accommodate public use of the Airport; and

Whereas, Lessee desires to lease a parcel of Airport property;

Therefore, in consideration of the rental payments, promises, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term of Agreement.

A Land Lease is hereby granted to the Lessee. The term of this Agreement shall be for twenty (20) years.

Commencing Date: **March 22, 2016**

Termination Date: **March 31, 2036**

2. Renewal Option.

The Lessee shall have the right to renew this lease for one ten (10) year extension subject to and contingent upon the Lessee giving written notice to the Lessor not sooner than one (1) year and not less than one hundred and twenty (120) days prior to the termination date of this Agreement. Additional renewals may occur upon mutual agreement of the Parties. Lessor reserves the right to re-negotiate terms and conditions of this Agreement upon any renewal according to current market conditions.

3. Premises Leased.

During the total period of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A, attached hereto and incorporated herein by reference as set forth in full, together with the right of ingress and egress for Lessee's designated personnel, and for both vehicles and aircraft.

4. Premises Use.

The development and/or use of any Premises located within the current or future boundaries of the Nampa Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Regulations. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all):

AIRCRAFT STORAGE.

Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140

5. Construction and Improvements.

During the total period of this Agreement, it is agreed and understood that the Lessee intends to construct at sole expense of Lessee structures and ground improvements upon said leased Premises, which said construction shall be subject to the following conditions:

- a) Lessee shall complete construction of structures and improvements within one-hundred and eighty (180) days of the commencement of this Agreement, unless an extension is approved in writing by Lessor. In the event construction is not complete within the one-hundred and eighty (180) day period and no extension has been granted as set forth herein, Lessee shall be deemed in default of this Agreement.
- b) The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans and specifications approved by the Lessor. When approved, those plans shall be made part of this Agreement. All plans and specifications are subject to Nampa City Ordinance, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council.
- c) All future structure additions shall be subject to prior approval by Lessor. Any proposed construction is subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.
- d) The structure(s) constructed by Lessee under this Agreement shall be the property of Lessee unless otherwise provided in this agreement.
- e) Special Conditions:

6. Rental Payments.

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January for that year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be **17.9 cents** per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.

7. Annual and Periodic Rental Adjustments

The rent will be automatically increased annually, effective January 1, according to the percentage increase of the Consumer Price Index – US City Average, All Items (CPI-U, Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The automatic annual increase shall be calculated as follows:
Current Year's Rent = Last Year's Rent x (Current CPI-U/Last Year's CPI-U).

Additional periodic adjustments to the rental rate may be made in years ending with 5 or 0 (for instance, 2015 and 2020) as deemed necessary by Lessor to reflect cost of service increases, comparative rates, or other factors supporting an increase beyond the automatic annual CPI-U adjustment. Such periodic adjustments shall not be less than the automatic annual increase. Rental rates and adjustments are set by the City Council of the City of Nampa.

Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140

8. Rights and Obligations of Lessee.

- a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.
- b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.
- c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan. All Rules and Regulations now in existence, or as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.
- d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.
- e) Outside storage on the leased area, which in the opinion of the Airport Superintendent creates unsightly or dangerous conditions, shall not be allowed.
- f) Lessee shall not permit any person to use any part of the Premises for residential use.
- g) Lessee shall, within thirty (30) days of receiving an invoice therefore from Lessor, reimburse Lessor for the cost of the survey Lessor is required to complete on the leased premises to comply with FAA Form 7460-1.

9. Right To Purchase.

Upon termination or expiration of this lease Agreement, Lessee shall remove its personal property, including structures or buildings and restore the Premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease, or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof within one-hundred and twenty (120) days of the termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property, including structures or buildings, for the sum of One and No/100 dollar (\$1.00). Lessee, when paid the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell some or all of its personal property, including structures or buildings to a third party or parties.

10. First Right of Refusal.

Upon expiration or termination of this Agreement or any renewal of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of structures and/or improvements specified in this agreement, the Lessor shall have a first right of refusal to purchase or accept transfer of such structures or improvements. Lessor may transfer this first right of refusal to a new lessee of the Premises. Lessee shall give notice to Lessor advising of any such proposed sale or transfer and its price and terms. Lessor shall have ninety (90) days from receipt of such notice to exercise its first right of refusal and complete a purchase or receive

Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140

a transfer upon identical terms.

11. Default and Forfeiture.

- a) In the event there is a default by the Lessee in the performance of any of the covenants and agreements herein contained, and in the event the said default results in potential liabilities to the Lessor or in waste and/or damage to leased property, the Lessor may expend such funds as are reasonably necessary to insure the performance of the defaulting event or waste and/or damage in order to protect itself against liability or to protect its property value, and shall charge the same against the Lessee. The Lessee shall pay to the Lessor, in addition to any other sums that it is required to pay under the terms of this Lease, said sums expended by the Lessor, together with interest at the rate of 12% per annum on said funds so expended.

- b) Time and the strict and faithful performance of each and every one of the conditions of this Agreement is expressly made the essence of this Agreement. If default is made by the Lessee in payment of any part of Lessee's rent when the same shall become due, or default be made by the Lessee in keeping, performing or observing any of the covenants and agreements herein contained and such default shall remain so for a period of sixty (60) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at the Lessor's election, either in law or equity seek specific performance of this Agreement or may declare said term and Lease forfeited and ended and re-enter said demised Premises to repossess and enjoy the same as in their first estate, and the effect of such default shall in itself, at the election of Lessor, without further notice or demand constitute a forfeiture and termination of this Lease. If the Lessee shall fail to surrender possession of the demised Premises to Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said Premises. If Lessee shall abandon or vacate said Premises, or if this lease be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said Premises from Lessee, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the Premises in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the Premises. In the event of notification of default by Lessor to Lessee and Lessee does in fact incur such default, then and in that event Lessee shall pay, in addition to all arrearage existing under the notice of default, the reasonable attorney's fees incurred by Lessor in determination of the default and the notification to the defaulting Lessee.

12. Assignments and Subleases.

This Agreement, in whole or any part thereof, may not be assigned, transferred, or subleased by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. No permitted assignment or sublease releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement. Any permitted sublease or assignment must comply with all terms and conditions of this Agreement.

Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140

- Lessor may, at its option, terminate this agreement upon the assignment, transfer, or sublease, without the Lessor's prior written consent, of all or any part of this Agreement. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises use (see paragraph 4) without the Lessor's prior written consent.
- Lessor may, at its option, terminate this Agreement in the event Mark R. Miller shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

13. Future Construction by Lessor.

The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor.

14. Future Improvements by Lessee.

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

15. Hazardous Substances.

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

16. Compliance With Law.

Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

17. Utilities.

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

18. Taxes and Assessments.

During the total period of this Agreement, Lessor shall pay all real estate taxes and assessments

Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140

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

19. Fire Hazards.

The Lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations.

20. Labor Contracts and Employees.

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

21. Right of Inspection.

Lessor shall have the right to enter the demised Premises at any reasonable time to examine the same and to determine the state of repair or alterations which shall or may be necessary for the safety and preservation of the Premises.

22. Waste Prohibited.

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

23. Liability.

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

24. Liability Insurance.

Lessee shall maintain a comprehensive liability insurance policy covering the above demised Premises during the term of this Lease with a responsible insurance company, all at the sole expense of Lessee, in the names and for the benefit of Lessee and Lessor for at least the sum of

**Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140**

\$500,000.00 single limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Lease or any extension thereof but only when construction commences. The liability insurance amount shall be increased in the event the Idaho legislature increases the liability limits of governmental liability to any such increased amounts.

Said insurance shall be with an insurance carrier, or carriers, satisfactory to Lessor, and shall not be subject to cancellation except after at least ten (10) days prior written notice to Lessor. If Lessee fails to comply with this requirement, Lessor may obtain such insurance and keep the same in force and effect, and Lessee shall pay Lessor upon request the premium cost thereof for the term of this Agreement then un-expired.

25. Attorney's Fees.

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

26. Notices.

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

Lessor

Nampa Municipal Airport
c/o Airport Superintendent
116 Municipal Drive
Nampa, ID 83687

Lessee

Two Millers Holdings, LLC
3414 E. Greenhurst Rd
Nampa, ID 83686

27. Maintenance.

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

28. Civil Rights Provisions.

The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

**Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140**

that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon. and hold the same as if said Lease had never been made or issued.

29. Amendments and Modification.

This Agreement may be amended and/or modified only by a written instrument signed, dated, and notarized by both Lessor and Lessee.

30. Binding Effect.

The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

31. Special Provisions.

The use and occupancy of the land shall be subject to the following special provisions:

- A list of all aircraft stored at the leased premises will be provided to the Airport Superintendent's office and kept current at all times. The list will include owner names, addresses, phone numbers, aircraft make/model, and aircraft registration numbers.
- Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a \$100 fee for administrative expenses related to the development, review, and approval of the Amendment.

32. Recording.

The parties hereto agree that they will not record a copy of this Agreement, Lessee's occupancy of said Premises being notice of Lessee's interest therein, provided however, that a memorandum of lease may be recorded.

In Witness Whereof

The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

Lessor:

The City of Nampa

By: _____
Mayor

Attest: _____
City Clerk

By: _____
Airport Superintendent

Lessee:

Two Millers Holdings, LLC

By: _____
Mark R. Miller, Managing Member

**Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140**

By: _____

Personal Guarantee.

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

By: _____
Mark R. Miller

_____ Date

By: _____

_____ Date

**Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140**

Notarizations

State of Idaho)

: ss

County of _____)

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

(Seal)

Notary Public for Idaho
My Commission Expires: _____

State of Idaho)

: ss

County of Canyon)

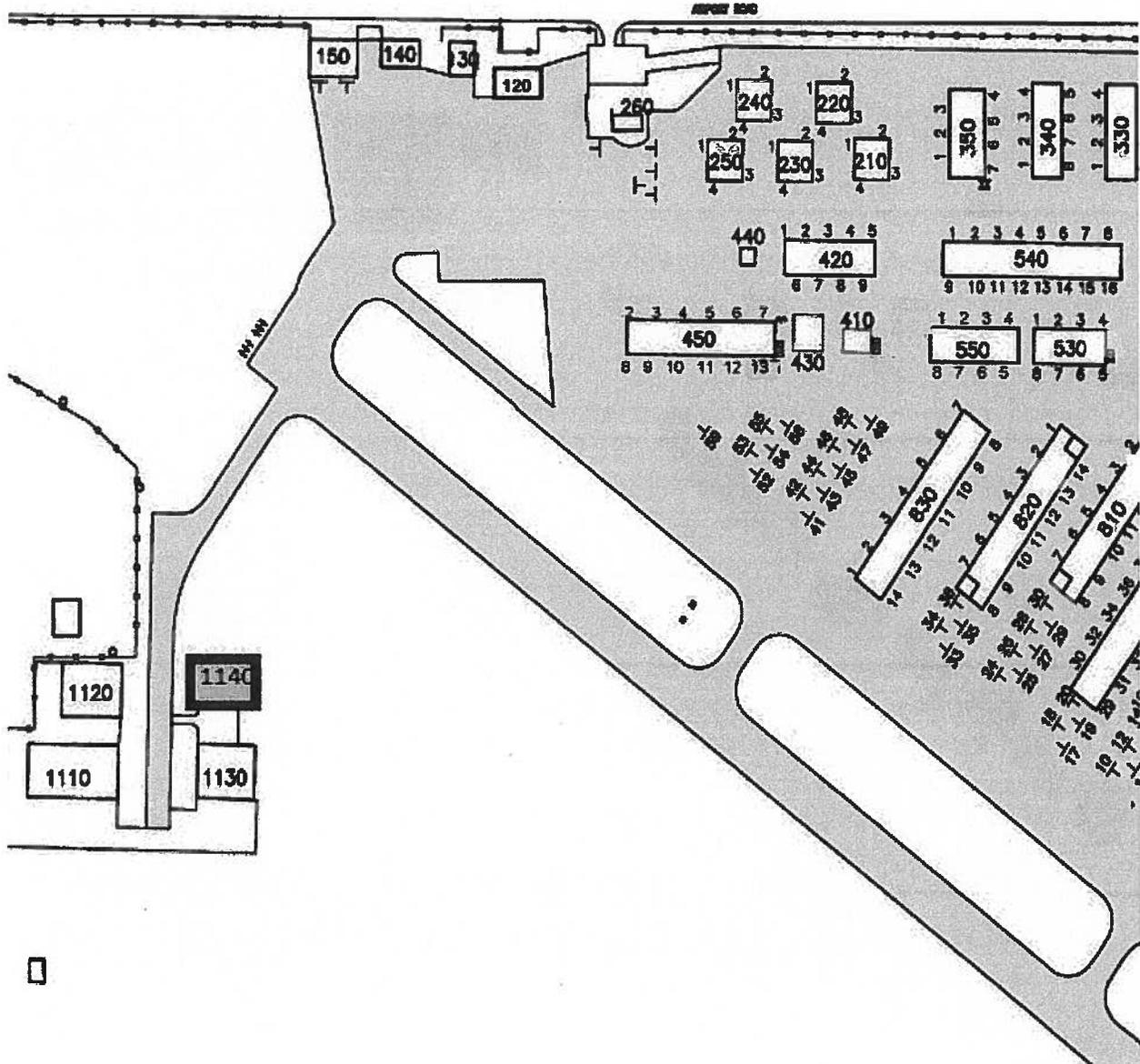
On this _____ day of _____, in the year of **2015**, before me, the undersigned, personally appeared **Robert L. Henry, Deborah Bishop, and Monte Hasl**, Mayor, City Clerk, and Airport Superintendent, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

Nampa Municipal Airport Land Lease Agreement
 Two Millers Holdings, LLC
 LOT #1140

Exhibit A



Airport Lot #1140: 50' wide x 60' deep = 3000 square feet at \$0.179 per square foot
 = \$537.00 per year (rounded).

Nampa Municipal Airport Land Lease Agreement
Two Millers Holdings, LLC
LOT #1140

Payment by William Powers for 2016 will be transferred. No additional payment due for 2016.

TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2008
208-323-2288 • FAX 208-323-2399
boisec@tecoengco.com

PROJECT: 00052
DATE: July 8, 2003
SHEET: 1 of 1

EXHIBIT "A"

LEASE PARCEL 1140

A parcel of land situated in the SW1/4 of the NW1/4 of Section 24, Township 3 North, Range 2 West, City of Nampa, Canyon County, Idaho, being that certain parcel of land as shown on Record of Survey Instrument No. 200342004, Canyon County records, more particularly described as follows:

COMMENCING at the west 1/4 corner of said Section 24 as shown on said survey, from which corner, the northwest corner of said section bears N.00°14'58"E., 2659.83 feet; thence,

- A) N.64°41'53"E., 572.98 feet to the **POINT OF BEGINNING**, from which point the northwest corner of said Section 24 bears N.11°50'37"W., 2467.46 feet; thence,
- 1) N.00°35'13"E., 50.00 feet; thence,
 - 2) S.89°24'47"E., 60.00 feet; thence,
 - 3) S.00°25'13"W., 50.00 feet; thence,
 - 4) N.89°24'47"W., 60.00 feet to **THE POINT OF BEGINNING**.

CONTAINING 3,000 square feet or 0.07 acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way, Easements of Record, and other Encumbrances.

RECORD OF SURVEY on file with the Canyon County Recorder and by this reference, made a part hereof.



H:\00052\WFFLL&S\Exit-Powers Parcel 1140.dwg

BOISE • COEUR d'ALENE • McCALL

**MEMORANDUM OF LEASE
FOR RECORDING**

THE PARTIES hereto are the CITY OF NAMPA, a Municipal Corporation of the State of Idaho, hereinafter referred to as "Lessor," and TWO MILLERS HOLDINGS, LLC, hereinafter referred to as "Lessee."

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

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

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

Other Provisions. This Memorandum is subject to all of the terms and provisions of the formal agreement of the parties dated March 22, 2016, pertaining to the lease of the premises, which formal agreement is, by this reference, incorporated herein and made a part hereof.

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

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

Dated this ____ day of _____ 2016.

LESSOR:
CITY OF NAMPA

By: _____
Mayor

Attest:

City Clerk

By: _____
Airport Superintendent

LESSEE:

Two Millers Holdings, LLC
Mark Miller, Managing Member

STATE OF IDAHO)
 :SS
County of Canyon)

On this ___ day of _____, 2016, before me, _____, a Notary Public, personally appeared **Robert L. Henry, Deborah Bishop and Monte Hasl**, the Mayor, City Clerk, and Airport Superintendent, respectively, of the CITY OF NAMPA, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and were so authorized to do so on behalf of the CITY OF NAMPA.

(SEAL)

Notary Public for Idaho
Commission expires: _____

State of Idaho)
 : SS
County of _____)

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

(Seal)

Notary Public for Idaho
My Commission Expires: _____

TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2108
208 321-2288 • FAX 208-323-2399
btoc@tcengco.com

PROJECT: 00052
DATE: July 8, 2003
SHEET: 1 of 1

EXHIBIT "A"

LEASE PARCEL 1140

A parcel of land situated in the SW1/4 of the NW1/4 of Section 24, Township 3 North, Range 2 West, City of Nampa, Canyon County, Idaho, being that certain parcel of land as shown on Record of Survey Instrument No. 200342004, Canyon County records, more particularly described as follows:

COMMENCING at the west 1/4 corner of said Section 24 as shown on said survey, from which corner, the northwest corner of said section bears N.00°14'58"E., 2659.83 feet; thence,

- A) N.64°41'53"E., 572.98 feet to the **POINT OF BEGINNING**, from which point the northwest corner of said Section 24 bears N.11°50'37"W., 2467.46 feet; thence,
- 1) N.00°35'13"E., 50.00 feet; thence,
 - 2) S.89°24'47"E., 60.00 feet; thence,
 - 3) S.00°25'13"W., 50.00 feet; thence,
 - 4) N.89°24'47"W., 60.00 feet to **THE POINT OF BEGINNING**.

CONTAINING 3,000 square feet or 0.07 acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way, Easements of Record, and other Encumbrances.

RECORD OF SURVEY on file with the Canyon County Recorder and by this reference, made a part hereof.



1:00052:W\FLL&S\Exh-Powers Parcel 1140.doc

BOISE • COEUR D'ALENE • McCALL

Federal Aviation Administration Grant Application and Sponsor Certifications for Airport Improvement Program (AIP-27)

- The Federal Aviation Administration (FAA) is requesting a grant application and sponsor certifications for AIP-27 (*Airport Improvement Program*) Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ) at the Nampa Municipal Airport
- The AIP-27 project is anticipated to begin in April 2016. Completion is estimated in July 2016
- The total anticipated project cost is \$67,926.22 (*pending FAA final approval*)
 - FAA grant is 90% \$61,133.00
 - State grant is 2.5% \$ 1,698.30
 - City match is 7.5% \$ 5,094.92
- On March 14, 2016, the Airport Commission met to review the grant application and sponsor certifications for AIP-27
- Recommendation was made to request Nampa City Council authorize the Mayor to sign the FAA Grant Application (see Attachment A) and Sponsor Certifications (see Attachment B) for Grant AIP-27

REQUEST: The Nampa Airport Commission requests the following:

- 1) Authorize Mayor to Sign Federal Aviation Administration Grant Application and Sponsor Certifications for Airport Improvement Program (AIP-27), Phase I Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone for Nampa Municipal Airport

Application for Federal Assistance SF-424		
* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	- Select One -
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	
* 3. Date Received:	4. Application Identifier: MAN	
5a. Federal Entity Identifier: AIP 3-16-0043-027	* 5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Nampa, Idaho		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 82-6000023	*c. Organizational DUNS: 07-295-9430	
d. Address:		
* Street1: 411 3rd Street South		
Street 2:		
* City: Nampa		
County:		
* State: Idaho		
Province:		
Country: United States	*Zip/ Postal Code: 83651	
e. Organizational Unit:		
Department Name: Nampa Municipal Airport	Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	First Name: Montgomery	
Middle Name:		
* Last Name: Hasl		
Suffix:		
Title: Airport Superintendent, Nampa Municipal Airport		
Organizational Affiliation: City of Nampa, Idaho		
* Telephone Number: (208) 468-5823	Fax Number: (208) 442-2787	
* Email: haslm@cityofnampa.us		

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title:

13. Competition Identification Number: N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Nampa, Canyon County, Idaho

* 15. Descriptive Title of Applicant's Project:

A. Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 1st	*b. Program/Project: 1st
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 04/01/2016	*b. End Date: 07/31/2016
18. Estimated Funding (\$):	
*a. Federal	61,133.00
*b. Applicant	5,094.92
*c. State	1,698.30
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	67,926.22
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: Robert
Middle Name: L.	
*Last Name: Henry	
Suffix:	
*Title: Mayor, City of Nampa, Idaho	
*Telephone Number: (208) 468-5401	Fax Number:
* Email: mayor@cityofnampa.us	
*Signature of Authorized Representative:	*Date Signed:



Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry
1.	Type of Submission: (Required) Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	Applicant Information: Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> a. Legal Name: (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable. f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions: <ul style="list-style-type: none"> A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution

Item	Entry
	<p>T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)</p>
10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	Funding Opportunity Number/Title: Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	<p>Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, and NC-103 for North Carolina's 103rd district.</p> <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State Intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	<p>Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.</p> <p>A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)</p>



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-100, Application for Federal Assistance (Development Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 49 CFR 18; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

INSTRUCTIONS FOR FORM 5100-100

PART II, SECTION A – Project Approval Information

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

- Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.
- Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval
- Item 3 - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.
- Item 4 - Furnish the name of the approving agency and the approval date.
- Item 5 - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 - Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7 - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10 - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A. GENERAL

Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

Item 2 – Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Item 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Item 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Item 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Item 4 - Enter basic fees for architectural engineering services.

Item 5 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Item 6 - Enter fees for inspection and audit of construction and related programs.

Item 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Item 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Item 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Item 10 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Item 11 - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

Item 12 - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Item 13 - Enter amounts for items not specifically mentioned above.

Item 14 - Enter the sum of Lines 1-13.

Item 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Item 16 - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Item 17 - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Item 18 - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Item 19 - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Item 20 - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Item 21 - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in

accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Item 22 - Show the total amount of the Federal grant requested.

Item 23 - Show the amount from Section D, Line 27h.

Item 24 - Show the amount from Section D, Line 28c.

Item 25 - Self-explanatory.

SECTION C. EXCLUSIONS

Item 26 a-g - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Item 27 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Item 27h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Item 28a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Item 28b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Item 28c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

Item 29 - Enter the totals of Line 27h and 28c

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.
- b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.
- c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.
- d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

6. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-quest. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p>Item 1. Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p>Item 2. Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4. Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p>Item 5. Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/></p> <p>Location of Plan: City of Nampa, Idaho</p>
<p>Item 6. Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p>Item 7. Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project: %</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of: Individuals: Families: Businesses: Farms:</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Nampa, Idaho has established Airport Zoning Ordinances that contain guidance for compatible land use planning in the vicinity of the Airport and height restrictions of objects near the airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: <u>AIP</u>			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 5,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			62,926.22
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			67,926.22
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			67,926.22
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			67,926.22
20. Federal Share requested of Line 19			61,133.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			61,133.00
23. Grantee share			5,094.92
24. Other shares			1,698.30
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 67,926.22

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$ 5,094.92
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		5,094.92
28. Other Shares		
a. State		1,698.30
b. Other		
c. Total Other Shares		1,698.30
29. TOTAL		\$ 6,793.22
SECTION E – REMARKS		
<p>-There have been no changes to the previously approved Exhibit "A" dated 6/18/2010. -Title VI Assurances are attached.</p>		

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : AIP 3-16-0043-027
AIRPORT : Nampa Municipal Airport
1. Objective: A. Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ).
2. Benefits Anticipated: A. Completion of an Environmental Assessment will allow the purchase of 7 acres of land currently located within the Runway Protection Zone (RPZ) for Runway 11 at the Nampa Municipal Airport. This land is critical for the protection of the runway environment, landing aircraft, and the safety of the public in the landing area. This is a commercial property with the possibility that, if sold, could result in a future incompatible land use such as a gas station.
3. Approach: (See approved Scope of Work in Final Application) A. The planning portion of the project (Phase 1) will determine critical aspects that need to be discovered prior to the prosecution of a formal Environmental Assessment (Phase 2) for the purchase of the property. Aspects covered in the Phase 1 Environmental portion include conducting a Site Assessment (including a Biological Assessment), conducting a Cultural Resource Survey, obtaining a survey title report, performing a Topographic Boundary Survey, performing an RPZ analysis, and determining what portion of the land will need to be purchased.
4. Geographic Location: City of Nampa, Idaho located within Canyon County, Idaho
5. If Applicable, Provide Additional Information: N/A
6. Sponsor's Representative: (include address & telephone number) Mr. Montgomery Hasl, Airport Superintendent 116 Municipal Drive Nampa, ID 83687 208-468-5823

Section E – Remarks

The following remarks explain the costs for each Cost Classification item in FAA Form 5100-100, Part III (Budget Information – Construction), Section B (Calculation of Federal Grant).

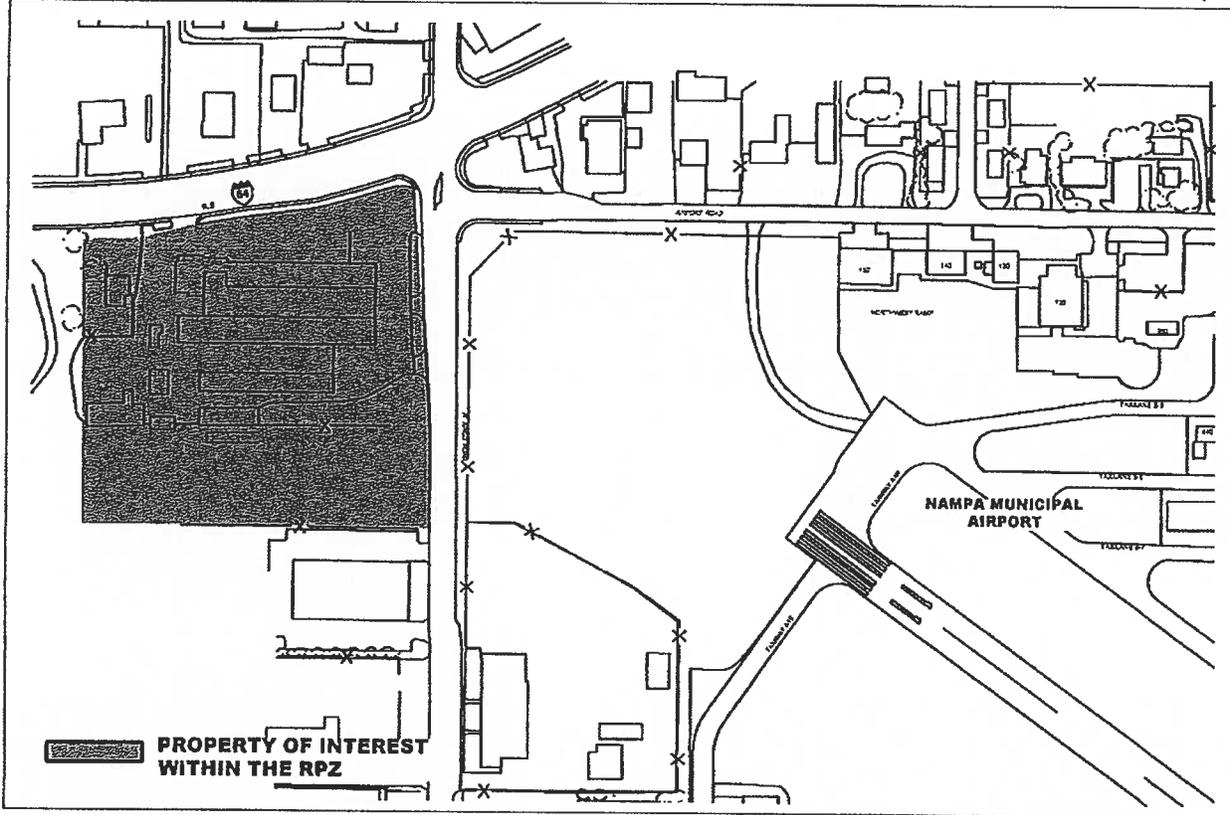
1.	Administration Expense	\$5,000.00
	Includes estimated legal fees, independent contract review, and direct administrative expense of the sponsor which relate to this project.	
2.	Preliminary Expense	N/A
3.	Land, Structures, Right-Of-Way	N/A
4.	Architectural Engineering Basic Fees	N/A
5.	Other Architectural Engineering Fees	\$62,926.22
6.	Project Inspection Fees	N/A
7.	Land Development	N/A
8.	Relocation Expenses	N/A
9.	Relocation Payments to Individuals and Businesses	N/A
10.	Demolition and Removal	N/A
11.	Construction and Project Improvement	N/A
12.	Equipment	N/A
13.	Miscellaneous	N/A
14.	Total	\$67,926.22
15.	Estimated Income	N/A
16.	Net Project Amount	\$67,926.22
17.	Less Ineligible Exclusions	\$0
18.	Add: Contingencies	\$0
19.	Total Project Amount	\$67,926.22
20.	Federal Share Requested	\$61,133.00
	90% of total project amount (Line 19)	

21.	Add Rehabilitation Grants Requested	N/A
22.	Total Federal Grant Requested (Lines 20 and 21)	\$61,133.00
23.	Grantee Share	\$5,094.92
	Local Funds- City of Nampa, Idaho (7.5%)	
24.	Other Shares	\$1,698.30
	Idaho Department of Aeronautics (2.5%)	
25.	Total Project	\$67,926.22

CIP/APPLICATION DATA SHEET

AIRPORT: Nampa Municipal Airport **LOCAL PRIORITY:** _____ **UPDATED:** FEB 2016

WORK ITEM (s): Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ)



JUSTIFICATION:

Completion of an Environmental Assessment will allow the purchase of 7 acres of land currently located within the Runway Protection Zone (RPZ) for Runway 11 at the Nampa Municipal Airport. This land is critical for the protection of the runway environment, landing aircraft, and the safety of the public in the landing area. This is a commercial property with the possibility that, if sold, could result in a future incompatible land use such as a gas station.

SPONSOR SIGNATURE: _____ **DATE:** _____
Mr. Robert L. Henry, Mayor

COST ESTIMATE:

ADMINISTRATION _____ \$5,000	ENGINEERING _____ \$82,426.22	EQUIPMENT _____ N/A
LAND _____ N/A	INSPECTION _____ N/A	CONTINGENCIES _____ N/A
APPRAISALS _____ N/A	CONSTRUCTION _____ N/A	TOTAL COST _____ \$67,926.22

ADO USE:

PREAPP NO: _____ **GRANT NO:** _____ **NPIAS CODE:** _____ **WORK CODE:** _____ **FAA PRIOR:** _____ **FED \$** _____





ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (c) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 12/31/2015 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

STANDARD DOT TITLE VI ASSURANCES

City of Nampa, Idaho (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Nampa, Idaho
(Sponsor)

(Signature of Authorized Official)



CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Nampa Municipal Airport

LOCATION: City of Nampa, Idaho

AIP PROJECT NO.: AIP 3-16-0043-027

STATEMENTS APPLICABLE TO THIS PROJECT _____

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) NAM
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) NAM, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: Mayor, City of Nampa, Idaho

SPONSORING AGENCY: City of Nampa, Idaho

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
Mayor, City of Nampa, Idaho

**Drug-Free Workplace
Airport Improvement Program Sponsor Certification**

Sponsor: City of Nampa, Idaho
Airport: Nampa Municipal Airport
Project Number: AIP 3-16-0043-027
Description of Work: A. Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
 Yes No N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
 a. Abide by the terms of the statement; and
 b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
 Yes No N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 Yes No N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
 Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Nampa Municipal Airport (City of Nampa)
 Address: 116 Municipal Drive, Nampa, Idaho

Location 2 (If applicable)

Name of Location:
 Address:

Location 3 (If applicable)

Name of Location:
 Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Nampa, Idaho

Name of Sponsor's Authorized Official: Mr. Robert L. Henry

Title of Sponsor's Authorized Official: Mayor, City of Nampa, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Nampa Municipal Airport/City of Nampa, Idaho

AIP #: AIP 3-16-0043-027

Project Description(s): A. Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ)

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
 None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
 None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
 None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
 None

To be completed by the Civil Rights Staff:

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Nampa, Idaho

Airport: Nampa Municipal Airport

Project Number: AIP 3-16-0043-027

Description of Work: A. Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
 Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c) Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Nampa, Idaho

Name of Sponsor's Authorized Official: Mr. Robert L. Henry

Title of Sponsor's Authorized Official: Mayor, City of Nampa, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Nampa, Idaho

Airport: Nampa Municipal Airport

Project Number: AIP 3-16-0043-027

Description of Work: A. Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
 Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
 Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Nampa, Idaho

Name of Sponsor's Authorized Official: Mr. Robert L. Henry

Title of Sponsor's Authorized Official: Mayor, City of Nampa, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Nampa, Idaho

Airport: Nampa Municipal Airport

Project Number: AIP 3-16-0043-027

Description of Work: A. Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A
3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A
 - b. Snow Removal Equipment as contained in AC 150/5220-20.
 Yes No N/A
 - c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
 Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Nampa, Idaho

Name of Sponsor's Authorized Official: Mr. Robert L. Henry

Title of Sponsor's Authorized Official: Mayor, City of Nampa, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Nampa, Idaho

Airport: Nampa Municipal Airport

Project Number: AIP 3-16-0043-027

Description of Work: A. Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Nampa, Idaho

Name of Sponsor's Authorized Official: Mr. Robert L. Henry

Title of Sponsor's Authorized Official: Mayor, City of Nampa, Idaho

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**Professional Services Agreement as Required by
Federal Aviation Administration Airport Improvement Program (AIP-27) Grant
Funding Program**

- On March 14, 2016, the Nampa Airport Commission recommended that City Council authorize Airport Staff to submit grant applications and sponsor certifications to the Federal Aviation Administration (FAA) for Airport Improvement Program (AIP) grant funding
- Staff has received preliminary approval from the FAA of its grant application and sponsor certifications for AIP-27, for the planning portion of the Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone
 - The project is anticipated to begin in April 2016; completion is estimated in July 2016
- The total anticipated project cost is \$67,926.22 (*pending FAA final approval*)
 - FAA grant is 90% \$61,133.00
 - State grant is 2.5% \$ 1,698.30
 - City match is 7.5% \$ 5,094.92
- As part of the AIP grant funding process, the FAA requires a Professional Services Agreement be put in place
- J-U-B Engineers, Inc., was selected in March 2014 to provide engineering services at the Nampa Municipal Airport for the next five years
- On March 14, 2016, the Nampa Airport Commission met to review the Professional Services Agreement with J-U-B for engineering assistance in the amount of \$62,926.22 (see Attachment A)
- The Commission moved to recommend that City Council authorize the Mayor to sign the Professional Services Agreement with J-U-B

REQUEST: Authorize Mayor to Sign Professional Services Agreement with J-U-B Engineers, Inc., for Engineering Services as Required by the Federal Aviation Administration Airport Improvement Program (AIP-27) Grant Funding Program

**AGREEMENT FOR PROFESSIONAL SERVICES
FY 2016 Nampa Municipal Airport, A.I.P. 3-16-0043-027
Nampa, Idaho**

THIS AGREEMENT is made as of the 14th day of March 14, 2016 by and between, CITY OF NAMPA, IDAHO hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 250 So. Beechwood Avenue, Boise, Idaho, 83709, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to make certain improvements and/or modifications to the Nampa Municipal Airport consisting of the following:

Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ).

Hereinafter referred to as the PROJECT:

WITNESSETH

For and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**ARTICLE 1
J-U-B'S SERVICES**

1.01 BASIC SERVICES

J-U-B agrees to perform or furnish professional engineering and planning services in relation to the PROJECT, including normal civil engineering services related thereto, as set forth in Attachment 1 – Scope of Services consistent with the applicable Standard of Care.

Services are more specifically defined in Attachment 1 – Planning Phase Services.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows:

Initiate Planning Services March, 2016 with completion in August 2016

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

This Agreement shall be effect from March 14, 2016 to November 1, 2016. In the event the services described will not be completed during the term of this Agreement the Agreement shall be amended.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.

**ARTICLE 2
CLIENT'S RESPONSIBILITIES**

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall Furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to his work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT: Legal review of the construction Contract Documents; and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

**ARTICLE 3
J-U-B'S COMPENSATION**

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as follows:

- A. Planning Phase. The CLIENT shall compensate J-U-B for Section 1.01 on the basis of a Lump Sum amount of Sixty Two Thousand Nine Hundred Twenty Six Dollars and Twenty Two Cents (\$62,926.22). See Attachment 2 for a detailed cost breakdown.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, payroll burden and general and administrative overhead, and out-of-pocket expense, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL SERVICES

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a supplemental agreement. These additional services are to be performed or furnished by J-U-B only upon written authorization by the CLIENT.

3.03 COMPENSATION ADJUSTMENT

It is agreed by the parties hereto that the contract amounts as shown in Sections 3.01 have been calculated on the stipulation that the CLIENT will authorize J-U-B to proceed with all of these above-said services within six (6) months from the date of this AGREEMENT. Pending FAA approval for AIP eligibility, it is also agreed that the costs of those services, in whole or in part, that have not been authorized by the CLIENT for performance by J-U-B within said period, shall be adjusted to allow for changes in the costs, as measured by the percentage increase as set forth in the Department of Labor National Average Costs of Living Index over the previous twelve (12) months.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of J-U-B's submittal of a monthly statement. Any monies not paid after 30 days when due under this AGREEMENT shall bear a finance charge at the rate of one percent (1%) per month on the balance, until paid.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. If the PROJECT is delayed, or if J-U-B's service for the PROJECT is delayed or suspended for more than three (3) months for reasons beyond J-U-B's control, J-U-B may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate J-U-B in accordance with the termination provisions contained hereafter in this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Reuse of any of the above-said documents by the CLIENT on extensions of this PROJECT or on any other project without written permission of J-U-B shall be at the CLIENT'S risk, and the CLIENT agrees to defend, indemnify, and hold harmless J-U-B from all claims, damages, and expenses including attorney's

fees arising out of such unauthorized reuse of said documents by the CLIENT or by others acting through the CLIENT.

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer his duties under this Agreement without the written consent of the other.

4.03 TERMINATION (2 CFR §200 Appendix II (B))

The CLIENT and J-U-B reserve the right to terminate this Agreement at any time, upon a seven (7) days written notice, should any of the following events occur:

- A. The CLIENT may, by written notice, terminate this contract in whole or in part at any time, either for the convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the CLIENT.
- B. If the termination is for the convenience of the CLIENT, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- C. If the termination is due to failure to fulfill the J-U-B's obligations, the CLIENT may take over the work and prosecute the same to completion by contract or otherwise. In such case J-U-B is liable to the CLIENT for any additional cost occasioned to the CLIENT thereby.
- D. If, after notice of termination for failure to fulfill contract obligations, it is determined that J-U-B had not so failed, the termination will be deemed to have been effected for the convenience of the CLIENT. In such event, adjustment in the contract price will be made as provided in paragraph B of this clause.
- E. If the CLIENT fails to make regular progress payments for work completed.

The rights and remedies of the CLIENT provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

The drawings, specifications, reports, and related project documents shall become the property of the CLIENT.

4.04 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions,

J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

- F. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 411 3rd Street South, Nampa, Idaho 250 and to J-U-B at 250 So. Beechwood Avenue, Boise, Idaho, 83709. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Click here to enter text.

4.05 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

This provision is required in all contracts that exceed the simplified acquisition threshold, presently set at \$100,000.

Any violation or breach of terms of this contract on the part of J-U-B or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4.06 MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the PROJECT or following the completion of the PROJECT, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this AGREEMENT or the PROJECT, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the PROJECT, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the PROJECT, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

This Contract shall be governed by and interpreted under the laws of the State of Idaho. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the form, venue and jurisdiction in that particular action shall be in Canyon County, Idaho.

4.07 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

**ARTICLE 5
SPECIAL PROVISIONS**

5.01 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$2,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 5.01D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 5.01D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of One Million Dollars (\$1,000,000). Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

5.02 CERTIFICATION OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 - 1. employ or retain, or agree to employ or retain, any firm or persons; or
 - 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.03 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds himself, his partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon written consent of the CLIENT.

ARTICLE 6 FEDERAL ASSURANCES

6.01 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the CLIENT or its transferee for the period during which Federal assistance is extended to the airport.

This provision binds the J-U-B from the selection period through the completion of the contract.

6.02 CIVIL RIGHTS TITLE VI ASSURANCES

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI list of Pertinent Nondiscrimination Statutes and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the Non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it, or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the Interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

6.03 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

- A. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises (DBE), as defined in 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR, Part 26, apply to this Agreement.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

6.04 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6.05 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6.06 RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the CLIENT of the Federal grant under which this contract is executed.

6.07 TRADE RESTRICTION CLAUSE (49 CFR Part 30)

J-U-B or its subconsultants, by submission of an offer and/or execution of a contract, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant or subconsultant who is unable to certify to the above. If J-U-B knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the CLIENT cancellation of the contract at no cost to the Government.

Further, J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. J-U-B may rely on the certification of a prospective consultant unless it has knowledge that the certification is erroneous.

J-U-B shall provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B agrees to provide written notice to the CLIENT if, at any time, it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the CLIENT, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

6.08 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where J-U-B or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

6.09 OCCUPATIONAL HEALTH ACT OF 1970

J-U-B shall comply with the provisions of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

6.10 FEDERAL FAIR LABOR STANDARDS ACT

J-U-B shall comply with the provisions of the Federal Fair Labor Standards Act (29 USC 201).

6.11 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within the J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

6.12 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

City of Nampa, Idaho

BY: _____

Name: _____

Title: _____

ATTEST

Name: _____

Title: _____



J-U-B:

J-U-B ENGINEERS, Inc.

By: Chuck A. Larson For

Name: Chuck A. Larson, P.E.

Title: Chairman

ATTEST

Name: Thomas K. Lemminger

Title: SENIOR PROJECT MANAGER

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- Attachment 1 - Scope of Services
- Attachment 2 - Fee Breakdown
- Exhibit A - Construction Phase Services

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____



Attachment 1
Exhibit A – Planning Phase Services

Scope of Work for Planning Document
for Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection
Zone (RPZ)
Nampa Municipal Airport
Prepared October 30, 2015 and Revised December, 2015

This Scope of Services is for the completion of a planning document to evaluate the land acquisition of a parcel connected to the Runway Protection Zone (RPZ) for Runway 11 at the Nampa Municipal Airport. The subject parcel encompasses approximately 7 acres and is located immediately southwest of the intersection of Garrity Boulevard and N. Kings Road in Nampa, Idaho. The subject parcel is defined as Canyon County Parcel No. R14285549AO.

This scope of work includes the preparation of a planning level document that will include a preliminary evaluation of existing site conditions, a Runway Protection Zone (RPZ) alternative analysis, a preliminary title report and real estate market analysis for the subject parcel.

This scope of work includes a Phase I Environmental Site Assessment to confirm whether or not there are suspected contaminants on the property. Any required Phase II work, based on the findings of the Phase I site assessment, is outside the scope of this work plan and will be negotiated under a separate contract.

Task 1 – Project Management

Perform coordination with project team, the owner, the FAA and other applicable agencies. This Scope of Services assumes participation in a project kickoff meeting and coordination with FAA staff for their review and approval of the planning document.

Prepare monthly invoices for work completed during the period invoiced. Provide a summary of the work completed during the invoice period. J-U-B will prepare Request for Reimbursement (RFR) paperwork for the FAA and Quarterly Reports as needed and as required by the FAA.

Task 2 – Resource Evaluation

Conduct a preliminary environmental resource evaluation for the subject parcel. This evaluation will describe the existing known conditions of the project area. A Phase I Site Assessment will be performed to determine whether there are suspected contaminants on the property. This scope assumes that no wetland delineation will be performed and that any required Phase II work is outside of this scope of work.

Task 3 – Cultural Resource Survey

J-U-B will coordinate with a cultural subconsultant to perform a cultural resource survey. The subconsultant will prepare a draft cultural resource report for the Airport and the subject parcel. J-U-B will review the draft report and coordinate with the FAA regarding coordination with the Idaho State Historic Preservation Office.

Task 4 – Obtain Preliminary Title Report

Obtain a Preliminary, non-insured Title Report or Lot Book Report. The Consultant will pay for any fees required to obtain the Report. The purpose of the report is to document ownership, vesting and detail regarding anything recorded against the property. At a minimum the report will include the following items:

- Legal Description of the property including property interest in common areas, exclusive or non-exclusive easements.
- Outstanding property tax information.
- Mortgage Liens.
- Easements recorded against the property.

Task 5 – Topographic and Boundary Survey

Perform a topographic and boundary survey or existing condition survey. Survey will determine boundary lines, location of the main building including improvements, location of ancillary buildings, power poles, the identification of easements or encroachments including access rights by service companies such as water, gas, telephone, railways and other utilities.

Task 6 – RPZ Alternative Analysis

Perform an RPZ Alternative Analysis per the requirements of the FAA Regional Office (RO) and Helena Airport District Office (ADO). Coordinate with the FAA in completing the "Runway Protection Zone-Alternative Analysis" to document, arbitrate (as required) and receive approval for the relocation of the Kings Road/Garrity Road intersection within the Runway 11 RPZ. The relocation is a modified land use within the RPZ and therefore requires completion of this document for approval. The alternative analysis will identify and document a full range of alternatives for the intersection in an effort to minimize the impact of land use in the RPZ. Documentation of these alternatives will include:

- A description of each alternative including a narrative discussion and exhibits depicting the alternative.
- Full cost estimate associated with each alternative.
- A practicability assessment based on the feasibility of the alternative in terms of cost, constructability and other factors.
- Identification of the preferred alternative that would meet the project purpose and need while minimizing risk associated with the location within the RPZ.
- Identification of all Federal, State and local transportation agencies involved or interested in the issue.
- Analysis of the specific portion(s) and percentages of the RPZ affected, drawing a clear distinction between the RPZ Central Portion versus the Controlled Activity Area, and delineating the distance from the runway end and runway landing threshold.
- Analysis of sponsor control of the land within the RPZ.

Task 7– Environmental Review of RPZ Alternative Analysis

Perform a preliminary environmental review of the RPZ alternative analysis report. J-U-B staff will use the information obtained during the biological assessment, the cultural resource survey and the Phase 1 Environmental Site Assessment to identify critical environmental resources that may exist within and

adjacent to the project area. A report will be generated to summarize known environmental resources and potential impacts associated with the alternatives evaluated in the RPZ analysis. This task does not include a full environmental evaluation meeting the requirements of FAA Order 1050.1f. This scope assumes that an environmental evaluation will be required prior to the land acquisition and that the environmental evaluation is outside of this scope of work.

Task 8 – Real Estate Market Analysis

Perform a real estate market analysis of the property. The analysis will be used to determine the amount of acres that will need to be purchased and the cost of the acreage that will be needed. To determine the size and cost of the property the following tasks will need to be performed:

- Determine the jurisdiction of the property (i.e. is it within the City limits of Nampa or is it in Canyon County).
- Determine the current and future zoning of the property.
- Based on the Jurisdiction of the property and associated annexation possibilities determine if the property can be split and what the minimum property size requirements might be.
- Determine from the City of Nampa engineering Department the requirements or chance for providing access to possible segmented portions.
- Based on findings utilize comparables to determine a real estate market cost estimate for the property.
- Perform a discussion and analysis for anticipated future land uses required as a result of alterations of existing land uses within Runway 11 RPZ. Provide a brief description of the existing Runway 11 land use controls including in-place zoning.

Task 9 – Public Involvement

J-U-B will provide a Public Involvement Specialist to perform the following services concerning the land purchase:

- Coordinate with and meet with the property owner to explain how the FAA land procurement process works. Specialist may assist in a determination of property owner's attitude toward the sale based on the process.
- Coordinate with the land owner prior to Consultants or City officials entering the property.
- Coordinate with City officials including Airport Manager, City of Nampa Public Works Director, and Airport Advisory Board.
- Coordinate with the City Council of Nampa by appearing in two City Council meetings as needed.
- Coordinate one public meeting discussing changes within the RPZ including the relocation of road intersections and associated resulting structure and /or business relocations.

Attachment 2
 Land Acquisition for Runway 11 RPZ- Planning Phase
 Nampa Municipal Airport
 10-15-XXX
 October 29, 2015

ENGINEER'S PERSON DAY ESTIMATE

TASK NO	PROJECT TASK	Project Manager		Project Engineer		Environ. Lead		Wildlife Biologist		Public Inv. Specialist		EIT Designer		QC Manager		Survey Manager		Survey Technician		Survey Crew		TOTAL HRS	DIRECT COSTS	
		\$59.27	\$50.38	\$40.12	\$41.15	\$44.27	\$25.43	\$58.83	\$39.79	\$25.97	\$39.79	\$23.49	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00			
1.	PROJECT MANAGEMENT	20	18	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	\$2,573.68	
2.	RESOURCE EVALUATION	4	2	22	32	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	70	\$2,791.58	
3.	CULTURAL RESOURCE SURVEY	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$320.96	
4.	OBTAIN PRELIMINARY TITLE REPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$159.16	
5.	TOPO AND BOUNDARY SURVEYS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$159.16	
6.	RPZ ALTERNATIVE ANALYSIS	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	88	\$2,399.48	
7.	ENVIRON. REVIEW OF RPZ ALTERNATIVE ANAL.	0	0	12	8	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	68	\$2,047.16	
8.	REAL ESTATE MARKET ANALYSIS	8	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	\$1,068.02	
9.	PUBLIC INVOLVEMENT	8	2	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	\$1,209.66	
Labor Subtotal		46	28	62	40	44	70	8	8	26	42	32	8	406	\$15,498.08									
Direct Overhead																								182.99%
Fixed Fee																								15.00%
Total Labor + Overhead + Fixed Fee																								\$6,578.70
EXPENSES:																								\$50,436.72

Travel:	Per Unit	Air		Ground		Trip		Markup
		Trips	Miles	Trips	Miles	Days	Miles	
Air Travel	\$300.00	2						1.0
Mileage	\$0.575		10	10	30			1.0
Meals/Lodging	\$156.00	0		2				1.0
Misc. expenses:								
POSTAGE								
PRINTING								
TITLE REPORT								
Subconsultants								
Phase I Site Assessment								1.0
Cultural Resource Survey								1.0
Real Estate Appraiser								1.0
Subtotal - Labor + Overhead + Fixed Fee								\$5,000.00
Subtotal - Expenses								\$3,500.00
Subtotal - Subconsultants								\$2,500.00
Total - Environmental Document								\$50,436.72
								\$1,489.50
								\$11,000.00
								\$62,926.22



PLANNING & ZONING DEPARTMENT

Before the Mayor & City Council
Meeting of 21 MARCH 2016

PUBLIC HEARING ITEM NO. 1 STAFF REPORT

Analyst: Robert Hobbs

Applicant(s):

Mike Mussell as Applicant and representative on behalf of Ruben's Auto Body, Owyhee Sheet Metal and in the interest of the Old Nampa Library

File(s): REZ 2121-16 (x. ref – file/case no. CUP 2122-16)

Requested Action Approval(s)

/Recommendation(s)/and Property Location(s):

1. **Rezone of Land from DH (Downtown Historic) Zone to DV (Downtown Village)**
[Decision required]

In Order To:

[per application] "allow Auto Body Repair [and alignment], an [off-site] Storage building, and, Off-Street Parking for the Old Nampa Library Building "

Pertaining to:

A certain assembly of lots and/or parcels addressed as 8 10th Avenue South, 16 10th Avenue South, 1012 1st Street South, and, 1014 1st Street South (comprising a .962 acre or 41,905 sq. ft. portion of the SE ¼ of Section 22, T3N, R2W) – hereinafter, collectively, the "Property"...

History:

In 2005 the City approved rezoning of various properties stretching, generally, from Yale/Northside Boulevard to mid block between 16th and 17th Avenues South and from Front to 4th Street South into three new sub-districts (Downtown Business [DB], Downtown Village [DV] and Downtown Historic [DH]) to define and form a new "Downtown". (The DH Zone corresponds to the old Central Business District (CB), the heart of the City's center.) Since that time, one effort in 2014 to rezone land from DV to DH along 11th west of the new downtown parking garage failed. That application argued that the area proposed for rules change was simply, by nature of the buildings therein and the new parking garage built in the DH Zone alongside, really historical in character or appearance. Counter argument recognized the

difference in architecture from the traditional downtown structures largely east of the properties proposed of rezoning, but still noted the land and buildings thereon as historical -- just more contemporary in design. Some resistance has been perceived in the past to exist to change the Downtown zones' fairly symmetrical boundaries given the nature of the concept plan's area development plans that gave origin to the zones themselves. Staff does not fully hold to that concept but believes the DV and DH Zones' boundaries should be more specific to existing building types on properties within their confines, as well as housing land to be geared toward a certain form of development (i.e., historical -- or not -- in terms of adopted architectural controls, setback rules, landscaping standards and parking regulations).

The Nampa City Planning and Zoning Commission, during their regularly scheduled public hearing of February 09, 2016, after receiving testimony and reviewing your application, voted to recommend to the City Council that they approve the above referenced rezone request. The Commission made their recommendation contingent on developer/development compliance with the following condition(s):

"Generally:

1. That the Applicant, as Owner/Developer, [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 this application [Project] submittal as accepted, or accepted with required changes, by the City's Council...

Having decided on the rezone question, the Commission subsequently voted to approve the above referenced Conditional Use Permit application request. The Commission made their approval contingent on developer/development compliance with the following condition(s):

Generally:

1. Owner/Applicant 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 this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments, etc.) as the CUP approval does not, and shall not, have the affect of abrogating requirements from those agencies...

Specifically:

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)..."

A copy of the minutes from/of the Planning Zoning Commission's hearing is hereto attached at the end of this report. Testimony provided during the Commission's hearing provided both positive, and limited negative, perspective on the proposed application.

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 APPROXIMATELY .962 ACRES OF LAND REQUESTED TO BE REZONED):

Zoning: Regarding Applicant's Proposed/Desired Rezone Request, Staff finds:

1. Surrounding Zoning:

That City DH zoning encompasses the land north, east and south of the Property, City DV zoning overlays lots to the west of the Property (see attached Vicinity Map); and,

2. Immediately Surrounding Land Uses:

On the west: Roller Drome [alternatively "Rollerdrome"], to the east: Owyhee Sheet Metal (across the alley) and Gym State, to the south: Downtown Fire Station (No. 1) and Pioneer Title, to the north: Graybill Wholesale; and,

3. Reasonable:

That it may be variously argued that consideration for rezoning the Property is reasonable given that: a) the City has received an [acceptable] application to amend its official zoning map by the Property owner; and, b) rezoning is a legally recognized legislative act long sanctioned under American administrative law; and, c) within the City of Nampa, rezoning is a long standing (and code sanctioned) practice; and, d) the Property is eligible by law for rezoning; and, e) that the Property adjoins mixed uses on its sides; and, f) City utility services are available to the Property; and, g) emergency services are available to the Property; and, h) the rezone request is supported by the City's adopted Comprehensive/Master Plan setting of "Downtown"; and, g) it may be argued that there is not much of historical value (e.g., buildings worth preserving) in the current build-out (or lack thereof) of the Property and that a strong probability of the Property re-developing to house structures architecturally designed to appear early 20th Century does not seem to exist given the lack of building momentum in the area immediately surrounding the Property; and,

4. Public Interest:

That Nampa has determined that it is in the public interest to provide commercial development opportunities. 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. General commercial land use types are allowed or allowed with a Conditional Use Permit within the DV Zone. The proposed Auto Body Repair shop is one such use as is the storage proposal (via 10-3-2.B. as an "undefined use" and the automobile stand alone parking lot, again by CUP; and,

5. Promotion of Zoning Purpose(s):

Among the general (and Nampa endorsed) purposes of zoning is to promote orderly, systematic development and patterns thereof which preserve and/or enhance public health, safety and welfare. Included in our zoning regulations, therefore, are development standards governing allowable land uses, building architecture, building setbacks, building heights, provision of parking and service drives, property landscaping, signage controls, street lighting regulations, etc. We find that the Project proposes an ordered development plan meant as an improvement to present Property circumstances – varying details of the same will be, in the future, addressed through the design review and building permit review processes subsequent to any zoning land entitlement; and,

6. Comprehensive Plan:

The currently adopted Comprehensive Plan designates the Property as being within a “Downtown” setting which entertains at least three commercial styled land use districts, to include the DV Zone proposed for imposition on the Property by the Applicant. The Property also lies (at its northeast corner) kitty-corner from an area covered by a setting of “Light Industrial”; and,

7. Services:

Utility and emergency services are or can be made available to the Property. Current fire flow at the location is better than 2,000 gallons per minute per City Engineering...

In summary, the Property may be zoned DV, but nothing forces the Council to do so 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, DV 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 16, 2016] is hereafter attached to this report.

Note: Any relevant, recommended department/agency requirement(s) are customarily imbedded into the recommended Conditions of Approval made a part of this report...

RECOMMENDED CONDITIONS OF APPROVAL

Should the Council vote to approve the requested Rezone, Staff would then suggest that the Council consider imposing the following minimal Condition(s) of Approval against the requested Project/Developer:

Rezone/Development Agreement Related:

Generally:

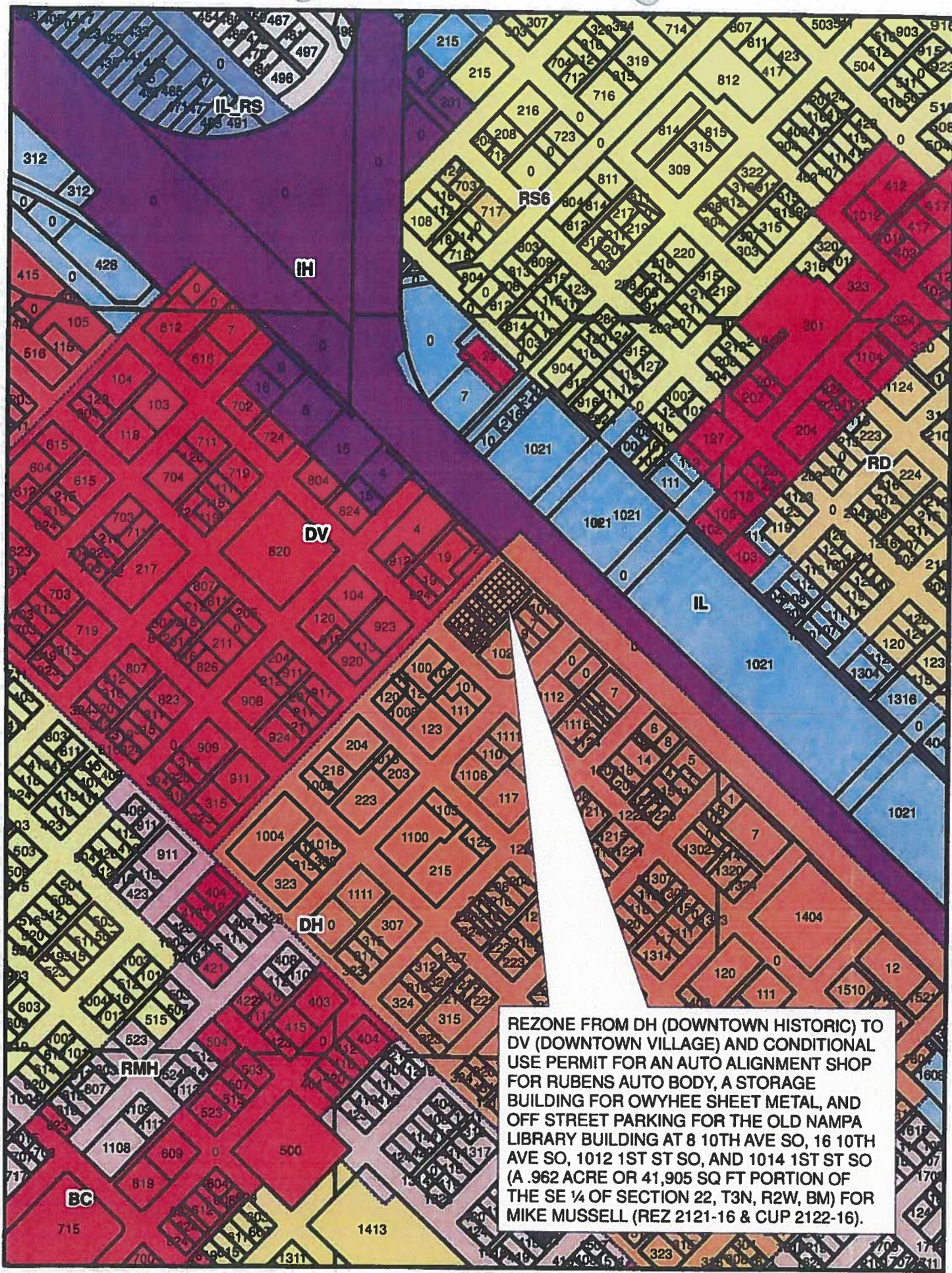
1. [Optional] That the Applicant, as Owner/Developer, [shall] enter into a Development Agreement with the City of Nampa. The Agreement shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as 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 this application [Project] submittal as accepted, or accepted with required changes, by the City's Council...

(The Council will remember that the Commission already imposed conditions against the Conditional Use Permit request [as noted previously in this report] that will be of force and effect if the Council approves the rezone request.)

ATTACHMENTS

- Copy of Vicinity Map
(page/Exhibit 6)
- Copy of Map Amendment (Rezone) application form
(page/Exhibit 7)
- Copy of Conditional Use Permit application form
(page/Exhibit 8)
- Copy of Comprehensive Plan Future Land Use Map depicting Property and surrounds
(page/Exhibit 9)
- Copy of aerial photo of depicting Property and surrounds
(page/Exhibit 10)
- Copy of Property conceptual development plans and aerial photo
(pages/Exhibits 11-15)
- Copy of inter-departmental & any agency/citizen correspondence
(pages/Exhibits 16-24)
- Copy of digital photos of Property, particularly road frontage condition
(pages/Exhibits 25-30)
- Copy of Feb. 09 Commission hearing minutes
(pages/Exhibits 31-35)



REZONE FROM DH (DOWNTOWN HISTORIC) TO DV (DOWNTOWN VILLAGE) 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 SO, 16 10TH AVE SO, 1012 1ST ST SO, AND 1014 1ST ST SO (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 & CUP 2122-16).

2
6



APPLICATION FOR AMENDMENT OF ZONING ORDINANCE OR MAP

City of Nampa, Idaho

2/9/16 PR
ROBERT

7 1/2

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$406.00 (for 1 acre or less), and \$811.00 (for more than 1 acre) for a map amendment; or \$213.00 for a text amendment.

Name of Applicant/Representative: MIKE MUSSELL Phone: 850-7777

Address: 320 11th AVE SO. SUITE 207 City: NAMPA State: IDAHO Zip Code: 83651

Applicant's Interest in property: (circle one) Own Rent Other GROUP OWNED

Owner Name: MIKE MUSSELL Phone: 466-3331

Address: PO BOX 3304 City: NAMPA State: IDA Zip Code: 83651

Address of subject property: 1/2 Block of 16th Ave So. and 1st St. (N.E. Corner)

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the amendment):

Original Legal description of property AND a legible WORD formatted document. (Must have for final recording)
Old or illegible title documents will need to be retyped in a WORD formatted document

Subdivision 22-3N-2W SE. Nampa Lot 34.6 Block 5 Book _____ Page _____

Project Description

State the zoning desired for the subject property: DV with a conditional use permit

State (or attach a letter stating) the zoning amendment desired, text or map, and the reason for the change, together with any other information considered pertinent to the determination of the matter. In the case of a text amendment please attach the full text of the proposed amendment.

See Master Plan, we are proposing a DV zone change from DH
It will include an alignment shop for Rubent Auto Body Storage
for Ocuphee Sheet Metal, and a parking lot for the Old Library

Dated this 4th day of January, 2016

Mike Mussell
Signature of applicant

NOTICE TO APPLICANT

MIKE MUSSELL

This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. In the case of map amendments notice shall also be posted on the premises not less than 1 week prior to the hearings and notices will be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:	
File Number: <u>REZ 2121 - 2016</u>	Project Name: <u>Rezone from DH to DV</u>



Application for Conditional Use Permit

City of Nampa, Idaho

2/19/16 PE
Robert

FD
8

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by the appropriate fee of \$234.00 (1 acre or less) or \$463.00 (more than 1 acre).

Name of Applicant/Representative: Mike Mussell Phone: 850-7777
Address: 320 11th Ave. So, Suite 207 City: Nampa State: Idaho Zip Code: 83651
Applicant's interest in property: (circle one) Own Rent Other Group Owned
Owner Name: Mike Mussell Phone: 466-3331
Address: P.O. Box 3304 City: Nampa State: Idaho Zip Code: 83653

Address of subject property: 1/2 Block of 10th Ave. So and 1st St. (N.E. Corner)

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 CUP):

- 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 22-3N-2W SE. Nampa Lot 24.6 Block 5 Book _____ Page _____
- A sketch drawing of the site and any adjacent property affected, showing all existing and proposed locations of streets, easements, property lines, uses, structures, driveways, pedestrian walks, off-street parking and off-street loading facilities and landscaped areas, preliminary or final building plans and building elevations, together with any other information considered pertinent to the determination of this matter.

Project Description

State (or attach a letter stating) the reason for the proposed Conditional Use Permit: Would like to clean up entire 1/2 block. See plan for details, current plan does not allow

Length of time requested for the Conditional Use Permit: _____ Months and/or per month Years.

Date conditional use is expected to begin after permit is granted: _____ / _____ / _____ 6 months or sooner
Please note: Conditional use permits expire if not used within six (6) months after granting.

Dated this 4th day of January, 20 16
Mike Mussell
Signature of applicant

Notice to Applicant

MIKE MUSSELL

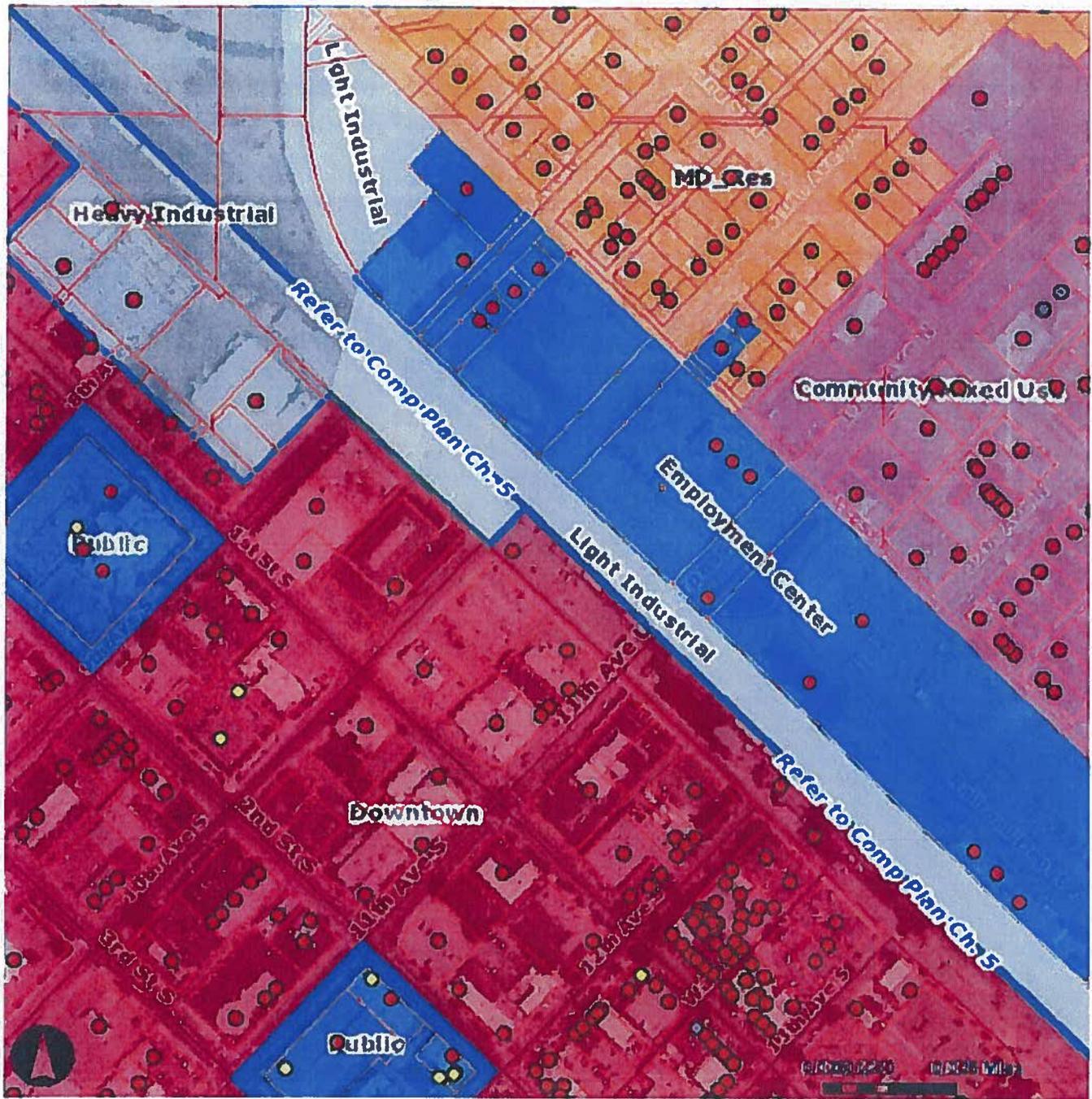
This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and it shall be granted or denied. Notice of public hearing must be published in the Idaho Press-Tribune 15 days prior to said hearing. Notice shall also be posted on the premises not less than 1 week prior to the hearing. Hearing 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 hearing and should be present to answer any questions.

If a Conditional Use Permit is granted by the Planning Commission it shall not become effective until after an elapsed period of 15 days from the date of Planning Commission action. During this time any interested person may appeal the action to the City Council. You will be notified of any pending appeals.

If the conditional use permit is denied by the Planning Commission, you may appeal the decision to the City Council within 15 days from the date such action is taken by the Planning Commission. At the time the Conditional use permit becomes effective you will be sent a document which constitutes an official "Conditional Use Permit". This document will enumerate the conditions attached to the issuance of the permit and state the consequences of failure to comply.

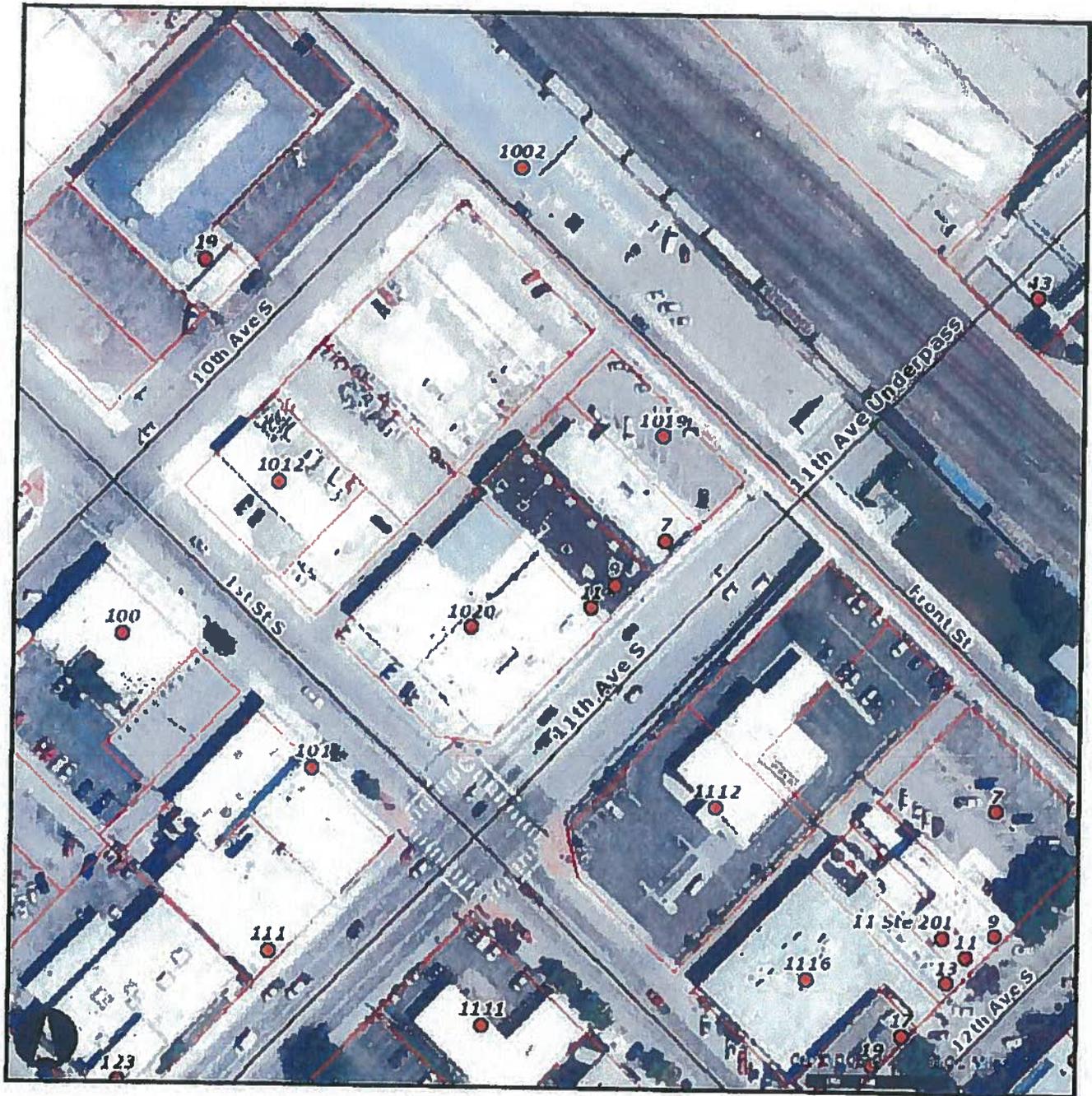
For Office Use Only:	
File Number: CUP <u>2102</u> -20 <u>16</u>	Project Name: <u>Alignment Shop, Storage + Parking Lot</u>

HA
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10

Map

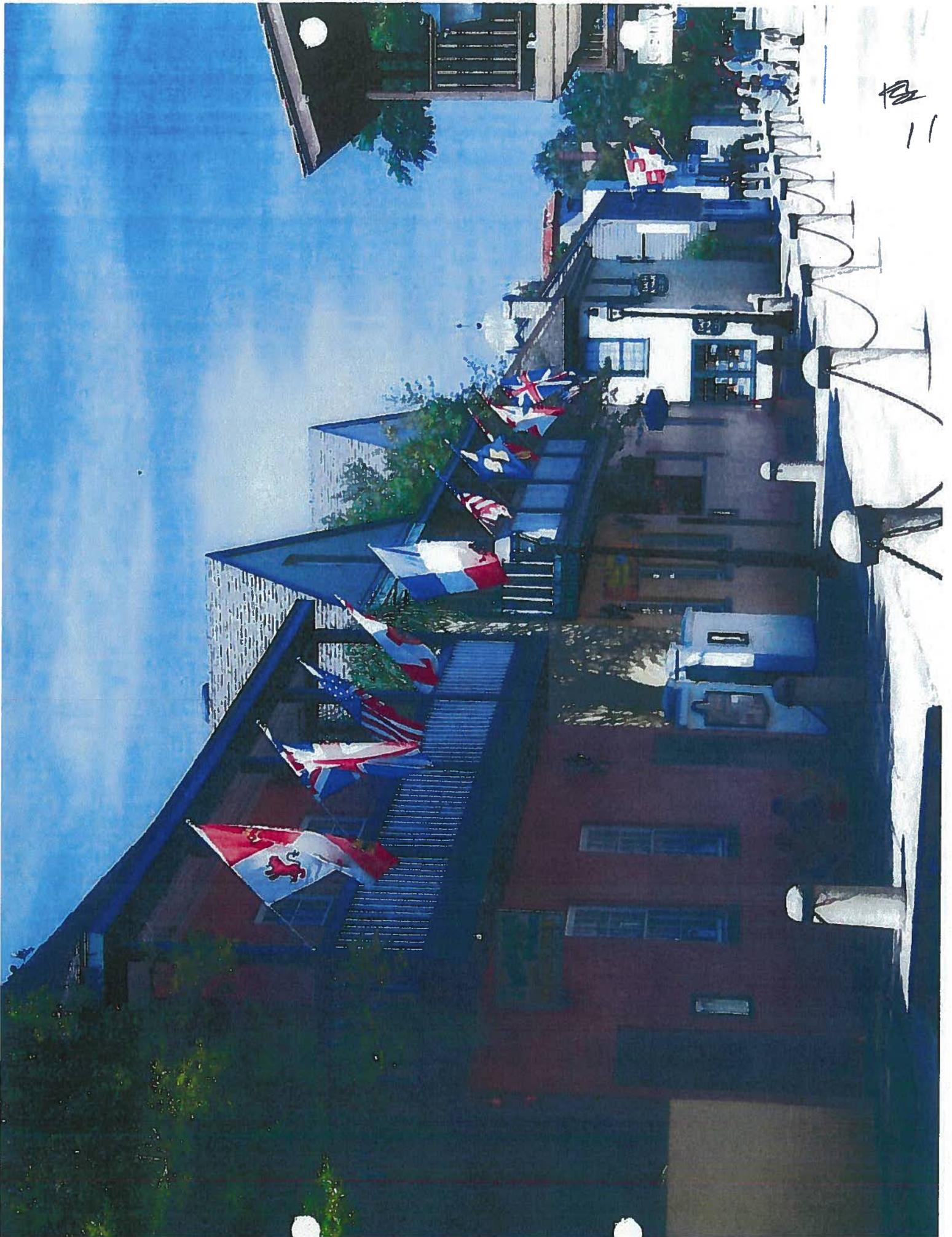


Address Points

- Active
- Hold
- Proposed
- Retired
- Other

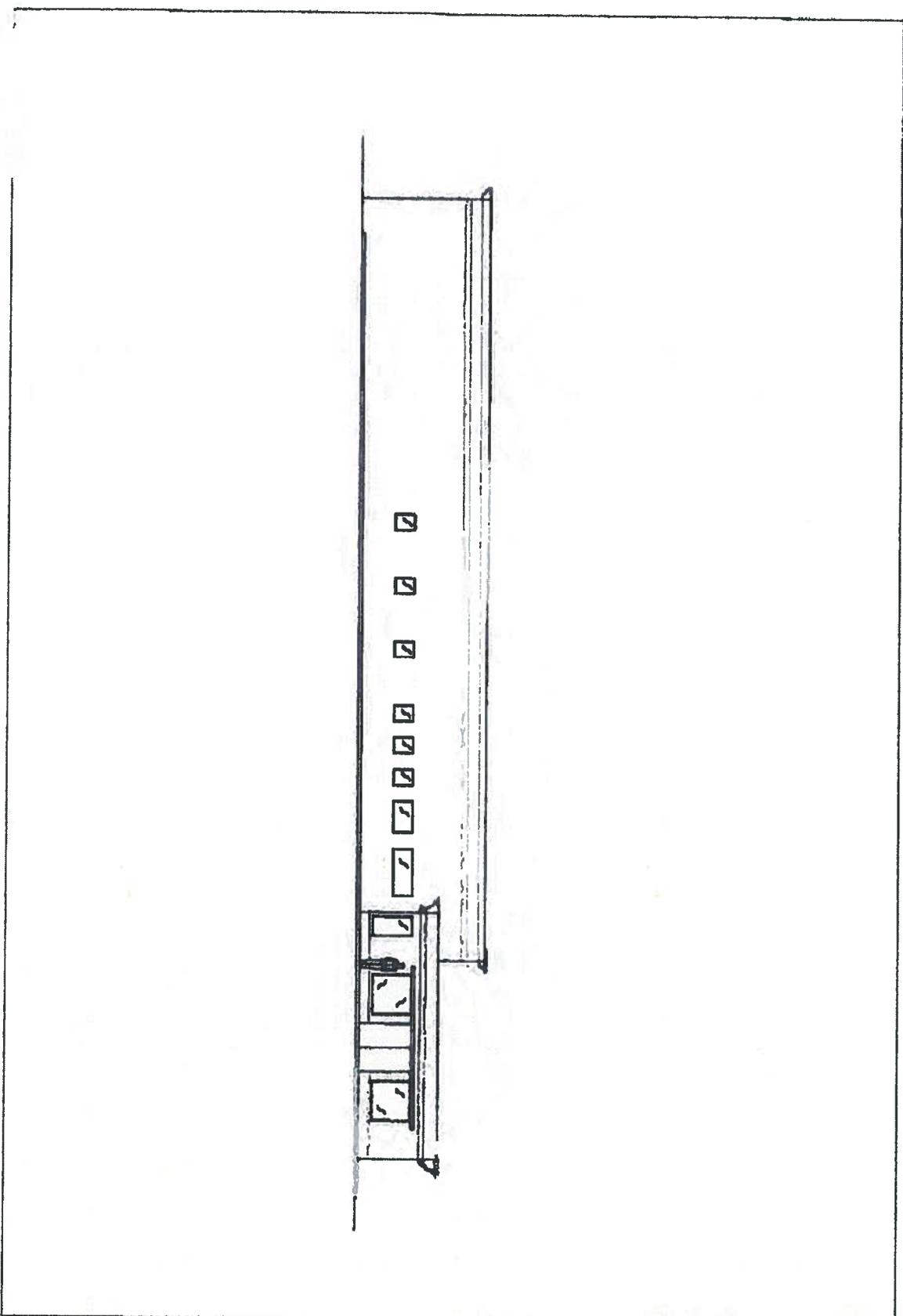
County Parcels





11

12

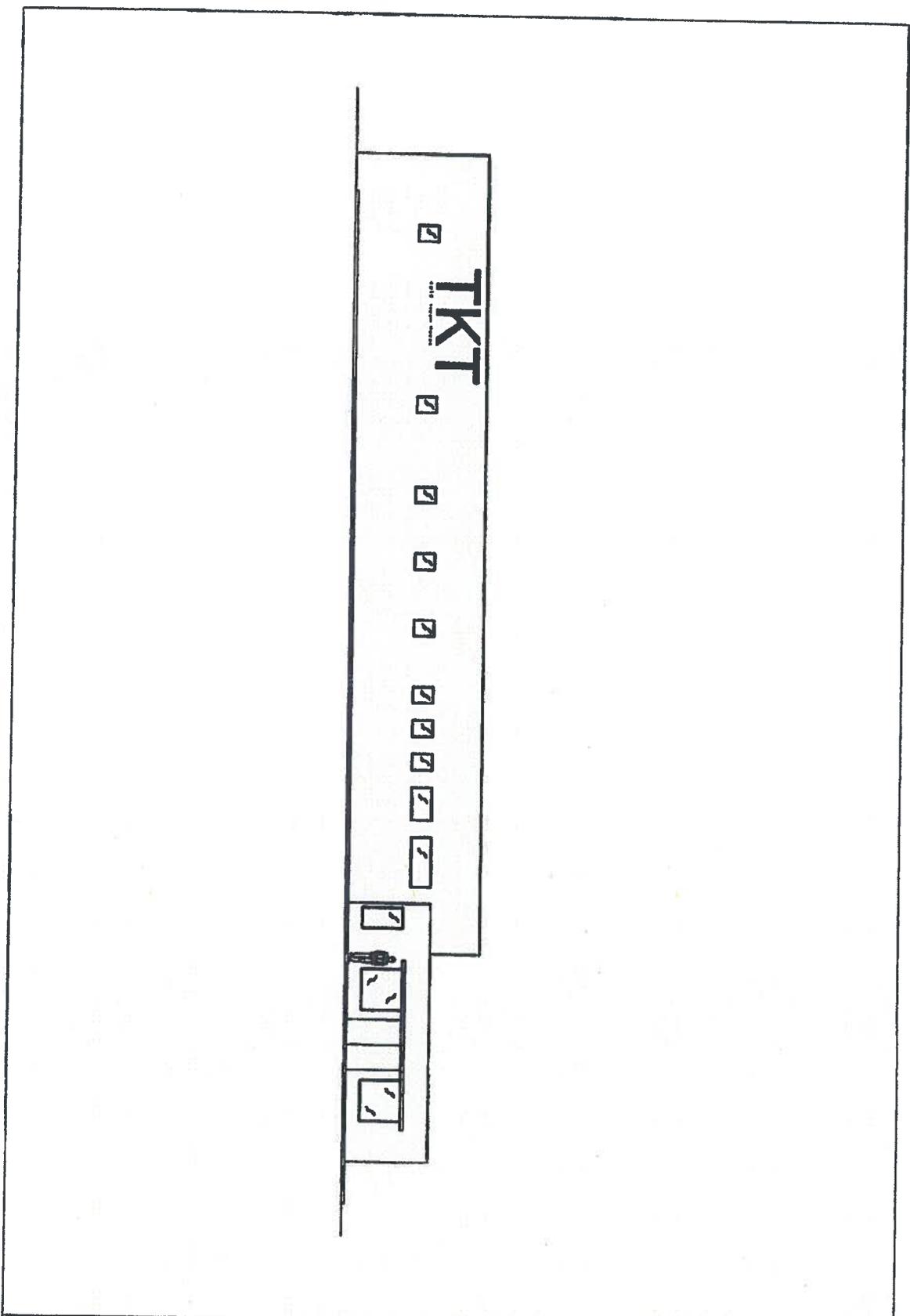


Floor Plan

TKT Unlimited

 **MUSSELL**
CONSTRUCTION INC
PO Box 3304
Nampa, ID 83653
Phone: (208) 468-3331

13

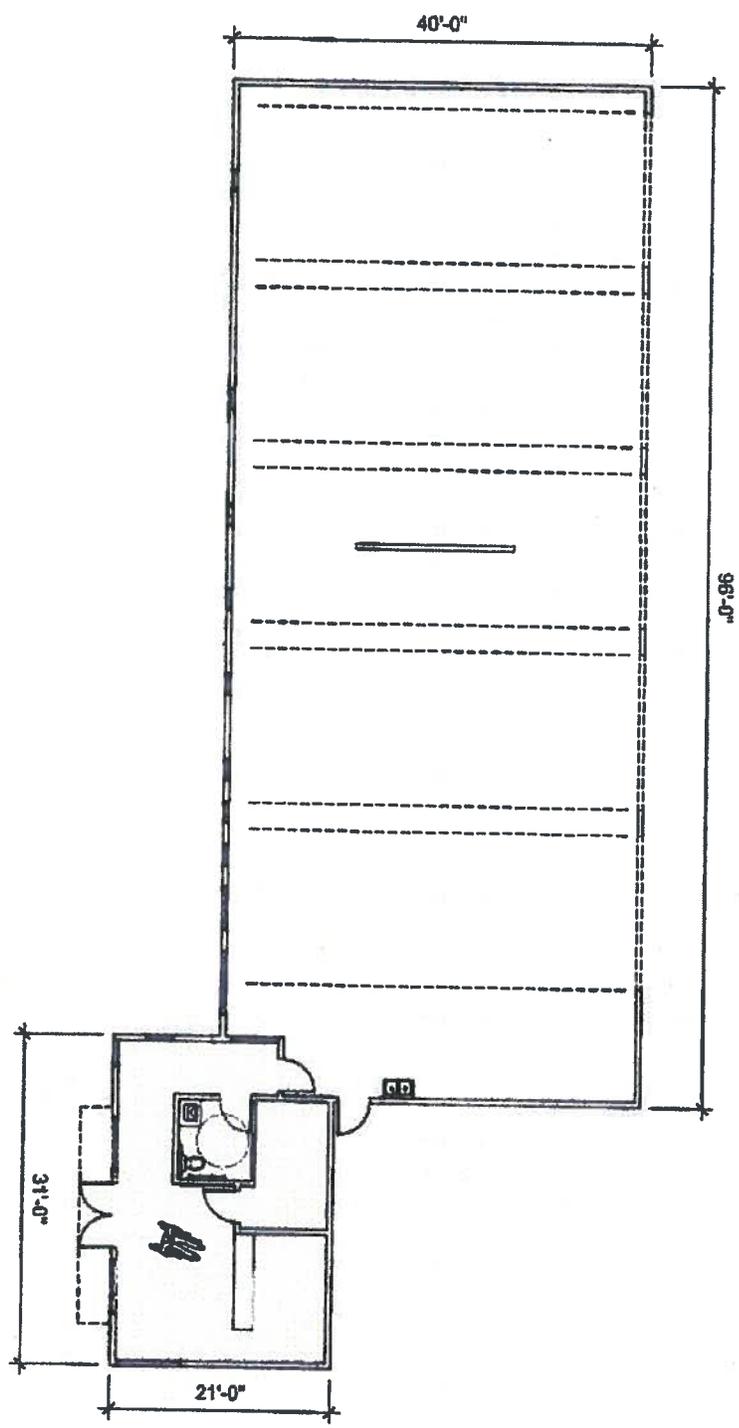


Elevation

TKT Unlimited

 **MUSSELL**
CONSTRUCTION INC
PO Box 3304
Nampa, ID 83853
Phone: (208) 488-3331

PKG
14

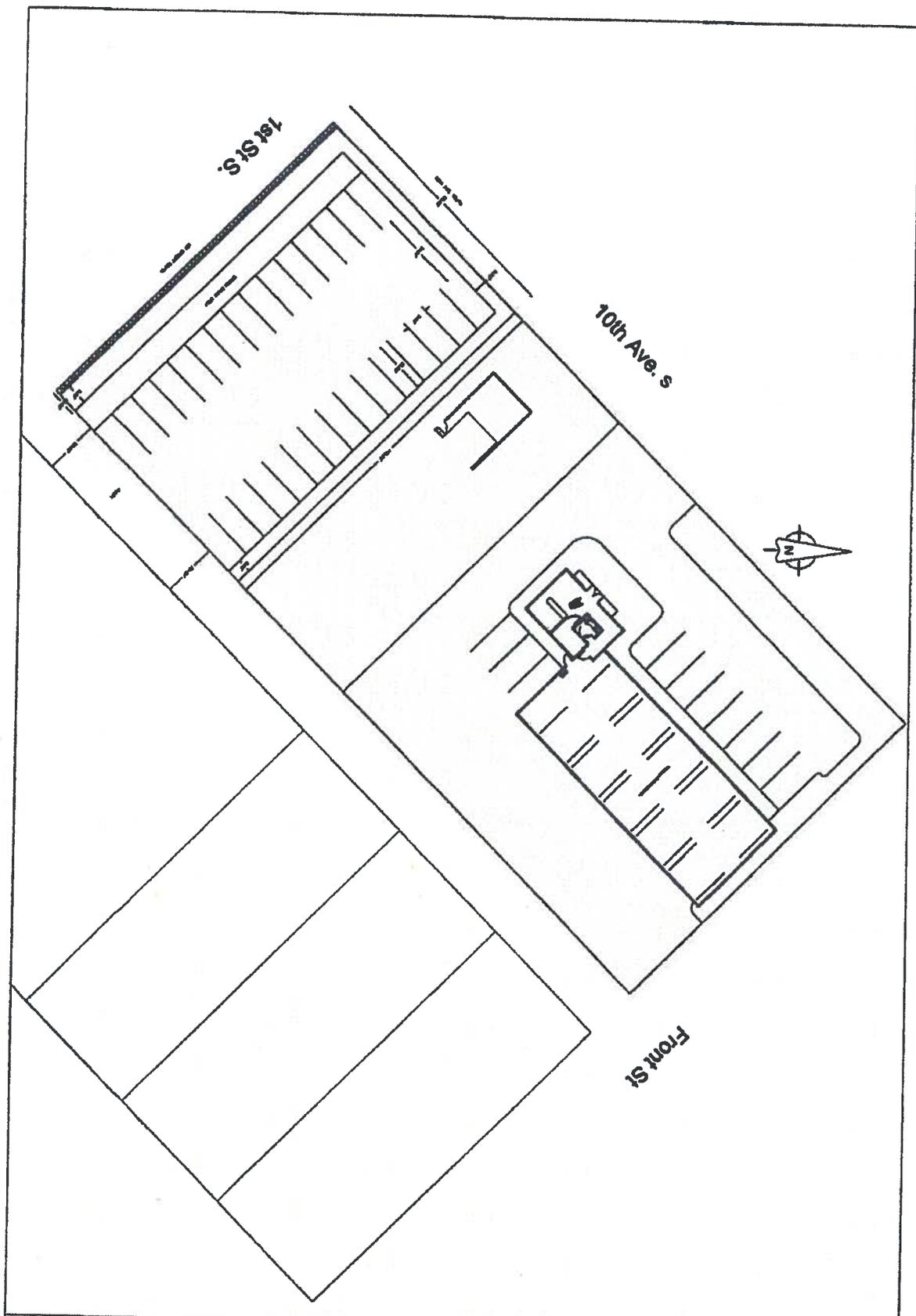


Floor Plan

TKT Unlimited

 **MUSSELL**
CONSTRUCTION INC
PO Box 3304
Nampa, ID 83853
Phone: (208) 468-3331

15



Site Plan	TKT Unlimited	 PO Box 3304 Nampa, ID 83853 Phone: (208) 486-3331
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Memorandum

~~16~~
16

To: Planning and Zoning

Cc: Daniel Badger, P. E., Staff Engineer

Cc: Michael Fuss, P. E., MBA, Nampa City Public Works Director

From: Jim Brooks – Engineering Division

Date: January 12, 2016

Re: Rezone request DH to DV

Applicant: Mike Mussell

Addresses: 8-10th Ave So., 16-10th Ave So., 1012-1st St. So., and 1014-1st St. So.

REZ2121-16 for February 9, 2016 Planning & Zoning Meeting

Current fire flow at this location is better than 2,000 GPM from 12" main in Front Street.

Applicant is desirous to have parcel rezoned in conjunction with a Conditional Use Permit (CUP22122-16) to allow for –

- Automotive alignment shop for Rubens Auto Body
- Storage for Owyhee Sheet Metal
- Parking for the old Nampa Library.

The Engineering Division does not oppose the granting of this rezone request.

Memorandum

17

To: Planning and Zoning
Cc: Daniel Badger, P. E., Staff Engineer
Cc: Michael Fuss, P. E., MBA, Nampa City Public Works Director
From: Jim Brooks – Engineering Division
Date: January 12, 2016
Re: Conditional Use Permit-Alignment Shop for Ruben's Body Shop
Applicant: Mike Mussell
Addresses: 8-10th Ave So., 16-10th Ave So., 1012-1st St. So., and 1014-1st St. So.

CUP2122-16 for February 9, 2016 Planning & Zoning Meeting

Current fire flow at this location is better than 2,000 GPM from 12" main in Front Street.

Application is for a Conditional Use Permit (CUP22122-16) to allow for –

- Automotive alignment shop for Rubens Auto Body
- Storage for Owyhee Sheet Metal
- Parking for the old Nampa Library.

The Engineering Division does not oppose the granting of this conditional use permit request with the conditions that will be required at time of application and issuance of a building or site improvement permit.

Shellie Lopez

From: Neil Jones
Sent: Thursday, January 28, 2016 7:11 AM
To: Shellie Lopez
Subject: RE: REZ 2121 - 16 Rezone from DH to DV & CUP 2122 - 16 for an Alignment shop, Storage and a parking lot - Mike Mussell

Categories: P & Z

Building Department has no conditions.

Neil Jones
Assistant Building Official

From: Shellie Lopez
Sent: Friday, January 08, 2016 4:54 PM
To: Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Carl Miller <CMiller@compassidaho.org>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooks@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; Marlen Salinas <salinasm@cityofnampa.us>; Michael Fuss <fussm@cityofnampa.us>; Neil Jones <jonesn@cityofnampa.us>; Patrick Sullivan <sullivanw@cityofnampa.us>; Ray Rice <ricer@cityofnampa.us>; Robin Collins <collinsrr@cityofnampa.us>; Sylvia Mackrill <mackrill@cityofnampa.us>; Tina Fuller <tfuller@compassidaho.org>; Tom Laws <tlaws@compassidaho.org>; Vickie Holbrook <holbrookv@cityofnampa.us>
Subject: REZ 2121 - 16 Rezone from DH to DV & CUP 2122 - 16 for an Alignment shop, Storage and a parking lot - Mike Mussell

REZ 2121 - 16 & CUP 2122 - 16:

Mike Mussell has requested a rezone from DH (Downtown Historic Subdistrict) zoning designation to DV (Downtown Village Subdistrict) for the properties located at 8 10th Ave So., 16 10th Ave So., 1012 1st St. So. and 1014 1st St. So., ½ blk of 10th Ave. So. & 1st St. So. (N.E. Corner 22-3N-2W SE) lots 2, 4 and 6 of Block 5. Mike has also requested a Conditional Use Permit.

The applicant states the rezone is requested in order to allow (with a Conditional Use Permit) an Alignment shop for Rubens Auto Body, Storage for Owyhee Sheet Metal and a parking lot for the old library.

The Rezone and Conditional Use Permit will go before the Planning and Zoning Commission as a public hearing item on the February 09, 2016 agenda.

Please review and forward any comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us).

Thank you & Have a great weekend!

Shellie A. Lopez

Shellie Lopez

CIP-2122-16 + Per 2121-16

From: Jonathan Cortez
Sent: Tuesday, January 12, 2016 3:29 PM
To: Shellie Lopez
Subject: P&Z inspection 8 10th Ave South

19

No current code violations observed.

Thanks,

Jonathan

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.

Shellie Lopez

JCL
MIP: 2182-16 + Per 2/21/16 *JL*

From: Jonathan Cortez
Sent: Tuesday, January 12, 2016 2:59 PM
To: Shellie Lopez
Subject: P&Z inspection 16 10th Ave South

No code violations currently observed.

Thanks, Jonathan

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.

Shellie Lopez

CUP 2122-16 + Rez 2121-16 21

From: Jonathan Cortez
Sent: Tuesday, January 12, 2016 4:43 PM
To: Shellie Lopez
Subject: P&Z inspection 1012 1st south

No code violations found at this time.

Thanks,

Jonathan

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.

Shellie Lopez

EA 21
CVP. 2/22.16 + Per 2/21.16

From: Jonathan Cortez
Sent: Tuesday, January 12, 2016 4:45 PM
To: Shellie Lopez
Subject: P&Z inspection 1014 1st st south

No code violations found at this time.

Thanks,

Jonathan

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.

HE 23

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, March 08, 2016 4:08 PM
To: Norm Holm
Subject: REZ 2121-16 & CUP 2122-16

Good Afternoon Norman,

The Nampa Highway District #1 has no objection to the 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 So, 16 10th Ave. So., 1012 1st St. So., And 1014 1st St So. For Mike Mussell as it is not within our jurisdiction.

If you have any questions or comments feel free to contact us.

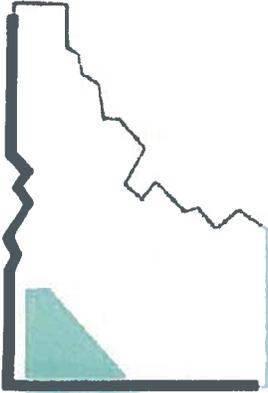
Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation

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ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH

NAMPA, IDAHO 83651-4395

FAX # 208-463-0092

February 9, 2016

Phones: Area Code 208

Norman L. Holm
City of Nampa
411 3rd St.
Nampa, ID 83651

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

RE: REZ2121-16 & CUP2122-16/ 8 & 16 10th Ave. S/ 1012 & 1014 1st St. S

Dear Norm:

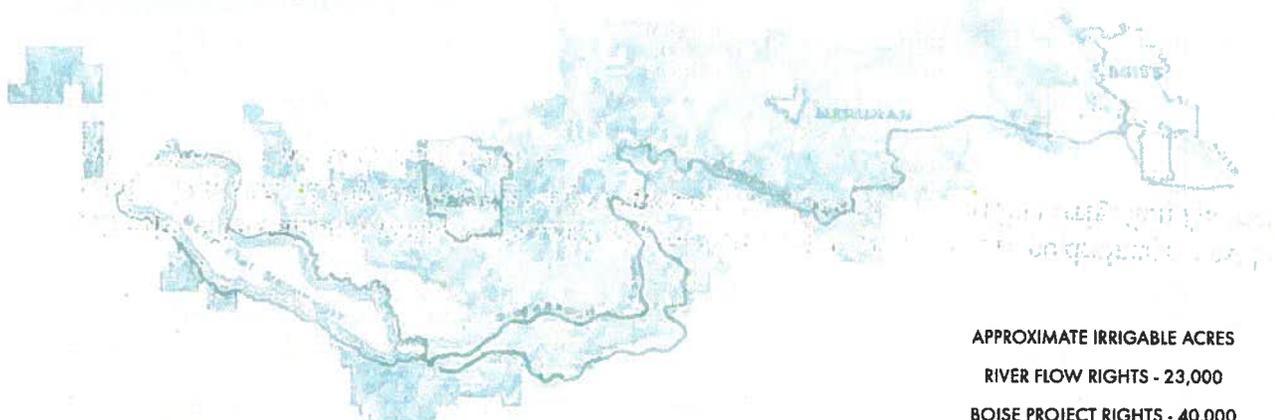
Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application.

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

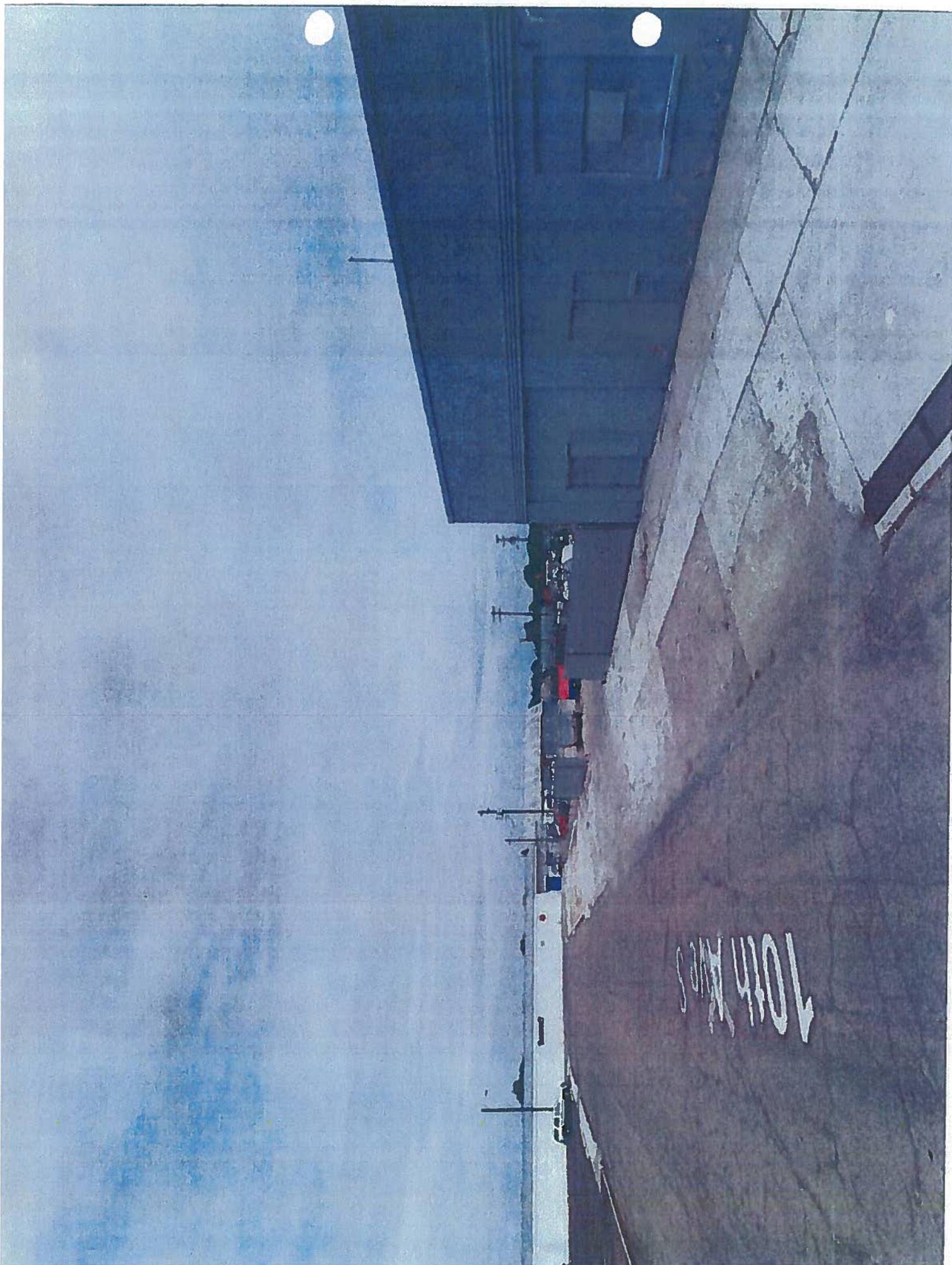


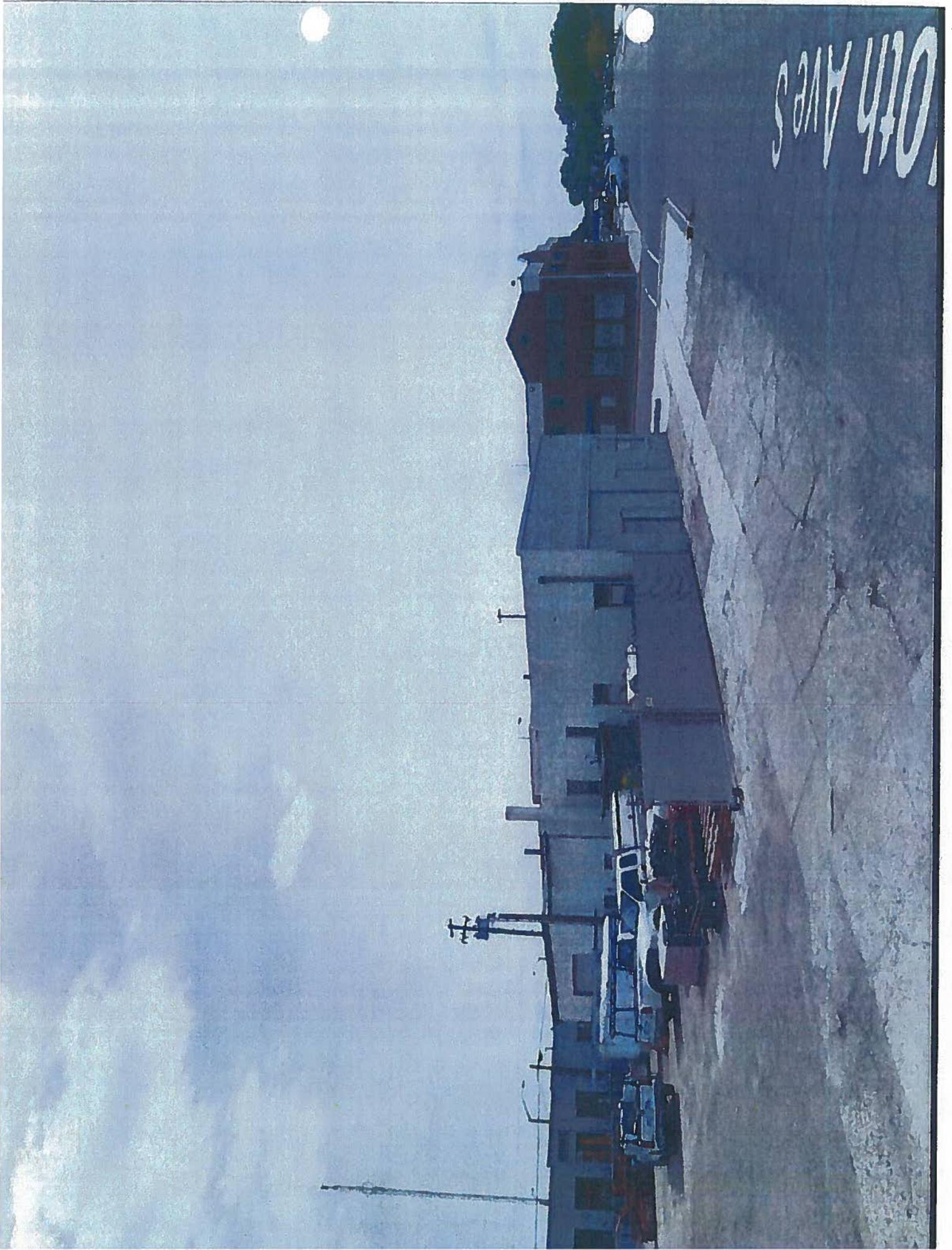
APPROXIMATE IRRIGABLE ACRES

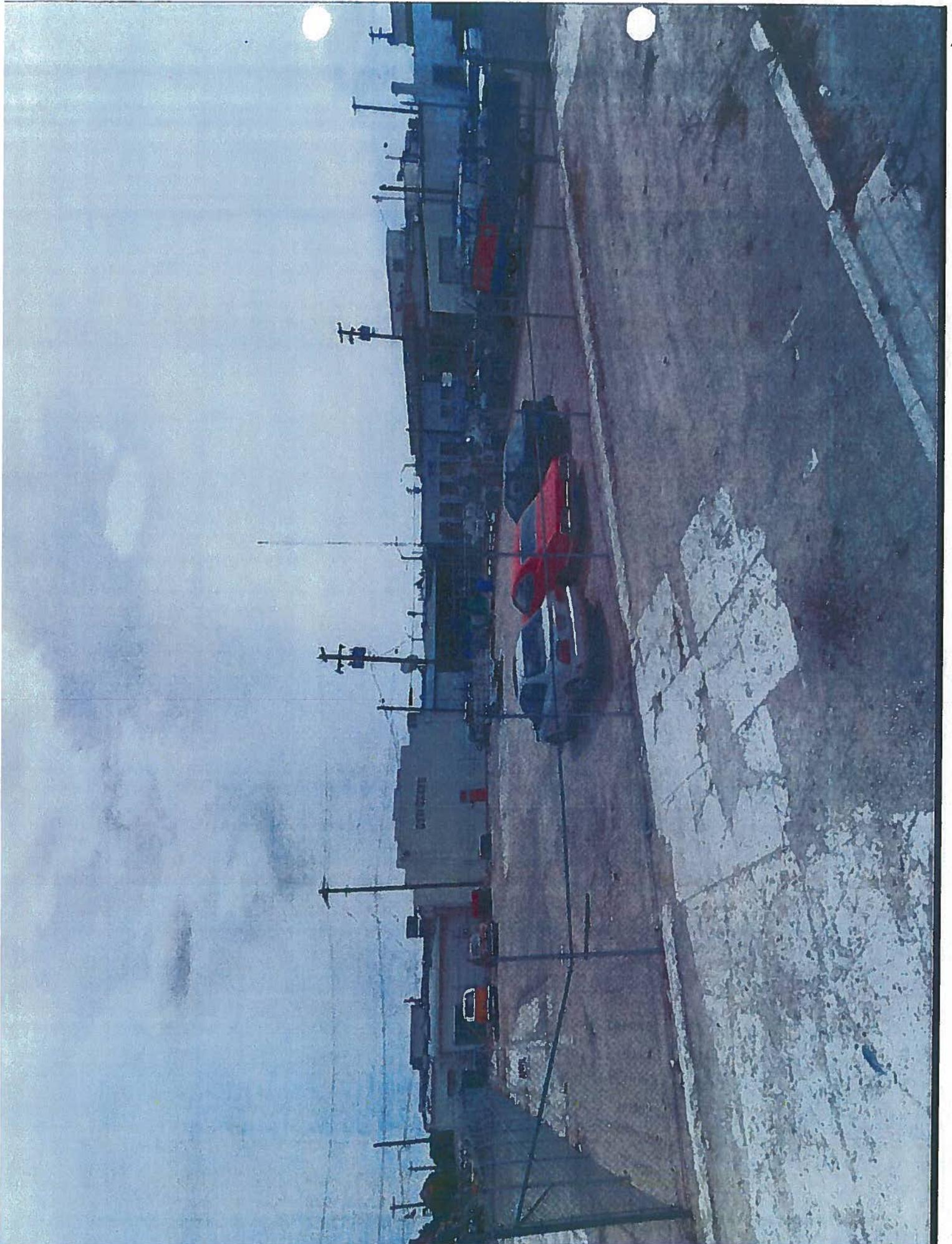
RIVER FLOW RIGHTS - 23,000

BOISE PROJECT RIGHTS - 40,000

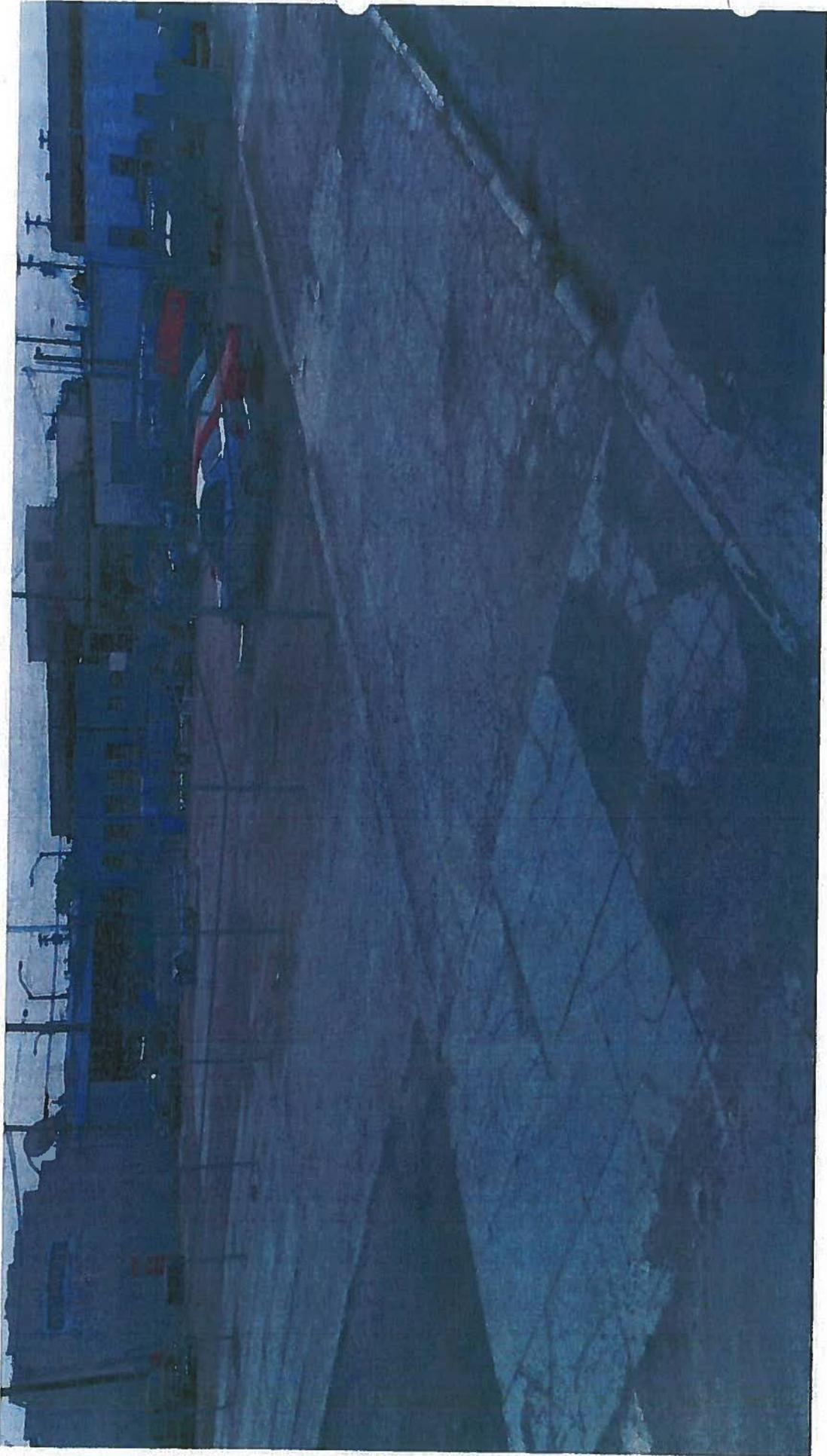












**NAMPA PLANNING & ZONING COMMISSION
MINUTES OF REGULAR MEETING HELD
TUESDAY, FEBRUARY 9, 2016, 6:30 P.M.**

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

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 1/4 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.

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- 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.

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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.



PLANNING & ZONING DEPARTMENT

Before the Mayor & City Council
Meeting of 21 MARCH 2016

PUBLIC HEARING ITEM NO. 2 STAFF REPORT

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

Evans Trust with Horrocks Engineers, Wendy Shrief as representative(s)

File(s): ANN 2130-16

Analyst: Robert Hobbs

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

1. **Modification of an Annexation/Zoning Development Agreement
(Decision Required: *Decision*)**

Between Timbercreek Development LLC and the City of Nampa, recorded 8/7/2014 as Instrument No. 2014-028508, & Ord. # 4129 amending the original conceptual layout & common areas (but not adding additional structures) of four-plexes being requested for "Timbercreek Subdivision" -- hereinafter the "revised Project"...

Property Area and Location(s):

Some 11.01 total acres of land located within the NE ¼ of Section 34, Township 3 North, Range 2 W, BM addressed as 1149 S. Powerline in a RML (Limited Multiple-Family Residential) Zone in Nampa (see attached "Vicinity Map")

History/Commentary:

Timbercreek Subdivision, originally comprised of 34 four-plex apartment buildings, was entitled in 2014 after a series of revisions post Council but pre-Development Agreement acceptance. Having stalled in construction, a new developer is interested in building out the Project but with a revised layout and building plan but in keeping with prior density approval. (Please refer to the attached exhibits of the proposed general site plan that bear on the application.)

The Nampa City Planning and Zoning Commission, during their regularly scheduled public hearing of February 23, 2016, voted to recommend to the City's Council that they approve the

above referenced request. The Commission made their [positive] recommendation contingent upon Applicant/Development compliance with the following condition(s):

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,
2. That the Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement 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 RML Zone versus its original entitlement(s). Inlusively, the Agreement shall contain any/the concept development plans proposed by virtue of this [new] application submittal as ultimately accepted, or accepted with required changes, by the City's Council...

DEVELOPMENT AGREEMENT MODIFICATION

Criteria to guide the Council in making a determination/decision whether to allow a Development Agreement Modification as sought by an applicant are absent from state statute or City ordinance. Thus, approving or not in this instance this application becomes a purely subjective matter/decision on the part of the City in reaction to this contract modification application coming now before you/them. Hereafter attached is a copy of Ordinance 4129 (Instrument No. 2014-028508).

The parts of the Agreement associated with the revised Project that are proposed for modification are, expectedly in this instance, language in the RECITALS Section and substitution of some of the exhibits of the [original] Agreement, to include the site plan, building elevations and berm configuration (see attached letter from Applicant's representative re: the berm issue). A copy of the original Agreement, and its associated site plan and building elevations, is hereto attached along with the Applicant's proposed site plan and building elevations to facilitate comparison and contrasting (see pages 6-9 vs. 10 & 28-31 respectively).

As the process of rezoning and Development Agreement modification is a two step endeavor, Staff will prepare, if this application is approved, a Development Agreement Modification document for Council's review prior to the 3rd reading of the ordinance that will/would enact the Development Agreement Modification.

Public/Agency/City Department Comments:

Any correspondence from agencies or the citizenry regarding this application package [received by noon March 16, 2016] is hereafter attached. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request.

- a. Code Enforcement has no objection(s) to the requested, revised Project (see attached comments – 1 page email printout dated January 26, 2016); and,
- b. The Nampa & Meridian Irrigation District has no objection(s) to the requested, revised Project (see attached comments – 1 page letter dated February 24, 2016)...

Note:

Any relevant recommended requirements alluded to above will be manifest in the recommended Conditions of Approval presented by Staff in this report hereafter...

RECOMMENDED CONDITION(S) 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 consider imposing the following Conditions of Approval on/to the Project/Applicant:

I. As pertaining to the request for **Development Agreement Modification Approval:**

Generally:

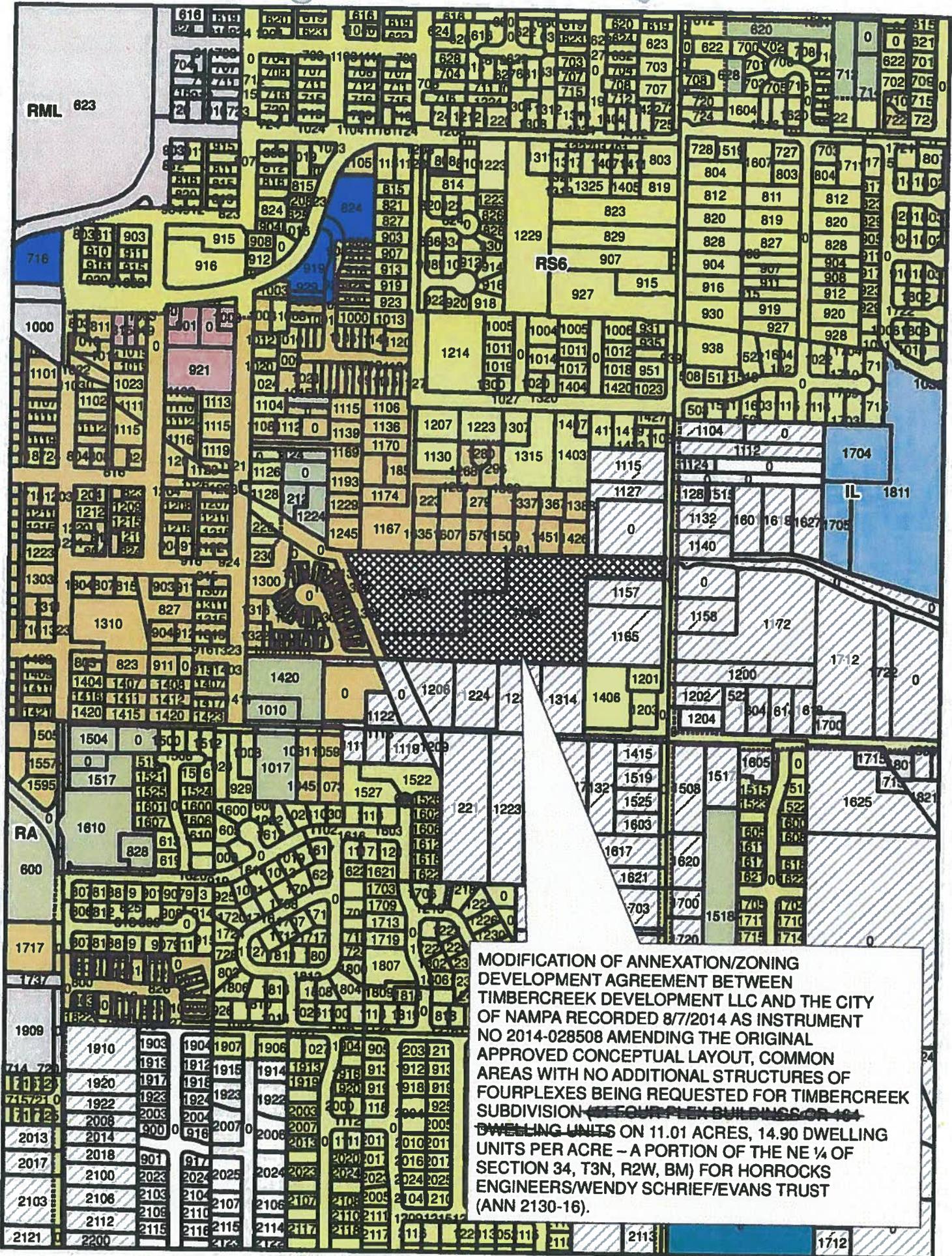
1. Applicant(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions, 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 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 RML Zone versus its original entitlement(s). Inclusive, the Agreement shall contain any/the concept development plans proposed by virtue of this application submittal as ultimately accepted, or accepted with required changes, by the City's Council...

ATTACHMENTS

- Vicinity Map (page/Exhibit 4)
- Copy of Development Agreement Amendment Modification Application (page/Exhibit 5)
- Copy of Project new concept site plan & apartments' elevations (pages/Exhibits 6-9)
- Copy of 2014 Project concept site plan (page/Exhibit 10)
- Copy of 2014 Development Agreement (Ord. 4129) bearing on Property (pages/Exhibits 11-35)
- Copies of [responding] agency/department correspondence (pages/Exhibits 36-37)
- Copy of Feb. 23 Commission hearing minutes (pages/Exhibits 38-39)
- Copy of Applicant's representatives follow up letter re: landscape berm (page/Exhibit 40)





ANN 2130-15

Development Assessment

APPLICATION FOR AMENDMENT OF ZONING ORDINANCE OR MAP

City of Nampa, Idaho

2/23 PZ
Robert

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$406.00 (for 1 acre or less), and \$811.00 (for more than 1 acre) for a map amendment; or \$213.00 for a text amendment.

Name of Applicant/Representative: Parkway Partners LLC
Dennis Hourany / Blake Jolley (H/E) Phone: 208 524-0212

Address: P.O. Box 132 City: Freedom State: WY Zip Code: 83120

Applicant's interest in property: (circle one) Own Rent Other

Owner Name: Travis Stroud (Northwest Ventures LLC) Phone: _____

Address: 1980 S. Meridian Rd Ste 140 City: Meridian State: Id Zip Code: 83642

Address of subject property: 1149 South Powerline Road

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the amendment):

Original Legal description of property AND a legible WORD formatted document. (Must have for final recording)
Old or illegible title documents will need to be retyped in a WORD formatted document

Subdivision Kurtz Addition Lot _____ Block 170, 171, 172 Book _____ Page _____
see attached Record of Survey

Project Description

State the zoning desired for the subject property: RML

State (or attach a letter stating) the zoning amendment desired, text or map, and the reason for the change, together with any other information considered pertinent to the determination of the matter. In the case of a text amendment please attach the full text of the proposed amendment.

Slight changes to the original approved Conceptual Layout, Commercial areas. No additional structures or 4-flans are being requested.

Dated this 30 day of December, 20 15

B. Jolley (H/E)
Signature of applicant

NOTICE TO APPLICANT

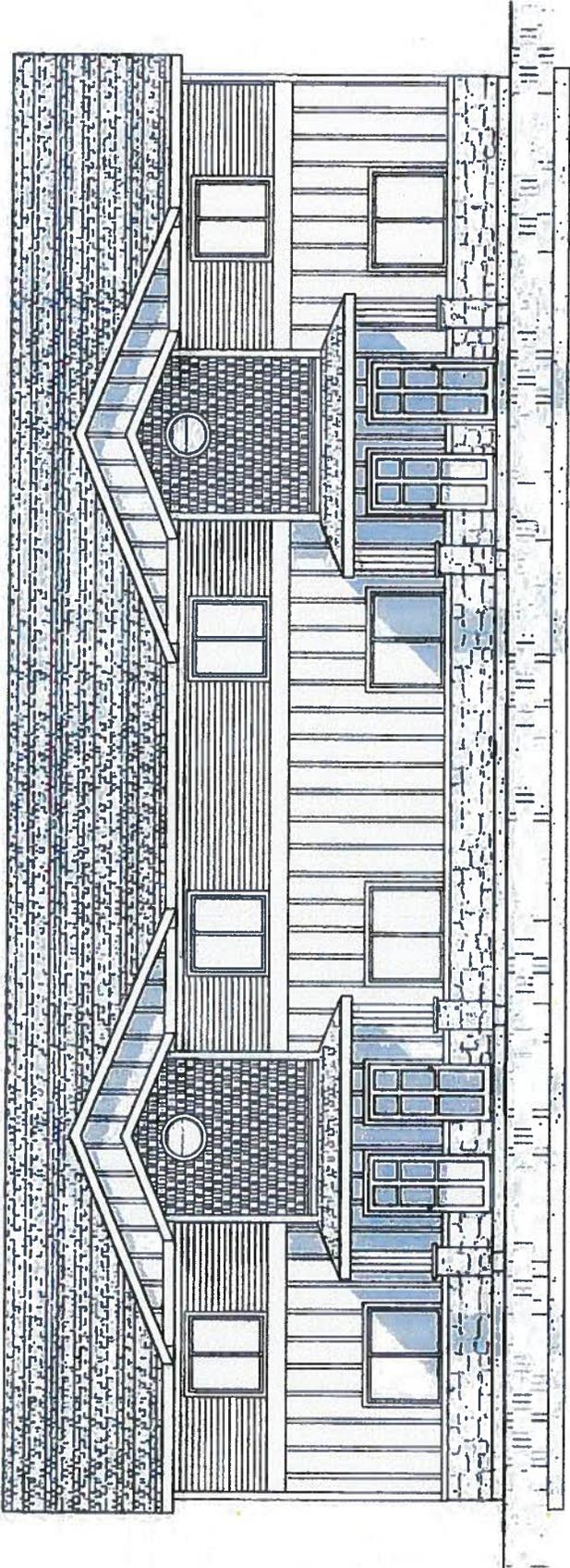
This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. In the case of map amendments notice shall also be posted on the premises not less than 1 week prior to the hearings and notices will be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:

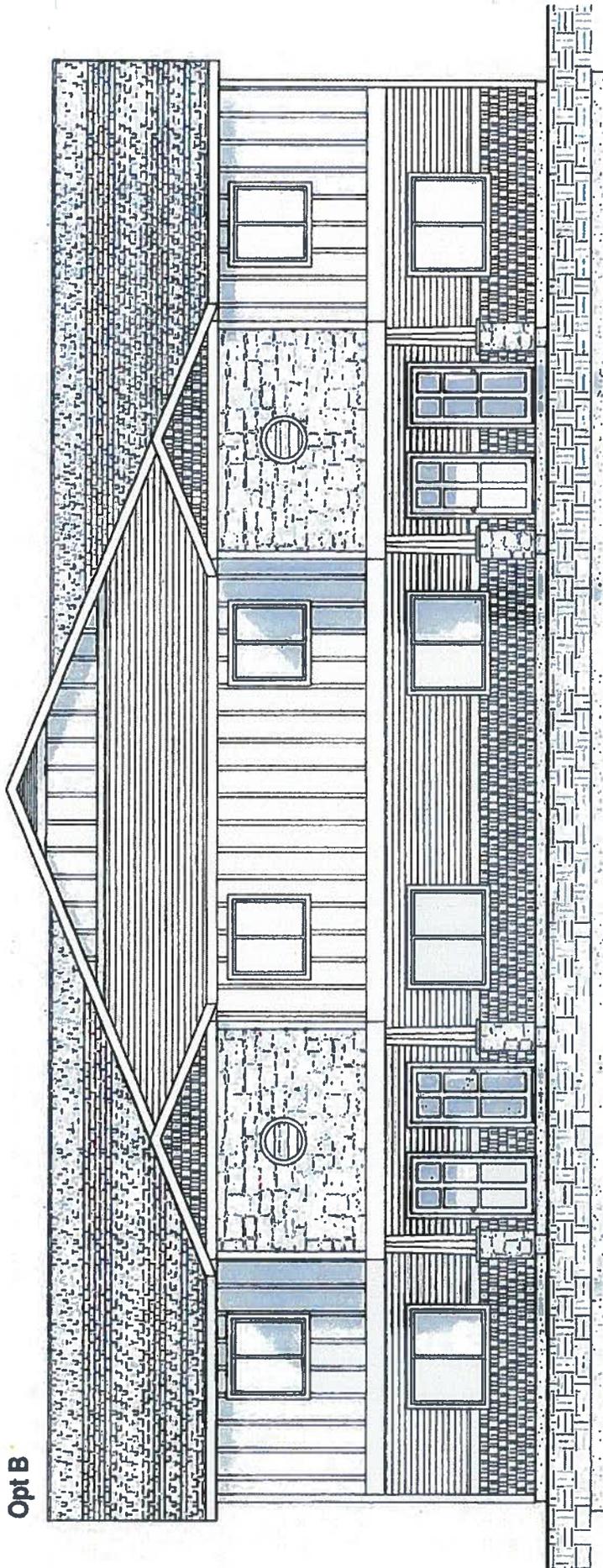
File Number: REZ - 20 ANN 2130-15 Project Name: MODIFICATION OF DEU AGMT
TIMBERCREEK SUB

12/11/13 Revised ORD 4129 FOR PARKWAY PARTNERS

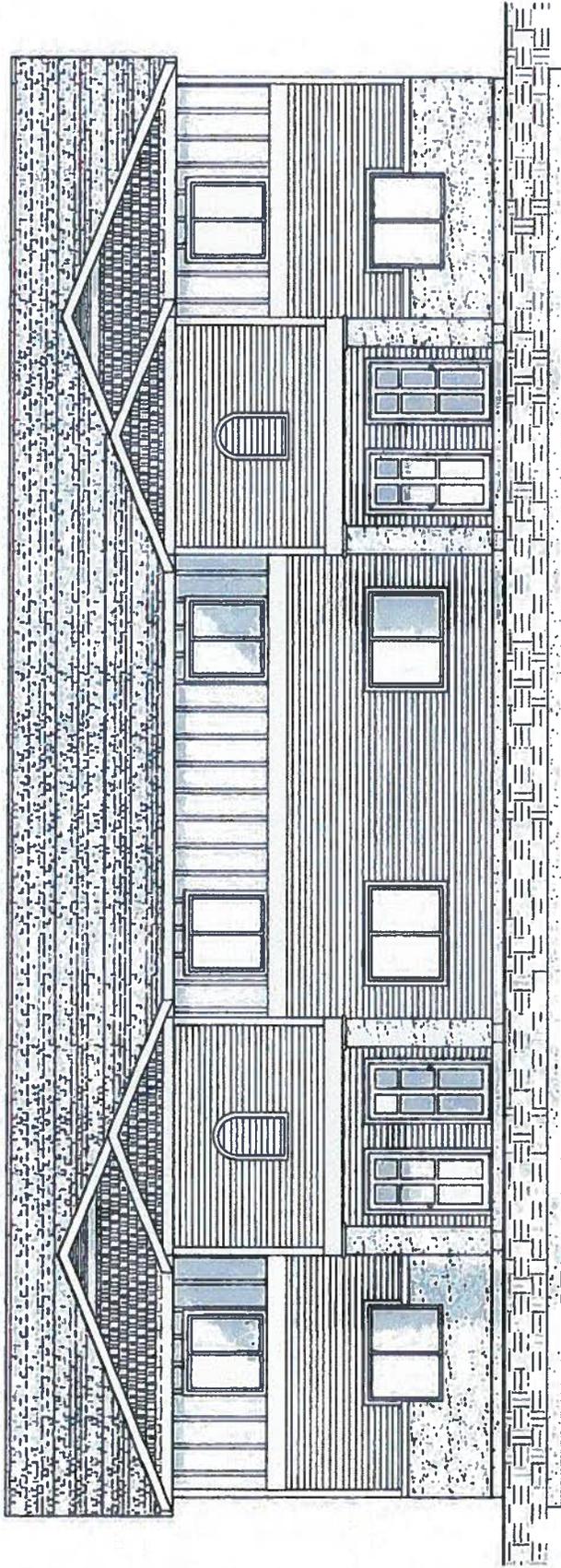
Opt A



Opt B



Opt C



2014-028508

RECORDED

08/07/2014 03:01 PM



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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=25 BJBROWN

NO FEE

ORDINANCE

NAMPA CITY OF



Canyon County Recorder's Coversheet

ORDINANCE NO. 4129

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED AT 1149 S. POWERLINE ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO; ZONING THE SAME RML, SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property located at 1149 S. Powerline Road, and all thereof, be, and the same is hereby, ANNEXED and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference. incorporated herein as if set forth in full.

Section 2: That the real property so annexed and described in Exhibit A shall be ZONED RML.

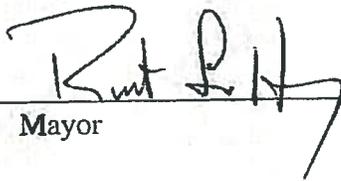
Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties which is incorporated herein by this reference.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 21ST DAY OF JULY, 2014.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 21ST DAY OF JULY, 2014.

Approved:

By 
Mayor



City Clerk

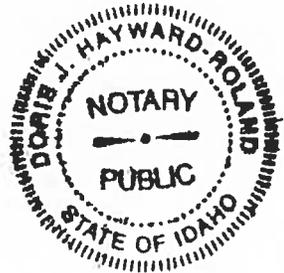
State of Idaho)

Canyon County)

On this 21st day of July, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Henry and Deborah L. Bishop known to be the Mayor and City Clerk of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Doris J. Hayward-Roland
Doris J. Hayward-Roland
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 08/15/2019



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**LEGAL DESCRIPTION FOR
ANNEXATION
1149 POWERLINE ROAD**

A parcel of land located in the Northeast 1/4 of Section 34, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARINGS:

The East line of the Northeast 1/4 of Section 34, Township 3 North, Range 2 West, Boise Meridian, derived from found monuments and taken as South 00°36'23" West with the distance between monuments found to be 2645.01 feet.

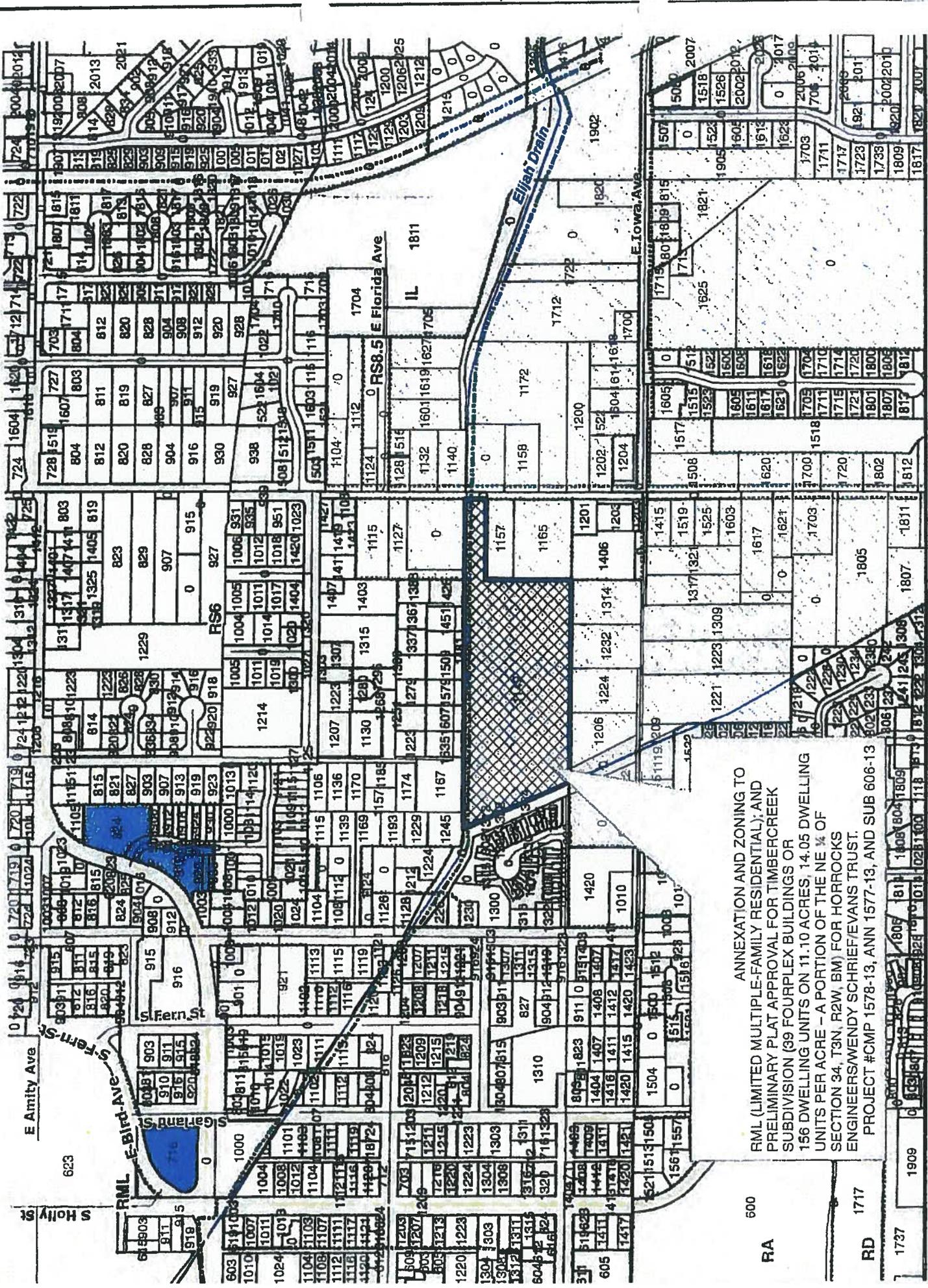
COMMENCING at the East 1/4 corner of said Section 34;
thence along the East line of the Northeast 1/4 of said Section 34 North 00°36'23" East a distance of 689.90 feet to the **POINT OF BEGINNING**;
thence leaving said East line North 89°13'15" West a distance of 370.05 feet;
thence South 00°36'23" West a distance of 379.97 feet;
thence North 89°13'30" West a distance of 863.67 feet to a point on the centerline of the Aaron Canal;
thence along the centerline of said Aaron Canal North 22°45'56" West a distance of 507.86 feet to a point on the centerline of Elijah Canal;
thence leaving said centerline and along said centerline of Elijah Canal South 89°35'15" East a distance of 1,435.19 feet to the East line of said Northeast 1/4;
thence leaving said centerline and along said East line South 00°36'23" West a distance of 94.73 feet to the **POINT OF BEGINNING**.

Said Parcel containing 487,221 square feet or 11.19 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION

Lawrence H. Koerner P.L.S. 8251
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687





ANNEXATION AND ZONING TO
 RML (LIMITED MULTIPLE-FAMILY RESIDENTIAL); AND
 PRELIMINARY PLAT APPROVAL FOR TIMBERCREEK
 SUBDIVISION (39 FOURPLEX BUILDINGS OR
 156 DWELLING UNITS ON 11.10 ACRES, 14.05 DWELLING
 UNITS PER ACRE - A PORTION OF THE NE ¼ OF
 SECTION 34, T3N, R2W, BM) FOR HORROCKS
 ENGINEERS/WENDY SCHRIEVE/EVANS TRUST.
 PROJECT #CMP 1578-13, ANN 1577-13, AND SUB 606-13

600
 RA

1717
 RD

1909

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this _____ day of _____, 2014 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and: Timber Creek Development, hereinafter referred to as "Owner/Developer."
LLC

RECITALS

- A. Owner/Developer is the owner of approximately 11.10 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").
- B. Owner/Developer applied to City on August 22, 2013 (the "**date of application**") for Comprehensive Plan Map Amendment and Annexation and Zoning of the Property to Limited Multiple-Family Residential (RML) zoning in anticipation of the development and construction of a residential, multiple-family subdivision development (the "**Project**") understood to consist of no more than 34 four-plex structures with common lots, landscaping and requisite parking facilities.
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 50-222, has the authority to annex 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 annexation, and, zoning of the Property to RML to accommodate the Project (and its intended lot sizes) subject to the terms and commitments (including density control) 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. The Project shall be developed in substantial conformance with the conceptual plans (i.e., site/landscape/building elevation) attached hereto as **Exhibits "B"** and made a part hereof (the

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“**Conceptual Plan(s)**”); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein. Upon recordation of this Agreement, Owner/Developer shall have all approvals required from City for development of the Project in general conformance with the Conceptual Plan.

3. 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.

4. Owner/Developer shall mean original applicant(s) for entitlement of the Project, and, each and any/every subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property (e.g., successors, heirs, assigns, purchasers, etc.).

5. The provisions and stipulations of this Agreement shall be binding on City and Owner/Developer, and are, in no particular order, as set forth in the Conditions of Approval attached hereto as **Exhibits “B”** and **“C”**, and by this reference are incorporated herein.

6. This Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

7. 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/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

8. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. 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/Developer’s failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer’s receipt of such notice. The two (2) year period of time for compliance with commitments may be

extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

9. 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.

10. 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/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

11. 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.

12. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer 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/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

13. 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.

14. 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.

15. In the event Owner/Developer, 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/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar

any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be 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/Developer for the portion of the Property still owned by Owner/Developer.

c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, 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.

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A, part 1

LEGAL DESCRIPTION FOR
ANNEXATION
1149 POWERLINE ROAD

A parcel of land located in the Northeast 1/4 of Section 34, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

BASIS OF BEARINGS:

The East line of the Northeast 1/4 of Section 34, Township 3 North, Range 2 West, Boise Meridian, derived from found monuments and taken as South 00°36'23" West with the distance between monuments found to be 2645.01 feet.

COMMENCING at the East 1/4 corner of said Section 34;
thence along the East line of the Northeast 1/4 of said Section 34 North 00°36'23" East a distance of 689.90 feet to the POINT OF BEGINNING;
thence leaving said East line North 89°13'15" West a distance of 370.05 feet;
thence South 00°36'23" West a distance of 379.97 feet;
thence North 89°13'30" West a distance of 863.67 feet to a point on the centerline of the Aaron Canal;
thence along the centerline of said Aaron Canal North 22°45'56" West a distance of 507.86 feet to a point on the centerline of Elijah Canal;
thence leaving said centerline and along said centerline of Elijah Canal South 89°35'15" East a distance of 1,435.19 feet to the East line of said Northeast 1/4;
thence leaving said centerline and along said East line South 00°36'23" West a distance of 94.73 feet to the POINT OF BEGINNING.

Said Parcel containing 487,221 square feet or 11.19 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION

Lawrence H. Koerner P.L.S. 8251
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



25



1" = 200'

27 26
N.E. COR.
BRASS CAP
SEC. 34

1880.38
BASIS OF BEARING
S00°36'23"W - 2845.01'

689.90'
POWERLINE ROAD

34
E. 1/4 COR
ALUMINUM CAP

S0°36'23"W
94.73'
N89°13'15"W P.O.B.
370.05'

S0°36'23"W
379.97'

S89°35'15"E - 1435.19'
ELIJAH CANAL

1149 POWERLINE RD.
487,221 sq.ft.
11.19 ac.

N89°13'30"W - 863.67'

AARON CANAL
N22°45'56"W - 507.86'

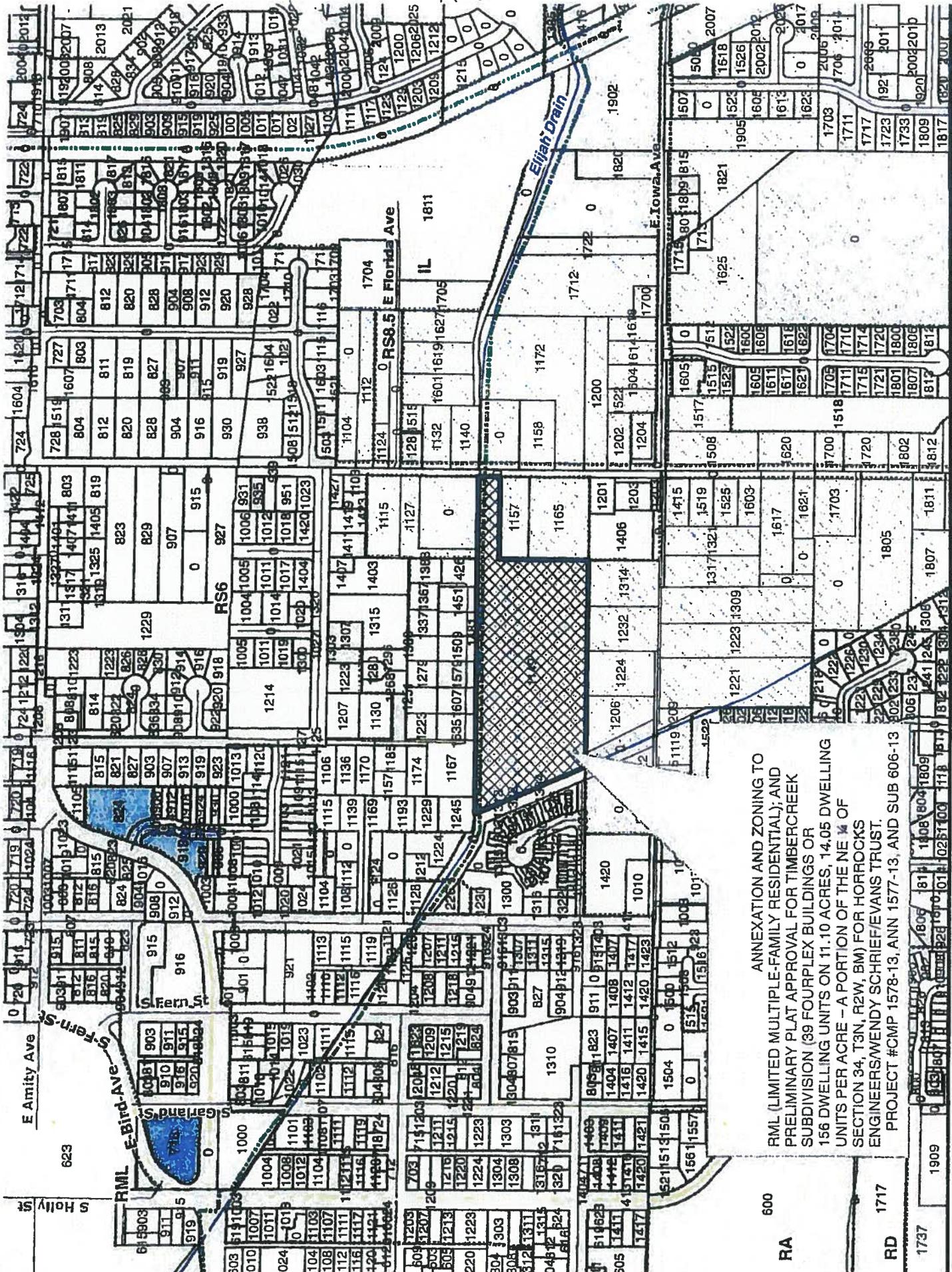


617 PARCENTRE WAY SUITE 100 SANDA BOUGD BVA
208-482-5887

ANNEXATION DISPLAY MAP FOR
1149 POWERLINE ROAD
A PORTION OF NORTHEAST 1/4 OF SECTION 34,
TOWNSHIP 3 NORTH, RANGE 2 WEST, B.M.,
CANYON COUNTY, IDAHO



A-3



ANNEXATION AND ZONING TO
 RML (LIMITED MULTIPLE-FAMILY RESIDENTIAL); AND
 PRELIMINARY PLAT APPROVAL FOR TIMBERCREEK
 SUBDIVISION (39 FOURPLEX BUILDINGS OR
 156 DWELLING UNITS ON 11.10 ACRES, 14.05 DWELLING
 UNITS PER ACRE - A PORTION OF THE NE 1/4 OF
 SECTION 34, T3N, R2W, BM) FOR HORROCKS
 ENGINEERS/MENDY SCHRIEF/EVANS TRUST.
 PROJECT #CMP 1578-13, ANN 1577-13, AND SUB 606-13

RA

RD

1737

623

600

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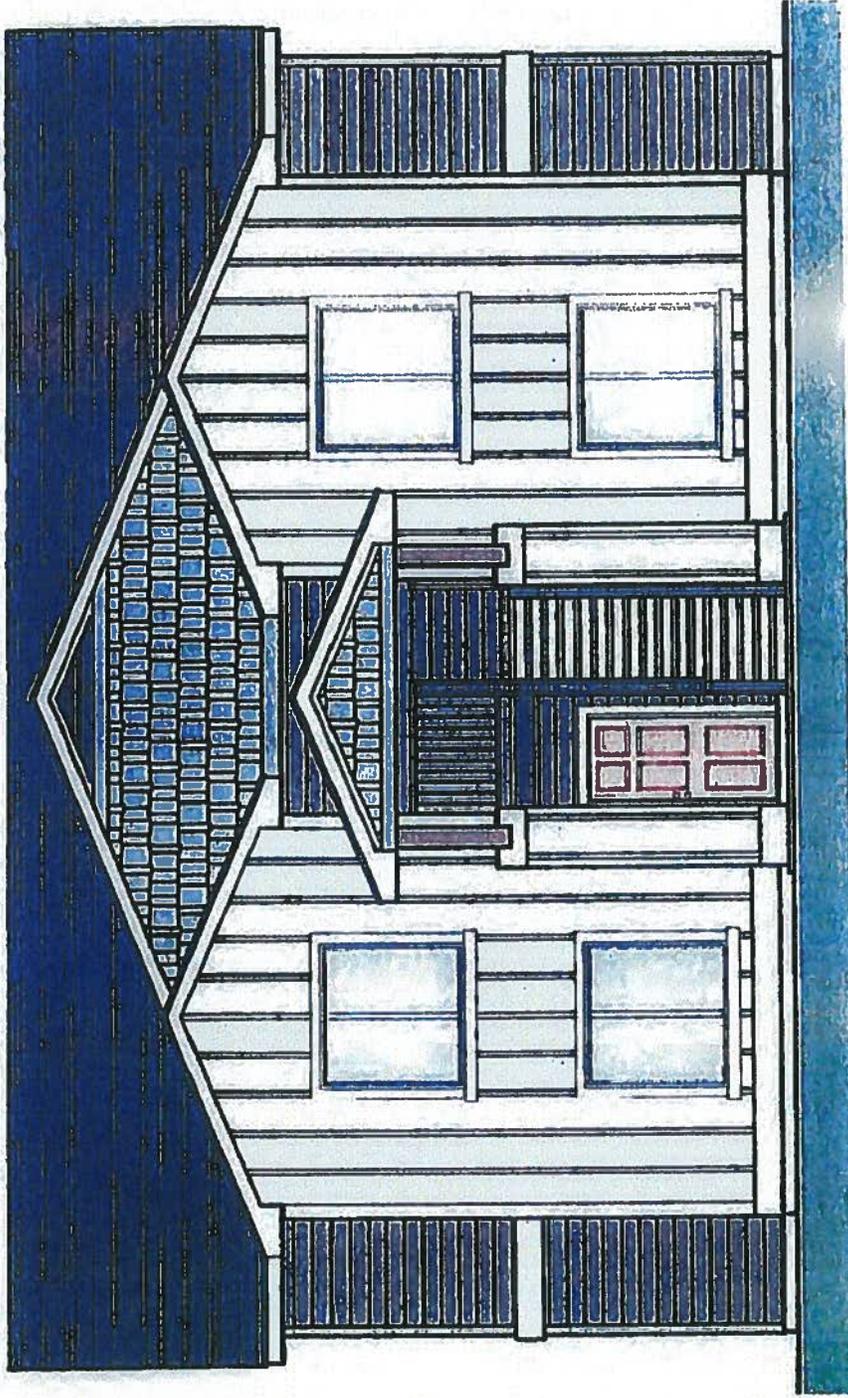
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27

EXHIBIT(S) "B"
CONCEPTUAL PLAN(S)

TIMBERCREEK SUBDIVISION

EXHIBIT B-2



Unit A - Front Elevation

Exterior Materials

- Painted Cottage Lap Siding
- Painted Board & Batt Siding
- Painted Shake Shingle Siding
- Painted Wood Vent at Gables
- 30 year Architectural Composition Roofing
- Painted Iron Railing
- Heavy Timber Wood Accent

RECEIVED

MAY 17 2011

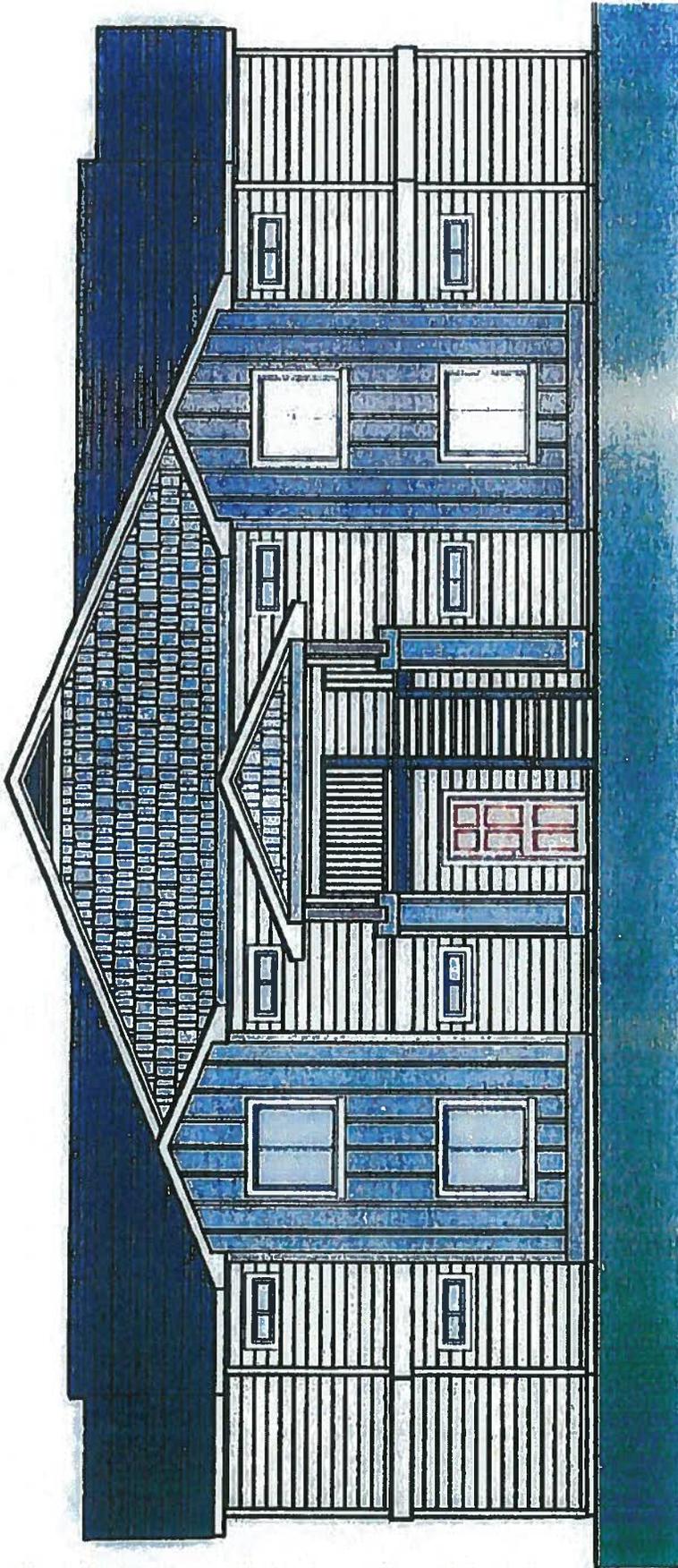
EVERGREEN
ARCHITECTURE
 COMMERCIAL • RESIDENTIAL • PLANNING • CONSULTING

et

29

TIMBERCREEK SUBDIVISION

EXHIBIT B-3



Unit B - Front Elevation

Exterior Materials

- Painted Cottage Lap Siding
- Painted Board & Batt Siding
- Painted Shake Shingle Siding
- Painted Wood Vent at Gables
- 30 year Architectural Composition Roofing
- Painted Iron Railing
- Heavy Timber Wood Accent

RECEIVED

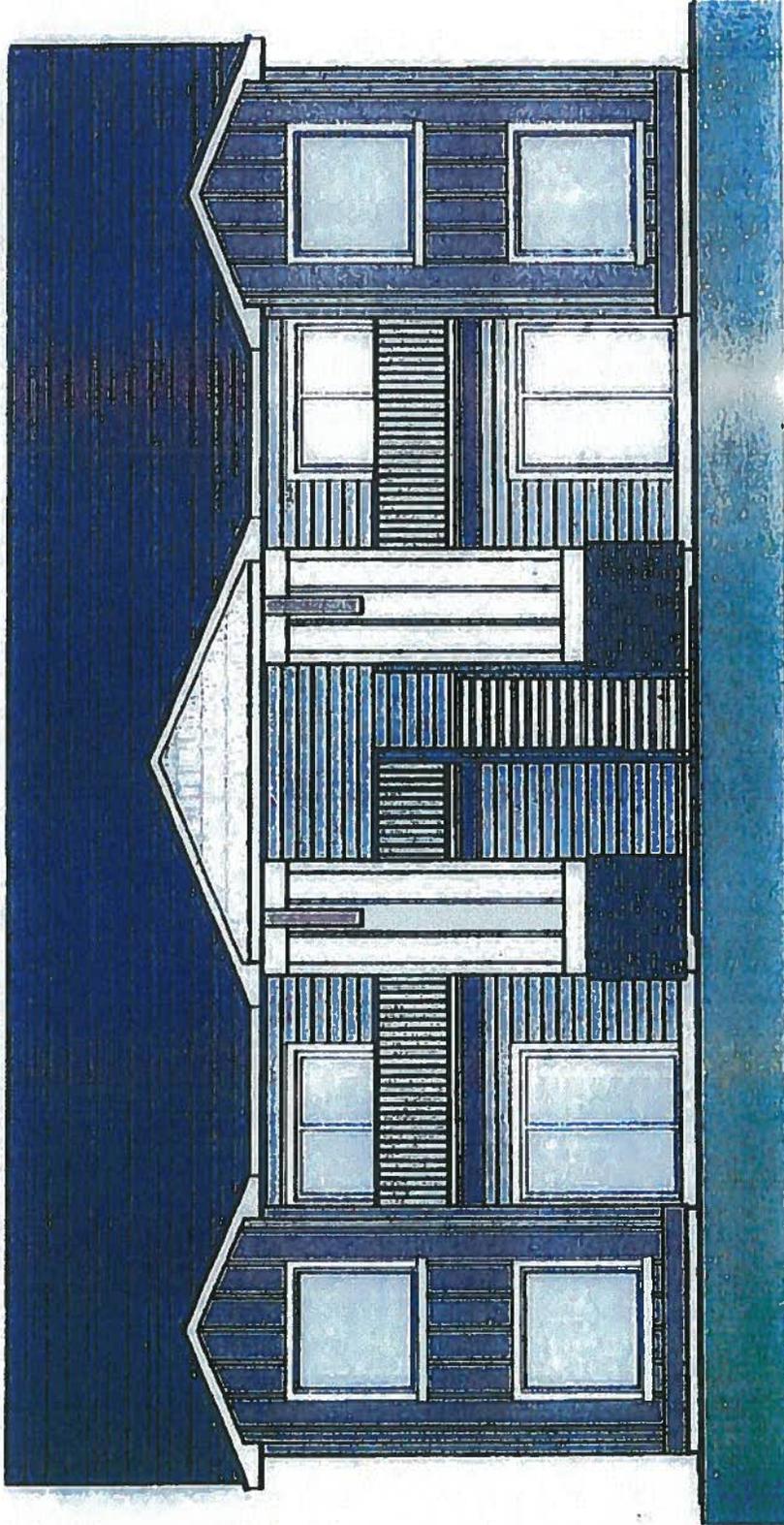
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TIMBERCREEK SUBDIVISION

EXHIBIT B-4



Unit C- Front Elevation

Exterior Materials

- Painted Cottage Lap Siding
- Painted Board & Batt Siding
- Painted Shake Shingle Siding
- Painted Wood Vent at Gables
- 30 year Architectural Composition Roofing
- Painted Iron Railing
- Heavy Timber Wood Accent
- Cultured Stone Accent

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ARCHITECTURE
COMMERCIAL • RESIDENTIAL • PLANNING • CONSULTING

EXHIBIT(S) "C"

CONDITIONS OF APPROVAL

1. Prior to the third reading of the annexation and zoning ordinance, the Owner/Developer shall dedicate any additional right-of-way if and as needed by the City, as defined by the City Engineer, adjacent the frontage of the Property required for the ultimate "build out" of South Powerline Road and East Hawaii Avenue (the adjacent public roadways) where they abut/adjoin the Property. Inclusive, the Owner/Developer shall dedicate [the] right-of-way necessary for the extension of Hawaii Avenue across the Aaron Drain, and construct the crossing as shown on the preliminary plat. (Any additional access to the extension of Hawaii Avenue is/will be under the City's jurisdiction.)

2. Prior to the third reading of the annexation and zoning ordinance, the Owner/Developer shall:

a. Dedicate a twenty foot (20') wide strip of land to the City of Nampa along the Elijah Drain (from the top of the ditch bank) for the extent of the Property's abutment to/along that Drain; and,

b. Construct a ten foot (10') wide pathway within the above dedicated property compliant with standards contained within the 'Nampa Bicycle and Pedestrian Master Plan'. The northern pathway segment running along the Elijah Drain shall be constructed with the first phase of the development. Easements for the same will be shown on the plat and dedicated at the time of first final plat recording; and,

c. Dedicate a twenty foot (20') wide strip of land to the City of Nampa along the Aaron Drain (including 20 feet from the top of the ditch bank) for the extent of the Property's abutment to/along along that Drain; and,

d. Construct a ten foot (10') wide foot pathway within the above dedicated property compliant with standards contained within the 'Nampa Bicycle and Pedestrian Master Plan', and, connect the pathway to the proposed sidewalk that will cross the Aaron Drain on East Hawaii Avenue; and,

3. The residential subdivision development proposed by Owner/Developer on the Property shall conform to the code required design standards applicable to the RML Zone (including setbacks). Further, Project plat shall conform to all conditions of approval imposed by the Planning and Zoning Commission as set forth in the Staff "Action Letter" (with attachments) dated March 13, 2014 and attached hereto (Exhibit C-3) unless allowed otherwise in writing by those departments/agencies (and adjusted as needed per City Council's decision/action of April 21, 2014 affecting Project density and layout); the City shall be interpreted as being the prevailing authority in case of any conflicting conditions/requirements; and,

4. The Owner/Developer shall emplace a landscaped, fenced berm along the southern and eastern extents of the Property prior to beginning construction of any apartment structures on the Property. The City Council approved, by subdivision exception making authority, the nature, size, fencing atop and landscaping (to include large trees) of/atop the berm as described/depicted

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by Exhibit C-2 hereafter attached. The City will hold issuance of Building Permits for structures within the Project until construction and inspection of the berming and associated six foot (6') high sight/site obscuring fencing reveals the same to be acceptable to the City; and,

5. Owner/Developer shall maintain the berm and associated fencing and landscaping in a safe and attractive condition; and,

6. (Aaron Drain accessibility) Owner/Developer shall provide a replacement, year-round and continuous access for cattle to water/drink from the east side of the Aaron Drain at a point at the northwest corner of County Parcel # R11803000 0 (a 1.31 acre parcel of ground addressed as 1224 East Iowa Avenue currently under the ownership, as of the date of signing of this document, of Mr. Paul D. and Mrs. Roxie Lee Miller husband and wife) if the culvert and roadway required by the City to extend East Hawaii Street across the Aaron Drain and into the southwest corner of the Project disrupts the current livestock access to the Aaron Drain for water/drink that is located in the northwest corner of 1224 East Iowa Avenue. Any replacement access shall include a concrete pad (no smaller than the current access which is approximately eight feet (8') wide by sixteen feet (16') long) set down into, and below, the water level of the Aaron Drain. If additional structures are disrupted in the process, Owner/Developer will promptly provide replacements that meet the reasonable expectations of the owner of 1224 East Iowa; and,

7. Project will consist of four, 10-structure phases. Owner/Developer agrees that if more than one phase is proposed for construction at a time, then Owner/Developer will provide notice to neighbors and conduct a meeting with City officials in the Engineering/Public Works and Planning and Zoning Divisions/Departments to determine whether adequate infrastructure is in place to allow for accelerated "buildout" of the Project as proposed at that time; and,

8. Owner/Developer will work in good faith with all adjacent property owners during all phases of construction of the Project in order to minimize damage and/or disruption to adjacent properties and amenities. Written notice will be mailed to neighbors seven (7) days prior to commencement of major construction activities. In the case of disruption, Owner/Developer will work promptly and in good faith to implement correction of any damage or disruption. Maintaining functional and adequate livestock fencing is of utmost importance; any damage to livestock fencing must be remedied immediately upon incident; and,

9 The Project shall consist of no more than 136 apartment units (e.g., 34 four-plexes) -- extra land in the development not given over to required parking/service drive, trailway/pathway or building yards shall be devoted to open space amenities. The common lots are, and shall remain, ineligible for [future] residential building permits; and,

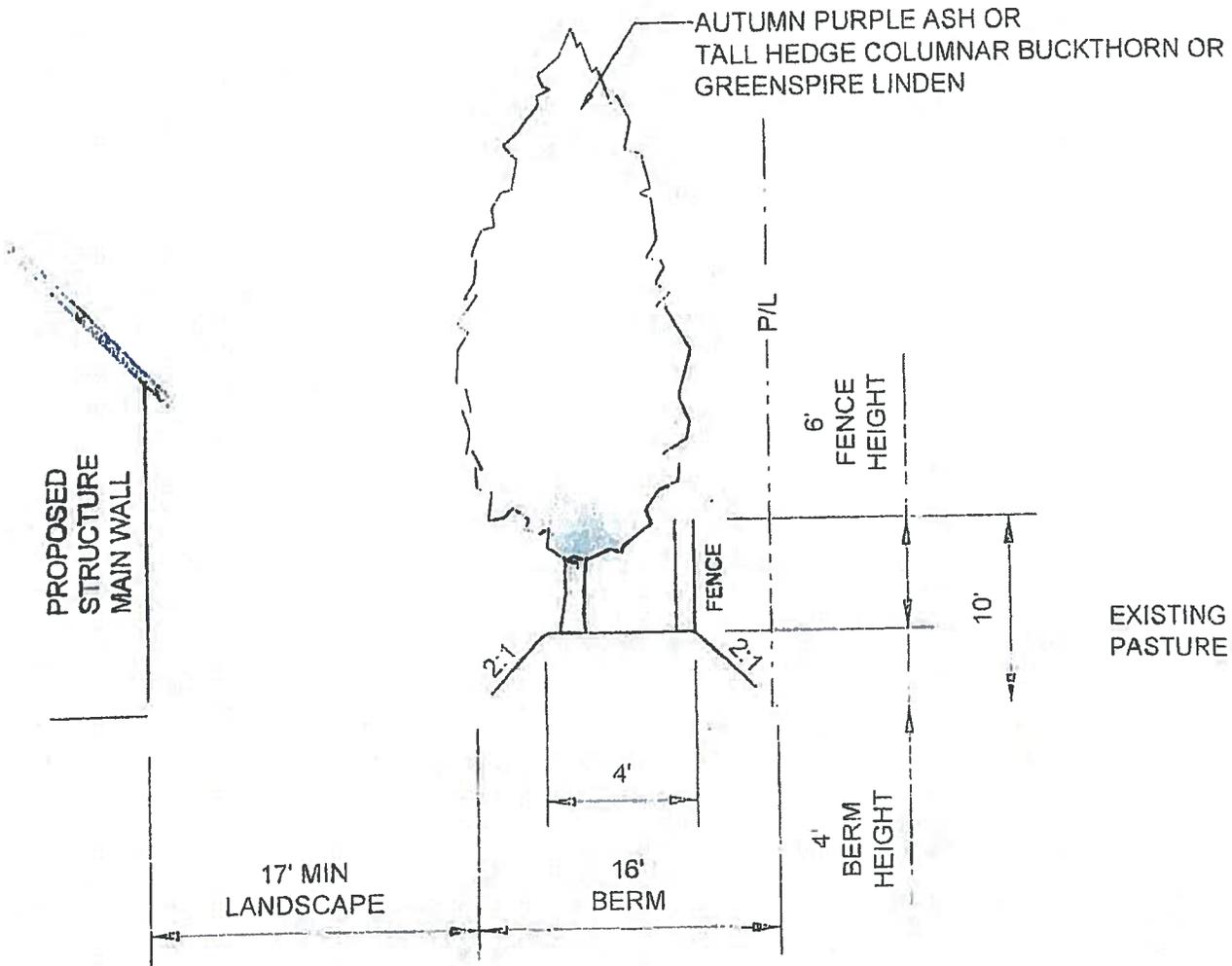
10. Owner/Developer shall provide proper irrigation drainage works on the south and east boundaries of the Project and provide ongoing and perpetual maintenance of said irrigation drainage works in accordance with Idaho statutes and local irrigation districts to ensure proper operation of drainage systems so as not to impact/overflow adjacent properties with excess(ive) water; and,

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11. Each development phase of the Project shall comply with the requirements of the City of Nampa as adopted for the Project as a whole. Additionally, each phase shall comply with the most current, City adopted Building Code requirements in force at the time of application for Building Permits. Substantial deviations from the originally approved Project proposal and plat shall require new public hearing review of the Project or aspect thereof as required in the Agreement Section of this contract under item no. 2; and,

12. As required by law, the Project shall comply with requirements imposed via the Fair Housing Act. Specific requirements addressing ADA access and ADA accessibility of units will be addressed at the building permit stage of Property "buildout". Additional FHA regulations regarding the prohibition of discrimination related to the leasing of the units in the Project will be in effect throughout the life of the Project.

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SECTION @ SOUTH PROPERTY LINE
TIMBERCREEK SUBDIVISION

36

Sylvia Mackrill

From: Marlen Salinas
Sent: Tuesday, January 26, 2016 3:16 PM
To: Sylvia Mackrill
Subject: RE: ANN 2130 16 Modification of Development Agreement for Timbercreek Subdivision Annexation at 1149 S Powerline Rd

No code violations found as per Martin B.

From: Sylvia Mackrill
Sent: Tuesday, January 26, 2016 11:42 AM
To: Amanda Morse; Beth Ineck; Brent Hoskins; Carl Miller; Compass (tlaws@compassidaho.org); Craig Tarter; Daniel Badger; Don Barr; Jeff Barnes; Jennifer Yost; Jim Brooks; Kent Lovelace; Marlen Salinas; Michael Fuss; Neil Jones; Patrick Sullivan; Ray Rice; Robin Collins; Tina Fuller; Vickie Holbrook
Subject: ANN 2130 16 Modification of Development Agreement for Timbercreek Subdivision Annexation at 1149 S Powerline Rd

ANN 2130-16:

Parkway Partners, Dennis Hourany representing, has submitted an application for Modification of the Development Agreement attached to the Annexation Ordinance 4129, dated 07/21/2014, for the proposed Timbercreek Subdivision, a 34 four-plex development.

The applicants are requesting modification to the originally approved conceptual site layout, common areas. The applicants state there will be no additional structures or 4-plexes proposed.

The property, currently addressed as 1149 S Powerline, is located on the west side of South Powerline Rd, north of E Iowa Ave and south of E Florida Ave, within an RML (Limited Multiple Family) zoning district, on 11.19 acres.

The application will go before the Planning and Zoning Commission as a public hearing item on their February 23, 2016 agenda.

Please review and forward any comments to my attention prior to February 12, 2016.

Thank you,

Sylvia Mackrill
City of Nampa Planning Department
City Hall
411 3rd St S
Nampa, Id 83651
mackrill@cityofnampa.us
208-468-5484

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.

37



ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH

NAMPA, IDAHO 83651-4395

FAX # 208-463-0092

February 24, 2016

Norman L. Holm
City of Nampa
411 3rd Street
Nampa, ID 83651

Phones: Area Code 208
OFFICE: Nampa 466-7861
SHOP: Nampa 466-0663

RE: ANN2130-16/ Timbercreek Subdivision

Dear Norm:

Nampa & Meridian Irrigation District (NMID) requires that a Land Use Change Application be filed, for review, prior to final platting. Please contact Suzy Hewlett at 466-7861 for further information.

The District's Elijah Drain has a minimum easement of one hundred feet (100'); fifty feet (50') from centerline. The District's Aaron Drain is on the west boundary of this project and has a minimum easement of sixty feet (60'); thirty feet (30') each side of centerline.

These easements must be protected. Any encroachment; without a signed License Agreement and approved plan before any construction; is started is unacceptable.

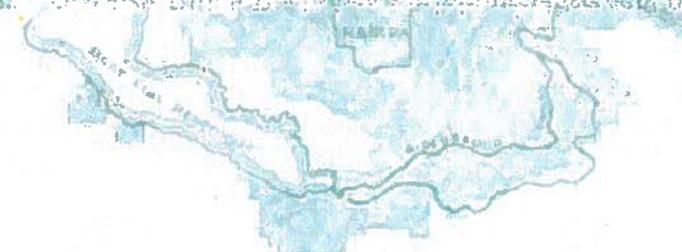
All municipal surface drainage must be retained on site. If any municipal surface drainage leaves the site, the Nampa & Meridian Irrigation District (NMID) must review drainage plans. The developer must comply with Idaho Code 31-3805.

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



APPROXIMATE IRRIGABLE ACRES

RIVER FLOW RIGHTS - 23,000

BOISE PROJECT RIGHTS - 40,000

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

**Myers motioned and Kehoe seconded to deny the Conditional Use Permit for a Non-Commercial Kennel for 3 dogs at 1929 W Moose Creek Dr for Tonya Ouckama.
Motion carried with Kehoe, Kropp, Myers, Miller, Rodriguez and Sellman in favor and Keim opposed.**

Modification of Annexation/Zoning Development Agreement between Timbercreek Development LLC and the City of Nampa recorded 08/07/2014 as Instrument No. 2014-028508 amending the original approved conceptual layout and common areas with no increase in the number of structures or four-plexes for Timbercreek Subdivision (41 four-plex buildings or 164 dwelling units on 11.01 acres, 17.90 dwelling units per acre – A portion of the NE ¼ of Section 34 T3N R2W BM), for Horrocks Engineers/Wendy Shrief/Evans Trust (ANN 2130-16)

Vice Chairman Gunstream proceeded to public hearing.

Wendy Shrief of Horrocks Engineers, 5700 E Franklin Rd, Ste 160, Nampa- representing the applicant:

- Ms Shrief noted the subject property had changed hands since the annexation and development agreement two years ago, and the new developer proposed a new building footprint.
- According to Ms Shrief, the applicants would be meeting all conditions of the existing Development Agreement, and the number of units or buildings would not be increased.
- Ms Shrief indicated the new site plan for Timbercreek Subdivision, with 34 four-plex buildings, for a total of 136 units.
- The original site plan indicated two units above and two ground level units for each four-plex and the proposed units would now be side by side four-plex units.
- With that change, added Ms Shrief, the open space would be moved and would in fact be larger.
- According to Ms Shrief, all of the original landscaping and berming would remain exactly the same.
- Ms Shrief noted the interior lots/open spaces were changed because the buildings had been changed from the original plan.
- Ms Shrief indicated the building elevations and materials proposed and advised the units would be larger and higher end than originally proposed. Ms Shrief noted the four-plexes would have partial stone fronts.
- In response to a question from Keim, Ms Shrief stated there would be the same number of garages as originally proposed.

Assistant Planning Director Hobbs:

- Hobbs noted the proposed change to the layout, as well as the buildings themselves.
- Hobbs reviewed the Staff Report and recommended conditions of approval.
- According to Hobbs, there had been an interested party come to the office earlier in the day stating there could be some form of Deed restriction on the property that may encumber the property, however, that would probably be a private matter.
- In response to a question from Kehoe regarding ADA requirements for four-plex complexes, Hobbs responded there would be requirements and those were administered and enforced by the Building Department. Hobbs noted the parking spaces would be calculated for ADA compliance at the time of Building Permit review.

Vice Chairman Gunstream proceeded to public testimony.

Jennifer Yost with the Community Development Division, City of Nampa:

- Ms Yost stated the proposed type of project would bring much more variety of housing stock to the City which was very much needed - and actually called out in the Comprehensive Plan for the City.
- The City of Nampa, added Ms Yost, needed more variety and more rental options.

- More rentals were needed, continued Ms Yost, because an analysis of housing needs in the community had been done about four years ago and at that time it was identified that 5000 rental units were needed to meet the growing needs of the City.
- Rodriguez considered additional houses would be more beneficial to the City.
- Ms Yost replied that houses and multi-family units serve a different demographic of the community, as there were people that want single family and people that need apartment complexes that did not require taking care of a yard or maintenance of the building. Additionally, stated Ms Yost, there were working people in the community that could not afford home ownership.

Mark Pridgen of 1223 E Iowa Ave, Nampa:

- Mr Pridgen stated he represented the neighbors that previously worked with the original application regarding the conditions in the Development Agreement.
- Mr Pridgen questioned the notification regarding the public hearing, as he had received notification about another item on the agenda and nothing about the subject application.
- Mr Pridgen noted the ownership had changed on the surrounding properties within 300 ft since the original application went before the Commission and questioned if the property owners had received notification of the proposed changes.

Wendy Shrief:

- Ms Shrief stated their client was intending to go ahead and re-plat as townhome lots which could be owner-occupied.

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

Rodriguez motioned and Kropp seconded to recommend to City Council Modification of Annexation/Zoning Development Agreement between Timbercreek Development, LLC and the City of Nampa recorded 08/07/2014 as Instrument No. 2014-028508 amending the original approved conceptual layout and common areas with no increase in the number of structures or four-plexes for Timbercreek Subdivision (41 four-plex buildings or 164 dwelling units on 11.01 acres, 14.90 dwelling units per acre, subject to:

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

Motion carried.

Conditional Use Permit for an Ice Cream Store in an IL zoning district at 1604 1st St S. (A .14 acre portion of the SE ¼ of Section 22 T3N R2W BM, Tax 1 of Lot 18 Block 24 Young Tax 1 of Lot 12 Block 9 Original) for Javier Barron Campos (CUP 2135-16).

Vice Chairman Gunstream proceeded to public hearing

5700 East Franklin Road, Suite 160
Nampa, Idaho 83887
www.horrocks.com



Idaho Office
Tel: 208.463.4197
Fax: 208.463.7561

40

March 15, 2016

Robert Hobbs
City of Nampa Planning and Zoning

**Subject: Timbercreek Subdivision
Modification of Landscape Berm**

Dear Mr. Hobbs:

We are requesting to modify the proposed landscape berm on the southern edge of the Timbercreek property.

The berm that was previously proposed will interfere with drainage from the roofs of the buildings along the southern edge of the Timbercreek property. The International Building Code requires an open area that is 10' in width surrounding buildings to allow for water to drain away from all structures.

Our proposed modification will bring our site into compliance with IBC standards. We are proposing to reduce the width and height of the berm. The modified berm will be 11' in width with a slope of 2.5: 1. The fencing and landscaping of the berm originally proposed will remain unchanged.

Please let me know if you have any questions regarding our request; I can be reached at 208-463-4197.

Sincerely,

Horrocks Engineers

A handwritten signature in black ink, appearing to read "Wendy Kirkpatrick Shrier".

Wendy Kirkpatrick Shrier, AICP

Nampa Civic Center

Price increase request

March 21, 2016

ISSUE: Prices have not been increased over approximately 10 years, placing financial pressure on the facility budget & management, repairs & updates with more demand for tax dollars.

SITUATION:

1. There is no clear formula or benchmark for any current room rental price.
2. The commercial rental pricing in the Valley is running 34 to 40 cents per foot.
 - a. NCC is priced (on average) at 16 cents per foot.
 - b. Full facility rental is currently 6 cents per foot; move to 12 cents per foot.
3. Heavy discounting is occurring, ranging from 15% to 32% up to 50% for full facility.

PATH:

1. Revise room rental pricing to 20 cents per foot over the facility raising revenue stream 120%.
2. Revise the auditorium rental up 128% from \$695 to \$960 per day..
3. Establish criteria for rentals into the contract:
 - a. Cap second room rental less 5%, 3rd room less 10%, full facility at 15%.
 - b. Discount (5%) on F/B above \$7,500
 - c. Non-profit patron rental rate is less 10% vs current level of 6% to 8%.
 - d. City Department rate is at cost of labor plus F/B; rental space waived.
4. Equipment rental rates to increase 123% to afford repair and replacement.
5. No more free tech time at \$25 to \$50 per hour for contract labor.
6. Added a 15% senior and military plus a 10% group ticket discount.

ACTION REQUESTED:

1. **Approval to implement new price schedule.**

RENTAL SPACE PRICING REQUEST											
MAR 21, 2016 (jdc)											
Commercial rent is 34 to 40 cents per foot											
#	ROOM SELECTIONS	FULL DAY	SQ FT	PRICE PER FT	HALF DAY	HALF PER FT	OUR NEW	PER FT NEW	\$\$\$ Δ	% Change	
187	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%	
77	Lobby	525	4056	0.13	420	0.10	690	0.170	165	131%	
	Exhibit Hallway	1	2000	0.00	1	0.00	240	0.120	239	add	
220	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%	
164	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%	
11	The Calliope Garden	235	4500	0.05	170	0.04	270	0.060	35	115%	
132	Union Pacific Executive Board Room	130	600	0.22	90	0.15	180	0.300	50	138%	
91	Keithly Board Room	105	600	0.18	75	0.13	x	x	x	delete	
	Ferdinand Room	65	209	0.31	55	0.26	63	0.300	-2	96%	
130	Auditorium (per seat) (8,200 sq ft)	695	1,09	per seat			960	1.50	265	138%	
	Auditorium rehearsal (1/2 DAY)	450	0.70	per seat			512	0.80	62	114%	
	SUM TOTAL	3266		0.16			4306	0.20		120%	
12	Full center rental was (all rentable spaces)	1695	29685	0.06			3660	0.12			
	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	
1	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 50% vs standard room rate...
2	2nd room less 5%, 3rd room less 10%, full facility less 15% .
3	** No heavy discounts for full facility rental.
4	Non profit rental price less 10%
	* Non-profit discount was a 6% - 8% discount.
5	Additional 5% room discount on F/B orders above \$7,500

EQUIPMENT PRICING REQUEST						
MAR 16, 2016 (jdc)						
FLOOR & EQUIPMENT RENTALS						
		Replacement/repair costs figured				
	Price	NEW PRICE	DOLLAR Δ			
Seating set up (optional):						
1	Linen per table	3.5	4	0.50	114%	
2	Black chair covers	3	4	1.00	133%	
3	Black chair covers w/silver sash	4	5	1.00	125%	
4	Coat racks	0	0	0.00	0%	
Structural Equipment needed:						
5	Staging (6 x 8 feet) (3 stage risers are included)	0	0	0.00	0%	
6	Additional risers needed (each)	20	35	15.00	175%	
Site & Property						
7	Security (\$40 per hour, as required by Center)	40	50	10.00	125%	
8	Parking (Valet tip basis only)	0	0	0.00	0%	
9	Early entry fee per hour per NNC Staff (before 7:00 AM)	50	50	0.00	100%	
Dance Floors						
10	Standard dance floor 24x24	135	150	15.00	111%	
11	Larger dance floor 30x30	235	250	15.00	106%	
12	Marley Auditorium dance floor	75	125	50.00	167%	
Display & Vendor Configurations						
13	Vendor space w/table, chair, waste basket	25	40	15.00	160%	
14	Vendor space w/pipe & drape	50	75	25.00	150%	
15	Display or registration tables	15	25	10.00	167%	
Audio/Electronics						
16	NCC Wireless Internet provided free (non-secured)	0	0	0.00	0%	
17	Microphones (1 podium/lectern/corded microphone)	0	0	0.00	0%	
18	Additional cordless mics placed	16	25	9.00	156%	
19	Portable sound system	125	150	25.00	120%	
20	Phone line/conference phone hookup	35	50	15.00	143%	
21	* Long distance billed to LESSEE					
22	110v/20 amp power hookup	18	20	2.00	111%	
23	220V/20 amp power hookup	35	40	5.00	114%	
24	Electrical taping fee per table	5	15	10.00	300%	
25	Audio/Video Switch	60	60	0.00	100%	

26	CD player with digital cable connection	35		0	-35.00	0%
27	iPod Adapter	10		0	-10.00	0%
28	NCC Sound/Light crew member w/manned console/hour	50		50	0.00	100%
29	NCC Sound/light crew member /hour each	25		25	0.00	100%
	Pianos per performance:					
30	Yamaha Concert piano	65		150	85.00	231%
31	Baby Grand Piano	35		75	40.00	214%
32	Baby Grand Piano #2	35		75	40.00	214%
33	Upright	25		50	25.00	200%
34	Upright #2	25		50	25.00	200%
	Visuals					
35	TV/Monitors or DVD player w/cart & power - each set up	55		65	10.00	118%
36	Multi-Media projector (high resolution)	90		100	10.00	111%
37	Laptop computer	75		75	0.00	100%
38	T-1 internet/computer hookup	35		35	0.00	100%
39	Dual Projection (per pair)	300		300	0.00	100%
40	AV Cart w/power and sound	0		0	0.00	0%
41	Screen large 9 x 12 foot screen each	30		40	10.00	133%
42	Screen standard 8 x 8 each	15		20	5.00	133%
43	Dry erase board	15		20	5.00	133%
44	Flipchart	15		20	5.00	133%
45	Flags (State & US Flag)	0		0	0.00	0%
	PRICE INDEX	1885		2323		123%

CRITERIA	
1	Prices have not been increased for ~ 10 years
2	Tech crews are charged per rate, no free tech time



General Fund	\$414,928
Utility Billing	\$15,331
Streets	\$658,602
Library	\$41,377
Airport	\$2,600
Parks	\$152,650
Rec Center	\$358,087
Civic Center	\$163,563
Development Services	\$297,854
Water	\$479,600
Waste Water	\$1,827,949
Impact Fees	\$1,981,742
Capital Fund	\$553,971
Private Donations	\$126,000
HUD/CDBG	\$145,960
Dept of Transportation (Street)	\$235,624
FAA (Airport)	\$33,396
State of Idaho (Airport)	\$1,114



\$7,490,349



Budget Amendment #1 2016

Department: GenGov, IT, UB
Prepared By: Vlkki Chandler
Date: 2/16/2016

Funding Source Amounts				Expenditure Budget								
Fund Balance	Delinquent Taxes	Fees	Total	Fund #	Dept #	Program #	Div #	Obj Code	Description of Project or Program	Prior Budget	Amended Amount	New Budget
		\$2,500	\$2,500	001	006	0007	06	5630	NDC Consultant's Report (NDC Bond Resolutions)	\$0	\$2,500	\$2,500
		\$45,000	\$45,000	001	006	0007	06	5630	Spectra Transitional Expenses		\$45,000	\$45,000
		\$75,000	\$75,000	001	006	0007	06	5630	Economic Incentive		\$75,000	\$75,000
	\$752	\$148,988	\$148,988	001	006	0007	06	9990	Tfr to Civic Center	\$345,600	\$148,988	\$75,000
		\$28,512	\$29,264	001	006	0007	06	9990	Tfr Moving Exp to Capital Fund		\$29,264	\$29,264
	\$8,775		\$8,775	001	006	0007	06	9990	Tfr Parks Mower Repair		\$8,775	\$8,775
IT									Total		\$309,527	\$235,539
	\$84,402		\$84,402	001	011	0025	18	5588	Microsoft ECS Subscription	\$423,967	\$84,402	\$508,369
	\$15,000		\$15,000	001	011	0025	18	5588	Clerk's Office Copier		\$15,000	\$15,000
									Total		\$99,402	\$523,369
									Fleet Automotive Equipment		\$6,000	
									General Fund Total		\$414,929	\$0
Utility Billing												
\$13,200			\$13,200	029	006	0520	07	5588	Accela Services to Remove Irrigation Customs	\$0	\$14,336	\$14,336
\$995			\$995	029	006	0520	07	5588	Crane Alarm Replacement	\$0	\$995	\$995
									Total		\$15,331	\$15,331

\$14,195 \$108,929 \$300,000 \$423,124 \$769,567 \$424,260 \$1,548,479



Budget Amendment #1 2016

Department: Parks and Rec Center
Prepared By: Carolyn Murray/Darrin Johnson
Date: 1/6/2016

Expenditure Budget												
Funding Source Amounts					Expenditure Budget							
Fund Balance	Grants	Rollover	Total	Fund #	Dept #	Program #	Div #	Obj Code	Description of Project or Program	Prior Budget	Amended Amount	New Budget
		\$88,264	\$88,264	006	030	0080	81	7730	Capital Improvement Rollover	\$256,724	\$88,264	\$344,988
		\$40,000	\$40,000	006	030	0080	81	5330	Indian Creek Trail Maintenance	\$85,002	\$40,000	\$125,002
		\$120,000	\$120,000	100	030	4010	81	7730	Dog Park Pond	\$20,000	\$120,000	\$140,000
		\$2,091,742	\$2,091,742	035	030	0550	81	7730	Midway Park	\$500,000	\$2,091,742	\$2,591,742
Tfr	\$8,775		\$8,775	006	030	0080	81	5360	Mower Maintenance		\$8,775	\$8,775
	\$15,611		\$15,611	006	030	0080	80	7760	Lions Park Equipment		\$15,611	\$15,611
									Donation from Republic Services			
\$5,000	\$1,000		\$6,000	100	005	4000	02	7760	Lloyd Square Grass	\$861,726	\$6,000	\$6,000
									Total	\$861,726	\$2,370,391	\$3,232,117
Rec Center												
		\$25,000	\$25,000	007	030	0200	83	7730	NRC Architectural Services	\$0	\$25,000	\$25,000
		\$33,087	\$33,087	007	030	0200	83	7730	NRC Roof/HVAC/Lighting Upgrade	\$0	\$33,087	\$33,087
		\$300,000	\$300,000	007	030	0200	83	7760	NRC Fitness Equipment	\$109,000	\$300,000	\$409,000
									Total	\$109,000	\$358,087	\$467,087

\$5,000 \$25,386 \$2,698,092 \$2,728,478 \$970,726 \$2,728,478 \$3,699,204

FY16 Budget Amendment

#	Div	Item/Project	Rev Fund	Expense Fund	Original FY16 Budget	Requested Amendment	Amended Budget Total	Notes
1	Airport	Grant Revenue	260-018-2725-53-4850		\$ -	\$ 19,646	\$ 19,646	Federal Portion of Grant AIP 25- Pavement Project was funded in FY15 but completed inf FY16
2	Airport	Construction Projects		260-018-2725-53-7780	\$ -	\$ 19,646	\$ 19,646	
3	Airport	Grant Revenue	300-018-2725-53-4800		\$ -	\$ 589	\$ 589	State Portion of Grant - AIP 25 Pavement Project was funded in FY15 but completed in FY16
4	Airport	Construction Projects		300-018-2725-53-7780	\$ -	\$ 589	\$ 589	
5	Airport	Airport Fund Balance	005-018-0160-53-3100		\$ -	\$ 1,375	\$ 1,375	City Portion of Grant - AIP 25 Pavement project was funded in FY15 but completed in FY16
6	Airport	Construction Projects		005-018-2725-53-7780	\$ -	\$ 1,375	\$ 1,375	
7	Airport	Grant Revenue	260-018-2727-53-4850		\$ 42,500	\$ 13,750	\$ 56,250	Federal Portion of Grant AIP 27- Additional Effort additional grant funds pending
8	Airport	Construction Projects		260-018-2727-53-7780	\$ 42,500	\$ 13,750	\$ 56,250	
9	Airport	Grant Revenue	300-018-2727-53-4800		\$ 1,350	\$ 525	\$ 1,875	State Portion of Grant - AIP 27 additional effort additional grant funds pending
10	Airport	Construction Projects		300-018-2727-53-7780	\$ 1,350	\$ 525	\$ 1,875	
11	Airport	Airport Fund Balance	005-018-0160-53-3100		\$ 3,150	\$ 1,225	\$ 4,375	City Portion of Grant - AIP 27 additional effort additional grant funds pending
12	Airport	Construction Projects		005-018-2727-53-7780	\$ 3,150	\$ 1,225	\$ 4,375	
13	Water	Water Fund Balance	025-018-0500-54-3100		\$ -	\$ 75,000	\$ 75,000	Install Fire Booster Pump for Victory Booster Station. Must be installed prior to next phase of building. Developer expects homes to start June or July 2016 due
14	Water	Machine & Equipment		025-018-2306-54-7780	\$ -	\$ 75,000	\$ 75,000	
15	Water	Water Fund Balance	025-018-0500-54-3100		\$ -	\$ 50,000	\$ 50,000	Unforeseen water work associated with the Karcher Middleton Project
16	Water	Construction Projects		025-018-2306-54-7780	\$ -	\$ 50,000	\$ 50,000	
17	Water	Water Fund Balance	025-018-0500-54-3100		\$ -	\$ 116,500	\$ 116,500	Repair of Wilson Drain Culvert at Midway - Budgeted incorrectly 100% in streets by practice drain culverts should be 50% Streets 50% Water/Irrigation
18	Water	Construction Projects		025-018-0500-54-7780	\$ -	\$ 116,500	\$ 116,500	
19	Water	Water Fund Balance	025-018-0500-54-3100		\$ -	\$ 176,100	\$ 176,100	Unforeseen water mains that need to be replaced as part of the 6th Street North project
20	Water	Construction Projects		025-018-0500-54-7780	\$ 481,360	\$ 176,100	\$ 657,460	
21	Water	Water Fund Balance	025-018-0500-54-3100		\$ -	\$ 62,000	\$ 62,000	Install Kings Road PRV to enable seed company to expand. Project was moved up from 2022. Approved by Council on 1/19/16
22	Water	Construction Projects		025-018-0500-54-7780	\$ -	\$ 62,000	\$ 62,000	
23	Street	Street Fund Balance	002-018-5000-56-3100		\$ -	\$ 410,000	\$ 410,000	Extend 6th Street North Project to complete the corridor by capturing unspent pavement management funds from FY15 not rolled over
24	Street	Pavement Management		002-018-5000-56-5379	\$ 1,364,000	\$ 410,000	\$ 1,774,000	
25	Street	Street Fund Balance	002-018-5000-56-3100		\$ -	\$ 28,601	\$ 28,601	
26	Street	Construction Projects		002-018-2308-56-7780	\$ -	\$ 28,601	\$ 28,601	
27	CDBG	CDBG Fund	200-018-2308-56-4850		\$ -	\$ 145,959	\$ 145,959	Bike Walk project could not be completed in FY15 due to schedule and permitting conflict
28	CDBG	Construction Projects		200-018-2308-56-7780	\$ -	\$ 145,959	\$ 145,959	
29	FTA 5316	FTA 5316 Grant	230-018-2308-56-4850		\$ -	\$ 235,624	\$ 235,624	
30	Street	Construction Projects		230-018-2308-56-7780	\$ -	\$ 235,624	\$ 235,624	
31	Fleet	Misc. Revenue	001-018-0047-52-4500		\$ -	\$ 6,000	\$ 6,000	Capture of disposal value of three fleet vehicles, proceeds planned to go to replacement fleet service vehicle the most critical vehicle in the fleet.
32	Fleet	Automotive Equipment		001-018-0047-52-7750	\$ -	\$ 6,000	\$ 6,000	
33	ECD	Wastewater Fund Balance	026-018-0525-58-3100		\$ -	\$ 23,989	\$ 23,989	A new truck was approved for ECD in the FY15 budget. The truck was ordered in March 2015 not delivered in FY15 due to supplier delays. Vehicle arrived in
34	ECD	Automotive Equipment		026-018-0525-58-7750	\$ -	\$ 23,989	\$ 23,989	Replace failing/failed Autoclave for Lab. Without which we are unable to sanitize testing equipment
35	ECD	Wastewater Fund Balance	026-018-0525-58-3100		\$ -	\$ 85,200	\$ 85,200	
36	ECD	Automotive Equipment		026-018-0525-58-5360	\$ -	\$ 85,200	\$ 85,200	
37	Wastewater	Wastewater Fund Balance	026-018-0510-55-3100		\$ -	\$ 200,000	\$ 200,000	Zone B Pipe Repairs - More repairs found during project development vs budgeted
38	Wastewater	Construction Projects		026-018-0510-55-7780	\$ -	\$ 200,000	\$ 200,000	
39	Wastewater	Wastewater Fund Balance	026-018-0510-55-3100		\$ -	\$ 735,383	\$ 735,383	Purdam Lift Station and Gravity Sewer, Work not complete and retainage from FY15 and not rolled over. \$145,000 for unforeseen construction costs associated
40	Wastewater	Construction Projects		026-018-3600-55-7780	\$ 2,134,033	\$ 735,383	\$ 2,869,416	
41	Wastewater	Wastewater Fund Balance	026-018-0510-55-3100		\$ -	\$ 477,187	\$ 477,187	Next Phase of Infiltration not budgeted due to unknown on property purchase
42	Wastewater	Construction Projects		260-180-5105-55-5690	\$ 450,000	\$ 477,187	\$ 927,187	
43	Wastewater	Wastewater Fund Balance	026-018-0510-55-3100		\$ -	\$ 100,000	\$ 100,000	Land Purchase Option not included in FY16 due to ongoing negotiations
44	Wastewater	Land		026-018-0510-55-7710	\$ -	\$ 100,000	\$ 100,000	
45	Wastewater	Wastewater Fund Balance	026-018-0510-55-3100		\$ -	\$ 50,000	\$ 50,000	Unforeseen wastewater work associated with the Karcher Middleton Project
46	Wastewater	Construction Projects		026-018-2306-55-7750	\$ -	\$ 50,000	\$ 50,000	
47	Wastewater	Wastewater Fund Balance	026-018-0510-55-3100		\$ -	\$ 156,190	\$ 156,190	Emergency Repairs - Western Regional Lift Station
48	Wastewater	Construction Projects		026-018-0510-55-7780	\$ -	\$ 156,190	\$ 156,190	



Planning & Zoning Department

Before the Mayor & City Council

March 21, 2016

Staff Report – Public Hearing Item #5

To: Mayor & City Council

Applicant: David Crawford representing Derek Bartlow

File No: VAC 2082-15

Prepared By: Norman L. Holm

Date: March 14, 2016

Requested Action: Vacation of the 5' Public Utility Easement north of the southerly property line of Lot 20, Block 3, Crystal Cove Subdivision.

Purpose: To allow the existing dwelling on the lot to be located within the required 5' setback from the southerly property line (as proposed to be adjusted 1' foot to the south).

GENERAL INFORMATION

Status of Applicant: Owner Representative

Existing Zoning: RS 7 (Single Family Residential – 7,000 sq ft)

Location: 4106 So Raintree Drive

Size of Vacation Area: Approximately 5' x 111.6' or 558 sq ft

Surrounding Land Use and Zoning:

North- Residential, RS 7

South- Residential, RS 7

East- Residential, RS 7

West- Residential, RS 7

Comprehensive Plan Designation: Low Density Residential

Applicable Regulations: State law requires the consent of adjoining property owners. The property owner/applicant making this request is the only property owner adjacent the proposed easement vacation area.

Description of Existing Uses: Developed, vacant single family residential lots.

SPECIAL INFORMATION

Planning & Zoning History: It appears that a portion of the southerly side of the dwelling was erroneously constructed around 1' into the required 5' easement and setback area along the southerly side of the lot.

In combination with an adjustment of the southerly lot line 1' to the south the 5' easement is proposed to be vacated.

Public Utilities: No City maintained or other public utilities exist within the easement area proposed to be vacated.

Environmental: Approval of the vacation will have no effect on the immediate neighborhood, other than clearing up the encroachment within the originally platted easement.

Correspondence: As of the date of this staff report no objections have been raised by any utility companies or surrounding property owners. Fire, Building, and Engineering Departments do not oppose the easement vacation.

STAFF FINDINGS AND DISCUSSION

Planning staff sees no reason why the requested general utility easement vacation should not be approved as requested. That easement proposed for vacation apparently is not needed for any public purposes.

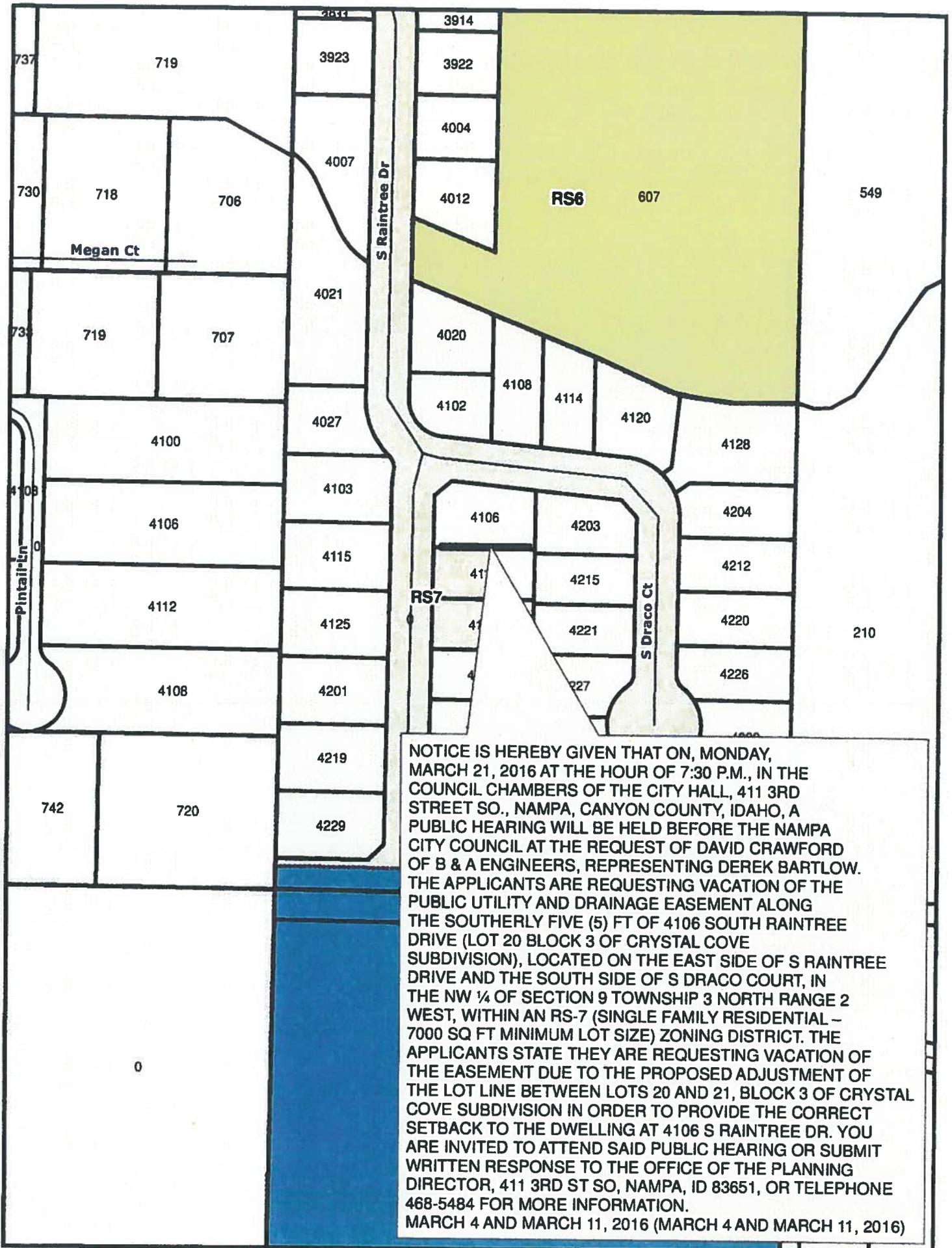
RECOMMENDED APPROVAL CONDITIONS

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

ATTACHMENTS

Vicinity map
Aerial map
Vacation sketch
Portion of subdivision plat
Application and letter

Agency and other correspondence



NOTICE IS HEREBY GIVEN THAT ON, MONDAY, MARCH 21, 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 DAVID CRAWFORD OF B & A ENGINEERS, REPRESENTING DEREK BARTLOW. THE APPLICANTS ARE REQUESTING VACATION OF THE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE SOUTHERLY FIVE (5) FT OF 4106 SOUTH RAIN TREE DRIVE (LOT 20 BLOCK 3 OF CRYSTAL COVE SUBDIVISION), LOCATED ON THE EAST SIDE OF S RAIN TREE DRIVE AND THE SOUTH SIDE OF S DRACO COURT, IN THE NW ¼ OF SECTION 9 TOWNSHIP 3 NORTH RANGE 2 WEST, WITHIN AN RS-7 (SINGLE FAMILY RESIDENTIAL - 7000 SQ FT MINIMUM LOT SIZE) ZONING DISTRICT. THE APPLICANTS STATE THEY ARE REQUESTING VACATION OF THE EASEMENT DUE TO THE PROPOSED ADJUSTMENT OF THE LOT LINE BETWEEN LOTS 20 AND 21, BLOCK 3 OF CRYSTAL COVE SUBDIVISION IN ORDER TO PROVIDE THE CORRECT SETBACK TO THE DWELLING AT 4106 S RAIN TREE DR. 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. MARCH 4 AND MARCH 11, 2016 (MARCH 4 AND MARCH 11, 2016)

Map



Address Candidates



Address Points

Active

Hold

Proposed

Retired

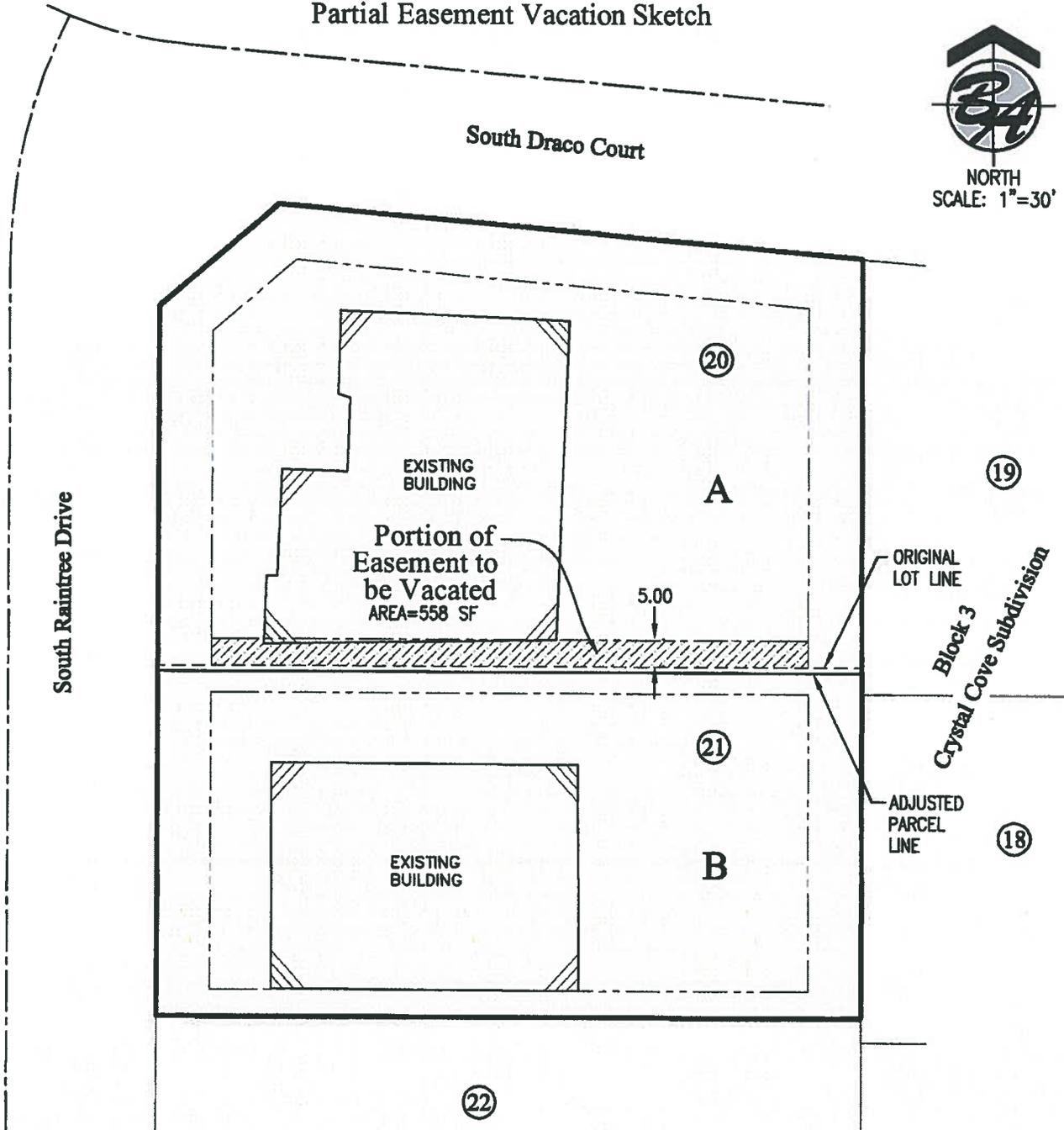
Other

County Parcels



Lot 20, Block 3 of Crystal Cove Subdivision

Partial Easement Vacation Sketch



Legend

- PROJECT / PROPERTY BOUNDARY
- NEW PARCEL LINE
- EXISTING PARCEL LINE TO BE ADJUSTED
- EXISTING LOT LINES
- EASEMENT LINES
- STREET CENTERLINE
- ORIGINAL LOT NUMBER, BLOCK 3
- PARCEL DESIGNATION

REFERENCE RECORD OF SURVEY
INST. NO. _____

A PARCEL OF LAND SITUATE IN THE
EAST HALF OF THE NORTHEAST QUARTER
OF THE NORTHWEST QUARTER OF SECTION 9,
TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
NAMPA, CANYON COUNTY, IDAHO.



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

DATE: DECEMBER 16, 2015
JOB NUMBER: TC02

WILLIAM H. BURST
CANYON COUNTY RECORDER

IS

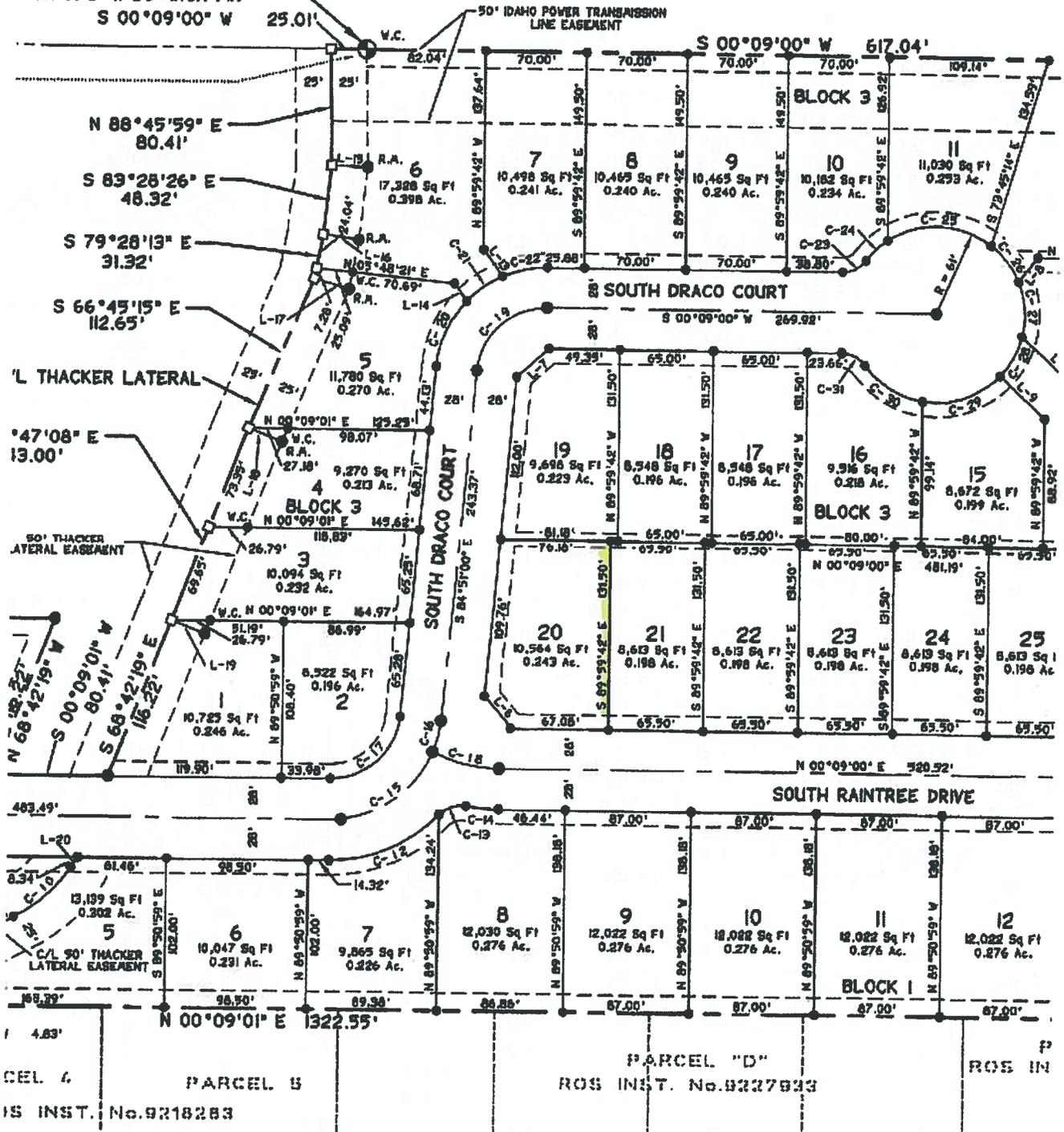
W. H. Burst

- ⊙ FOUND 5/8" IRON PIN
- SET 5/8" X 30" IRON PIN w/CAP
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" IRON PIN w/CAP
- W.C. WITNESS CORNER
- R.A. REFERENCE MONUMENT
- CALCULATED POINT, NOT SET

BEGINNING

P ON 5/8" X 30" IRON PIN

UNPLATTED



UNPLATTED





APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT
City of Nampa, Idaho

3/21/16
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 **\$505.00**

Name of Applicant/Representative: David Crawford - B&A Engineers, Inc. Phone: 208-343-3381
Address: 5505 W Franklin Road City: Boise State: ID Zip Code: 83705
Applicant's interest in property: (circle one) Own Rent Other Engineer
Owner Name: Derek Bartlow Phone: _____
Address: 4106 S. Raintree Drive City: Nampa State: ID Zip Code: 83686

Address of subject property: 4106 S. Raintree Drive

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 Crystal Cove Subdivision Lot 20 Block 3 Book 40 Page 48
- 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:

Requesting vacation of the public utility easement along the southerly five feet of Lot 20, Block 3 of Crystal Cove
Subdivision due to an adjustment of the lot line between Lots 20 and 21.

Dated this 8th day of January, 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 2147 - 2016 Project Name: VAC Side Easement 4106 S Raintree Dr



B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

Date: February 18, 2016

To: **City of Nampa
Planning**

From: David Crawford
B&A Engineers, Inc.

Re: Easement Vacation Request

City of Nampa Council and Staff:

On behalf of the applicant, as its agent, we are requesting to vacate a portion of an easement which was reserved on the plat of Crystal Cove Subdivision. Specifically the northerly 5-feet of an existing easement located on a common lot line between Lots 20&21, Block 3 of Crystal Cove Subdivision in Nampa, Canyon County, Idaho.

Please find attached the Idaho Power Application for Release of Easement form, copy of the original recorded plat, and a check for the \$150.00 application fee.

The following discusses the easement vacation:

➤ **Site information**

Site address	Parcel number	Lot Number
4106 Raintree	R2933613700	20, Block 3
4116 Raintree	R2933613800	21, Block 3

➤ **Narrative**

The purpose of the request is to remove the northerly 5-feet of an easement which was originally

Based on a survey of the subject property, no visible utilities were located within the easement, subject to this vacation request.

Utilities have been contacted and no objection has been encountered to vacate the easement.

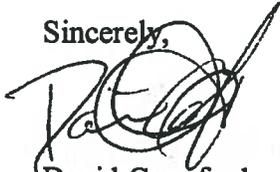
➤ **Summary**

By granting approval of the of the side lot line easement vacation, the existing building may be located within proper setbacks in conformance with the City of Nampa Zoning Code.

Based on the information provided within this letter, and as shown within the information contained in the application, we have not identified any negative impacts that would be caused by removing the easement. On behalf of the applicant, as their agent, we respectfully request approval of the easement vacation as shown within the application.

If you have any questions you may contact me at the office or by e-mail at dacrawford@baengineers.com

Sincerely,

A handwritten signature in black ink, appearing to read 'David Crawford', written over the word 'Sincerely,'.

David Crawford
B&A Engineers, Inc.

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: Marche 09, 2016

Rev:

Re: Vacation of a 5' easement along southerly property line lot 20, block 3 Crystal Cove Subdivision following lot line adjustment

Applicant: B & A Engineers, Inc. David Crawford on behalf of owners

Applicant Address: 5505 W. Franklin Road, Boise Idaho 83705

Property Address: 4106 So. Raintree

VAC2147-16 for March 21, 2016 City Council Meeting

Fire flow at this location is 1,500 GPM.

Vacation of easement is requested to bring residence into conformance with City Zoning Code following a lot line adjustment.

Therefore the Engineering Division has no concerns with recommending granting this vacation as no public utilities reside within this easement.

Christopher Daly

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Monday, March 07, 2016 1:13 PM
To: Christopher Daly
Subject: VAC 2147-16

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Good Afternoon Christopher,

The Nampa Highway District #1 has no objection to the vacation of the public utility and drainage easement along the southerly 5' of 4106 S. Raintree Dr. located on the east side of S. Raintree Dr. and the south side of S. Draco Ct. within an RS-7 zoning district for David Crawford of B & A Engineers, representing Derek Bartlow, as it is not within the Highway District's jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation

Shellie Lopez

From: Neil Jones
Sent: Tuesday, February 23, 2016 12:01 PM
To: Shellie Lopez
Subject: RE: Vacation of a side portion of 4106 S. Raintree Dr. VAC 2147-16

Building Department has no conditions.

Neil Jones
Assistant Building Official

From: Shellie Lopez
Sent: Monday, February 22, 2016 11:04 AM
To: Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Carl Miller <CMiller@compassidaho.org>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Greg Goodman <goodmang@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooks@cityofnampa.us>; Juan Vergara <vergaraj@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; Marlen Salinas <salinasm@cityofnampa.us>; Martin Bautista <bautistam@cityofnampa.us>; Michael Fuss <fussm@cityofnampa.us>; Neil Jones <jonesn@cityofnampa.us>; Patrick Sullivan <sullivanw@cityofnampa.us>; Ray Rice <ricer@cityofnampa.us>; Robin Collins <collinsrr@cityofnampa.us>; Sylvia Mackrill <mackrill@cityofnampa.us>; Tina Fuller <tfuller@compassidaho.org>; Tom Laws <tlaws@compassidaho.org>; Vickie Holbrook <holbrookv@cityofnampa.us>
Subject: Vacation of a side portion of 4106 S. Raintree Dr. VAC 2147-16

Good Morning Everyone!

VAC 2147-16:

B & A Engineers, Inc. has requested Vacation for a side portion of 4106 S Raintree Drive.

The requested Vacation is for (5) ft along the southerly side portion of 4106 S. Raintree Dr. (09-2N-2W Crystal Cove Subdivision, Lots 20 Block 3). The property is located within a RS 7 (Single Family Residential – 7,000 sq. ft.) zoning district.

The Vacation application is scheduled as a public hearing item on the City Council agenda of March 21, 2016.

Please find attached the VAC 2147-16 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to March 09, 2016.

Please do not hesitate to contact me with any questions or concerns.

Thank you & have a great day!

December 14, 2015

B&A Engineers, Inc.
Attn: David Crawford
5505 W. Franklin Road
Boise, Idaho 83705

Re: Relinquishment of a 10' public utility easement located between Lots 20 & 21, Block 3 of Crystal Cove Subdivision.

Situated in the Northwest Quarter of Section 9, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Dear Mr. Crawford:

This is in response to the Relinquishment Application submitted to Idaho Power Company on December 1, 2015, regarding the possible relinquishment of a certain area of platted utility easement located between Lots 20 & 21, Block 3, and Crystal Cove Subdivision, as shown in Exhibit A (the "Utility Easement Area").

Idaho Power's review of the relinquishment request indicated that there are no facilities with the Utility Easement Area. As such, Idaho Power agrees to relinquish what easement rights are found within the Utility Easement Area.

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
Associate Real Estate Specialist
Land Management and Permitting Department
(208) 388-2699
malandt@idahopower.com

Sylvia Mackrill

From: Greg Goodman
Sent: Monday, February 22, 2016 1:34 PM
To: Sylvia Mackrill
Subject: VAC 2147-16 4106 S Raintree Dr.

No violations at this time.

Gregory Goodman
Code Compliance & Community Relations Officer
208-468-5464
City of Nampa, ID

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

Before the Mayor & City Council

March 21, 2016

Staff Report – Public Hearing Item #6

To: Mayor & City Council

Applicant: Jim Shervik

File No: VAC 2152-16

Prepared By: Norman L. Holm

Date: March 14, 2016

Requested Action: Vacation of the two 5-foot drainage easements common to the lot line between Lots 18 & 19, Block 1 of North Slope Subdivision.

Purpose: To allow one single family dwelling to be built overlapping both lots.

GENERAL INFORMATION

Status of Applicant: Owner

Existing Zoning: RS 7 (Single Family Residential – 7,000 sq ft)

Location: 11615 and 11605 W Cross Slope Way

Size of Vacation Area: Approximately 10' x 155.66' or 1,556.6 sq ft

Surrounding Land Use and Zoning:

North- Residential, RS 7

South- Hunter's Point Golf Course, AG

East- Residential, RS 7

West- Residential then Hunter's Point Golf Course, RS 7 then AG

Comprehensive Plan Designation: Low Density Residential

Applicable Regulations: State law requires the consent of adjoining property owners. The property owner/applicant making this request is the only property owner adjacent the proposed easement vacation area.

Description of Existing Uses: Two vacant single family residential lots to be combined into one.

SPECIAL INFORMATION

Planning & Zoning History: The subject property was originally platted as two single family residential lots. The applicant proposes to combine the lots into one to build one single family dwelling thereon requiring the vacation of the two 5-foot drainage easements common to the lot line between the two lots.

Public Utilities: No City maintained or other public utilities exist within the easement areas proposed for vacation.

Environmental: Approval of the vacation will have no effect on the immediate neighborhood, other than allowing the two lots to be combined and the easements eliminated.

Correspondence: As of the date of this staff report no objections have been raised by any utility companies or surrounding property owners. Fire, Building, and Engineering Departments do not oppose the easement vacation.

STAFF FINDINGS AND DISCUSSION

Planning staff sees no reason why the requested easement vacations should not be approved as requested. The easements proposed for vacation are not needed for any public purposes following the combining of the two lots into one.

RECOMMENDED APPROVAL CONDITIONS

The Engineering Division does not oppose the granting of the easement vacation, but requests the following conditions:

- 1) Owner provides City with a copy of the recorded record of survey/lot line adjustment to be attached to the building permit that is currently in review, permit number B12421-16.
- 2) Building permit to not be issued until the easement is approved by Council.

ATTACHMENTS

Vicinity map

Aerial map

Portion of subdivision plat showing lots

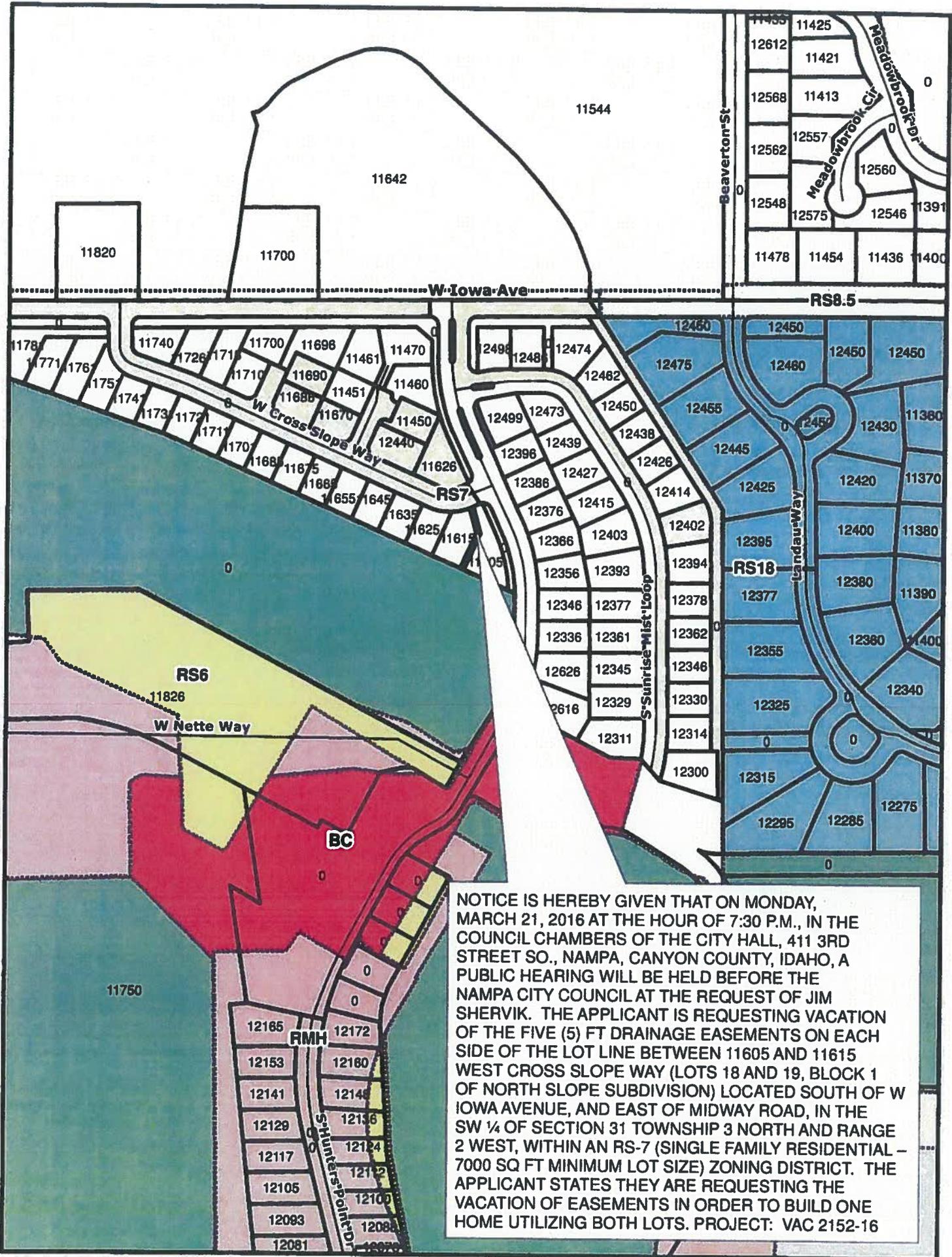
Subdivision plat

Site plan with easement location

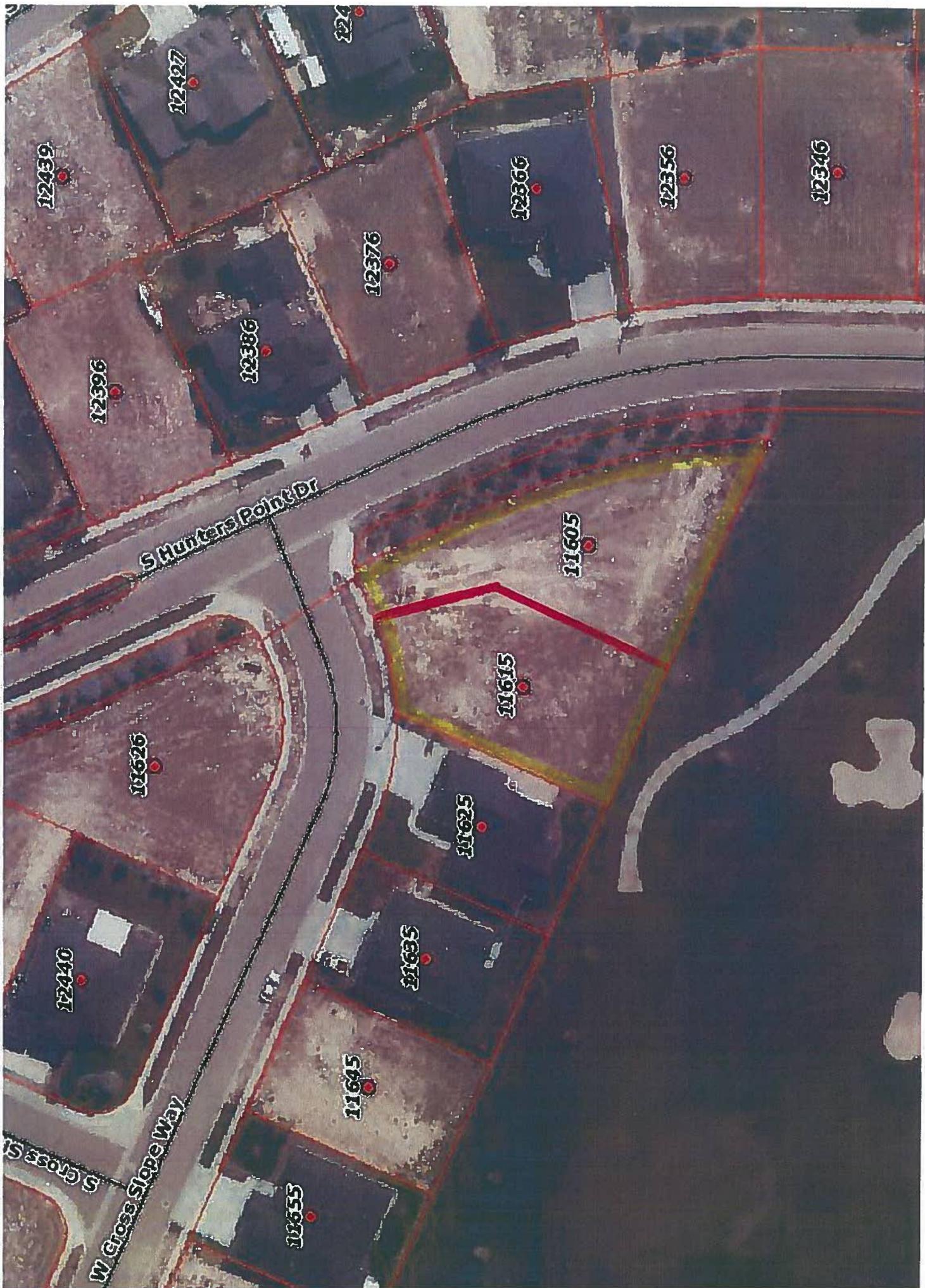
Home elevation

Application

Agency and other correspondence



NOTICE IS HEREBY GIVEN THAT ON MONDAY, MARCH 21, 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 JIM SHERVIK. THE APPLICANT IS REQUESTING VACATION OF THE FIVE (5) FT DRAINAGE EASEMENTS ON EACH SIDE OF THE LOT LINE BETWEEN 11605 AND 11615 WEST CROSS SLOPE WAY (LOTS 18 AND 19, BLOCK 1 OF NORTH SLOPE SUBDIVISION) LOCATED SOUTH OF W IOWA AVENUE, AND EAST OF MIDWAY ROAD, IN THE SW ¼ OF SECTION 31 TOWNSHIP 3 NORTH AND RANGE 2 WEST, WITHIN AN RS-7 (SINGLE FAMILY RESIDENTIAL - 7000 SQ FT MINIMUM LOT SIZE) ZONING DISTRICT. THE APPLICANT STATES THEY ARE REQUESTING THE VACATION OF EASEMENTS IN ORDER TO BUILD ONE HOME UTILIZING BOTH LOTS. PROJECT: VAC 2152-16



S Hunters Point Dr

W Cross Slope Way

S Cross St

12427

12439

12396

12386

12376

12366

12356

12346

11626

11640

11625

11635

11645

11655

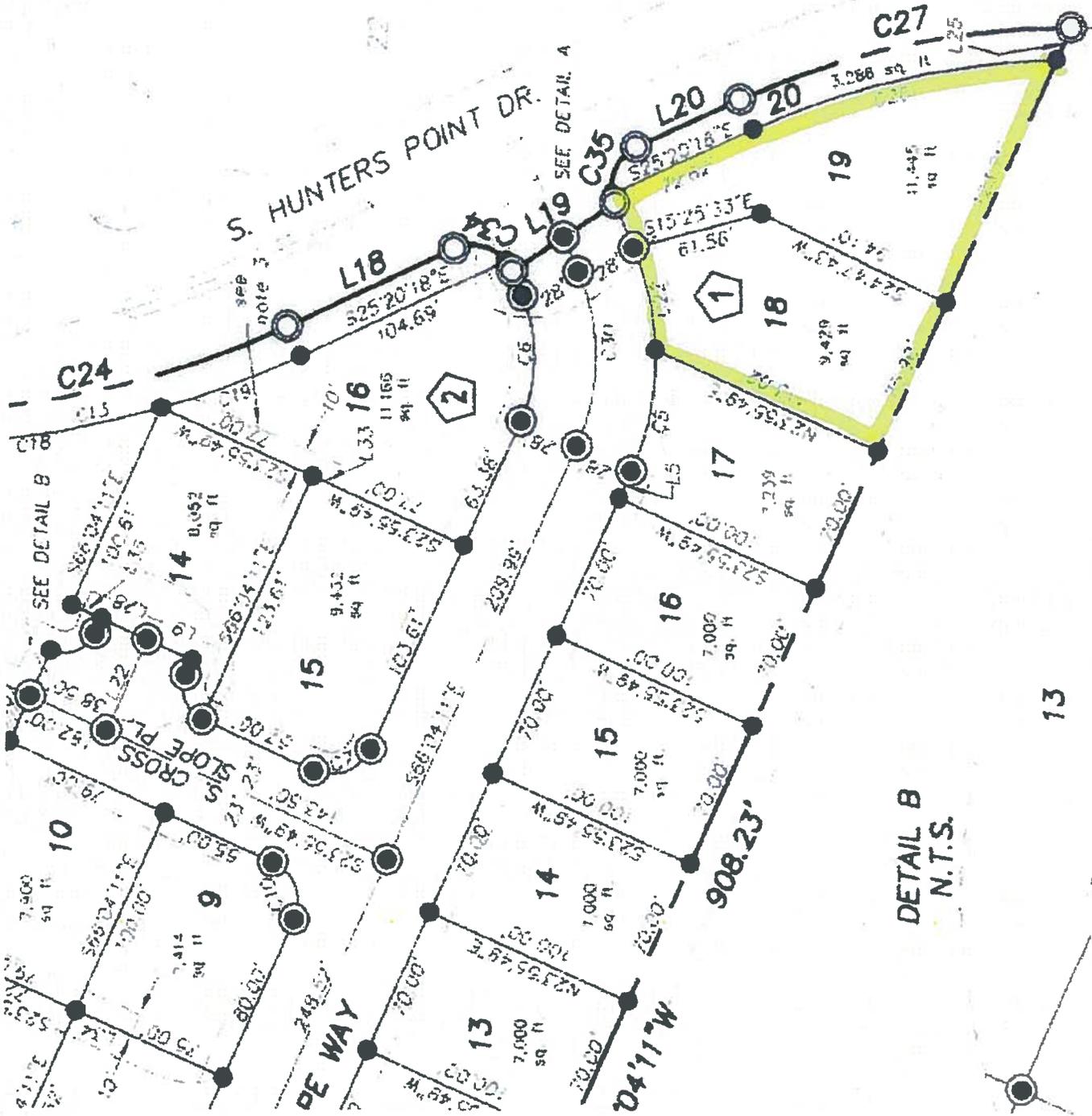
11615

11605

SUNRISE CROSSING
SUBDIVISION
BOOK PAGE

S. HUNTERS POINT DR.

UNFLATTED
HUNTER'S POINT
GOLF COURSE



DETAIL B
N.T.S.

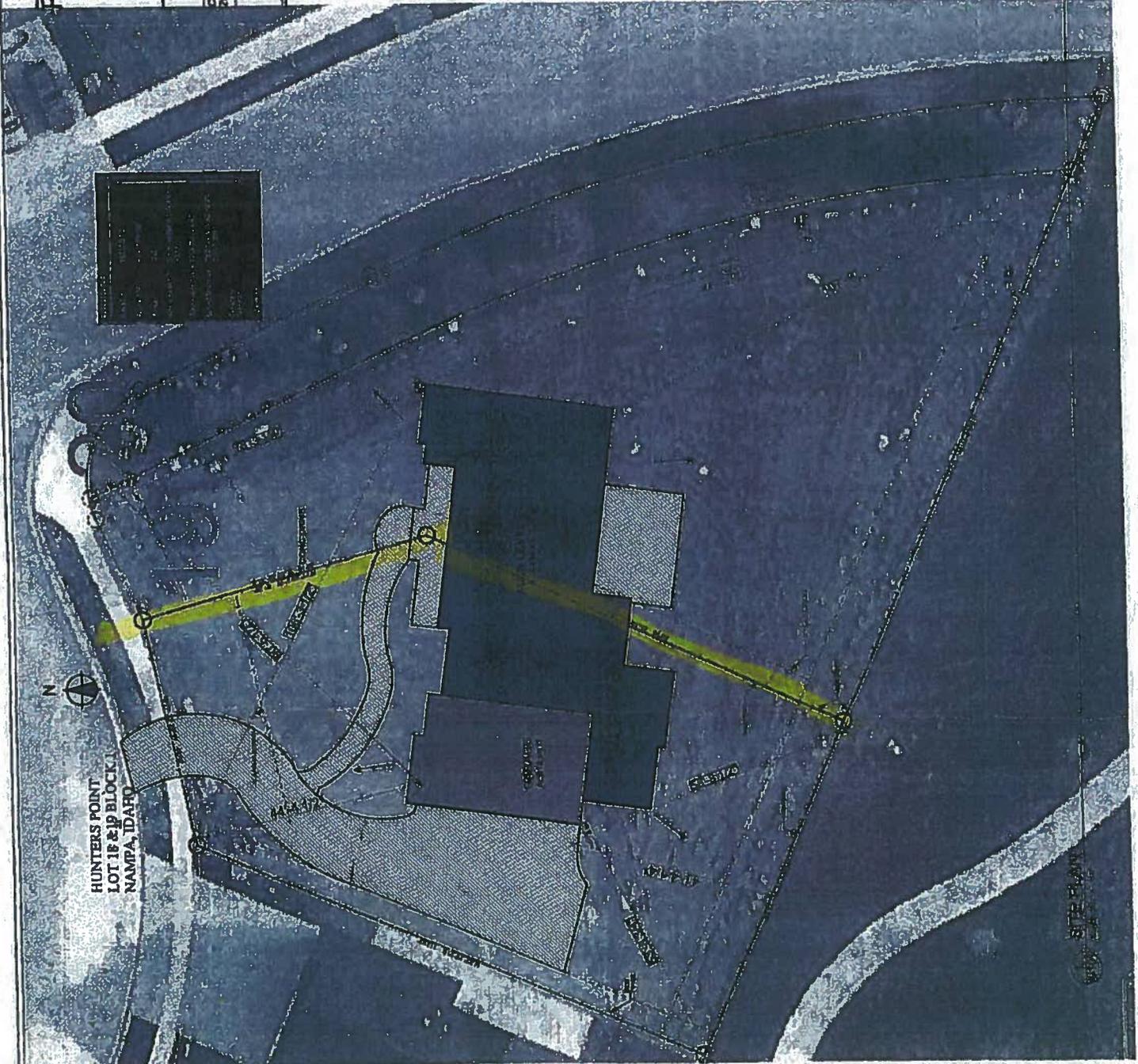
PRESCRIPTIVE ENERGY COMPLIANCE

2009 INTERNATIONAL ENERGY CONSERVATION CODE

THE PROPOSED BUILDING HAS BEEN DESIGNED TO MEET REQUIREMENTS OF THE INTERNATIONAL ENERGY CONSERVATION CODE

INSULATION AND FENESTRATION BY COMPLIANCE

CLIMATE ZONE	WINDOW U-FACTOR	WINDOW SHGC	CEILING R-VALUE	WOOD WALL R-VALUE	FLOOR R-VALUE	SLAB R-VALUE
B	.35	.32	38	21	30	10.2



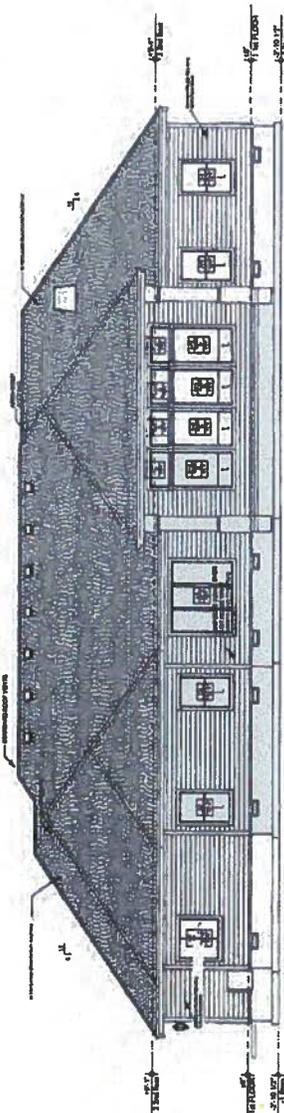


SPENCER

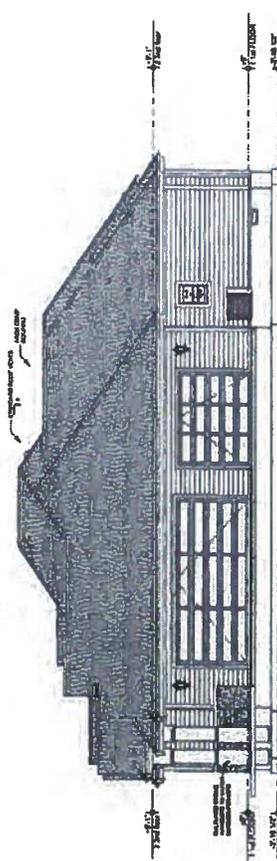
SHERVAK
Slovakia, Czech Republic

A-202

CLERESTORIES



1 REAR ELEVATION
SCALE: 1/4" = 1'-0"



2 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT
City of Nampa, Idaho

3/21/16 CC
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 \$505.00

Name of Applicant/Representative: Jim Sherwin Phone: 941 1837
Address: 884 Corporate Ln City: Nampa State: Id. Zip Code: 83457
Applicant's interest in property: (circle one) Own Rent Other Contractor
Owner Name: Jim Sherwin Phone: 941 1837
Address: _____ City: _____ State: _____ Zip Code: _____

Address of subject property: 11615 11605 Cross Slope Way

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information

Please provide the following REQUIRED DOCUMENTATION to complete the vacation:

- Original Legal description of property **AND a legible WORD formatted document.** (Must have for final recording)
Old or illegible title documents will need to be retyped in a WORD formatted document.
- Or Subdivision _____ Lot _____ Block _____ Book _____ Page _____
- List of names, addresses **AND written consent** of the owners and contract purchasers of all the property adjoining the vacated portion.
- 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:

Build 1 home on both lots -

Dated this 25 day of FEB, 20 16


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 2152 - 2016 Project Name: VAC Easement 11615 + 11605 Cross Slope Way

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: March 09, 2016

Rev:

Re: Vacation of the two 5-foot drainage easements common to the lot line between lots 18 & 19, block 1 of North Slope Subdivision.

Applicant: Jim Shervik-Shervik Signature Homes

Applicant Address: 984 W. Corporate Lane, Nampa, Idaho 83651

Property Address: 11615 W. Cross Slope Way (Lots 18 & 19, Block 1 North Slope Subdivision)

VAC2152-16 for March 21, 2016 City Council Meeting

Fire flow at this location is 1,500 GPM.

Vacation of easements is requested to be able to build one home on both lots.

Therefore the Engineering Division has no concerns with recommending granting this vacation with the following condition:

- Owner provides City with a copy of the recorded record of survey/lot line adjustment to be attached to the building permit that is currently in review, permit number B12421-16.
- Building permit to not be issued until the easement is approved by Council.

March 11, 2016

City of Nampa
Attn: Norman L. Holm, Planning Director
411 3rd Street South
Nampa, Idaho 83651

Re: The petition for Vacation of Public Utility Easement located in North Slope Subdivision, City of Nampa, Canyon County, Idaho.

Dear Mr. Holm:

Idaho Power has reviewed an application to vacate a public utility easement as provided by Jim Shervik, and submits this letter of comment in response.

Our records and a physical inventory indicate that Idaho Power Company does maintain facilities within the general area and thus requires that the existing rights be partially retained. IPC's approval of this vacation request is given, conditional upon the completed construction of the project *as depicted on the site plan* attached hereto as Exhibit A.

Please consider this comment letter a written request for a copy of the recorded resolution of the City of Nampa's determination on this matter, and any other instrument that would pertain to a conveyance of the subject property, should the City of Nampa approve the requested vacation.

Idaho Power Company thanks you for providing the opportunity to comment on the vacation petition/application.

Thank you,



Mary K. Alandt
Associate Real Estate Specialist
Land Management and Permitting Department
Phone: (208) 388-2699
Email: malandt@idahopower.com

Christopher Daly

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, March 08, 2016 3:40 PM
To: Christopher Daly
Subject: VAC 2152-16

Good Afternoon Christopher,

The Nampa Highway District #1 has no objection to the vacation of the 5' drainage easements on each side of the lot line between 11605 and 11615 West Cross Slope Wy. located south of W Iowa Ave and east of Midway Road for Jim Shervik, as it is not within the Highway District's jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation

Sylvia Mackrill

From: Kent Lovelace
Sent: Friday, February 26, 2016 8:42 AM
To: Sylvia Mackrill
Subject: ~~CC16-000050~~ VAC 2152-16

Follow Up Flag: Follow up
Flag Status: Completed

no violations seen at this time

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: Greg Goodman
Sent: Friday, February 26, 2016 3:35 PM
To: Sylvia Mackrill
Subject: RE: Vacation of easements between 11605 and 11615 Cross Slope Way VAC 2152-16

No violations at this time.

Gregory Goodman
Code Compliance & Community Relations Officer
208-468-5464
City of Nampa, ID

From: Sylvia Mackrill
Sent: Friday, February 26, 2016 10:27 AM
To: Amanda Morse; Beth Ineck; Brent Hoskins; Craig Tarter; Daniel Badger; Don Barr; Jeff Barnes; Jennifer Yost; Jim Brooks; Kent Lovelace; Marlen Salinas; Michael Fuss; Neil Jones; Patrick Sullivan; Ray Rice; Robin Collins; Tina Fuller; Vickie Holbrook
Subject: Vacation of easements between 11605 and 11615 Cross Slope Way VAC 2152-16

VAC 2152-16:

Jim Shervik has requested Vacation of the 5 ft drainage easements on each side of the lot line between 11605 and 11615 W Cross Slope Way (Lots 18 and 19, Block 1 of North Slope Subdivision) located south of W Iowa Ave and east of Midway Rd, within an RS-7 zoning district. The applicant states they are requesting the Vacation of the easements in order to construct one house utilizing both lots.

The application is scheduled as a public hearing item on the City Council Agenda for March 21, 2016. Please review and forward any comments to my attention prior to March 11th.

Thank you,

Sylvia Mackrill
City of Nampa Planning Department
208-468-5484
mackrill@cityofnampa.us

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Norm Holm

From: Jim and JoAnn Willis <jawillis@nnu.edu>
Sent: Wednesday, March 16, 2016 11:26 AM
To: Norm Holm
Subject: Shervick Request

Hi Norm,

This note is to confirm that the Hunter's Point HOA Board is in support of the combining of the two lots on Cross Slope. Thank you. JoAnn Willis

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