

City of Nampa
Regular Council Meeting
April 4, 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 – Dr. Fred Fullerton – Vice President for Spiritual & Leadership Development at NNU
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 7, 2106 & March 21, 2016, Airport Commission Meeting; the Nampa Bicycle and Pedestrian Advisory Committee Meeting of December 20, 2015 & January 12, 2016; the Board of Appraisers Minutes; the Planning & Zoning Commission Meeting; the Library Board Meeting; IT Steering Committee Meeting
- 2) Bills
- 3) The City Council Dispenses With the Three (3) Reading Rule of Idaho Code § 50-902 for all Ordinances
- 4) Final Plat Approvals
 - a) NONE
- 5) Authorize Public Hearings
 - a) Extending the Current Area of Impact Boundary and Swapping Parts of the Current Boundary with the City of Caldwell
 - b) Annexation & Zoning to RS-6 for 2208 Sunny Ridge Road
 - c) Annexation & Zoning to RMH & Conditional Use Permit for a 99-Bed Skilled Nursing Facility at 820 and a Portion of 1002 N Happy Valley Road
- 6) Authorize to Proceed With Bidding Process
 - a) Lift Station #3 Upgrades Project
- 7) Monthly Cash Reports
- 8) Licenses for 2016-2017 (All Licenses Subject to Police Approval): **See Attached Liquor Renewal List**
- 9) Approval of Agenda

Communications

Downtown Update – Morgan Treasure

Staff Communications

Staff Report – Michael Fuss

Unfinished Business

- 1) Third 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) Resolution Adopting New Fees for the Nampa Civic Center
- 3) First Reading of Ordinance Rezoning 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

- 4) First Reading of Ordinance Modifying an 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
- 5) First Reading of Ordinance Vacating the Five Foot Drainage Easements on Each Side of the Lot Line Between 11605 and 11615 W Cross Way for Jim Shervik
- 6) First Reading of Ordinance Vacating 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

New Business

- 1) Authorize Mayor to Provide Letter of Support & Commitment of Match for I-84 Project from Northside Boulevard to Franklin Boulevard & Associated Improvements for TIGER & FASTLANE Grants
- 2) Resolution Authorizing the Disposal of Property for the Police Department
- 3) Authorize Public Works Director to sign amendment to I-84 Karcher Interchange, Interchange Modification Report Task Order with Parametrix for NEPA Analysis
- 4) Authorize Engineering to move forward with design of additional repairs as recommended for the 2016 CDBG Downtown Sidewalk & Tree Replacement Project
- 5) Award bid and authorize Mayor to sign contract for the 11th Avenue North Rebuild Project (Birch Ln. to Cherry Ln.) with Idaho Materials and Construction
- 6) Authorize Mayor and Public Works Director to Sign Task Order with HDR Engineering, Inc., for 2016 Construction Management of Capital Improvement Plan Projects
- 7) Adopt 2016 Nampa Municipal Airport Land Lease Agreement for Nampa Municipal Airport

Public Hearings

- 1) Variance to the Required Setbacks in the BC Zoning District for 704 11th Avenue N and 708 11th Avenue N for Lynn Sharp
- 2) Vacation of the 20 ft Alley Located Adjacent to Lots 7 & 8, Block 7 and Lot 6, Block 7 of Grumbling and Fulmer's Addition Subdivision for Lynn Sharp
- 3) Vacation of the 20 ft Alley Located at 304 16th Avenue N for the Boise Rescue Mission

Adjourn

Next Meeting

◆ **Regular Council at 6:30 p.m. – Monday, April 18, 2016 City Council Chambers**

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

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

REGULAR COUNCIL
March 7, 2016

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

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

Mayor Henry amended the agenda by tabling public hearing #5 Increase in Wastewater, Domestic & Irrigation Water Utility Hook-Up Rates & Fees and items #4 thru 7 under unfinished business which are resolution to do with hookup fees.

MOVED by Haverfield and **SECONDED** by White to **approve the Consent Agenda with the above mentioned amendments; Regular Council Minutes of February 16, 2016 and Special Council Minutes of February 11, 2016 and February 16, 2016; and Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; and Airport Commission Minutes; Planning & Zoning Commission Minutes; Library Commission Minutes; IT Steering Committee Minutes; department reports, bills paid; The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; final and preliminary plat approvals: 1) None; and authorize the following public hearings: 1) Modification of annexation and zoning development agreement between Timbercreek Development, LLC and the City of Nampa recorded 08/07/2014 as instrument number 2014028508 – amending the original approved conceptual layout and common areas with no increase in the number of structures or four-plexes for Timbercreek Subdivision on 11.01 acres for Horrocks Engineers/Wendy Shrief/Evans Trust; Authorization to Proceed with the Bidding Process: 1) 6th Street North Roadway and Waterline Improvements Project; 2) Irrigation Water Quality Upgrades Project; 3) Request for Qualification (RFQ) process for Transportation Master Plan Update and 2015-2016 Licenses: (all licenses subject to police approval): Shari's, 1807 Caldwell Boulevard, on-premise beer and wine; Shadow Hills LLC, 112/114 13th Avenue South, on-premise beer, wine and liquor; Friendly Fred's, 507 16th Avenue North, off-premise beer and wine; Brick 29 LLC, 320 11th Avenue South, on-premise beer, wine and liquor; Red Robin, 222 Cassia Road, on-premise beer, wine and liquor; Starbuck's, 1324 12th Avenue Road, on-premise beer and wine; Smokey Mountain Pizza & Pasta, 2007 North Cassia, on-premise beer, wine and liquor; Hong Kong Restaurant, 117 12th Avenue South, on-premise beer, wine and liquor; Texas Roadhouse, 1830 Caldwell Boulevard, on-premise beer, wine and liquor; and Monthly Cash Reports; approval of the agenda.** The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Paul Panther, Chief of the Criminal Law Division of the Attorney Generals Office two and half year ago I was here to talk about our offices –The Internet Crimes Against Children Unit because Nampa assigned someone to that unit and that was Nampa Police Detective Brice King and he was with the unit for two years. Officer King has been a very valuable member of our team and we wanted to recognize him tonight. Mike Steen is our Chief Investigator, Casey Hemmer is Head of the Internet Crimes Against Children (ICAC unit) and Steve Benkula is the Operational Coordinator.

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Steve Benkula thanked the Nampa Police Department for letting Brice work in the Unit. Brice is unique and one of a kind and fits well with the team. Steve told us little bit about working with Brice and his habits. His talents were utilized in many different ways, as a lead case agent, interviewer, forensic examiner and support he was a huge help with the back log of forensic exams that our department has been able to clear. I have been impressed with his tenacity in completing his cases. He has had many cases that he has been able to rescue children, but one that comes to mind happened about one year ago. Detective King received a tip that a predator was soliciting images of children that were being victimized via twitter. The investigation found that the predator was looking into images that had the same characteristics as his own children. He also learned that the house that he lived in looked into the play ground of a local elementary school. Due to his diligence we believe we were able to pick this suspect up prior to him victimizing his children or children of the elementary school. A plaque was given to Brice King.

Margaret Harvey service planner with VRT presented a staff report on the route restructures for Canyon County and intercounty. (Develop potential service changes to ValleyRide fixed route system that will be sustainable and reliable for customers based on available financial resources.)

Current Conditions

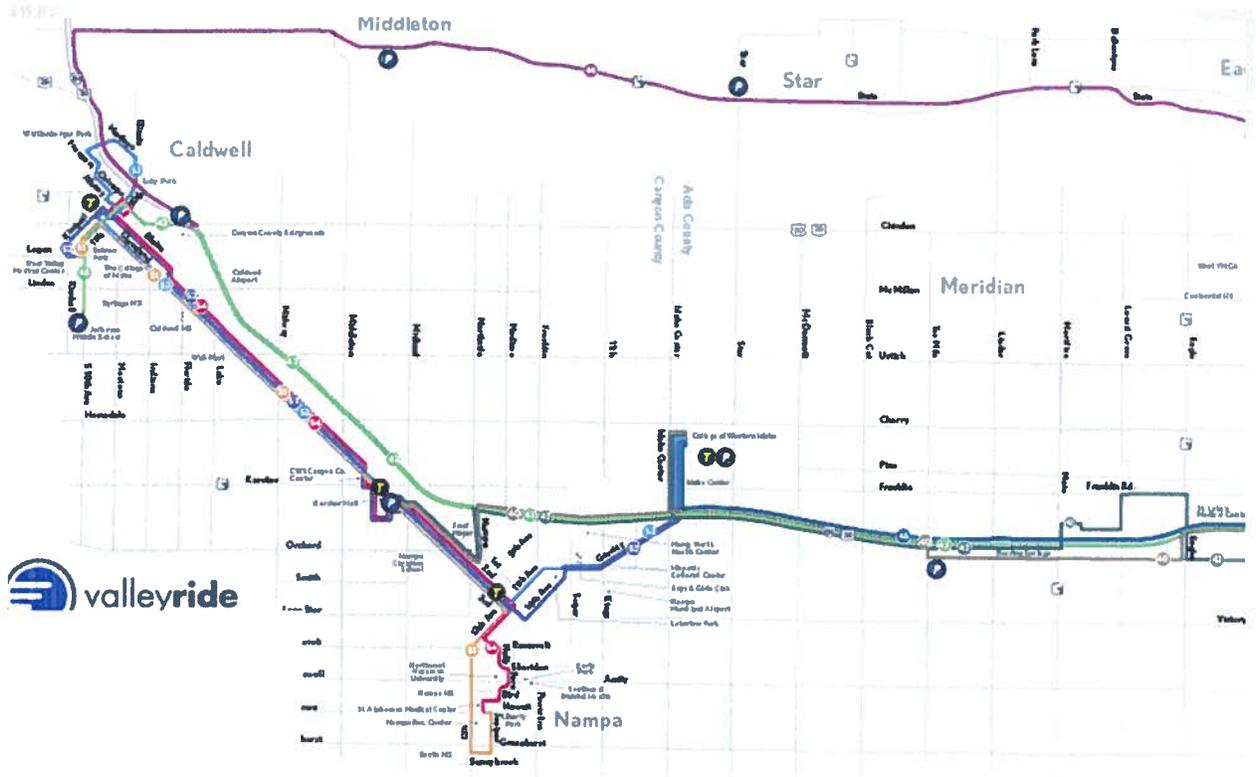
- Canyon County Local Service: Monday-Friday
 - Five Local Fixed Routes
 - One Flex Route (Demand response)
- Inter County Service: Monday-Friday
 - Five Routes

On-time performance

Limited resources

Limited frequency in neighborhoods

Duplication of service on Nampa-Caldwell Boulevard



Scenario Development

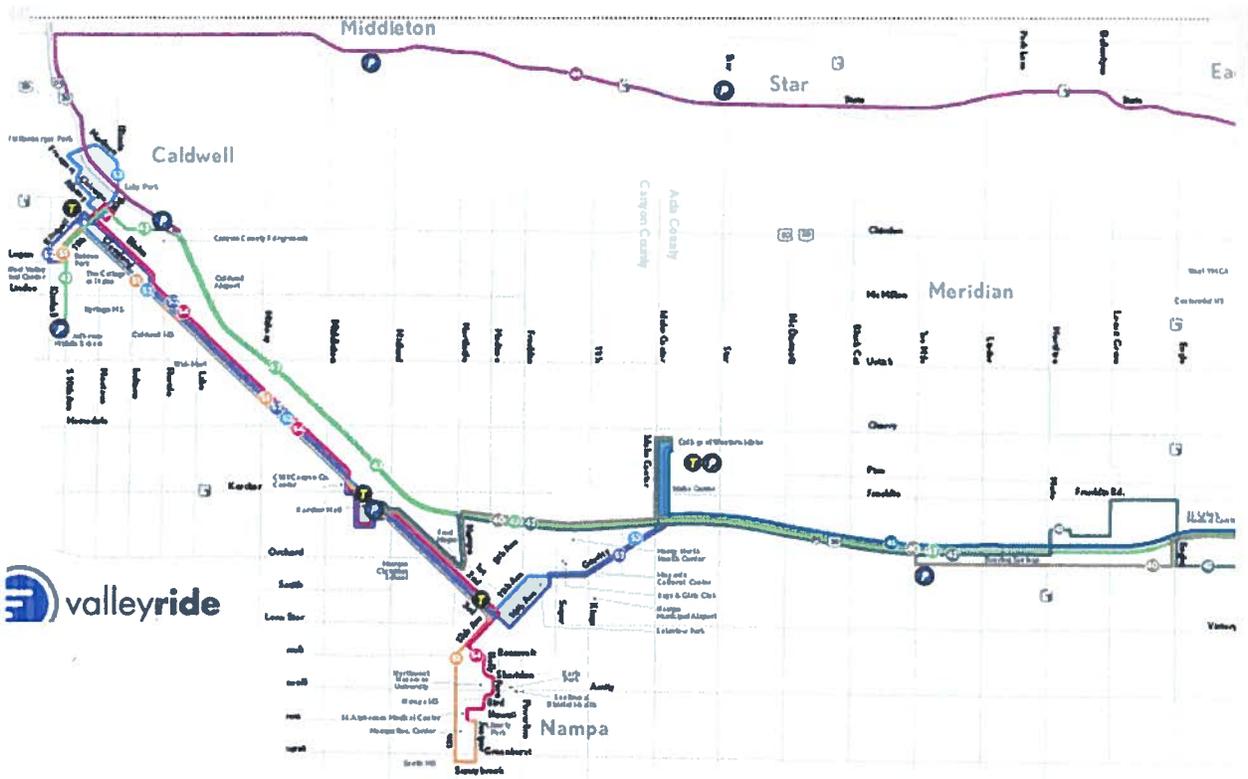
- Stakeholder interviews both public & private
- Technical Committee with city & county staff
- Operations staff input

Public Outreach

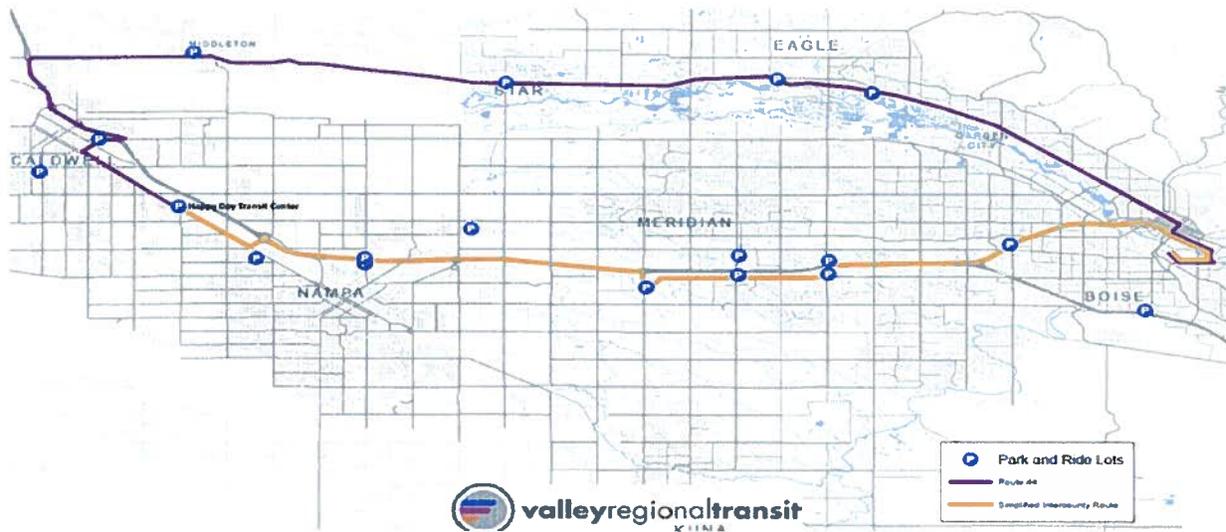
- Began February 22nd
- Webpage and online survey in English and Spanish
- Three open houses/public hearings
- Widespread Email and flyer distribution
- Display ads and Spanish radio ads
- City council and county commission Presentations
- Comment period closes March 13th

Intercounty Routes

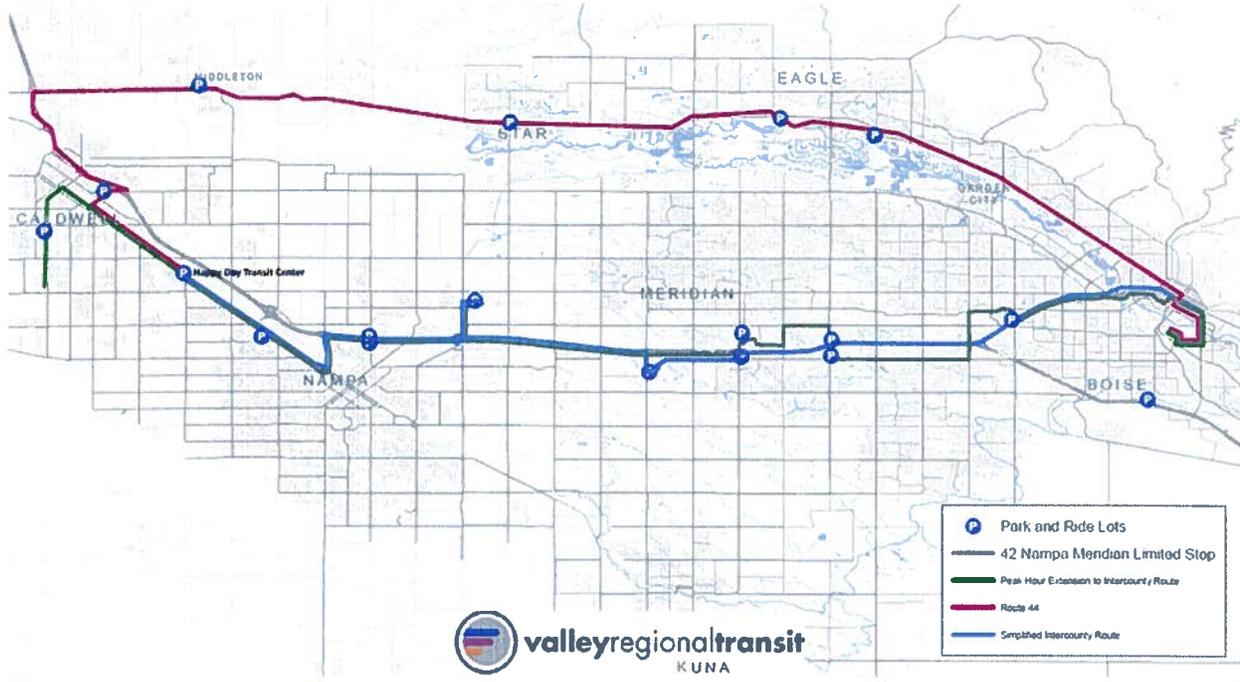
- Five routes
- Limited midday service

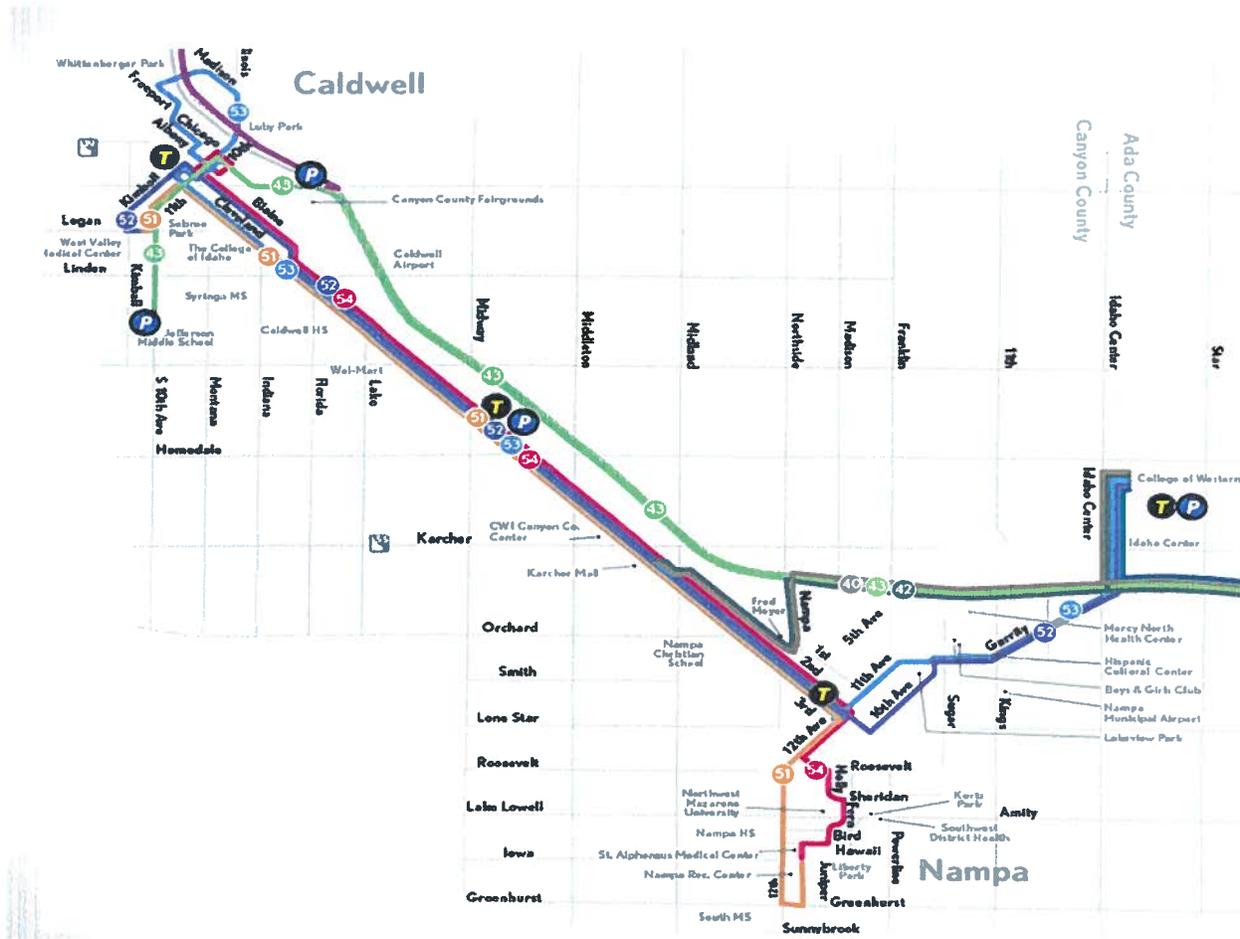


Inter county Scenario 1

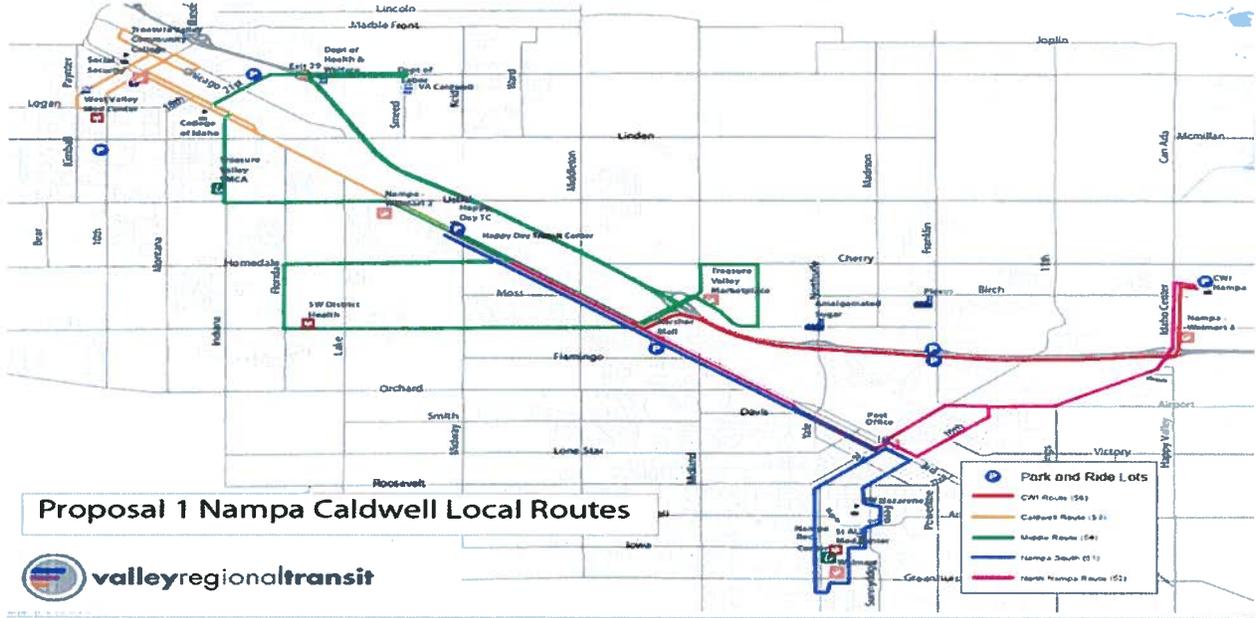


Inter county Scenario 2

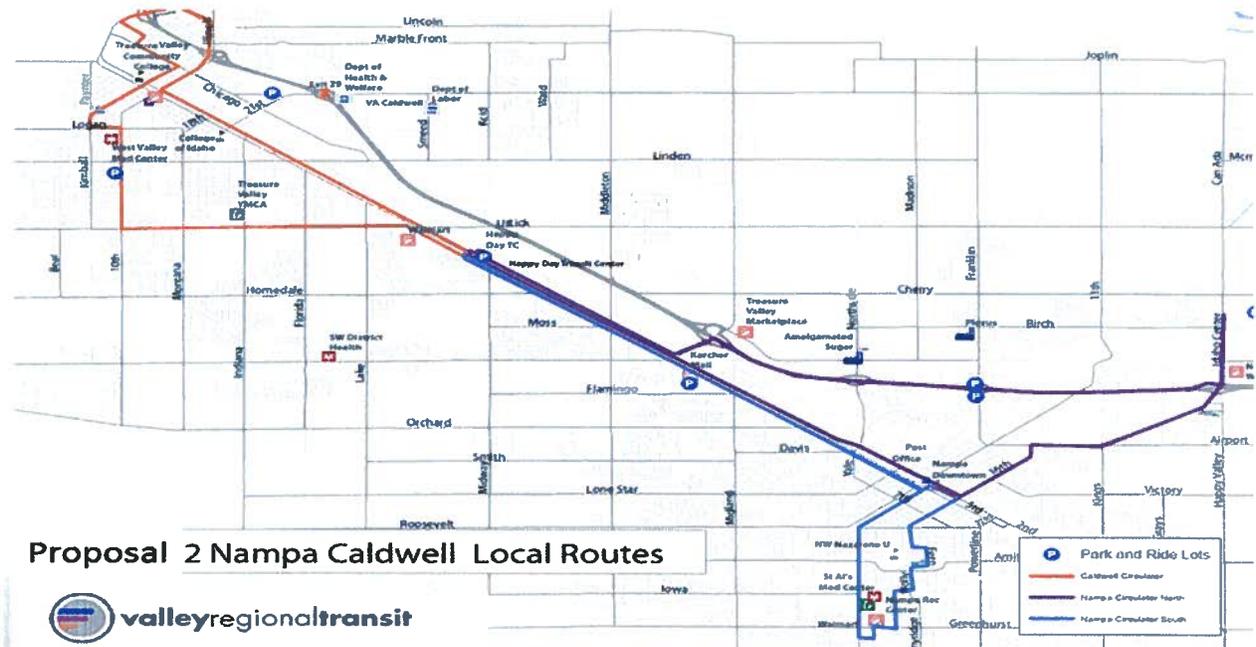




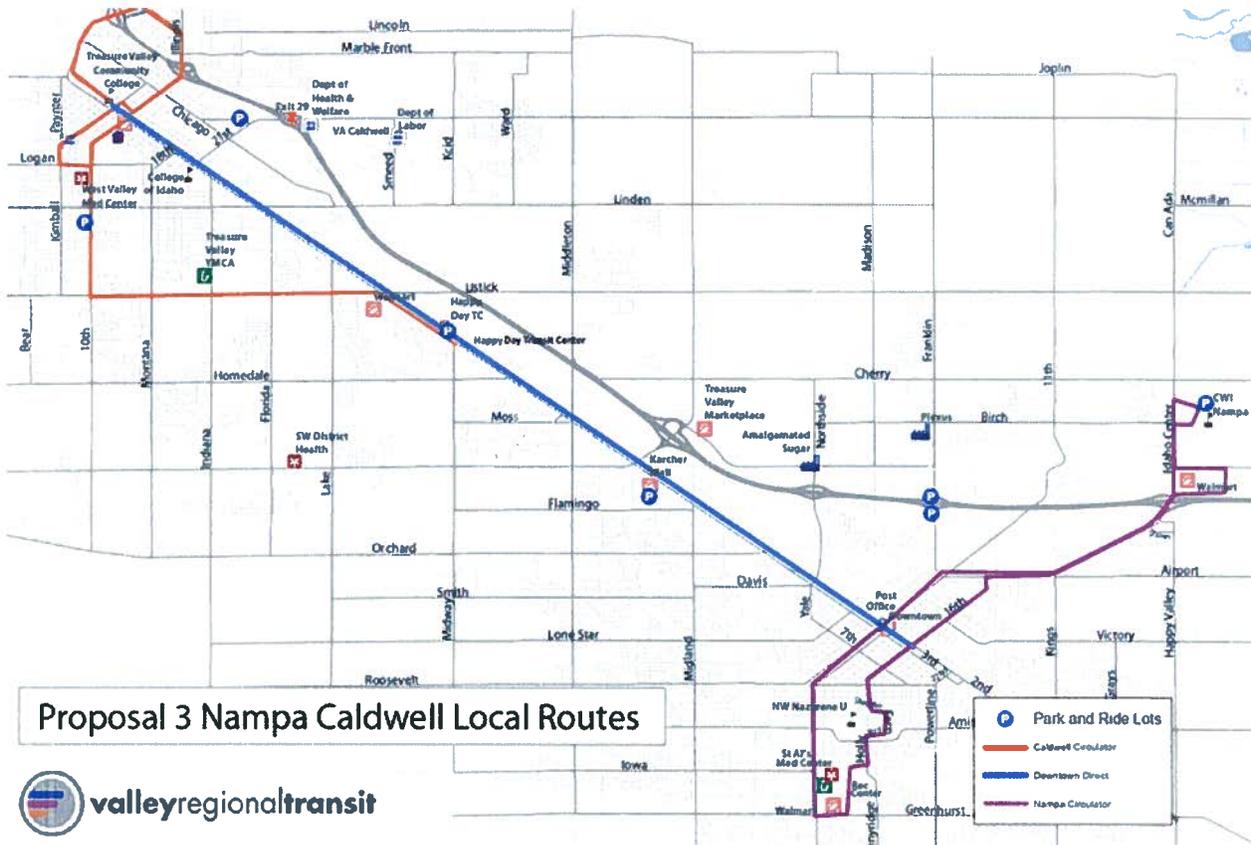
Nampa Caldwell Proposal 1



Nampa Caldwell Proposal 2



Nampa Caldwell Proposal 3



Project Schedule

October-

November

November-

December

January

January-April

April

- Analyze current Canyon County and intercounty transit services
- Interview stakeholders
- Develop options for Canyon and Western Ada Counties based on available financial resources
- Draft a public outreach plan
- Scenarios presented to VRT board as information item
- Public outreach and hearing: one in Ada County, two in Canyon County
- Paratransit and Title VI Analysis
- **Final scenario presented to board for decision**

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August 2016 • **Implement Service Changes**

Brad Burrows, Senior Manager with Eide Bailly presented the following staff report:

Report on the Financial Statements - We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Nampa, Idaho (the City), as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements - Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility - Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions - In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Nampa,

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Idaho, as of September 30, 2015, and the respective changes in financial position and, where, applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Change in Accounting Principle - As described in Note 1 and Note 15 to the financial statements, the City adopted the provisions of GASB Statement No. 68, Accounting and Financial Reporting for Pensions and GASB Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date, which has resulted in a restatement of the net position as of October 1, 2014. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information - Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison information, the schedules of employer's share of net pension liability and employer contributions as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information - Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the City of Nampa, Idaho's financial statements. The introductory section, the combining statements of the nonmajor governmental funds and the internal service funds, the individual fund schedules of revenues, expenditures, and changes in fund balance-budget and actual for nonmajor governmental funds, and the statistical section are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and is also not a required part of the financial statements.

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The combining statements, the individual fund schedules, and the schedule of federal expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements, the individual fund schedules, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards - In accordance with Government Auditing Standards, we have also issued a report dated February 25, 2016, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control over financial reporting and compliance.

Jason Williams with Moreton & Company presented a staff report explaining the City's investments. I am the lead portfolio manager for the City of Nampa. I will give a investments report and I will break this into a couple of sections. The first is a brief background in terms of interest rates have been like most recently in the last year or so. I also have a score card, report card that I will report on over the last 18 or 20 months in terms of the results.



Fixed Income Spreads

March 2, 2016

Treasury Curve*						Selected Rates*				
Maturity	Yield	Change	Week Ago	Month Ago	Year Ago	Index	Rate	Week Ago	Month Ago	Year Ago
3 Month	0.330%	0.070%	0.260%	0.030%	0.070%	Fed Funds ³	0.380%	0.380%	0.080%	0.360%
6 Month	0.470%	0.070%	0.400%	0.050%	0.110%	PRIME	3.250%	3.250%	3.250%	3.250%
1 Year	0.670%	0.200%	0.470%	0.330%	0.120%	11 Dist COF	0.783%	0.783%	0.783%	1.000%
2 Year	0.853%	0.176%	0.677%	0.990%	0.550%	1 Mth LIBOR	0.427%	0.171%	0.164%	0.198%
5 Year	1.346%	0.163%	1.183%	1.710%	1.370%	3 Mth LIBOR	0.634%	0.613%	0.492%	0.233%
10 Year	1.855%	0.127%	1.728%	2.200%	1.880%	6 Mth LIBOR	0.871%	0.846%	0.735%	0.467%
30 Year	2.702%	0.119%	2.583%	2.950%	2.460%	1 Year CMT	0.640%	0.690%	0.490%	0.210%

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

³ Effective Rate

*Source: Bloomberg

**All products are spread to treasuries unless otherwise noted

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City of Nampa

Approximate Earned Interest Comparison

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

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

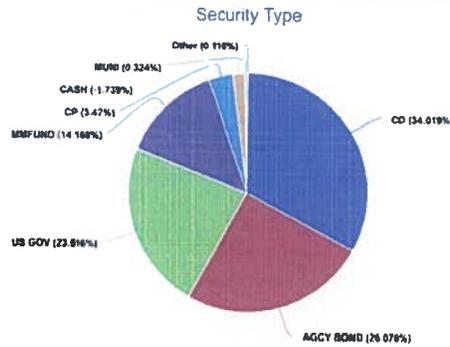
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Past performance is not indicative of future results.

Exposure - Security Type
 As of 03/01/2016

Moreton-Nampa US Bank (41818)
 Dated: 03/02/2016



Security Type	Account	Identifier	Description	Current Units	Currency	Fuel Maturity	Market Value + Accrued
CD	Moreton-Nampa US Bank	---	---	19,850,000.01	USD	07/16/2017	19,885,465.00
AGCY BOND	Moreton-Nampa US Bank	---	---	15,725,000.00	USD	04/19/2018	15,743,109.79
US GOV	Moreton-Nampa US Bank	---	UNITED STATES TREASURY	13,550,000.00	USD	09/15/2017	13,805,450.60
MMFUND	Moreton-Nampa US Bank	31846V203	FIRST AMERICAN FUNDS CL INVS1 GOV MMF	8,282,220.48	USD	03/01/2016	8,282,220.75
CP	Moreton-Nampa US Bank	---	---	7,033,000.00	USD	03/01/2017	1,999,086.06
MUN	Moreton-Nampa US Bank	629080AF5	NAMPA DEV CORP IDAHO REV ALL LOCATION	185,000.00	USD	09/01/2016	189,576.47
CDRP	Moreton-Nampa US Bank	925303AA8	VESEY STREET INVESTMENT TRUST 1	67,000.00	USD	03/01/2016	67,963.62
CASH	Moreton-Nampa US Bank	CCYUSD	---	1,016,826.44	USD	03/01/2016	1,016,826.44
---	Moreton-Nampa US Bank	---	---	58,152,304.44	USD	07/23/2017	58,457,052.94

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

Mayor Henry opened a **public hearing for de-annexation** of a narrow strip of land to correct an encroachment at **24 South Jarom Lane for Donald and Darla Larson.**

Don Larson presented the request.

Planning and Zoning Director Norm Holm presented a staff report explaining that the requested action is for de-annexation from the City of Nampa for a narrow strip of land to correct an encroachment following a lot line adjustment at 24 South Jarom Lane for Donald and Darla Larson.

Zoning & Planning History: Approximately 3.35 acres of the subject property owned by the applicant is situated outside the City in Canyon County. The 6.362 acre RA zoned parcel to the east is situated in the City of Nampa. There was a lot line adjustment between the parcels due to an encroachment. De-annexation of the .15 acre strip would put the entire lot back into the county resulting in an increase in parcel size of 3.53 acres from the original parcel size of 3.38 acres.

From a land use standpoint the location of the strip is shown on the comprehensive plan “future land use map” as being compatible with the current city zoning and that proposed by the applicant upon de-annexation back into the County. This narrow strip constitutes an approximate .15 acre area that was previously part of the adjacent annexed parcel.

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If the Planning & Zoning Commission votes to recommend to the City Council approval of this request the following findings are suggested:

1. The requested de-annexation area is comprised of a .15 acre strip of land proposed to be de-annexed and continue as part of an established rural residential home site.
2. The area as developed can continue to exist as a portion of a viable rural residential lot situated in the county.
3. The planned County zoning following de-annexation will conform to the city's comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and land uses in the area.
4. The property owner desires de-annexation to put the adjusted strip back into the county as a part of the existing rural residential lot.

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

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

MOTION CARRIED

MOVED by Haverfield and **SECONDED** by Bruner to **approve** the **de-annexation** of a narrow strip of land to **correct an encroachment** at **24 South Jarom Lane** for **Donald and Darla Larson** and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

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

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

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

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

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

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

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

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

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

The first step to establishing a QZ is to submit a Notice of Intent and Establishment to both UPRR and the Federal Railroad Administrations (FRA). Then all crossings must be engineered and constructed by UPRR (owner of the crossing) with full reimbursement from the City. After

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all work is complete the City needs to update the FRA's crossing registry and may designate the area a QZ. The FRA must be updated on the status of each crossing every 4.5 to 5 years.

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

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

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

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

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

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

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

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

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

Mayor Henry opened a **public hearing for annexation and zoning to RS 7 at 8142 West Ustick Road, 17535 Star Road, 17547 Star Road**, and three parcels addressed as 0 Star Road for **Engineering Solutions, LLP** representing **Star Development, Inc.**

Becky McKay with Engineering Solutions, 1029 North Razario, Meridian presented the request.

Councilmembers asked the applicant questions.

Norm Holm presented a staff report explaining that the requested action was for annexation and zoning for 190.36 acres of land located at 8142 West Ustick Road, 17535 Star Road, 17547 Star Road and three (3) parcels addressed mutually as 0 Star Road (hereinafter, collectively, the "Property") from Canyon County to City RS 7 (Single-Family Residential 7,000 sq. ft. min. bldg. lot size).

History: Applicant's representative's project narrative correctly notes the history of the Property. "The [A]pplicant previously submitted requests for a comprehensive plan amendment, rezone and preliminary plat to Canyon County, which were approved on May 11, 2015. Canyon County Resolution No. 15-096 changed the designation from Agricultural to Residential, with a rezoning to R-1 approved as Canyon County Ordinance No. 15-012. The [A]pplicant has since determined

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it would be more desirable to be within the city limits of Nampa for the development. As the preliminary plat portion of the property is not currently adjacent to the city limits of Nampa, the annexation application includes the adjacent Van Beek properties to provide contiguity. A conceptual site plan consisting of 300 single-family lots has been provided for the 105.29 acre Van Beek property." The subdivision is proposed in conjunction with the annexation is 85.07 acres. The balance of 105.29 acres of land is to be left undeveloped for the time being.

The Planning and Zoning Commission, during their regularly scheduled public hearing of January 12, 2016, voted to recommend to the City Council that the requested annexation and zoning assignment be approved as presented. The Commission then approved the plat for Silver Star Subdivision (which approval -- in this instance -- is of course necessarily predicated on the annexation and zoning request being proposed as presented). (A copy of a portion of the Commission's report as it relates to the subdivision proposed in conjunction with this annexation request is hereafter. A copy of the hearing minutes from the Commission's meeting is also hereto attached.)

1. Surrounding Zoning: That City RS 8.5 zoned properties and County parcels most immediately adjoin and/or surround the Property (see attached Vicinity Map); and,
2. Surrounding Land Uses: That single-family detached residences and open land surround the Property; and,
3. Reasonable: That it may be variously argued that annexation of the Property is reasonable given that the Property is already located within the City of Nampa Impact Area in an area expanding with or expected to contain residential subdivisions; that City utility and emergency services are, or may be made, available to the Property; that the Property is a large section of relatively flat open ground located in such a way as to be readily developed into a housing development and given other factors bearing on the Property, not easily made marketable for commercial or industrial uses; and,
4. Public Interest: That Nampa has determined that it is in the public interest to provide a variety of housing products for its citizens and acknowledges the marketing attempts and studies conducted by developers of housing suggesting demand for the same as well as suitable locations for such development - in accordance with City endorsed locations and densities. Expressions of that policy are made in Nampa's adopted Comprehensive/Master Plan as well as embodied in its decisions to date regarding similar applications; and,
5. Promotion of Zoning Purpose(s): That one of the multiple purposes of zoning strives to preserve and protect single-family home property values. Another aims to ensure orderly, systematic development and patterns thereof which promote public health, safety and welfare. Included in the regulations therefore governing subdivision development are standards appertaining to housing density, building setbacks, building heights, provision of parking for housing, yard landscaping maintenance, street dimensions and composition

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standards, street lighting regulations, etc. We find that the Project proposes an orderly development plan - some details of the same to be iterated hereafter; and,

6. That the currently adopted (Feb. 2012) Comprehensive Plan Future Land Use Map designates the Property as being within, and suitable for, "Medium Density Residential" (4-9 du/a) development. An area of "High Density Residential" is overlaid on land west of, and abutting to, the Property. The "Medium Density Residential" setting has been deemed as supporting of, and harmonious with, single-family residential zones' allowed land uses and directly with City RS 6, RS 7 and RS 8.5 Zones' allowed densities (i.e., dwelling units per acre [du/a]); The Project proposes detached single-family houses, one per lot, in a multi-lot subdivision arrangement at a density of approximately 2.82 du/a (gross density) or 3.68 du/a (net density - excludes area devoted to rights-of-way); and,

In summary, the Property may be zoned RS 7, but nothing will [ultimately] force the Council to do as it acts in its quasi-judicial capacity to decide on the proper land use zone/district to assign to the Property. Given the findings noted above, however, RS 7 zoning is certainly an "entertainable" zone ...

Any correspondence from agencies or the citizenry regarding this application package [received by noon March 02, 2016] is hereafter attached to this report. Synopsis of principal comments from agencies, departments or the public that responded to this application and the public hearing notice(s) associated therewith are as follows:

- a. (City Engineering will have comments concerning the proposal to be distributed in conjunction with the packets); and,
- b. The City Forester has no objection(s) to the Project and has provided recommended requirements in the event Silver Star is approved; and,
- c. The City Parks and Recreation Department has no objection(s) to the Project; and,
- d. The Planning and Zoning Department, long term planning section, has no objection(s) to the requested Project; and,
- e. The Community Planning Association of Southwest Idaho has provided comments appertaining to the Project; and,
- f. The Nampa & Meridian Irrigation District has no objection(s) to the Project; and,
- g. One letter of opposition has been received from Mr. Matt Davison; no other written correspondence either supporting or opposing the Project has been received from citizenry, including neighbors surrounding the Property ...

Note: The recommended requirements alluded to above will be manifest in the recommended Conditions of Approval presented by Staff in this report hereafter as requisite (some may be more appropriately associated with the proposed subdivision plat made a part of this application package and therefore addressed via the plat approval

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Should the City Council vote to approve the requested Annexation and Zoning Assignment of RS 7 for/on the Property, as desired by the Applicant, then Staff would recommend that the Council consider imposing the following Conditions of Approval against their approval:

Generally:

1. Applicant(s) shall comply with all applicable requirements [including obtaining proper permits - like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlements granted by virtue of the City's approvals of the requested Annexation, Zoning and Preliminary Plat do not, and shall not have, the affect of abrogating requirements from those agencies in connection with entitlement of the Property; and,
2. That the Applicant, as Owner/Developer, [shall] enter into a Development Agreement set with the City of Nampa. The Agreement(s) shall contain such conditions (e.g., Project perimeter fencing) and terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant's request for entitlement approval to develop the Property as proposed by said Applicant(s). Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this application submittal as accepted, or accepted with required changes, by the City's Council...

Those appearing in favor of the request were: Lee Centers, Developer.

Those appearing in opposition of the request were: Matt Davidson, 4960 Golden Spur Drive; Xenon Long, 17392 Cooper Spur; Keith Tippets, 4966 Bronze Spur; Chris Waldrum, 4806 Golden Spur; Robin Long, 17392 Copper Spur; Matt Travis, 17381 Copper Spur; Loren Mart, 17358 Copper Spur; Joel Whitt, 4844 Golden Spur; Shawn Birch, 4809 Bronze Spur; Douglas Franolich, 4868 Golden Spur; Jacqueline Franolich, 4868 Golden Spur; Connie Turnbull, 4924 Golden Spur; Paul Turnbull, 4924 Golden Spur; Lucia & Travis Dirkes, 4859 Golden Spur; Albert & Jessica Sorenson, 4982 Golden Spur; Karl Keeler, 4905 Bronze Spur; Merle Keller, 4854 Bronze Spur; Kimberly Davidson, 4960 Golden Spur; Tina Ellison Keller, 4854 Bronze Spur; Richard Allen, 17568 Star Road; Jim Naccarato, 4917 Golden Spur; Hubert Osborne, 4199 East Switzer Way.

Becky McKay presented a rebuttal to questions.

Councilmembers asked questions of the applicant representative.

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Questions were asked about if this annexation was denied how would the water and sewer be delivered to the subdivision – there is a agreement in place for the sewer but for the water there would be a need to go to council for authorization.

Questions were asked about the RS-22 zone and how many dwellings per acre. The average lot size is 10,361 sq ft in the subdivision.

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

MOTION CARRIED

Councilmember Raymond said that he would like to see higher square lot average.

Mayor Henry asked about the agreement that the City has with the applicant for sewer. (in the agreement the applicant did participate)

Councilmember Skaug asked who paid for the pipe for the sewer. (the developer has to pay for the lines the agreement was for maintenance for the lift station)

Councilmember Bruner did not believe the infrastructure is equipped to handle the traffic on the streets and that an RS-7 is not what needs to be out there.

Councilmember Skaug said that both sides had good points. I am not for bringing in more subdivision.

Councilmember White said that the safety on Star Road is a big concern.

Councilmember Levi has cocerns on the safety and compatability.

MOVED by Skaug and **SECONDED** by Bruner to **deny the annexation and zoning to RS 7 at 8142 West Ustick Road, 17535 Star Road, 17547 Star Road, and three parcels addressed as 0 Star Road for Engineering Solutions, LLP representing Star Development, Inc.** The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for **vacation** of a portion of the Right-of-Way of East Comstock Avenue Bordering **4104, 4108, 4114, and East Comstock Avenue for Alan Jacobsen Representing Joe Kane/St. Alphonsus Medical Center.**

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Alan Jacobsen presented the request.

Norm Holm presented a staff report explaining that requested action is for a vacation of a portion of the right of way of East Comstock Avenue bordering 4104, 4108, 4114, and 4118 E Comstock Avenue. To accommodate construction of a new hospital, clinic and associated site improvements including a new public road. New right-of-ways will be constructed and dedicated to the City upon their completion to re-connect the public roads.

Planning & Zoning History: This portion of East Comstock Avenue has been utilized as a developed right-of-way for many years. As stated in the vacation application letter St Alphonsus is seeking the vacation of a portion of East Comstock Avenue to support the development of their new hospital campus. The partial vacation of this right-of-way, in addition to the construction of a new public connector road and intersection to Garrity Boulevard will simplify many of the existing access points to Garrity Boulevard. That portion of the East Comstock right-of-way to be vacated will start at the east boundary of the proposed future public road, which will be dedicated upon the roads completion.

Public Utilities: No sewer mains located in or near the proposed vacation area. 8" & 12" water mains adjacent 4118 East Comstock; No irrigation mains located in or near the proposed vacation area.

Environmental: Approval of the vacation will have no direct affect on properties other than those adjacent the vacation area owned by St. Alphonsus. Other properties further west on E Comstock Avenue will be able to access Garrity Boulevard down North 39th Street or down the new public connector road to be constructed by St. Alphonsus.

Correspondence: As of the date of this staff report no objections have been raised by any utility companies or surrounding property owners concerning the proposed vacation. Fire, Building, and Engineering Departments do not oppose the right-of-way vacation.

Planning staff sees no reason why the requested portion of the East Comstock Avenue right-of-way should not be approved as requested.

If the City Council following the public hearing determines to approve the requested vacation of a portion of the right-of-way of East Comstock Avenue the following conditions of approval are recommended:

- 1) As required by the City Engineering Division the applicant shall dedicate right-of-way for and construct the new collector roadway as shown in the attached exhibit.
- 2) The Applicant shall submit an "Idaho Power Application for Release of Easement" form to Idaho Powers' Corporate Real Estate Department for further review.

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- 3) As required by Idaho Power the vacation of the requested portion of East Comstock Avenue right-of-way shall reserve an easement to Idaho Power for the continued right to operate, maintain, repair, replace, or otherwise modify or add to their facilities within the easement, including the right of ingress and egress thereto.

Those appearing in favor of the request were: John Klopsch, 12635 Woodmat, Colorado Springs; Jeffery Larson, 234 East Ryegate Drive, Meridian.

Those appearing in opposition to the request were: Tim Tyler, 1106 North 39th Street.

Alan Jacobsen presented a rebuttal to the questions.

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

MOTION CARRIED

Councilmember White recused herself from the vote.

MOVED by Raymond and **SECONDED** by Skaug to **approve the vacation** of a portion of the **right-of-way of East Comstock Avenue** bordering **4104, 4108, 4114, East Comstock Avenue** for Alan Jacobsen Representing Joe Kane/St. Alphonsus Medical Center and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with Councilmembers Haverfield, Levi, Bruner, Skaug, Raymond voting **YES**. Councilmember White recused herself. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing for vacation** of alley and right-of-way **adjacent to 1220 South Ivy Street for Zenith Homes**.

The applicant was not in attendance of the meeting.

Norm Holm presented a staff report explaining that the requested action is vacation of the westerly ten feet (10') of the platted [non-developed] alley adjacent to the easterly boundary lines of Lots 5 & 6, Block 160 of Kurtz Addition and adjacent the north half (1/2) of the eighty foot (80') right-of-way of the vacated portion of California Avenue; and, of the easterly ten feet (10') of the eighty foot (80') right-of-way of South Ivy Street adjacent to the westerly boundary of Lots 5 & 6, Block 160 of Kurtz Addition and adjacent the north half (1/2) of the vacated eighty foot (80') right-of-way of California Avenue. In order to "allow more room on the lot" per the Applicant, who further notes that, "The same thing was done on the lot to the south and we would like to continue that" ...

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In order for a private party to convert publicly held [dedicated] right-of-way into "buildable" ground and cause the same to be[come] a part of that party's fee-simple privately owned/controlled land, approval/consent from property owners with land adjoining the right-of-way section proposed for vacation must be obtained as they have a vested interest in the access it provides to their land. At this juncture, the Applicant is understood to be the sole owner of land juxtaposed between the two sections of right-of-way they have applied to the City to have vacated. By virtue then of their applying for said vacation, the Applicant has thus obviously provided de facto consent to vacate.

No set criteria govern the appropriateness of a right-of-way vacation request, the decision being left to the discretionary judgment of the authority (in this case the City of Nampa) hearing the request. A need to protect or serve a public or other vital or prevailing interest (e.g., land access) may serve as rationale to reject a vacation proposal.

Opposition to the endeavor of the Applicant has not been raised by neighbors, City departments or outside agencies (see attached correspondence). Staff has no concerns about this request. We note the comments and requirements of City Engineering respecting this request (a copy of which are hereafter attached).

Should the City Council vote to vacate the land(s) associated with this application as described in certain documents and by exhibit(s) hereafter attached and made a part of this record, then Staff recommends that the Council condition their approval to vacate on Applicant/application compliance with the following Conditions of Approval:

1. That the City of Nampa be provided a perpetual utility easement over, across and through the vacated portion of the alley for the entire 10' width vacated, and, by association;
2. That provision be made to provide City maintenance crews unimpeded access to the alley (including the vacated portion) during development of the Property -- and in perpetuity thereafter ...

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

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

MOTION CARRIED

MOVED by Bruner and **SECONDED** by Levi to **approve the vacation of alley and right-of-way adjacent to 1220 South Ivy Street for Zenith Homes** and condition and authorize the City

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Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry said that the **public hearing** for a increase in wastewater, domestic & irrigation water utility hook-up rates & fees has been tabled.

Mayor Henry opened a **public hearing** for **Intent to Create Local Improvement District 161** for City Utility Extensions and Connections.

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

This LID is voluntary and is implemented upon homeowner's request, at which time an agreement is executed.

The LID is for the cost of extensions and connection fees for City irrigation, domestic water, and sewer hookup fees.

Property owners will be assessed the cost of extensions and connection fees in accordance with standard City irrigation, water, and sewer hookup fees.

\$100,000 is the total estimated cost for the creation of the LID.

Council adopted Resolution 5-2016 to declare the intention to create the LID February 1, 2016 and authorized a public hearing.

Notice of the Public Hearing was published in the Idaho Press Tribune February 8, 9 and 10, 2016.

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

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

MOTION CARRIED

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MOVED by Raymond and **SECONDED** by Skaug to **approve Intent to Create Local Improvement District 161** for City Utility Extensions and Connections and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the
MOTION CARRIED

The following Ordinance was ready by title:

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, TO **MODIFY THE ANNEXATION & ZONING DEVELOPMENT AGREEMENT** TO WHICH THAT CERTAIN REAL PROPERTY COMMONLY KNOWN AS FRANKLIN VILLAGE SUBDIVISION, COMPRISING APPROXIMATELY 129.80 ACRES, MORE OR LESS, IS SUBJECT, DESCRIBED IN ORDINANCE NO. 3280 AND RECORDED ON DECEMBER 17, 2003, AS INSTRUMENT NO. 200377065, RECORDS OF CANYON COUNTY, IDAHO, TO INCORPORATE A NEW PRELIMINARY PLAT AND A MEMORANDUM OF UNDERSTANDING PERTAINING TO THE DONATION AND DEVELOPMENT OF A PARK WITHIN SAID PROPERTY AND AGREED UPON SITE SPECIFIC CONDITIONS; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant Taunton Group Representing Franklin Village Development, LLC)

The Mayor declared this the first reading.

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

MOVED by Skaug and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4230** and directed the clerk to record it as required.

The following Ordinance was ready by title:

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS **2214 SUNNY RIDGE ROAD**, NAMPA, IDAHO, COMPRISING APPROXIMATELY .275 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE **ANNEXED** INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE **RS 6** (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 6,000 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA,

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CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Charles Collier)

The Mayor declared this the first reading.

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

MOVED by White and **SECONDED** by Skaug to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4231** and directed the clerk to record it as required.

The following Ordinance was read by title:

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS **4305, 0, AND 4321 AIRPORT ROAD**, NAMPA, IDAHO, COMPRISING APPROXIMATELY 5.003 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE **ANNEXED** INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE **IL** (LIGHT INDUSTRIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Lanco, Inc. Representing Mission Aviation Fellowship)

The Mayor declared this the first reading.

Mayor Henry said that the resolutions for the hookup fees had been tabled.

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The following Resolution was presented:

Michael Fuss said that this was a house cleaning that in the initial resolution that was passed that it failed to cover the domestic water residential 3" and 4" and larger meter base charge so this resolutions does that.

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

MOVED by Skaug and **SECONDED** by Raymond to pass the **resolution** as presented. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **12-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry a request for **approval** of an **on-premise beer and wine license** for **Pacific Sushi, 624 12th Avenue South** which is within 300 feet of a church.

MOVED by Haverfield and **SECONDED** by Bruner to **approve the on-premise beer and wine license** for **Pacific Sushi, 624 12th Avenue South** which is within 300 feet of a church as requested. The Mayor asked for a roll call vote with Councilmembers Skaug, Levi, White, Bruner, Haverfield voting **YES**. Councilmember Raymond voted **NO**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request for notification of a change from **ENTA to ICT** for the Civic Center ticketing.

Civic Center Director John Cantlon presented the following staff report:

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

SITUATION:

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

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PATH:

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

ACTION FOR COUNCIL:

1. Notification of change with ICT.

Mayor Henry presented a request to **authorize** the **Mayor** to **sign a new event booking contract** for the Civic Center.

John Cantlon presented presented the following staff report:

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

SITUATION (Based on 900 events):

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

PATH:

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

ACTION REQUESTED:

1. Approve a one-time \$8,325 start-up fee for NCC to be operational April 1.
2. Approve EB's \$6,250 annual fee.

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3. Mayor to sign a three year contract by March 8, 2016.

MOVED by Skaug and **SECONDED** by Levi to **authorize** the **Mayor** to **sign** a **3 contract** with **EB** and approve a **one time startup fee** of **\$8,325** to be operational April first and to approve a **\$6,250 annual fee**. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

The following Resolution was presented:

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

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

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

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

ESTIMATED EXPENDITURES		ENTERPRISE & SPECIAL REVENUE FUNDS	
GENERAL FUND			
City Clerk	267,270	911 Fees	987,669
Code Enforcement	466,759	Airport	570,644 —568,044
Economic Development	456,748	Cemetery	304,042
Engineering	1,707,306	Civic Center	1,166,963 —1,003,400
Facilities Development	1,153,973	Development Services	1,989,210 —1,691,356
Finance	1,129,989	Downtown Renewal/Electric Franchise Fees	-
Fire	11,585,241	Family Justice Center	251,011
General Government	803,528	Idaho Center	5,071,390
Tfr to Family Justice Center	224,883	Library	2,123,930 —2,082,553
Tfr to Civic Center	494,588 —345,600	Nampa Recreation Center	3,707,360 —3,349,273
Tfr to Idaho Center	870,351	Parks & Recreation	3,477,914 —3,325,264
		Golf	2,355,146

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Tfr to Parks & Rec	627,282	618,507	Sanitation Collection	8,685,969	
Human Resource	378,528		Street	10,808,059	10,149,457
Information Technology	2,151,486	2,052,084	Utility Billing	854,037	838,706
Legal	881,000		Wastewater	13,931,578	12,103,629
Mayor & Council	528,466		Water	11,563,547	11,083,947
Parks & Rec Admin	365,786		Workers Comp Fund	63,663	-
Planning & Zoning	487,559		SUBTOTAL	\$67,912,132	\$-63,914,519
Police	19,408,089				
Public Works Admin	353,929		CAPITAL & DEBT SERVICE FUNDS		
Fleet Management	1,054,443	1,048,443	Capital Projects	1,450,922	896,951
SUBTOTAL	45,397,204	44,982,276	Library Major Capital Campaign	-	
			Development Impact Fees	4,802,142	2,820,400
GRANT FUNDS			GO Bond Debt Service	2,696,900	-
FAA	141,846	108,450	SUBTOTAL	8,949,964	\$-6,414,251
Federal DOT	266,288	30,664			
Federal HUD	1,342,919	1,196,959	GRAND TOTAL	143,552,781	136,062,433
Other Federal Grants	14,865,553				
State of Idaho & Local Grants	3,778,921	3,777,807			
Private Grants	897,954	771,954			
SUBTOTAL	21,293,481	20,751,387			

CITY OF NAMPA, IDAHO

FISCAL YEAR 2016 AMENDED BUDGET

FUND	2014 Actual	2014 Actual	AMENDED	AMENDED	PROPOSED	PROPOSED
	Expenses	Revenue*	2015 Budget	2015 Budget	2016 Budget	2016 Budget
GENERAL FUND						
City Clerk	238,459		251,960		267,270	
Code Enforcement	448,029		361,604		466,759	
Economic Development	707,729		453,027		456,748	
Engineering	1,453,913		1,709,499		1,707,306	
Facilities Development	851,522		1,081,851		1,153,973	
Finance	682,758		710,457		1,129,989	
Fire	12,187,306		11,381,190		11,585,241	
General Government	3,729,485		3,102,869		3,020,632	
Human Resource	328,242		327,107		378,528	
Information Technology	1,129,775		1,289,512		2,151,486	
Legal	876,660		901,000		881,000	
Mayor & Council	480,703		511,123		528,466	

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Parks & Rec Admin	312,471		363,726		365,786	
Planning & Zoning	586,333		447,325		487,559	
Police	18,004,352		19,047,617		19,408,089	
Public Works	553,705		332,949		353,929	
Fleet Management	853,483		824,577		1,054,443	
SUBTOTAL	\$43,424,925	\$43,775,115	\$43,097,393	\$43,098,410	\$45,397,204	\$45,397,204

ENTERPRISE & SPECIAL REVENUE FUNDS

911 Fees	1,313,742	973,867	1,090,896	1,090,903	987,669	987,669
Airport	510,870	549,975	599,202	599,208	570,644	570,644
Cemetery	292,487	280,508	290,763	290,769	304,042	304,042
Civic Center	861,478	921,677	1,063,359	1,063,374	1,166,963	1,166,963
Development Services	1,269,583	1,872,667	1,821,456	1,821,491	1,989,210	1,989,210
Downtown Electric Franchise	407,175	149,988	164,249	164,245		
Family Justice Center	250,670	253,988	246,951	246,955	251,011	251,011
Idaho Center	4,540,011	4,814,352	5,053,201	5,053,201	5,071,390	5,071,390
Library	1,927,475	1,991,350	2,655,521	2,655,575	2,123,930	2,123,930
Nampa Development Corp	16,894,384	3,492,910				
Nampa Recreation Center	2,614,469	3,258,105	4,165,086	4,165,129	3,707,360	3,707,360
Parks & Recreation	2,785,452	3,006,319	3,009,242	3,009,299	3,477,914	3,477,914
Golf	2,124,985	2,393,860	2,402,894	2,402,923	2,355,146	2,355,146
Sanitation Collection	8,012,005	8,024,005	8,050,000	8,050,000	8,685,969	8,685,969
Stormwater Utility						
Street & Traffic	6,751,075	6,200,627	9,620,415	9,620,487	10,808,059	10,808,059
Utility Billing	899,463	973,741	820,406	820,424	854,037	854,037
Wastewater	9,112,773	13,395,871	17,454,271	17,454,391	13,931,578	13,931,578
Water	6,954,591	7,870,684	12,273,345	12,273,439	11,563,547	11,563,547
Workers Comp	243,476	920,664	61,236	61,238	63,663	63,663
SUBTOTAL	\$ 67,766,164	\$ 61,345,158	\$70,842,493	\$ 70,843,051	\$ 67,912,132	\$ 67,912,132

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GRANTS & DONATIONS

FAA Grants	78,787	78,787	915,765	915,765	141,846	141,846
Federal DHS-Homeland Security	30,059	30,059	55,950	55,950	308,250	308,250
Federal DHHS						
Federal DOE						
Federal DOI	9,150	9,150	5,654	5,654		

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Federal DOJ Grants	440,686	426,875	466,864	466,866	236,233	236,233
Federal DOT Grants	295,495	295,495	286,225	286,225	266,288	266,288
Federal EPA Grants	1,233	1,233	2,800,000	2,800,000	14,321,070	14,321,070
Federal Corporation For National & Community Service	3,844	3,844				
Federal HUD Grants	856,251	856,251	1,150,696	1,150,710	1,342,919	1,342,919
Federal USDA						
Federal Dept of Education						
Federal National Endowment						
Institute of Museums & Library	2,858	2,858				
Private Grant/Contributions	77,402	24,600	300,300	300,300	897,954	897,954
State Grants	2,268,329	2,268,329	9,420,142	9,420,142	2,083,842	2,083,842
Local Municipalities Grants	142,460	142,460	1,168,792	1,168,792	1,695,079	1,695,079
SUBTOTAL	\$ 4,206,554	\$ 4,139,941	\$16,570,388	\$ 16,570,404	\$ 21,293,481	\$ 21,293,481
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Capital Projects	616,322	965,026	1,132,235	1,132,235	\$ 1,450,922	\$ 1,450,922
Library Major Capital Campaign	293,554	492,678	455,235	455,235		
Development Impact Fees	633,104	1,251,758	3,865,000	3,865,000	\$ 4,802,142	4,802,142
GO Bond Debt Service	2,743,481	2,755,976	2,798,575	2,798,575	\$ 2,696,900	2,696,900
SUBTOTAL	\$ 4,286,461	\$ 5,465,438	\$ 8,251,045	\$ 8,251,045	\$ 8,949,964	\$ 8,949,964
TOTAL	\$119,684,104	\$114,725,652	\$138,761,319	\$ 138,762,910	\$143,552,781	\$ 143,552,781
*Amount from property tax		38,454,080		34,903,674		36,201,477

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

MOVED by Skaug and **SECONDED** by Haverfield to pass the **resolution** as presented. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **13-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request for **approval** and **authorize** the **Mayor** to **sign a contract** for **11370 Smith Avenue** property purchase for a dog park.

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

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

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

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

Councilmembers asked questions of staff.

David Bills assisted the staff member in the answering the questions that were asked.

MOVED by Bruner and **SECONDED** by Haverfield to **accept the purchase of the sale agreement** and be assigned over to the City of Nampa from Lanco Inc. in the amount of \$147,000 **authorize the Mayor to sign the purchase sale agreement.** The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the
MOTION CARRIED

Mayor Henry presented a request to **approve the district budget factor determination for contract services** for the year **2017** from the **Nampa Fire Protection District**.

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

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2017 Fire District Budget Factor Calculations			
	City	Fire District	2017
Assessed Valuation	\$3,874,920,956	\$932,488,114	19.40 %
Population	89,211	19,209	17.72%
3 Year Call Volume	22,730	2,756	10.81%
		Budget Factor	15.98%

2016 Fire District Budget Factor Calculations			
	City	Fire District	2016
Assessed Valuation	\$3,674,162,061.00	\$888,014,526.00	19.46%
Population	85,976	19,061	18.15%
3 Year Call Volume	21,682	2,709	11.11%
		Budget Factor	16.24%

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

MOVED by Haverfield and **SECONDED** by White to **accept** the **budget factor** as presented. The Mayor asked all in favor say aye with all Councilmembers voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** to **sign** the **contract** with **West Valley Humane Society**.

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Police Chief Joe Huff presented a staff report explaining that in January 2016, I met with the Director of the West Valley Humane Society (WVHS) reference the City of Nampa and WVHS . Agreement Regarding the Animal Shelter.

The following are the proposed changes for the contract:

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

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

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

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

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

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

MOVED by White and **SECONDED** by Haverfield to **authorize** the **Mayor** to **sign** the **contract** with **West Valley Humane Society** as requested. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** to **sign** a **consulting contract** with **EIDE Bailly**.

Finance Director Vikki Chandler presented a staff report explaining that the proposal from Shelley Earsley with Eide Bailly for reviewing our business processes prior to requirements gathering for the request for proposal in our software search. This is the initial phase of determining what can or should be changed in our business processes that may relate to several factors:

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- It's been too much work to change.
- We haven't known how to change for the better.
- Our current software hasn't allowed for change.
- We thought it had to be done this way.
- We can't find the information without this duplicative method.

It is crucial to proceed with this analysis in order to avoid carrying with us the burden of old, inefficient habits or duplicative work simply due to a lack of review. It is entirely possible that without this review we would move forward and require new software to replicate these inefficiencies or to spend time with a new vendor identifying how to make them work when we should simply eliminate them.

We have chosen Ms. Earsley because she did the analysis of the software last summer and included several astute observations in her work that illustrated the value of proceeding now with this additional analysis by her and her team. She works in a timely, efficient fashion and will help us proceed to the next phase of our RFP process without delays and help us gain efficiencies for the step.

MOVED by Haverfield and **SECONDED** by Skaug to **authorize** the **Mayor** to **sign** the **consulting contract** with **EIDE Bailly** as requested. The Mayor asked for a roll call vote with Councilmembers Levi, White, Raymond, Skaug, Haverfield voting **YES**. Councilmember Bruner **ABSTAINED**. The Mayor declared the

MOTION CARRIED

The following Resolution was presented:

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

MOVED by Levi and **SECONDED** by Haverfield to pass the **resolution** as presented. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **14-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request to **award** the **bid** and **authorize** the **Mayor** to **sign** the **contract** for the **Police body cameras**.

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Brandon Chaney presented a staff report explaining that the Reward of RFP for 50 additional/replacement body worn cameras for the Police Department in support of the City of Nampa.

Executive Summary: Many of the existing body worn cameras are broken and nearing the end of their usable life, having been in use for more than 5 years. The Police Department published an RFP for 50 additional cameras, and received 4 responses. Of those, two were disqualified due to not meeting the RFP specifications. Attached is the rating sheet of the 4 RFP respondents from the Selection Committee. If you have any questions, we would be happy to answer them at your convenience.

Recommendation: Based on the responses provided, feedback from the officers, and our analysis of the products those vendors can provide to our unique enterprise infrastructure, the IT Director and Chief of Police recommend that we proceed with notice of award to Watch Guard Technologies and begin negotiations on final pricing and contract terms and conditions.

Legal Disclaimer: The IT Department consulted with the City Attorney to ensure that the our evaluation and rating criteria were in line with all procurement regulations and best practices.

MOVED by Haverfield and **SECONDED** by Skaug to **award the bid and authorize staff to begin contract negotiations** as requested. The Mayor asked all in favor say aye with all Councilmembers voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request **authorize the Mayor to sign a task order for the design of the Indian Creek Maintenance Project with TO Engineers for the Amount of \$32,066 for Parks and Recreation.**

Parks and Recreation Director Darrin Johnson presented a staff report explaining that a segment (see attached illustration) of the Indian Creek pathway has been significantly damaged by erosion. Stormwater does not drain properly and the pathway has become flooded in heavy rain causing ongoing damage. Without repairs the stability and safety of the existing trail is threatened.

The City of Nampa received a Recreation Trails Program Grant. The grant funding will allow us to move forward with a project that will repair the trail issues. The project is estimated to cost \$177,903 and the grant will cover \$97,903 of the project. Construction is expected to begin in the fall of 2016 or spring of 2017.

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Included in the grant application was the design and project management for the project. Attached is detail and scope of design work. We request action from Nampa City Council to approve the task order with TO Engineers for the amount of \$32,066.

MOVED by Haverfield and **SECONDED** by Skaug to **authorize** the **Mayor** to **sign** the a **task order** for **design** of the **Indian Creek Maintenance Project** with **TO Engineers** in the amount of **\$32,066** for Parks and Recreation Department as requested. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** and **Public Works Director** to **sign** a **task order** and **contract** for the **Storm Water Repairs – Taffy Drive and 67 Peppermint Project** with **Mason and Stanfield, Inc.**

Michael Fuss presented a staff report explaining that in the major storm of 2013 29 stormwater locations were flooded or washed out. All emergency/imminent life safety repairs were made. The remaining repairs are addressed in the annual Asset Management cycle.

For FY2016 two projects were identified at Taffy Drive and 67 Peppermint.

The collection swale on Taffy Drive was constructed in 2003 to handle storm water from the Sugar Manor Subdivision No. 6 development. The swale was designed to allow storm water to infiltrate into the ground. Any excess storm water that cannot be infiltrated is discharged directly into Indian Creek. Over time the swale has filled in and eroded and can no longer function as intended. Additionally the swale is causing erosion damage to the adjacent pathway along Indian Creek.

The Peppermint Drive storm water detention pond was constructed in 1993 to maintain pre-development discharge to Indian Creek with the Sugar Manor Subdivision No. 3 development. The pond is designed to collect storm water from the area and discharge it at a constant rate to Indian Creek. Over time the pond has filled in and it cannot contain an adequate volume of storm water. Additionally the collection system is deficient and prone to clogging which can cause flooding in the street.

Mason and Stanfield Inc. have been selected by interview to design the project and assist the City with bid and construction requests for information.

The Culvert Repairs projects have an approved FY16 Streets Division budget of \$350,000.

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Design & Inspection	\$	40,958
<i>Construction Services Estimate</i>	\$	<i>25,000</i>
<i>Construction Estimate</i>	\$	<i>284,000</i>
Total	\$	349,958

Mason and Stanfield Inc. has provided an initial Scope of Work and Labor Estimate to provide design and construction support services for \$40,958 (Exhibit B).

Construction services are expected to be provided by HDR.

MOVED by Haverfield and **SECONDED** by Bruner to **authorize** the **Mayor** and **Public Works Director** to **sign** a **Task Order** and **Contract** to provide *design and construction support services* for the **Storm Water Repairs – Taffy Drive and 67 Peppermint** project in the amount of **\$40,958** (T&M N.T.E.). The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** to **sign** a **citywide fuel professional services contract agreement** with **Gem Stop Co.**

Micheal Fuss presented a staff report explaining that the goal is to establish a citywide fueling contract with a vendor that offers multiple points of sale to be used by all city vehicles.

Fleet Services estimates an annual citywide fuel purchasing cost of approximately \$500,000.00.

Fuel will be purchased by various divisions using current budget lines.

On August 3, 2015 Council authorized Fleet Services Division to proceed with Request for Proposals (RFP) for a Citywide Fuel contract.

The RFP was sent to four (4) potential fuel vendors:

- o Gem Stop Company
- o Jackson's Food Stores, Inc.
- o Maverik
- o Stinker Stores

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2 proposal packets were received from Gem Stop Company and Maverik.

The Evaluation Committee (Michael Fuss, Douglas Adams, Brad Daniels and Karl Malott) completed the evaluation process.

- The committee recommended final selection of Gem Stop Company.

Both proposals were for discounts of \$0.10 per gallon. The primary determining factor was Gem Stop provided significantly more fueling locations.

On November 16, 2015 Council accepted the final selection and authorized staff to proceed with negotiations.

A contract (exhibit A) has been agreed upon and the City Attorney and staff recommend authorization.

MOVED by Haverfield and **SECONDED** by Levi to **approve** and **authorize** the **Mayor** to **sign** a **Citywide Fuel Professional Services Contract Agreement** with **Gem Stop Co.** The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

Mayor Henry presented a request to **authorize** the **Mayor** to **sign** a **Public Highway At-Grade Crossing Improvement Agreement** with **UPRR** for the **6th Street North** and **Waterline Improvements**.

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

6th Street North has two UPRR crossings between 3rd and 4th Avenue North. The east crossing near 4th Avenue North is deteriorated and in need of full reconstruction (see Vicinity Map, exhibit A)

A standard form UPRR Public Highway At-Grade Crossing Improvement Agreement must be authorized by the City in order for the improvements to move forward (see exhibit B). The Agreement includes the following key provisions:

- The design and construction work is to be completed by UPRR and paid for by the City of Nampa.
- The estimated construction cost to replace the ballast section, concrete, rails and asphalt is \$204,990.
- The City must pay an administrative handling charge of \$1,000 upon execution of the agreement.

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- o Total estimated cost of the Agreement is \$205,990.

The Agreement cost will be paid out of FY16 Streets. The estimated project costs are as follows:

Roadway Reconstruction (includes UPRR Agreement)	\$ 1,444,000.00
Water & Pressure Irrigation Replacement	\$ 660,000.00
T.O. Engineering Design Services	\$ 224,219.00
HDR Engineering CE&I Services	\$ 148,744.48
<i>Total</i>	<u>\$ 2,476,963.48</u>

Construction is anticipated in the summer of FY16, concurrently with the 6th Street North Reconstruction.

T.O. Engineers, staff, and the City Attorney recommend authorization.

MOVED by Skaug and **SECONDED** by Haverfield to **authorize the Mayor to sign the Public Highway At-Grade Crossing Improvement Agreement with UPRR for the 6th Street North Roadway and Waterline Improvements (16th Avenue North to 1st Avenue North) in the amount of \$205,990.** The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **award bid and authorize the Mayor to sign a contract for the FY 16 Storm Drain Inspection Project with Pipeline Inspection Services, Inc.**

Michael Fuss presented a staff report explaining that the Environmental Compliance Division has an approved budget of \$150,000 for the FY 16 Storm Drain Inspection project.

The project will include inspection of city storm drain lines in asset management zone C in order to identify the condition of the lines and prioritize repairs.

On February 1, 2016 Council gave consent for staff to proceed with the bid process for the FY 16 Storm Drain Inspection project.

The bid was written so that inspection of the lines is based on size, starting with the largest. Staff do not anticipate that the currently approved budget will allow for inspection of all lines within the zone.

The City received one (1) bid in the amount of \$194,344.15 from Pipeline Inspection Services.

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The Engineering and Environmental Compliance Divisions will manage the contract to only spend the budgeted amount.

Due to the unknown amount of heavy cleaning and root cutting that will be necessary, staff is unable to prepare an accurate change order at this point. A deductive change order will be executed at the end of the project to bring the contract value down to no more than \$150,000.00.

The Engineering Division recommends award of the contract.

Councilmembers had questions on the amount.

MOVED by White and **SECONDED** by Raymond to **award the bid and authorize the Mayor to sign a contract** for the **FY 16 Storm Drain Inspection Project with Pipeline Inspection Services, Inc.** in the amount of **\$194,344.15** with the understanding that no more than \$150,000.00 will be spent on the project. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **award the bid and authorize the Mayor to sign a contract** for the **FY 16 Zone A residential chip/crack seal maintenance project with Emery, Inc.**

Michael Fuss presented a staff report explaining that the Public Works Department implemented the Pavement Management Program, part of the overall Asset Management Plan, in 2008 to strategically preserve the city's transportation infrastructure.

The goal is to extend the life of roadways using lower cost maintenance treatments before they fall below a critical Pavement Condition Index (PCI) level. Costs increase steeply when maintenance is deferred below this threshold.

Streets and Engineering Divisions assessed the condition of roadways in FY16 Zone A and identified appropriate maintenance treatments.

Based on PCI data and other criteria, staff selected roadways within Kensington Place and Lyonsdale Park Subdivisions (See Exhibit A).

City Council authorized \$300,000 to fund residential roadway maintenance from the FY16 Streets Pavement Management budget.

A design services contract was approved with Paragon Consulting Inc. for \$24,975 for design, bid preparation and inspection services.

On January 19, 2016, City Council authorized the bidding process for the project.

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The City received two (2) bids (Exhibit B) from:

- o Emery, Inc.
- o C&A Paving Company, Inc.

Emery Inc. was the apparent low bidder at \$224,970.00. All necessary public bidding requirements appear to be satisfied.

Total project cost estimate:

Engineering and Construction Services	\$24,975
Construction Costs	<u>\$224,970</u>
Total	\$249,945

Construction will start in the summer 2016.

Contractor will be required to provide necessary bonds, insurance certificates, and other documents as required before the Agreement can be executed and the Notice to Proceed can be issued.

Paragon Consulting and Engineering Division staff have reviewed the bids and recommend award to Emery, Inc.

MOVED by Haverfield and **SECONDED** by Levi to **award the bid**, and **authorize the Mayor to sign a contract** for the **FY16 Zone A Residential Chip/Crack Seal Maintenance Project** with **Emery, Inc.** in the amount of **\$224,970.00**. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **award the bid** and **authorize the Mayor to sign a contract** for the **Pump Maintenance Projects (FY16)**.

Michael Fuss presented a staff report explaining that each year as part of the City's Asset Management Program, the Water Division identifies pumps and motors for preventative maintenance. For fiscal year 2016 (FY16) the Water Division has identified ten (10) irrigation pumps and one (1) domestic water pump for preventative maintenance (see Exhibit A).

Three of the stations need electrical upgrades to alleviate overheating of various components. Additionally, the Idaho Power meters at all three stations are obsolete and need to be replaced. In addition to construction costs, a portion of the work must be provided by Idaho Power.

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The electrical work will be bid as added alternates due to budget limitations. Any electrical work that cannot be accommodated by the available budget will be held off until fiscal year 2017.

The City solicited formal bids for the project in accordance with I.C. §67-2805(3). Two (2) contractors responded with the following bids:

- | | |
|------------------------|--------------|
| ○ Layne of Idaho, Inc. | \$106,163.90 |
| ○ Riverside, Inc. | \$126,369.12 |

The apparent low bid from Layne of Idaho, Inc., (Layne) was deficient in the following respects:

- Failure to return completed Bid Form. The Bid Form submitted by Layne was missing the first two pages.
- Failure to complete all blanks on the Bid Form. Of particular significance is that the Bid Form contained blanks on the first page, one of the pages missing from Layne's submittal. That page required Layne to acknowledge a careful study of the Bid Documents and associated information relevant to the Project as a precedent to submitting a bid. Layne also failed to provide subtotals for alternate bid items within the project.
- Failure to acknowledge a careful study of all Bid Documents.
- Failure to acknowledge a careful study of all data identified in the Bid Documents.
- Failure to acknowledge receipt of an Addendum to the Bid Documents.
- Failure to qualify as the "successful bidder" as that term is defined at Section 1.01C of the Instructions to Bidders. This Section provides that the successful bidder must submit a conforming bid.

Pursuant to Section 19.03 of the Instructions to Bidders, Nampa must consider whether or not the bid received from Layne complies with the prescribed requirements of the Bid Documents. Pursuant to Section 19.01, Nampa reserves the right to reject nonconforming and nonresponsive bids. While Nampa may waive "informalities not involving price, time, or changes in the Work," City staff does not feel that the number and scope of the foregoing bid deficiencies can be characterized as informalities.

The failure to acknowledge a careful study of relevant Project documents and data may very well affect Layne's ability to complete the work within the required time frame and without modifying the scope of work or contract price through change orders.

Several items in the Layne bid have been deemed by Nampa staff to be nonconforming, nonresponsive, and furthermore, not the kind of informalities that Nampa can or should waive.

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For this reason, staff recommends rejection of the Layne bid and award of the contract to Riverside, Inc. for \$126,369.12.

The Pump Maintenance Projects (FY16) is funded by the Water Division out of operational funds. There is approximately \$160,000 available to accomplish the projects.

Engineering	\$ 28,700
<i>Observation Estimate</i>	<i>\$ 12,000</i>
Construction Base Bid	\$ 105,309
Idaho Power	\$ 8,881
Priority One Work	\$ 12,179
Total	\$ 167,069

Notice of this decision was delivered to Layne and Riverside on March 2, 2016, pursuant to Idaho Code §67-2805(3)(a)(ix).

Councilmembers asked about the costs.

City Attorney Mark Hilty explained that the statute that is applicable here requires that if you do not go with the apparent low bidder then you have to articulate the reasons why on the record and what I would ask you to is simply adopt the reasoning set forth in the Engineering departments memo. Then that decision is communicated to all of the bidders and the low bidder would have a period of 7 day of which to file and objection. If they do file and objection then they would have to be heard before City Council and we would not be able to go forward on the contract until that hearing takes place.

MOVED by Skaug and **SECONDED** by Haverfield to and **authorize the Mayor and Public Works Director to sign a contract with Riverside, Inc., to construct the Pump Maintenance Projects (FY16) for \$126,369.12 adopt the following finding** - the apparent low bid from Layne of Idaho, Inc., (Layne) was deficient in the following respects: Failure to return completed Bid Form. The Bid Form submitted by Layne was missing the first two pages. Failure to complete all blanks on the Bid Form. Of particular significance is that the Bid Form contained blanks on the first page, one of the pages missing from Layne's submittal. That page required Layne to acknowledge a careful study of the Bid Documents and associated information relevant to the Project as a precedent to submitting a bid. Layne also failed to provide subtotals for alternate bid items within the project. Failure to acknowledge a careful study of all Bid Documents. Failure to acknowledge a careful study of all data identified in the Bid Documents. Failure to acknowledge receipt of an Addendum to the Bid Documents. Failure to qualify as the "successful bidder" as that term is defined at Section 1.01C of the Instructions to Bidders. This

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Section provides that the successful bidder must submit a conforming bid. Pursuant to Section 19.03 of the Instructions to Bidders, Nampa must consider whether or not the bid received from Layne complies with the prescribed requirements of the Bid Documents. Pursuant to Section 19.01, Nampa reserves the right to reject nonconforming and nonresponsive bids. While Nampa may waive "informalities not involving price, time, or changes in the Work," City staff does not feel that the number and scope of the foregoing bid deficiencies can be characterized as informalities. The failure to acknowledge a careful study of relevant Project documents and data may very well affect Layne's ability to complete the work within the required time frame and without modifying the scope of work or contract price through change orders. Several items in the Layne bid have been deemed by Nampa staff to be nonconforming, nonresponsive, and furthermore, not the kind of informalities that Nampa can or should waive. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

The following three Ordinance were presented by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, **CORRECTING ORDINANCE 3081** BY ANNEXING A PORTION OF THE **NAMPA MERIDIAN IRRIGATION DISTRICT** INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY. (4232)

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, **CORRECTING ORDINANCE 4219** BY ANNEXING A PORTION OF THE **PIONEER IRRIGATION DISTRICT** INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY. (4233)

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, **CORRECTING ORDINANCE 4222** BY ANNEXING A PORTION OF THE **PIONEER IRRIGATION DISTRICT** INTO THE MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY. (4234)

MOVED by White and **SECONDED** by Haverfield to **pass** the preceding three ordinance under suspension of rules and approve the Summary of Publication for all. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered them **4232, 4233 and 4234** and directed the clerk to record it as required.

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The following Ordinance was read by title:

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

The Mayor declared this the first reading.

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

MOVED by White and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules and approve the Summary of Publication. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4235** and directed the clerk to record it as required.

Mayor Henry presented a request to **authorize the Mayor and Public Works Director to sign a Task Order with Advanced Control Systems, LLC for Consultant Software Support Services for Ignition SCADA Upgrade at Water Division.**

Michael Fuss presented a staff report explaining that the Public Works Water Division is converting its Supervisory Control and Data Acquisition (SCADA) system operating software from Wonderware to Ignition.

The conversion will reduce overall software costs and create common software between Wastewater operations, Wastewater collections, Water and Irrigation utilities.

Currently, Water Division's software support services is contracted with Advanced Control Systems, LLC (ACS).

City Staff and ACS have agreed upon a scope of work and fee to provide consultant software support services for the Water Division's Ignition SCADA upgrade in the amount of \$34,006.00. Funding will be provided by Water Division's fiscal year 2016 budget.

MOVED by Haverfield and **SECONDED** by Skaug to **authorize the Mayor and Public Works Director to sign a Task Order** (see Exhibit A) with **Advanced Control Systems, LLC** in the amount of **\$34,006.00** (T&M NTE), for consultant software support services for **Ignition SCADA upgrade for the Water Division**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the
MOTION CARRIED

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The following resolution was presented:

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

MOVED by Haverfield and **SECONDED** by Bruner to pass the **resolution** as presented. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **15-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request to **authorize the Parks & Recreation Department to purchase an Inclusive Playground Equipment for Lions Park.**

Darrin Johnson presented a staff report explaining that in the FY 2016 Budget City Council approved the purchase and construction of an Inclusive Design Playground structure at Lions Park. The Inclusive Design Playground goes beyond the minimum ADA requirements and allows all children the opportunity to participate. This proposed playground replaces equipment that is old and outdated.

The cost of the playground structure is \$380,794.41. The funding for the playground comes from three sources that include the City of Nampa FY 2016 Budget, a Community Development Block Grant and a donation from Republic Services of Idaho. Itemized funding is listed below.

City of Nampa FY 2016 Budget	\$213,846.41
Community Development Block Grant	\$151,337.00
Republic Services of Idaho	\$15,611.00
Total	\$380,794.41

The Playground is purchased through the GSA, a Cooperative Competitive purchasing program, and the supplier is Recreation Today of Idaho. Recreation Today of Idaho is a local Nampa company that supplies and constructs playgrounds throughout the region.

Nampa Parks and Recreation staff request action from City Council to approve the purchase and installation of an inclusive playground for the amount of \$380,794.41.

MOVED by White and **SECONDED** by Haverfield to **authorize Parks and Recreation staff to purchase and install the inclusive playground for the amount of \$380,794.41.** The Mayor asked all in favor say aye with all councilmembers voting **AYE**. The Mayor declared the

MOTION CARRIED

Regular Council
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The following Ordinance was read by title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAMPA, IDAHO, TO **CREATE LOCAL IMPROVEMENT DISTRICT NO. 161** FOR NAMPA, IDAHO, FOR CITY UTILITY EXTENSIONS AND CONNECTIONS; PROVIDING FOR THE LEVYING OF ASSESSMENTS UPON THE PROPERTY BENEFITTED BY SUCH IMPROVEMENTS AND FOR THE BASIS OF MAKING SAID ASSESSMENTS; SETTING FORTH THE PROPERTIES TO BE INCLUDED IN SAID DISTRICT; AND PROVIDING FOR MAKING THE ASSESSMENT ROLL.

The Mayor declared this the first reading.

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

MOVED by Raymond and **SECONDED** by Levi to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4236** and directed the clerk to record it as required.

Mayor Henry presented a request to **authorize the Ford Idaho Center General Manager to sign a lease renewal agreement on three copiers.**

Vikki Chandler presented a staff report explaining that this proposal is for the replacement of the current lease on three Xerox Copiers at the Ford Idaho Center, with equipment of similar size and capability. Expected cost is a Five year Lease at \$540.20 for 60 months, with a \$1 buyout at the end of the term. Annually, this equates to a cost of \$6,480 or \$180 per month per piece of equipment.

The arrangement being renewed is with Boise Office Equipment, who offer as sponsorship, free maintenance and supplies on these three pieces of equipment. The current lease is at the same cost, so the equipment is holding steady in terms of price (and has been budgeted for in the past three Operating Budgets.) The sponsorship includes a lighted sign in the Arena, as well as a large banner. Trade value for the service and supplies equals \$3,800 annually.

Capitalized Requested: \$32,400.

MOVED by Haverfield and **SECONDED** by Levi to **authorize the General Manager to sign a lease renewal agreement for three copiers for the Ford Idaho Center.** The Mayor asked all in favor say aye with all councilmembers voting **AYE**. The Mayor declared the

MOTION CARRIED

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MOVED by Haverfield and **SECONDED** by Skaug to **adjourn** into **Executive Session** at 10:34 p.m. pursuant **Idaho Code 74-206 (1) (c)** to acquire an Interest in Real Property Which is not Owned by a Public Agency. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

MOVED by Haverfield and **SECONDED** by Skaug to **conclude** the **Executive Session** at 10:50 p.m. during which discussion was held regarding acquiring an Interest in Real Property Which is not Owned by a Public Agency pursuant **Idaho Code 74-206 (1) (c)**. The Mayor asked all in favor to say aye with all Councilmembers saying **AYE**. The Mayor declared the

MOTION CARRIED

The Mayor adjourned the meeting at 10:51 p.m.

Passed this 21st day of March, 2016.

MAYOR

ATTEST:

CITY CLERK

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

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

Mayor Henry amended the agenda by moving #9 under new business - 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 to #1 under New Business.

MOVED by Haverfield and **SECONDED** by White to **approve the Consent Agenda with the above mentioned amendments; Regular Council Minutes of February 16, 2016 and Special Council Minutes of February 11, 2016 and February 16, 2016; and Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; and Airport Commission Minutes; Planning & Zoning Commission Minutes; Library Commission Minutes; IT Steering Committee Minutes; department reports, bills paid; The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; final and preliminary plat approvals: 1) Carriage Hill North Subdivision No. 4 in an RS-8.5 Zoning District; and authorize the following public hearings: 1) None; Authorization to Proceed with the Bidding Process: 1) None; and 2015-2016 Licenses: (all licenses subject to police approval): Cost Plus World Market, 16412 North Market Boulevard, on-premise beer and wine; The Dutch Goose, 1125 Caldwell Boulevard, on-premise beer, wine and liquor; Big Smoke #113, 4211 Garrity Boulevard, off-premise beer and wine; Big Smoke #115, 5687 Franklin Road, off-premise beer and wine; Big Smoke #109, 2318 12th Avenue Road, off-premise beer and wine; Tobacco Connection #16, 1107 12th Avenue South, off-premise beer and wine; Tobacco Connection #23, 16429 Midland Boulevard, off-premise beer and wine; Tobacco Connection #12, 197 Caldwell Boulevard, off-premise beer and wine; Tobacco Connection #32, 2918 Greenhurst Road, off-premise beer and wine; Tobacco Connection #1, 323 11th Avenue North, off-premise beer and wine; Monthly Cash Reports; and Correct Irrigation Assessments Pursuant to Idaho Code 50-1807; approval of the agenda.** The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

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

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

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- 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 - By the Numbers - Fleet Services currently maintains 540 on and off-road assets. Of the 268 Light Duty vehicles (Class 1 and 2) 143 are over 10 years old. By FY2017, 11 more vehicles will be added to that group. (70 are over 15 years old). “Heavy trucks” (63 class 4 vehicles) are in similar condition, but on a smaller scale. 24 are currently over 15 years old, 3 more by FY2017. The primary limiting factor is age, not accumulated mileage. Parts procurement becomes substantially more difficult after a vehicle exceeds a certain age.

The state of the fleet is operable, but requires attention: Repair costs and vehicle downtime are trending upwards; Regular preventive maintenance visits are trending downward; Fleet facilities are at maximum capacity; Fleet Services is currently operating in a reactionary capacity.

Unscheduled Repair Trend

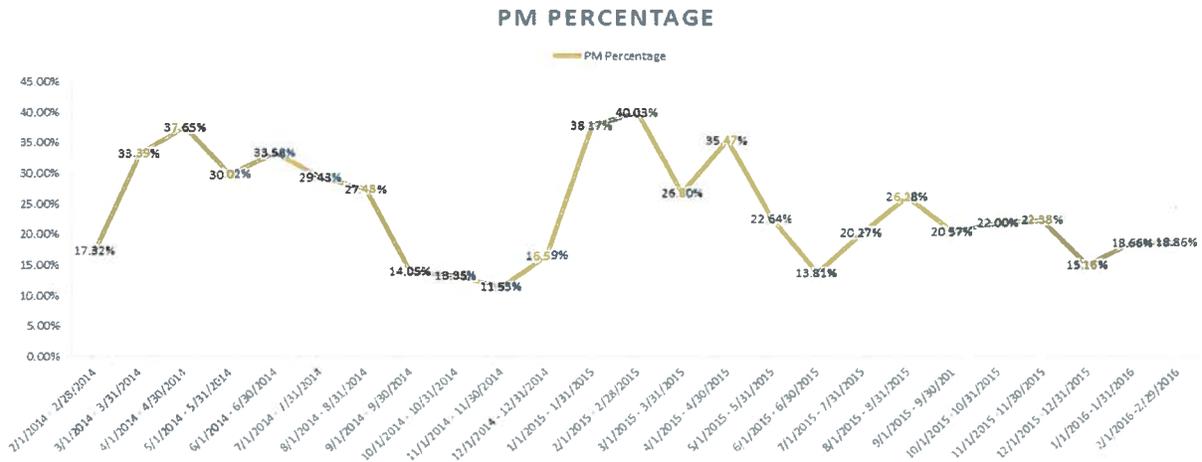


Annual Unscheduled Repair Snapshot

- Unscheduled repair hours are on a divergent path with total work order count, this indicates repairs are becoming more difficult and time consuming
- Annual unscheduled repair hours – 6435.6 (CY2015)
- Parts and Sublet hard dollar costs - \$379,583.44
- Repair cost per hour - \$58.98
- **Vehicle repairs currently average 75.63% of shop workflow***

*Rolling 12 month, target is <25%

Preventive Maintenance Services



Annual PM Service Snapshot

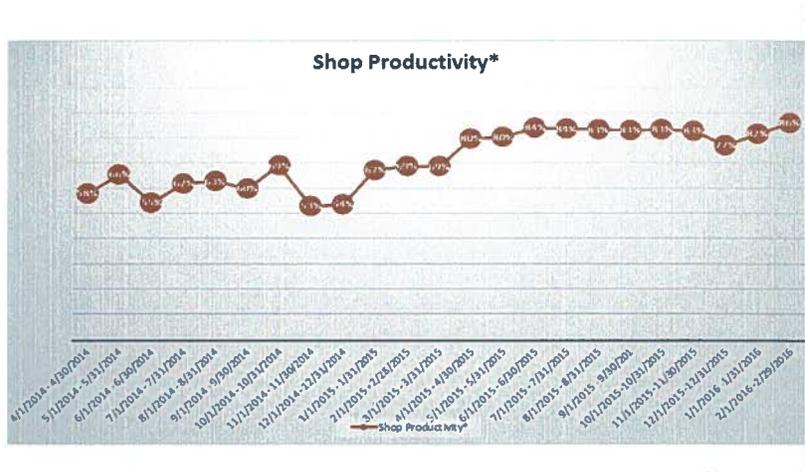
- Annually, PM service work currently represents 24.37% shop flow*
- PM service hard dollar costs at current service level - \$62,838.73
- PM service cost per hour - \$30.29
- Hours required for recommended PM service compliance – 2,739
- PM service hours performed at current level of service – 2,074 (CY2015)
- Annually deferred PM service hours – **665 (24.28%)**

*Rolling 12 month, target is >75%

Vehicle Shop Operating at Maximum Capacity

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 March 21, 2016

- Anticipated annual available direct labor hours with current staffing levels – 8,411 *
- Logged labor hours – 8,510 (CY2015)
- 99 hour deficit translates into certain housekeeping items being deferred and vacation time being potentially denied



* At 83% productivity with 269.0 avg. annual PL per tech, 25% admin allocation for 2 specialist positions
 Note: Target technician productivity is 80%. Any denied leave request increases unfunded PL liability.

Asset Management – Keep the Good Good

Necessary to Change the way we do Business:

- Increase PM Service Workflows
 - Allow broken assets to go unrepaired
- Increase staff
 - Add lube tech, parts person
- Develop citywide fleet asset replacement plan
 - Similar to PW model
 - Tailored to the mission of individual Departments

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.

The following Ordinance was read by title:

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AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS **4305, 0, AND 4321 AIRPORT ROAD**, NAMPA, IDAHO, COMPRISING APPROXIMATELY 5.003 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE **ANNEXED** INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE **IL** (LIGHT INDUSTRIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Lanco, Inc. Representing Mission Aviation Fellowship)

The Mayor declared this the second reading.

The following Ordinance was ready by title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAMPA, IDAHO, **EXCLUDING CERTAIN REAL PROPERTY** CURRENTLY WITHIN THE CORPORATE BOUNDARY OF THE CITY; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO REFLECT SAID EXCLUSION ON THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE EXCLUDED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Donald and Darla Larson – 24 South Jarom Lane)

The Mayor declared this the first reading.

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

MOVED by Haverfield and **SECONDED** by Levi to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4237** and directed the clerk to record it as required.

Regular Council
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The following Ordinance was ready by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, **VACATING** A PORTION OF THE **E. COMSTOCK AVENUE RIGHT-OF-WAY**, SAID PORTION BORDERING THE PROPERTIES COMMONLY KNOWN AS **4104, 4108, 4114 AND 4118 E. COMSTOCK AVENUE**, IN THE CITY OF NAMPA, IDAHO, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH. (Applicant Alan Jacobsen Representing Joe Kane/St. Alphonsus Medical Center)

The Mayor declared this the first reading.

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

MOVED by Skaug and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with Councilmembers Levi, Raymond, Haverfield, Skaug voting **YES**. Councilmember White **RECUSED** herself from voting and Councilmember Bruner was **ABSENT**. The Mayor declared the ordinance duly passed, numbered it **4238** and directed the clerk to record it as required.

The following Ordinance was ready by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, **VACATING** TEN (10) FOOT WIDE PORTIONS OF THE ALLEY AND RIGHT-OF-WAY ON THE WESTERN AND EASTERN SIDES, RESPECTIVELY, OF THAT CERTAIN REAL PROPERTY COMMONLY KNOWN AS **1220 S. IVY STREET**, IN THE CITY OF NAMPA, IDAHO, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH. (Applicant Zenith Homes)

The Mayor declared this the first reading.

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

MOVED by Raymond and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4239** and directed the clerk to record it as required.

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Mayor Henry presented a request for **reconsideration** of the **denial of annexation and zoning** to RS-7 at **8142 West Ustick Road, 17535 Star Road, 17547 Star Road**, and three parcels addressed as 0 Star Rd for **Engineering Solutions, LLP** Representing **Star Development, Inc.**

MOVED by Raymond and **SECONDED** by Haverfield to **grant** the request for **reconsideration** of the denial of **annexation and zoning to RS-7 at 8142 West Ustick Road, 17535 Star Road, 17547 Star Road**, and three parcels addressed as 0 Star Rd for **Engineering Solutions, LLP** representing **Star Development, Inc.** The Mayor asked for a roll call vote with Councilmembers Skaug, White, Haverfield, Raymond voting **YES**. Councilmember Levi **RECUSED** herself from voting tonight and in the future public hearing and Councilmember Bruner was **ABSENT**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **appoint 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**.

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

MOTION CARRIED

Mayor Henry presented a request for **adoption** of the **Program Year 2016 CDBG Application Guidance**.

Jennifer Yost presented a staff report explaining that 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.

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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 with-out CDBG funding once an application is submitted.
- Clarification of some expenses that are is 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.

MOVED by Haverfield and **SECONDED** by Raymond to **adopt the City of Nampa's Community Development Block Grant Program Year 2016 Application Guidelines**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **appoint Scott Jacobsen and Steve Wilson** to the **Nampa Golf Commission**.

MOVED by Haverfield and **SECONDED** by Skaug to **approve the appointment of Scott Jacobsen and Steve Wilson** to the **Nampa Golf Commission**. The Mayor asked all in favor say aye with all Councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request for **authorize the Mayor and Public Works Director to sign a Task Order with J-U-B Engineers, Inc., for Consultant Services to facilitate Connection Fee and Reimbursement Policy Development**.

Michael Fuss presented a staff report explaining that 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.

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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.

Councilmember Haverfield asked why JUB was being brought into the process at this time. (this is to facilitate meetings between staff and builders)

Councilmember Raymond asked about the cost for hiring the consultants that were used (SPF) (\$160,000.) I am not in favor of another study on the fees.

Councilmember Skaug asked if this is not approved can't we come to a fee agreement.

Michael Fuss said that we can go in any direction that Council wishes.

Mayor Henry generalized the situation and went over some solutions.

Councilmember Raymond asked if the fee was established by a study.

Michael Fuss said we do have the numbers from the study. If one of the numbers are chosen then how do they relate to the reimbursement agreement.

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Mayor Henry said we have a contract that was to be paid by hookup fee and 9.5 % interest. If council comes back and says that we are not going to have hookup fees, we are never going to pay them back and then the question is how do they get their 3 million dollars at 9.5% interest back. Is that an obligation that the City accrued and we are going to come up with 7 million dollars. We have lots of builders out there with credits that they bought for hookup fees.

Councilmember Skaug thought that we were going to have a meeting with the builders and then come up with a number.

Councilmember Haverfield had a question for legal and thought that we were waiting on advice on the Sandpoint issue before we proceed.

City Attorney Aaron Seable said that his understanding is that our office has communicated with the other Attorney.

Michael Fuss said that the Hayden case will not be likely finished until after October we need to have this resolved before then. In the end we need a hookup fee that will be tied into the reimbursement policy.

Councilmember Haverfield asked if JUB was to write the policy for the reimbursement.

Councilmember Raymond asked if the hookup fee is greater than what we have now then there is no issue with the latecomers.

Councilmember Levi asked what the funding source is for the \$35,000.00. (from the water fund)

Councilmember White said that the credits and the latecomer's fees are they two different things. (today they are two different things our goal is to get them to one) It has to be one fee, I think that there might even be credits out that is going to be hard to know who has them because developers have not given but maybe sold credits, our program is transparent enough but it is so convoluted that it is very difficult to wade through it and understand it. Will this simplify this process? (that is our intention)

Councilmember Haverfield asked if the sub-committee that was put together are they going to be disbanded or are they still going to be meeting with you. (they will meet with JUB) What Councilmembers are on the committee (Councilmember Bruner) David Bills is on the committee as a developer, Jon Cotner, the builders are Larry Richardson and Tamarack and David Peterson.

MOVED by White and **SECONDED** by Haverfield to **approve** this and **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.**

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Councilmember Haverfield said that it is really important to send the right message.

Councilmember Skaug said that he can't support it because he does not fully understand why we have to spend \$35,000.

Councilmember Raymond said that he won't support it, if he had a chance to sit down and talk with Michael because he is not sure if he understands the difference with latecomers and credits.

Councilmember Levi said that she was not going to support this either. I do not like the fact that we are spending \$35,000.00 additional dollars and we need to facilitate something between adults to adults, we should be able to come up with something better than to have to spend money.

Mayor Henry asked what is the next step.

Councilmembers Skaug and Raymond wanted to have a meeting with Michael.

Councilmember White asked if JUB was firm on the price. (if we change the scope then the price goes down)

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

MOTION DENIED

Mayor Henry opened a **public hearing** for **rezone** from **DH** (Downtown Historic) to **DV** (Downtown Village) 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.

Mike Mussell, 320 11th Avenue South presented the request.

Assistant Planning and Zoning Director Robert Hobbs presented a staff report explaining that the request was for a rezone from **DH (Downtown Historic) Zone to DV (Downtown Village) in order to allow** Auto Body Repair [and alignment], an [off-site] Storage building, and, Off-Street Parking for the Old Nampa Library Building for 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.

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In Order To: 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

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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 effect 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/rezoning 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/rezoning Findings of Facts

(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 standalone 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

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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.)

Councilmember Haverfield asked if the developer would need to meet with the Historic Commission and meet their guidelines. (I don't know as far as the design review committee yes) Is a development agreement required as part of the conditions.

Councilmember Raymond asked does the parking lot and the storage building require a zoning change or can it be done in the zone that it is in.

Councilmember Levi asked what the differences are between the DH (Downtown Historic) and DV (Downtown Village) zoning. (the DV is a transitional zone a go between the other two zones) if it is rezoned it does allow for the repair of the sidewalks, the curbs and meet ADA compliance. Would it be odd to split the zoning on that block?

Those appearing in favor of the request were: Jeremy Hefner, Ruben's Body Shop, 211 10th Avenue South; Jerry Dickerson, 3615 South Raintree Drive (did not speak other than to approve).

Those appearing in opposition of the request were: Kris Wear, 1309 1st Street South.

Mike Mussell presented a rebuttal to questions.

Councilmembers asked questions of the applicant representative.

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

MOTION CARRIED

Councilmember Levi said that she is having trouble seeing an alignment shop that far into the Historic Downtown.

Councilmember Raymond said that it is a good area for the change in zone.

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MOVED by Skaug and **SECONDED** by Haverfield to **approve** the **rezone** from **DH** (Downtown Historic) to **DV** (Downtown Village) 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 with conditions as recommended by staff and authorize the City Attorney to draw up the appropriate Ordinance. The Mayor asked for a roll call vote with Councilmembers Raymond, Haverfield, Skaug voting **YES**. Councilmembers Levi and White voting **NO** and Councilmember Bruner **ABSENT**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for a **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 Shrief/Evans Trust.

Wendy Shrief, Horrocks Engineers, 5700 East Franklin presented the request.

Councilmembers asked questions of the applicant's representative.

Robert Hobbs presented a staff report explaining that the request is for a modification of an annexation and zoning development agreement 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"... for Evans Trust with Horrocks Engineers, Wendy Shrief representing the applicant.

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 effect 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). Inclusively, 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 twostep 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.

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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 Conditions of approval

Should the City Council vote to approve the requested Project related Development Agreement Modification(s) as desired by the Applicant, then Staff would recommend that the Council 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 effect 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). Inclusively, the Agreement shall contain any/the concept development plans proposed by

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virtue of this application submittal as ultimately accepted, or accepted with required changes, by the City's Council...

Councilmembers asked staff questions.

Those appearing in favor of the request were: Mark Pridgen, 1223 East Iowa Avenue

No one appeared in opposition to the request.

Wendy Shrief presented a closing statement.

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

MOTION CARRIED

MOVED by White and **SECONDED** by Levi to **approve 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 and authorize the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for a **fee increase** for the **Civic Center**.

Civic Center Director John Cantlon presented the following staff report:

ISSUE: Prices have not been increased over approximately 10 years, placing financial pressure on the facility's budget, management, repairs & updates creating a demand for the public's tax dollars.

SITUATION:

1. There is no clear formula or benchmark for current rental prices.
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. A full facility rental is currently discounted to 6 cents per foot.
3. Heavy discounting is occurring, ranging from 15% to 32% up to 50% for full facility.

PATH:

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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 food & beverage above \$7,500
 - c. Non-profit patron rental rate is less 10% vs current level of 6% to 8%.
4. Equipment rental rates to increase 123% to afford repair and replacement.
5. Terminate free tech time (labor) currently offered at \$25 to \$50 per hour.
6. Add a 15% senior and military discount plus a 10% group ticket discount.

Councilmembers asked questions of staff.

No one appeared in favor of the request.

Those appearing in opposition to the request were: Debbie Cling, Chamber of Commerce; Marsha Yipan, 1403 4th Street South.

John Cantlon presented a closing statement.

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

MOTION CARRIED

Councilmember Levi asked questions about grandfathering some of the customers that use the center with the old rates.

Councilmember White asked about phasing the price changes or all at once and how often are we looking at doing price increases.

Councilmember Haverfield asked if the client base had been talked to.

Councilmember Raymond I don't have a problem with the rate increase but don't know where the peak of the demand curve is. I would be comfortable with half this year and half next year.

Councilmember Skaug said that we have been brought objective numbers.

MOVED by Skaug and **SECONDED** by Raymond to **approve** the floor & equipment rental increases as proposed, and do 10% increase for rental space for one year as proposed and then

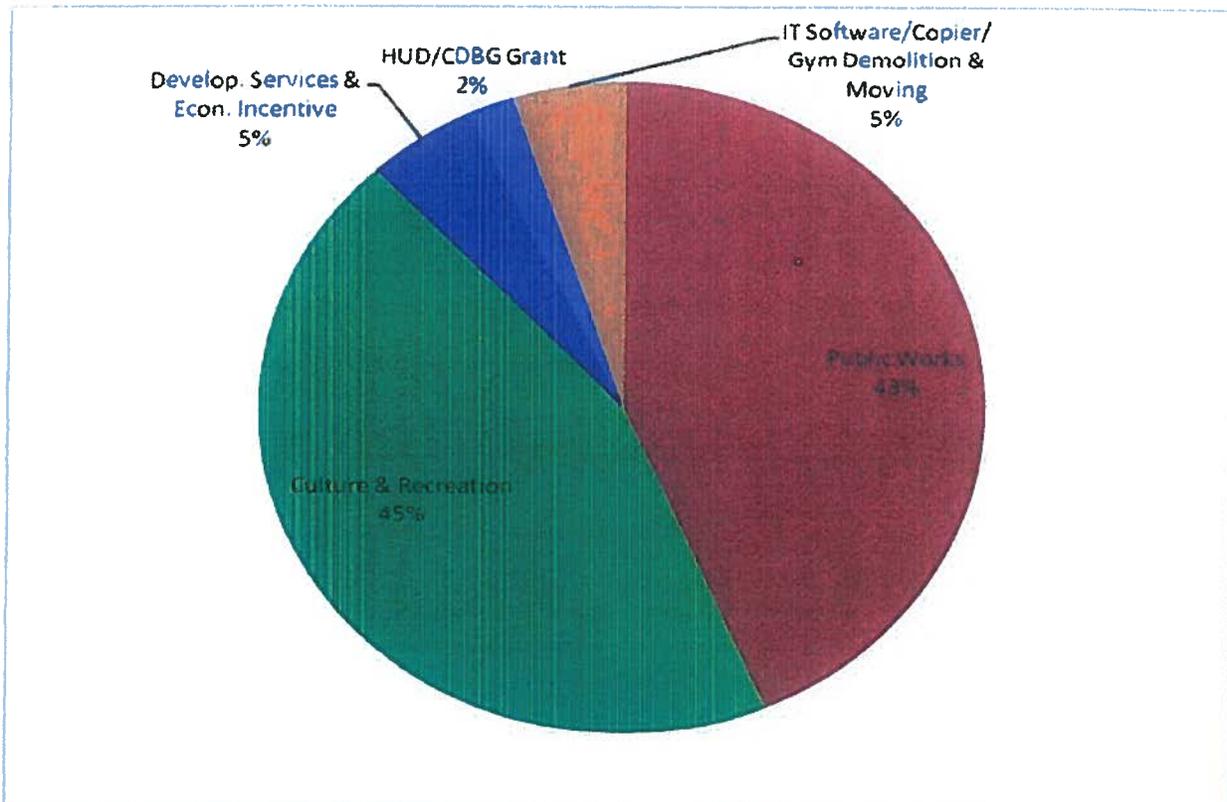
Regular Council
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we will revisit it in one year and authorize the City Attorney to draw the appropriate Resolution. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for amendment to the **2015-2016 fiscal year budget**.

Vikki Chandler presented a staff report explaining that budget amendments during the fiscal year usually capture rollover items that are multi-year projects, new grants, and emergent needs. Rollover projects typically require the use of fund balances, since prior year's funding should reside in reserves. Generally the items in this amendment already have Council approval based on prior communication or previous year's budgets but need to be appropriated in a new budget ordinance for this year and reviewed in a public hearing. I have given Council spreadsheets that give details for each department. Generally, we are adding about \$7.5 million through this amendment for the following functions:



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The Capital Fund has funding for the Ford Idaho Center paving and Sports Center insulation that must be done within a small window of opportunity. Other items in the Capital Fund were included as a result of negotiations with the new hotel owners.

Public Works spreadsheet identifies the many projects that are multi-year, matching grant funds, or emergent needs in various funds. Their projects are 43% of the \$7.5 million budget amendment, or about \$3.2 million.

No one appeared in favor of the request.

Those appearing in opposition to the request were: Hubert Osborne, 4199 East Switzer Way.

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

MOTION CARRIED

MOVED by Skaug and **SECONDED** by Haverfield to **approve amendment to the fiscal year 2015-2016 budget** and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for **vacation** of the **five foot drainage easements** on each side of the lot line between **11605 and 11615 W Cross Way** for **Jim Shervik**.

Jim Shervik presented the request.

Planning and Zoning Director Norm Holm presented a staff report explaining that the request is for a vacation of the two 5-foot drainage easements common to the lot line between Lots 18 & 19, Block 1 of North Slope Subdivision addressed 11615 and 11605 West Cross Slope Way to allow one single family dwelling to be built overlapping both lots for Jim Shervik.

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.

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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.

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

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

MOTION CARRIED

MOVED by Haverfield and **SECONDED** by White to **approve the vacation of the five foot drainage easements** on each side of the lot line between **11605 and 11615 W Cross Way** for **Jim Shervik** and authorize the City Attorney to draw the appropriate ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for a **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.

David Crawford, B & A Engineers, 5505 West Franklin Road, Boise presented the request.

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Norm Holm presented a staff report explaining that the vacation of the 5' public utility easement north of the southerly property line of Lot 20, Block 3, Crystal Cove Subdivision with an address of 4106 South Raintree Drive 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) for David Crawford representing Derek Bartlow.

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.

Councilmember Haverfield asked questions about the easement and the vacation.

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

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

MOTION CARRIED

Regular Council
March 21, 2016

MOVED by White and **SECONDED** by Levi to **approve the 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 and authorize the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with Councilmembers Haverfield, Raymond, Levi, White voting **YES**. Councilmember Skaug **ABSTAINED** from voting and Councilmember Bruner was **ABSENT**. The Mayor declared the
MOTION CARRIED

Mayor Henry presented a request to **authorize the Mayor to sign a Rescission of Option to Purchase Right of Way Agreement with Nampa Medical Properties, LLP.**

MOVED by Haverfield and **SECONDED** by Raymond to **authorize the Mayor to sign a Rescission of Option to Purchase Right of Way Agreement with Nampa Medical Properties, LLP.** The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize piggyback purchase of chip seal oils from Idaho Asphalt Supply**, at an estimated cost of **\$300,000.00**, for **Street Division**.

Michael Fuss presented a staff report explaining 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.

Regular Council
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MOVED by Raymond and **SECONDED** by Haverfield to **authorize piggyback purchase of chip seal oils from Idaho Asphalt Supply**, at an estimated cost of **\$300,000.00**, for the Street Division. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize the Mayor** to sign, (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**.

Michael Fuss presented a staff report explaining that 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.

- o 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.

MOVED by Haverfield and **SECONDED** by White to **authorize the Mayor** to **sign** the Agreement to Waive First Right of Refusal and Terminate Lease with **William Powers**, and Land Lease Agreement **Two Millers Holdings, LLC**, and Memorandum of Lease for Recording Agreement with **Two Millers Holdings, LLC** for Lot **1140** at **Nampa Municipal Airport**. The

Regular Council
March 21, 2016

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

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** to sign **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.

Michael Fuss presented a staff report explaining that 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*)

- o FAA grant is 90% \$61,133.00
- o State grant is 2.5% \$ 1,698.30
- o 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.

MOVED by Haverfield and **SECONDED** by Levi to **authorize** the **Mayor** to **sign** a **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. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request **authorize** the **Mayor** to **sign** a **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.

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Michael Fuss presented a staff report explaining that 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.

MOVED by Haverfield and **SECONDED** by Raymond to **authorize** the **Mayor** to **sign** the **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. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

The following Ordinance was read by title:

AN ORDINANCE AMENDING THE APPROPRIATION OF FUNDS FOR A TWELVE MONTH PERIOD FROM THE FIRST DAY OF OCTOBER, 2015 TO AND INCLUSIVE OF THE THIRTIETH DAY OF SEPTEMBER, 2016 FOR THE TOTAL OF \$143,552,781, ~~\$136,062,433~~; REFERENCING SOURCES AND USES OF FUNDS AND APPROPRIATING

Regular Council
 March 21, 2016

MONIES; SPECIFYING A PROCESS FOR EXPENDITURE OF FUNDS; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. That the following general fund total and enterprise/special revenue fund amounts or so much thereof as may be necessary, are hereby appropriated out of any money in the City Treasury for the purpose of maintaining a government for the City of Nampa, Idaho for the fiscal year beginning with the first day of October, 2015 to and inclusive of the thirtieth day of September, 2016 as follows:

GENERAL FUND			ENTERPRISES & SPECIAL REVENUES		
City Clerk	\$ 267,270	\$ —	911 Fees	\$ 987,669	\$ —
Code Enforcement	\$ 466,759	\$ —	Airport	\$ 570,644	\$ 568,044
Economic Development	\$ 456,748	\$ —	Cemetery	\$ 304,042	\$ —
Engineering Facilities Development	\$ 1,707,306	\$ —	Civic Center	\$ 1,166,963	\$ 1,003,400
Finance	\$ 1,129,989	\$ —	Development Services	\$ 1,989,210	\$ 1,691,356
Fire	\$ 11,585,241	\$ —	Downtown Electric Franchise	\$ -	\$ —
General Government	\$ 803,528	\$ 651,765	Family Justice Center	\$ 251,011	\$ —
Transfer to Family Justice Center	\$ 224,883	\$ —	Idaho Center	\$ 5,071,390	\$ —
Transfer to Civic Center	\$ 494,588	\$ 345,600	Library	\$ 2,123,930	\$ 2,082,553
Transfer to Idaho Center	\$ 870,351	\$ —	Nampa Recreation Center	\$ 3,707,360	\$ 3,349,273
Transfer to Parks & Rec	\$ 627,282	\$ 618,507	Parks & Recreation	\$ 3,477,914	\$ 3,325,264
Human Resource	\$ 378,528	\$ —	Ridgecrest & Centennial Golf Clubs	\$ 2,355,146	\$ —
Information Systems	\$ 2,151,486	\$ 2,052,084	Sanitation/Trash Collection	\$ 8,685,969	\$ —
Legal	\$ 881,000	\$ —	Street	\$ 10,808,059	\$ 10,149,457
Mayor/City Council	\$ 528,466	\$ —	Utility Billing	\$ 854,037	\$ 838,706
Parks & Rec Admin	\$ 365,786	\$ —	Wastewater	\$ 13,931,578	\$ 12,103,629
Planning & Zoning	\$ 487,559	\$ —	Water	\$ 11,563,547	\$ 11,083,947
Police	\$ 19,408,089	\$ —	Workers Comp Fund	\$ 63,663	\$ —
Public Works	\$ 353,929	\$ —	SUBTOTAL	\$ 67,912,132	\$ 63,914,519
Vehicle Maintenance	\$ 1,054,443	\$ 1,048,443			
SUBTOTAL	\$ 45,397,204	\$ 44,982,276			
CAPITAL PROJECTS & DEBT SERVICE FUNDS			Capital Projects	\$ 1,450,922	
			Library Major Capital	\$ -	

Regular Council
 March 21, 2016

Federal Programs	\$16,616,606	\$1,336,073	Campaign		
State & Local Programs	\$ 3,778,921	\$3,777,807	Development Impact Fees	\$ 4,802,142	\$2,820,400
Private	\$ 897,954	\$ 771,954	GO Bond Debt Service	\$ 2,696,900	-
SUBTOTAL	\$21,293,481	\$20,751,387	SUBTOTAL	\$ 8,949,964	\$ 6,414,251
			GRAND TOTAL	\$143,552,781	\$136,062,433

Section 2. That the amount of money derived from funds or sources created by law for specific purposes is hereby appropriated for such purposes.

Section 3. That the Finance Department is hereby authorized and required upon presentation of the proper vouchers, approved by the Council as provided by law, to draw checks on the funds stated and against the appropriations as made in the preceding sections of this Ordinance, in favor of the parties entitled thereof.

Section 4. That this Ordinance shall be in full force and effect upon publication

The Mayor declared this the first reading.

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

MOVED by Raymond and **SECONDED** by Skaug to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4240** and directed the clerk to record it as required.

The Mayor adjourned the meeting at 9:12 p.m.

Passed this 4th day of April, 2016.

 MAYOR

ATTEST:

 CITY CLERK

CITY OF NAMPA

NAMPA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Minutes of the Regular Monthly Committee Meeting

December 10th, 2015

The regular monthly meeting of the Nampa Bicycle and Pedestrian Advisory Committee (NBPAAC) was held at Nampa City Hall Council Chambers on Thursday, December 10, 2015, beginning at 4:00 P.M., pursuant to notice duly posted by the City Clerk and provided to the individual committee members by e-mail. Present at the meeting were the following:

Committee Members:

- LaRita Schandorff, Chair
- Adam Haynes, Vice Chair
- Bruce Wiley, Acting Secretary
- Philip Peterson
- Meggan Manlove

City of Nampa Staff:

- Karla Nelson, Community Planner
- Alex Hackett, Safe Routes to School Coordinator
- Cody Swander, Parks & Recreation
- Jeff Barnes, Staff Engineer

Visitors:

- Tom Laws, COMPASS

1. Welcome. LaRita Schandorff opened the meeting

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

3. Additions or changes to the agenda. None

COMMUNICATIONS

4. New Ridgevue High School bike lanes and sharrows. As noted in last month's minutes, there were questions on why a one-direction bike lane on Madison south bound and sharrows in one direction only on Linden east bound were placed around the new Ridgevue High School without notifying this committee of the striping of this portion of our Bike and Pedestrian Master Plan.

It is the position of the committee that this is an improper and unsafe practice and with a bike lane only on one side would encourage bicycle travel illegally against traffic by students.

The procedure for approving this project and the reasons we were not included in the planning process were explained to us by Karla Nelson.

After a thorough discussion of the situation it was decided by committee that with the location of the new school being so far out of town, it is unlikely that bike traffic will be a problem

until the new planned subdivisions develop in that area. We unanimously agreed we should just keep an eye on it now for any problems that may arise.

With any new residential construction in the area of the school, bike lanes to match the existing ones will be installed on the other side of the road.

NEW BUSINESS

5. Nampa 2nd St South Cycle Track Recommendation. May 14th, 2014 a resolution was passed by city council calling for ITD to include bike lanes on I-84B between Caldwell city limits and Downtown Nampa wherever possible to do so. This was promoted in conjunction with the City of Caldwell to improve and encourage safe cycling between the two cities. Since that time bike lanes have gone in on 84B (Caldwell/Nampa Blvd) from Karcher Rd to Linden in Caldwell.

This didn't look possible in Nampa proper (Northside to 11th Ave S) because of the portion that is one-way eastbound 3rd St. S being too narrow to include a bicycle lane in that direction.

With many cities now going to "Protected Cycle Tracks" for the safety of their citizens, Bruce Wiley noticed that the width of 2nd St. S could possibly lend itself to installing a two-way protected bike lane on the south side of the road while still keeping 3 travel lanes going west bound. It may be necessary to remove parking on the south side of the road but that is not heavily used for parking with quite a bit of off-street also available. (see attachment)

ITD seems open to the possibility but of course needs a request from the city of Nampa before designing this for their scheduled FY 2017 maintenance of the road surface.

Due to the short time frame available for finalizing their design, it was recommended by Jeff Barnes that we first add this to our Bike and Pedestrian plan in the coming update period and then work on the project approval once it is a part of the plan.

It was noted that federal grants are now available for this type of project specifically so we may be able to use that funding. This information has been passed on to Lynda Clark.

In the mean time, when ITD does their resurfacing/restriping we are requesting that they take our project into account and leave room for it which should not be a problem.

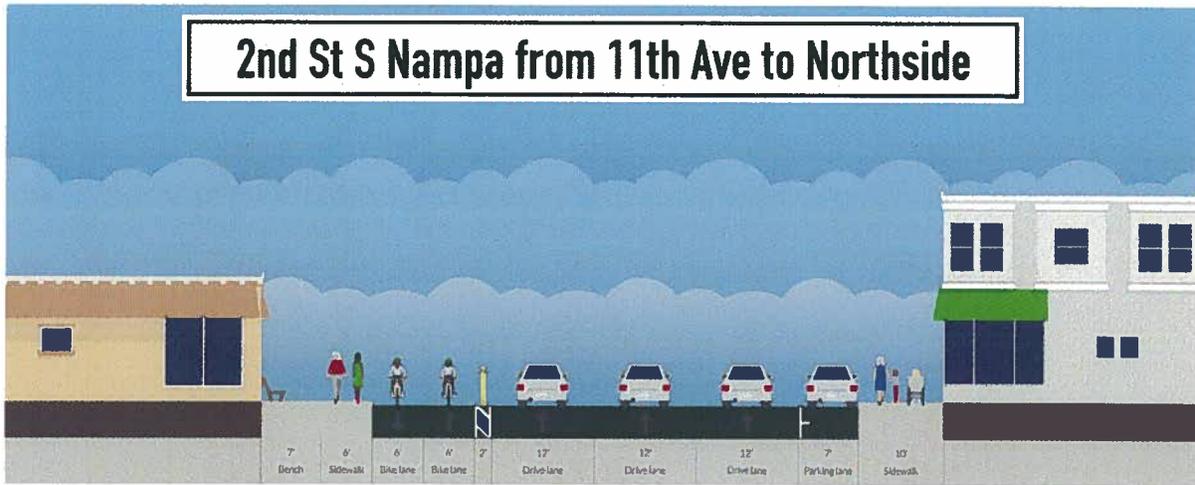
6. Edwards Drain Pathway Status The project is going out for bid December 22nd.

ADJOURNMENT

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

By Bruce Wiley

2nd St S Nampa from 11th Ave to Northside



CITY OF NAMPA

NAMPA BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Minutes of the Regular Monthly Committee Meeting

January 12th, 2016

The regular monthly meeting of the Nampa Bicycle and Pedestrian Advisory Committee (NBPAC) was held at Nampa City Hall Council Chambers on Thursday, January 12, 2016, beginning at 4:00 P.M., pursuant to notice duly posted by the City Clerk and provided to the individual committee members by e-mail. Present at the meeting were the following:

Committee Members:

- LaRita Schandorff, Chair
- Adam Haynes, Vice Chair
- Bruce Wiley, Acting Secretary
- Philip Peterson
- Meggan Manlove
- Eualeen Beukelman
- Jeremy Robbins

City of Nampa Staff:

- Karla Nelson, Community Planner
- Alex Hackett, Safe Routes to School Coordinator
- Cody Swander, Parks & Recreation
- Jeff Barnes, Staff Engineer
- Sandi Levi, Nampa City Council

Visitors:

- Tom Laws, COMPASS

1. **Welcome.** LaRita Schandorff opened the meeting. Sandi Levi was welcomed as our new city council Liaison, thank you Sandi!

2. **Approval of minutes of the previous meeting.** The minutes were approved as presented with no corrections. Motion to approve was made by Meggan Manlove and seconded by Adam Haynes.

3. **Additions or changes to the agenda.** None

COMMUNICATIONS

4. **Master plan timeline.** Adam Haynes asked if there was any timeline set for our review of the Transportation and Bike/Ped master plans. His concern is with having some advance notice of the schedule for this project. Karla and Jeff stated that nothing at all is planned yet and with the engineering department being short handed now there has been no opportunity to tackle this item.

OLD BUSINESS

5. Bike and walk to downtown project update. The project is slated to continue in March and is to be completed within 3 weeks. Jeff asked for our thoughts on the timing of a ribbon cutting event and a discussion ensued with various ideas. It was decided that perhaps having the ribbon cutting at the same time as the opening of the Farmer's Market downtown would be the best idea. We then threw out some ideas on who should be invited to the event. Mentioned was the Parks & Recreation Center, Lynda Clark, a UP rep, downtown leaders, chamber of commerce, economic development, etc.

NEW BUSINESS

6. Pathway report and funding request. Cody Swander reports that the grant funding for repairs to the Indian Creek pathway to the east of Sugar has been approved. West of Sugar was resurfaced last summer.

Lynda Clark has asked that we approve a request of funding for the Grimes Pathway in north Nampa. This project, in conjunction with a proposed new subdivision would complete the pathway from Karcher Rd at McDonagh park (east of Franklin), north and west to Franklin north of Birch. A motion was made by Phil Peterson and seconded by Bruce Wiley approving the request for RTP funding by the city.

7. 11th Avenue N project. 11th Ave North will be rebuilt this summer from Birch out to Cherry and will include a 5 ft shoulder with fog line. It will be usable for cycling except when there are games going on at Optimist Park when cars will be using it for parking.

An RFB crossing will also be installed at the intersection with Canterbury across from Birch Elementary.

8. Greenhurst/Stoddard path crossing. Input is requested by Jeff on the draft design of an RFB beacon crossing at Greenhurst for the Stoddard Pathway with the associated parking and layout. (drawing attached). A discussion ensued.

9. 12th Ave S HAWK beacons*. A corridor study is going on to decide where to place crossings on 12th between Lake Lowell and 7th Ave S. Possible placement may be between Sherman and Dewey as well as between 10th and 12th Ave S.

10. Midland/Wilson pathway HAWK*, in design

11. Lake Lowell/Wilson pathway HAWK*, in design

12. 6th St North rebuild. Planned for this coming summer from 16th Ave N west, this will include sharrow markings on the roadway.



13. Permanent pathway counter. A permanent counter will be installed on the Stoddard pathway by COMPASS to keep track of bike and pedestrian traffic; this helps the city of Nampa apply for new grant funds in the future. There was a lengthy discussion of where to install it on the trail. It will probably be located to the north of Greenhurst, Tom will go walk it to find the best spot.

14. Winter Walk to School Day. Alex Hackett mentions that so far 4 schools have signed up for a winter walk to school event in February and more may participate.

15. **Edwards Pathway.** Construction will begin in March for the new Edwards Pathway with one property ROW still being negotiated.

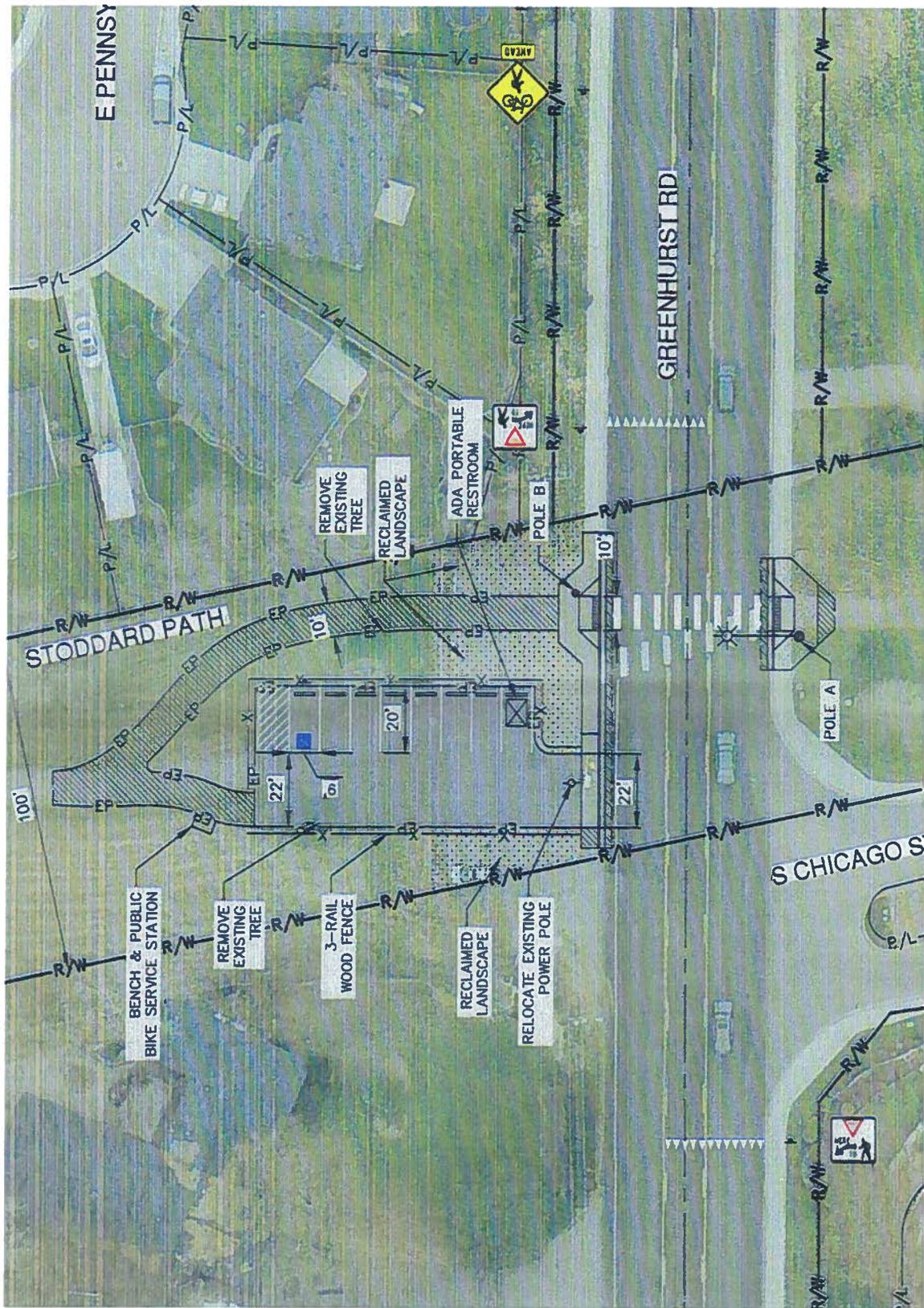
16. **Holly St.** The streets on the east side of NNU are being considered by engineering for conversion to bike lanes.

*HAWK beacon- **H**ight-intensity **A**ctivated cross**W**alk **K** beacon

ADJOURNMENT

17. **Adjournment.** There being no further business to be brought before the committee, the meeting was adjourned at 5:02 PM.

By Bruce Wiley



Crosswalk Advisory Committee Inquiry Locations

- Crosswalk Advisory Locations**
- Completed/Not Recommended (22)
 - Construction (6)
 - Design (13)
 - Funding Secured (10)
 - Pursue Funding/Information (23)
 - Under Consideration (0)
 - New Inquiry (0)

1/13/2016
For illustrative purposes only.



Planning & Zoning Department

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

March 30, 2016

Patricia Nilsson
1115 Albany St.
Caldwell, Idaho 83605

Re: Nampa Area of City Impact Boundary Expansion

Dear Ms. Nilsson:

Nampa City Planning and Zoning Commission, on March 22, 2016, voted to recommend to Nampa City Council that the Area of City Impact boundary expansion shown in the attached map be approved with a few alterations. The Commission recommended that all of Area 6 and Area 5 south of Roosevelt Avenue be removed from the Area of City Impact expansion.

The Planning and Zoning Commission recommendation was in part based on the COMPASS growth forecast which shows little change for Area 6 and Area 5 south of Roosevelt Avenue. In addition, the City of Nampa Comprehensive Plan designates the areas agricultural and does not envision increased densities for these areas. Residents also expressed strong opposition to being included in the Area of Impact and stated that they have no intention of subdividing or developing their land.

Area 6 and the southern portion of Area 5 were initially included in the proposed Impact Area expansion due to their proximity to City boundaries. In the future, if development pressure occurs property owners and developers will turn to the city of Nampa for development entitlements and services. The Area of Impact is meant to be a long term planning tool that allows the City and County to plan for long term service needs.

The Nampa Planning and Zoning Commission recommendation did support proposed swaps for Areas 1 through 4 and the expansion of Area 5 north of Roosevelt Avenue. The recommendation with the proposed exclusion of Area 6 and part of Area 5 does not change the agreed upon boundary line between the cities of Nampa and Caldwell.

The matter will now proceed on to the City of Caldwell Planning and Zoning Commission on April 12, the Canyon County Planning and Zoning Commission on April 21 and Nampa City Council on May 16. Any changes will not be finalized until they are approved by the Canyon County Board of Commissioners.

If you have any questions concerning this matter you may contact our office during normal business hours Monday through Friday at 468-4434.

Sincerely,

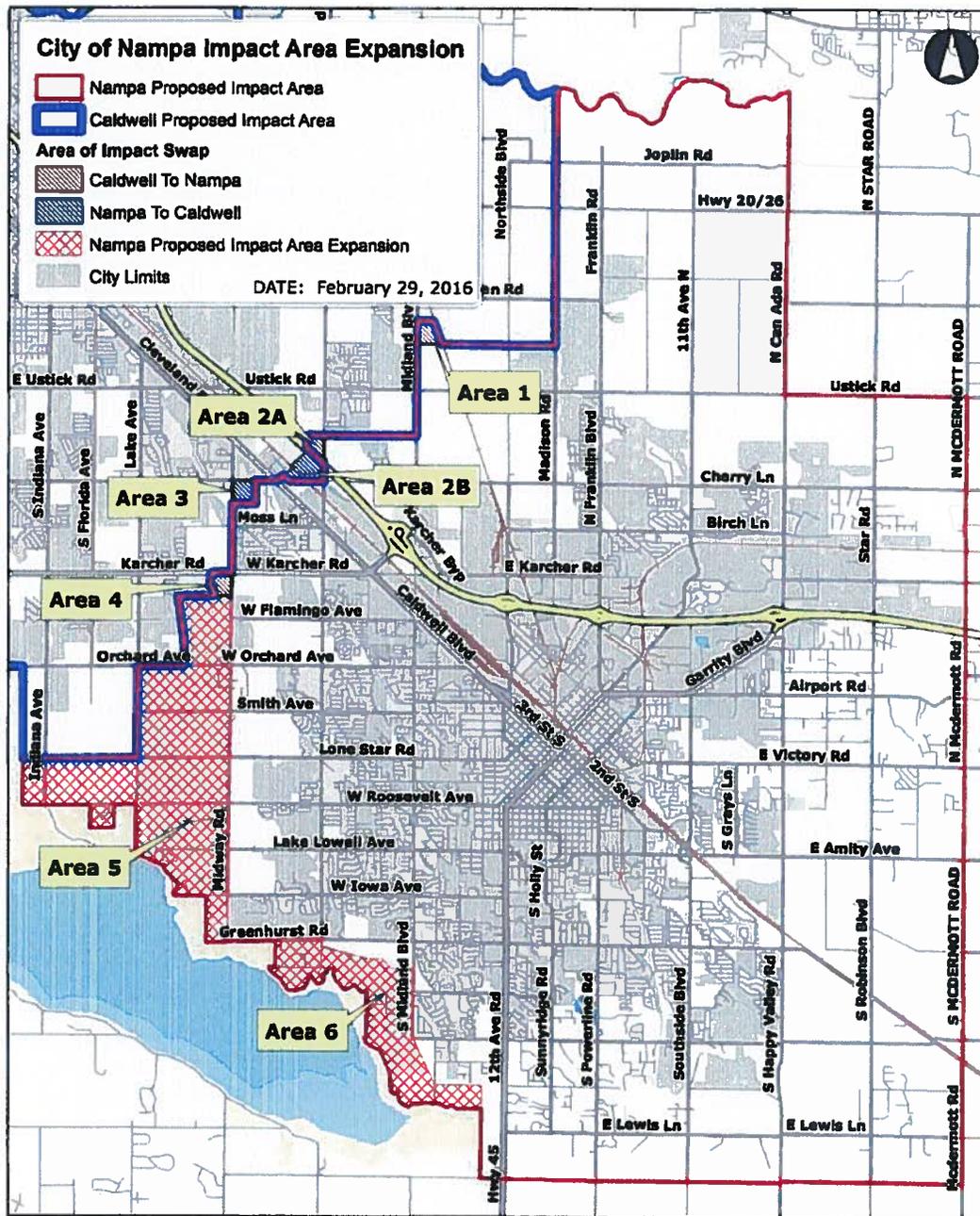


Karla Nelson, Community Planner
On Behalf of the Commission

Planning & Zoning Department

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

cc: Nampa City Council
Brian Billingsley, City of Caldwell Planning and Zoning Director



CONSENT TO BID LIFT STATION #3 UPGRADES

- Lift Station #3 (LS#3) was constructed approximately 10 years ago. The lift station services the area near Shopko and across the interstate to the Treasure Valley Marketplace (Exhibit A). LS#3 also services the Simplot Potato facility.
- The three (3) existing 100-HP pumps are obsolete and require custom fabrication to remain serviceable. Additionally the pumps require frequent maintenance for plugging due to the pumps running at slower speeds with reduced flow volumes. The goal of this project is to ensure a minimum 12 year working life by replacing and/or upgrading old equipment.
- Keller Associates has completed design of the upgrades and the project is ready to be bid. Due to the specialized nature of this work, Keller will also provide two (2) special inspections during construction. Daily construction observation will be provided by HDR as part of the master agreement with the City.
- The Lift Station #3 Upgrades project has an approved FY16 Wastewater Division budget of \$430,680

Design & Speical Inspection	\$ 72,995
<i>Construction Estimate</i>	\$ 338,000
<i>Construction Observation Estimate (7%)</i>	\$ 23,660
Total	\$ 434,655

- Keller Associates has provided an engineer's estimate and the Engineering Division recommends proceeding with the formal bidding process.

REQUEST: Authorize the Engineering Division to proceed with the formal bidding process for the Lift Station #3 Upgrades project

Exhibit A



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
Aces Place	1652 Garrity	04/04/2016
Nampa Civic Center	411 3 rd St. South	04/04/2016
Ford Idaho Center	16200 Idaho Center	04/04/2016
La Botana	1512 1 st St.	04/04/2016
Firehouse Sports Pub	1515 N Midland	04/04/2016
The Olive Garden Italian Restaurant	16401 North Market Place	04/04/2016
Airport Inn	3111 Garrity Blvd	04/04/2016
Monkey Bizness	724 1 st St South	04/04/2016

CITY OF NAMPA
REGULAR COUNCIL

April 4, 2016

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

2016 Pressurized Irrigation Season

Mountain reservoirs like Arrowrock, Lucky Peak and Anderson Ranch provide water via various canals to irrigation water districts such as Nampa and Meridian, Pioneer, and Boise-Kuna. The City receives a majority of its irrigation water from the aforementioned underlying districts which discharge water into other canals and ditches in Nampa. City pumps are used to draw the irrigation water in order to provide pressurized irrigation service to its customers. The length of the irrigation season is dependent on water in the reservoirs and canals.

Nampa and Meridian, and Pioneer Irrigation Districts plan to release water by April 1. Boise-Kuna Irrigation District is scheduled to release its start date after April 6. The City will begin filling its pressurized irrigation system on April 4. Crews will test lines, flush the system, and bring ditch pumps on line. The system might be shut down for needed repairs which can result in customers having water one day and not the next. It is expected that Nampa customers will have full, pressurized irrigation water service by mid-April.

Information outlining the City's pressurized irrigation water schedule will be posted in the local newspaper. A Frequently Asked Questions (FAQ) sheet, which is posted on the City's website, is attached for your review (see Exhibit A).

Transportation Master Plan: Statements of Qualifications

The current City of Nampa Transportation Master Plan (Plan) is based largely on data from 2008-2009. Much has happened in Nampa since then and needs to be incorporated into an updated Plan. Council approved funds in the fiscal year 2016 budget to accomplish a long list of plan improvements which include:

- Design and join City staff in implementing a public involvement effort
- Reconfirm with key stakeholders and City Council the existing Plan's policies and recommendations
- Incorporate existing maintenance policies and practices into the updated Plan
- Update linkages to and information from existing local and regional transportation plans
- Refresh existing conditions documentation
- Identify high accident locations for the last five years
- Update travel demand forecasts and roadway/intersection capacity needs through 2040
- Incorporate needs identified in current citywide pathways and bicycle and pedestrian plans; consider an update to the bicycle and pedestrian plan
- Produce an unconstrained Capital Improvements Plan (CIP)
- Update conceptual level costs of needs through 2040

- Work with City staff to update the City's transportation funding forecast
- Constrain the CIP to expected funding levels and identify impacts of constraints
- Revise and update the City's project prioritization process and project lists as needed to interface with the City's current and forecasted transportation funding mechanisms
 - Design and include a mechanism for prioritizing pathway, bicycle and pedestrian projects along with roadway and intersection projects
 - Incorporate constrained CIP into the City's Asset Management Plan
 - Provide annual review/revision suggestions for impact fee eligible intersection and bridge projects

On March 7 City Council approved distributing a Request for Qualifications (RFQ) to accomplish this comprehensive planning process. Qualification submittals are due by April 1. City and Idaho Transportation Department (ITD) staffs, supported by a Council member, will review all submittals and make a recommendation to Council on April 18 to initiate contract negotiations with the highest scoring firm/team.

Library Square Couplet Traffic Improvements

Traffic changes around the Library Square Couplet (Couplet) in 2015 affected many drivers and caused some consternation while adjusting to new travel patterns. City staff, in conjunction with ITD, implemented numerous incremental improvements as drivers' habits changed to accommodate travel changes. In 2015, staff solicited a professional analysis of more substantive improvements to smooth traffic flow around the Couplet. City consultant, Paragon Consulting, Inc., presented a summary report and conceptual plan for changes to City Council on October 5, 2015. Council authorized staff to proceed with design and implementation of proposed changes (see Exhibit B).

Staff has received approval from ITD to implement the proposed changes in ITD's right-of-way. The following improvements will be initiated in late April:

- Modify pavement markings and traffic signal at 3rd Street South and 12th Avenue South to accommodate new traffic lane assignments on the 3rd Street South approach to include a left-thru lane, thru-right lane and right-only lane
- Modify pavement markings and the traffic signal at 2nd Street South and 12th Avenue South to eliminate the existing double right turn lane on the 12th Avenue southbound approach, leaving a single right turn lane for the approach
- Modify pavement markings along 12th Avenue South, between 3rd Street South and 2nd Street South, to provide a lane shift to better serve traffic flow from 12th Avenue South to 2nd Street South
- Install a bike corral on the library side of 12th Avenue South

Update to Credit and Latecomer Policies Development

In follow-up to the March 21, 2016, City Council meeting, staff has not pursued additional study for hookup fees. Staff will continue to work with the building community concerns and City consultant Financial Consulting Solutions (FCS) Group to present hookup fee options for the Council to consider in the future. However, as presented in the initial rate hearing, and briefly discussed on March 21, there is significant interest from the development community for a latecomer policy. Furthermore, there are known flaws in the existing, outdated construction credit policy. The credit policy, and the typical latecomer policy, are methods for developers to be reimbursed for infrastructure investment beyond that required for the lot or building.

Currently, there is insufficient staff resource to fully develop and/or update these policies and create new standard operating procedures to ensure the policy is administered correctly, without errors and at the demanding pace of development. It is staff's experience that the latecomer and construction credit policies create obligations of the City against hookup fee revenues. It is also clear from Council's previous discussion and direction of staff that a reduction in the recommended hookup fees is likely. Without clear latecomer/credit/reimbursement policies it is impossible to identify the hookup fee obligation and impossible for staff to provide the information to Council for its deliberation on hook-up fees.

Staff is contracting with City consultant J-U-B (JUB) Engineers, Inc., to provide meeting assistance and technical expertise for policy development to address both the requested latecomer policy and the outdated credit policy. Staff envisions a new reimbursement policy for development to address both the current flawed credit policy and accommodate the existing latecomer obligations the City has entered into without clear policy direction.

In the interest of providing City Council with some perspective of the level of impact, just one latecomer agreement currently in place has created over an \$8M obligation of the City. Staff also does not know the level of obligation created of the current credit policy. Furthermore, an increased use of latecomer agreements, without clear guidance, could create latecomer fees that overlap on the same undeveloped ground in the amount of several thousand dollars per lot.

It is staff's belief the appropriate level of risk should be assigned to those creating the risk. The City should not take on the speculative risk of development. One option may be to connect the reimbursement with a payment from each building permit, similar or in conjunction with a hookup fee. Making this connection keeps the developer with the risk of development by knowing its payback will only occur at the same rate as new building permits. Furthermore, staff believes that the pressure for latecomer agreements is due to the inability of developers to be reimbursed from undervalued hookup fees through the current credit policy.

City staff is hopeful all the issues and answers can be found with the help of JUB, FCS, and the development community, in a timely fashion, to continue to facilitate development, increase economic activity and make the utility whole without shifting the significant risk of development to the City.

City of Nampa Municipal Irrigation

Irrigation Season

The Nampa irrigation season is dependent on available canal water supplied from mountain reservoirs like Arrow Rock, Lucky Peak and Anderson Ranch. Water starts to flow in the beginning of April and depending on necessary repairs, customers typically have full pressure by mid-April. At the beginning of the season, crews test lines, flush the system and bring ditch pumps on line. As crews find problems with water lines they shut them down for repairs, this can result in customers having water one day and not the next, patience is requested.

Wise Water Use

Irrigation customers can extend the length of the season by using water wisely. Check your sprinkler system for any breaks, leaks, areas of poor coverage and proper settings. The University of Idaho Extension office recommends watering lawns with a long soak (30-45 minutes) once every three to seven days. Less frequent deep watering encourages root growth and drought tolerance. More watering tips can be found at www.cityofnampa.us/water under the irrigation tab.

Irrigation Assessment

Irrigation assessments are due April 1 of each year. If the assessment is not paid by June 30, the account becomes delinquent and crews will shut off service. Customers can pay the irrigation assessment online at nampa.merchanttransact.com, in person at 401 3rd Street South, by mail, or over the phone by calling 855-322-7410 (there is a \$1.50 fee for this service). You are welcome to break up your irrigation bill into two or three payments without penalty as long as the bill is paid in full by June 30. Just make sure to include your account number with each payment.

Irrigation assessments are due in full each year regardless of season length. The assessment pays for your irrigation service as well as the water right that comes with your property as regulated by State Code.

Why is my irrigation assessment increasing?

Simply put, we have an aging system. In order to provide a continued level of service to meet your irrigation needs, the city needed to implement this rate increase. The approved irrigation rate increase will fully fund operations, maintenance costs along with improved filtration (more weed free water) and needed pipe, pump, and valve replacements identified in the irrigation master plan.

More information can be found at www.cityofnampa.us/irrigation



Contact Information

Irrigation Service

If you notice a leak call 208-468-5860, this phone line is monitored 24 hours a day. Irrigation leak emergencies that threaten to damage property, life or health will be addressed immediately. Due to the volume of calls, if you get our voice mail please leave a message. We will call you back as soon as possible.

Irrigation Assessment

If you have questions about your irrigation assessment or domestic water utility bill, please call 208-468-5711.

Irrigation Season

If you have general question about the irrigation season or service please call the Waterworks Division at 208-468-5860.

Frequently Asked Questions

Q. Will the Water Department turn on my curb stop valve?

A. No, the City is not responsible for turning on your curb stop valve if it was shut off by a winterization company in the fall. The city recommends having a shut off valve installed on your line so that you can turn your service on and off as needed.

Q. Can a customer be fined for damaging a curb stop valve?

A. Yes. If a customer operates the curb stop and damages it, then the customer is responsible for the cost of the repair. The curb stop belongs to the City and is for emergency use only.

Q. If my irrigation line needs to be repaired, who is responsible?

A. The City's obligation for repairs ends with the curb stop valve. If a leak or a flood can be turned off at the curb stop, then the repair is the customer's responsibility.

Q. Why do my neighbors have irrigation water and I don't?

A. Neighbors across the street may be on a different water line that was turned on first. If neighbors on the same side of the street have water, your curb stop valve may have been turned off in the fall by your sprinkler service. Other possibilities include a plugged filter or a delinquent irrigation account; please call 208-468-5711 to verify.

Q. Is it safe to drink irrigation water?

A. No, it is not safe. Irrigation water comes from canals and ditches and is not treated.

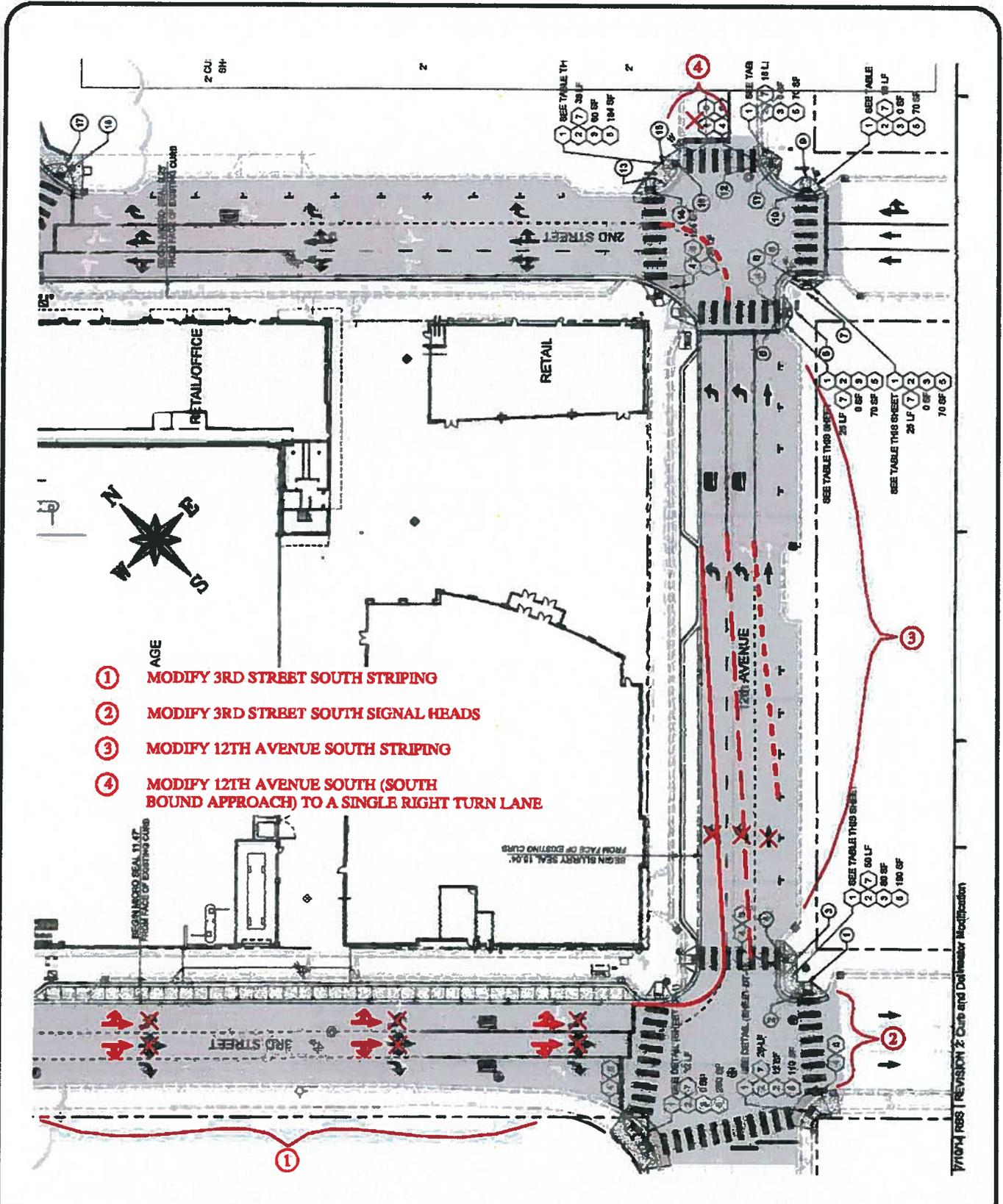
Q. Who do I call if there is a problem with the irrigation canal or ditch?

A. In Nampa, canals and ditches are typically owned and operated by Nampa Meridian Irrigation District, 208-466-7861 or Pioneer Irrigation District, 208-459-3617.

Q. Why am I experiencing low pressure?

A. There could be several explanations. First check your filter and clean as needed. If this does not help, you may be watering during high demand. If low pressure continues at different times, please call 208-468-5860 so that technicians can check equipment in the area.

Exhibit B



- ① **MODIFY 3RD STREET SOUTH STRIPING**
- ② **MODIFY 3RD STREET SOUTH SIGNAL HEADS**
- ③ **MODIFY 12TH AVENUE SOUTH STRIPING**
- ④ **MODIFY 12TH AVENUE SOUTH (SOUTH BOUND APPROACH) TO A SINGLE RIGHT TURN LANE**

**LIBRARY SQUARE
12TH AVENUE SOUTH STRIPING
OPTION 2**

Scale: N.T.S. Date: 9/14/2015 Project Number: 005-15-003
Drawing: Roadway Design.dwg



157 W. 4th Street
Kuna, Idaho 83634
PH: (208) 922-9138
FX: (208) 922-9168

7/10/14 R68 | REVISION 2: Curb and Delineator Modification

RESOLUTION # _____

A RESOLUTION OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AUTHORIZING FEE INCREASE FOR THE NAMPA CIVIC CENTER EFFECTIVE MARCH 22, 2016.

WHEREAS, the City of Nampa finds it necessary to increase the fees charged by the Nampa Recreation Center and the Recreation Department; and

WHEREAS, it appears to the City Council of the City of Nampa, Idaho, that it is in the best interest of the City of Nampa, Idaho, that such fee increases be authorized.

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

Section 1. That on March 22, 2016, the fees charged by the Nampa Civic Center shall be increased to the amounts as shown on Exhibit A attached hereto and incorporated herein by this reference.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 21ST DAY OF MARCH, 2016.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 21ST DAY OF MARCH, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

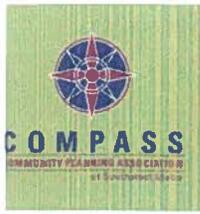
RENTAL SPACE PRICING				Approved 10% March 21, 2016 (EFFECTIVE March 22, 2016)									
#	ROOM SELECTIONS	FULL DAY	SQ FT	PRICE PER FT	HALF DAY	HALF PER FT	RENT POST	\$\$\$ BASE	PER FT NEW	\$\$\$ Δ			
187	Banquet North	340	2400	0.14	225	0.09	400	408	0.170	68			
	Banquet Central	340	2340	0.15	225	0.10	400	398	0.170	58			
	Banquet South	340	2340	0.15	225	0.10	400	398	0.170	58			
77	Lobby	525	4056	0.13	420	0.10	600	608	0.150	83			
	Office Hallway	1	2000	0.00	1	0.00	200	200	0.100	199			
220	Casler North	135	675	0.20	100	0.15	145	115	0.170	-20			
	Casler South	135	675	0.20	150	0.22	145	115	0.170	-20			
164	HF North	85	450	0.19	65	0.14	90	81	0.180	-4			
	HF South	135	640	0.21	100	0.16	140	115	0.180	-20			
11	The Calliope Garden	235	4500	0.05	170	0.04	200	203	0.045	-33			
132	Union Pacific Executive Board Room	130	600	0.22	90	0.15	150	150	0.250	20			
91	Keithly Board Room	105	600	0.18	75	0.13	X	X	X	X			
	Ferdinand Room	65	209	0.31	55	0.26	50	52	0.250	-13			
130	Auditorium (per seat) (8,200 sq ft)	695	1,09	per seat	770		768	1,20	73				
	Auditorium rehearsal (1/2 DAY)	450	0.70	per seat	515		512	0.80	62				
	AVERAGE - SUM TOTAL	3160		0.16	3490		3410	0.17	FT \$\$				
					INC %		110%	<<<					
12	Full center rental (all rentable spaces)	1695	29685	0.06	2900		2899						
** Council approved overall 10% rate increase.				2015 CAPACITY BENCHMARK:									
** Actual posted prices will be rounded up to the next \$5.00				Note: 1012 events of 3993 possibles or 25%									
CRITERIA: DISCOUNT & TERMS													
1	Half day rent now 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		Council approved March 21, 2016			
Effective March 22, 2016		Replacement/repair costs figured			
FLOOR & EQUIPMENT RENTALS					
Seating set up (optional):		Price	NEW PRICE		
			DOLLAR		
			A		
1	Linen per table	3.5	4	0.50	14%
2	Black chair covers	3	4	1.00	33%
3	Black chair covers w/silver sash	4	5	1.00	25%
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	75%
Site & Property					
7	Security (\$40 per hour, as required by Center)	40	50	10.00	25%
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	0%
Dance Floors					
10	Standard dance floor 24x24	135	150	15.00	11%
11	Larger dance floor 30x30	235	250	15.00	6%
12	Marley Auditorium dance floor	75	125	50.00	67%
Display & Vendor Configurations					
13	Vendor space w/table, chair, waste basket	25	40	15.00	60%
14	Vendor space w/pipe & drape	50	75	25.00	50%
15	Display or registration tables	15	25	10.00	67%
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	56%
19	Portable sound system	125	150	25.00	20%
20	Phone line/conference phone hookup	35	50	15.00	43%
21	* Long distance billed to LESSEE				
22	110V w/20 amp power hookup	18	20	2.00	11%
23	220V w/20 amp power hookup	35	40	5.00	14%
24	Electrical taping fee per table	5	15	10.00	300%
25	Audio/Video Switch	60	60	0.00	0%

26	CD player with digital cable connection	35		0	-35.00	-100%
27	iPod Adapter	10		0	-10.00	-100%
28	NCC Sound/Light crew member w/manned console/hour	50		50	0.00	0%
29	NCC Sound/light crew member /hour each	25		25	0.00	0%
	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	18%
36	Multi-Media projector (high resolution)	90		100	10.00	11%
37	Laptop computer	75		75	0.00	0%
38	T-1 internet/computer hookup	35		35	0.00	0%
39	Dual Projection (per pair)	300		300	0.00	0%
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	33%
42	Screen standard 8 x 8 each	15		20	5.00	33%
43	Dry erase board	15		20	5.00	33%
44	Flipchart	15		20	5.00	33%
45	Flags (State & US Flag)	0		0	0.00	0%
	PRICE INDEX	1885		2323		23%

CRITERIA

1 **Tech crews are now charged per rate, no free tech time**



Working together to plan for the future

March 30, 2016

Mayor Bob Henry and Nampa City Council,

REQUEST: Provide letter of support and commitment of match for Interstate 84 project in Nampa, from Northside Boulevard to Franklin Boulevard and associated interchange improvements.

The Idaho Transportation Department (ITD), in collaboration with the Community Planning Association of Southwest Idaho (COMPASS) is applying for two federal grants through FHWA (TIGER and FASTLANE) with requests ranging from \$34.3 million (for the \$45.4 million TIGER project) to \$59 million (for the \$98 million FASTLANE project) to fund a critical Interstate 84 (I-84) project in Canyon County, Idaho from Northside Boulevard to Franklin Boulevard and associated interchange improvements.

An executive summary and maps of the project are provided as *Attachment 1*.

ITD and COMPASS submitted the project for a TIGER application in 2015. As part of the submittal in 2015, the City of Nampa committed \$1 million towards the project if it was funded. *Attachment 2* is the City of Nampa's 2015 support letter. While our first attempt towards funding this project in 2015 was not successful, during the review debrief with FHWA, it was noted the project scored well, and local match was imperative. There is flexibility as to which fiscal years the local match would need to be available if the grant is successful. ITD is committing to significant match as well. Sabrina Minshall, COMPASS Director of Planning, will be available at the April 4, 2016 Nampa city council meeting to provide more information on the project and answer any questions. I look forward to Nampa's consideration of renewing a commitment of matching funds and providing a letter of support.

Sincerely,

Matthew J. Stoll
Executive Director

T:\FY16\Transfer\Sabrina\Letter to Nampa re TIGER match.docx

Robert L. Henry
Mayor



City of Nampa
411 3rd Street South
Nampa, ID 83651
208-468-5401

Office of the Mayor

June 1, 2015

Office of the Secretary of Transportation
United States Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: Interstate 84, Northside to Franklin Boulevard Improvements TIGER Grant

Dear Secretary Anthony Foxx,

I provide this letter to you on behalf of the City of Nampa in support of the Idaho Transportation Department – District 3's *Interstate 84, Northside to Franklin Boulevard Improvements TIGER Grant* application.

The Idaho Transportation Department, through the Grant Anticipation Revenue Vehicle (GARVEE) program, has invested \$365 million on Interstate 84 in the Treasure Valley, mostly in Ada County. The remaining work needed in Canyon County is crucial. We support this Interstate 84, Northside to Franklin Boulevard project as the first segment that needs to be completed to continue improvements further west.

The Interstate 84 corridor is of key importance to the local, regional, and national transportation systems. Over \$80 billion worth of freight travels on Interstate 84 in Canyon and Ada Counties every year. Interstate 84 is a freight corridor of national significance. The proposed project will also open currently inaccessible land for development and is a critical step toward further improvements on the Interstate 84 corridor west of Franklin Boulevard. These improvements would serve commuters, as well as local and regional commerce, and would help capitalize on the full benefit of the investments the Idaho Transportation Department has already made on Interstate 84 east of the proposed project.

The City of Nampa looks forward to working with Idaho Transportation Department – District 3, and other local and regional partners to support this important project to improve Interstate 84 in Canyon County. The Interstate 84, Northside to Franklin Blvd. improvement project is consistent with our Comprehensive Plan and the Nampa Consolidated Plan for Housing. This project is the top priority corridor in the Regional Long Range Plan, *Communities in Motion (CIM)*.

Local funds are very constrained and there are substantial needs on the local system. The city of Nampa, however, is committed to this project and recognizes the impact the project will have on the local and regional economy. To this end, the City of Nampa agrees to support the project with a contribution of \$1 million, to be paid out over FY2016, 2017 and 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert L. Henry". The signature is stylized with a large initial "R" and a long horizontal stroke.

Robert L. Henry
Mayor



COMPASS
COMMUNITY PLANNING ASSOCIATION

Interstate 84 (I-84) Canyon County Grant Application

The Idaho Department of Transportation (ITD) seeks federal funding towards a critical **Interstate 84 (I-84) project in Canyon County, Idaho from Northside Boulevard to Franklin Boulevard and associated interchange improvements**. The Regional Long Range Transportation Plan, prepared and adopted by COMPASS, the metropolitan planning organization for Ada and Canyon counties, highlights a nine mile section of I-84 in Canyon County, as the highest priority among 33 unfunded regional projects. This project is one of the key remaining segments of the estimated \$818.7 million I-84 corridor project in the Treasure Valley.

ITD is applying for two federal grants (TIGER and FAST LANE) with requests ranging from \$34.3 million (for the \$45.4 million TIGER project) to \$59 million (for the \$98 million FASTLANE project) in federal funds. Due to grant requirements regarding project size, the applications vary slightly in scope. ITD has invested over \$493 million on Interstate 84 in the Treasure Valley (Canyon and Ada Counties) through Grant Anticipated Revenue Bonds (GARVEE). ITD will provide significant match investment for this segment, with additional local match being requested. The \$34.3-\$59 million requested is only 7% -12% of the overall amount Idaho has already invested in the I-84 Treasure Valley corridor since 2006.

If funded, the grants will provide the opportunity to achieve the following:

- **Economic-** Increase the economic competitiveness of Idaho, as I-84 is the only *nationally designated major freight corridor* through the state. \$80.3 billion of freight travels on I-84 through Ada and Canyon Counties annually. Project provides an important connection for Canyon County to vital employment centers and colleges in Ada County, providing regional mobility of people and goods.
- **Livability** – Improve service levels with the addition of a third lane in each direction. This one-mile section of I-84 is only two lanes per direction. Without improvements, projected speeds at peak hour could drop to 13 miles per hour by 2040.
- **Safety** – Improve safety and congestion with additional lanes, well configured interchanges, and wider shoulders for emergencies.
- **Environment-** Enhance the resiliency of critical highway infrastructure and help protect the environment through travel time savings and the resulting decreased admissions.
- **State of Good Repair** – Reconstruct existing lanes and expand I-84 to increase the corridor's life span and reduce maintenance costs.
- **Address population growth** – This segment of I-84 currently experiences nearly 80,000 vehicles on an average weekday. Coinciding with population growth, the number of vehicles traveling on this segment of I-84 is expected to reach almost 111,000 vehicles by 2040 and the current configuration is inadequate.
- **Mitigate impacts of freight movements-** Reduce reasons for major freight movements to divert to alternative routes on nearby roadways through communities by providing reliability and faster recover times during incidents.

Figure 1 illustrates the I-84 corridor project from Exit 59 to Exit 29 and identifies the segment described in this application. Environmental Assessment has not been completed for Exit 29 to Exit 33.

Exit 29 to Exit 59 = I-84 Corridor

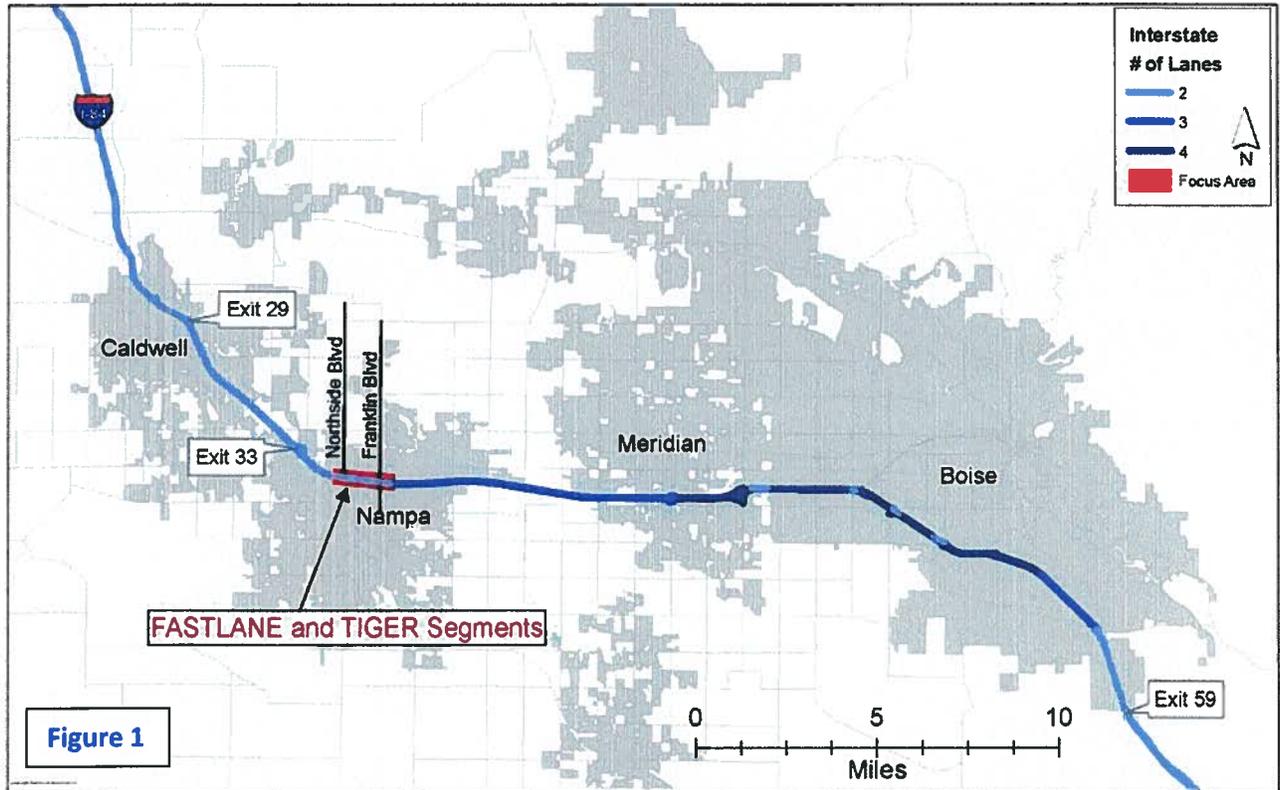
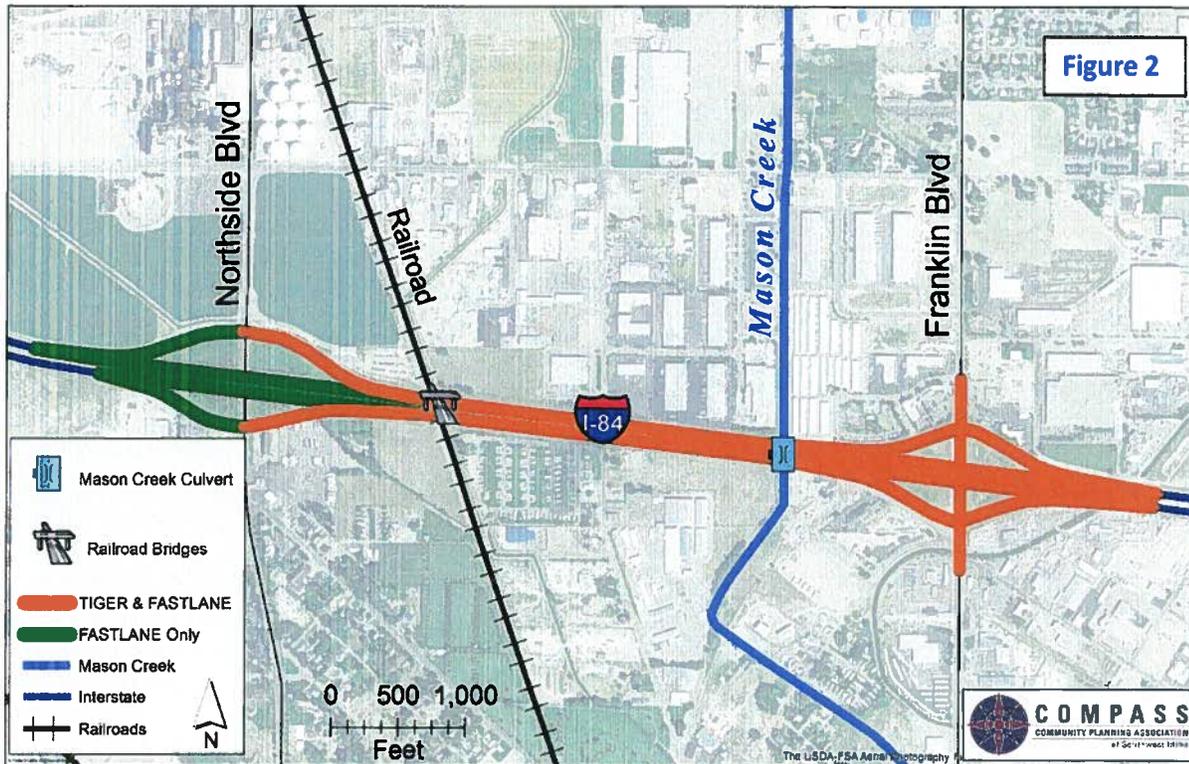


Figure 2 shows the components included the grant applications



Components of the proposed improvements include:

- A mill and inlay of existing lanes within the project limit.
- Replacement and widening of a canal structure at Mason Creek.
- Replacement and expansion of two bridges that cross over the Union Pacific Railroad (UPRR) and a canal.
- Widening to three lanes from Franklin Boulevard to Northside Boulevard in each direction (*TIGER grant has a shorter termini for widening*).
- Ramp expansions and improvements on the Franklin Boulevard interchange.
- Ramp expansions and improvements on the Northside Boulevard interchange (*TIGER grant has limited improvements to the Northside Boulevard interchange*).
- Associated work on Franklin Boulevard to ensure safe operations and to preserve the functional area of the interchange.

AUTHORIZATION TO AMEND AN EXISTING TASK ORDER TO PROCEED WITH NATIONAL ENVIRONMENTAL POLICY ANALYSIS For Karcher Interchange Area

- Council approved \$500,000 in the FY2016 budget focused on Midland Boulevard and Karcher Bypass near the I-84 Karcher Interchange.
- The goal was to use these funds to leverage Idaho Transportation Department (ITD) cooperation in a much larger project to re-configure Midland Boulevard at this location with two through southbound lanes and add a second left turn lane from westbound Karcher Bypass on to Midland Boulevard.
- An Interchange Modification Report (IMR) is required as a first step whenever substantive changes are requested or considered near an interstate interchange. City staff, with ITD cooperation and participation, solicited firms to complete the IMR and selected Parametrix. The solicitation anticipated that additional work would follow a successful IMR and that likelihood was accommodated in the solicitation process.
- The IMR, funded with approximately \$100,000 of the City-budgeted funds, is complete, and recommends immediate reconfiguration of both Midland Boulevard and Karcher Bypass as desired by the City. Its engineering analysis and recommendations have been accepted by the Federal Highway Administration.
- Based on IMR recommendations, ITD staff immediately began seeking funding to implement them. Current expectation is that construction funds will be allocated as early as FY2017 – an incredibly short window for project development. The entire project will cost a bit less than \$3 million, including the City’s \$500,000 “seed money” and approximately \$2.2 million from ITD.
- Before actual design can be initiated, a National Environmental Policy Analysis (NEPA) must be completed and time is of the essence to meet the 2017 construction funding window. Based on the solicitation process that resulted in Parametrix’ selection to complete the IMR, the NEPA analysis can be added to Parametrix’ existing Task Order with Council approval.
- Staff solicited a Scope of Work and cost estimate from Parametrix to complete the NEPA analysis. The Scope of Work is comprehensive, the work can be initiated immediately.
- Engineering staff recommend approval of an amendment to the task order with Parametrix in an amount not to exceed \$35,000.

REQUEST: Authorize the Public Works Director to sign amendment to I-84 Karcher Interchange, Interchange Modification Report task order to initiate immediately a NEPA analysis for a not-to-exceed amount of \$35,000.

REQUEST FOR COUNCIL DIRECTION

2016 CDBG DOWNTOWN SIDEWALK & TREE REPLACEMENT PROJECT

- On June 1, 2015 City Council directed Engineering to use city funds to repair 33 tree wells which posed trip hazards, with a portion of concrete scored for future 2' wide brick inlay. Non-CDBG dollars were used to help minimize costs and avoid Davis-Bacon Wages. This work was completed by the end of October of last year.
- There are an additional 10 tree wells that are located at corners, alleyways, driveways, and midblock with tree related hazards (see Exhibit A). These contain brick work under the revised Streetscape plan. CDBG grant monies can be used for this cost.
- Engineering was asked by Council to come back at a future time, after the Downtown Business Association had ranked the additional 10 trees, to request approval to move forward with a separate future CDBG project. The Downtown Business Association chose to rank the rebuild location as 1, 2, 6, 5, 3, 4, 7, 8, 9, and 10.
- The remaining CDBG budget is \$229,000 which is not enough to complete all of the repairs including the brick work.
- Options for future CDBG projects including brick work are:

6 alleys and driveways @ \$27,500 each*	\$165,000
4 corners @ \$55,000 each	\$220,000
1 Mid-Block bulb out @ \$22,000 each	\$22,000
Engineering Task Order remaining for design	<u>\$38,250</u>
Total	\$445,250

* Alleys and driveways have some additional repairs due to broken up curbing and alley approaches. It would be best to replace tree wells at all four corners of an intersection at one time to improve overall appearance even though only three sides are damaged. In some cases a tree well is only on one side of a driveway. (See Exhibit B Streetscape Standards)

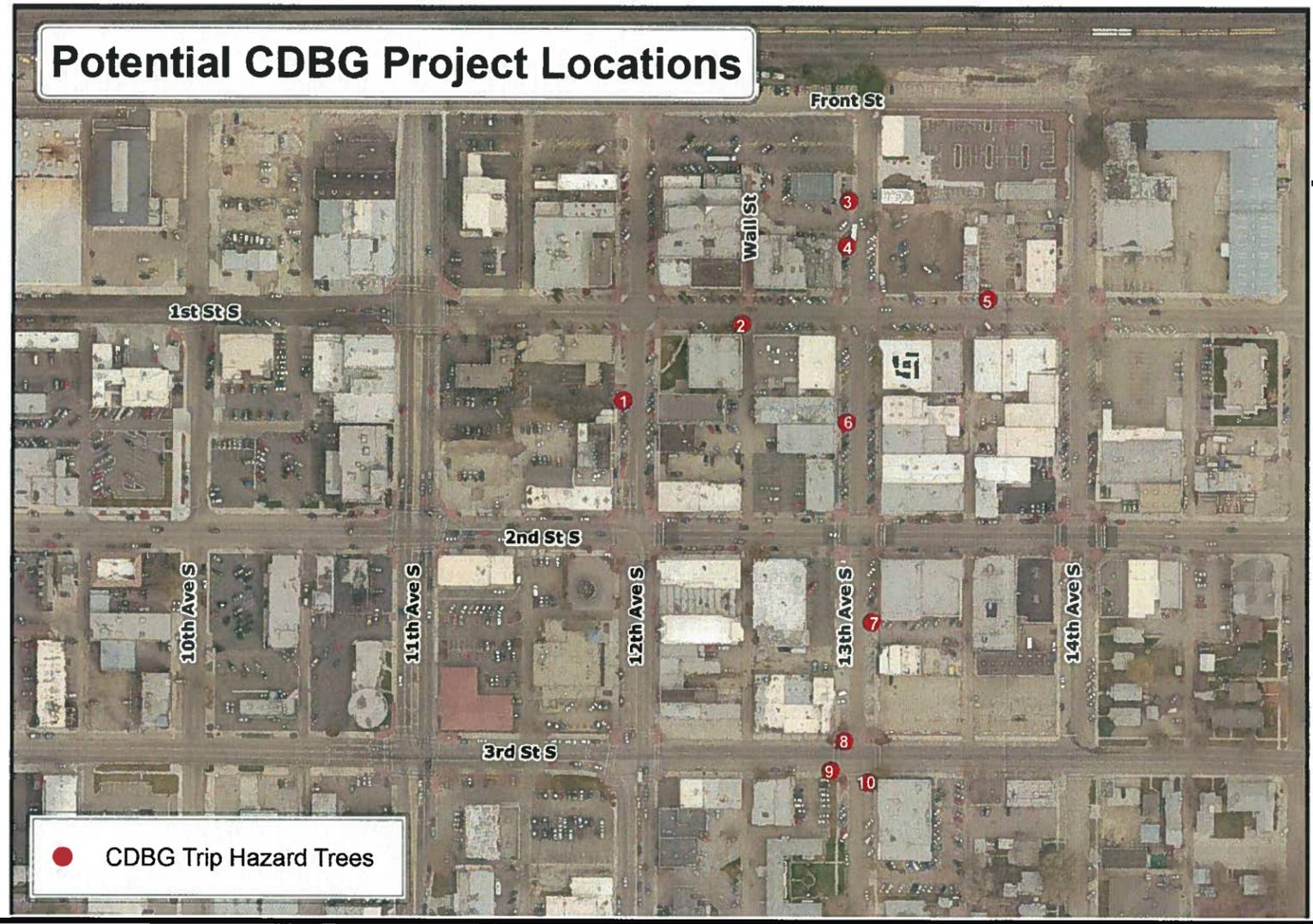
- Engineering recommends further evaluation and design at locations #1-3, 5 and 6 including Engineering with an approximate cost of \$212,750.

3 Driveway rebuilds #1, #3, #4 #5	\$120,000
1 Alley #2	\$32,500
1 Mid-Block #6	\$22,000

Engineering design under remaining task order	<u>\$38,250</u>
Total	\$212,750

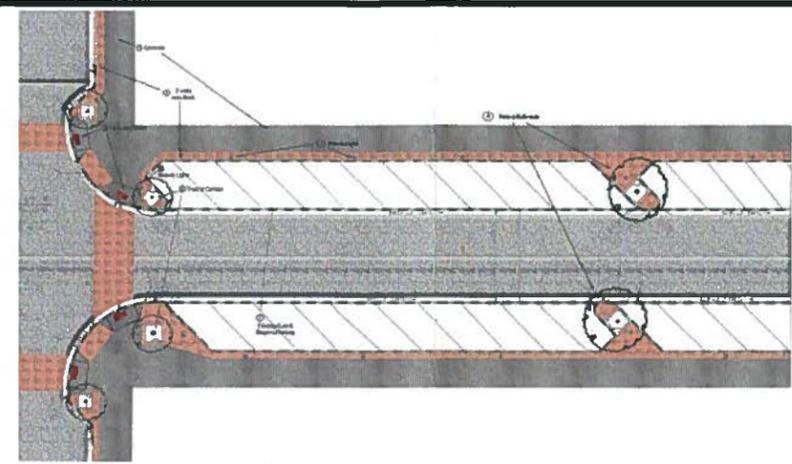
REQUEST: Council authorization for Engineering to move forward with design of the repairs for the recommended locations.

Potential CDBG Project Locations

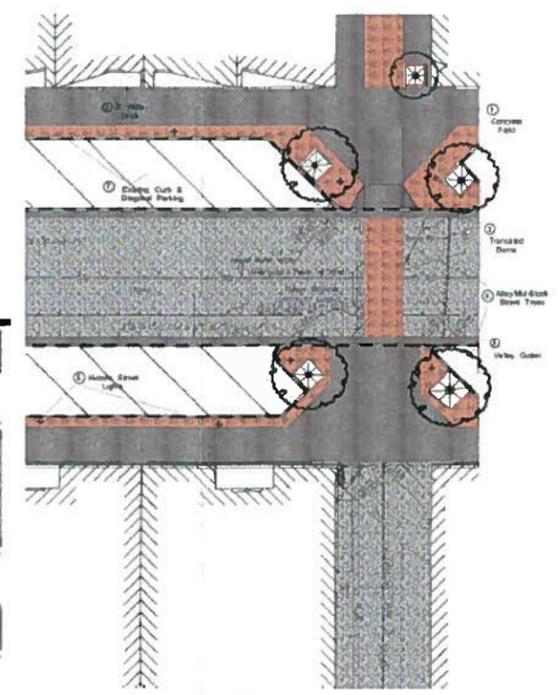


● CDBG Trip Hazard Trees

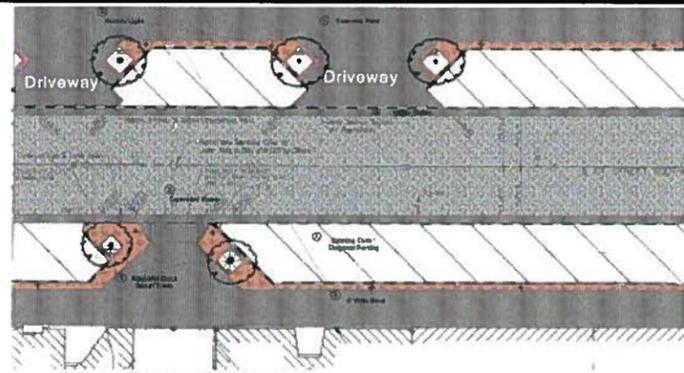
Downtown Historic District Streetscape Details



PLAN VIEW WITH MID-BLOCK BULB-OUTS
 *Details shown are for reference of aesthetics and are not a true representation of street widths or street design



ALLEY PLAN VIEW DETAIL



DRIVEWAY PLAN VIEW DETAIL

Downtown Business Association Project Ranking

The Downtown Business Association is being asked to rank Community Development Block Grant Project Locations. Eligible projects are shown in the above map and consist of end / mid-block bulb-outs, alleys and driveways in the Downtown Historic District.

Each of the above locations currently contains a tree which has caused a tripping hazard. These trees will be replaced when the damaged sidewalk is repaired to the streetscape standards shown to the right. Unfortunately there is not enough CDBG funding to make all of the repairs. The downtown association's top ranked projects will be presented to City Council for final project approval.



BID AWARD
11TH AVENUE NORTH REBUILD
(Birch Lane to Cherry Lane)

- Engineering, as part of the FY16 Public Works Asset Management Program, identified 11th Avenue North from Birch Lane to Cherry Lane as a failed roadway and in need of rehab or reconstruction (see Exhibit A).
- Project improvements include new gravel base, asphalt surfacing, ADA pedestrian ramps, Rapid Flashing Beacon (RFB) crosswalk, miscellaneous concrete repair, signage, pavement markings and 5' wide asphalt shoulders.
- On January 4, 2016 City Council authorized bidding the Project.
- FY16 Streets/Pavement Management budget is \$850,000, which includes design and construction.
- The City received four (4) bids from (see Exhibit B):
 - 1) Staker & Parson Companies dba Idaho Materials & Construction
 - 2) C&A Paving Co., Inc.
 - 3) Central Paving Co., Inc.
 - 4) Knife River Corporation
- The apparent low bidder is Idaho Materials & Construction at \$425,912.00. All necessary public bidding requirements appear to be satisfied.
- In a continuing effort to improve efficiency, making the most out of available resources, the project will utilize an asphalt base stabilization (RABS) process to rebuild the roadway. As a result, construction costs were reduced by an estimated \$50,000.
- Project costs will be paid from the FY16 Streets/Pavement Management Budget. Estimated project costs to date are:

Engineering Construction Services	\$ 125,961
Irrigation Construction	\$ 30,994
Construction Estimate	<u>\$ 425,912</u>
<i>Total Estimate</i>	<i>\$ 582,867</i>

- Minor gravity irrigation system improvements within project limits were completed prior to irrigation start up in April.
- Construction is anticipated to begin in the summer of 2016.

- Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.
- JUB Engineering and staff have reviewed the bids and recommend award to Idaho Materials and Construction.

REQUEST: Council award bid, and authorize Mayor to sign contract for the 11th Avenue North Rebuild Project (Birch Lane to Cherry Lane) with Idaho Materials and Construction in the amount of \$425,912.00.

EXHIBIT A



CHERRY LANE

11th AVENUE RECONSTRUCTION

OPTIMIST FIELD

BIRCH ELEMENTARY SCHOOL

BIRCH LANE

Plot Date: 9/1/2015 11:12 AM Plotted By: Matt Stippel
 Date Created: 6/24/2015 C:\USERS\MATTSTIPP\11THAVENUE\EXHIBIT.DWG

REUSE OF DRAWINGS
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FILE: 11THAVENUE\EXHIBIT
 JOB PROJ. #
 DRAWN BY: MCS
 DESIGN BY:
 CHECKED BY: TAB



J-U-B ENGINEERS, INC.

CITY OF NAMPA
 11th Avenue North Reconstruction

Birch Ln to Cherry Ln
 Project Limits Exhibit

SHEET

01

NO	REVISION DESCRIPTION	BY	APR	DATE

LAST UPDATED: 9/1/2015

EXHIBIT B

PROJECT: 11th AVENUE RECONSTRUCTION (BIRCH LANE TO CHERRY LANE) DATE: 3/21/2016
 CLIENT - PROJECT NO.: CITY OF NAMPA - #02-1325 J-U-B ENGINEERS INC.
 TITLE: 100% DESIGN ESTIMATE

BID	I.S.P.W.C. ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Knife River UNIT PRICE	Knife River TOTAL COST	Central Paving UNIT PRICE	Central Paving TOTAL COST	C&A Paving UNIT PRICE	C&A Paving TOTAL COST	Idaho Materials & Const. UNIT PRICE	Idaho Materials & Const. TOTAL COST
1	201.4.1.D.1	Removal of Bituminous Surface	1484	SY	\$4.00	\$5,936.00	\$5.00	\$7,420.00	\$4.00	\$5,936.00	\$1.00	\$1,484.00
2	201.4.1.D.2	Removal of Existing Concrete	321	SY	\$15.00	\$4,815.00	\$4.00	\$1,284.00	\$14.00	\$4,494.00	\$8.00	\$2,568.00
3	201.4.1.E.1	Removal of Existing CMP Culvert	31	LF	\$18.00	\$558.00	\$10.90	\$337.90	\$8.25	\$255.75	\$6.00	\$186.00
4	202.4.1.A.1	Excavation	1692	CY	\$15.00	\$25,380.00	\$24.00	\$40,608.00	\$8.75	\$14,805.00	\$10.75	\$18,189.00
5	202.4.5.A.1	Unsuitable Material Excavation	420	CY	\$40.00	\$16,800.00	\$10.50	\$4,410.00	\$20.00	\$8,400.00	\$5.00	\$2,100.00
6	202.4.B.A.1	Dust Abatement Water (Per 1,000 Gallons)	250	MG	\$1.00	\$250.00	\$2.68	\$670.00	\$7.30	\$1,825.00	\$4.00	\$1,000.00
7	404.4.1.A.2	Water Service Connection Stub Out - 1" Dia. PVC	9	EA	\$1,300.00	\$11,700.00	\$1,200.00	\$10,800.00	\$1,250.00	\$11,250.00	\$1,400.00	\$12,600.00
8	601.4.1.A.13	Culvert-12" CAP	40	LF	\$60.00	\$2,400.00	\$35.20	\$1,408.00	\$36.00	\$1,440.00	\$40.00	\$1,600.00
9	706.4.1.A.5	Standard 6" Vertical Curb and Gutter	452	LF	\$22.00	\$9,944.00	\$18.90	\$8,542.80	\$19.00	\$8,588.00	\$19.00	\$8,588.00
10	706.4.1.A.6	Standard 6" Vertical Curb	168	LF	\$22.00	\$3,696.00	\$22.00	\$3,696.00	\$19.75	\$3,318.00	\$18.00	\$3,024.00
11	706.4.1.B.2	Concrete Valley Gutter	21	SY	\$70.00	\$1,470.00	\$54.00	\$1,134.00	\$71.00	\$1,491.00	\$56.00	\$1,176.00
12	706.4.1.E.1	Concrete Sidewalk (5" Thick)	76	SY	\$56.00	\$4,256.00	\$44.40	\$3,374.40	\$30.00	\$2,280.00	\$42.00	\$3,192.00
13	706.4.1.F.1	Concrete Driveway Approaches (6" Thick)	45	SY	\$66.00	\$2,970.00	\$35.00	\$1,575.00	\$70.00	\$3,150.00	\$47.00	\$2,115.00
14	706.4.1.H.1	Pedestrian Ramp, Modified Type A1	1	EA	\$1,900.00	\$1,900.00	\$1,000.00	\$1,000.00	\$2,100.00	\$2,100.00	\$1,575.00	\$1,575.00
15	706.4.1.H.2	Pedestrian Ramp Per SD-712G	10	EA	\$1,900.00	\$19,000.00	\$1,000.00	\$10,000.00	\$1,200.00	\$12,000.00	\$1,575.00	\$15,750.00
16	802.4.1.A.1	Crushed Aggregate for Base Type 1	1549	CY	\$32.00	\$49,568.00	\$21.00	\$32,529.00	\$22.00	\$34,078.00	\$25.00	\$38,725.00
18	810.4.1.A.2	1/2" Superpave HMA SP-3	2252	TON	\$72.00	\$162,144.00	\$66.00	\$148,632.00	\$53.50	\$120,482.00	\$62.00	\$139,624.00
19	806.4.1.B.1	Diluted Emulsified Asphalt for Tack Coat	1003	GAL	\$1.50	\$1,504.50	\$1.45	\$1,454.35	\$3.50	\$3,510.50	\$3.00	\$3,009.00
20	810.4.1.A.4	Rural Asphalt Approach per City Std. Dwg. N-827	277	SY	\$35.00	\$9,695.00	\$25.00	\$6,925.00	\$25.00	\$6,925.00	\$21.00	\$5,817.00
21	1102.4.1.A.1	Street Light Per ISPWC SD-1116	1	LS	\$18,000.00	\$18,000.00	\$17,500.00	\$17,500.00	\$17,700.00	\$17,700.00	\$19,200.00	\$19,200.00
22	1103.4.1.B.1	Traffic Control Signs, Class B	472	SF	\$7.00	\$3,304.00	\$6.50	\$3,068.00	\$6.00	\$2,832.00	\$8.00	\$3,776.00
23	1103.4.1.C.1	Traffic Control Barricades, Type III	6	EA	\$80.00	\$480.00	\$75.00	\$450.00	\$88.00	\$528.00	\$110.00	\$660.00
24	1103.4.1.D.1	Traffic Control Drums	20	EA	\$21.00	\$420.00	\$20.00	\$400.00	\$15.30	\$306.00	\$19.00	\$380.00
25	1103.4.1.H.1	Portable Tubular Markers	20	EA	\$13.00	\$260.00	\$12.00	\$240.00	\$10.25	\$205.00	\$13.00	\$260.00
26	1103.4.1.J.1	Traffic Control Maintenance	80	MH	\$28.00	\$2,240.00	\$27.00	\$2,160.00	\$31.00	\$2,480.00	\$39.00	\$3,120.00
27	1104.4.1.A.1	Painted Pavement Markings	3971	SF	\$0.40	\$1,588.40	\$0.65	\$2,581.15	\$0.45	\$1,786.95	\$1.00	\$3,971.00
28	1104.4.1.B.1	Thermoplastic Pavement Markings	499	SF	\$9.50	\$4,740.50	\$9.25	\$4,615.75	\$9.50	\$4,740.50	\$10.00	\$4,990.00
29	1105.4.1.A.1	Permanent Signing	208	SF	\$14.50	\$3,016.00	\$15.00	\$3,120.00	\$215.00	\$44,720.00	\$16.00	\$3,328.00
30	1105.4.1.C.2	Steel Sign Post	30	EA	\$150.00	\$4,500.00	\$55.00	\$1,650.00	\$135.00	\$4,050.00	\$57.00	\$1,710.00
31	2010.4.1.A.1	Mobilization (5%)	1	LS	\$25,000.00	\$25,000.00	\$23,046.52	\$23,046.52	\$18,500.00	\$18,500.00	\$20,000.00	\$20,000.00
32	2020.4.1.F.1	Reference and Reset Monument	8	EA	\$400.00	\$3,200.00	\$60.00	\$480.00	\$260.00	\$2,080.00	\$63.00	\$504.00
33	2030.4.1.C.1	Valve Box, Adjust to Grade	10	EA	\$400.00	\$4,000.00	\$350.00	\$3,500.00	\$435.00	\$4,350.00	\$450.00	\$4,500.00
34	2030.4.1.D.1	Catch Basin, Adjust to Grade	1	EA	\$525.00	\$525.00	\$800.00	\$800.00	\$435.00	\$435.00	\$525.00	\$525.00
35	SP-3001	Miscellaneous Site Work	1	CA	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
36	SP-3002	Erosion and Sediment Control	1	LS	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$6,800.00	\$6,800.00	\$8,400.00	\$8,400.00
37	SP-3003	Contractor Furnished Construction Survey and Staking	1	LS	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$15,300.00	\$15,300.00	\$5,460.00	\$5,460.00
38	SP-3004	Relocate Mailbox	6	EA	\$250.00	\$1,500.00	\$150.00	\$900.00	\$250.00	\$1,500.00	\$90.00	\$540.00
39	SP-3005	Relocate Existing Fence & Gate	1	LS	\$14,000.00	\$14,000.00	\$1,500.00	\$1,500.00	\$12,750.00	\$12,750.00	\$14,175.00	\$14,175.00
40	SP-3006	Exploratory Excavation	3	EA	\$150.00	\$450.00	\$155.00	\$465.00	\$205.00	\$615.00	\$245.00	\$735.00
41	SP-3007	Recycled Asphalt Base Stabilization (RABS)	7628	SY	\$2.00	\$15,256.00	\$5.50	\$41,954.00	\$2.50	\$19,070.00	\$2.00	\$15,256.00
42	SP-3008	Rectangular Rapid Flashing Beacon	1	LS	\$14,000.00	\$14,000.00	\$18,000.00	\$18,000.00	\$13,400.00	\$13,400.00	\$14,500.00	\$14,500.00
43	SP-3009	Miscellaneous Landscaping	1	LS	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$3,375.00	\$3,375.00	\$2,600.00	\$2,600.00
					SubTotal	\$511,967.00		\$464,230.87		\$458,851.70		\$425,912.00
					Total (Base Bid):							

Approval of Task Order for 2016 Construction Management of Capital Improvement Plan Projects

- On December 7, 2015, City Council authorized the selection of HDR Engineering, Inc., through a solicited request for proposals (RFP) to provide professional services for its Capital Improvement Projects (CIP) Program Management
- On February 1, 2016, Council authorized the contracting with HDR for general program and plan development services
- As construction projects have come forward, Staff and HDR negotiated scope and fee for project specific Construction Management (CM) services
- It has become apparent to both Staff and HDR that developing CM services on a project by project basis is not effective. It does not take into account the cross utilization of staff from project to project and may result in higher staffing estimates than necessary
- HDR and Staff have developed a scope and fee to encompass anticipated CM services for fiscal year 2016 construction projects to be performed by HDR
- HDR will be responsible for managing and providing appropriate staffing for inspection for the duration of the projects and to coordinate activities across projects
- It is expected that full-time inspection staffing will be needed from under one (1) per day to as many as six (6) per day when numerous projects are under construction at the same time, especially during peak construction months
- City Staff will be monitoring HDR efforts and providing decision making authority on projects
- HDR efforts will likely be dictated by project scheduling, contractor performance, and timing
- Staff and HDR have negotiated the attached scope and fee (see Exhibit 1) in the amount of \$594,072.57 T&M NTE, which is 7.9% of the anticipated total project costs
- The estimated fees on individual projects range from 3.5%-9.8% depending on complexity, size, and duration
- Staff and HDR have also agreed to negate current engineering service Task Order Nos. 018-03 HDR and 018-04 HDR, 6th Street North Waterline Replacement and Road Reconstruction, and Madison South of I84 Domestic Pipeline, respectively, and include the construction services for these projects in this proposed scope of work, a reduction of \$175,632.00

REQUEST: Authorize Mayor and Public Works Director to sign Task Order with HDR Engineering, Inc., in the amount of \$594,072.57 T&M NTE, for 2016 Construction Management for Capital Improvement Plan Projects

EXHIBIT 1

Task Order No. 018-05 HDR
\$594,072.57 T&M NTE
04.04.16

Scope of Work

Date: March 21, 2016

Task Order Number: 5

Project Number: N/A

Project Name: Nampa 2016 CM Services

Consultant Company Address:

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

Consultant Project Manager/Contact Information:

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

Contract Amount: \$ 594,072.57 (T/M NTE)

Duration: April 4 – December 31, 2016

General Description

This scope of services provides construction management (CM) services on several City of Nampa CIP projects during 2016. The specific projects included in this scope of services are identified in Exhibit A, Selected CIP Projects. It is understood the City may wish to add or remove projects, in which case an amendment to the task order will be necessary.

The CM services are described below but for this scope, generally consist of constructability reviews, bid administration, contract administration, quality assurance, and project close-out.

General Understanding

1. Construction will be in accordance with:
 - a. Contract plans, specifications and permits prepared by the Engineer of Record
 - b. Idaho Standards for Public Works Construction (ISPWC)
 - c. City of Nampa Supplemental Specifications to the ISPWC
 - d. Addenda issued prior to bid opening
2. HDR will serve as the Resident Project Representative (RPR) as defined in the 2012 ISPWC General Conditions and City of Nampa Supplemental General Conditions.
3. The Engineer of Record (EOR) will vary from project to project.
4. HDR will operate from either their HDR offices or Nampa field office (Amity Ave. Construction field office at intersection of Amity and Powerline).
5. Services will be dictated by the Contractor's construction schedule.
6. Contractor work hours are limited from 7:00AM to 7:00PM, Monday through Friday.

7. Developing and submitting the erosion and sediment control plan and temporary traffic control plans are the responsibility of the Contractor.
8. Quality control is the responsibility of the Contractor in accordance with ISPWC General Conditions section 6.22, Quality Control. Quality assurance testing of materials is not required.
9. Safety is the responsibility of the Contractor.
10. Construction staking is the responsibility of the Contractor.
11. Separate task orders will be executed for public involvement, surveying, QA materials sampling and testing, and claim support.

Responsibilities of the City:

1. An authorized representative who is responsible for the project and will make decisions regarding significant issues and change orders.
2. Agreement with EOR to provide services listed below.
3. Provide project plans, specifications and permits to CONSULTANT.
4. Solicit and administer construction bidding and issue award of construction contract and notice to proceed.
5. Prepare notifications for water and wastewater utility shut-downs.
6. Operate water or wastewater systems (e.g. operate valves, operate pumps, etc.)
7. Review and approve change orders.
8. Provide special inspections such as for building and electrical inspection.
9. Provide legal council if needed for claims review.

Activities provided by the Engineer of Record:

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

Assumptions for estimating Consultant time:

1. It is understood that the level of effort required in determining if the Work is in general proceeding in accordance with the Contract Documents depends on variables unique to each individual project such as duration, location, quality of design plans and specifications, accuracy of underground utilities, and number of submittals, RFIs and change orders, etc.

2. The labor estimate and cost summary attached herein is based on our understanding of the projects at the time of developing this scope of services. It is understood the level of effort for each project may require more or less time than estimated. The CONSULTANT will report to the City on a monthly basis the status, cost to date, and value earned on each active construction project.
3. The Consultant time is based on construction activities during the 2016 calendar year. It is understood construction activities will carry over into 2017. The Consultant time during 2017 will be included in a future task order.
4. For estimating purposes, one Resident Project Representative (RPR) will be assigned to each project. In addition, a Senior RPR will provide overall review of CM tasks and Administrative staff will assist in processing submittals, RFIs, construction schedules, change orders, and pay estimates.
5. The RPR time is limited to no more than 8 hours/day, Monday through Friday. No overtime is anticipated.
6. A contingency amount is provided to be used at the direction of the City in the event unforeseen circumstances arise on projects that require additional efforts to resolve.

Scope of Services by Consultant

1. Project Management

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

2. Services During Design

- 2.1. Constructability Review – CONSULTANT will provide general and high level constructability reviews of contract documents at 60% and 95% design stage of each project. These reviews will focus on: compliance with City standards; communication of design requirements for better clarity, consistency and completeness during bidding; review the bidding strategy for appropriate use of bid alternatives, allowances, and additive/deductive bid items; and identify modifications that may improve coordination of the elements of the bidding and contract documents. These reviews are not intended to take the place of the EOR QA/QC reviews. Comments will be documented in a comment log, and the EOR will be responsible to respond to constructability review comments.
- 2.2. Engineers Construction Cost Estimate – CONSULTANT will review opinion of probable cost estimates developed by the EOR. CONSULTANT will compare estimated unit prices for items of work with historical unit prices of similar work and quantity. CONSULTANT will prepare letter report summarizing findings. Assume one review project.
- 2.3. Engineers Time Determination – CONSULTANT will review the time determination developed by the EOR. CONSULTANT will analyze the sequencing and logic ties of major work activities. The CONSULTANT will analyze durations assigned to major work activities based on historical

production rates. CONSULTANT will prepare letter report summarizing findings. Assume one review per project.

3. Bid Administration and Support

3.1. Pre-Bid Meeting - CONSULTANT will attend pre-bid meeting conducted by the EOR.

3.2. Bid Administration – if requested by the City, CONSULTANT will assist City and EOR will reviewing bid comments, preparing addendum, and advising CITY on bid inquiries. Assume one addendum will be issued.

3.3. Bid Opening – CONSULTANT will review recommendation on construction contract award from EOR.

4. Construction Engineering and Inspection, Administration Assistance

The CONSULTANT will provide the Resident Project Representative (RPR) in accordance with Section 9.0 of the ISPWC General Conditions and City of Nampa Supplemental General Conditions. Services will include, but not be limited to, the following:

4.1. Pre-Construction Meeting – CONSULTANT will schedule meeting, prepare agenda, sign-in sheet and administer meeting. Attendees should include CITY, CONTRACTOR, CONSULTANT, EOR, and all interested agencies. Topics to be discussed can include but are not limited to: CONTRACTOR Project Approach and Schedule, Project Information, and Utility Coordination. CONSULTANT will record meeting notes and transmit to CITY within one business day.

4.2. Contract Administration – CONSULTANT will log submittals and RFIs received from the Contractor. CONSULTANT will transmit submittals and RFIs to the EOR for review and action. CONSULTANT will review the baseline construction schedule and subsequent schedule updates submitted by the Contractor. CONSULTANT will review and process pay estimates received by the Contractor. CONSULTANT will process change orders.

4.3. Construction Inspection – CONSULTANT will observe construction activities for conformance with contract documents in accordance with Subsection 9.03.C.5, Review of Work, Rejection of defective Work, Inspections and Tests in the City of Nampa Supplemental General Conditions. Services will include: preparing construction diaries, obtaining materials certification and test reports, observing testing procedure by CONTRACTOR, tracking quantities, and observing erosion and sediment control compliance.

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

Project Schedule

See Attachment A, Selected CIP Projects

Cost of Services

Services will be on a time and materials not-to-exceed (NTE) basis as summarized in Attachment B, Labor Estimate and Cost Summary.

**Attachment A, Selected CIP Projects
Task Order #5 - CM Services for 2016**

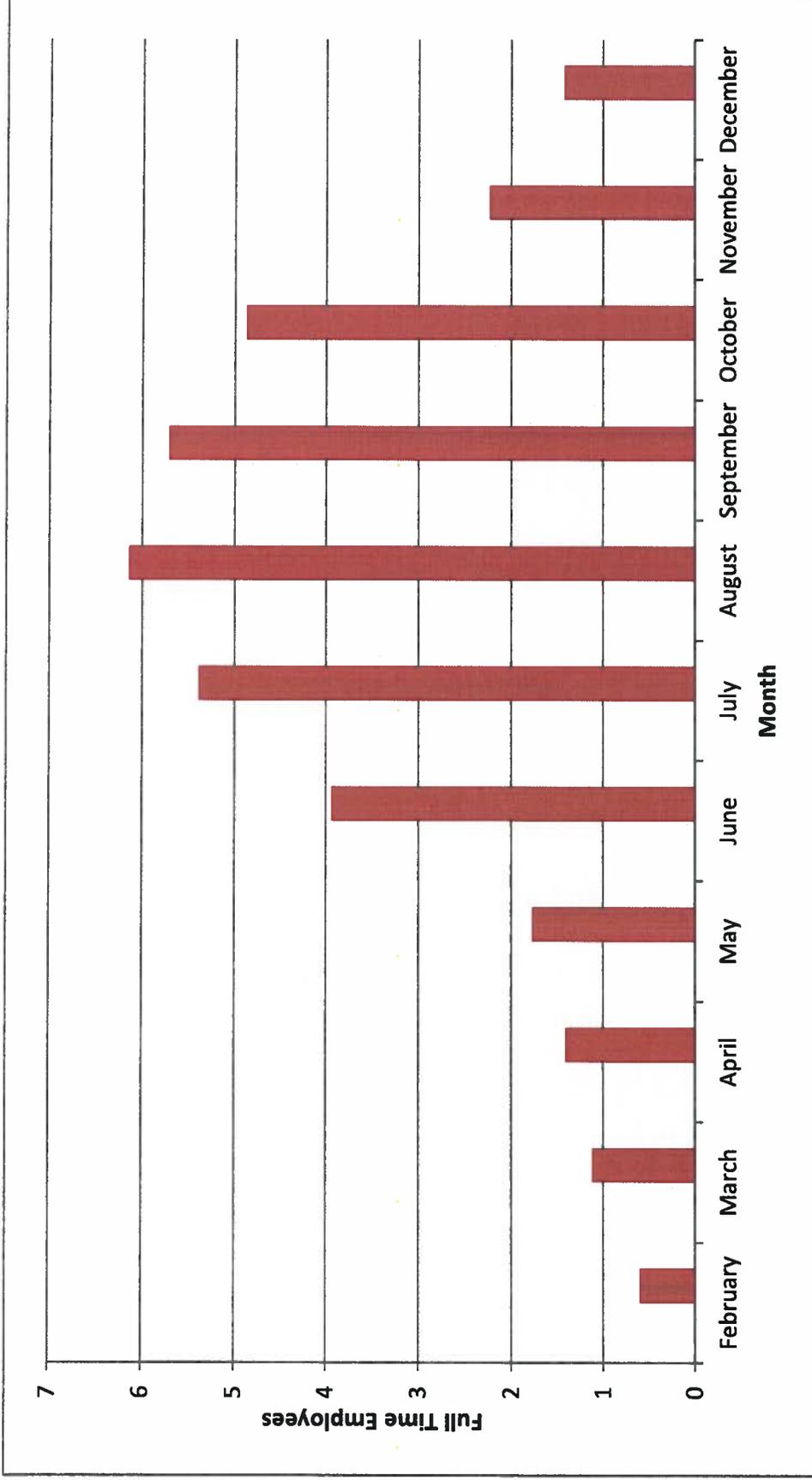
Number	Project Name	Start Date	Finish Date	Project Budget	Responsible Firm
02-1529	6th St Nth from 4th Ave - 16th Ave	June 16, 2016	November 1, 2016	\$2,431,460	HDR
02-1317	Amity Chestnut HAWK (FY16 FTA 5307) - KN 12760	August 1, 2016	October 31, 2016	\$146,000	HDR
02-1507	Greenhurst/Stoddard Trail HAWK Ped Signal (FY16 TA) - Rollover from FY15 - KN 18867	September 30, 2016	April 1, 2017	\$303,000	HDR
05-1528	Greys Lane PRVs & Sunnyridge PRV & Pipeline	September 1, 2016	November 16, 2016	\$643,280	MSA
05-1611	Irrigation Water Quality Upgrades	April 18, 2016	August 17, 2016	\$120,000	MSA
06-1550	LS #3 Evaluation and upgrade	June 3, 2016	September 3, 2016	\$451,000	MSA
05-1612	Madison S of I-84: Design 15/Construct 16	March 1, 2016	June 15, 2016	\$329,120	MSA
02-1530	Misc. Impact Fee Intersection-Roosevelt/Midland	August 1, 2016	June 1, 2017	\$900,000	HDR
05-1616	Repair & Maintenance PI Equipment	March 15, 2016	June 1, 2016	\$183,285	HDR
05-1618	River Meadows Pump Station - Rollover	June 1, 2016	October 1, 2016	\$150,000	MSA
06-1619	Sewer Line Replacement	May 1, 2016	September 1, 2016	\$250,000	MSA
03-1622	Stormwater Repairs - Peppermint Dry and Taffy Dry	June 15, 2016	August 15, 2016	\$220,000	HDR
02-1545	UPRR Overpass Deck Repairs - Kings Rd & Amity Ave	June 9, 2016	September 8, 2016	\$249,540	HDR
04-1519	Well 5 Upgrades	July 28, 2016	September 30, 2016	\$600,000	MSA
06-1034	Western Regional LS Parallel Force Mains	October 15, 2016	March 15, 2017	\$700,000	MSA
06-1546	Zone B Pipe Repairs - CIPP	June 15, 2016	August 15, 2016	\$401,800	MSA

**Man-hour Estimate
Rev. 2
March 23, 2016**

Consultant: HDR
Task Order: 5
Project Name: Nampa CIP CM Services
Project: N/A

TASK #	PROJECT	HDR (7 Projects)				MSA (8 Projects)				Administration										
		Total Costs	Total Hours	HDR Total Hours	Project Manager (R. Kinder)	PPR #1 (R. Bauer)	PPR #2 (L. Singleton)	PPR #3 (W. Becker)	Contract Admin (L. Dove)		MSA Costs	MSA Total Hours	Senior PPR	PPR						
02-1529	CONSTRUCTION MANAGEMENT 6th St NRI from 4th Ave - 16th Ave	\$ 582,450.07	5221	\$ 291,802.07	2979	\$ 148,151.04	1448	\$ 74,075.52	1111.15	891	810	880.80	578.04	\$ 270,948.00	2242	389	1704	\$ 178.00	\$ 114.00	\$ 50.00
02-1317	Amity Chestnut HAWK (FY16 FTA 5307) - KN 12780	\$ 12,744.94	106	\$ 12,744.94	106	\$ -	114	\$ -	80	80	916	980	418	\$ -						
02-1507	Greenhurst/Standard Trail HAWK Ped Signal (FY16 TA) - Rollover from FY15 - KN 18887	\$ 26,072.28	286	\$ 26,072.28	286	\$ -	32	\$ -	264	264				\$ -						
05-1528	Greys Lane PRVs & Sunnyridge PRV & Pipeline	\$ 20,716.00	250	\$ -	250	\$ -	33	\$ -						\$ 20,716.00	250	38	183			19
05-1611	Irrigation Water Quality Upgrades	\$ 4,210.00	33	\$ -	33	\$ -		\$ -						\$ 4,210.00	33	10	20			3
06-1550	LS #3 Evaluation and Upgrade	\$ 44,574.00	359	\$ -	359	\$ -		\$ -						\$ 44,574.00	359	76	264			19
05-1612	Madison S of I-84: Design 15/Construct 16	\$ 26,366.00	224	\$ -	224	\$ -		\$ -						\$ 26,366.00	224	30	177			17
02-1530	Misc. Impact Fee Intervention-Roosevelt/Midland	\$ 65,836.97	563	\$ 65,836.97	563	\$ -		\$ -	475	475				\$ -						
05-1618	Repair & Maintenance P1 Equipment	\$ 15,116.40	136	\$ 15,116.40	136	\$ -		\$ -	136	136				\$ -						
05-1619	River Meadows Pump Station - Rollover	\$ 13,830.00	125	\$ -	125	\$ -		\$ -						\$ 13,830.00	125	14	82			19
06-1619	Sewer Line Replacement	\$ 20,810.00	176	\$ -	176	\$ -		\$ -						\$ 20,810.00	175	28	134			13
03-1622	Stormwater Repairs - Peppermint and Tully	\$ 19,057.56	220	\$ 19,057.56	220	\$ -		\$ -						\$ -						
02-1545	UPRR Overpass Deck Repairs - Kings Rd & Amity Ave	\$ 18,648.38	210	\$ 18,648.38	210	\$ -		\$ -						\$ -						
04-1519	Wall 5 Upgrades	\$ 55,080.00	436	\$ -	436	\$ -		\$ -						\$ 55,080.00	436	84	332			10
06-1034	Western Regional LS Parallel Force Mains	\$ 59,332.00	498	\$ -	498	\$ -		\$ -						\$ 59,332.00	498	76	386			36
06-1546	Zone B Pipe Repairs - CIPP	\$ 16,828.00	142	\$ -	142	\$ -		\$ -						\$ 16,828.00	142	23	106			13
	Subtotal	\$ 682,450.07	5221	\$ 291,802.07	2979	\$ -		\$ -	891	891	816	898	468	\$ 270,948.00	2242	688	1704			149
	CONTINGENCY (to be used at direction of City)	\$ 28,122.50	261	\$ -	261	\$ -		\$ -						\$ -						
		\$ 28,122.50	261	\$ -	261	\$ -		\$ -						\$ -						
	Subtotal	\$ 690,572.57	622	\$ 309,872.17	3128	\$ -		\$ -	798	882	882	828	481	\$ 294,496.40	2284	408	1798			166
	DIRECT EXPENSES (billed based on invoice)	\$ -		\$ -		\$ -		\$ -						\$ -						
	Field Office Maintenance	\$ 3,600.00		\$ 3,600.00		\$ -		\$ -						\$ -						
	TOTAL	\$ 694,172.57		\$ 309,872.17		\$ -		\$ -						\$ 294,496.40						

City of Nampa Construction Management Services Number of Full Time Employees (FTE)



Approval to Update Nampa Municipal Airport Land Lease Agreement

- The City's Nampa Municipal Airport currently issues tenant rental agreements and land leases
- Rental agreements are for hangars, shade hangars, and tie-downs owned and operated by the City
 - Rental agreements are month to month
 - There are 164 rental agreements currently in place
- Land leases are for tenants (Lessee) who have built or purchased improvements on City owned property
 - The standard land lease term is 20 years with a 10 year extension
 - Before 2012 the term was 30 years with a 10 year extension
 - Currently, the following land leases are in effect:
 - Standard 20/10 lease – 19
 - ❖ 7 new leases are anticipated in 2016
 - Standard 30/10 lease - 49
 - Business 30/10 lease - 18
- When a Lessee sells the improvements, the buyer (new Lessee) will be offered a new land lease with a 20/10 term, or will be assigned the remaining time left of the previous Lessee's lease (at Airport Commission's discretion)
- In review of the 2012 Nampa Municipal Airport Land Lease Agreement (see Attachment A), it was determined that format changes, and general updates to language, were needed
- The following revisions were made by Nampa legal counsel and are proposed for the 2016 Nampa Municipal Airport Land Lease Agreement (see Attachment B):
 - Sections 1-3 – general update of language
 - Section 4 – language added for clarification of rules and regulations and aeronautical uses
 - Section 5 – changed title from Construction and Improvements to Construction and Improvements; Subsequent Modifications, Alterations and Add-ons. Strengthened the language for construction time frames, approvals including additions or alterations requiring Commission and Council approval
 - Sections 6-8 – general update of language
 - Section 9 – changed title from Right to Purchase to Termination of Agreement & Option to Purchase Improvements. Update of language clarifying options when the lease terminates
 - Section 10 – general update of language
 - Section 11 – changed title from Default and Forfeiture to Termination: Default. Language added to clarify default events and the termination process in the case of a default

- Section 12 – changed title from Assignments and Subleases to Assignments, Transfers and Subleases. Strengthened legal language
 - Section 13 – strengthened legal language
 - Sections 14-15 – general update of language
 - Section 16 – changed title from Compliance with Law to Compliance with Laws and Regulations. Added language clarifying compliance with local, state and federal laws
 - Sections 17-20 – general update of language
 - Section 21 – changed title from Right of Inspection to Right of Inspection; Emergency. Clarified inspection time frame and added legal language covering entrance of improvements during an emergency
 - Sections 22-23 – general update of language
 - Section 24 – clarified liability insurance minimums
 - Sections 25-28 – general update of language
 - Section 29 – added language to clarify events that could trigger a lease amendment or modification. Added language on notification of Lessee of amendment or modification
 - Sections 30-32 – general update of language
 - Section 33 – New – Prohibition Against Exclusive Rights. Added this clause in accordance with Federal Aviation Administration (FAA) Airport Improvement Program (AIP), Grant Assurances
 - Section 34 – New – Conflict of Provisions of Lease. Added language in the event of a conflict between lease provisions and airport minimum standards and rules and regulations that the minimum standards and rules and regulations prevail
- On March 14, 2016, the Nampa Airport Commission met to review updates made to the 2012 Nampa Municipal Airport Land Lease Agreement
 - The Nampa Airport Commission recommends that City Council adopt the 2016 Nampa Municipal Airport Land Lease Agreement for the Nampa Municipal Airport

REQUEST: Adopt 2016 Nampa Municipal Airport Land Lease Agreement for the Nampa Municipal Airport

Attachment A
(2012 Agreement)

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #XXXX
IMPROVEMENTS PURCHASED FROM _____

LESSEE:
NAME
ADDRESS
X

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

EFFECTIVE TERM:

Nampa Municipal Airport Land Lease Agreement

NAME
LOT #XXXX

This lease agreement (the "Agreement") is entered into this 19th day of May, 2015 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **NAME incl business name** ("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: _____

Termination Date: _____

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

NAME
LOT #XXXX

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 **24.9 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

NAME
LOT #XXXX

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

Nampa Municipal Airport Land Lease Agreement

NAME
LOT #XXXX

from receipt of such notice to exercise its first right of refusal and complete a purchase or receive 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

NAME
LOT #XXXX

- 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 NAME 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

NAME
LOT #XXXX

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

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\$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

NAME

ADDRESS

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

NAME
LOT #XXXX

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:

NAME

By:

NAME, Self

Nampa Municipal Airport Land Lease Agreement

NAME
LOT #XXXX

By: _____

Personal Guarantee.

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

By: _____
NAME

_____ Date

By: _____

_____ Date

Nampa Municipal Airport Land Lease Agreement

NAME
LOT #XXXX

Notarizations

State of Idaho)

: ss

County of _____)

On this ____ day of _____, in the year of 2015, before me, the undersigned, personally appeared _____, 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 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

NAME
LOT #XXXX

Exhibit A

HANGAR DRAWING GOES HERE

Airport Lot #XXXX: XX' wide x XX' deep = XXXX square feet at \$0.XXX per square foot
= \$XXX.00 per year (rounded).

Payment by Previous Owner name for 2015 will be transferred. No additional payment due for 2015.

Nampa Municipal Airport Land Lease Agreement

NAME
LOT #XXXX

SURVEY GOES HERE

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #XXXX
IMPROVEMENTS PURCHASED FROM PREVIOUS OWNER NAME

LESSEE:

NEW OWNER NAME

BUSINESS NAME

ADDRESS

CITY, ST ZIP

LESSOR:

CITY OF NAMPA

c/o AIRPORT SUPERINTENDENT

116 MUNICIPAL DRIVE

NAMPA, ID 83687

EFFECTIVE TERM:

This lease agreement (the "Agreement") is entered into this ____ day of _____, _____ by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **NAME INCLUDING BUSINESS** ("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.

The term of this lease shall commence on _____ (the "Effective Date"), and continue for a period of twenty (20) years from the effective date of this lease, terminating on _____.

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**.

It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport Rules and Regulations, Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons 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. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

Furthermore, it is understood by both parties that nonaeronautical uses and storage are not permitted at the Nampa Municipal Airport, and that if Lessee is found to be conducting a nonaeronautical use upon the leased premises, said activity shall be grounds for breach and default under this agreement. For all purposes, the term "Nonaeronautical Use" shall be construed consistently with how the term is used and defined on an ongoing basis by the FAA. To assist the parties in understanding how that term has been defined at or near the time of execution of this document, as of September 30, 2009, under Order 5190.6B, the Director of the Airport Compliance and Field Operations Division (ACO-1) has defined "Aeronautical Use" as "all activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses." Order 5190.6B at § 18.3(a). Order 5190.6B then provides that "All other uses of the airport are considered nonaeronautical." Order 5190.6B at § 18.3(c).

5. Construction and Improvements; Subsequent Modifications, Alterations and Add-ons.

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

- a. Construction shall be completed on each and every lot or lots leased by Lessee no later than six (6) months from the Effective Date of this agreement. Construction shall be deemed complete when the hangar or structure is eligible for or in receipt of a certificate of occupancy. If Lessee does not complete construction, except for reasons which the Lessor agrees to be beyond Lessee's control, this lease will terminate on the six (6) month anniversary of the Effective Date. If, however, prior to the six (6) month anniversary of the Effective Date, Lessee requests in writing an extension of time in which to complete construction already commenced and substantially underway, Lessor may grant an extension of time, not to exceed one hundred twenty (120) days, in which to complete said construction. If construction is commenced but not completed during the initial six (6) month period or an extension thereof, any structure or improvements remaining on the leased premises shall be dealt with in accordance with Section 9 below.

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities shall comply with and be subject to all applicable laws and ordinances of the City of Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

c. Any additions or alterations to any structure located on the leased premises shall be reviewed and approved in writing by the Airport Superintendent before commencement of construction, and may require, among other things, the obtaining of a building permit from the City of Nampa and/or FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

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 of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be _____ 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.

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 from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

9. Termination of Agreement & Option to Purchase Improvements.

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, 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, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after 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 remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar (\$1.00).

(b) Lessee, when tendered 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 and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee's obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee's property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

10. First Right of Refusal.

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

from receipt of such notice to exercise its first right of refusal and complete a purchase or receive a transfer upon identical terms.

11. Termination; Default.

(a) In any of the following events which shall constitute "events of default," Lessor shall have the right at Lessor's election, immediately to terminate this agreement, or to terminate Lessee's tenancy hereunder:

1. Lessee shall fail to pay rent in the amounts and at the times and in the manner provided herein, and that failure shall continue for sixty (60) or more days after written notice of it shall have been given to Lessee.

2. Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and that adjudication be not stayed or vacated within sixty (60) days later, or the interest of Lessee under this agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this agreement, and such appointment has not been vacated within sixty (60) days later.

3. Lessee shall vacate or abandon the premises, or any portion thereof, or shall permit them to remain vacant or unoccupied without first obtaining consent of Lessor.

4. Lessee shall fail to observe any other provision of this agreement after sixty (60) days written notice given by Lessor of such failure.

In the event of notification of default by Lessor to Lessee, Lessee shall pay, in addition to all arrearages as may exist under the notice of default, the reasonable attorney fees incurred by Lessor in determination of the default and notification to the defaulting Lessee.

(b) Upon the occurrence of any of the events of uncured, material default specified herein, Lessee's right to possession of the leased premises shall, at the Lessor's option, terminate and Lessee shall surrender possession immediately. In that event Lessee grants to Lessor full license to enter into the premises, or any part of them, to take possession with or without process of law, and to remove Lessee or any other person who may be occupying the premises, or any part of them, and Lessor may use that force in removing Lessee and that other person as may reasonably be necessary. And Lessor may repossess itself of the premises as of its former estate, but that entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor waiver of any agreement or promise in this lease that is to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of that termination or any act incident to it.

At its option, Lessor may terminate this agreement for any uncorrected default. Lessor may sue for all damages and rent accrued or accruing under this agreement or arising out of any

- 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 NAME 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. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said inconvenience, ONLY if Lessee is unable to access Lessee's hangar for a period longer than thirty (30) days.

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 LAWS AND REGULATIONS.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and/or enforced by Lessor or by other proper authority having jurisdiction over the conduct of operations at the airport, and to do all things necessary to stay or become in compliance with the same. Lessee further specifically agrees to comply with all requirements of the FAA, including but not limited to, those requirements originating out of the City of Nampa's relationship with the FAA, or which find their origin in relation to grants or other contractual arrangements between the City of Nampa and the FAA. Lessor reserves the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow to conform with any changes in Municipal, State or Federal laws, rules, regulations and ordinances. If at any time it is discovered that the provisions of this lease violate or are in

any way inconsistent with current or later enacted Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease agreement consistent therewith. 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 taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof; and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property, promptly, as the same become due.

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. Unless otherwise noted in Section 31, below, **NO FUEL MAY BE STORED ON THE PREMISES.**

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; Emergency.

Lessor reserves the right to enter upon the leased premises upon forty-eight (48) hours prior written notice to Lessee for the purpose of making any inspection necessary to the proper enforcement of the covenants and conditions of this agreement. Such notice shall not be necessary in the case of an emergency affecting life or property, or if Lessor suspects that Lessee has abandoned 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 21 does not cover intentional acts by Lessor or its employees.

24. Liability Insurance.

If Lessee will be acting as a Fixed Base Operator, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **\$1,000,000 each occurrence \$2,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance," all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance. Lessee understands and agrees that if the Airport Minimum Standards or Rules and Regulations, or any subsequent modifications or amendments thereto, require Lessee (due to Lessee's particular category of Fixed Base Operator) to procure insurance in an amount exceeding the limits noted above, Lessee shall procure and maintain insurance in said greater amounts.

If Lessee will solely be occupying the leased premises for private, non-commercial aircraft storage, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **\$500,000 each occurrence \$1,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance," all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance.

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

BUSINESS NAME

NAME

xx

xx

27. Maintenance.

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

28. Civil Rights Provisions.

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

giving Lessee 180 days written notice of such amendment or modification, so long as the amendment or modification is necessary to comply with FAA rules or regulations other Federal or State regulations governing the use of Airports, or to bring this lease agreement into compliance with Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or any obligation the City of Nampa may have with respect to the FAA. Any amendment or modification shall take place on the Anniversary Date of this lease. In the event Lessee does not agree to such amendment or modification, this lease shall terminate following the expiration of 180 days prior written notice of such changes or amendments. Any modification to this lease shall be attached to or become a part of this lease, and any such amendment or modification shall be signed and dated 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:

- Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12 month period) housed on the leased premises to the Airport Superintendent's office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft's owner(s), the aircraft make and 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.

33. Prohibition Against Exclusive Rights.

In accordance with the FAA Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, *et seq.*, 49 U.S.C. § 40103(e), and other federal law, rules, regulations and orders governing the use and operation of airports, and the Airport Improvement Program (AIP) and other grant assurances, nothing contained herein shall be construed to authorize the granting, either directly or indirectly, of an "exclusive right," as that term is used in the above cited authority. To the extent any term or condition of this lease or any other agreement, express or implied, between the Lessee and Lessor can be considered to grant an exclusive right in violation of the above-cited authority, the parties agree that said term or condition shall be treated as null and void *ab*

initio.

34. Conflict of Provisions of Lease.

In the event there is any conflict between the provisions of this lease and the applicable Minimum Standards and/or Airport Rules and Regulations, unless otherwise specifically noted in this lease, the applicable Minimum Standards and Rules and Regulations shall control over the terms and conditions of this lease.

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:

BUSINESS NAME

By: _____

NAME, Owner

By: _____

Personal Guarantee.

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

By: _____

NAME

Date

By: _____

Date

Exhibit A

HANGAR LAY OUT GOES HERE

Airport Lot #xxxx: xx' wide x xx' deep = xx square foot at \$0.xxx per square foot
= \$xxx.xx per year (rounded).

Payment by Sellers Name for current Year will be transferred. No additional payment due for current year.

SURVEY GOES HERE

2016 DRAFT



PLANNING & ZONING DEPARTMENT

**Before the Mayor & City Council
Meeting of 04 APRIL 2016**

PUBLIC HEARING ITEM NO. 1 STAFF REPORT

Applicant/Representative(s):

Lynn Sharp

File No(s): VAR 2160-16

Analyst: Robert Hobbs

Requested Action(s): Variance(s) to Nampa City Zoning Code(s) as follows:

1. The required setbacks in the BC (Community Business) Zone as established by N.C.C. § 10-16-5, for lots addressed as 704 11th Avenue North and 708 11th Avenue North (Lot 7, Block 7 and Lot 8, Block 7 of Grumbling and Fulmer Subdivision – hereinafter, collectively, the “Property”) on the east side of 11th Avenue North and on the North side of 7th Street North, in the NW ¼ of Section 23, T3N, R2W, within a/the BC (Community Business) Zone and adjacent the RS 6 and RD Zones, in Nampa (see attached Vicinity Map),

The Applicant is requesting a reduction to ten feet (10') along the Property's front (11th Avenue North street side) and a reduction of the required ten foot (10') setback (in absence of a 6' fence) along the northern property line where the Property adjoins Lakeview Park (in order to establish a “good staging area” for the display of vehicles to be sold on the site as the same is to be converted into new automobile dealership). (Also needed is a reduced setback on/at the back of 708 11th Avenue North)...

Contents:

Conclusions of Law: Page 2

Staff Narrative Findings/Discussion: Pages 3-8

Recommended Condition(s) of Approval: Page 8

Attachments Description(s): Page 8

APPLICABLE REGULATIONS

10-24-1: [VARIANCE] PURPOSE:

The council is empowered to grant variances in order to prevent or to lessen practical development difficulties, unique site circumstances and unnecessary physical, geographical hardships inconsistent with the objectives of zoning as would result from a literal interpretation and enforcement of certain of the bulk or quantifiable regulations prescribed by this title.

A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of: a) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and b) the variance is not in conflict with the public interest. Hardships must result from special site characteristics relating to the size, shape or dimensions of a site or the location of existing structures thereon, from geographic, topographic or other physical conditions, or from population densities, street locations or traffic conditions or other unique circumstances.

Variances are not intended to allow something that others do not have a permitted right to do. The purpose of a variance is to provide fair treatment and to see that individuals are not penalized because of site characteristics beyond their control. (Ord. 2140; amd. Ord. 2978)

10-24-2: ACTIONS:

A. Granting Of Variance Permit: The council may grant a variance permit with respect to requirements for fences and walls, site, area, width, frontage, depth, coverage, front yard, rear yard, side yards, outdoor living area, height of structures, distances between structures or landscaped areas as the variance was applied for or in modified form if, on the basis of application, investigation and evidence submitted, the council concludes the following:

1. Literal interpretation and enforcement of the regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance.
2. There are extraordinary site characteristics applicable to the property involved or to the intended use of the property which do not apply generally to other properties classified in the same zoning district.
3. Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.
4. The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
5. The granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

STAFF FINDINGS AND DISCUSSION

I. Variance Introduction:

Variations are traditionally offered zoning tools used as remedies to seek jurisdictional waivers or reductions of quantifiable, measurable development code requirements (e.g., setbacks, property dimensions, height standards, min. or maximum quantities or sizes, etc.) with which compliance in a given situation could not be attained due to site constraints (such as unusual topography) inherent to a property, rather than being the result of an applicant's own action(s)/development desires. Normally, economic considerations or "self-imposed hardships" or predicaments are not qualifying grounds to support a Variance application or its approval. As noted in the planning text The Practice of Local Government Planning (ICMA, 1988, 2nd ed.),

"Many requests for variances are for minor bulk variances in existing neighborhoods: for example, expansions of patios or carports one or two feet into designated side-yard setbacks. On such matters the zoning board becomes a sort of neighborhood arbitration board, dealing with physical hardships. Although these hardships are rarely great, this should be weighed against the extent of the public sector's stake in the somewhat arbitrary determination that a 10-foot- side yard is superior to a 9-foot one."

In Nampa, in order to justify a Variance Permit request, an applicant is tasked with arguing successfully to the City's Council that there is some aspect of the Property that physically, topographically or based on code requirements puts them at a disadvantage in trying to accomplish what they wish in comparison to like properties, especially in the surrounding area.

If the Council believes that there is no real topographical hardship associated with a Variance application (e.g., a river, a highway or a mountain in the way, etc.), then left to the applicant is the opportunity to argue that there is a "unique site circumstance" sufficient to justify their request. In times past, Variance Permits have been issued on a case by case basis where a unique situation could be determined to exist that pertained to a Variance application. Thus, historical matters, errors by the City or County, demonstrated lack of knowledge concerning a code by an applicant or their contractor, common sense "solutioning", development precedent and a variety of other mitigating factors have been evaluated in conjunction with these kinds of applications for relief from quantifiable, measurable standards adopted as law via Nampa's zoning ordinance.

Council is at liberty to approve or deny a Variance. And, their vote should not necessarily be construed as setting precedent – for nothing binds them to vote the same way twice other than their own perceptions and those of others that they may be concerned with. Still, consistency is a desirable goal when dealing with case by case Variance requests. As a Variance decision is a "quasi-judicial" matter, any vote to approve or deny should be accompanied by a reasoned statement listing the rationale for the decision made.

II. This Application:

As Variance Permits have been used to provide opportunity for an applicant to seek relief from a dimensional or quantifiable, metric standard, this request was received to ask the Council to consider allowing a pair of reduced setbacks. As the front of the BC zoned Property abuts 11th Avenue North, a street classified as an "arterial", the required front yard setback by

code is to be twenty feet (20') deep. And, as the north side of the commercially zoned Property abuts land zoned as single-family (RS 6), a ten foot (10') side yard setback is required along that part of the Property where it adjoins the residentially zoned land.

As this is a Variance request, it is the obligation of the Applicant to present such facts and persuasive arguments as to convince the Council that there exists some form of hardship or other unique site circumstance to justify issuance of the requested permit. The review criteria the Council is to use in assessing the application are those in bold font listed at the beginning of this report under the heading of "Applicable Regulations", "Actions" 1-5. Those criteria serve as the "Conclusions of Law" to be associated with this matter.

III. General, Possible Findings:

1. The Property (legal description within City case file VAR 2160-16) made the subject of this Variance request is located within the incorporated limits of the City of Nampa; and,
2. The Applicant has a controlling interest in the Property and is authorized to represent the same or allow another party to represent the same in this matter; and,
3. The Applicant proposes a reduced front yard setback (10' in lieu of 20') and a reduced side yard setback (3' in lieu of 10') in conjunction with their intent to repurpose use of the Property; and,
4. As authorized and mandated according to Idaho statute, the City has adopted a comprehensive zoning ordinance that applies to all properties within the City's incorporated limits and, by limited form and fashion, to areas within its negotiated impact area; and,
5. The City's zoning ordinance requires that re-developed properties in the BC Zone comply with all relevant zoning code requirements appertaining thereto (including emplacement of any requisite, extant site improvements); and,
6. That among BC zoning regulations, those portions of properties in the City of Nampa that abut/adjoin a right-of-way classified as either an "arterial" or "collector" by the City's adopted Master Transportation Plan and associated "Required Right-of-Way Map" [formerly "Functional Right-of-Way Classification Map" or similar] are required to provide/yield a twenty foot (20') wide/deep front yard setback within which no parking lot or building improvements may be emplaced; and,
7. That among BC zoning regulations, those portions of properties in the City of Nampa that abut/adjoin a lot/parcel zoned for single-family residential use (e.g., RS 6), are required to provide/yield a ten foot (10') wide/deep front yard setback within which no parking lot or building improvements may be emplaced unless a six foot (6') tall fence is installed between the commercial and residentially zoned properties, and, a vehicle parking bank, made a part of a parking lot, is created adjacent to said fence; and,
8. The Applicant seeks a Variance Permit from the City of Nampa in order to allow an increased, usable front and side yard set by reducing the required front yard setback from twenty feet (20') to ten feet (10'), and, by reducing the required northern side yard setback from ten feet (10') to three feet (3'); and,

9. The Applicant has submitted to the City a complete Variance Permit Application together with the requisite fee, and the City has received the application; and,
10. The Variance Application is being processed in conjunction with procedures compliant with the Local Land Use Planning Act, and Nampa Zoning Ordinance standards appertaining to such an application type; and,
11. Variances, as a rule, are not to be issued simply for economic reasons or convenience; they “shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of: a) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity”; and,
12. Further, a statement has been provided that attempts to justify the Variance request as some type of topographical or other physical site hardship or “unique site circumstance” that restricts Property development or “buildout” or use of land as allowed to other City properties or as granted already to City properties developed and/or used in similar fashion to the business plan(s) of the Applicant; and,
13. Adjacent property owners have not provided comment regarding the application; and,
14. The City’s Engineering Division has expressed that they are not opposed to the application; and,
15. The City’s Building Department has expressed that they are not opposed to the application; and,
16. The City’s Code Enforcement Division has expressed that the Property has no notable code violations at the time of processing of the Variance; and,
17. The Nampa Highway District has expressed that they are not opposed to the application; and,
18. No direct physical impact on the general public by this request is foreseen by virtue of this request were it approved; expected impact would be center, rather, on the question any approval raises as to its propriety, possibly including a perceived setting of precedence for similar setback code deviations given compliance to setback standards demonstrated by other persons/parties in the City; and,
19. The most recent recollected case of proposed front setback deviation addressed by the Council appertained to 511 Caldwell Boulevard, where the Variance was denied but a one-year deferral to landscape requirements in the 20’ setbacks was pro-offered; and,
20. Attached to this report is all of the information Staff had by the time this report was ready to go to print (12 noon, 30 March).

IV. Analysis/Opinion:

In Nampa, as pertaining to land use variance permit requests, a burden rests upon an applicant to argue persuasively to the City's Council that one or more conditions related to the property they represent interfere(s) with the applicant's use of their land in manner and form commensurate with that enjoyed, most particularly, by their neighbors or other properties in a similar situation and zoning district as that applicant's land. Each variance application is reviewed on a case by case basis and the merits of the matter are weighed in the public venue. Public testimony is received and the opinions of City departments or outside agencies submitted to the Council for their consideration.

With respect to the matter made the subject of this report, Applicant, per their narrative argues for their variance requests, essentially as follows:

- A) That the Applicant believes three out of four vehicle dealerships adjacent to the Property and other dealerships within a 12 block radius of the Property are non-compliant with required setbacks; and,
- B) That allowing vehicles displayed for sale to be as close to a/the street as possible is important to promote vehicle sales and the Applicant would be disadvantaged by having to place their vehicles twenty feet (20') back from 11th Avenue North; and,
- C) That as far as the north side setback requirement is concerned, the Applicant's Property adjoins land that is zoned RS 6, but said land is part of Lakeview Park, and;
- D) That a landscape buffer is still proposed adjacent the park within the reduced side yard proposed to be developed by the Applicant...

Noting the understandable arguments made by the Applicant, Staff also observes as follows:

- A) That the front yard setback established on the east side of the Tom Scott Honda site that lies kitty-corner across 11th Avenue North from the Property employs a front yard setback greater than the six feet (6') shown in the digital photo supplied by the Applicant* (page 11) ranging from fifteen feet (15') down to about twelve feet (12') in the locations measured via the City's GIS system. At the time of that lot's re-development into "Famillian Northwest" (a pipe supplier) the fifteen foot (15') front yard setback was considered code compliant given the abutment of that land to 11th Avenue North, an arterial right-of-way. * (The grassy part of the front setback along Tom Scott Honda is a portion of the front yard landscaped setback of that property and is about six feet [6'] wide in many places); and,
- B) That the "street side" setback established on the north side of the Tom Scott Honda site is, for a portion/stretch of that setback area, non-conforming to code and now noted for future compliance follow up; and,
- C) That those lots abutting Garrity are, by code (N.C.C. § 10- 22-6.A(2)), allowed to have reduced setbacks as a result of the GO Bond negotiations and resultant right-of-way improvements (i.e., road widening, landscape strip emplacement, installation of decorative street lights, improvements to curb cuts, etc.) as well as code amendment(s) executed some years ago that had, as one effect, the creation of a special front yard parking/setback district for all businesses fronting Garrity from Grant Street out to the I-84 Interchange; and,

- D) That some of the properties' improvements (including vehicle display areas) fronting Garrity Boulevard are "grandfathered" in their condition/arrangement as carry over(s) from annexation of those parcels and the uses thereon from Canyon County (with their different property improvement standards); and,
- E) That there is no known precedent that Staff is aware of where Council has in the past actually approved a similar application for car dealerships, save for that area in and around the Idaho Center in the GB 1 Zone. Whereas that area employs an enhanced thirty five foot (35') front yard setback, the owners of the car dealerships successfully lobbied some years ago for a code change to allow, for the purpose of displaying vehicles closer to the road (i.e., the Idaho Center Boulevard in particular). For vehicle dealerships with land abutting a street in the Gateway Business district, a reduced setback (from 35' to 15') was approved -- and is actively in force today.

That notwithstanding the fore-going, apparently contravening or explanatory findings to the Applicant's arguments for [seeking], in particular, a reduced front setback, Staff opines as follows:

Side Yard Setback Relief Request:
Favorable Recommendation

As to the requested/proposed, reduced side yard setback (10' down to 3'), Staff believes the same to be reasonable given that park land abuts the Property on that [north] side. Expectedly, the park land will not be developed. The ten foot (10') side yard setback is designed, customary for setbacks, to be a "buffer" – in this case intended to insulate a residential property from a commercial property like the Applicant's land. As no residence lies or is proposed immediately north of the Property, we find the ten foot (10') setback, in this unique instance superfluous. Also, and not initially included or stated in the application materials is a need to offer a reduced setback (10' to 3') for the lot addressed as 708 11th Avenue North and its back (eastern) end where it abuts the alley as that section of alley is zoned RS 6 (Single-Family Residential, 6,000 sq. ft. min. lot size); and,

Front Yard Setback Relief Request:
Partially Favorable Recommendation

As to the proposed, reduced front yard setback (along 11th), Staff believes the same to be reasonable given that:

1. Notwithstanding the extenuating circumstances attending the setbacks employed by other car dealers in the area around the Property, the fact is that indeed, in many instances, the setbacks of those other lots are less than twenty feet (20') in depth; and,
2. Car dealerships rely on prominent display of their vehicles to promote sales; and,
3. The Property has a narrower street frontage (and less time therefore to note the dealership's presence when driving by) than many of the other car dealership lots in the area around the Property.

However,

The City has an expectation that along major right-of-way corridors, some beautification will be provided and most dealerships (certainly any new ones) have been expected to provide

adequate landscaping to create attractive street frontages. The City also desires consistency in the development of properties and their adherence to established, uniform zoning codes.

Therefore, Staff believes after considering this matter, that an 'across the board' (future) code change designed to reduce the standard twenty foot (20') setback to fifteen feet (15') for new (and existing) car dealerships in commercial zones is reasonable, and, in care and keeping with what was approved in the City's most scrutinized commercial area (the Idaho Center region).

That said, Staff suggests then that the Council consider, given the Property's location and the setback provided by the most immediate (in proximity) car dealership to the Property, a fifteen foot (15') front yard setback allowance along 11th Avenue North (in lieu of 20'). Of course, Council is at liberty to approve more or less than that.

RECOMMENDED CONDITION(S) OF APPROVAL

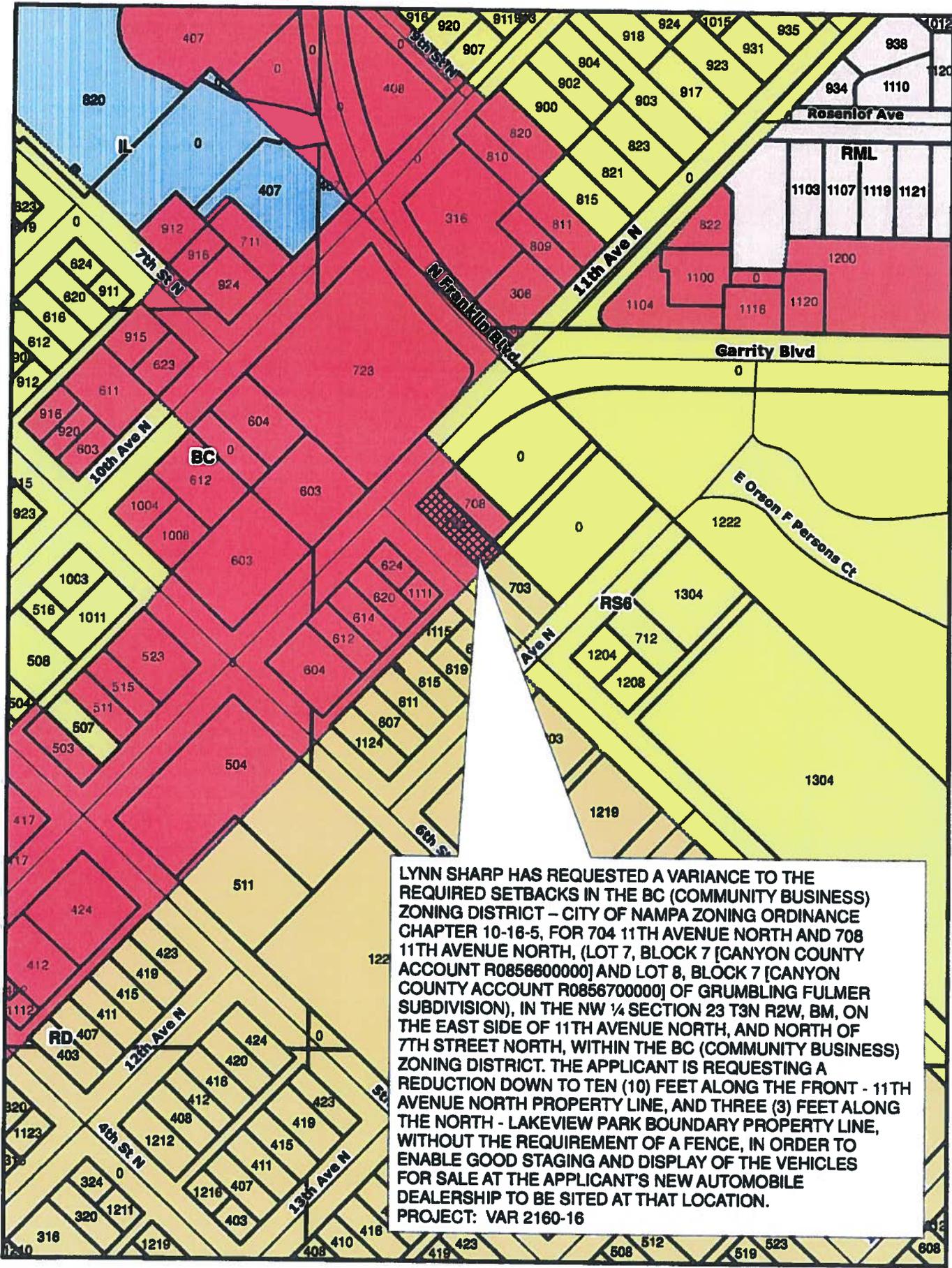
Should the Council vote to approve this Variance package request, then Staff recommends that they/you consider imposing the following Condition(s) of Approval against the same:

Generally:

1. Applicant(s) shall comply with all applicable requirements [including obtaining a Building Permit] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire [inspection], Building, Planning and Zoning and Engineering Departments, etc.) as the Variance(s) approval(s) do/does not, and shall not, have the affect of abrogating requirements from those agencies or City divisions/departments...

ATTACHMENT(S)

- Copy of Vicinity Map (page/Exhibit 9)
- Copy of Variance application form (page/Exhibit 10)
- Copies of Applicants' narrative and digital photos (pages/Exhibits 11-26)
- Copies of any department/agency correspondence (pages/Exhibits 27-31)



LYNN SHARP HAS REQUESTED A VARIANCE TO THE REQUIRED SETBACKS IN THE BC (COMMUNITY BUSINESS) ZONING DISTRICT – CITY OF NAMPA ZONING ORDINANCE CHAPTER 10-16-5, FOR 704 11TH AVENUE NORTH AND 708 11TH AVENUE NORTH, (LOT 7, BLOCK 7 [CANYON COUNTY ACCOUNT R0856600000] AND LOT 8, BLOCK 7 [CANYON COUNTY ACCOUNT R0856700000] OF GRUMBLING FULMER SUBDIVISION), IN THE NW ¼ SECTION 23 T3N R2W, BM, ON THE EAST SIDE OF 11TH AVENUE NORTH, AND NORTH OF 7TH STREET NORTH, WITHIN THE BC (COMMUNITY BUSINESS) ZONING DISTRICT. THE APPLICANT IS REQUESTING A REDUCTION DOWN TO TEN (10) FEET ALONG THE FRONT - 11TH AVENUE NORTH PROPERTY LINE, AND THREE (3) FEET ALONG THE NORTH - LAKEVIEW PARK BOUNDARY PROPERTY LINE, WITHOUT THE REQUIREMENT OF A FENCE, IN ORDER TO ENABLE GOOD STAGING AND DISPLAY OF THE VEHICLES FOR SALE AT THE APPLICANT'S NEW AUTOMOBILE DEALERSHIP TO BE SITED AT THAT LOCATION. PROJECT: VAR 2160-16



4/4 CC
Robert

APPLICATION FOR VARIANCE

City of Nampa, Idaho

10

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$255.00

Name of Applicant/Representative: Lynn Sharp Phone: 208) 447-9430
Address: 909 3rd St. S. City: Nampa State: ID Zip Code: 83651
Applicant's interest in property: (circle one) Own Rent Other _____
Owner Name: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip Code: _____

Address of subject property: 704 11th Av. N. Nampa, ID 83687

Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.
AND 708!

Subject Property Information
(Please provide one form of the following REQUIRED DOCUMENTATION to complete the legal annexation):

- Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document
- Subdivision Grounding + Fulmers Lot 7 Block 7 Book 1 Page 14
- An accurate scale drawing of the site and any adjacent property affected, showing all existing and proposed locations of streets, easements, property lines, uses, structures, driveways, pedestrian walks, off-street parking and off-street loading facilities and landscaped areas.
- Miscellaneous information, considered pertinent to the determination of this matter,

Project Description

State the nature of the variance request and the practical difficulty or unnecessary hardship, which would result from a literal interpretation and enforcement of the specific regulation for which the variance is being sought, (attach additional pages if necessary):

See attached

Dated this 4th day of March, 20 16

[Signature]
Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa City Council for its consideration. The City Council shall hold a public hearing on the application and it shall be granted or denied. Notice of the public hearing shall be sent to adjacent property owners no less than 10 or more than 30 days prior to the hearing. You will be given notice of the public hearing and should be present to answer any questions.

- A variance shall not be considered a right or a privilege, but will only be granted upon showing the following undue hardship:
1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and
 2. The variance is not in conflict with the public interest.
- Variances are not intended to allow something that others do not have a permitted right to do.**

The use or construction permitted by a variance must be commenced within a 6 month period. If such use or construction has not commenced within such time period the variance shall no longer be valid. Prior to the expiration of the 6-month period the applicant may request from the city Council an extension for up to an additional 6 months from the original date of approval.

For Office Use Only:
File Number: VAR 2160 - 20 16 Project Name: Reduce Front + Side Setbacks

Lakeview Motors Variance Request

Currently the subject property located at 704 11th Ave. North is surrounded by Auto Dealerships. Out of the 4 adjacent auto dealerships only 1 is within city code for set-backs. All other properties are situated very close to the road, some of which have no set-back at all. Also attached are pictures of Auto Dealerships within 12 blocks, of the subject property, with their corresponding set-back measurements. As an Auto Sales location, visibility of the cars for sale is vital for company success. I feel that my new Dealership will be at a major disadvantage and hardship competing with adjacent Dealerships because of the low-visibility of the 20 foot set-back requirement on 11th Av North. I am requesting a variance to reduce the set-back from 20 feet to 10 feet to enable good staging and display of the vehicles for sale. The 10 foot setback variance is still much wider than most setbacks of adjacent Dealerships which range from 0 to 12 feet, one at 19 feet.

Also, the North Boundary (park boundary) set-back requirement is 10 foot without a fence. With a fence, the requirement is reduced to 0 feet set-back. Since a fence is completely contrary to display and staging of vehicles for sale, a fence is very detrimental to sales. I am requesting the set-back reduced to 3 feet without a fence. Please refer to building permit drawings; you will notice the entire west (11th Av N) set-back is landscaped with curb and gutter as required by code and the North boundary (park boundary) will be landscaped and curbed as well. As drawn the varied set-backs will not distract from the beautification of the area and the variance will not negatively affect city planning and future development.

I feel I am at a huge disadvantage with the set-backs as currently required. These 2 variances will allow me to operate an Auto Dealership in competition with the surrounding and adjacent Auto Dealerships for fair competition. Thank you for your consideration.



Lynn Sharp-Property Owner

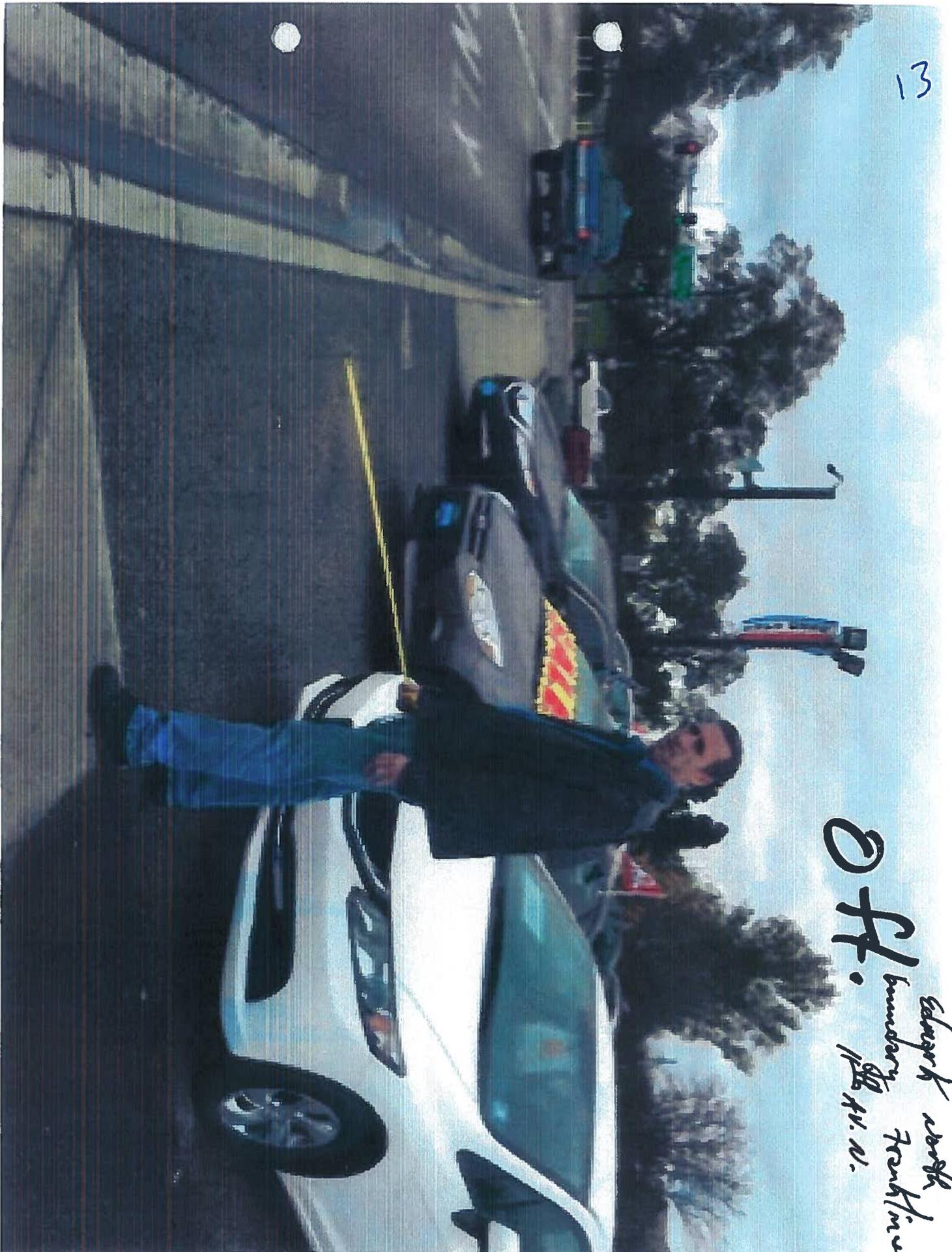
12

6'

Edmark
Veha lot across
the street



Edgemoor with
Franklin
Boundary
1128 N.W. 11.



14



Franklin + Gandy
12 ft.

15

19 ft.

Tom Scott across
the street from subject prop





Country Club.
751.

16

1) How hot on corner
of French's & Gentry
adjacent to subject prop

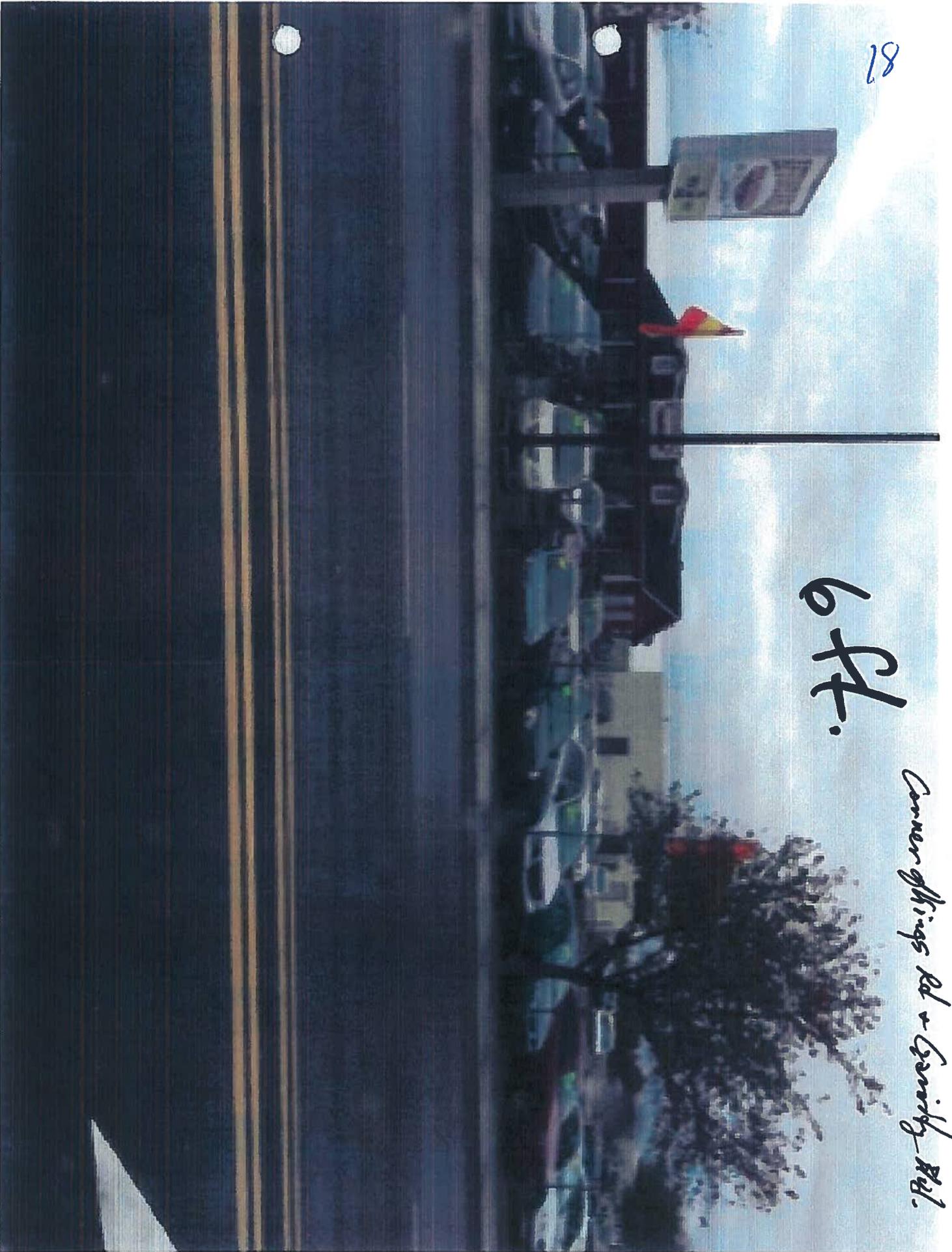
4 ft.



81

6 ft.

Corner Kings Rd + Ganney Hill.



19

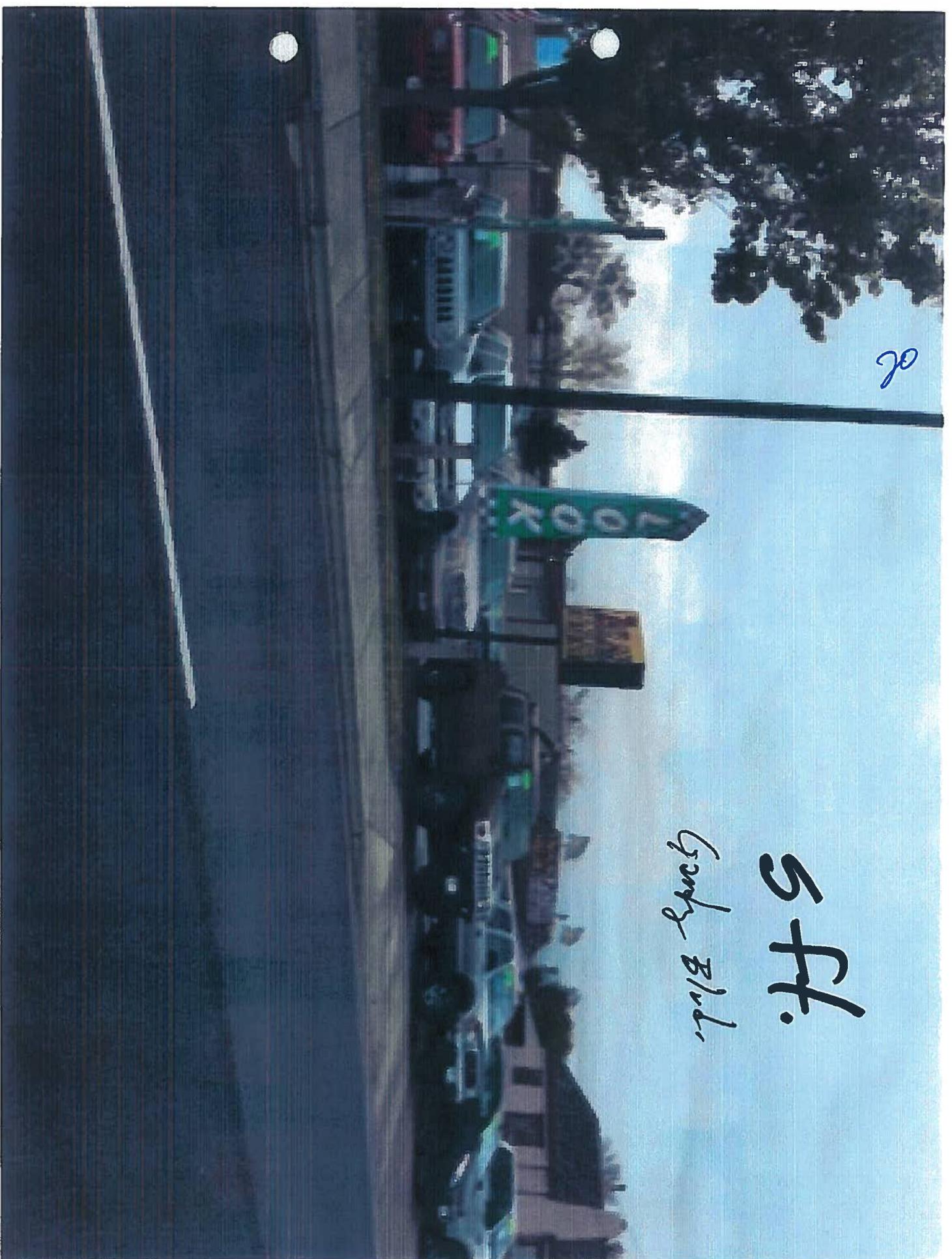
8 ft. Grand Blvd



20

5 ft.

Gandy Blvd.



21

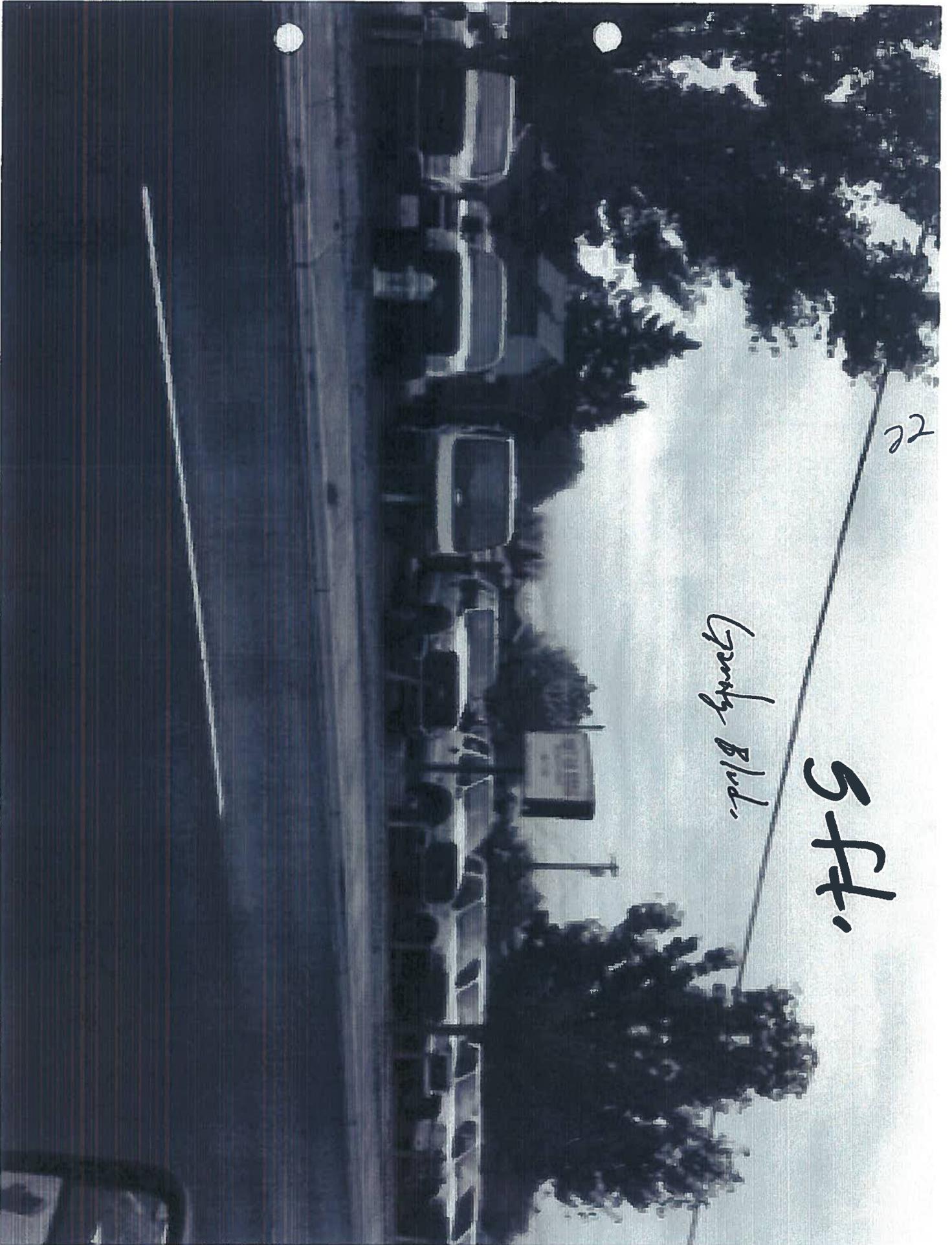
Community Blood
8 ft.



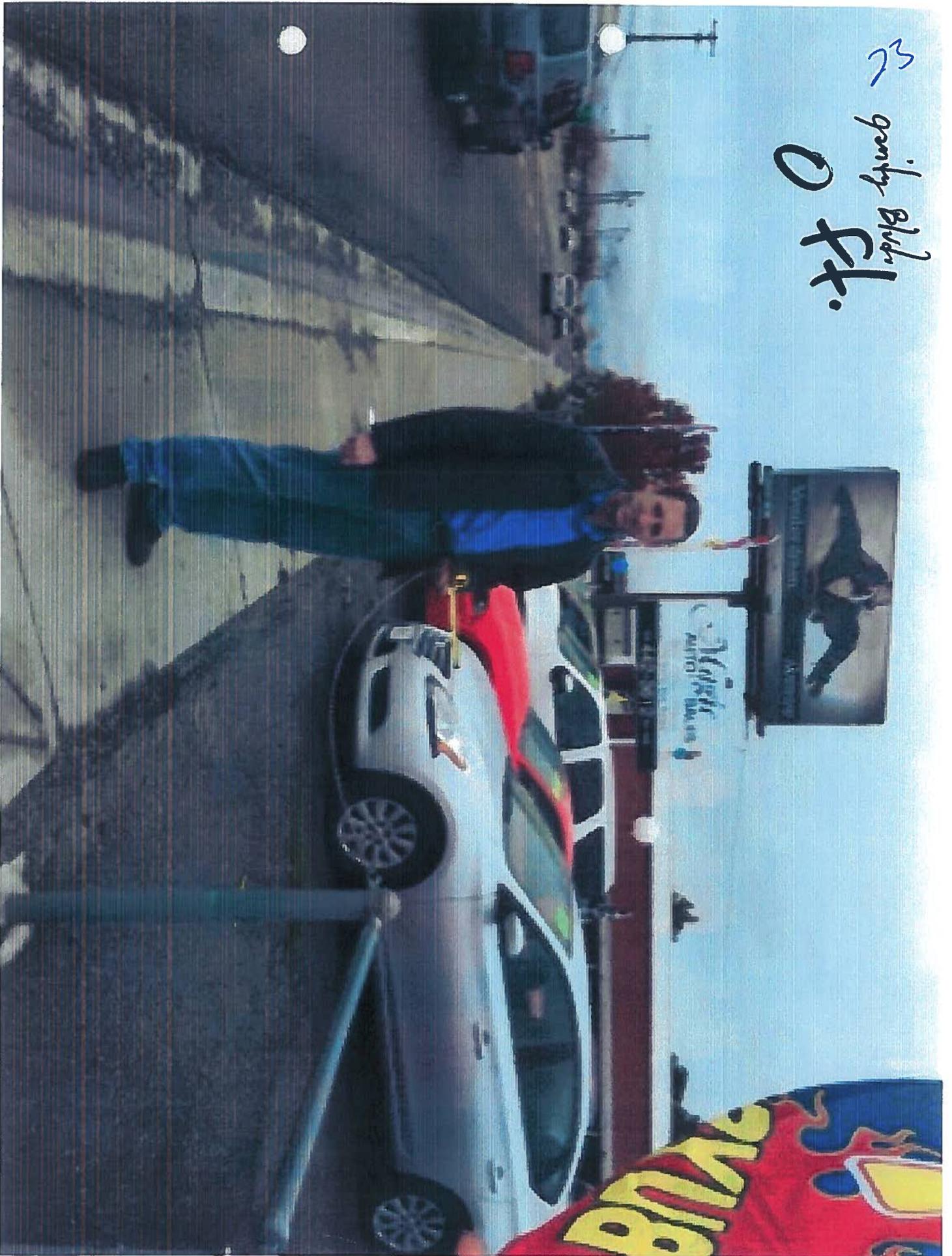
22

S.H.

Gandy Blvd.



23
O quantify Blvd.
O ft.



24



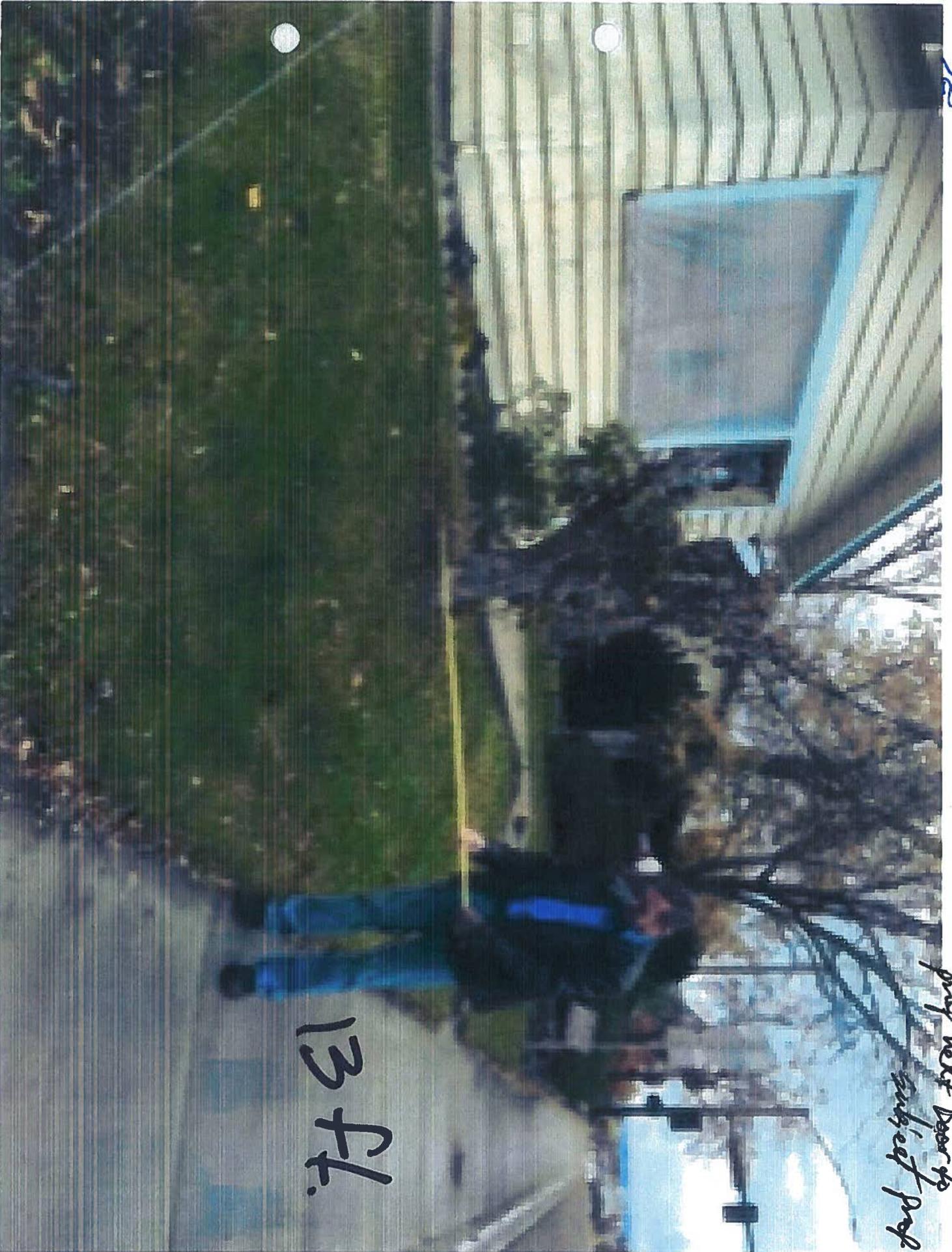
Gentry Blvd.
D.H.

50



Subject prop
20 ft.

28



prof next door to
subject prof

13 ft.

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 23, 2016

Revised:

Applicant: Lynn Sharp

Address: 909-3rd Street South, Nampa

Parcel Address: 704-11th Avenue North

Re: Setbacks from property lines to allow more visible display of used cars.

VAR2160-16 for the April 4, 2016 City Council Meeting

The Engineering Division has no concerns with the granting of this request.

28

Shellie Lopez

From: Neil Jones
Sent: Thursday, March 10, 2016 7:33 AM
To: Shellie Lopez
Subject: RE: VAR 2160-16 Reduced setbacks for Auto Dealership 704 11th Ave. N

Building Department has no conditions at this time.

Neil Jones

From: Shellie Lopez
Sent: Tuesday, March 08, 2016 2:33 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>; Marlen Salinas <sallnasm@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: VAR 2160-16 Reduced setbacks for Auto Dealership 704 11th Ave. N

Good Afternoon!

VAR 2160-16

Lynn Sharp has requested a variance to the required setbacks within a BC (Business Commercial) zoning district, located at 704 11th Ave. N., 23-3N-2W NM, Grumbling Fulmer Subdivision, lot 7 block #7.

The applicant is requesting a reduction in the required setbacks down to 10-ft along the west boundary and 0-ft along the north boundary in order to enable good staging and display of the vehicles for sale to better operate an Auto Dealership in competition with the surrounding & adjacent Auto Dealerships.

The Variance is scheduled as a public hearing item on the City Council agenda of April 4, 2016.

Please find attached the VAR 2160-16 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to March 23, 2016.

Thank you & have a great day!

29

Shellie Lopez

From: Marlen Salinas
Sent: Wednesday, March 09, 2016 11:53 AM
To: Shellie Lopez
Subject: FW: CC16-000003

VAR 2160-16

Lynn Sharp has requested a variance to the required setbacks within a BC (Business Commercial) zoning district, located at 704 11th Ave. N., 23-3N-2W NM, Grumbling Fulmer Subdivision, lot 7 block #7.

From: Juan Vergara
Sent: Wednesday, March 09, 2016 11:34 AM
To: Marlen Salinas
Cc: Shellie Lopez
Subject: CC16-000003

P/Z inspection No violations at this time.

Juan

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.

30

Christopher Daly

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Monday, March 21, 2016 3:47 PM
To: Christopher Daly
Subject: RE: Public hearing notice of Variance

Good Afternoon Christopher,

The Nampa Highway District #1 has no objection to the Variance submitted by Lynn Sharp requesting a variance to the required setbacks in the BC zoning district at 704 11th Ave. No. and 708 11th Ave No. as it is not within our jurisdiction.

If you have any questions or comments feel free to contact us.

Thank you,

Eddy

From: Christopher Daly [<mailto:dalyc@cityofnampa.us>]
Sent: Monday, March 21, 2016 3:40 PM
To: awestfall@nsd131.org; bocc@canyonco.org; Kristen.baumchen@vallivue.org; gwiles@nampachristianschools.com; pnilsson@canyonco.org; bob.parsons@phd3.idaho.gov; Tim.Wright@phd3.idaho.gov; bhamlin@designwestid.com; tfuller@compassidaho.org; djohnston@idahopower.com; lbishop@idahopower.com; cgrant@nmid.org; nmid@nmid.org; mark@pioneerirrigation.com; deerflat@fws.gov; eddy@nampahighway1.com; Nick@nampahighway1.com; chopper@canyonhd4.org; Jessica.mansell@intgas.com; Monica.taylor@intgas.com; Ben.melody@intgas.com; Ron Johnson; Melissa Close; Brent Hoskins; Reggie Edwards; Richard Davies; Eric Skoglund; Jennifer Yost; Phillip Roberts; malandt@idahopower.com
Subject: Public hearing notice of Variance

**CITY OF NAMPA, IDAHO
NOTICE OF PUBLIC HEARING
REGARDING PROPOSED VARIANCE**

Pursuant to Nampa City Code Section 10, Chapter 24, notice is hereby given that on **Monday, April 4, 2016 at the hour of 7:00 p.m., in the Council Chambers of City Hall, 411 3rd Street So., Nampa, Canyon County, Idaho, a public hearing will be held before the Nampa City Council to determine whether a Variance should or should not be granted.**

Lynn Sharp has requested a Variance to the required setbacks in the BC (Community Business) zoning district – City of Nampa Zoning Ordinance Chapter 10-16-5, for 704 11th Avenue North and 708 11th Avenue North, (Lot 7, Block 7 [Canyon County Account R0856600000] and Lot 8, Block 7 [Canyon County Account R0856700000] of Grumbling Fulmer Subdivision), in the NW ¼ Section 23 T3N R2W, BM, on the east side of 11th Avenue North, and north of 7th Street North, within the BC (Community Business) zoning district.

The applicant is requesting a reduction down to ten (10) feet along the front - 11th Avenue North property line, and three (3) feet along the north - Lakeview Park boundary property line, without the requirement of a fence, in order to enable good staging and display of the vehicles for sale at the applicant's new automobile dealership to be sited at that location.

31

Variations are granted only upon showing of undue hardship because of special characteristics to a site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and the Variance is not in conflict with the public interest. Hardships must result from special site characteristics relating to the size, shape or dimensions of a site or the location of existing structures thereon, from geographic, topographic or other physical conditions, or from population densities, street locations or traffic conditions.

You are invited to attend said public hearing or submit written response to the office of the Planning Director, 411 3rd St So, Nampa, Id 83651, or telephone 468-5484 for more information.

Dated this 14th day of March, 2016.

CITY OF NAMPA

Norman L Holm
Planning Director

:sm

PROJECT: VAR 2160-16

Christopher Daly
Planner I
Nampa Planning and Zoning
1(208)468-5406
dalyc@cityofnampa.us

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



**PLANNING & ZONING DEPARTMENT
Before the Mayor & City Council
Meeting of 04 APRIL 2016**

**PUBLIC HEARING ITEM NO. 2
STAFF REPORT**

Applicants/Representative(s):

Lynn Sharp

File No(s): VAC 2164-16

Analyst: Robert Hobbs

Requested Action(s): Vacation as follows:

1. Of [a portion of] the twenty foot (20') alley located adjacent Lots 7 and 8, Block 7; and, Lot 6, Block 7 of Grumbling and Fulmer's Addition Subdivision on the east side of 11th Avenue North and on the North side of 7th Street North, in the NW ¼ of Section 23, T3N, R2W, within a/the BC (Community Business) Zone and adjacent the RS 6 and RD Zones, in Nampa (see attached Vicinity Map),

In order to develop the alley as part of the development of Lots 7 and 8, Block 7 as an automobile sales lot (the alley is to be beautified and maintained but still open for utility use/access/maintenance)...

APPLICABLE REGULATIONS

Respecting right-of-way vacation requests, our code states that,

- C. Vacations:** Vacation approval shall be required in order to either erase some or all of an easement or right of way. Vacation approval shall be required in order to move the location of all or part of an already platted and recorded right of way or easement. Processing of vacation requests for easements and/or rights of way shall be executed in accordance with provisions of Idaho state code. Right of way vacations shall be done by ordinance of the city council and approved first by the same during a public hearing. Alternatively, a replat of a subdivision may also serve to vacate easements and/or rights of way when filed, approved by the city, and then recorded. (Ord. 4070, 10-7-2013)

GENERAL INFORMATION/NARRATED FINDINGS

In order for a private party to convert publicly held [dedicated] right-of-way into "buildable" ground and cause the same to be[come] a part of that party's fee-simple privately owned/controlled land, approval/consent from property owners with land adjoining the right-of-way section proposed for vacation must be obtained as they have a vested interest in the access it provides to their land. At this juncture, the Applicant is understood to be the sole owner of land on the west side of the alley. By virtue then of their applying for said vacation, the Applicant has thus obviously provided their *de facto* consent to vacate. The other adjoining property owners (Edmund and Carol Brand) have provided a letter indicating that if the alley is vacated, they would like the eastern half of the same. The Brands' letter provides sufficient cause to affirm their consent to the alley's vacation.

No set criteria govern the appropriateness of a right-of-way vacation request, the decision being left to the discretionary judgment of the authority (in this case the City of Nampa) hearing the request. A need to protect or serve a public or other vital or prevailing interest (e.g., land access) may serve as rationale to reject a vacation proposal.

Opposition to the endeavor of the Applicant has not been raised by neighbors, City departments or outside agencies (see attached correspondence). Staff has no concerns about this request. We note the comments and requirements of City Engineering and other agencies/departments respecting this request (copies of correspondence items are hereafter attached).

Recommendation:

Approve the application request as presented, with conditions (see following section). No proposal exists to vacate any existing easement(s) encumbering the alley.

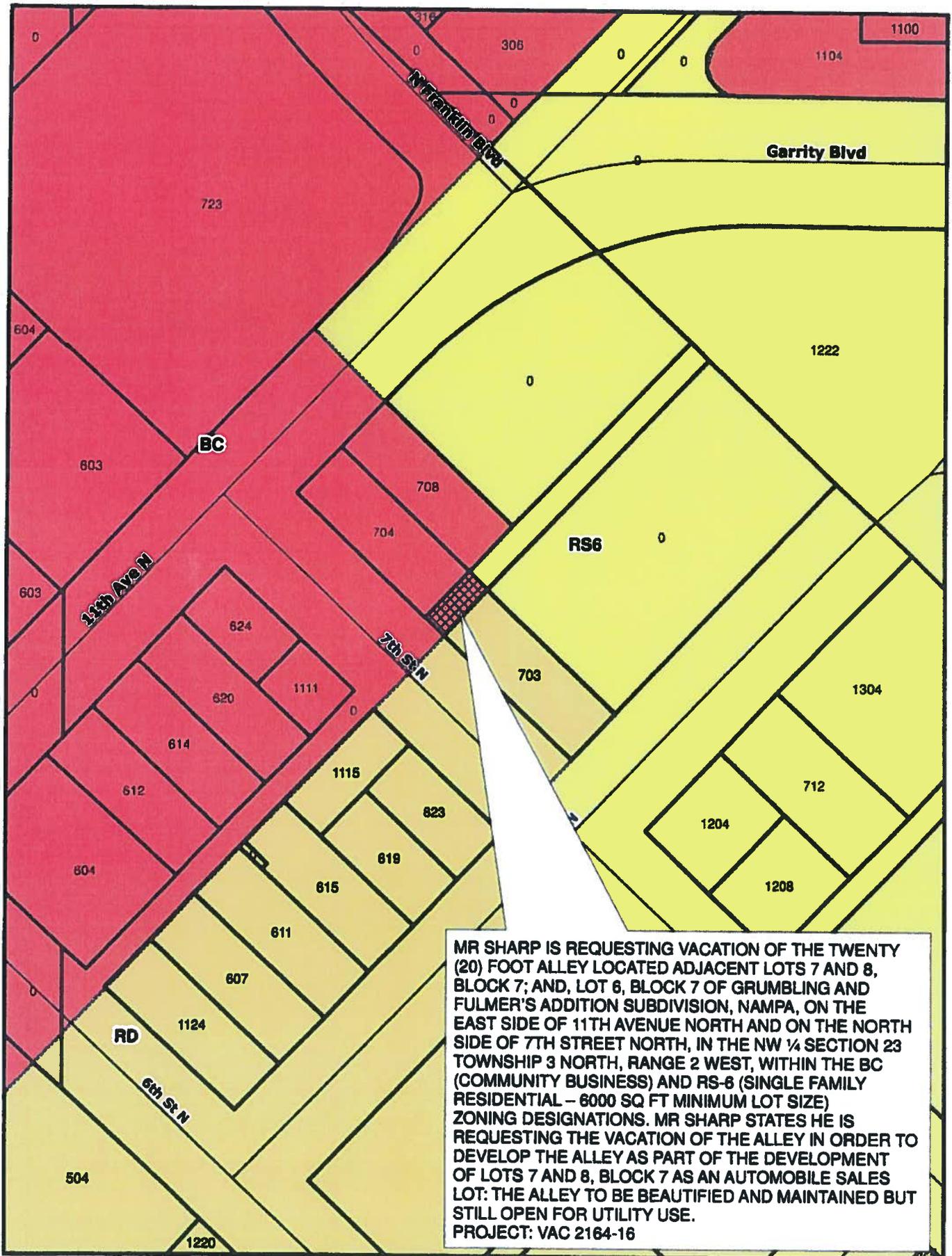
RECOMMENDED CONDITIONS OF APPROVAL

Should the City Council vote to vacate the land(s) associated with this application as described in certain documents and by exhibit(s) hereafter attached and made a part of this record, then Staff recommends that the Council condition their approval to vacate on Applicant/application compliance with the following Conditions of Approval:

1. That the City of Nampa, Idaho Power, Intermountain Gas and Cable One be provided a perpetual utility easement over, across and through the vacated portion of the alley for the entire twenty foot (20') width vacated, and, by association;
2. That provision be made to provide City or utility company maintenance crews unimpeded access to the alley (including the vacated portion) during development of the Property -- and in perpetuity thereafter...

ATTACHMENTS/EXHIBITS

- Copy(ies) of zoning Vicinity Map, Vacation Application form, aerial photo, Applicant's narrative, copies of any agency/owner/citizen correspondence, etc. (pages/Exhibits 3+)





APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT
City of Nampa, Idaho

4/4 cc
2/20/16

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: Lyan Sharp Phone: 447-9430
Address: 909 2nd St. S. City: Nampa State: ID Zip Code: 83651
Applicant's interest in property: (circle one) Own Rent Other _____
Owner Name: Lyan Sharp Phone: _____
Address: _____ City: _____ State: _____ Zip Code: _____

Address of subject property: 704 11th Av. N. Nampa 83697
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 Grumbling + Fulmers Lot 7 Block 7 Book 1 Page 14
- 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:

I would like to develop the alley as part of the development project of new building + Auto Sales lot proposed to P+Z. The alley will be vacated + maintained but still open for utility use.

Dated this 4th day of March, 20 16

[Signature]
Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa City Council. If the Council desires it may refer the application to the Planning Commission for its recommendation. If the application is recommended for approval the City Council shall hold a public hearing.

Written notice of the public hearing shall be sent to all property owners within 300 feet of the boundaries of the proposed vacation by certified mail with return receipt, at least 10 days prior to the date of the public hearing. Notice shall also be published once a week for 2 successive weeks in the Idaho Press-Tribune, with the last publication at least 7 days prior to the hearing. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:	
File Number: VAC <u>2164</u> - 20 <u>16</u>	Project Name: <u>Vacation of Easement @ 704 11th Ave North</u>



March 8, 2016

To Whom It May Concern,

This letter is to the City of Nampa regarding the vacation of the easement between our property at 703 12th Ave. N. and the property at 704 and 708 11th Ave. N., owned by Lynn Sharp. We are interested in owning our half of this easement should it be vacated by the city.

Please keep us apprised of developments in this matter. We can be reached by phone at: (208) 834-2086.

Thank you for your consideration,

Edmund and Carol Brand

15507 Bates Cr. Rd.

Oreana, ID 83650



March 11, 2016

City of Nampa
Attn: Robert Hobbs, Assistant Planning Director
411 3rd Street South
Nampa, Idaho 83651

Re: Petition/Application for Vacation of Alleyway Northeast of 7th Street North, between 11th Avenue North and 12th Avenue North, City of Nampa, Canyon County, Idaho.

Dear Mr. Hobbs:

Idaho Power has reviewed an application for street vacation for the above-referenced property, as provided by Sharp Commercial Development LLC, and submits this letter of comment in response.

Idaho Power does maintain overhead facilities within the subject area. In this regard, any vacation of the street must be subject to, and preserve Idaho Power's rights of ingress and egress to/from its facilities, to install new facilities, or to repair, replace, maintain or otherwise modify any existing facilities in the subject alley.

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 alleyway, should the City of Nampa approve the requested vacation.

Idaho Power thanks you for providing the opportunity to comment on the vacation petition/application.

Sincerely,

A handwritten signature in black ink that reads "Mary K. Alandt".

Mary K. Alandt
Associate Real Estate Specialist
Land Management and Permitting Department
(208) 388-2699
malandt@idahopower.com



2921 CALDWELL BOULEVARD
NAMPA, ID 83651-6499
www.intgas.com

March 23, 2016

City of Nampa Planning & Zoning
411 3rd St South
Nampa, ID 83651

RE: VAC 2164-16

To whom it may concern:

Intermountain Gas Company has received the request to vacate the "twenty (20) foot alley located adjacent lots 7 & 8, Block 7 and Lot 6 Block 7 of Grumbling and Fulmer's Addition Sub, Nampa, on the east side of 11th Ave North and on the north side of 7th Street North, in the NW ¼ section 23 T 3 North, Range 2 W". After review, Intermountain Gas finds the vacation request acceptable if the utility easement is retained for our existing utilities.

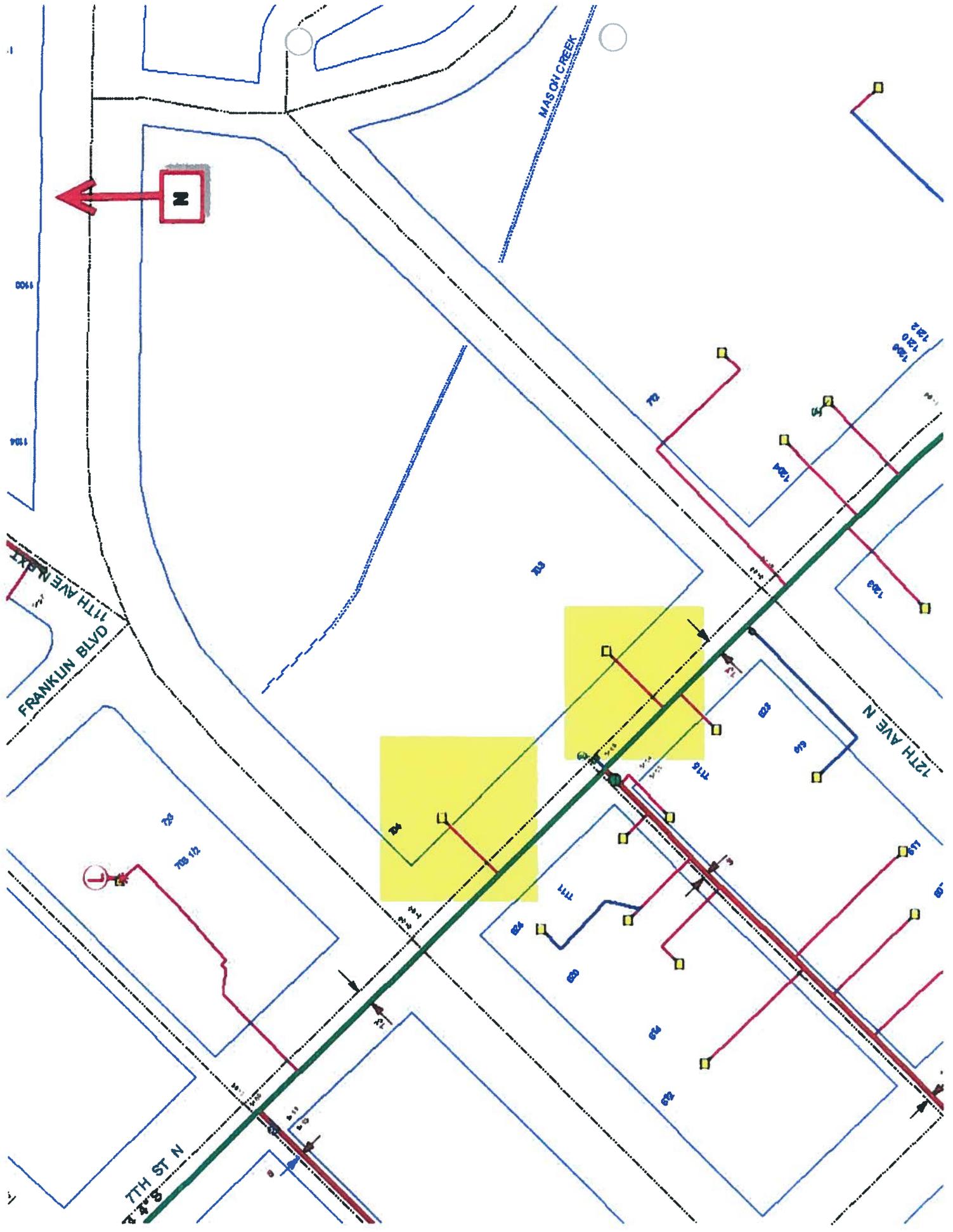
Enclosed is a drawing of the gas facility in the area, if there any questions please call Ben Melody at 208/468-6721. Thank you for your time and consideration in this matter.

Sincerely,
Intermountain Gas Company

Greg Watkins
Operations Manager

GW/jm

Enclosure





Norman L Holm,

This letter is response to the proposed vacation of easement. Project: VAC 2164-16. Currently we have our cable on Idaho Power poles in this easement. We don't want to vacate this easement. If we have to vacate the easement then we will not be able to provide service to these properties.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Anderson".

Joe Anderson
Field Technical Supervisor
Cable One
2101 East Karcher RD.
Nampa, Idaho 83687
(208) 455-5555

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 23, 2016

Rev:

Re: Vacation of a public alley adjacent to 704 & 708-11th Avenue North

Applicant: Lynn Sharp

Applicant Address: 909-3rd Street South

Property Address: 704 & 708-11th Avenue South

VAC2164-16 for the April 4, 2016 City Council Meeting

Owner is desirous to vacate the alley adjacent to 704 & 708-11th Avenue North (lots 7 & 8 block 7 of Grumbling & Fulmer's Subdivision). Vacation request is to allow the owner to provide additional property to build on and develop.

At present there are City sewer, water and pressure irrigation mains within the alley.

In regards to the vacation of the alley, the Engineering Division's recommendation for approval of the request is conditioned on the following:

- That the entire 20 –foot width to be vacated be retained as an easement.

Shellie Lopez

From: Juan Vergara
Sent: Tuesday, March 15, 2016 11:25 AM
To: Marlen Salinas
Cc: Shellie Lopez
Subject: CC16-000015

P/Z inspection VAC 2164-16 NO code violations at this time.

Juan V.

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

From: Neil Jones
Sent: Tuesday, March 15, 2016 10:59 AM
To: Shellie Lopez
Subject: RE: Vacation of Alley adjacent to 704 & 708 11th Ave N/ Lynn Sharp VAC 2164-2016

Building Department has no conditions at this time.

Neil Jones

From: Shellie Lopez
Sent: Tuesday, March 15, 2016 10:41 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>; Eric Skoglund <skoglundl@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooksj@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: Vacation of Alley adjacent to 704 & 708 11th Ave N/ Lynn Sharp VAC 2164-2016

VAC 2164-16:

Lynn Sharp has requested a vacation of the alley adjacent to 704 & 708 11th Ave. N. The property is located within a BC (Community Business) zoning district, 23-3N-2W NM Grumbling Fulmer Subdivision, lots 7 & 8 of block #7. The requested Alley Vacation is to develop the alley as part of the development project of the new building.

The Vacation application is scheduled as a public hearing item on the City Council agenda of April 04, 2016.

Please find attached the VAC 2164-16 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to March 23, 2016.

Thank you & have a great day!

Christopher Daly

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, March 22, 2016 2:34 PM
To: Christopher Daly
Subject: VAC 2164-16

Good Afternoon Christopher,

The Nampa Highway District #1 has no objection to the vacation of the 20' alley located adjacent lots 7 and 8, Block 7; and Lot 6, Block 7 of Grumbling and Fulmer's Addition Subdivision, Nampa, on the east side of 11th Ave No and on the north side of 7th St. No. for Lynn Sharp, 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



Planning & Zoning Department

Before the Mayor & City Council

April 4, 2016

Staff Report – Public Hearing Item #3

To: Mayor & City Council

Applicant: Boise Rescue Mission / Bill Roscoe

File No: VAC 2162-16

Prepared By: Norman L. Holm

Date: March 29, 2016

Requested Action: Vacation of the 20' Alley located in Block 2 of Young's Addition and Block 100-A of the Amended Plat of Block 100 of Griffith and King's Addition.

Purpose: The adjacent applicant/owner indicates the surface of the alley is in disrepair and the City does not replace alley pavement. The applicant wants ownership of the alley to allow maintenance to proceed.

GENERAL INFORMATION

Status of Applicant: Adjacent property owner

Existing Zoning: RML (Limited Multiple Family Residential)

Location: 304 16th Ave So (Canyon County Account R16835000) on the east side of 16th Ave No, between 3rd St No and 4th St No, within the SW ¼ of Section 23, T3N, R2W, BM.

Size of Vacation Area: Approximately 20' x 300' or 6,000 sq ft

Surrounding Land Use and Zoning:

North- Residential, RML

South- Commercial and Residential, BC & RD

East- Residential, RD

West- Commercial and Residential, BC & RD

Comprehensive Plan Designation: High Density Residential

Applicable Regulations: State law requires the consent of adjoining property owners. The property owner/applicant owns all the property along both sides of the proposed alley vacation.

Description of Existing Uses: The property along both sides of the proposed alley vacation is now being used as off-street parking and a residential facility for the Lighthouse Rescue Mission.

SPECIAL INFORMATION

Planning & Zoning History: Property originally constructed and used as a Church; then OGBAD, Inc. educational programs for at-risk youth; now Lighthouse Rescue Mission.

Public Utilities: 4" water line situated in northerly side of the alley, 3" irrigation line situated in the center of the alley, 8" sewer situated in the center of the alley, Intermountain Gas line situated in the southerly side of the alley, Idaho Power has power poles in the alley area with Cable One cable attached.

Environmental: Approval of the vacation will have no effect on the immediate neighborhood. Boise Rescue Mission owns the entire block along both sides of the proposed alley vacation and the only property owner and mission residents that routinely travel the alley.

Correspondence: As of the date of this staff report the only objection raised by any utility company is from Cable One, and they apparently are not aware of the required condition for the alley vacation will be that easement is retained for all existing utilities.

Building and Engineering Departments do not oppose the alley vacation if easement is retained for existing utilities.

STAFF FINDINGS AND DISCUSSION

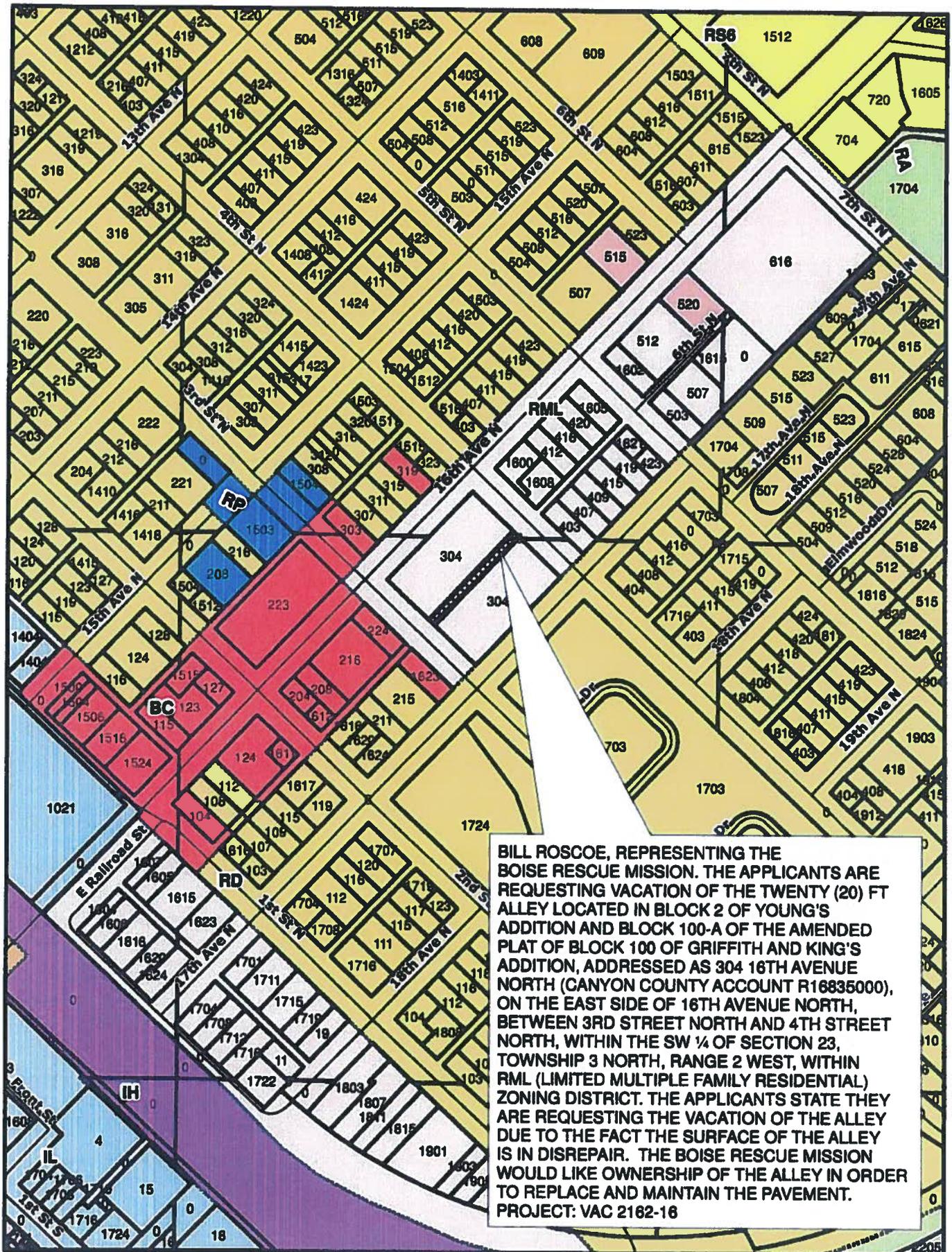
Planning staff sees no reason why the requested alley vacation should not be approved as requested. The applicant owns all property in the block adjacent both sides of the requested alley vacation. It makes sense that they should be able to maintain and improve the alley for their purposes.

RECOMMENDED APPROVAL CONDITIONS

The entire 20' alley width to be vacated is retained as an easement for existing utilities serving area.

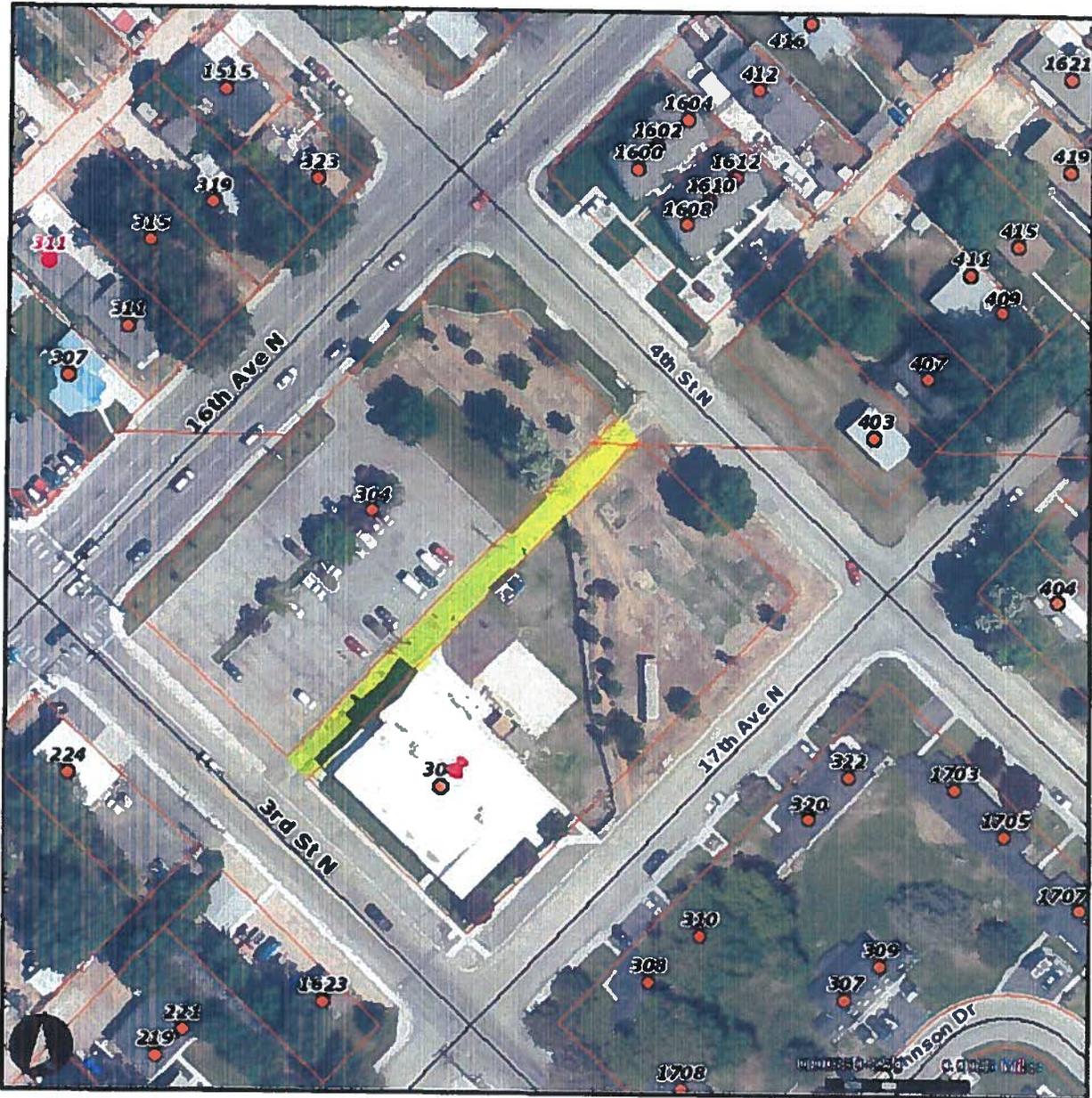
ATTACHMENTS

Vicinity map
Aerial map
Vacation map
Vacation legal description
Application
Agency and other correspondence



BILL ROSCOE, REPRESENTING THE BOISE RESCUE MISSION. THE APPLICANTS ARE REQUESTING VACATION OF THE TWENTY (20) FT ALLEY LOCATED IN BLOCK 2 OF YOUNG'S ADDITION AND BLOCK 100-A OF THE AMENDED PLAT OF BLOCK 100 OF GRIFFITH AND KING'S ADDITION, ADDRESSED AS 304 16TH AVENUE NORTH (CANYON COUNTY ACCOUNT R16835000), ON THE EAST SIDE OF 16TH AVENUE NORTH, BETWEEN 3RD STREET NORTH AND 4TH STREET NORTH, WITHIN THE SW ¼ OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, WITHIN RML (LIMITED MULTIPLE FAMILY RESIDENTIAL) ZONING DISTRICT. THE APPLICANTS STATE THEY ARE REQUESTING THE VACATION OF THE ALLEY DUE TO THE FACT THE SURFACE OF THE ALLEY IS IN DISREPAIR. THE BOISE RESCUE MISSION WOULD LIKE OWNERSHIP OF THE ALLEY IN ORDER TO REPLACE AND MAINTAIN THE PAVEMENT. PROJECT: VAC 2162-16

Map



Address Candidates



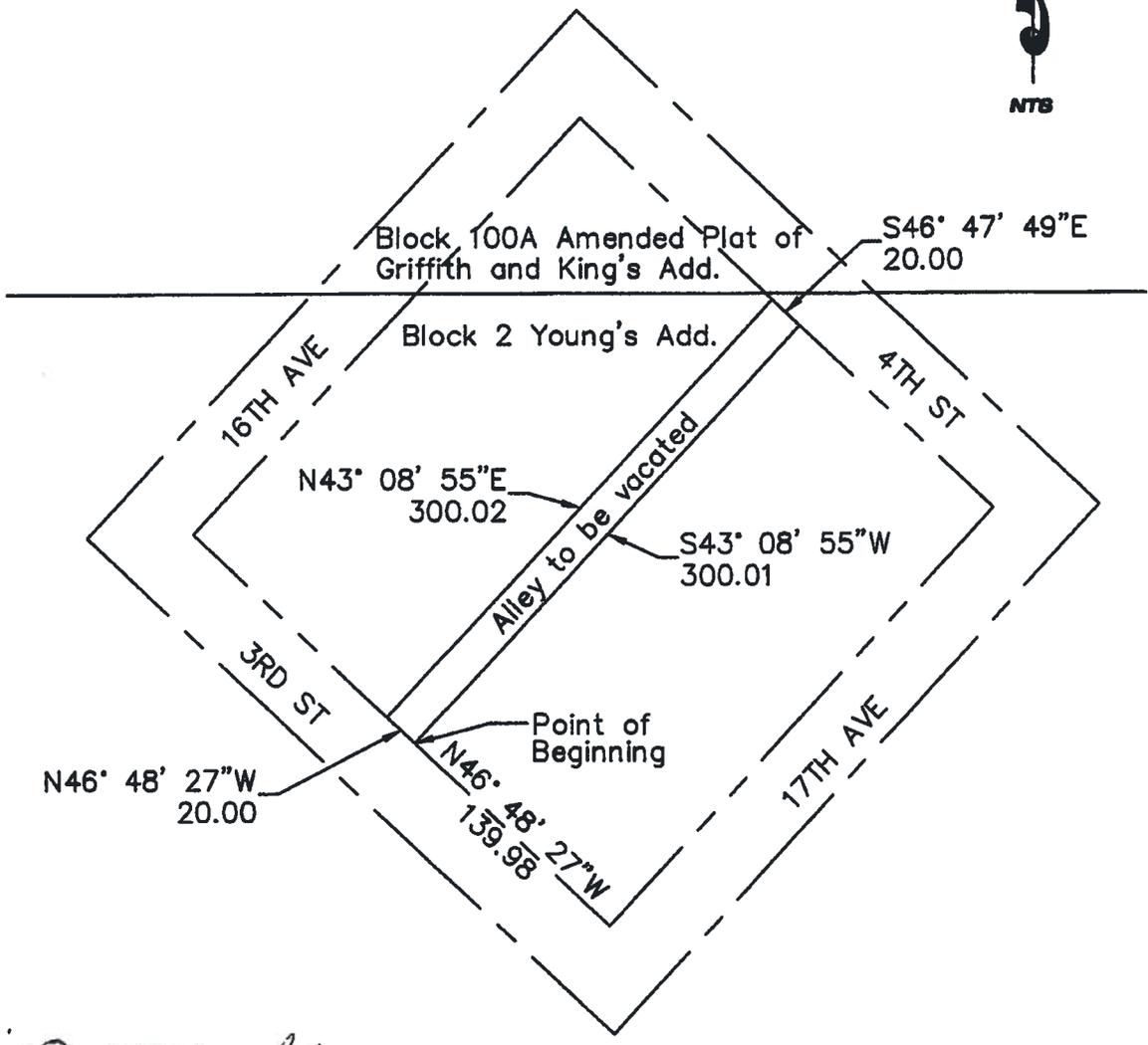
Address Points

- Active
- Hold
- Proposed
- Retired
- Other

County Parcels



"ALLEY EXHIBIT"



Block 2 of Young's Add	
ALLEY TO BE VACATED	
<p>Professional Engineers, Land Surveyors & Planners 828 3rd St. South Nampa, ID 83651 (208) 454-0288 Fax (208) 454-0878</p>	JOB NO. DE0112
	DWG NO. XX
	SCALE: NTS
	FIELD BOOK NO.
DRAWN BY: DH	DATE: 02/26/16
	REV. △



Professional Engineers, Land Surveyors and Planners

826 3RD St. South, Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Boise Rescue Mission
JOB NO.: DE0112
DATE: February 25, 2016

**DESCRIPTION TO VACATE THE ALLEY
IN BLOCK 2 OF YOUNGS ADDITION AND
BLOCK 100A OF AMENDED PLAT OF
BLOCKS 100 GRIFFITH AND KINGS ADDITION**

A parcel of land being a portion of the SW1/4 of Section 23, Township 3 North, Range 2 West, Boise Meridian, Nampa, Caldwell, Canyon County Idaho, more particularly described as follows:

Commencing at the most southerly corner of Block 2 of Young's Addition;

Thence N. 46° 48' 27" W., a distance of 139.98 feet along the southwesterly boundary of said Block 2 to the most southerly point of alley and the **POINT OF BEGINNING**;

Thence N. 46° 48' 27" W., a distance of 20.00 feet along the southwesterly boundary of alley to the most westerly point of alley;

Thence N. 43° 08' 55" E., a distance of 300.02 feet along the northwesterly boundary of alley to the most northerly point of alley;

Thence S. 46° 47' 49" E., a distance of 20.00 feet along the northeasterly boundary of alley to the most easterly point of alley;

Thence S. 43° 08' 55" W., a distance of 300.01 feet along the southeasterly boundary of alley to the **POINT OF BEGINNING**.

This parcel contains 6000 Sq. Ft. more or less.





APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT
City of Nampa, Idaho

44 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: Boise Rescue Mission / Bill Roscoe Phone: 208-461-5030

Address: 304 16th Ave So. City: Nampa State: Id Zip Code: 83687

Applicant's interest in property: (circle one) Own Rent Other _____

Owner Name: Boise Rescue Mission Phone: _____

Address: 304 16th Ave So. City: Nampa State: Id Zip Code: 83687

Address of subject property: 304 16th Ave So. Nampa 83687

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 _____
Alley located in Block 2 of Youngs Addition and Block 100-A of
- List of names, addresses AND written consent of the owners and contract purchasers of all the property adjoining the vacated portion. The amended plat of Blocks 100 Griffith and Kings Addition
- 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:

The surface of the Alley is in Distrepair and the City does not replace pavement in Alley. The mission wants the ownership of the alley to allow maintenance to proceed.

Dated this 1 day of March, 20 16

Bill Roscoe
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: <u>VAC 2162</u> - 20 <u>16</u>	Project Name: <u>Boise Rescue Mission Alley Vacation</u>

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 23, 2016

Rev:

Re: Vacation of a public alley adjacent to 304-16th Avenue North

Applicant: Boise Rescue Mission-Bill Roscoe

Applicant Address: 304-16th Avenue North

Property Address: 304-16th avenue North

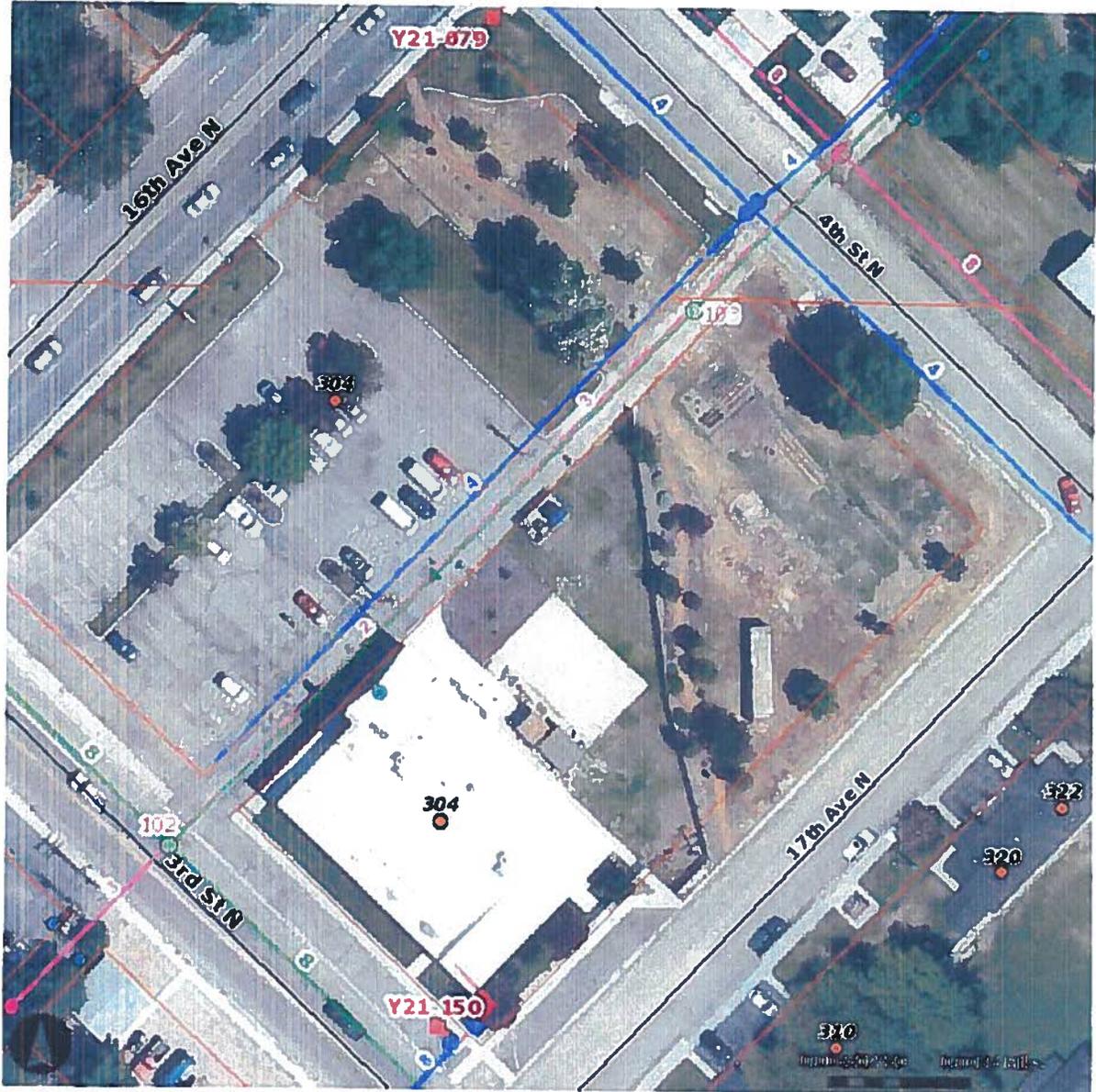
VAC2162-16 for the April 4, 2016 City Council Meeting

Owner is desirous to vacate the alley in block 2 of Young's addition and block 100A of the amended plat of block 100 Griffith and Kings Addition to Nampa. Vacation request is to allow the Mission to replace the deteriorated paved alley surface.

At present there are City sewer, water and pressure irrigation mains within the alley.

In regards to the vacation of the alley, the Engineering Division's recommendation for approval of the request is conditioned on the following:

- That the entire 20 –foot width to be vacated be retained as an easement.



Christopher Daly

From: Melody, Ben <BEN.MELODY@intgas.com>
Sent: Tuesday, March 22, 2016 9:40 AM
To: Christopher Daly
Subject: RE: Notice of Public Hearing Vacation

Christopher,

Intermountain Gas Co. has a 2" gas main currently running down this alley has been there since the early 60's We have no issue on the city vacating the alley providing a provision for utilities to maintain their easements, Is included in the vacation.

Ben Melody
Intermountain Gas Co.

From: Christopher Daly [<mailto:dalyc@cityofnampa.us>]
Sent: Monday, March 21, 2016 3:43 PM
To: awestfall@nsd131.org; bocc@canyonco.org; Kristen.baumchen@vallivue.org; gwiles@nampachristianschools.com; pnilsson@canyonco.org; bob.parsons@phd3.idaho.gov; Tim.Wright@phd3.idaho.gov; bhamlin@designwestid.com; tfuller@compassidaho.org; djohnston@idahopower.com; lbishop@idahopower.com; cgrant@nmid.org; nmid@nmid.org; mark@pioneerirrigation.com; deerflat@fws.gov; eddy@nampahighway1.com; Nick@nampahighway1.com; chopper@canyonhd4.org; Mansell, Jessica; Taylor, Monica; Melody, Ben; Ron Johnson; Melissa Close; Brent Hoskins; Reggie Edwards; Richard Davies; Eric Skoglund; Jennifer Yost; Phillip Roberts; malandt@idahopower.com
Subject: Notice of Public Hearing Vacation

*** This is an EXTERNAL email. Exercise caution. ***

**CITY OF NAMPA, IDAHO
NOTICE OF PUBLIC HEARING
REGARDING PROPOSED VACATION OF ALLEY RIGHT OF WAY**

PROJECT: VAC 2162-16

Notice is hereby given that on **Monday, April 4, 2016 at the hour of 7:00 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 **Bill Roscoe, representing the Boise Rescue Mission.**

The applicants are requesting Vacation of the twenty (20) ft alley located in Block 2 of Young's Addition and Block 100-A of the Amended Plat of Block 100 of Griffith and King's Addition, addressed as 304 16th Avenue North (Canyon County Account R16835000), on the east side of 16th Avenue North, between 3rd

Street North and 4th Street North, within the SW ¼ of Section 23, Township 3 North, Range 2 West, within RML (Limited Multiple Family Residential) zoning district.

The applicants state they are requesting the Vacation of the alley due to the fact the surface of the alley is in disrepair. The Boise Rescue Mission would like ownership of the alley in order to replace and maintain the pavement.

You are invited to attend said public hearing or submit written response to the office of the Planning Director, 411 3rd St So, Nampa, Id 83651, or telephone 468-5484 for more information.

Dated this day 14th day of March, 2016.

CITY OF NAMPA, Norman L Holm, Planning Director

Publish: Friday March 18 and Friday, March 25, 2016

Project VAC 2162-16

**Christopher Daly
Planner I
Nampa Planning and Zoning
1(208)468-5406
dalyc@cityofnampa.us**

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



2921 CALDWELL BOULEVARD
NAMPA, ID 83651-6499
www.intgas.com

March 23, 2016

City of Nampa Planning & Zoning
411 3rd St South
Nampa, ID 83651

RE: VAC 2162-16

To whom it may concern:

Intermountain Gas Company has received the request to vacate the "twenty (20) foot alley located in Block 2 of Young's Addition and Block 100A of the Amended Plat of Block 100 of Griffith and King's Addition, addressed as 304 16th Ave North (R16835000), on the east side of 16th Ave North, between 3rd St North and 4th St North, within the SW ¼ of Section 23, T3N, R2W". After review, Intermountain Gas finds the vacation request acceptable if the utility easement is retained for our existing utilities.

Enclosed is a drawing of the gas facility in the area, if there any questions please call Ben Melody at 208/468-6721. Thank you for your time and consideration in this matter.

Sincerely,
Intermountain Gas Company

Greg Watkins
Operations Manager

GW/jm

Enclosure

Christopher Daly

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, March 22, 2016 2:31 PM
To: Christopher Daly
Subject: VAC2162-16

Good Afternoon Christopher,

The Nampa Highway District #1 has no objection to the vacation of the 20' alley located in block 2 of Young's Addition and Block 100-A of the Amended Plat of Block 100 of Griffith and King's Addition addressed as 304 16th Ave. No. on the east side of 16th Ave no. between 3rd and 4th St. No. for Bill Roscoe, representing the Boise Rescue Mission, 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



Norman L Holm,

This letter is response to the proposed vacation of easement. Project: VAC 2162-16. Currently we have our cable on Idaho Power poles in this easement. We don't want to vacate this easement. If we have to vacate the easement then we will not be able to provide service to these properties.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Anderson".

Joe Anderson
Field Technical Supervisor
Cable One
2101 East Karcher RD.
Nampa, Idaho 83687
(208) 455-5555

Shellie Lopez

From: Juan Vergara
Sent: Wednesday, March 09, 2016 2:06 PM
To: Marlen Salinas
Cc: Shellie Lopez
Subject: CC16-000005

P/Z inspection **Vac 2162-16** NO code violations 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.

Shellie Lopez

From: Neil Jones
Sent: Thursday, March 10, 2016 7:37 AM
To: Shellie Lopez
Subject: RE: VAC 2162 16 Vacate alley for 304 16th Ave N./Boise Rescue Mission

Building Department has no conditions on this vacation of the alley.

Neil Jones

From: Shellie Lopez
Sent: Tuesday, March 08, 2016 5:07 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>; 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: VAC 2162 16 Vacate alley for 304 16th Ave N./Boise Rescue Mission

Good Afternoon!

VAC 2162-16:

Bill Roscoe on behalf of The Boise Rescue Mission has requested to vacate the alley in block 2 of Young Addition and block 100A of Amended plat of block 100 Griffith & Kings Addition. The property is located at 304 16th Ave. No. and is within a RML (Limited Multiple-Family Residential) zoning district.

The requested Alley Vacation is to allow the Boise Rescue Mission as the property owner to replace and maintain the pavement.

The Vacation application is scheduled as a public hearing item on the City Council agenda of April 04, 2016.

Please find attached the VAC 2162-16 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to March 23, 2016.

Thank you & have a great day!

VAC filed 2/20/16



March 25, 2016

City of Nampa
Norman L. Holm, Planning Director
411 3rd Street South
Nampa, Idaho 83651

Re: The petition to vacate the alleyway located in Block 2 of Young's Addition within the SW¼ of Section 23, Township 3 North, Range 2 West, City of Nampa, in Canyon County, Idaho.

Dear Mr. Holm,

Idaho Power has reviewed an application to vacate the area referenced above, as provided by Boise Rescue Mission, and submits this letter of comment in response.

Our records indicate that Idaho Power Company does maintain facilities within the subject right-of-way area and must retain all existing rights thereof. In this regard, any vacation of the proposed location must be subject to, and preserve Idaho Power's rights of ingress and egress to/from its facilities, to install new facilities, or to repair, replace, maintain or otherwise modify any existing facilities in the subject road right of way.

Please consider this comment letter a written request for a copy of the recorded resolution of the City Council'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.

Best regards,

A handwritten signature in blue ink that reads "Mary K. Alandt".

Mary K. Alandt
Easement Specialist
Land Management & Permitting
Phone: (208) 388-2699
Email: malandt@idahopower.com

cc: Boise Rescue Mission