**City of Nampa**
**Regular Council Meeting**
**April 18, 2016**
**REGULAR COUNCIL WILL START AT 6:30 P.M.**
**PUBLIC HEARINGS START AT 7:00 P.M.**

**Call to Order and Pledge to Flag**
**Invocation – Bishop Nyal Fuhriman – Nampa LDS 5thWard**
**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 April 4, 2106, Special Council Meeting of February 18, 2016; Airport Commission Meeting; the Nampa Bicycle and Pedestrian Advisory Committee; 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) Linden Ridgevue Subdivision (East of Madison Rd and Adjacent & East of Ridgevue High School) for Gene Ulmer Representing the LDS Church
5) Authorize Public Hearings
   a) Extending the Current Area of City Impact Boundary & Swapping Parts of the Current Impact Boundary with the City of Caldwell
   b) Modification of Annexation/Zoning Development Agreement Between Patrick Scheffler/Shady Grove, LLC & City of Nampa
   c) Annexation & Zoning to RS-7 For Connection to Sewer at 2714 E Amity Avenue for Michael McCarver
   d) Annexation & Zoning to RA for Connection to Pressure Irrigation at 80 N Sugar Street for Lori & Victor Cordell
   e) Comp Plan Amendment, Future Land Use Map Amendment and Annexation & Zoning for 1906 S Powerline Road for Mark & Sheri Murray
6) Authorize to Proceed With Bidding Process
   a) WWTP Drying Bed & Drying Pad Repair Project
   b) Phase 1 for Midway Park
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**
Veteran's Therapeutic Garden – Carla Berg
Family Justice Foundation – Criselda De La Cruz & Kelly Gibson

**Staff Communications**
Building Safety Month – Patrick Sullivan
Staff Report – Michael Fuss

**Unfinished Business**

1) Second 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
2) Second 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
3) First Reading of Ordinance Vacating 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
4) First Reading of Ordinance Vacating the 20 ft Alley Located at 304 16th Avenue N for the Boise Rescue Mission

**New Business**

1) Request to Award the Bid for Pressure Irrigation Quality Upgrades Project to Irminger Construction
2) Authorize Mayor to sign Subrecipient Agreement for Grant ID-90-X136 with VRT
3) Authorize Mayor and Public Works Director to sign Task Order and Contract for Professional Services between the City of Nampa and Paragon Consulting for the Bike and Ped Network Improvements near Downtown Project (Needs Approval of Previous Item)
4) Authorize Mayor to sign the Subrecipient Agreement Amendment with VRT for the Nampa High School/Lake Lowell Ave. Roadway & Pedestrian Improvements, Skyview High School/Greenhurst Rd. Multimodal Improvements, Skyview High School/Powerline Rd. Multimodal Improvements, Centennial Elementary/Lk. Lowell Ave. Multimodal Improvements, and Iowa Elementary/Iowa Ave. Multimodal Improvements
5) Authorize Mayor and Public Works Director to sign the Task Order for Professional Services between the City of Nampa and Paragon Consulting for the Nampa High School/Lake Lowell Ave Roadway & Pedestrian Improvements and Skyview High School/Greenhurst Rd Multimodal Improvements (Needs Approval of Previous Item)
6) Request Council to Authorize the Bid Award for Video Teleconferencing Equipment to Neurilink
7) Request Authorization for the Family Justice Center to Apply for a Grant From the Council on Domestic Violence
8) First Reading of Ordinance Enacting Title 7, Chapter 1, Section 07-01-11, Relating to Speed Restrictions on City Streets and the Penalty for Violations
9) Summary of Publication for Preceding Ordinance
10) Resolution to Dispose of Property for the Police Department
11) Authorize Mayor and Parks & Recreation Director to Sign an Agreement with Acco Engineered Systems for the Amount of $172,500 to Complete the Senior Center HVAC and Roofing Project
12) Request for a Subdivision Design Exception in Order to Allow a 6'Vinyl Fence Along a Waterway in Lieu of a 6' Chain Link Fence as Normally Required by Code

**Public Hearings**

1) Reconsideration of City Council Denial of Annexation and Zoning to RS 7 for 178.41 acres at 8142 W Ustick Rd, 17535 Star Rd, 17547 Star Rd, and three parcels addressed as 0 Star Rd for Engineering Solutions, LLP representing Star Development, Inc
2) Annexation and Zoning to RS 6 for 2208 Sunny Ridge Rd for Nathan Pyles
3) Annexation and Zoning to RMH for a 99-bed Skilled Nursing Facility at 820 and a portion of 1002 N Happy Valley Rd for Zoke, LLC – Nate Hosac

**Adjourn**

**Next Meeting**

- ***Regular Council at 6:30 p.m. – Monday, May 2, 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
April 4, 2016

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

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

**MOVED** by Haverfield and **SECONDED** by Skaug to **approve** the **Consent Agenda with the above mentioned amendments; Regular Council Minutes of March 7 & 21, 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) Extending the boundary of the current Area of City Impact for the City of Nampa, Idaho. In order to create a more logical boundary consideration will be given to swapping part of the current Area of City Impact boundary with the City of Caldwell. a) The Nampa Area of City Impact swap areas as follows: Area 1 from Caldwell to Nampa for the northern part of the parcel addressed as 9792 Ustick Rd containing 36 acres more or less, Area 2A from Caldwell to Nampa at the intersection of Middleton Road and Laster Lane containing 26 acres more or less, Area 2B from Nampa to Caldwell at the intersection of I-84 and N Middleton Rd containing 64 acres more or less, Area 3 from Nampa to Caldwell at the southeast comer of Midway Road and E Homedale Rd containing 39 acres more or less, and Area 4 located at the southwest comer of Karcher Rd and Midway Rd containing 33.5 acres more or less. b) The Nampa Area of City Impact Boundary extension areas as follows: Area 5 on the west containing 3.62 square miles more or less, and Area 6 on the south containing 1.24 square miles more or less; 2) Annexation and Zoning to RS-6 for 2208 Sunny Ridge Rd. (A .66 acre or 28,954 sq ft portion of the SE ¼ Section 34 T3N R2W BM, Tax 14 less road) for Nathan Pyles; 3) Annexation and Zoning to RMH and Conditional Use Permit for a 99-bed Skilled Nursing Facility at 820 and a portion of 1002 N Happy Valley Rd. (A 4.536 acre parcel ofland being situated in a portion of Lots 1 and 2 of Orchalara Heights in the SW ¼ of Section 18 T3N R2W BM) for Zoke, LLC-Nate Hosac; **Authorization to Proceed with the Bidding Process**: 1) Lift Station #3 Upgrades Project; and **2015-2016 Licenses**: (all licenses subject to police approval): **Aces Place**, 1652 Garrity Boulevard, on-premise beer, wine and liquor; **Nampa Civic Center** - (Sodexo), 411 3rd Street South, on-premise beer, wine and liquor; **Ford Idaho Center** – Sodexo, 16200 Idaho Center, on-premise beer, wine and liquor; **La Botana**, 1512 1St Street South, on-premise beer; **Firehouse Sports Pub**, 1515 North Midland Boulevard, on-premise beer, wine and liquor; **The Olive Garden Italian Restaurant**, 16401 North Market Place, on-premise beer, wine and liquor; **Airport Inn**, 3111 Garrity Boulevard, on-premise beer and liquor; **Monkey Bizness**, 724 1st Street South, on-premise beer, wine and liquor; **Jacksons #144**, 11950 West Karcher Road, off-premise beer and wine; **Jacksons #117**, 4315 Garrity Boulevard, off-premise beer and wine; **Jacksons #85**, 612 Northside Boulevard, off-premise beer and wine; **Jacksons #62**, 100 Caldwell Boulevard, off-premise beer and wine; **Jacksons #61**, 927 Caldwell Boulevard, off-premise beer and wine; **Jacksons #60**, 224 22nd Avenue South, off-premise beer and wine; **Jacksons #59**, 2513 Caldwell Boulevard, off-premise beer and wine; **Jacksons #5**, 1407 Franklin, off-premise beer and wine; **Pete's Tavern**, 11 12th Avenue South, on-premise beer and wine; **Gem Stop #20**, 1520 South Middleton Road, off-premise beer and wine; **Gem Stop #32**,

111 South Midland Boulevard, off-premise beer and wine; **Gem Stop #15**, 1604 2nd Avenue South, off-premise beer and wine; **Gem Stop #11**, 4624 Amity Avenue, off-premise beer and wine; **Gem Stop #10**, 323 Caldwell Boulevard; off-premsie beer and wine; **Gem Stop #8**, 1400 Franklin Boulevard, off-premise beer and wine; **Chapala Mexican Restaurant III**, 2117 12th Avenue Road, on-premise beer, wine and liquor; **approval of the agenda.** The Mayor asked for a roll call vote with all Councilmembers present voting **YES.** The Mayor declared the

MOTION CARRIED

Morgan Treasure explained that she is representing both the Downtown Nampa Community Association and the coordinator for the BID #2. She took the position in October and one of the first things that I did when I can in was take a look at where things stood and it became very clear to me that we needed to some separation to get things back into good functional and legal order with the Downtown.

We have two organizations the Downtown Nampa Community Association which is a 501C3 and the home of the Main Street America Program and BID Disctric #2 which is a 501C6 organization that represents the merchants within the BID District.

On the Downtown Nampa Community Association (DNCA) we have had amazing success since we started doing our public outreach campaign, notifying the public that we were going to be splitting the boards and looking for community imput. The size of the four committees that are the function of the Main Street Program have at least doubled and most of them have tripled. The four committees are design, promotion, organization and economic vitality.

The Design Committee is doing what they have normally done in years past they have all of the flowers ordered for the spring. They are working with the National Association of Realators to put together a place making grant that we can use for the phase II design and implementation for Lloyds Square park project. That will fund things like benches, shade canopies.

The Promotions Committee has set their calendar for the year, we are going to be doing the 4th Friday events, Halloween, Christmas Tree lighting and then helping things like the Snake River Stampede and other community events from the other organizations.

The Organization Committee has been working on the final details of the organizational split between the BID and the DNCA. They have been doing the 501C3 application and workignon the budget finanes.

The Economic Vitality Committee has done amazing things. That is a group of people that have really come together and have a lot of really important things to say for downtown. It is current business owners, current property owners, contractors, commercial real estate brokers. Everybody that you need in the room if you are going to talk about developing the downtown. They have taken a map and gone through parcel by parcel and identified what buildings need to be preserved, what building are tear down projects, what kind of use would go best where and where the best usage for more public projects like parking structures.

The request that the DNCA has for the City and Council is that we really need to get the appropriate people in the room to talk about the Cities financial contributions to the Downtown Nampa Community Association. The only thing that we currently have in our budget is the inkind that was put together when downtown requested AmeriCorps VISTA and it is just the inkind office support and I know from being there as long as I have that there much more that the City is putting in than just my office and supplies. We just need to include all of that in our budget so I need numbers to use in our Main Street report annually. The more dollars that we can show that the City is contributing the better balanced our budget looks.

Nampa BID #2 Accounts Remediation and Collections Policy (adopted FY 16-17)

In order to efficiently and effectively administrate the collection of BID assessments, the BID Treasurer, with input from the BID Coordinator and City staff representative recommend that a Uniform Collections Policy be adopted and enforced beginning with Ql of the BID 16-17 fiscal year (beginning April 1, 2016). The recommendations are as follows:

**Past-Due Accounts Remediation Plan:**

- Any balance from a businesses determined to be closed and no longer in operations at any other locations are to be written off
- Balances from businesses previously located in the BID boundary, but are found to still be in operation elsewhere, will be sent the third party collections for any time they were operating within the BID boundary.
- Balances from current BID businesses who are more than 4 quarters past due will be sent to third party collections
- Balances from current BID businesses from 2012 or before will be forgiven if the member has shown a consistent payment record for 2013-current
- Any balance that can be proven to be paid via cancelled check, bank statement or other reasonable proof-of-payment will be adjusted immediately

**Uniform Collections Policy:**

- BID fees are assessed annually, per Nampa City ordinance (most current ordinance 1946 & 2647). The BID accepts payment for BID assessments annually or quarterly based on the preference of the business owner.
- BID payments will be applied to the invoice they are returned with. In the event no invoice is present, payment shall be applied to the oldest balance due.
- Any balance that can be proven to be paid via cancelled check, bank statement or other reasonable proof-of-payment will be adjusted immediately
- All accounts more than 2 quarters past due will be sent to third party collections.
- Accounts in danger of being sent to collections will receive a Warning Notice (1 quarter past due) and a Final Notice (2 quarters Past Due) with their regular quarterly billing. Businesses who have opted for Annual billing will receive a Warning Notice (3 months past due) and a Final Notice (6 months past due).

- All contacts with a delinquent business owner regarding accounts in collections shall be handled through the BID's collection agency. Neither the Coordinator nor any BID officer or director shall discuss the collection of the amount directly with a business owner after it has been turned over to the BID's collection's agents or their attorneys unless one of the collection agency's attorneys is present or has consented to the contact.

Council asked the question is the BID working?

Yes the BID is working and we have a lot of work to do. Downtown Nampa is in a really funny situation right now. I get 3 to 5 calls every week from business that we would love to have in our Downtown that only want to come to Nampa if they can be in the downtown and I don't have anywhere to put them. On the other hand I have developers that can't get into buildings at a price right now because our lease rate is little bit artificially low and so the more that we can do to encourage an elevation of the image of our downtown the quicker that the problem will sort itself out. The BID money is the only consistent funding mechanism that we have to do that.

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

**2016 Presurized 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 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.

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

Matt Stoll, COMPASS Executive Director presented a request that they are working with ITD on. ITD has a identified a project I-84 in Canyon County form Northside Boulevard to Franklin Boulevard in associated interchange improvements for federal grants. The reason that they are going to pursue federal grants as you may be aware the Idaho Transportation Department Board has taken a policy with the funds that they have that the funds are going to go towards maintenance toward the existing system that we have and then new funds that are received through the 2015 legistlative session (gas tax inreases, registration fee).

Any expansion projects that we would like to do have to be through competitive grants through the federal program.

We have identified that I-84 is our top priority out of 33 unfunded coridors in the valley. It is a $818M dollar project that we are needing to do. However, the project that we are talking about that is relevant today is actually is a smaller segment and we are pursuing two separate grants. One is TIGER and the other FASTLANE both of them are federal competive grants. The TIGER Grant is scaled back to make it competitive and it is a grant application for $45.4M dollars and then the FASTLANE application that we are going to pursue is a $98M dollar application.

The segment that we are talking about is inclusive of the FASTLANE. We don't assume that we are going to get both grants. However, the FASTLANE incorporates the improvements that we have identified in the TIGER grant. We are pursuig two different grants hoping that we will be able to fund the entire project. Quite frankly if we are able to get the $45M dollar we will consider that a victory for this year.

Last year we came to you when we applied for the TIGER Grant and asked for a commitment of local match for the project. ITD is commiting to provide a least 20% match. When we debriefed on application last year we were informed that 20% match is the minimum amount that they are looking for in evaluating projects and anything above and beyond that is considered to be positive and in favor of your application. We look at applications that have gone across the country that has been 99% local match to a 1% federal funds, others are just meeting the minimum of 20%. The key thing that we need is looking at having monitary support but also written support for our applications.

Last year you submitted a letter to us for amount a million dollars spread out over three years for the project. We are looking for is the extension of that letter of support rotating that to another three years and specifying that you are supporting the departments application for the TIGER Grant and the FASTLANE application.

The projects have to be shovel ready so these projects that we have identified in the short segment from Northside Boulevard to Franklin Boulevard will be completed if we get the funding by August of 2019.

Mayor Henry did a quick overview of what was requested from the Council.

Councilmember Bruner asked questions.

**MOVED** by Haverfield and **SECONDED** by White to **authorize** the **Mayor** to **provide letter of support & commitment of match** of a million dollars for I-84 Project from Northside Boulevard to Franklin Boulevard & Associated Improvements for TIGER & FASTLANE Grants 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 **variance** to the required setbacks in the BC zoning district for **704 11th Avenue North** and **708 11th Avenue North** (Lots 7 and Lot 8, Block 7 of Grumbling and 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, to allow a reduction down to 10 ft along the front - 11th Avenue North property line, and 3 foot 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, for **Lynn Sharp**.

Lynn Sharp presented the request.

Assistant Planning and Zoning Director Robert Hobbs presented a staff report explaining that the request was 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)…

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 Discussions**

I. Variance Introduction: Variances 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. <u>This Application:</u> 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. <u>General, Possible Findings:</u>

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 "Familian 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…

Councilmembers asked questions of staff.

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

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

MOTION CARRIED

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

MOTION CARRIED

Julia Barretane 607 6th Street presented questions concerning the variance.

Lynn Sharp presented a rebuttal to questions presented.

**MOVED** by Bruner 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 Skaug to **amend the request for variance** to the required setbacks in the BC zoning district for **704 11th Avenue North** and **708 11th Avenue North** to allow a reduction down to 15 foot along the front - 11th Avenue North property line, and 3 foot 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, for **Lynn Sharp** with the conditions. 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 **vacation** of the **20 foot alley** located adjacent Lots 7 and 8, Block 7 and, Lot 6, Block 7 of Grumbling and Fulmer's Addition Subdivision, Nampa (NW ¼ Section 23 T3N R2W BM), on the east side of 11th Avenue North and on the north side of 7th Street North, within the BC and RS-6 zoning designations. The Vacation of the alley has been requested in order to develop the alley as part of the development of Lots 7 and 8, Block 7 as an automobile dealership: the alley to be beautified and maintained but still open for utility use, for Lynn Sharp.

Lynn Sharp presented the request.

Robert Hobbs presented a staff report explaining that the request is for a vacation 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)…

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…

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

Julia Barretane asked questions on getting into the car lot.

Councilmember Levi asked questions of staff.

Lynn Sharp presented a rebuttal to questions presented.

**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

Councilmember Haverfield asked about the rest of the alley needing vacated.

City Attorney Mark Hilty advised if it was not noticed up that way, I agree with Robert that it would need to come back. It strikes me as there has been an alley there for decades that consists within the middle of a park it is not harming anything and it does have utilities in it so it may be handy to keep it there for that reason for the easement anyway. Because it was not noticed that way I would caution Council against doing it.

**MOVED** by Bruner and **SECONDED** by Haverfield that the **20 foot alley** be **vacated** is **retained** as an **easement for utilities serving the area** on the east side of 11th Avenue North and on the north side of 7th Street North, within the BC and RS-6 zoning designations 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 **vacation** of the 20 foot 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 (SW ¼ Section 23 T3N R2W BM), addressed as 304 16th Avenue North, on the east side of 16th Avenue North, between 3rd Street North and 4th Street North, within the RML zoning district. The vacation of the alley has been requested due to the fact the surface of the alley is in disrepair and the Boise Rescue Mission would like ownership of the alley in order to replace and maintain the pavement, for **Boise Rescue Mission**.

Pastor Bill presented the request.

Norm Holm presented a staff report explaining that Boise Rescue Mission/Bill Roscoe is requesting a 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 and 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. The location is 304 16th Ave So (Canyon County Account R16835000) on the east side of 16th Ave No, between 3rd St No and 4th St No which is in a RML zone.

**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.

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 20 foot alley located at 304 16th Avenue North, on the east side of 16th Avenue North, between 3rd Street North and 4th Street North, within the RML zoning district with staff recommended conditions and authorize the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

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 third reading.

**MOVED** by Skaug and **SECONDED** by Haverfield to **pass** the preceding ordinance as presented. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4241** and directed the clerk to record it as required.

The following Resolution was presented

A RESOLUTION OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AUTHORIZING **FEE INCREASE** FOR THE **NAMPA CIVIC CENTER** EFFECTIVE APRIL 4, 2016.

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

voting **YES**. Councilmember Bruner **ABSTAINED** from voting. The Mayor declared the resolution passed, numbered it **16-2016** and directed the clerk to record it as required

MOTION CARRIED

The following Ordinance was ready by title:

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, TO PROVIDE DV (DOWNTOWN VILLAGE) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS **8 10TH AVENUE S., 16 10TH AVENUE S., 1014 1ST STREET S., AND 1012 1ST STREET S.,** NAMPA, IDAHO, COMPRISING APPROXIMATELY .962 ACRES, MORE OR LESS; DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; REZONING SAID PROPERTY **FROM DH** (DOWNTOWN HISTORIC) **TO DV** (DOWNTOWN VILLAGE); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER AND/OR PLANNING AND ZONING DIRECTOR TO DESIGNATE SAID PROPERTY AS DV (DOWNTOWN VILLAGE) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS, AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant Mike Mussell)

The Mayor declared this the first reading.

The following Ordinance was ready by title:

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, **MODIFYING THE ANNEXATION & ZONING DEVELOPMENT AGREEMENT** TO WHICH THE REAL PROPERTY COMMONLY KNOWN AS **TIMBERCREEK SUBDIVISION**, IN NAMPA, CANYON COUNTY, IDAHO, COMPRISING APPROXIMATELY 11.01 ACRES, MORE OR LESS, IS SUBJECT, DESCRIBED IN ORDINANCE NO. 4129 AND RECORDED ON AUGUST 7, 2014, AS INSTRUMENT NO. 2014-028508, RECORDS OF CANYON COUNTY, IDAHO, SO AS TO AMEND THE ORIGINAL CONCEPTUAL LAYOUT AND COMMON AREAS OF SAID SUBDIVISION; 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 Horrocks Engineers/Wendy Schrief/Evans Trust)

The Mayor declared this the first reading.

The following Ordinance was ready by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, **VACATING** TWO FIVE FOOT WIDE **DRAINAGE EASEMENTS**, THE FIRST BEING LOCATED ON THE EASTERLY LOT LINE OF THAT REAL PROPERTY COMMONLY KNOWN AS **11615 W. CROSS SLOPE WAY**, AND THE OTHER BEING LOCATED ALONG THE WESTERLY LOT LINE OF THAT REAL PROPERTY COMMONLY KNOWN AS **11605 W. CROSS SLOPE WAY**, NAMPA, IDAHO; 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 Jim Shervik)

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 Raymond to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES** The Mayor declared the ordinance duly passed, numbered it **4242** 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** THE **PUBLIC UTILITY AND DRAINAGE EASEMENT** LOCATED ALONG THE SOUTHERLY FIVE (5) FEET OF THAT REAL PROPERTY COMMONLY KNOWN AS **4106 SOUTH RAINTREE DRIVE**, NAMPA, IDAHO; 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 David Crawford of B&A Engineers, Representing Derek Bartlow)

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 presented voting **YES** The Mayor declared the ordinance duly passed, numbered it **4243** and directed the clerk to record it as required.

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 Haverfield and **SECONDED** by White to pass the **resolution** as presented. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **17-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Public Works Director** to **sign** an **amendment** to **I-84 Karcher Interchange**, Interchange Modification Report Task Order with **Parametrix** for NEPA Analysis.

Michael Fuss presented a staff report explaining that the 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.

**MOVED** by Haverfield and **SECONDED** by Skaug to **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**. 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 to **authorize Engineering** to **move forward** with **design of additional repairs** as recommended for the **2016 CDBG Downtown Sidewalk & Tree Replacement Project**.

Michael Fuss presented a staff report explaining that 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 | $38,250 |
| 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 | $38,250 |
| Total | $212,750 |

**MOVED** by Haverfield and **SECONDED** by Raymond to **authorize Engineering** to **move forward** with **design of additional repairs** as recommended for the **2016 CDBG Downtown Sidewalk & Tree Replacement Project.** 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 to **award** the **bid** and **authorize** the **Mayor** to **sign contract** for the **11th Avenue North Rebuild Project** (Birch Ln. to Cherry Ln.) with Idaho Materials and Construction.

Michael Fuss presented a staff report explaining that the 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 | $ 425,912 |
| *Total Estimate* | *$ 582,867* |

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.

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

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** and **Public Works Director** to **Sign Task Order** with **HDR Engineering, Inc.**, for **2016 Construction Management** of **Capital Improvement Plan Projects**.

Michael Fuss presented a staff report explaining that 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.

**MOVED** by Haverfield and **SECONDED** by Skaug to **authorize** the **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. 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 adopt 2016 Nampa Municipal Airport Land Lease Agreement for **Nampa Municipal Airport.**

Michael Fuss presented a staff report explaining that 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

**MOVED** by Haverfield and **SECONDED** by Skaug to **adopt 2016 Nampa Municipal Airport Land Lease Agreement** for the **Nampa Municipal Airport**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

The Mayor adjourned the meeting at 8:01 p.m.

Passed this 18th day of April, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL COUNCIL
Nampa Impact Fees
February 18, 2016

Mayor Henry called the meeting to order at 3:00 p.m.

The Deputy Clerk made note that Mayor Henry, Councilmembers Raymond, Bruner, White, Levi, Haverfield, and Skaug were all present.

Other staff also present was Fire Chief Karl Malott, Police Chief Joe Huff, Captain Brad Daniels, Parks & Recreation Director Darrin Johnson, Economic Development Director Beth Ineck, Deputy Public Works Director Nate Runyan, Assistant Building Director Neil Jones, Building Director Patrick Sullivan and Finance Director Vikki Chandler.

Mayor Henry asked for a motion to amend the agenda by adding a transfer of a beer, wine and liquor license for Tiny's Lounge located at 10 12th Avenue South. **MOVED** by Haverfield and **SECONDED** by Raymond to amend the agenda. The Mayor asked for a roll call vote with all councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Building Safety & Facility Director Patrick Sullivan said they received bids on February 17, 2016 for the demolition of the old gym and requested that the council award the contract to the low bidder, Qualitree. They received four competitive bids ranging in price from $26,100 to $181,000.

**MOVED** by Haverfield and **SECONDED** by Skaug to award bid and authorize the Mayor to sign a contract with Qualitree Inc for the demolition and abatement of the old gym for $26,100. The Mayor asked for a roll call vote with all the councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to re-appoint Craig Stensgard to the Golf Commission.

**MOVED** by Haverfield and **SECONDED** by White to approve the reappointment of Craig Stensgard to the Golf Commission. The Mayor asked all in favor to say **AYE** with all councilmembers saying **AYE**. The Mayor declared the

MOTION CARRIED

The Mayor as presented the request to transfer the ownership of a beer, wine, and liquor license from Roxanna Campbell to Terry Dice for Tiny's Lounge located at 10 12th Avenue South.

**MOVED** by Haverfield and **SECONDED** by Bruner to approve the transfer of ownership of a beer, wine, and liquor license from Roxanna Campbell to Terry Dice for Tiny's Lounge located at 10 12th Avenue South. The Mayor asked all in favor to say **AYE** with all councilmembers saying **AYE**. The Mayor declared the

MOTION CARRIED

Anne Wescott of Galena Consulting presented an update and final report on Nampa impact fees. Her goal was to bring new councilmembers up to speed and remind former councilmembers

where we are and what they are doing. There is a lot of financial information. There is a lot of policy decisions. There are legals concepts.

## What Are Impact Fees?

*Fees paid by new development projects as a condition of permit approval to support infrastructure needed to serve the proposed development.*

*Fees are calculated to cover a proportionate share of the capital cost for that infrastructure.*

*Cannot be used to cure deficiencies, or pay for operating expenses.*

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Impact fees cannot be used for operations and maintenance. It can help you build a fire station but it is not going to staff the station, pay for the gas or turn on the lights.

Fees are calculated to cover a proportionate share of the capital costs. One of the really important parts in the mathematics of it is to determine how much of this project do we need because of growth. And how much of it is just because we already needed it. That is what we call a deficiency.

## When Are Impact Fees a Good Option to Consider?

- When new growth is putting stress on the city's ability to continue to provide the current level of city services
- When capital infrastructure needed to support new development cannot be funded through existing revenue sources
- When exactions are not fairly recovering the cost of new capital needed for development, or exaction negotiations are inconsistent
- When existing residents and businesses believe that growth might not be "paying its own way."

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## Policy Questions

- What is our current level of service? Do we want to continue the current level of service?
- Who should pay for the capital necessary to continue this level of service for new growth? New development? Existing taxpayers? Both?
- Will charging impact fees impact economic development, affordable housing?

4

Policy questions are questions that councilmembers always ask at the beginning.

Councilmember White asked if Wescott had ever worked with a municipality where schools are included in impact fees.

Wescott said yes. Some states allow schools to be included. The State of Idaho does not.

## Nampa's Impact Fee History

- Fees first adopted around 2003-2004; methodology was overly cumbersome, numerous appeals
- Galena/BBC updated parks, streets, fire and police CIP and impact fees in 2006 and again in 2009
- Streets fees were only collecting intersections and bridges, as transportation master plan/CIP had not been completed
- Transportation Plan completed in 2012; Galena updated streets impact fees. New fees not adopted as growth was uncertain, and General Fund was unable to commit its portion of resources to fund the infrastructure.
- All fees must be updated now per State Statute based on updated growth estimates, capital plans and costs

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## Three Types of Capital Spending

**Not all capital costs are associated with growth:**

1. **Repair** and **replacement** of facilities (i.e., standard periodic investment in existing facilities such as replacing a leaky fire station roof). These costs *are not* impact fee eligible;

2. **Betterment** of facilities, or implementation of new services (e.g., development of a fire training center for the first time). These costs *are generally not entirely* impact fee eligible; and

3. **Expansion** of facilities to accommodate new development (e.g., construction and equipping of new fire stations in growth areas). These costs *are* impact fee eligible.

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## Methodology

**Numerator: what you need to build or buy to support future growth**

÷

**Denominator: who is coming**
(# of residential units/non-residential square feet)

=

**Full Cost Recovery Impact Fee per unit**

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## Comparison to Current Investment of Existing Development

As a double check, we compare the impact fee to the amount each current residential unit and non-residential square foot has already "paid in" to the City's capital assets.

If we are asking new development to pay more than existing development has paid, we need to further review.

Most likely new development will be asked to pay less than existing development as existing development may have paid for some future capacity.

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## Population Projections 2015-2025

| | 2015 | 2025 | Net Growth | Annual Growth Rate |
|---|---|---|---|---|
| Population | 84,821 | 97,301 | 12,480 | 1.5% |

Source: COMPASS

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## Current and Projected Land Uses – 2015-2025

| | 2015 | 2025 | Net Growth | Net Growth in Square Feet [1] | Percent of Total Growth in SF |
|---|---|---|---|---|---|
| Population | 84,821 | 97,301 | 12,480 | | |
| Residential (in units) | 29,458 | 34,553 | 5,095 | **7,934,015** | **83%** |
| *Single-Family* | *25,039* | *28,679* | *3,640* | *6,624,236* | *69%* |
| *Multi-Family* | *4,419* | *5,874* | *1,455* | *1,309,779* | *14%* |
| Nonresidential (in square feet) | 10,248,776 | 11,894,123 | 1,645,347 | **1,645,347** | **17%** |
| *Retail* | *4,406,974* | *5,229,647* | *822,673* | *822,673* | *9%* |
| *Office* | *1,434,829* | *1,763,898* | *329,069* | *329,069* | *3%* |
| *Industrial* | *4,406,974* | *4,900,578* | *493,604* | *493,604* | *5%* |
| | | | Total Square Footage Growth = | **9,579,362** | **100%** |

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# Fire 10-Year Capital Improvement Plan

| Type of Capital Infrastructure | CIP Value | Nampa Portion | Growth Portion | Amount to Include in Fees | Amount from Other Sources | Amount from Fire District |
|---|---|---|---|---|---|---|
| Facilities | | | | | | |
| Fire Station #6 | $ 900,000 | 100% | 100% | $ 900,000 | $ - | |
| Vehicles | | | | | | |
| 1 Engine for Fire Station #6 | $ 425,000 | 84% | 100% | $ 357,000 | 0 | $ 68,000 |
| Additional Truck for growth citywide (station TBD) | $ 750,000 | 84% | 50% | $ 315,000 | 0 | $ 435,000 |
| Growth related support vehicles | $ 228,000 | 84% | 100% | $ 191,520 | 0 | $ 36,480 |
| Scheduled apparatus/vehicle replacement | $ 4,354,000 | 100% | 0% | $ - | $ 4,354,000 | |
| Equipment | | | | | | |
| SCBA Replacement | $ 400,000 | 100% | 0% | $ - | $ 400,000 | |
| Station #1 Air Compressor | $ 45,000 | 100% | 0% | $ - | $ 45,000 | |
| 1 additional Cardiac Monitor | $ 23,000 | 100% | 100% | $ 23,000 | $ - | |
| Cardiac Monitor Replacement - 1 per year | $ 252,500 | 100% | 0% | $ - | $ 252,500 | |
| Growth-Related Research - Standard of Cover | $ 40,000 | 100% | 100% | $ 40,000 | $ - | |
| | $ 7,417,500 | | | $ 1,826,520 | | |
| Plus Impact Fee Study | $ 6,188 | 100% | 100% | $ 6,188 | $ - | |
| Minus Impact Fee Fund Balance | 696,729 | | | $ 696,729 | | |
| TOTAL GROWTH RELATED CIP | $ 6,727,959 | | | $ 1,136,979 | $ 5,051,500 | $ 539,480 |

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## Fire Impact Fee Calculation

| Impact Fee Calculation - City Limits | |
|---|---|
| Amount to Include in Fee Calculation | $1,136,979 |
| Distribution of Future Land Use Growth | |
| Residential | 83% |
| Nonresidential | 17% |
| Future Assets by Land Use | |
| Residential | $ 941,692 |
| Nonresidential | $ 193,286 |
| Future Land Use Growth | |
| Residential | 5,095 |
| Nonresidential | 1,645,347 |
| Impact Fee per Unit | |
| Residential | $ 185 |
| Nonresidential | $ 0.12 |

| Current Investment | |
|---|---|
| $ | 506 |
| $ | 0.30 |

| Current Fees | | $$ Change | |
|---|---|---|---|
| $ | 212 | $ | (27) |
| $ | 0.10 | $ | 0.02 |

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For the current investiment, if you take everything that is owned now and divide it by everyone who is here now, everyone has paid $506 into the Fire System. Non-residential has paid $0.30 per square foot.

What is paid now and how does that compare to what we are proposing? Residential is paying a little bit more now, $212 vs. $185. Their fees would go down $27. Non-residential would go up slightly because there has been an increase in non-residential.

## Police 10-Year Capital Improvement Plan

| Type of Capital Infrastructure | Square Footage | CIP Value | Growth Portion | Amount to Include in Fees | Amount from Other Sources |
|---|---|---|---|---|---|
| Facilities | | | | | |
| Space for 17 additional officers needed to support growth | $ | 2,158,032 | 100% | $ 663,138 | $ - |
| Vehicles | | | | | |
| TRT Bus Replacement | $ | 50,000 | 0% | $ - | $ 50,000 |
| Negotiation Command Vehicle | $ | 250,000 | 0% | $ - | $ 250,000 |
| Mobile Command Unit - additional for growth | $ | 250,000 | 50% | $ 125,000 | $ 125,000 |
| Total Infrastructure | $ | 2,708,032 | | $ 788,138 | |
| Plus Impact Fee Study | $ | 6,188 | 100% | $ 6,188 | $ - |
| Plus Standard of Cover Analysis | $ | 25,000 | 50% | $ 12,500 | $ 12,500 |
| Minus Fund Balance | $ | 806,825 | | $ 806,825 | |
| TOTAL GROWTH RELATED CIP | $ | 1,932,395 | | $ - | $ 437,500 |

This CIP reflects a decision on the part of the Mayor and Police Chief to absorb the growth-related space needs for 17 new officers within the current available space at a much lower cost than building new space, even though the cost to build new space is entirely impact fee eligible. The City will use remaining impact fee fund balance in the Police account and discontinue assessing impact fees for Police.

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Police fees were larger before because of the new public safety building.

# Police Impact Fee Calculation

| Impact Fee Calculation - City Limits Only | | |
|---|---|---|
| Amount to Include in Fee Calculation | | $0 |
| Distribution of Future Land Use Growth | | |
| Residential | | 83% |
| Nonresidential | | 17% |
| Future Assets by Land Use | | |
| Residential | $ | - |
| Nonresidential | $ | - |
| Future Land Use Growth | | |
| Residential | | 5,095 |
| Nonresidential | | 1,645,347 |
| Impact Fee per Unit | | |
| Residential | $ | - |
| Nonresidential | $ | - |

| Current Investment | |
|---|---|
| $ | 496 |
| $ | 0.29 |

| Current Fees | | $$ Change | |
|---|---|---|---|
| $ | 283 | $ | (283) |
| $ | 0.13 | $ | (0) |

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## Parks 10-Year Capital Improvement Plan

| Type of Capital Infrastructure | CIP Value [1] | Growth Portion | acres | Amount to Include in Fees | Amount from Other Sources |
|---|---|---|---|---|---|
| **New Park Acreage** [2] | | | | | |
| 47 new park acres to continue level of service of 3.8 acres per 1,000 [2] | $ 7,359,162 | 100% | 47 | $ 7,359,162 | $0 |
| 158 new park acres to improve level of service to 6 acres per 1,000 | $ 34,286,030 | 0% | 218 | $ - | $34,286,030 |
| **Parks Amenities** | | | | | |
| 1 pool to serve new growth | $ 2,000,000 | 100% | | $ 2,000,000 | |
| 1 Skate park | $ 200,000 | 16% | | $ 32,040 | $167,960 |
| **Equipment and Vehicles** | | | | | |
| Growth related equipment and vehicles | $ 175,776 | 100% | | $ 175,776 | |
| Non-growth related equipment and vehicles | $ 818,934 | 0% | | $ - | $818,934 |
| **Total Infrastructure** | $ 44,839,902 | | | $ 9,566,978 | $35,272,924 |
| **Plus Cost of Fee-Related Research** | | | | | |
| Impact Fee Study | $ 6,618 | 100% | | $ 6,618 | |
| **Minus Existing Assets** | | | | | |
| Fund Balance | $ 2,010,589 | 100% | | $ 2,010,589 | |
| Undeveloped Park Acreage (82 undeveloped acres * $15,000/acre) | $ 1,237,200 | 100% | | $ 1,237,200 | |
| **Grand Total** | $ 41,588,731 | | | $ 6,325,807 | |

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The Comp Plan and funding capabilities are in conflict with each other which is okay. The Comp Plan is an envisioning document but at some point there needs to be a reality check between those two.

In order to get to 6 acres per 1,000 people, 158 more new developed park acres need to be added. In order to keep providing the current level of service, 47 new park acres need to be developed which is approximately $7.4 million.

## Parks Impact Fee Calculation

| Impact Fee Calculation | | |
|---|---|---|
| Amount to Include in Fee Calculation [1] | $ | 6,325,807 |
| Distribution of Future Land Use Growth [2] | | |
| Residential | | 100% |
| Nonresidential | | 0% |
| Future Assets by Land Use | | |
| Residential | $ | 6,325,807 |
| Nonresidential | $ | - |
| Future Land Use Growth [2] | | |
| Residential | | 5,095 |
| Nonresidential | | - |
| Impact Fee per Unit | | |
| Residential | $ | 1,242 |
| Nonresidential | $ | - |

| Current Investment |
|---|
| $ 2,756 |

| Current Fees | $$ Change |
|---|---|
| $ 1,143 | $ 99 |

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$6.3 million is proposed to be included in Impact Fees. Non-residential will not be charged for Park Impact Fees. The $6.3 million will be divided by the 5,000 anticipated new residential units which results in $1,242. That is $100 more that people are currently paying for parks but is significantly less than than the $2,700 than all of you have contributed to the Parks System.

## Streets 10-Year Capital Improvement Plan

| Type of Capital Infrastructure | CIP Value | Growth Portion | Amount to Include in Fees | Amount from Other Sources | Amount from ITD |
|---|---|---|---|---|---|
| **Intersections** | | | | | |
| Roosevelt and Midland | $ 700,000 | 100% | $ 700,000 | $ - | $ - |
| 7th Street South and 11th Avenue South | $ 500,000 | 100% | $ 500,000 | $ - | $ - |
| Garrity Boulevard and Stamm Lane | $ 1,260,982 | 100% | $ 378,295 | $ - | $ 882,687 |
| Garrity Boulevard and 39th Avenue North | $ 1,100,000 | 55% | $ 605,000 | $ 495,000 | |
| Northside Boulevard and 4th Street North | $ 848,000 | 100% | $ 848,000 | $ - | $ - |
| Karcher Bypass and Midland Boulevard | $ 2,069,090 | 100% | $ 620,727 | $ - | $ 1,448,363 |
| Lake Lowell Avenue and Midland Boulevard | $ 1,106,216 | 20% | $ 221,243 | $ 884,972 | $ - |
| Karcher and Franklin Boulevard | $ 1,672,307 | 47% | $ 785,984 | $ 886,323 | $ - |
| **Bridges and Culverts** | | | | | |
| Franklin Boulevard (0.20 miles south of Ustick) | $ 478,332 | 18% | $ 85,730 | $ 392,603 | $ - |
| East Greenhurst (0.10 miles east of Southside) | $ 604,004 | 61% | $ 367,273 | $ 236,731 | $ - |
| East Victory Road (280 feet east of Sugar Street) | $ 478,332 | 63% | $ 301,328 | $ 177,004 | $ - |
| Ustick Road (55 feet east of Madison) | $ 523,145 | 63% | $ 327,331 | $ 195,814 | $ - |
| | $ 11,340,409 | | $ 5,740,911 | $ 3,268,446 | $ 2,331,051 |
| **Plus Cost of Fee-Related Research** | | | | | |
| City-Wide and Sub-Area Transportation Master Plan | $ 500,000 | 100% | $ 500,000 | $ - | $ - |
| TIS Model Development | $ 150,000 | 100% | $ 150,000 | $ - | $ - |
| Impact Fee Study | $ 6,618 | 100% | $ 6,618 | $ - | $ - |
| **Minus Existing Assets** | | | | | |
| Fund Balance | $ 1,535,071 | 100% | $ 1,535,071 | | |
| **Grand Total** | $ 10,461,956 | | $ 4,862,458 | $ 3,268,446 | $ 2,331,051 |

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In the past for Streets, there have only been intersections, bridges and culverts because it wasn't clear as to what streets were going to be built.

The Transportation Master Plan has been looked at and there is this long list of all of the streets that need to be built. It is then decided what streets can be built in ten years.

People are already paying for roads by developers and new construction. What would happen if everyone paid their proportional share for all of the streets not just the developer who is abutting the intersection? The number was so large and the impact fees were so large that not only did that seem like it would be an uncomfortable conversation to have with the development community. The thing about streets is that when there is growth, it often means that streets are widened. It is not always that we are building longer roads.

If there is a street and it needs widened, can growth be charged for the entire cost? I have to pay for replacing the existing two lanes. I can charge impact fees for the outer two lanes. Every project that is put on the CIP that we take Impact Fees from, creates an obligation on the City's part to pay for their part. I am a stickler about not letting a City adopt fees when they can't show they can pay for it. And you guys can't pay for any of it. Streets are really, really expensive. One street can be several millions of dollars.

So we sat down with the Mayor and we talked about what we wanted to do. The suggestion was to bring it to the Council and give you an idea of what our thought process was. You can continue to use grant funding as you can. But where the Mayor and Michael Fuss suggested the money really needs to go is that if you have General Fund money for streets, they would like to use it on existing streets.

In the past you as a Council have talked about how you are behind in taking care of your current assets in roadways. Rather than taking Impact Fees which creates a General Fund obligation, having to spend that money on building new roads, you have had a Strategic Planning meeting and one of the biggest objectives was to take care of what you already own. So consistent with that policy decision, this CIP shows you, using Impact Fees for intersections, bridges and culverts that are clearly connected to growth, not charging Impact Fees for roadway projects, you all have a great conversation to have in the next budget cycle and beyond about how you are really going to address those costs in the future.

The priority intersections, bridges and culverts are listed. The list is much longer than this. I went to Vicki Chandler and said even the bridges and culverts are not going to be 100% growth related. Vicki and the Mayor both said they could pay $250,000 which is probably the threshhold. I drew a line where the general fund obligation hit $250,000 and that is where the line was.

## Streets Impact Fee Calculation

| Impact Fee Calculation | |
|---|---|
| Capital Improvement Plan Value | $4,862,458 |
| Future Land Use Percentages | |
| Single Family | 28% |
| Multifamily | 7% |
| Retail | 60% |
| Office | 3% |
| Industrial | 1% |
| Allocated Value by Land Use Category | |
| Single Family | $1,379,423 |
| Multifamily | $341,964 |
| Retail | $2,938,409 |
| Office | $157,766 |
| Industrial | $44,898 |
| 10-Year Growth from 2016 to 2025 | |
| Single Family (total dwelling units) | 3,640 |
| Multifamily (total dwelling units) | 1,455 |
| Retail (in square feet) | 822,673 |
| Office (in square feet) | 329,069 |
| Industrial (in square feet) | 493,604 |
| Impact Fee by Land Use (rounded) | |
| Single Family (per dwelling unit) | $379 |
| Multifamily (per dwelling unit) | $235 |
| Retail (per square foot) | $3.57 |
| Office (per square foot) | $0.48 |
| Industrial (per square foot) | $0.09 |

| Land Use | New Development | Weighted Trip Generation Factor | Percent Distribution |
|---|---|---|---|
| Residential | | | |
| Single Family Units (*1.0) | 3,640 | 3,640 | 28% |
| Multi-Family Units (*0.62) | 1,455 | 902 | 7% |
| Nonresidential per 1,000 sf | | | |
| Retail (*9.42) | 823 | 7,753 | 60% |
| Office (*1.27) | 329 | 416 | 3% |
| Industrial (*0.24) | 494 | 118 | 1% |
| Total | | 12,830 | 100% |

| Current Fees | $$ Change | % Change |
|---|---|---|
| $ 605 | -$226 | -37% |
| $ 372 | -$137 | -37% |
| $ 1.78 | $1.79 | 101% |
| $ 0.20 | $0.28 | 140% |
| $ 0.14 | -$0.05 | -35% |

Result of shift in land use

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New development is taken and it is then multiplied by the weighted trip generation trip factor and the distribution is figured out. Of the $10 million in Street costs what type of development should bear what percentage of it. It comes out to about 30/60. About 30% of the trips are residential and 60% are nonresidential. It is not the same as there is 83% residential land use and 17% nonresidential.

The "Allocated Value by Land Use Category" is how many dollars each of the classifications need to shoulder.

These fees do not include roadway improvements. In Ada County, they are paying Impact Fees that include roadway improvements. So our fees are going to look different when we look at comparisons.

# Proposed Impact Fees

| | Impact Fee | Current Fees | % Change | $ Change |
|---|---|---|---|---|
| **Police Fees** | | | | |
| Residential | $ - | $ 283 | | |
| Nonresidential | $ - | $ 0.13 | | |
| **Fire Fees** | | | | |
| Residential | $ 185 | $ 212 | | |
| Nonresidential | $ 0.12 | $ 0.10 | | |
| **Parks Fees** | | | | |
| Residential | $ 1,242 | $ 1,143 | | |
| Nonresidential | $ - | $ - | | |
| **Streets Fees** | | | | |
| Single-Family | $ 379 | $ 605 | | |
| Multi-Family | $ 235 | $ 372 | | |
| Retail | $ 3.57 | $ 1.78 | | |
| Office | $ 0.48 | $ 0.20 | | |
| Industrial | $ 0.09 | $ 0.14 | | |
| **TOTAL IMPACT FEE** | | | | |
| Single-Family | $ 1,805 | $ 2,243 | -19% | $ (437) |
| Multi-Family | $ 1,661 | $ 2,010 | -17% | $ (348) |
| Retail | $ 3.69 | $ 2.01 | 83% | $ 1.68 |
| Office | $ 0.60 | $ 0.43 | 38% | $ 0.16 |
| Industrial | $ 0.21 | $ 0.37 | -44% | $ (0.17) |

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## City's Obligation

| | Required | Discretionary | Total | |
|---|---|---|---|---|
| Police | $ - | $ 425,000 | $ 425,000 | vehicles |
| Fire | $ - | $ 5,051,500 | $ 5,051,500 | apparatus and equipment replacement |
| Parks | $ 167,960 | $35,104,964 | $ 35,272,924 | required: skate park; discretionary: LOS increase |
| Streets | $2,462,109 | $0 | $ 2,462,109 | plus $800k in operating funds |
| TOTAL | $ 2,630,070 | $ 40,581,464 | $ 43,211,533 | |

$ 263,006.98 <-- Annual amount required over 10-year CIP period

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## Comparisons to Other Cities

FOR DISCUSSION PURPOSES ONLY

| | Nampa Current | Nampa Proposed | City of Caldwell | City of Boise/ACHD Current | City of Boise/ACHD Proposed | City of Meridian/ ACHD | City of Eagle |
|---|---|---|---|---|---|---|---|
| **Police** | | | | | | | |
| per Residential Unit | $ 283 | $ - | $ 97 | $ 151 | $ 237 | $ 136 | $ - |
| per Non-Residential sf | $ 0.13 | $ - | $ 0.02 | $ 0.06 | $ 0.20 | $ 0.07 | $ - |
| **Fire** | | | | | | | |
| per Residential Unit | $ 212 | $ 185 | $ 517 | $ 515 | $ 606 | $ 551 | $ - |
| per Non-Residential sf | $ 0.10 | $ 0.12 | $ 0.10 | $ 0.21 | $ 0.36 | $ 0.29 | $ - |
| **Parks** | | | | | | | |
| per residential unit | $ 1,143 | $ 1,242 | $ 805 | $ 1,178 * | $ 1,390 | $ 1,081 | $ 1,333 |
| **Streets** | | | | | | | |
| per single-family residential unit | $ 605 | $ 379 | exacted | $ 3,071 | $ 3,071 | $ 3,071 | $ 3,071 |
| per multi-family residential unit | $ 372 | $ 235 | exacted | $ 1,904 | $ 1,904 | $ 1,904 | $ 1,904 |
| per retail sf | $ 1.78 | $ 3.57 | exacted | $ 6.37 | $ 6.37 | $ 6.37 | $ 6.37 ** |
| per office sf | $ 0.20 | $ 0.48 | exacted | $ 1.27 | $ 1.27 | $ 1.27 | $ 1.27 |
| per industrial sf | $ 0.14 | $ 0.09 | exacted | $ 0.43 | $ 0.43 | $ 0.43 | $ 0.43 |
| **TOTAL** | | | | | | | |
| per single-family residential unit | $ 2,243 | $ 1,805 | $ 1,419 | $ 4,915 | $ 5,304 | $ 4,839 | $ 4,404 |
| per multi-family residential unit | $ 2,010 | $ 1,661 | $ 1,419 | $ 3,748 | $ 4,137 | $ 3,672 | $ 3,237 |
| per retail sf | $ 2.01 | $ 3.69 | $ 0.12 ^ | $ 6.64 | $ 6.94 | $ 6.73 | $ 6.37 |
| per office sf | $ 0.43 | $ 0.60 | $ 0.12 ^ | $ 1.54 | $ 1.83 | $ 1.63 | $ 1.27 |
| per industrial sf | $ 0.37 | $ 0.21 | $ 0.12 ^ | $ 0.70 | $ 0.99 | $ 0.79 | $ 0.43 |

* Boise parks fees are $1,355 for SF, and range from $805 to $1,199 for MF
** ACHD fees for retail based on average of 30+ classifications
^ hard to compare; we do not know how much each developer pays in exactions

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Impact Fees do not encourage or discourage growth either in residential or nonresidential. Everyone's fees are going down except for retail and office.

If you look at the Nampa Proposed fees compared to Caldwell, Nampa's Police Fees are going away, the Fire Fees are less than Caldwell. The Park Fees are more than Caldwell but Nampa already has a higher level of service than Caldwell does so it costs more to keep that going. There is no comparison in Streets because Caldwell exacts there Streets, they don't have a Streets Fee. Without Streets, it is still pretty comparable.

Boise is in the process of changing their fees. But if Boise's are added up, plus their Highway District Fees, they have more in Police and far more in Fire. They are about the same in Parks. A lot of that has to do with them getting huge donations so a lot of that cost has been taken care of. They are paying ACHD fees and they are paying just really large fees, they just are.

Meridian is also with ACHD so theirs is much higher.

Eagle is not charging Police or Fire Fees. Their Park Fee is pretty much in line. They are also paying ACHD Fees.

## Next Steps

- Impact Fee Advisory Committee has unanimously recommended adoption of the proposed impact fees as outlined in this report.
- Review by Mayor and City Council
- Planning and Zoning hearing to amend updated CIPs.
- Council hearing to amend impact fees.

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There was a great Impact Fee Advisory Committee. They met for about seven months. There were very robust conversations. The data was changed a lot to see how things looked. All that is left is your questions and your policy conversations.

If you were all to say that you wanted growth to pay its own way. The fees don't seem out of line. What do we do next? I would tell you that what would have to happen by State Law is that the Planning Zoning Commission needs to adopt the CIP into the Comp Plan. Then it would come back to you as a Fee Hearing. You already have a code for Impact Fees.

The other next step option could be if you have further questions or if you want us to look at different assumptions. You can change numbers and not change dollars very much.

Mayor Henry said that he hoped that Council is looking down at the totals. Because there is a lot of time and energy that went into this. What I am looking at is that fees are going down. It is nice to compare favorably to Ada County when you look at a single family home. When you look at Industrial at .21 vs. .70, .99, .79 and .43 per square foot. Nampa is finally competive somewhere. We are giving some relief to people here. He didn't know at this stage if they wanted to get into how they arrived there. That would open up Pandora's Box. He asked, when you look at the bottom line number and the total, what is are your thoughts?

Councilman Skaug said said he had a lot of questions previously. Most of his questions were answered. It was a very objective process. He wanted to make sure that they avoid one group subsidising another in community. He said when he looked at everything, there was not a subsidising issue going on.

Westcott responded that Councilman Skaug was exactly right. That is what Impact Fee Philosophy is about, one subsidising another. This is a constant attempt for them to continue to say this is everyone's fair share. The first way is to talk about deficiencies. New growth should not pay for deficiencies. They should only pay for new stuff.

The next part is to use defensible methodology to determine what proportion you have of everything. She said they had lessened the subsidization to the greatest degree that can be quantified.

Councilman Raymond said he had a couple comments. The first one was that Anne had done an awesome job as a consultant. He said it had been well put together. The committee has done a good job. It makes sense. The methodology is great and he supports where they were currently.

Mayor Henry asked if they were going to go forward. He said he prefered that a motion was made to proceed with the study as presented. Then there is clarity.

Councilman Haverfield asked if the advisory committee that Wescott worked with involved the development community. Correct?

Westcott said it is statutorily required. You are required to have 40% of your membership be development and there is a 100%. There was office, retail and builders.

Councilman Haverfield asked if there was opportunity given to normal taxpayers to be involved in the process.

Wescott responded and said that Impact Fee Law has only been contested by the Home Builders Association. She thought the place for normal taxpayers would be at the public hearings.

Councilman Bruner asked if there was a commericial developer involved in the committee.

Wescott said that Ron Van Auker had a representative who is an industrial developer.

MOVED by Haverfield and SECONDED by White to proceed with the plan as presented. The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

**MOTION CARRIED**

The meeting was adjourned at 4:10 p.m.

Passed this 18th day of April, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

# CONSENT TO BID
## WWTP DRYING BED & DRYING PAD REPAIRS

- The WWTP uses drying beds and drying pads from approximately April to September to allow air drying of the bio-solids produced during treatment. The air drying reduces the water content weight and volume to improve hauling efficiency.

- Minor repair and rehabilitation of the drying bed and drying pad surfaces is needed on a routine basis to maintain a serviceable condition.

- For FY16 the WWTP has identified two (2) drying beds and two (2) drying pads in need of routine minor repair and rehabilitation. The estimated useful life of the project is five (5) to seven (7) years.

- The WWTP Drying Bed & Drying Pad Repairs project has an approved FY16 Waste Water Division budget of $62,000. The goal is to complete the maximum amount of repair and rehabilitation allowed by the budget.

- The Engineering Division has prepared the bid documents for the project and will administer the bid and construction. The project is anticipated to be complete by mid-June 2016.

**REQUEST:** Authorize the Engineering Division to proceed with the formal bidding process for the WWTP Drying Bed & Drying Pad Repairs project.

131 Constitution Way Nampa, Idaho 83686 NAMPA PARKS AND RECREATION IDAHO Phone (208) 468-5858 Fax (208) 465-2282

# MEMORANDUM

**TO**: Mayor Henry and Nampa City Council
**FROM**: Darrin Johnson, Parks and Recreation Director
**DATE**: April 18, 2016
**RE**: Authorize to bid phase 1 of Midway Park.

Nampa City Council budgeted funding for the design and construction of the first phase of Midway Park. After the allocation of the design fees we have a balance of approximately $1,900,000 to put toward the construction of the park.

Nampa Parks and Recreation requests approval to go out to bid for the project. The first phase of the park will include four baseball fields and road improvements.

# CITY OF NAMPA
## FINANCE DEPARTMENT

Vikki Chandler - Finance Director
(208) 468-5737


April 18, 2016

TO: Mayor Bob Henry
City Council

FR: Vikki Chandler, Finance Director

RE: Cash Report

Per Idaho State Code, attached is the cash balance report, the investment report, and the cash report per fund for your consideration. The cash balance is very strong at this time of year, since we received property taxes at the end of January and a healthy quarterly tax distribution of State Shared Revenues. Please note that the Waste Water cash balance is over $22.6 million and Water is over $8 million, representing one-third of the City's cash. These funds await infrastructure investment. Several other funds are also restricted, and are in various accounts and do not enhance cash flow. In any case, the City is not experiencing cash flow challenges and Morton continues to give us good returns.

**City of Nampa**
**Bank Accounts**
**For month Ended March 2016**

| Bank | Acct No | Ending Bank Balance | |
|---|---|---|---|
| Wells Fargo Medical Trust Checking | 80800329 | 656,553.40 | |
| Wells Fargo Depository | 80800014 | 4,103,076.22 | |
| Wells Fargo HUD | 80004468 | - | |
| Wells Fargo Accounts Payable | 1015536533 | 489,560.23 | |
| Wells Fargo Payroll | 1015536525 | 386,974.02 | |
| Wells Fargo Police Special Ops | 1015536582 | 37,522.06 | |
| Wells Fargo Police SIU | 2502160985 | 87,663.77 | |
| Wells Fargo Parks Impact Fees | 6988237001 | 2,303,159.77 | |
| Wells Fargo Police Impact Fees | 6988237027 | 1,038,599.46 | |
| Wells Fargo Fire Impact Fees | 6988237035 | 853,305.26 | |
| Wells Fargo Streets Impact Fees | 6988237043 | 1,442,800.57 | |
| Wells Fargo Library PayPal Acct | 2502162114 | - | |
| DL Evans Project Play Acct | 917105839 | - | Acct Closed |
| Mountain West Bank-Intermountain Claims Acct (workers comp) | 22040006613 | 39,650.20 | |
| Wells Fargo Workers Comp Custody Account | 23852200 | 662,000.00 | |
| US Bank GO Refunding Bond Series 2012 Bond Fund | 201315000 | - | |
| US Bank LID No. 148 Series 2010 | 142746000 | - | |
| **Idaho Center Accounts:** | | | |
| Wells Fargo - ICTickets Trust Account | 6317317052 | 469,251.25 | |
| Wells Fargo - Idaho Center Operations | 8020157411 | 289,263.28 | |
| Wells Fargo - Idaho Center Payroll | 8020157403 | 1,614.62 | |
| Wells Fargo - Id Ctr ATM Bank Account | 1010602561 | 586.35 | |
| Wells Fargo-IC Tickets JNJ Account | 8020155555 | - | Acct Closed |
| Wells Fargo - Event Trust Account | 81139404 | 299,496.84 | |
| Key Bank - IC Tickets Meridian | 124081004259 | - | Acct Closed |
| Idaho Independent Bank- IC Tickets | 600022701 | - | Acct Closed |
| Idaho Independent Bank- IC Tickets McU's | 660030008 | - | Acct Closed |
| BannerBank-IC Tickets Batteries Plus | 6806029818 | - | Acct Closed |
| **City Investment Accounts** | | | |
| LGIP 3223-LID 148 | 3223 | 592,078.05 | |
| LGIP 2156-Pooled Cash | 2156 | 13,025,121.48 | |
| US Bank Custody Account | 1050988133 | 58,534,237.76 | |
| City of Nampa Municipal LID's | | 478,021.99 | |
| Edward Jones Medical Welfare Benefit Plan | 834-13282-1-2 | 1,647,111.98 | |
| **NDC Cash & Investment Accounts** | | | |
| DL Evans Checking Account | 922003637 | 1,140,433.49 | |
| DL Evans Money Market Account | 922003645 | 258,126.12 | |
| BNY 2010 Bond Fund | 348689 | - | |
| BNY 2010 Bond Debt Service Reserve Fund | 348690 | 1,219,526.50 | |
| BNY Library Bond Proceeds Fund | 792731 | - | |
| BNY Library Construction Fund | 792732 | 4.47 | |
| BNY Library Bond Fund | 792733 | - | |
| BNY Library Bond Debt Service Fund | 792734 | 815.49 | |
| BNY Library Bond Debt Service Reserve Fund | 792735 | 1,619,631.38 | |
| BNY Library Parking Revenue Fund | 792736 | - | |
| BNY Revenue Allocation Fund | 792737 | 1,504,686.30 | |
| **Grand Total Cash** | | **93,180,872.31** | |

# City of Nampa

## Cash Balance by Fund

| Fund | Description | | Ending Balance |
|---|---|---|---|
| 001 | GENERAL FUND | $ | 15,119,862 |
| 002 | STREET & TRAFFIC | $ | 10,878,147 |
| 003 | LIBRARY | $ | 1,299,762 |
| 004 | CEMETERY | $ | 260,244 |
| 005 | AIRPORT | $ | 1,171,885 |
| 006 | PARKS & RECREATION | $ | 1,059,149 |
| 007 | RECREATION CENTER | $ | 2,948,967 |
| 008 | GOLF COURSE | $ | 2,051,566 |
| 009 | 911 FEES | $ | 817,743 |
| 010 | FAMILY JUSTICE CENTER | $ | 114,816 |
| 020 | NAMPA DEVELOPMENT CORP | $ | 5,743,612 |
| 021 | DOWNTOWN RENEWAL | $ | 134,304 |
| 022 | CIVIC CENTER | $ | 231,882 |
| 023 | IDAHO CENTER | $ | 867,370 |
| 024 | DEVELOPMENT SERVICES | $ | 2,998,307 |
| 025 | WATER | $ | 8,058,623 |
| 026 | WASTEWATER | $ | 22,660,105 |
| 028 | BID #1 | $ | 578 |
| 029 | UTILITY BILLING | $ | 521,781 |
| 031 | SANITATION | $ | (668,171) |
| 035 | DEVELOPMENT IMPACT FEES | $ | 5,847,897 |
| 036 | CAPITAL PROJECTS FUND | $ | 1,342,329 |
| 040 | DEBT SERVICE FUND | $ | 1,505,161 |
| 054 | INVESTMENTS | $ | 138,360 |
| 100 | PRIVATE GRANTS | $ | 850,227 |
| 101 | EMPLOYEE HEALTH BENEFITS TRUST | $ | 2,299,194 |
| 102 | WORKERS COMPENSATION FUND | $ | 1,986,529 |
| 103 | UNEMPLOYMENT INSURANCE FUND | $ | 229,514 |
| 104 | WELLNESS PROGRAM | $ | 446,891 |
| 200 | FEDERAL HUD FUND | $ | (193,027) |
| 205 | FEDERAL EPA FUND | $ | 208,419 |
| 210 | FEDERAL DOJ FUND | $ | (34,308) |
| 225 | FEDERAL DHS-HOMELAND SECURITY | $ | (347) |
| 230 | FEDERAL DOT FUND | $ | (3,561) |
| 260 | FAA FUND | $ | (6,074) |
| 270 | FEDERAL DOI (Dept of Interior) | $ | 869 |
| 300 | STATE OF IDAHO FUND | $ | 44,521 |
| 400 | LOCAL MUNICIPALITIES | $ | (120,347) |
| 700 | LID Guarantee Fund | $ | 94,185 |
| 732 | LID 132 | $ | 312 |
| 741 | LID 141 | $ | (688) |
| 742 | LID 142 | $ | (1,753) |
| 743 | LID 143 | $ | 22,114 |
| 745 | LID 145 | $ | 1,027 |
| 746 | LID 146 | $ | 12,376 |

# City of Nampa

## Cash Balance by Fund

| Fund | Description | | Ending Balance |
|---|---|---|---|
| 747 | LID 147 | $ | 44,048 |
| 748 | LID 148 | $ | 1,353,287 |
| 749 | LID 149 | $ | 3,164 |
| 750 | LID 150 | $ | 1,171 |
| 751 | LID 151 | $ | 41,693 |
| 752 | LID 152 | $ | 4,802 |
| 753 | LID 153 | $ | 11,862 |
| 754 | LID 154 | $ | 8,763 |
| 755 | LID 155 | $ | 14,393 |
| 756 | LID 156 | $ | 4,619 |
| 759 | LID 159 | $ | (28,358) |
| 760 | LID 160 | $ | (3,232) |
| | Total | $ | 92,396,566 |
| | Balance per Grand Total Cash | $ | 93,180,872 |
| | Variance of outstanding items | $ | (784,306) |

**Report:** GAAP GL Balance Sheet Quarterly
**Account:** Moreton-Nampa Aggregate (41819)
**As of:** 03/31/2016

| eneral Ledger Groupir | Description | Identifier | Security Type | Final Maturity | Original Units | Book Yield | Ammortized Book | Cost Value | WAL | Duration |
|---|---|---|---|---|---|---|---|---|---|---|
| Receivable | Receivable | CCYUSD | CASH | 03/31/2016 | 32.91 | 0.000 | 32.91 | 32.91 | 0.000 | 0.000 |
| **Receivable** | **Receivable** | **CCYUSD** | **CASH** | **03/31/2016** | **32.91** | **0.000** | **32.91** | **32.91** | **0.000** | **0.000** |

| eneral Ledger Groupir | Description | Identifier | Security Type | Final Maturity | Original Units | Book Yield | Ammortized Book | Cost Value | WAL | Duration |
|---|---|---|---|---|---|---|---|---|---|---|
| CE | FIRST AMERICAN FUNDS CL INST GOV MMI | 31846V203 | MMFUND | 03/31/2016 | 4,272,893.97 | 0.010 | 4,272,893.97 | 4,272,893.97 | 0.000 | 0.000 |
| CE | Wheels, Inc. | 96327RDB7 | CP | 04/11/2016 | 1,000,000.00 | 0.551 | 999,847.22 | 999,175.00 | 0.030 | 0.027 |
| ST<90 Days to Maturity | Fox Chase Bank | 35137QBA1 | CD | 4/28/2016 | 245,000.00 | 0.584 | 244,993.95 | 244,877.50 | 0.077 | 0.074 |
| ST<90 Days to Maturity | UNITED STATES TREASURY | 912828QF0 | US GOV | 4/30/2016 | 500,000.00 | 0.342 | 500,659.15 | 511,523.44 | 0.082 | 0.082 |
| ST<90 Days to Maturity | Lone Star National Bank | 542299EP3 | CD | 5/24/2016 | 245,000.00 | 0.500 | 245,000.00 | 245,000.00 | 0.148 | 0.145 |
| ST<90 Days to Maturity | FREDDIE MAC | 3137EACT4 | AGCY BOND | 5/27/2016 | 500,000.00 | 0.466 | 501,561.09 | 514,848.50 | 0.156 | 0.155 |
| ST<90 Days to Maturity | Customers Bank | 23204HBF4 | CD | 5/31/2016 | 240,000.00 | 0.500 | 240,000.00 | 240,000.00 | 0.167 | 0.164 |
| ST<90 Days to Maturity | FEDERAL HOME LOAN BANKS | 3130A22N5 | AGCY BOND | 6/6/2016 | 500,000.00 | 0.420 | 500,000.00 | 500,000.00 | 0.183 | 0.180 |
| ST<90 Days to Maturity | Bank Rhode Island | 064577BU2 | CD | 6/10/2016 | 245,000.00 | 0.600 | 245,000.00 | 245,000.00 | 0.194 | 0.191 |
| ST<90 Days to Maturity | Brookline Bank | 11373QAN8 | CD | 6/10/2016 | 245,000.00 | 0.600 | 245,000.00 | 245,000.00 | 0.194 | 0.191 |
| ST<90 Days to Maturity | Northwest Bank | 66736AAJ8 | CD | 6/29/2016 | 245,000.00 | 0.475 | 244,985.10 | 244,872.60 | 0.246 | 0.243 |
| ST<90 Days to Maturity | Merrick Bank Corporation | 59013JAK5 | CD | 6/30/2016 | 245,000.00 | 0.650 | 245,000.00 | 245,000.00 | 0.249 | 0.246 |
| | LGIP Fund 2156 General Funds | | | | | | 13,025,121.48 | 13,025,121.48 | | |
| **CE** | --- | --- | --- | --- | **8,482,893.97** | --- | **21,510,061.97** | **21,533,312.49** | --- | --- |

| neral Ledger Group | Description | Identifier | Security Type | Final Maturity | Original Units | Book Yield | Ammortized Book | Cost Value | WAL | Duration |
|---|---|---|---|---|---|---|---|---|---|---|
| LT | Access National Bank | 00432KDJ9 | CD | 08/20/2018 | 245,000.00 | 1.450 | 244,713.79 | 244,639.85 | 2.389 | 2.330 |
| LT | Ally Bank | 02006LEV1 | CD | 05/30/2017 | 245,000.00 | 1.150 | 244,859.72 | 244,637.40 | 1.164 | 1.147 |
| LT | American Express Bank, FSB. | 02587CAD2 | CD | 07/17/2017 | 245,000.00 | 1.100 | 244,843.70 | 244,637.40 | 1.296 | 1.279 |
| LT | BMO Harris Bank National Association | 05581WDH5 | CD | 12/18/2017 | 250,000.00 | 1.091 | 249,824.29 | 249,812.50 | 1.717 | 1.694 |
| LT | The Bank of Castile | 061077BB8 | CD | 04/16/2018 | 245,000.00 | 1.000 | 245,000.00 | 245,000.00 | 2.044 | 2.010 |
| LT | Bank of North Carolina | 06414QUB3 | CD | 01/16/2018 | 245,000.00 | 1.284 | 244,853.04 | 244,755.00 | 1.797 | 1.763 |
| LT | Bankers' Bank of Kansas, National Association | 06610PBG7 | CD | 12/21/2017 | 250,000.00 | 1.275 | 249,892.29 | 249,875.00 | 1.726 | 1.694 |
| LT | BankUnited, National Association | 066519AF6 | CD | 11/21/2017 | 245,000.00 | 1.230 | 244,880.50 | 244,781.95 | 1.643 | 1.614 |
| LT | Barclays Bank Delaware | 06740KGZ4 | CD | 07/03/2017 | 245,000.00 | 1.200 | 244,848.48 | 244,637.40 | 1.257 | 1.240 |
| LT | Bloombank | 094147CC7 | CD | 04/27/2018 | 245,000.00 | 1.185 | 244,826.08 | 244,755.00 | 2.074 | 2.035 |
| LT | CAPITAL ONE BANK | 140420PR5 | CD | 10/10/2017 | 245,000.00 | 1.450 | 244,817.14 | 244,639.85 | 1.528 | 1.494 |
| LT | Capital One, National Association | 14042E4R8 | CD | 07/16/2018 | 245,000.00 | 1.650 | 244,725.29 | 244,639.85 | 2.293 | 2.234 |
| LT | Cardinal Bank | 14147VER3 | CD | 05/15/2018 | 245,000.00 | 1.117 | 244,913.09 | 244,877.50 | 2.123 | 2.084 |
| LT | Cathay Bank | 149159KJ3 | CD | 11/29/2017 | 245,000.00 | 1.020 | 244,918.47 | 244,877.50 | 1.665 | 1.640 |
| LT | Celtic Bank Corporation | 15118RJV0 | CD | 08/21/2017 | 245,000.00 | 1.150 | 244,832.26 | 244,637.40 | 1.392 | 1.371 |
| LT | CIT Bank, N.A. | 17284AW38 | CD | 06/13/2017 | 130,000.00 | 1.300 | 130,304.72 | 130,682.50 | 1.203 | 1.182 |
| LT | Comenity Capital Bank | 20033APE0 | CD | 02/22/2019 | 250,000.00 | 1.284 | 249,758.68 | 249,750.00 | 2.898 | 2.826 |
| LT | ConnectOne Bank | 20786ABE4 | CD | 07/09/2018 | 245,000.00 | 1.400 | 244,727.34 | 244,639.85 | 2.274 | 2.221 |
| LT | Discover Bank | 254671T42 | CD | 06/05/2017 | 245,000.00 | 1.150 | 244,857.74 | 244,637.40 | 1.181 | 1.164 |
| LT | Dollar Bank, Federal Savings Bank | 25665QAM7 | CD | 11/17/2017 | 245,000.00 | 1.250 | 244,804.30 | 244,639.85 | 1.632 | 1.603 |
| LT | EVB | 26927ABJ0 | CD | 09/25/2018 | 245,000.00 | 1.300 | 244,701.14 | 244,639.85 | 2.487 | 2.438 |
| LT | East Boston Savings Bank | 27113PAP6 | CD | 01/30/2018 | 245,000.00 | 1.028 | 244,875.53 | 244,846.88 | 1.835 | 1.808 |
| LT | EnerBank USA | 29266NS81 | CD | 10/29/2018 | 245,000.00 | 1.250 | 244,688.40 | 244,637.40 | 2.580 | 2.518 |
| LT | EverBank | 29976DJ50 | CD | 02/12/2019 | 250,000.00 | 1.317 | 249,879.82 | 249,875.00 | 2.871 | 2.803 |
| LT | FEDERAL HOME LOAN BANKS | 3130A44M1 | AGCY BOND | 02/20/2018 | 500,000.00 | 1.008 | 499,920.93 | 499,875.00 | 1.893 | 1.864 |
| LT | FEDERAL HOME LOAN BANKS | 3130A6AB3 | AGCY BOND | 08/28/2018 | 750,000.00 | 1.193 | 750,022.78 | 750,052.50 | 2.411 | 2.368 |
| LT | FEDERAL HOME LOAN BANKS | 3130A6XD4 | AGCY BOND | 06/29/2018 | 500,000.00 | 1.300 | 500,000.00 | 500,000.00 | 0.246 | 1.132 |
| LT | FEDERAL HOME LOAN BANKS | 3130A6Y84 | AGCY BOND | 01/25/2019 | 500,000.00 | 1.500 | 500,000.00 | 500,000.00 | 0.821 | 1.720 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| LT | FEDERAL HOME LOAN BANKS | 3130A7H73 | AGCY BOND | 03/29/2018 | 1,000,000.00 | 1.000 | 1,000,000.00 | 1,000,000.00 | 0.994 | 1.611 |
| LT | FEDERAL AGRICULTURAL MORTGAGE COR | 3132X0DK4 | AGCY BOND | 12/03/2018 | 900,000.00 | 1.411 | 897,386.68 | 897,111.00 | 2.676 | 2.610 |
| LT | FEDERAL HOME LOAN BANKS | 313379FW4 | AGCY BOND | 06/09/2017 | 500,000.00 | 1.031 | 499,816.93 | 499,545.00 | 1.192 | 1.177 |
| LT | FEDERAL HOME LOAN MORTGAGE CORP | 3134G5ZS7 | AGCY BOND | 04/27/2018 | 500,000.00 | 1.125 | 500,000.00 | 500,000.00 | 2.074 | 1.039 |
| LT | FEDERAL HOME LOAN MORTGAGE CORP | 3134G63H4 | AGCY BOND | 11/27/2017 | 775,000.00 | 1.000 | 775,000.00 | 775,000.00 | 1.660 | 0.927 |
| LT | FEDERAL HOME LOAN MORTGAGE CORP | 3134G7Z20 | AGCY BOND | 10/29/2018 | 800,000.00 | 1.250 | 800,000.00 | 800,000.00 | 2.580 | 1.090 |
| LT | FEDERAL HOME LOAN MORTGAGE CORP | 3134G8H69 | AGCY BOND | 01/29/2019 | 500,000.00 | 1.662 | 500,510.21 | 499,937.50 | 0.329 | 0.984 |
| LT | FEDERAL HOME LOAN MORTGAGE CORP | 3134G8L64 | AGCY BOND | 08/24/2018 | 1,500,000.00 | 1.000 | 1,500,000.00 | 1,500,000.00 | 2.400 | 1.926 |
| LT | FEDERAL HOME LOAN MORTGAGE CORP | 3134G8LV9 | AGCY BOND | 11/23/2018 | 1,000,000.00 | 1.000 | 1,000,000.00 | 1,000,000.00 | 2.649 | 2.148 |
| LT | FEDERAL HOME LOAN MORTGAGE CORP | 3134G8TK5 | AGCY BOND | 03/29/2019 | 1,000,000.00 | 1.250 | 1,000,000.00 | 1,000,000.00 | 0.498 | 1.828 |
| LT | FEDERAL HOME LOAN MORTGAGE CORP | 3134G8UN7 | AGCY BOND | 09/28/2018 | 1,000,000.00 | 1.200 | 1,000,000.00 | 1,000,000.00 | 0.496 | 1.478 |
| LT | FEDERAL NATIONAL MORTGAGE ASSOCIA | 3135G0PH0 | AGCY BOND | 09/27/2017 | 500,000.00 | 1.017 | 499,873.39 | 499,750.00 | 1.493 | 0.849 |
| LT | FEDERAL NATIONAL MORTGAGE ASSOCIA | 3136G0ZH7 | AGCY BOND | 09/05/2017 | 1,000,000.00 | 0.755 | 1,004,181.06 | 1,004,540.00 | 1.433 | 1.415 |
| LT | FEDERAL NATIONAL MORTGAGE ASSOCIA | 3136G2K63 | AGCY BOND | 05/25/2018 | 750,000.00 | 1.200 | 750,000.00 | 750,000.00 | 2.151 | 1.167 |
| LT | FEDERAL NATIONAL MORTGAGE ASSOCIA | 3136G2M20 | AGCY BOND | 09/28/2018 | 500,000.00 | 1.208 | 499,898.03 | 499,875.00 | 2.496 | 1.626 |
| LT | FEDERAL NATIONAL MORTGAGE ASSOCIA | 3136G2RD1 | AGCY BOND | 10/26/2018 | 750,000.00 | 1.020 | 750,000.00 | 750,000.00 | 2.572 | 1.851 |
| LT | FEDERAL NATIONAL MORTGAGE ASSOCIA | 3136G2ZW0 | AGCY BOND | 02/26/2019 | 1,000,000.00 | 1.125 | 1,000,000.00 | 1,000,000.00 | 2.909 | 1.939 |
| LT | First Bank of Highland Park | 319141CD7 | CD | 08/07/2017 | 245,000.00 | 1.150 | 244,836.90 | 244,637.40 | 1.353 | 1.335 |
| LT | First Commercial Bank | 31984GDH9 | CD | 04/28/2017 | 245,000.00 | 0.941 | 244,894.46 | 244,755.00 | 1.077 | 1.064 |
| LT | First General Bank | 320337BD9 | CD | 07/31/2017 | 250,000.00 | 0.900 | 250,000.00 | 250,000.00 | 1.334 | 1.318 |
| LT | FNB Bank, Inc. | 330459AU2 | CD | 10/17/2017 | 150,000.00 | 1.234 | 149,922.59 | 149,850.00 | 1.548 | 1.522 |
| LT | 1st Security Bank of Washington | 33625CAN9 | CD | 04/28/2017 | 245,000.00 | 0.991 | 244,894.70 | 244,755.00 | 1.077 | 1.064 |
| LT | GE Capital Bank | 36163FHB2 | CD | 05/23/2017 | 245,000.00 | 1.200 | 244,861.53 | 244,637.40 | 1.145 | 1.128 |
| LT | Goldman Sachs Bank USA | 38147JG63 | CD | 06/12/2017 | 245,000.00 | 1.150 | 244,855.42 | 244,637.40 | 1.200 | 1.183 |
| LT | Iroquois Federal Savings and Loan Association | 46355PBR8 | CD | 09/29/2017 | 250,000.00 | 1.000 | 250,000.00 | 250,000.00 | 1.498 | 1.478 |
| LT | JPMorgan Chase Bank, National Association | 48125T6E0 | CD | 04/10/2018 | 250,000.00 | 1.300 | 250,000.00 | 250,000.00 | 2.027 | 1.983 |
| LT | Luana Savings Bank | 549103TH2 | CD | 02/20/2018 | 250,000.00 | 0.975 | 249,882.17 | 249,875.00 | 1.893 | 1.867 |
| LT | MB Financial Bank, National Association | 55266CMZ6 | CD | 08/06/2018 | 245,000.00 | 1.384 | 244,808.25 | 244,755.00 | 2.350 | 2.294 |
| LT | Manufacturers and Traders Trust Company | 564759QT8 | CD | 06/11/2018 | 245,000.00 | 1.243 | 244,776.18 | 244,693.75 | 2.197 | 2.152 |
| LT | Marlin Business Bank | 57116AHV3 | CD | 04/17/2017 | 245,000.00 | 1.090 | 244,897.98 | 244,755.00 | 1.047 | 1.032 |
| LT | Medallion Bank | 58403BP26 | CD | 06/09/2017 | 245,000.00 | 1.050 | 244,856.15 | 244,637.40 | 1.192 | 1.176 |
| LT | Mercantil Commercebank, National Association | 58733AAZ2 | CD | 11/20/2017 | 245,000.00 | 1.230 | 244,881.02 | 244,781.95 | 1.641 | 1.611 |
| LT | NBT Bank, N.A. | 628779FH8 | CD | 06/06/2017 | 245,000.00 | 1.000 | 244,857.02 | 244,637.40 | 1.183 | 1.168 |
| LT | Northfield Bank | 66612AAS7 | CD | 04/30/2018 | 245,000.00 | 1.100 | 244,748.89 | 244,637.40 | 2.082 | 2.043 |
| LT | Oostburg State Bank | 683430BT8 | CD | 09/28/2018 | 250,000.00 | 1.300 | 249,692.51 | 249,630.00 | 2.496 | 2.440 |
| LT | The Park National Bank | 700654AW6 | CD | 09/26/2017 | 245,000.00 | 1.400 | 244,821.08 | 244,639.85 | 1.490 | 1.463 |
| LT | Providence Bank | 743738BU9 | CD | 11/17/2017 | 245,000.00 | 0.975 | 244,900.02 | 244,877.50 | 1.632 | 1.610 |
| LT | Sallie Mae Bank | 795450TF2 | CD | 09/25/2017 | 90,000.00 | 1.449 | 89,934.57 | 89,867.70 | 1.487 | 1.464 |
| LT | Towne Bank | 89214PAT6 | CD | 05/29/2018 | 245,000.00 | 1.234 | 244,823.85 | 244,755.00 | 2.162 | 2.117 |
| LT | United Bankers' Bank | 909557ER7 | CD | 05/29/2018 | 245,000.00 | 1.134 | 244,823.85 | 244,755.00 | 2.162 | 2.122 |
| LT | United Bankers' Bank | 909557EW6 | CD | 09/28/2018 | 250,000.00 | 1.350 | 249,694.31 | 249,632.50 | 2.496 | 2.438 |
| LT | UNITED STATES TREASURY | 912828A75 | US GOV | 12/31/2018 | 750,000.00 | 1.110 | 757,887.92 | 758,027.34 | 2.753 | 2.684 |
| LT | UNITED STATES TREASURY | 912828B33 | US GOV | 01/31/2019 | 1,000,000.00 | 0.956 | 1,015,150.91 | 1,015,585.94 | 2.838 | 2.769 |
| LT | UNITED STATES TREASURY | 912828C65 | US GOV | 03/31/2019 | 1,000,000.00 | 1.085 | 1,015,871.80 | 1,016,210.94 | 3.000 | 2.928 |
| LT | UNITED STATES TREASURY | 912828M64 | US GOV | 11/15/2018 | 750,000.00 | 1.235 | 750,289.42 | 750,322.27 | 2.627 | 2.567 |
| LT | UNITED STATES TREASURY | 912828NW6 | US GOV | 08/31/2017 | 1,000,000.00 | 0.739 | 1,015,939.65 | 1,017,070.31 | 1.419 | 1.397 |
| LT | UNITED STATES TREASURY | 912828PF1 | US GOV | 10/31/2017 | 750,000.00 | 0.976 | 760,546.66 | 769,658.20 | 1.586 | 1.549 |
| LT | UNITED STATES TREASURY | 912828PN4 | US GOV | 12/31/2017 | 750,000.00 | 1.101 | 771,344.85 | 787,148.44 | 1.753 | 1.704 |
| LT | UNITED STATES TREASURY | 912828PT1 | US GOV | 01/31/2018 | 750,000.00 | 0.988 | 772,243.81 | 774,814.46 | 1.838 | 1.791 |
| LT | UNITED STATES TREASURY | 912828PY0 | US GOV | 02/28/2018 | 750,000.00 | 1.094 | 773,446.14 | 787,148.44 | 1.914 | 1.869 |
| LT | UNITED STATES TREASURY | 912828QB9 | US GOV | 03/31/2018 | 750,000.00 | 1.171 | 775,148.86 | 788,261.72 | 2.000 | 1.951 |
| LT | UNITED STATES TREASURY | 912828SS0 | US GOV | 04/30/2017 | 750,000.00 | 0.781 | 750,756.25 | 752,021.48 | 1.082 | 1.072 |
| LT | UNITED STATES TREASURY | 912828WD8 | US GOV | 10/31/2018 | 300,000.00 | 1.114 | 301,033.96 | 301,195.31 | 2.586 | 2.526 |
| LT | UNITED STATES TREASURY | 912828WT3 | US GOV | 07/15/2017 | 500,000.00 | 1.018 | 499,086.84 | 497,890.63 | 1.290 | 1.280 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| LT | UNITED STATES TREASURY | 912828XF2 | US GOV | 06/15/2018 | 500,000.00 | 1.148 | 499,754.89 | 499,667.96 | 2.208 | 2.172 |
| LT | The Washington Trust Company of Westerly | 940637GP0 | CD | 10/10/2017 | 245,000.00 | 1.400 | 244,817.13 | 244,639.85 | 1.528 | 1.506 |
| LT | WebBank | 947547HD0 | CD | 09/26/2017 | 245,000.00 | 1.434 | 244,877.50 | 244,755.00 | 1.490 | 1.462 |
| LT | Welch State Bank of Welch, Okla. | 949095AT0 | CD | 07/17/2018 | 238,000.00 | 1.384 | 237,817.74 | 237,762.00 | 2.296 | 2.243 |
| LT | World's Foremost Bank | 981571BR2 | CD | 08/13/2018 | 200,000.00 | 1.750 | 199,768.02 | 199,706.00 | 2.370 | 2.300 |
| LT | Yadkin Bank | 984308BH8 | CD | 05/15/2017 | 245,000.00 | 1.089 | 244,893.63 | 244,755.00 | 1.123 | 1.108 |
| **LT** | --- | --- | --- | --- | **39,143,000.00** | --- | **39,295,295.27** | **39,346,082.26** | --- | --- |

| eneral Ledger Groupir | Description | Identifier | Security Type | Final Maturity | Original Units | Book Yield | Ammortized Book | Cost Value | WAL | Duration |
|---|---|---|---|---|---|---|---|---|---|---|
| ST | American Express Centurion Bank | 02587DQE1 | CD | 7/18/2016 | 150,000.00 | 0.725 | 150,164.68 | 151,200.00 | 0.298 | 0.295 |
| ST | American Express Centurion Bank | 02587DGM4 | CD | 11/10/2016 | 100,000.00 | 0.800 | 100,754.61 | 102,988.00 | 0.613 | 0.604 |
| ST | Berkshire Bank | 084601FJ7 | CD | 2/28/2017 | 250,000.00 | 0.700 | 250,000.00 | 250,000.00 | 0.914 | 0.907 |
| ST | BMW Bank of North America | 05568P6W2 | CD | 3/14/2017 | 245,000.00 | 1.000 | 245,000.00 | 245,000.00 | 0.953 | 0.944 |
| ST | Campbell County Bank, Inc. | 134204BQ8 | CD | 8/26/2016 | 200,000.00 | 0.650 | 200,000.00 | 200,000.00 | 0.405 | 0.401 |
| ST | CIT Bank, N.A. | 17284AZA9 | CD | 9/28/2016 | 100,000.00 | 0.900 | 100,608.57 | 102,840.00 | 0.496 | 0.491 |
| ST | Compass Bank | 20451PJV9 | CD | 11/28/2016 | 245,000.00 | 0.800 | 244,919.90 | 244,696.20 | 0.663 | 0.656 |
| ST | EagleBank | 27002YCF1 | CD | 12/27/2016 | 245,000.00 | 0.925 | 244,954.82 | 244,877.50 | 0.742 | 0.734 |
| ST | FEDERAL FARM CREDIT BANKS FUNDING C | 3133ECT79 | AGCY BOND | 3/1/2017 | 500,000.00 | 0.800 | 500,910.39 | 502,705.00 | 0.917 | 0.911 |
| ST | FEDERAL NATIONAL MORTGAGE ASSOCIA | 3135G0GY3 | AGCY BOND | 1/30/2017 | 500,000.00 | 0.770 | 501,978.56 | 506,250.00 | 0.835 | 0.828 |
| ST | Flushing Bank | 34387AAM1 | CD | 3/24/2017 | 245,000.00 | 1.125 | 244,940.41 | 244,848.10 | 0.980 | 0.967 |
| ST | Great Midwest Bank, State Savings Bank | 39083PCK6 | CD | 7/27/2016 | 245,000.00 | 0.750 | 245,000.00 | 245,000.00 | 0.323 | 0.319 |
| ST | Iberiabank | 45083ADT6 | CD | 3/30/2017 | 245,000.00 | 1.151 | 244,878.28 | 244,696.20 | 0.997 | 0.986 |
| ST | Investors Bank | 46176PCX1 | CD | 7/21/2016 | 245,000.00 | 0.700 | 245,000.00 | 245,000.00 | 0.307 | 0.303 |
| ST | Main Street Bank Corp. | 56034WAH4 | CD | 12/16/2016 | 245,000.00 | 0.900 | 245,000.00 | 245,000.00 | 0.712 | 0.704 |
| ST | NAMPA DEV CORP IDAHO REV ALLOCATIO | 629869AF5 | MUNI | 3/1/2017 | 185,000.00 | 4.196 | 184,841.55 | 183,958.45 | 0.917 | 0.899 |
| ST | Northbrook Bank & Trust Company | 663808AK9 | CD | 8/9/2016 | 250,000.00 | 0.550 | 250,265.31 | 250,900.00 | 0.359 | 0.355 |
| ST | Safra National Bank of New York | 78658QQM8 | CD | 9/16/2016 | 250,000.00 | 0.649 | 250,000.00 | 250,000.00 | 0.463 | 0.459 |
| ST | Sallie Mae Bank | 795450QY4 | CD | 10/31/2016 | 157,000.00 | 0.800 | 157,452.39 | 158,854.17 | 0.586 | 0.578 |
| ST | Synchrony Bank | 36159C3H7 | CD | 9/30/2016 | 245,000.00 | 1.050 | 246,142.46 | 250,404.70 | 0.501 | 0.496 |
| ST | Synovus Bank | 87164DHP8 | CD | 2/23/2017 | 250,000.00 | 0.720 | 249,955.19 | 249,950.00 | 0.901 | 0.893 |
| ST | The PrivateBank and Trust Company | 74267GUP0 | CD | 2/21/2017 | 245,000.00 | 0.950 | 244,891.92 | 244,666.80 | 0.895 | 0.885 |
| ST | UBS Bank USA | 90348JAL4 | CD | 07/01/2016 | 150,000.00 | 0.551 | 150,074.36 | 150,328.50 | 0.252 | 0.248 |
| ST | UNITED STATES TREASURY | 912828RF9 | US GOV | 8/31/2016 | 750,000.00 | 0.457 | 751,676.81 | 757,177.74 | 0.419 | 0.415 |
| ST | UNITED STATES TREASURY | 912828RJ1 | US GOV | 9/30/2016 | 500,000.00 | 0.627 | 500,923.78 | 504,218.75 | 0.501 | 0.499 |
| ST | UNITED STATES TREASURY | 912828RM4 | US GOV | 10/31/2016 | 500,000.00 | 0.623 | 501,087.99 | 504,453.13 | 0.586 | 0.579 |
| ST | UNITED STATES TREASURY | 912828RX0 | US GOV | 12/31/2016 | 500,000.00 | 0.661 | 500,794.32 | 502,714.84 | 0.753 | 0.746 |
| ST | UNITED STATES TREASURY | 912828SC5 | US GOV | 1/31/2017 | 750,000.00 | 0.647 | 751,414.51 | 753,691.40 | 0.838 | 0.831 |
| ST | UNITED STATES TREASURY | 912828MS6 | US GOV | 2/28/2017 | 750,000.00 | 0.680 | 765,810.11 | 789,990.23 | 0.914 | 0.905 |
| ST | UNITED STATES TREASURY | 912828MV9 | US GOV | 3/31/2017 | 750,000.00 | 0.732 | 768,729.55 | 794,912.11 | 1.000 | 0.989 |
| ST | VESEY STREET INVESTMENT TRUST I | 925369AA8 | CORP | 9/1/2016 | 67,000.00 | 1.226 | 67,881.37 | 68,826.42 | 0.422 | 0.414 |
| ST | Wex Bank | 92937CCM8 | CD | 11/14/2016 | 245,000.00 | 0.925 | 244,961.80 | 244,877.50 | 0.624 | 0.617 |
| ST | Whitney Bank | 966594AF0 | CD | 8/18/2016 | 245,000.00 | 0.616 | 244,984.41 | 244,938.75 | 0.383 | 0.380 |
| **ST** | --- | --- | --- | --- | **10,549,000.00** | --- | **10,595,998.04** | **10,679,964.49** | --- | --- |

| General Ledger Grouping | Description | Identifier | Security Type | Final Maturity | Original Units | Book Yield | Ammortized Book | Cost Value | WAL | Duration |
|---|---|---|---|---|---|---|---|---|---|---|
| LID BONDS | LID 147 | Bond #13 | LID Bond | 1/25/2025 | | | $12,448.65 | $12,448.65 | | 8.8 |
| LID BONDS | LID 147 | Bond #14 | LID Bond | 1/25/2026 | | | $12,448.65 | $12,448.65 | | 9.8 |
| LID BONDS | LID 147 | Bond #15 | LID Bond | 1/25/2027 | | | $12,448.65 | $12,448.65 | | 10.8 |
| LID BONDS | LID 147 | Bond #16 | LID Bond | 1/25/2028 | | | $12,448.65 | $12,448.65 | | 11.8 |
| LID BONDS | LID 147 | Bond #17 | LID Bond | 1/25/2029 | | | $12,448.65 | $12,448.65 | | 12.8 |
| LID BONDS | LID 147 | Bond #18 | LID Bond | 1/25/2030 | | | $12,448.65 | $12,448.65 | | 13.8 |
| LID BONDS | LID 147 | Bond #19 | LID Bond | 1/25/2031 | | | $12,448.65 | $12,448.65 | | 14.8 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| LID BONDS | LID 147 | Bond #20 | LID Bond | 1/25/2032 | $12,448.65 | $12,448.65 | 15.8 |
| LID BONDS | LID 151 | Bond #4 | LID Bond | 7/18/2016 | $20,146.00 | $20,146.00 | 0.3 |
| LID BONDS | LID 151 | Bond #5 | LID Bond | 7/18/2017 | $20,146.00 | $20,146.00 | 1.3 |
| LID BONDS | LID 151 | Bond #6 | LID Bond | 7/18/2018 | $20,146.00 | $20,146.00 | 2.3 |
| LID BONDS | LID 151 | Bond #7 | LID Bond | 7/18/2019 | $20,146.00 | $20,146.00 | 3.3 |
| LID BONDS | LID 151 | Bond #8 | LID Bond | 7/18/2020 | $20,146.00 | $20,146.00 | 4.3 |
| LID BONDS | LID 151 | Bond #9 | LID Bond | 7/18/2021 | $20,146.00 | $20,146.00 | 5.3 |
| LID BONDS | LID 151 | Bond #10 | LID Bond | 7/18/2022 | $20,146.00 | $20,146.00 | 6.3 |
| LID BONDS | LID 153 | Bond #2A | LID Bond | 12/10/2016 | $3,813.72 | $3,813.72 | 0.7 |
| LID BONDS | LID 153 | Bond #2B | LID Bond | 12/10/2016 | $3,813.72 | $3,813.72 | 0.7 |
| LID BONDS | LID 153 | Bond #2C | LID Bond | 12/10/2016 | $3,813.72 | $3,813.72 | 0.7 |
| LID BONDS | LID 153 | Bond #3A | LID Bond | 12/10/2017 | $3,813.72 | $3,813.72 | 1.7 |
| LID BONDS | LID 153 | Bond #3B | LID Bond | 12/10/2017 | $3,813.72 | $3,813.72 | 1.7 |
| LID BONDS | LID 153 | Bond #3C | LID Bond | 12/10/2017 | $3,813.72 | $3,813.72 | 1.7 |
| LID BONDS | LID 153 | Bond #4A | LID Bond | 12/10/2018 | $3,813.72 | $3,813.72 | 2.7 |
| LID BONDS | LID 153 | Bond #4B | LID Bond | 12/10/2018 | $3,813.72 | $3,813.72 | 2.7 |
| LID BONDS | LID 153 | Bond #4C | LID Bond | 12/10/2018 | $3,813.72 | $3,813.72 | 2.7 |
| LID BONDS | LID 153 | Bond #5A | LID Bond | 12/10/2019 | $3,813.72 | $3,813.72 | 3.7 |
| LID BONDS | LID 153 | Bond #5B | LID Bond | 12/10/2019 | $3,813.72 | $3,813.72 | 3.7 |
| LID BONDS | LID 153 | Bond #5C | LID Bond | 12/10/2019 | $3,813.72 | $3,813.72 | 3.7 |
| LID BONDS | LID 153 | Bond #6A | LID Bond | 12/10/2020 | $3,813.72 | $3,813.72 | 4.7 |
| LID BONDS | LID 153 | Bond #6B | LID Bond | 12/10/2020 | $3,813.72 | $3,813.72 | 4.7 |
| LID BONDS | LID 153 | Bond #6C | LID Bond | 12/10/2020 | $3,813.72 | $3,813.72 | 4.7 |
| LID BONDS | LID 153 | Bond #7A | LID Bond | 12/10/2021 | $3,813.72 | $3,813.72 | 5.7 |
| LID BONDS | LID 153 | Bond #7B | LID Bond | 12/10/2021 | $3,813.72 | $3,813.72 | 5.7 |
| LID BONDS | LID 153 | Bond #7C | LID Bond | 12/10/2021 | $3,813.72 | $3,813.72 | 5.7 |
| LID BONDS | LID 153 | Bond #8A | LID Bond | 12/10/2022 | $3,813.72 | $3,813.72 | 6.7 |
| LID BONDS | LID 153 | Bond #8B | LID Bond | 12/10/2022 | $3,813.72 | $3,813.72 | 6.7 |
| LID BONDS | LID 153 | Bond #8C | LID Bond | 12/10/2022 | $3,813.72 | $3,813.72 | 6.7 |
| LID BONDS | LID 153 | Bond #9A | LID Bond | 12/10/2023 | $3,813.72 | $3,813.72 | 7.7 |
| LID BONDS | LID 153 | Bond #9B | LID Bond | 12/10/2023 | $3,813.72 | $3,813.72 | 7.7 |
| LID BONDS | LID 153 | Bond #9C | LID Bond | 12/10/2023 | $3,813.72 | $3,813.72 | 7.7 |
| LID BONDS | LID 153 | Bond #10A | LID Bond | 12/10/2024 | $3,813.72 | $3,813.72 | 8.7 |
| LID BONDS | LID 153 | Bond #10B | LID Bond | 12/10/2024 | $3,813.72 | $3,813.72 | 8.7 |
| LID BONDS | LID 153 | Bond #10C | LID Bond | 12/10/2024 | $3,813.72 | $3,813.72 | 8.7 |
| LID BONDS | LID 155 | Bond #1A | LID Bond | 7/22/2016 | $4,072.62 | $4,072.62 | 0.3 |
| LID BONDS | LID 155 | Bond #1B | LID Bond | 7/22/2016 | $4,072.56 | $4,072.56 | 0.3 |
| LID BONDS | LID 155 | Bond #1C | LID Bond | 7/22/2016 | $4,072.56 | $4,072.56 | 0.3 |
| LID BONDS | LID 155 | Bond #2A | LID Bond | 7/22/2017 | $4,072.56 | $4,072.56 | 1.3 |
| LID BONDS | LID 155 | Bond #2B | LID Bond | 7/22/2017 | $4,072.56 | $4,072.56 | 1.3 |
| LID BONDS | LID 155 | Bond #2C | LID Bond | 7/22/2017 | $4,072.56 | $4,072.56 | 1.3 |
| LID BONDS | LID 155 | Bond #3A | LID Bond | 7/22/2018 | $4,072.56 | $4,072.56 | 2.3 |
| LID BONDS | LID 155 | Bond #3B | LID Bond | 7/22/2018 | $4,072.56 | $4,072.56 | 2.3 |
| LID BONDS | LID 155 | Bond #3C | LID Bond | 7/22/2018 | $4,072.56 | $4,072.56 | 2.3 |
| LID BONDS | LID 155 | Bond #4A | LID Bond | 7/22/2019 | $4,072.56 | $4,072.56 | 3.3 |
| LID BONDS | LID 155 | Bond #4B | LID Bond | 7/22/2019 | $4,072.56 | $4,072.56 | 3.3 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| LID BONDS | LID 155 | Bond #4C | LID Bond | 7/22/2019 | $4,072.56 | $4,072.56 | 3.3 |
| LID BONDS | LID 155 | Bond #5A | LID Bond | 7/22/2020 | $4,072.56 | $4,072.56 | 4.3 |
| LID BONDS | LID 155 | Bond #5B | LID Bond | 7/22/2020 | $4,072.56 | $4,072.56 | 4.3 |
| LID BONDS | LID 155 | Bond #5C | LID Bond | 7/22/2020 | $4,072.56 | $4,072.56 | 4.3 |
| LID BONDS | LID 155 | Bond #6A | LID Bond | 7/22/2021 | $4,072.56 | $4,072.56 | 5.3 |
| LID BONDS | LID 155 | Bond #6B | LID Bond | 7/22/2021 | $4,072.56 | $4,072.56 | 5.3 |
| LID BONDS | LID 155 | Bond #6C | LID Bond | 7/22/2021 | $4,072.56 | $4,072.56 | 5.3 |
| LID BONDS | LID 155 | Bond #7A | LID Bond | 7/22/2022 | $4,072.56 | $4,072.56 | 6.3 |
| LID BONDS | LID 155 | Bond #7B | LID Bond | 7/22/2022 | $4,072.56 | $4,072.56 | 6.3 |
| LID BONDS | LID 155 | Bond #7C | LID Bond | 7/22/2022 | $4,072.56 | $4,072.56 | 6.3 |
| LID BONDS | LID 155 | Bond #8A | LID Bond | 7/22/2023 | $4,072.56 | $4,072.56 | 7.3 |
| LID BONDS | LID 155 | Bond #8B | LID Bond | 7/22/2023 | $4,072.56 | $4,072.56 | 7.3 |
| LID BONDS | LID 155 | Bond #8C | LID Bond | 7/22/2023 | $4,072.56 | $4,072.56 | 7.3 |
| LID BONDS | LID 155 | Bond #9A | LID Bond | 7/22/2024 | $4,072.56 | $4,072.56 | 8.3 |
| LID BONDS | LID 155 | Bond #9B | LID Bond | 7/22/2024 | $4,072.56 | $4,072.56 | 8.3 |
| LID BONDS | LID 155 | Bond #9C | LID Bond | 7/22/2024 | $4,072.56 | $4,072.56 | 8.3 |
| LID BONDS | LID 155 | Bond #10A | LID Bond | 7/22/2025 | $4,072.56 | $4,072.56 | 9.3 |
| LID BONDS | LID 155 | Bond #10B | LID Bond | 7/22/2025 | $4,072.56 | $4,072.56 | 9.3 |
| LID BONDS | LID 155 | Bond #10C | LID Bond | 7/22/2025 | $4,072.56 | $4,072.56 | 9.3 |
| LID BONDS | LID 156 | Bond #2 | LID Bond | 10/15/2016 | $1,362.61 | $1,362.61 | 0.5 |
| LID BONDS | LID 156 | Bond #3 | LID Bond | 10/15/2017 | $1,362.61 | $1,362.61 | 1.5 |
| LID BONDS | LID 156 | Bond #4 | LID Bond | 10/15/2018 | $1,362.61 | $1,362.61 | 2.5 |
| LID BONDS | LID 156 | Bond #5 | LID Bond | 10/15/2019 | $1,362.61 | $1,362.61 | 3.5 |
| LID BONDS | LID 156 | Bond #6 | LID Bond | 10/15/2020 | $1,362.61 | $1,362.61 | 4.5 |
| LID BONDS | LID 156 | Bond #7 | LID Bond | 10/15/2021 | $1,362.61 | $1,362.61 | 5.5 |
| LID BONDS | LID 156 | Bond #8 | LID Bond | 10/15/2022 | $1,362.61 | $1,362.61 | 6.5 |
| LID BONDS | LID 156 | Bond #9 | LID Bond | 10/15/2023 | $1,362.61 | $1,362.61 | 7.5 |
| LID BONDS | LID 156 | Bond #10 | LID Bond | 10/15/2024 | $1,362.61 | $1,362.61 | 8.5 |
| | **LID Bonds Subtotal** | | | | **478,021.99** | **478,021.99** | |

| | | |
|---|---|---|
| ***Portfolio Totals*** | ***71,879,410.17*** | ***72,037,414.13*** |

| | |
|---|---|
| ***Cash/Cash Equivalents Percentage*** | ***29.89%*** |
| ***Short Term Custodial Securities Percentage*** | ***14.83%*** |
| ***Local Improvement District Bond Percentage*** | ***0.66%*** |
| ***Long Term Custodial Securities Percentage*** | ***54.62%*** |

# 2016 – 2017
# LIQUOR RENEWAL LIST

| BUSINESS NAME | ADDRESS | |
|---|---|---|
| ~~Greenhurst Chevron~~ | ~~3030 E Greenhurst Road~~ | ~~02/16/2016~~ |
| ~~Wing Nutz~~ | ~~1228 N Galleria Drive~~ | ~~02/16/2016~~ |
| ~~Chapala Mexican Restaurant~~ | ~~525 Caldwell Blvd~~ | ~~02/16/2016~~ |
| ~~Ridgecrest Golf Club~~ | ~~3730 Ridgecrest Drive~~ | ~~02/16/2016~~ |
| ~~Landmark Café~~ | ~~3143 E Greenhurst Rd~~ | ~~02/16/2016~~ |
| ~~Idaho Pizza Company~~ | ~~104 W Iowa~~ | ~~02/16/2016~~ |
| ~~Applebee's Grill & Bar~~ | ~~1527 Caldwell Blvd~~ | ~~02/16/2016~~ |
| ~~WingStop~~ | ~~2025 12th Ave Rd #140~~ | ~~02/16/2016~~ |
| ~~Shari's~~ | ~~1807 Caldwell Blvd~~ | ~~03/07/2016~~ |
| ~~Shadow Hills LLC~~ | ~~112/114 13th Ave South~~ | ~~03/07/2016~~ |
| ~~Friendly Fred's~~ | ~~507 16th Ave No~~ | ~~03/07/2016~~ |
| ~~Brick 29 LLC~~ | ~~320 11th Ave S~~ | ~~03/07/2016~~ |
| ~~Red Robin~~ | ~~222 Cassia Rd~~ | ~~03/07/2016~~ |
| ~~Starbuck's~~ | ~~1324 12th Ave Rd~~ | ~~03/07/2016~~ |
| ~~Smoky Mountain Pizza&Pasta~~ | ~~2007 N Cassia~~ | ~~03/07/2016~~ |
| ~~Hong Kong Restaurant~~ | ~~117 12th Ave So~~ | ~~03/07/2016~~ |
| ~~Texas Roadhouse~~ | ~~1830 Caldwell Blvd~~ | ~~03/07/2016~~ |
| ~~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 12th Ave Rd~~ | ~~03/21/2016~~ |
| ~~Tobacco Connection#16~~ | ~~1107 12th 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 11th Ave N~~ | ~~03/21/2016~~ |
| ~~Aces Place~~ | ~~1652 Garrity~~ | ~~04/4/16~~ |
| ~~Nampa Civic Center~~ | ~~411 3rd St. South~~ | ~~04/4/16~~ |
| ~~Ford Idaho Center~~ | ~~16200 Idaho Center~~ | ~~04/4/16~~ |
| ~~La Botana~~ | ~~1512 1St St.~~ | ~~04/4/16~~ |
| ~~Firehouse Sports Pub~~ | ~~1515 N Midland~~ | ~~04/4/16~~ |
| ~~The Olive Garden Italian Restaurant~~ | ~~16401 North Market Place~~ | ~~04/4/16~~ |
| ~~Airport Inn~~ | ~~3111 Garrity Blvd~~ | ~~04/04/2016~~ |
| ~~Monkey Bizness~~ | ~~724 1st St South~~ | ~~04/04/2016~~ |
| ~~Jacksons#144~~ | ~~11950 W Karcher Rd~~ | ~~4/04/2016~~ |
| ~~Jacksons# 117~~ | ~~4315 Garrity Rd~~ | ~~4/04/2016~~ |
| ~~Jacksons# 85~~ | ~~612 Northside Blvd~~ | ~~4/04/2016~~ |
| ~~Jacksons# 62~~ | ~~100 Caldwell Blvd~~ | ~~4/04/2016~~ |
| ~~Jacksons#61~~ | ~~927 Caldwell Blvd~~ | ~~4/04/2016~~ |
| ~~Jacksons#60~~ | ~~224 22nd Ave S~~ | ~~4/04/2016~~ |
| ~~Jacksons#59~~ | ~~2513 Caldwell~~ | ~~4/04/2016~~ |
| ~~Jacksons# 5~~ | ~~1407 Franklin~~ | ~~4/04/2016~~ |
| ~~Pete's Tavern~~ | ~~11 12th Ave S~~ | ~~4/04/2016~~ |

# 2016 – 2017
# LIQUOR RENEWAL LIST

| BUSINESS NAME | ADDRESS | |
|---|---|---|
| ~~Gem Stop #20~~ | ~~1520 S. Middleton Rd~~ | ~~4/04/2016~~ |
| ~~Gem Stop#32~~ | ~~111 S Midland Blvd~~ | ~~4/04/2016~~ |
| ~~Gem Stop#15~~ | ~~1604 2nd Ave South~~ | ~~4/04/2016~~ |
| ~~Gem Stop #11~~ | ~~4624 Amity Ave~~ | ~~4/04/2016~~ |
| ~~Gem Stop#10~~ | ~~323 Caldwell Blvd~~ | ~~4/04/2016~~ |
| ~~Gem Stop#8~~ | ~~1400 Franklin Blvd~~ | ~~4/04/2016~~ |
| ~~Chapala Mexican Restaurant III~~ | ~~2117 12th Ave Rd~~ | ~~4/04/2016~~ |
| Costco Wholesale | 16700 N. Market Place | 4/18/2016 |
| Fiesta Guadalajara | 1202 N J Alcott Way | 4/18/2016 |
| Stinker Store #44 | 524 12th Ave | 4/18/2016 |
| Stinker Store #48 | 224 Holly St. | 4/18/2016 |
| Stinker Store #82 | 3319 Garrity Blvd. | 4/18/2016 |
| Stinker Store #113 | 803 12th Ave S | 4/18/2016 |
| Maverik #287 | 2211 N Franklin Blvd | 4/18/2016 |
| Maverik #522 | 2516 W Karcher Rd. | 4/18/2016 |
| Maverik #178 | 723 N. 12th Ave Rd. | 4/18/2016 |
| El Tenampa | 248 Caldwell Blvd. | 4/18/2016 |
| Tacos El Ray | 2707 Garrity Blvd | 4/18/2016 |
| Tangos Subs & Empanadas | 337 Caldwell Blvd | 4/18/2016 |
| Nampa Gusher | 324 3rd St S | 4/18/2016 |
| Agurlilla Restaurant | 324 11 Ave N | 4/18/2016 |
| Chicago Connection | 523 12th Ave Rd | 4/18/2016 |
| Tiny's Lounge | 10 12th Ave South | 4/18/2016 |
| El Rinconcito | 824 1st St. S. | 4/18/2016 |
| Prefunk Beer Bar | 1214 1st St. S | 4/18/2016 |
| Asian Grocery | 453 Caldwell Blvd. | 4/18/2016 |
| Flying M Coffee | 1314 2nd St S. | 4/18/2016 |
| JP Thailand Express | 2025 12th Ave Rd #130 | 4/18/2016 |
| Denny's #6640 | 607 Northside Blvd | 4/18/2016 |

# BUILDING SAFETY MONTH MAY

## INTERNATIONAL CODE COUNCIL

### Promoting Awareness Through Building Safety Month

Building Safety Month (BSM), founded by the ICC, is celebrated by jurisdictions worldwide during the month of May. The City of Nampa Idaho ensures public safety through the education and enforcement of Building Codes as adopted by the State of Idaho.

Building Safety Month is a public awareness campaign to help individuals, families and businesses understand what it takes to create safe and sustainable structures. The campaign reinforces the need for adoption of modern, model building codes, a strong and efficient system of code enforcement and a well-trained, professional workforce to maintain the system.

The campaign is presented by the ICC and its 57,000 members worldwide along with a diverse partnership of professionals from the building construction, design and safety community. Corporations, government agencies, professional associations, nonprofits and more come together to support Building Safety Month because they understand the need for safe and sustainable structures where we live, work and play.

## Theme

This year's theme is ***Building Codes: Driving Growth through Innovation, Resilience and Safety***.

## History of Building Safety Month

For the last 36 years the 57,000 worldwide Members of the ICC have celebrated advances in constructing safe, sustainable, affordable and resilient buildings and homes. The ongoing support of Building Safety Month and the important role code officials play in public safety in the built environment comes from the President of the United States, governors, mayors, county executives and other government officials and construction industry professionals. The Building Safety Month campaign helps to improve public safety by increasing awareness about how building codes and code officials improve and protect the places where we live, learn, work, worship and play.

## Who Needs Building Codes

All communities need building codes to protect their citizens from disasters like fires, weather-related events and structural collapse. Model building codes are society's best way of protecting homes, offices, schools, manufacturing facilities, stores and entertainment venues. Code officials work day in and day out to keep the public safe. Building Safety Month is a month-long celebration of all aspects of building safety that helps families, employers and leaders understand and appreciate the best practices that keep the places where we live, work and play, safe.

BUILDING SAFETY MONTH MAY

INTERNATIONAL CODE COUNCIL

# *Proclamation*

**Building Safety Month — May, 2016**

*Whereas, our City's continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;*

*Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;*

*Whereas, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;*

*Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;*

*Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;*

*Whereas, "Building Codes: Driving Growth through Innovation, Resilience and Safety" the theme for Building Safety Month 2016, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry. Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,*

*Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

*NOW, THEREFORE, I, Robert L. Henry, Mayor of the City of Nampa, do hereby proclaim the month of May 2016 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.*

*Signature*

CITY OF NAMPA
REGULAR COUNCIL
April 18, 2016
**STAFF REPORT BY PUBLIC WORKS DEPARTMENT**
MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR

**Night Construction - Idaho Transportation Department Projects**

Per Nampa City Code 6-7-5, Engineer staff has authorized night time work for the following Idaho Transportation Department (ITD) construction projects:

**Key Number 13033** - Modifying intersection of Nampa-Caldwell Boulevard with Karcher/SH-55 to improve safety. The State of Idaho project will install medians to reduce conflicts between through traffic and left turning traffic and improve right turn movements. Construction will begin approximately June 1 and will entail a great deal of night work due to heavy daytime congestion at this intersection. The project is expected to take approximately 2.5 months to complete. These intersection improvements will be paid with safety funds from the Federal Highway Administration.

**Key Number 13934** - Enhancing on-ramps at Garrity Interchange on I-84. One lane will be added from northbound Garrity road and two dual left turn lanes from southbound Garrity Road, resulting in a total of four lanes on the ramp. The two outside lanes will merge at staggered locations along the ramp, resulting in no change to the number of lanes currently entering the interstate. These improvements will address current congestion and safety concerns at this interchange. This project will begin April 18 and continue for approximately two months. It is funded entirely with State funds. All work requiring a lane closure will be conducted between 10:00 p.m. and 5:00 a.m. No work will be performed in the roadway between 6:00 a.m. and 9:00 a.m.

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

City Council has requested updates on the progress of the Phase I Upgrades Project Group A at the City's Wastewater Treatment Plant. Staff and the Wastewater Program Management Team (WPMT) have been diligently tracking this project since construction started in early June 2015.

*Project Status*

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

- Notice to Proceed issued June 2, 2015
- The Contract Time Completed is currently at 39%
- The Contract Work Completed is currently at 43%

Key activities and milestones achieved since the update to City Council on February 16, 2016, include:

- Backfilling around the Primary Effluent Pump Station (PEPS) structure is nearing completion. This work includes installing the large pipes that will distribute flow to the aeration basins
- Mechanical equipment for PEPS, including three large pumps, have been delivered to the site and are awaiting installation
- PEPS Electrical Building is approaching final completion. This building will house the electrical systems required for PEPS operation
- Retrofits to Aeration Basin 2 have begun. These retrofits will change the basin configuration such that it is capable of removing phosphorus
- Submitted 430 submittals since the Beginning of Project: Technical submittals, as well as information required for compliance to the City's State Revolving Fund (SRF) Loan with the Idaho Department of Environmental Quality, have been received. Staff and the WPMT strive to respond to submittals as quickly as possible. Average response time is currently 18 days

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

- Installation of the mechanical equipment for the PEPS. This will include the installation of the three large pumps used to convey flow through the pump station
- Completion of the PEPS structure and backfilling
- PEPS start up is currently scheduled for June 2016
- Retrofits to Aeration Basin 2 are tentatively anticipated for July completion

The following photos show the progression of work at the site.

**Figure 1 – Primary Effluent Pump Station Electrical Building**

**Figure 2 – Modifications to Aeration Basin 2**

*Financial Report*

The following table shows current financials for Phase I Upgrades Project Group A:

| | Original Budget | Current Budget | Change Order Rate | Spent | Percent Spent |
|---|---|---|---|---|---|
| **Project Group A – Ewing** | $12,494,000 | $12,649,729 | 1.25% | $5,435,899 | 43% |
| **Phase I Upgrades Contingency** | $1,500,000 | $1,344,271 | N/A | N/A | N/A |
| **TOTAL** | $13,994,000 | $13,994,000 | N/A | $5,435,899 | 39% |

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF NAMPA, IDAHO, TO PROVIDE DV (DOWNTOWN VILLAGE) ZONE DESIGNATION FOR CERTAIN LANDS, COMMONLY KNOWN AS 8 10TH AVENUE S., 16 10TH AVENUE S., 1014 1ST STREET S., AND 1012 1ST STREET S., NAMPA, IDAHO, COMPRISING APPROXIMATELY .962 ACRES, MORE OR LESS; DETERMINING THAT SAID ZONING IS IN THE BEST INTEREST OF THE CITIZENS AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF NAMPA, IDAHO; REZONING SAID PROPERTY FROM DH (DOWNTOWN HISTORIC) TO DV (DOWNTOWN VILLAGE); PROVIDING FOR RECORDATION; INSTRUCTING THE CITY ENGINEER AND/OR PLANNING AND ZONING DIRECTOR TO DESIGNATE SAID PROPERTY AS DV (DOWNTOWN VILLAGE) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES, RULES AND REGULATIONS, AND PARTS THEREOF, IN CONFLICT HEREWITH.**

**BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, STATE OF IDAHO;**

**SECTION 1.** Whereas, it has been determined by the Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and following all public notice and hearing processes required by Idaho Code chapter 65, Title 67, that a rezone request applied for by Mike Mussell (REZ 2121-16) to rezone the hereinafter described real property from DH (Downtown Historic) to DV (Downtown Village) should be approved.

**SECTION 2.** It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described property in the City of Nampa, Canyon County, Idaho, commonly known as 8 10th Avenue S., 16 10th Avenue S., 1014 1st Street S., and 1012 1st Street S., Nampa, Idaho, comprising approximately .962 acres, more or less, be, and hereby is, rezoned from DH (Downtown Historic) to DV (Downtown Village), to-wit:

> **See Exhibit "A," attached hereto and made a part hereof by this reference.**

**SECTION 3.** That the recordation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa. The

City Engineer and/or Planning and Zoning Director is instructed to designate said property as DV (Downtown Village) on the Official Zoning Map and other area maps of the City of Nampa.

**SECTION 4.** This ordinance shall be in full force and effect from and after its passage, approval, publication and recordation according to law.

**SECTION 5.** All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO,** this ___ day of _____, 2016.

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO,** this ___ day of _____, 2016.

Attest:

_____ _____

Mayor Robert L. Henry City Clerk

**EXHIBIT "A"**
**Legal Description**

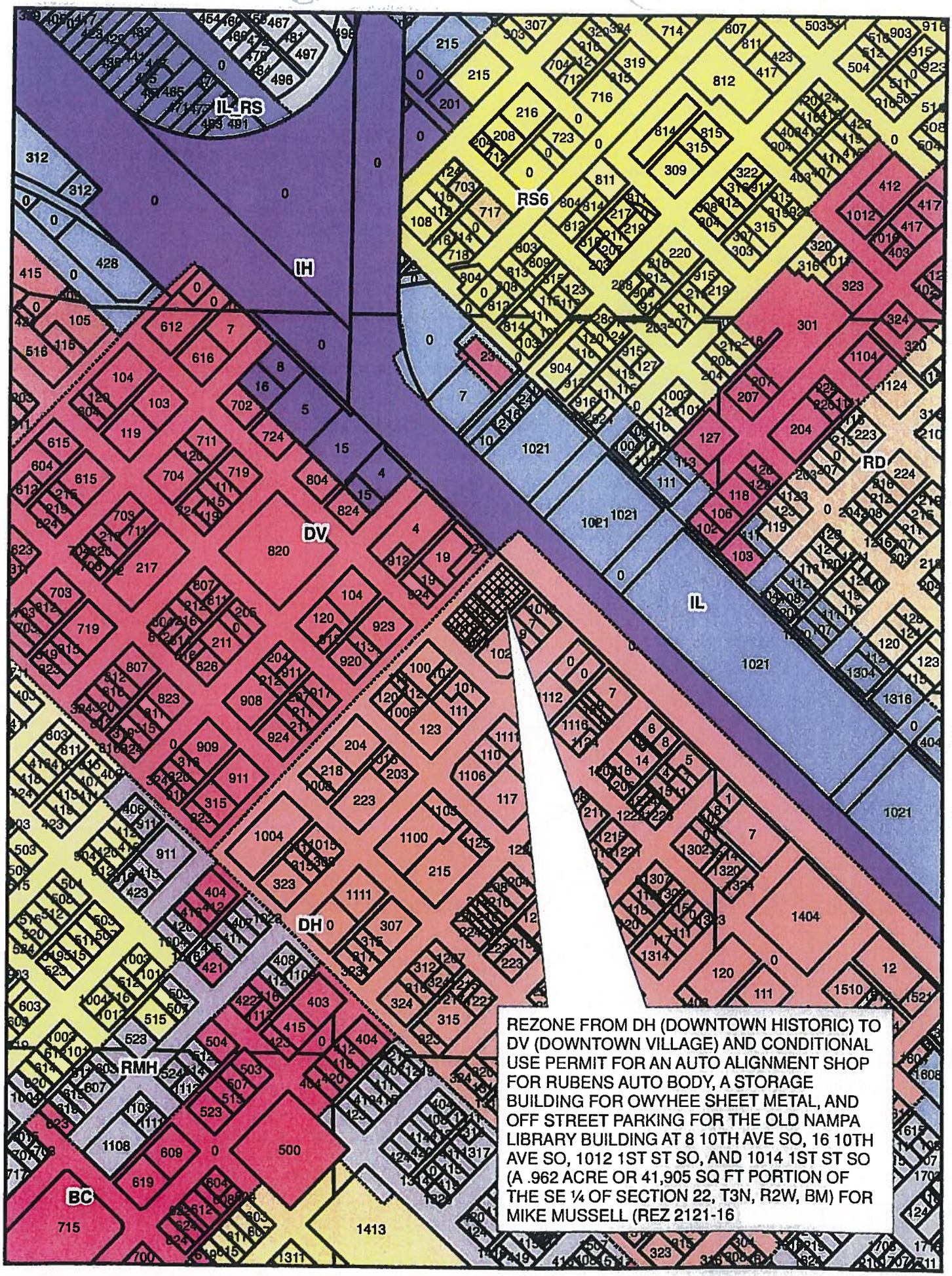
8 10th Avenue South, Nampa
16 10th Avenue South, Nampa
1014 1st St S, Nampa
1012 1st St S, Nampa

Lots 2, 4, 6 and 8 Block 5 of Nampa Original Townsite

and,

Lots 1, 2, 3, 4 and 5 and entire Vacated Alley of Partridge Resubdivision of Block 5 of Nampa Original Townsite

In the SE ¼ of Section 22 Township 3 North Range 2 West, Canyon County




REZONE FROM DH (DOWNTOWN HISTORIC) TO DV (DOWNTOWN VILLAGE) AND CONDITIONAL USE PERMIT FOR AN AUTO ALIGNMENT SHOP FOR RUBENS AUTO BODY, A STORAGE BUILDING FOR OWYHEE SHEET METAL, AND OFF STREET PARKING FOR THE OLD NAMPA LIBRARY BUILDING AT 8 10TH AVE SO, 16 10TH AVE SO, 1012 1ST ST SO, AND 1014 1ST ST SO (A .962 ACRE OR 41,905 SQ FT PORTION OF THE SE ¼ OF SECTION 22, T3N, R2W, BM) FOR MIKE MUSSELL (REZ 2121-16

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into this 11th day of April, 2016 (the "**Effective Date**"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "**City,**" and: Jeremy Hefner & Vic McLaughlin, hereinafter referred to as "**Owner(s)/Developer(s).**"

## RECITALS

A. Owner(s)/Developer(s) is the owner of approximately .962 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

B. Owner(s)/Developer(s) applied to City on or about January 07, 2016 (the "**date of application**") for rezoning of the Property from DH (Downtown Historic) to DV (Downtown Village) in anticipation of developing the Property (for the "**Project**").

C. City, pursuant to Sections 10-2-3 & 10-2-5, Nampa City Code, and Idaho Code Section 67-6511, has the authority to rezone the Property for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the annexation, zoning district assignment and development of the Property and the terms of this Agreement. City has approved the requested rezoning of the Property to DV subject to the terms and commitments contained in this Agreement.

## AGREEMENT

**NOW THEREFORE,** in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation..

2. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

3. The Project shall be developed in substantial conformance with the conceptual plans (i.e., site, landscape and building elevations) attached hereto as **Exhibit(s) "B (1-5)"** and made a part hereof (the "**Conceptual Plan(s)**"); provided, however, that Owner(s)/Developer(s) shall have limited flexibility to develop the Property to meet market conditions within the bounds of the City's ordinances, and, the only specific commitments concerning development of the Project which Owner(s)/Developer(s) is making are set forth herein. Upon recordation of this Agreement, Owner(s)/Developer(s) shall have all entitlement approvals required from City for development of the Project in substantial conformance with the Conceptual Plan.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner(s)/Developer(s), each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are in addition to those set forth herein, in no particular order, as further set forth in the Condition(s) of Approval attached hereto as **Exhibit "C"**, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner(s)/Developer(s) and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner(s)/Developer(s) to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner(s)/Developer(s) or its successors and/or assigns fails to cure such failure as set forth below.

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner(s)/Developer(s), or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Exception: the failure to begin site development of all or a portion of a project proposed under this Agreement does not necessarily serve as impetus to allege that the commitments contained herein are not being fulfilled. Rather, commencement of site work and/or construction then left in abandon or failure to abide by the terms of this Agreement, as herein iterated, shall serve as impetus to consider termination of this Agreement and reversion of zoning. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner(s)/Developer(s) failure to comply with the terms and conditions of this Agreement to Owner(s)/Developer(s) and Owner(s)/Developer(s) fails to cure such failure within six (6) months of Owner(s)/Developer(s) receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner(s)/Developer(s), and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction

standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is filed. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner(s)/Developer(s), each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

10 If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner(s)/Developer(s) and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner(s)/Developer(s) and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner(s)/Developer(s), its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner(s)/Developer(s) or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner(s)/Developer(s) of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner(s)/Developer(s) of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the

breach waived and shall not bar any other rights of remedies of Owner(s)/Developer(s) or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner(s)/Developer(s) shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner(s)/Developer(s) for the portion of the Property still owned by Owner(s)/Developer(s).

c. In the event the performance of any obligation to be performed hereunder by either Owner(s)/Developer(s) or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner(s)/Developer(s), or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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

CITY OF NAMPA

_____
Robert L. Henry, Mayor

_____
Attest: Debbie Bishop, City Clerk

STATE OF IDAHO )
) ss.
County of Canyon )

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

OWNER(S)/DEVELOPER(S)

Vic McLaughlin
VIC MCLAUGHLIN

Jeremy Hefner

STATE OF IDAHO

County of Canyon

On this __11th__ day of _____April_____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Vic McLaughlin and Jeremy Hefner, known or identified to me to be the persons(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Cheri Murray

Cheri Murray, Notary Public

Residing In: Nampa, ID

My Commission Expires: August 7, 2021

(Seal)

CHERI MURRAY
NOTARY
PUBLIC
STATE OF IDAHO

**EXHIBIT "A"**

LEGAL DESCRIPTION OF THE PROPERTY

**EXHIBIT "A"**
**Legal Description**

8 10th Avenue South, Nampa
16 10th Avenue South, Nampa
1014 1st St S, Nampa
1012 1st St S, Nampa

Lots 2, 4, 6 and 8 Block 5 of Nampa Original Townsite

and,

Lots 1, 2, 3, 4 and 5 and entire Vacated Alley of Partridge Resubdivision of Block 5 of Nampa Original Townsite

In the SE ¼ of Section 22 Township 3 North Range 2 West, Canyon County

**EXHIBIT "B"**

CONCEPTUAL PLAN(S)

EXHIBIT B-1

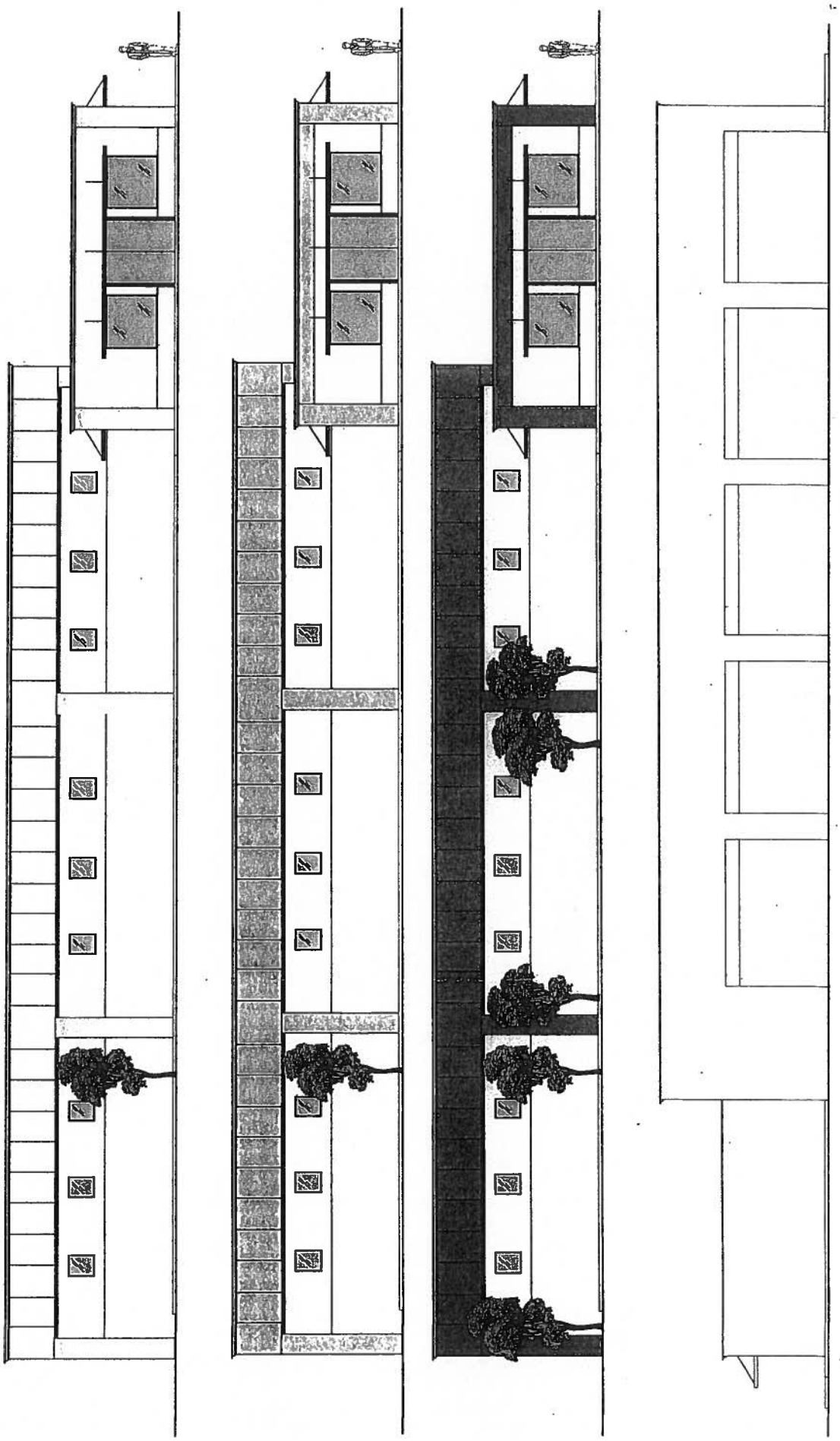
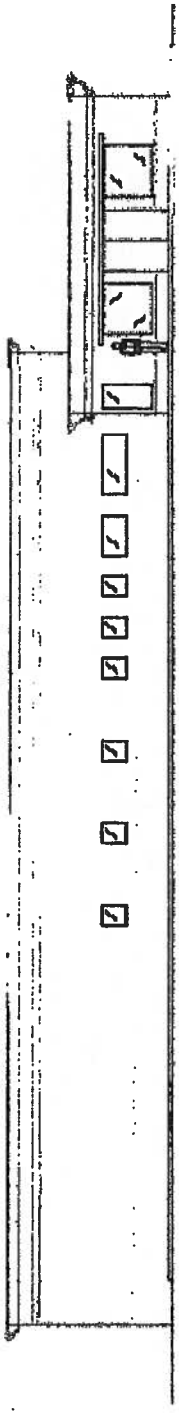


EXHIBIT B-2



| | | |
|---|---|---|
| Floor Plan | TKT Unlimited | MUSSELL CONSTRUCTION INC<br>PO Box 3304<br>Nampa, ID 83653<br>Phone: (208) 466-3331 |

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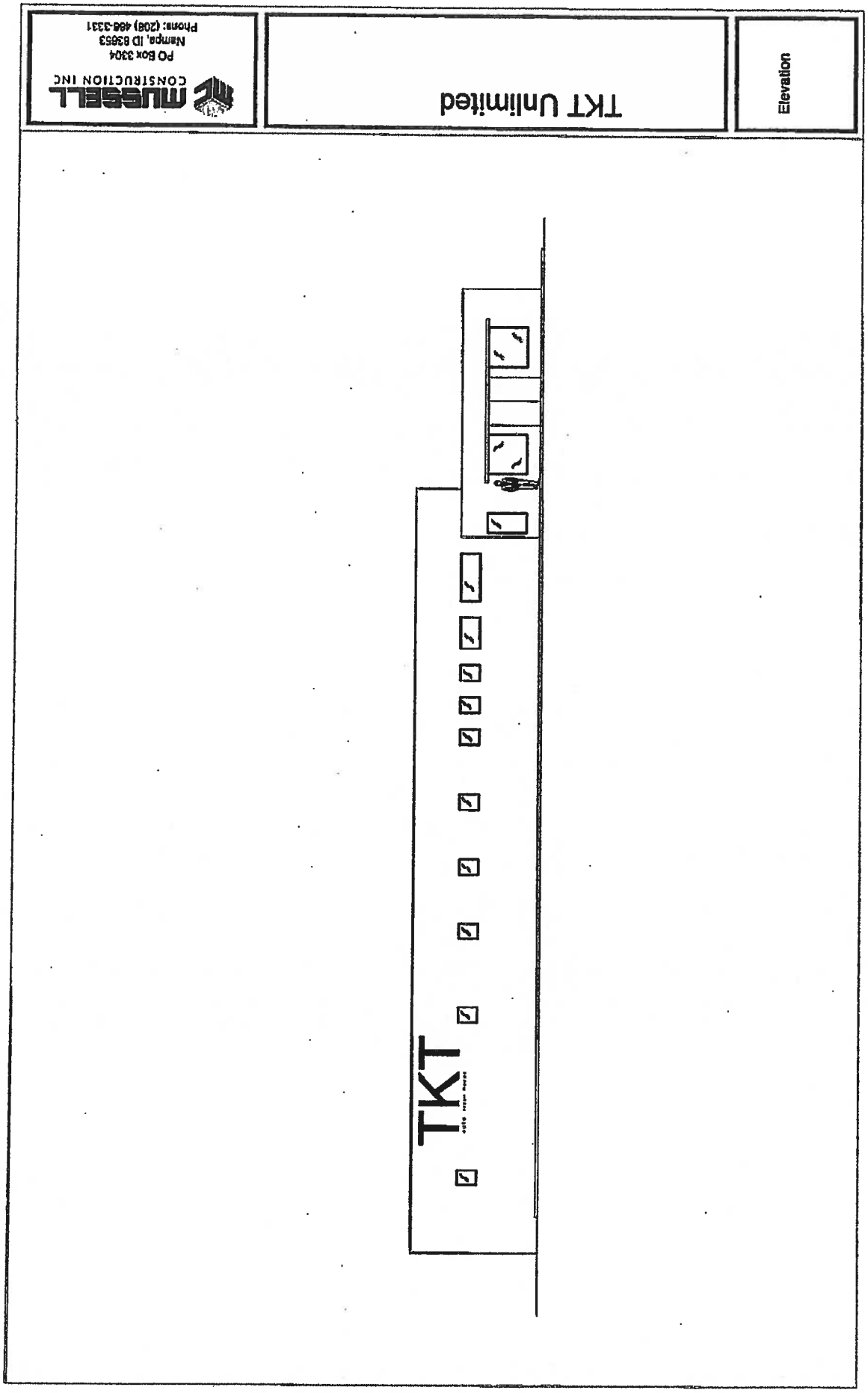
EXHIBIT B-3




13

EXHIBIT B-4

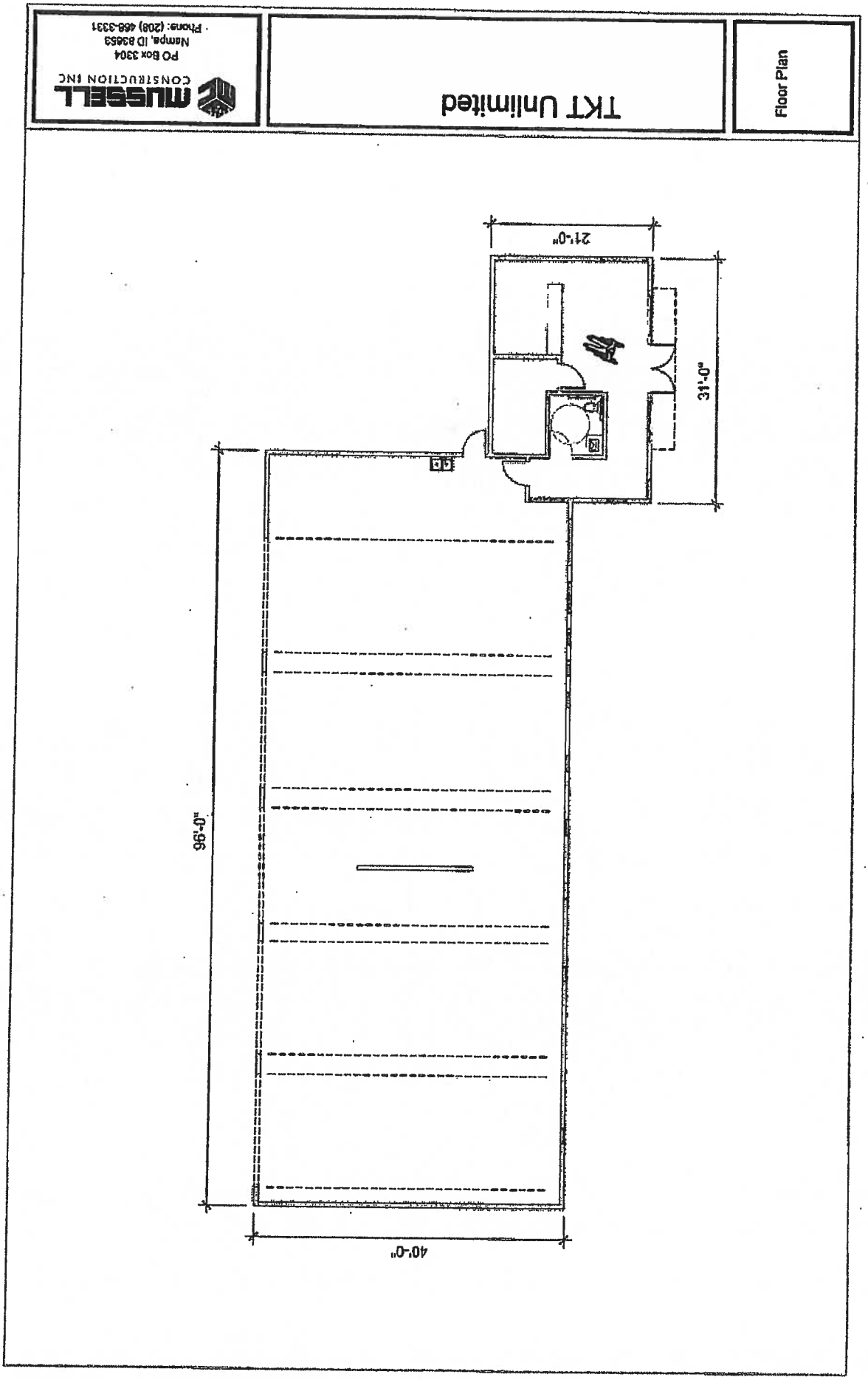

Floor Plan
TKT Unlimited
MUSSELL
CONSTRUCTION INC
PO Box 3304
Nampa, ID 83653
Phone: (208) 468-3331
40'-0"
96'-0"
31'-0"
21'-0"

EXHIBIT B-5

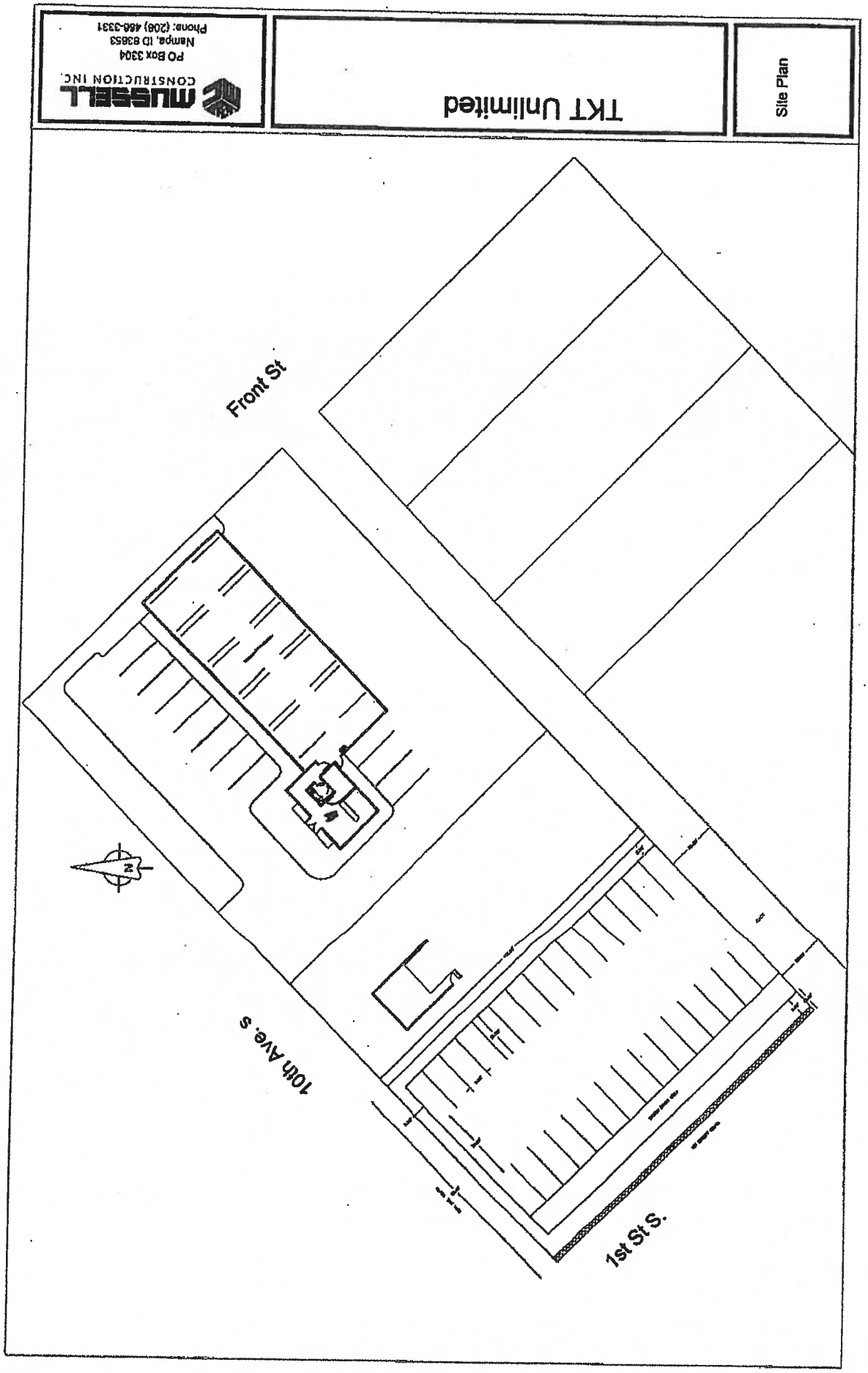



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**EXHIBIT "C"**

CONDITION(S) OF APPROVAL

1. Owner(s)/Developer(s)/Project shall:

   a. At time of development of the Property, the Owner(s)/Developer(s) extend all public utilities to and through the Property in accordance with current City Policy and Master Plans. In addition, the Owner(s)/Developer(s) shall also emplace all necessary and required frontage improvements along 10TH Avenue South, 1st Street South, and Front Street. These improvements will include, but not be limited to, the following:
      - Sewer
      - Water
      - Pressure Irrigation
      - Curb, gutter, and sidewalk
      - Landscaping as required
      - Storm drainage-both on and off-site
      - Pavement widening and striping as required

# BID AWARD
## IRRIGATION WATER QUALITY UPGRADES

- In FY15 SPF Water Engineering (SPF) prepared a Water Quality Report that used the following criteria to evaluate the pump stations:
    - Water Quality
    - Volume pumped into the system
    - Customer complaints

- The report identified the need for flush points in the pipeline system and automated filter units on ditch water pump station. The City bid filter additions at three (3) locations in FY16 to improve water quality in the southwest service area. The pump stations selected based on the criteria are Carriage Hill, Copper River and Raintree Meadows. (See Exhibit A).

- In an effort to reduce costs, Waterworks Division is modifying the existing piping at Carriage Hill and Copper River pump stations.

- Construction is planned to begin in May 2016.

- The City received five (5) bids from (see Exhibit B):
    1) Irminger Construction Inc.
    2) American General Construction Inc.
    3) Cascade Enterprises, Inc.
    4) Challenger Companies, Inc.
    5) Star Construction, LLC

- The apparent low bidder is Irminger Construction Inc. at $81,500.00 for Carriage Hill and Copper River pump stations. The bid alternate including Raintree Meadows is an additional $40,640. All necessary public bidding requirements appear to be satisfied.

- The FY16 Irrigation Water Quality Upgrades budget is $120,000.

Estimated expenditures for Carriage Hill and Copper River pump stations are:

| | |
|---|---|
| Professional Services | $ 10,000 |
| Waterworks Division Materials | $ 13,365 |
| Construction Estimate | $ 81,500 |
| *Total Estimate* | *$ 104,865* |

Estimated expenditures are for Carriage Hill, Copper River, and Raintree Meadows pump stations are:

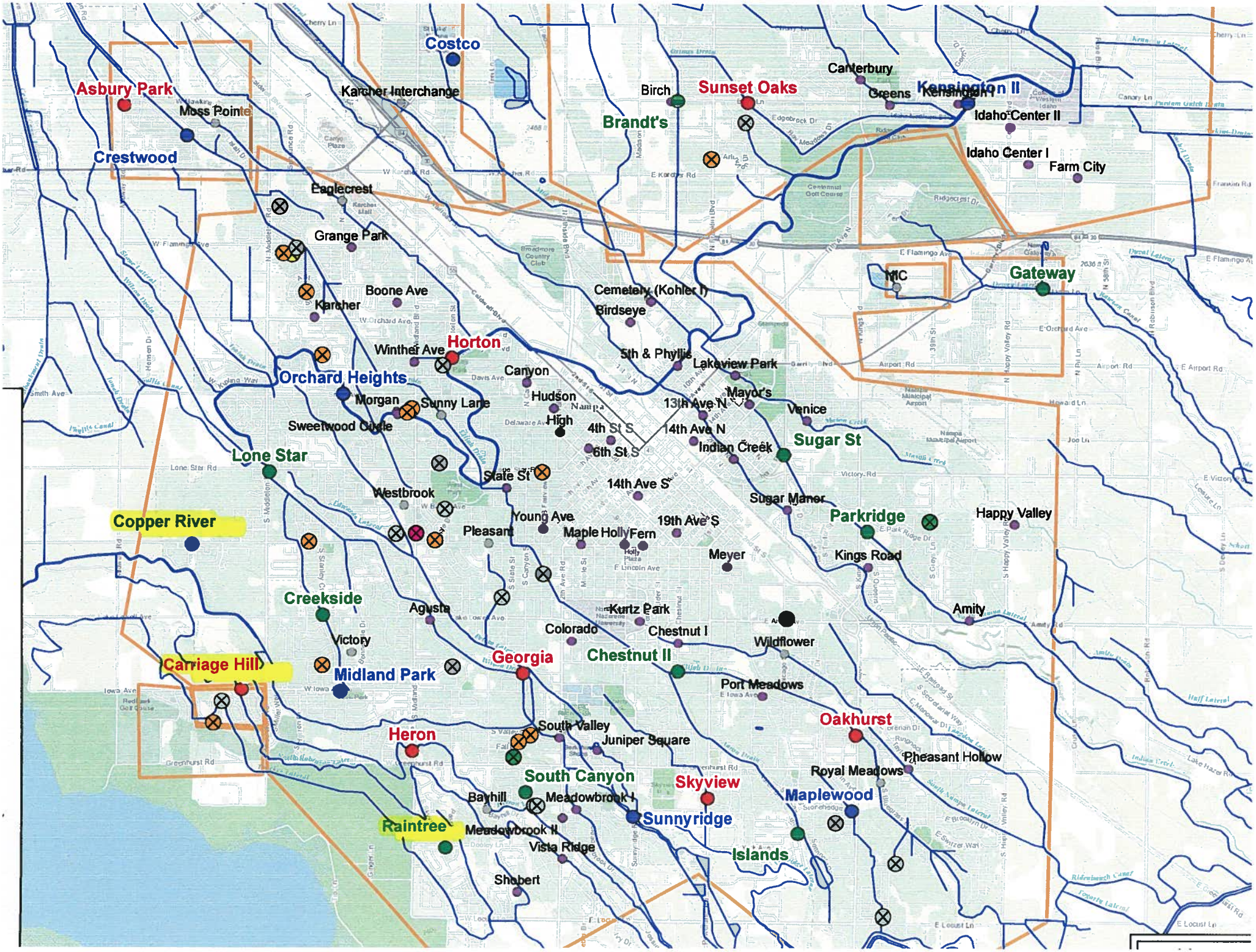
| | |
|---|---|
| Professional Services | $ 10,000 |
| Waterworks Division Materials | $ 13,365 |

| | |
|---|---|
| Construction Estimate | $ 122,140 |
| *Total Estimate* | *$ 145,505* |

- Waterworks Division has identified the additional $25,505 funds within their existing budget to proceed with the upgrades to Raintree Meadows pump station.

- Engineering and Waterworks Division have reviewed the bid and recommend awarding the base bid and alternate bid to Irminger Construction Inc. for the Carriage Hill, Copper River and Raintree Meadows pump stations improvements in the amount of $122,140.

**REQUEST:** Council award bid, and authorize Mayor to sign contract for the Irrigation Water Quality Upgrades project with Irminger Construction Inc. in the amount of $122,140.00


Costco
Asbury Park
Moss Pointe
Karcher Interchange
Crestwood
Eaglecrest
Grange Park
Boone Ave
Karcher
Winther Ave
Horton
Orchard Heights
Morgan
Sunny Lane
Sweetwood Circle
Lone Star
Copper River
Westbrook
Pleasant
Creekside
Agusta
Victory
Carriage Hill
Midland Park
Heron
Raintree
Birch
Brandt's
Sunset Oaks
Canterbury
Greens
Kensington II
Idaho Center II
Idaho Center I
Farm City
Gateway
MIC
Cemetery (Kohler I)
Birdseye
5th & Phyllis
Lakeview Park
Canyon
Hudson
High
Mayor's
13th Ave N
Venice
4th St S
14th Ave N
6th St S
Indian Creek
Sugar St
State St
14th Ave S
Sugar Manor
Parkridge
Happy Valley
Young Ave
Maple Holly
Fern
19th Ave S
Meyer
Kings Road
Kurtz Park
Amity
Colorado
Chestnut I
Wildflower
Georgia
Chestnut II
Port Meadows
Oakhurst
South Valley
Juniper Square
Pheasant Hollow
Royal Meadows
South Canyon
Skyview
Maplewood
Bayhill
Meadowbrook I
Sunnyridge
Meadowbrook II
Vista Ridge
Islands
Shabert

# EXHIBIT B

## Irrigation Water Quality Upgrades

Bids Opened March 31, 2016 2:00 p.m.

| Item No. | Description | Quantity | Unit | Irminger Construction Inc. Unit Price | Irminger Construction Inc. Amount | American General Construction Inc. Unit Price | American General Construction Inc. Amount | Cascade Enterprises, Inc. Unit Price | Cascade Enterprises, Inc. Amount | Challenger Companies, Inc. Unit Price | Challenger Companies, Inc. Amount | Star Construction, LLC Unit Price | Star Construction, LLC Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Base Bid | | | | | | | | | | | | |
| 1 | Carriage Hill filter including flush valve, controller, and associated electrical and appurtenances complete for the lump sum price of | 1 | LS | $ 17,500.00 | $ 17,500.00 | $ 20,650.00 | $ 20,650.00 | $ 17,000.00 | $ 17,000.00 | $ 16,842.00 | $ 16,842.00 | $ 20,533.00 | $ 20,533.00 |
| 2 | Carriage Hill mechanical work including check valve, DI pipe, GS flush piping and fittings complete in place for the lump sum price of | 1 | LS | $ 6,500.00 | $ 6,500.00 | $ 6,150.00 | $ 6,150.00 | $ 4,600.00 | $ 4,600.00 | $ 3,070.00 | $ 3,070.00 | $ 4,959.00 | $ 4,959.00 |
| 3 | Copper River filter including flush valve, controller, and associated electrical and appurtenances complete for the lump sum price of | 1 | LS | $ 37,000.00 | $ 37,000.00 | $ 52,650.00 | $ 52,650.00 | $ 48,250.00 | $ 48,250.00 | $ 49,073.00 | $ 49,073.00 | $ 51,785.00 | $ 51,785.00 |
| 4 | Copper River mechanical work including check valve, DI pipe and fittings, GS flush piping and fittings complete in place for the lump sum price of | 1 | LS | $ 10,500.00 | $ 10,500.00 | $ 10,250.00 | $ 10,250.00 | $ 8,650.00 | $ 8,650.00 | $ 7,451.00 | $ 7,451.00 | $ 9,622.00 | $ 9,622.00 |
| 5 | Miscellaneous Site Work | 1 | LS | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 |
| | **TOTAL FOR BASE BID SCHEDULE** | | | | **$ 81,500.00** | | **$ 99,700.00** | | **$ 88,500.00** | | **$ 86,436.00** | | **$ 96,899.00** |
| | Alternate Bid | | | | | | | | | | | | |
| 6 | Raintree filter including flush valve, controller, and associated electrical and appurtenances complete for the lump sum price of | 1 | LS | $ 17,640.00 | $ 17,640.00 | $ 28,500.00 | $ 28,500.00 | $ 23,300.00 | $ 23,300.00 | $ 27,543.00 | $ 27,543.00 | $ 29,368.00 | $ 29,368.00 |
| 7 | Raintree mechanical work including fabricated fittings, valves, DI pipe and fittings, GS flush piping and fittings complete in place for the lump sum price of | 1 | LS | $ 15,000.00 | $ 15,000.00 | $ 15,500.00 | $ 15,500.00 | $ 15,800.00 | $ 15,800.00 | $ 12,747.00 | $ 12,747.00 | $ 19,350.00 | $ 19,350.00 |
| 8 | Raintree cage expansion including expanded metal cage and concrete pad complete in place for the lump sum price of | 1 | LS | $ 7,000.00 | $ 7,000.00 | $ 7,500.00 | $ 7,500.00 | $ 3,200.00 | $ 3,200.00 | $ 4,010.00 | $ 4,010.00 | $ 8,000.00 | $ 8,000.00 |
| 9 | Raintree electrical upgrades including 500-watt transformer and 15-amp breaker complete in place for the lump sum price of | 1 | LS | $ 1,000.00 | $ 1,000.00 | $ 900.00 | $ 900.00 | $ 400.00 | $ 400.00 | $ 605.00 | $ 605.00 | $ 1,584.00 | $ 1,584.00 |
| | **TOTAL FOR ALTERNATE BID SCHEDULE** | | | | **$ 40,640.00** | | **$ 52,400.00** | | **$ 42,700.00** | | **$ 44,905.00** | | **$ 58,302.00** |

# SUBRECIPIENT AGREEMENT AMENDMENT (ID-90-X136)
## CITY OF NAMPA AND VALLEY REGIONAL TRANSIT (VRT)
## Subrecipient Grant Projects (ITD Key No.12760)

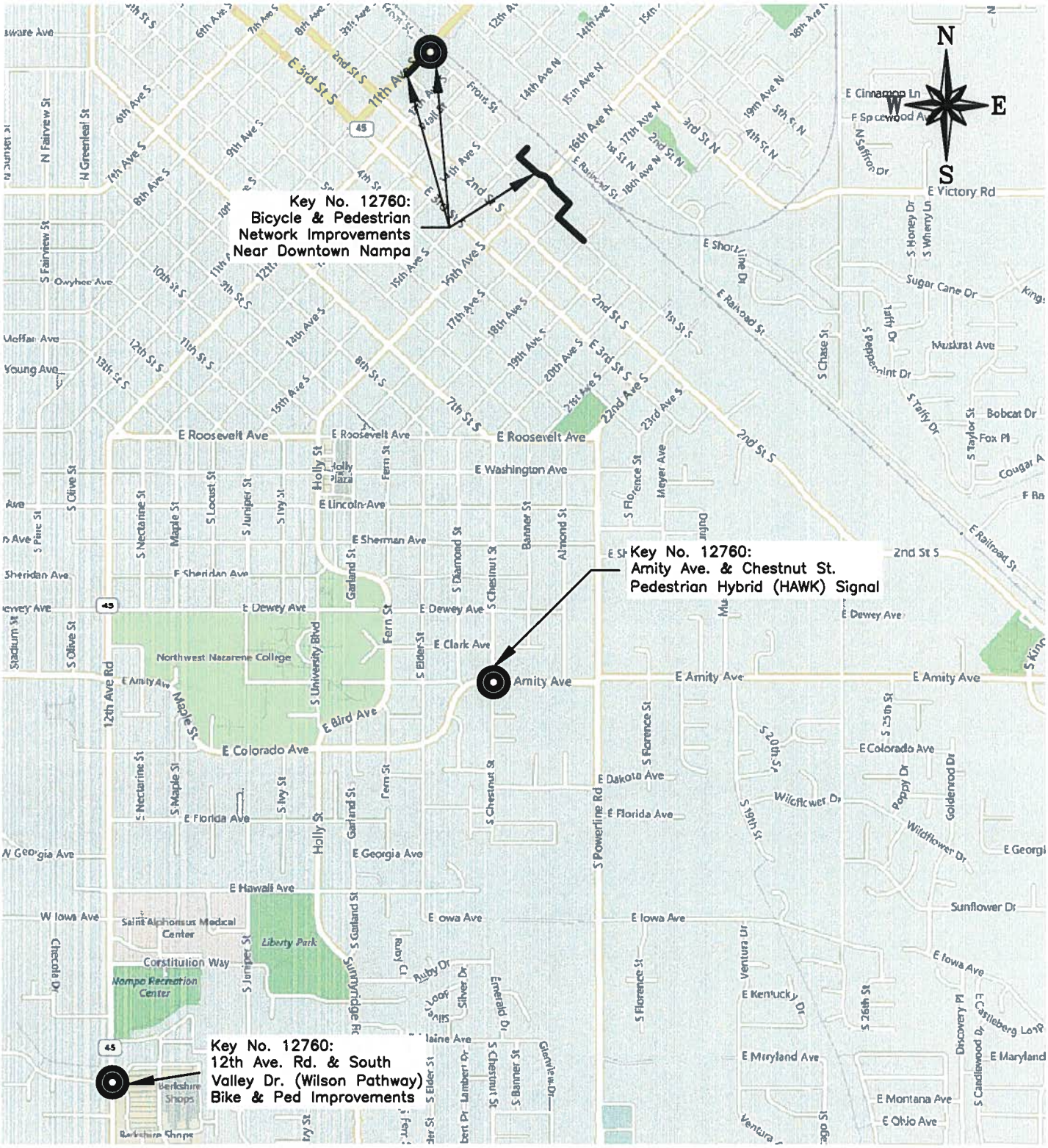
- In 2013, the City, in partnership with Valley Regional Transit and COMPASS, was awarded several Federal Transit Authority (FTA) grants to design and construct transportation and multimodal improvements
- In the Treasure Valley, Valley Regional Transit (VRT) administers the FTA Section 503 grant program.
    - The first milestone of which is the execution of the Subrecipient Agreement and the receipt of Pre-award Authority.
- On December 2, 2013, Council approved Subrecipient Agreement Number ID-90-X136 between the City and VRT for the following projects (see Exhibit A, Vicinity Map):
    - **12th Ave, & S. Valley Dr, Signal and Pedestrian Improvements** (Project Complete)
    - **Pedestrian Hybrid (HAWK) Signal at Amity Ave. and Chestnut St.** (Design Complete)
    - **Bike and Pedestrian Network Improvements Near Downtown** (Enhancements to the current Bike and Walk to Downtown Project currently under construction on Front Street)
    - Another project, the 11th Ave. Underpass/1st Street South Improvements, was included in the original subrecipient agreement.
        - Council authorized a Task Order with CH2M Hill for design services in August 2014.
        - However, due to FTA delays, the contract was not signed/executed.
        - Funding for this project will be reallocated to the Bike and Pedestrian Network project in order to address funding needs. A request will be sent to COMPASS to amend the Transportation Improvement Program.
- The initial Subrecipient Agreement (ID-90-X136) expired December 31, 2015 due to delays in the obligation of funding outside of Nampa's control.
- The attached Subrecipient Agreement Amendment for Grant ID-90-X136 is necessary to continue to secure funding for the identified projects.
- Total funding for all projects under this grant is $891,000 with the federal allocation being $713,000 (80%) and the City's match portion being $178,000 (20%).
- The projects have met the FTA "Pre-Award Authority" milestone, confirming project expenditures are grant reimbursable following funding obligation.
- FTA funding obligation is anticipated by September, 2016
- The City's match is included in the FY16 Streets Budget.

- Engineering is requesting authorization, under a separate Council item, to approve a professional services contract with Paragon Consulting to begin design for the Bike and Pedestrian Network Improvements near Downtown Project

**REQUEST:** Authorize Mayor to sign the Subrecipient Agreement Amendment for Grant ID-90-X136 with VRT (Exhibit B).

EXHIBIT A

# CITY OF NAMPA




CITY OF NAMPA
VRT SUBRECIPIENT AGREEMENT PROJECTS

| Scale: N.T.S. | Date: 3/9/2016 | Project Number: 005-15-002 |
|---|---|---|

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PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

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

Exhibit B is not available as of 04/12/2016. The document will be available and presented at 04/18/2016 City Council meeting.

# PROFESSIONAL SERVICES AGREEMENT
## CITY OF NAMPA AND PARAGON CONSULTING, INC.
## Bike and Pedestrian Network Improvements near Downtown Nampa
(Key # 12760, Grant ID-90-X136)

- The City, in partnership with Valley Regional Transit and COMPASS, was awarded Federal Funds to design and construct improvements to enhance multimodal access to the downtown.
- Funding is through the Federal Transit Administration (FTA) grant program administered by Valley Regional Transit (VRT) under a subrecipient agreement presented concurrently for authorization at this Council meeting titled "SUBRECIPIENT AGREEMENT AMENDMENT FOR DESIGN AND CONSTRUCTION BETWEEN THE CITY OF NAMPA AND VALLEY REGIONAL TRANSIT (VRT)."
- The project builds upon the existing Bike and Walk to Downtown Project, currently under construction, by improving Front Street from 15th Ave to 17th Ave., adding street lighting, bike boulevard facilities and pedestrian ramps. (see Exhibit A, Vicinity Map).
- Total available funding through the VRT subrecipient agreement is $891,000, which includes a 20% match requirement by the City of Nampa.
- Estimated cost for this project is $492,000. Funding is as follows

| | |
|---|---|
| FTA 5307 Grant Funding (80%) | $ 394,000 |
| City Match FY16 Approved Funding (20%) | $ 98,000 |
| *Total* | *$ 492,000* |

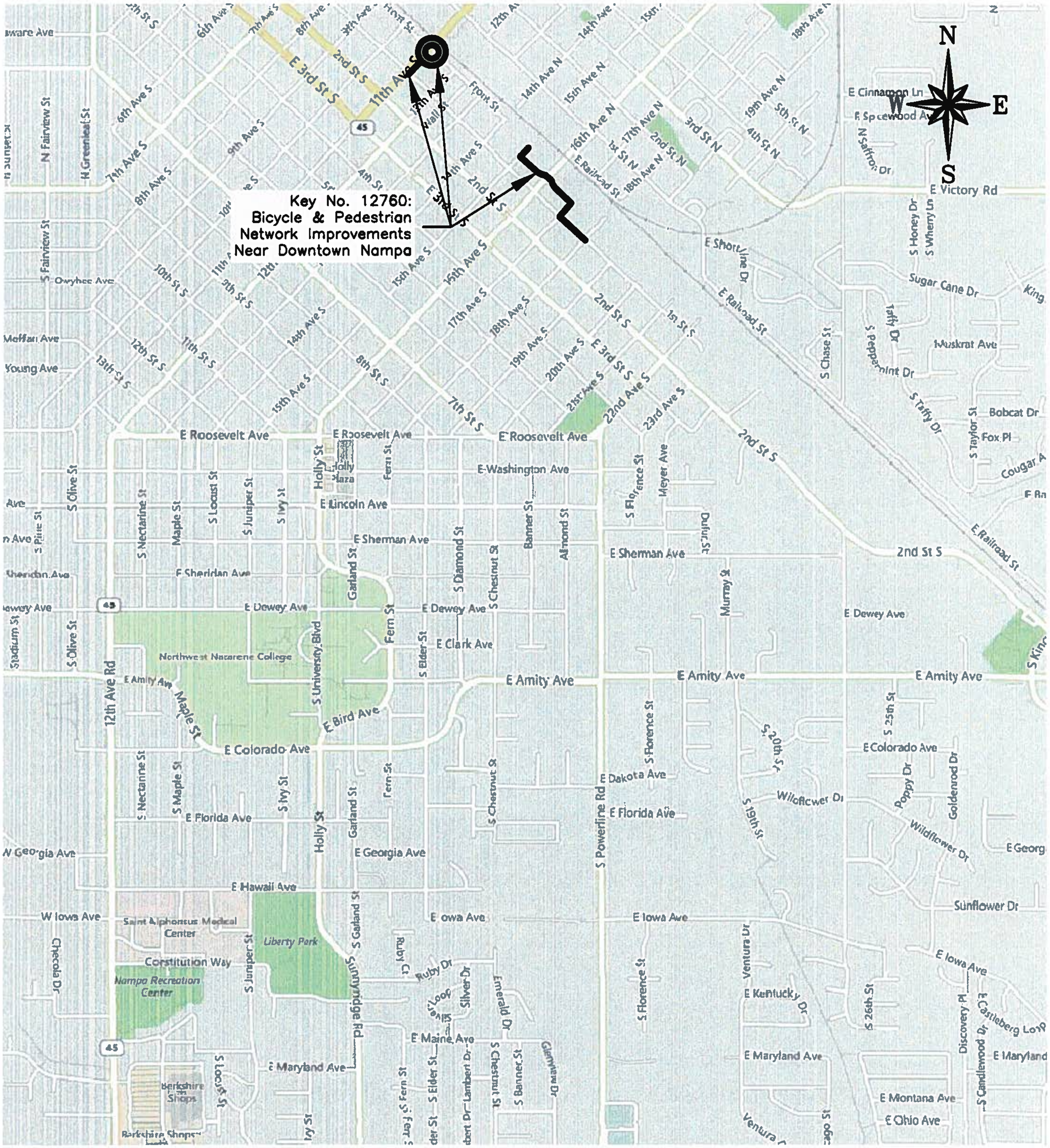
- The remaining $399,000 in the VRT Subrecipient Agreement 1) was used to fund the 12th and S. Valley Intersection Improvements and 2) will be used to complete the Amity Ave. Chestnut St. HAWK Pedestrian Signal.
- While City and VRT Staff have met the requirements of "Pre-Award Authority" with funding obligation anticipated by September, 2016, in the interest of full disclosure funding from FTA is not guaranteed until it is obligated at the federal level. VRT reports that to date they have not had a Pre-Award fall through for any Subrecipient.
    - However, if the design is not well underway by the funding obligation milestone, total funding could be at risk.
- Engineering selected Paragon for professional services consulting from the City's Term Agreement List based on their familiarity with the project requirements, skill set, and understanding of the FTA/VRT funding requirements.
- Paragon Consulting, Inc. has provided a Scope of Work and Labor Estimate to provide the above referenced services, for the amount of $49,750.00 (see Exhibit B).
- Upon federal funding meeting obligation authority the City will request reimbursement of 80% as identified in the grant.

- Engineering Division has reviewed the Scope of Work and Labor Estimate and recommends approval.

**REQUEST:** Authorize Mayor and Public Works Director to sign the Task Order and Contract for Professional Services between the City of Nampa and Paragon Consulting for the Bike and Pedestrian Network Improvements near Downtown Project (Key # 12760, Grant ID-90-X136).

EXHIBIT A

# CITY OF NAMPA
# TRANSIT - ASSOCIATED PEDESTRIAN IMPROVEMENTS
# KEY NO. 12760





CITY OF NAMPA
TRANSIT - ASSOCIATED PEDESTRIAN IMPROVEMENTS
KEY NO. 12760


| Scale: N.T.S. | Date: 3/9/2016 | Project Number: 005-15-002 |
|---|---|---|

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PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES
157 W. 4th Street
Kuna, Idaho 83634
PH: (208) 922-9138
FX: (208) 922-9168

# SCOPE OF WORK

FOR

# CITY OF NAMPA

## TRANSIT – ASSOCIATED CAPITAL IMPROVEMENTS, NAMPA

## KEY NO. 12760

MARCH 8, 2016

**Prepared By:**
**Paragon Consulting, Inc.**
**157 W. 4th Street**
**Kuna, Idaho 83634**

**Project Manager:**
**Harry J. Nelson, P.E.**
**(208) 921-4915**

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

# Scope of Work

**Date:** March 8, 2016
**Task Order Number:** N/A
**Project Number:** N/A
**Project Name:** Transit – Associated Capital Improvements, Nampa
**Consultant Company Address:**

PARAGON Consulting, Inc.
157 W. 4th Street
Kuna, ID 83634

**Consultant Project Manager/Contact Information:**

Harry J. Nelson, P.E.
(208) 921-4915 (Cell)
hnelson@paragonfbk.com

**Contract Amount:** $49,750.00 (T/M NTE)
**Duration:** April 4, 2016 thru August 18, 2017 (500 Calendar Days)

**Project Description and Assumptions:**

This Scope of Work (SOW) covers the design of two pedestrian improvement and bicycle facility locations in the City of Nampa, including improvements on Front Street between 15th Ave. South and 17th Ave. South as well as pedestrian improvements near the 11th Ave. Underpass. This scope also addresses a PS&E review and bid assistance for the Amity Avenue/Chestnut Street Pedestrian Crossing HAWK project. This project is funded with FTA funds and City of Nampa match/overmatch funds. The project will be developed based on the current City of Nampa standards, based on the Idaho Standards for Public Works Construction, along with the FTA funding requirements.

The pedestrian improvements near the 11th Ave underpass will construct frontage improvements along the south side of 11th Ave. South adjacent to the existing US Bank. A new, ADA compliant, sidewalk will be constructed from the end of the existing sidewalk paralleling 11th Ave South and terminating at the intersection of 11th Ave. South and 1st St. South. Two, ADA compliant pedestrian ramps will be constructed for pedestrian traffic crossing Front St. adjacent to the existing 11th Ave. underpass stairwell.

The improvements on Front Street between 15th Ave. South and 17th Ave. South will consist of developing a bicycle boulevard, including pavement markings and signing and the associated roadway maintenance or reconstruction. Additionally a complimenting lighting plan will be developed for the project.

Construction is anticipated during the spring of 2017.

The Amity Avenue/Chestnut Street Pedestrian Crossing project is a HAWK system currently in the design phase of the project. Paragon consulting will conduct PS&E review and assist the CITY with the creation and publishing of the project's contract documents and bid administration.

Major project assumptions include the following:

- No Right-of-Way Acquisition is required
- Construction easements may be required from property owners adjacent to the project
- No special permits are required
- No environmental documentation is required beyond the previously approved Categorical Exclusion Document
- No major CITY utility (water, sewer, PI, etc.) improvements are anticipated
- All plans will be developed on 22x34 plan sheets (reducible to 11x17)
- CITY Standards are used as the basis of the design with incorporation of the required Federal Clauses
- Construction Engineering & Inspection services are not included with this scope of work
- No geotechnical or materials investigations are required

The following SOW represents the tasks required to complete the improvements near the 11th Ave. underpass and the improvements on Front Street between 15th Ave. South and 17th Ave. South. Additionally, the following SOW includes the tasks associated with the Amity and Chestnut HAWK Project. The attached labor estimate provides separate estimates for the downtown improvements and the HAWK Project. The SOW labor estimate is attached as "Exhibit A".

A critical path diagram depicting the anticipated project schedule is attached as "Exhibit B".

PARAGON Consulting, Inc. is sub-consulting the survey services for this project to Compass Land Surveying. The Compass Land Surveying Scope of Work is attached as "Exhibit C".

1. Project Management

1.1. Kick Off Meeting – PARAGON will prepare an agenda and conduct a meeting with CITY staff to discuss project approach, schedule, available information, etc. PARAGON will record meeting minutes.

1.2. Utility Research Meeting – PARAGON will prepare an agenda and conduct a meeting(s) with appropriate CITY utility divisions or Public Utility Companies to gather record drawings, field knowledge and any historical data available. PARAGON will record minutes and incorporate research into design.

1.3. Council Meeting – PARAGON will prepare Nampa City Council write-ups and exhibits, attend council meeting(s) to answer questions, etc. Assume one (1) council meeting and two (2) council write-ups.

1.4. CITY Meeting – PARAGON will schedule monthly progress meeting(s) with CITY, prepare agenda and record minutes. Monthly progress meeting(s) can be incorporated into Project milestone meeting(s).

1.5. Budget and Tracking – PARAGON will 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. Monthly progress report(s) will be submitted with monthly invoice(s).

1.6. Sub-Consultant Administration – PARAGON will administer sub-consultant agreement(s), including providing Project instructions, reviewing sub-consultant deliverables, reviewing invoices and providing Project feedback.

2. Design Services

2.1. Public Outreach

2.1.1. Property Owner Coordination – PARAGON will prepare exhibits and informational material for use in identifying and communicating Project information to private property owners, adjacent to the Project. PARAGON will meet with the adjacent property owners to discuss potential impacts to access and frontage improvements. It is anticipated that six property owner and business owner meetings will be required throughout the design of the Project.

2.1.2. Public Mailers & Press Releases – PARAGON will prepare an informational mailer for distribution by the CITY. The initial mailer will include information from the Preliminary Design and will announce the anticipated project timeline.

PARAGON will prepare a follow up informational mailer for distribution by the CITY prior to construction activities. The follow up mailer will contain information relative to the construction duration and potential impacts to traffic.

PARAGON will compile information from the design, property owner meetings and public open house and provide the CITY with information pertinent for a press release prior to the start of construction.

2.1.3. Advisory Group Coordination – PARAGON will prepare agendas and project information for use in meetings with interested groups from the community (Bike and Pedestrian Advisory Committee, etc.). PARAGON will meet with the interest groups, prepare minutes and provide responses to questions and comments. It is anticipated that up to 3 interest group meetings may be required.

2.1.4. Public Open House – PARAGON will prepare exhibits and informational material for use in conducting a Public Open House meeting to disseminate information relative to the Project. The Public Open House will be held following the Preliminary Design phase of the Project so that major Project design elements can be displayed for the public.

Public Open House exhibits are anticipated to include an aerial photograph background, overlaid with major project design elements (striping layout, pedestrian ramps, intersection and approach layout, etc.). Additionally, a one page informational flyer will be developed to hand out at the meeting.

PARAGON will incorporate review comments received during the open house and other comments received by the CITY into the design as appropriate.

PARAGON Consulting will work with CITY staff to secure a location close to the project for the open house meeting.

2.2. Concept Design

2.2.1. Develop Topographic Map – The field survey data will be transferred electronically and placed in an X-Y-Z format. The files will be merged together into a single data file. The survey data will be imported into CAD and a complete topography will be drafted. This topographic file will be the basis of presentation mapping and plans.

2.2.2. Evaluate Geotechnical Data – Geotechnical data previously compiled by the CITY will be evaluated and used to determine the structural capabilities of the existing Sub-grade, Sub-base and Base and Pavement sections. This evaluation will be the basis for the section design of the roadway/pathway section.

2.2.3. Develop Pavement Rehabilitation Options – Based on the evaluations performed under Section 2.2.2, various rehabilitation options will be developed for consideration. Each option will be evaluated using Life Cycle Cost Analysis procedures to determine the most economical rehabilitation option.

2.2.4. Collect Traffic and Accident Data – Average Daily Classification Traffic Counts will be collected from the CITY Traffic Division, for the most recent traffic count on file. Traffic

data will be analyzed to determine the appropriate Traffic Index for use in completing task 2.2.3.

Accident data in the vicinity of the Project will be summarized from the WebCARS database in order to identify high accident locations that should be addressed in the design.

2.2.5. Concept Design Layout – Conceptual layouts of the roadway/pathway will be developed for evaluation and for use in meetings with the CITY and advisory groups. Through these meetings and evaluations, a final concept layout will be developed as the recommended alternative.

2.2.6. Concept Summary Report – PARAGON will prepare the Draft Concept Summary Report for submittal to and review by the CITY. The Concept Summary Report will include a Project vicinity map, a Project area map showing the Project limits and features, a short narrative of the options evaluated and the concept level cost estimate. The Draft Concept Report will be discussed with CITY staff and then finalized and stamped for the Project files.

2.3. Preliminary Design

2.3.1. Develop Preliminary Design Plans – PARAGON will complete the preliminary design for the project improvements. Appropriate design standards will be used as needed to address the design features prior to final detailing, including:

- Develop the preliminary layout for hard surface improvements, including curb, gutter, sidewalk, pedestrian ramps, roadway approaches, etc.
- Develop a grading and drainage plan to route surface runoff to the existing storm drain system
- Prepare typical roadway/pathway and sidewalk sections
- Develop a preliminary roadway/pathway and street lighting layout
- Prepare Preliminary Plan Sheets for the project construction
- Preliminary Utility plan sheets, showing the type of utility, both new and existing and identifying any conflicts and showing Idaho Power service locations
- Preliminary Striping & Signing Plan
- Construction Traffic Control

2.3.2. Project Storm Drainage Report – PARAGON anticipates the design will follow existing drainage patterns and will use existing storm drain facilities. Therefore, no storm drainage reports will be required.

2.3.3. Preliminary Design Review – PARAGON will attend an informal preliminary design review with the CITY to present the preliminary design and resolve any outstanding design issues before detailing the final plans.

2.4. Final Design

2.4.1. Final Design Plans – PARAGON will complete the final design including the following final plan sheets:

- Title Sheet – Complete the final plan set title page
- Survey Control & General Notes – Prepare a map showing the local Project survey control and general notes for Project construction
- Vicinity & Special Map(s) – Update the Vicinity Map and/or Special Maps
- Typical Cross Section(s) – Finalize the roadway/pathway structural section for inclusion in the plans. Prepare typical cross sections at critical locations throughout the Project. Cross sections will show paving, base, sub-base, curbs, sidewalks, etc.
- Plan Sheets – Complete the final plan layout for the Project with construction callouts and details
- Miscellaneous Details – Prepare final layout of other Project details (ADA upgrades, storm drain features, lighting, etc.)
- Permanent Signing and Striping Plan – Prepare final layout and details for the pavement markings and permanent signing
- Construction Traffic Control Plan – Prepare a construction traffic control plan

2.4.2. Final Design Review – PARAGON will attend an informal final design review with the CITY (following a 2 week review period) to gather comments on the final design and resolve any outstanding design issues before preparing the PS&E package.

2.5. Plans, Specifications & Estimate (PS&E)

2.5.1. Address Final Design Review Comments – PARAGON will compile the Final Design Review Comments, respond to each comment and resolve identified issues prior to incorporating into the PS&E plans.

2.5.2. PS&E Plans – PARAGON will complete the final plan revisions and prepare a complete set of PS&E plans.

2.5.3. Prepare Design Files – PARAGON will compile a project design file for submittal to the CITY as a record of the design process. The design file may include the final approved concept report, design review comments and responses, property owner contact information and correspondence records, utility contacts and correspondence records, design quantity calculations, special permit requirements, etc.

2.6. Contract Documents – PARAGON will prepare contract documents using the CITY provided template document(s) in Microsoft (MS) Word format. The contract documents will include the required federal clauses to meet the requirements of the FTA funding. The contract documents will include the following sections:

- Project Advertisement
- Bid Forms & Instructions to Bidders
- Bid, Performance & Payment Bonds
- Naming of Subcontractor(s)
- Contract Agreement
- Notice of Award & Notice to Proceed
- Supplementary Conditions
- Special Provisions

Draft contract documents will be completed for review at the Final Design stage of the project development and then finalized for publication during the PS&E stage of the project development.

2.7. Engineers Construction Cost Estimate – PARAGON will prepare a project construction quantity estimate and associated cost estimate at critical milestones, including the following:
- Concept Report
- Preliminary Design
- Final Design
- PS&E

2.8. Amity/Chestnut PS&E Review – PARAGON will conduct a PS&E review of the Amity Avenue/Chestnut Street Pedestrian Crossing Project HAWK system. It is anticipated two reviews and comment summaries will be required.

3. Bid Administration and Support

3.1. Bid Documents – PARAGON will prepare 20 sets of bid documents and plans to be distributed by the CITY during the bid process.

3.2. Pre-Bid Meeting - PARAGON will prepare an agenda and conduct a pre-bid meeting with CITY staff and interested parties to discuss the Project, answer questions, etc. PARAGON will record meeting minutes and transmit to CITY.

3.3. Bid Administration – PARAGON will review bid comments, prepare addendum, and advise the CITY on bid inquiries. Assume one (1) addendum will be issued.

3.4. Bid Opening – PARAGON will attend the bid opening, prepare bid summary, assist CITY in reviewing bids and make recommendation for award. PARAGON will prepare the Bid Award and Notice to Proceed documents.

4. Engineer of Record (EOR) Services During Construction

4.1. Construction Assistance and Requests for Information – PARAGON will respond to questions by the CITY and the Construction Engineering and Inspection (CE&I) Consultant as needed to evaluate issues that are encountered during construction. This will include phone call inquiries

about the plans and specifications. Formal written Requests for Information (RFIs) will also be responded to at the request of the CITY or the CE&I Consultant.

4.2. Project Site Visits – If requested by the CITY or the CE&I Consultant, PARAGON will visit the site to review technical features of the design during construction.

4.3. Record Drawings – PARAGON will receive record drawing information from the CE&I Consultant and the Contractor. The record drawing information will be reviewed for conformance with the design. Record information will be drafted over the original design AutoCAD files and provided to the CITY and the CE&I Consultant for review. Following the final revisions to the record drawings, PARAGON will provide record drawings as follows: one (1) CD with plans in PDF and AutoCAD format, one (1) Mylar copy, three (3) print copies.

## Project Schedule

PARAGON proposes to implement its services from April 4, 2016 thru August 18, 2017 (see attached "Exhibit B", CPM Schedule) with the following Milestones:

- Task Order Notice to Proceed – April 4, 2016
- Kick Off Meeting – April 11, 2016
- Concept Report Review Meeting – June 20, 2016
- Preliminary Design Review Meeting – August 9, 2016
- Public Open House – August 23, 2016
- Final Design Review Meeting – October 6, 2016
- PS&E Approval – November 3, 2016
- Bid Advertisement – December 8, 2016
- Bid Award by City Council – December 19, 2016

## Cost of Services

Services will be on a time and materials not-to-exceed (NTE) basis (see attached "Exhibit A").

Transit – Associated Capital Improvements, Nampa

Project Management $4,830.00
Design $32,520.00
Bid Support $3,200.00
Engineer of Record Services $4,220.00

Sub-Total Cost of Services: $44,770.00

Amity Avenue/Chestnut Street Pedestrian Crossing Plan Review & Bid Assistance

Design Services (Contract Documents & PS&E Review) $2,370.00
Bid Support $2,610.00

Sub-Total Cost of Services: $4,980.00

Total cost of services = $49,750.00 (Time and Materials, Not to Exceed)

## Federal Requirements

Consistent with the Federal Transit Administration (FTA) Grant, this Scope of Work includes the Federal Required contract provisions, included as Exhibit D and entitled Article 13, Federal Requirements.

## Attachments:

Exhibit A – Labor Estimate & Cost Summary
Exhibit B – CPM Schedule
Exhibit C – Compass Land Surveying SOW
Exhibit D – Federal Contract Clauses

# Task Order Review Checklist

**Project:** **Transit – Associated Capital Improvements, Nampa, Key No. 12760**

**Date: March 4, 2016**

**SOW should contain the following information:**

1) Name of Project Yes ☒ No ☐
2) Name of Firm Yes ☒ No ☐
3) Contact Name and Number Yes ☒ No ☐
4) Current Date Yes ☒ No ☐
5) Page Numbers Yes ☒ No ☐
6) Outline of task(s) to be provided Yes ☒ No ☐
   a) PM, Design, Bid~~, Construction~~
7) Project Schedule Yes ☒ No ☐
   a) Milestone Dates and Cost Estimates at PM (Preliminary Design Portion), Design, Bid, ~~Construction~~
8) Cost of Service Yes ☒ No ☐
   a) (fee for services to be noted "Time and Material Not to Exceed")
9) Any Key Understandings to be noted Yes ☒ No ☐
10) Cover ~~letter~~ with the correct contact information Yes ☒ No ☐

EXHIBIT A

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

**Transit - Associated Capital Improvements, Nampa**
**Key Number: 12760**
**City of Nampa**

**A. SUMMARY ESTIMATED LABOR-HOURS**

| | Labor Category | Labor-Hours | | Hrly Rate | | | Labor Cost |
|---|---|---|---|---|---|---|---|
| 1 | Project Manager | 124 | @ | $130.00 | = | $ | 16,120.00 |
| 2 | Engineer | 202 | @ | $95.00 | = | $ | 19,190.00 |
| | | | | TOTAL LABOR COST | = | $ | 35,310.00 |
| | | | | PARAGON TOTAL | | $ | 35,310.00 |

**B. SUB-CONSULTANTS & EXPENSES**

| | | | | |
|---|---|---|---|---|
| 1 | Compass Land Surveying, PLLC | = | $ | 4,460.00 |
| 2 | Allowance for Electrical Engineer | = | $ | 4,000.00 |
| 3 | Publish Bidding Documents | = | $ | 500.00 |
| 4 | Publish Record Drawings | = | $ | 500.00 |
| | SUB-CONSULTANT & EXPENSE TOTAL | | $ | 9,460.00 |

**SUB-TOTAL = $ 44,770.00**

**Amity Avenue/Chestnut Street Pedestrian Crossing Plan Review & Bid Assistance**
**Key Number: 12760**
**City of Nampa**

**A. SUMMARY ESTIMATED LABOR-HOURS**

| | Labor Category | Labor-Hours | | Hrly Rate | | | Labor Cost |
|---|---|---|---|---|---|---|---|
| 1 | Project Manager | 14 | @ | $130.00 | = | $ | 1,820.00 |
| 2 | Engineer | 28 | @ | $95.00 | = | $ | 2,660.00 |
| | | | | TOTAL LABOR COST | = | $ | 4,480.00 |
| | | | | PARAGON TOTAL | | $ | 4,480.00 |

**B. SUB-CONSULTANTS & EXPENSES**

| | | | | |
|---|---|---|---|---|
| 1 | Publish Bidding Documents | = | $ | 500.00 |
| | SUB-CONSULTANT & EXPENSE TOTAL | | $ | 500.00 |

**SUB-TOTAL = $ 4,980.00**

**TOTAL AMOUNT = $ 49,750.00**
**TIME AND MATERIALS NOT TO EXCEED**

EXHIBIT A

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

**Transit - Associated Capital Improvements, Nampa**
**Key Number: 12760**
**City of Nampa**

## 1 PROJECT MANAGEMENT

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 1.1 | Kick Off Meeting | 4 | 2 | 2 |
| 1.2 | Utility Research Meeting | 8 | 2 | 6 |
| 1.3 | Council Meeting | 4 | 4 | 0 |
| 1.4 | City Meeting | 12 | 6 | 6 |
| 1.5 | Budget & Tracking | 10 | 10 | 0 |
| 1.6 | Sub-Consultant Administration | 4 | 0 | 4 |
| 1 | TOTAL - PROJECT MANAGEMENT (HOURS) | 42 | 24 | 18 |
| | TOTAL - PROJECT MANAGEMENT (LABOR COST) | $ | 4,830.00 | |

## 2 DESIGN SERVICES

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 2.1.1 | Property Owner Coordination | 14 | 4 | 10 |
| 2.1.2 | Public Mailers & Press Releases | 12 | 4 | 8 |
| 2.1.3 | Advisory Group Coordination | 8 | 4 | 4 |
| 2.1.4 | Public Open House | 12 | 4 | 8 |
| 2.2.1 | Develop Topographic Map | 8 | 0 | 8 |
| 2.2.2 | Evaluate Geotechnical Data | 2 | 0 | 2 |
| 2.2.3 | Develop Pavement Rehabilitation Options | 5 | 1 | 4 |
| 2.2.4 | Collect Traffic and Accident Data | 3 | 1 | 2 |
| 2.2.5 | Concept Design Layout | 16 | 4 | 12 |
| 2.2.6 | Concept Summary Report | 12 | 4 | 8 |
| 2.3.1 | Develop Preliminary Design Plans | 42 | 12 | 30 |
| 2.3.2 | Project Storm Drainage Report | 0 | 0 | 0 |
| 2.3.3 | Preliminary Design Review | 4 | 2 | 2 |
| 2.4.1 | Final Design Plans | 42 | 12 | 30 |
| 2.4.2 | Final Design Review | 4 | 2 | 2 |
| 2.5.1 | Address Final Design Review Comments | 6 | 2 | 4 |
| 2.5.2 | PS&E Plans | 12 | 4 | 8 |
| 2.5.3 | Prepare Design Files | 6 | 2 | 4 |
| 2.6 | Contract Documents | 12 | 10 | 2 |
| 2.7 | Engineers Construction Cost Estimate | 6 | 2 | 4 |
| 2.8 | Amity/Chestnut PS&E Review | 0 | | |
| 2 | TOTAL - DESIGN PHASE (HOURS) | 226 | 74 | 152 |
| | TOTAL - DESIGN PHASE (LABOR COST) | $ | 24,060.00 | |

EXHIBIT A

**Transit - Associated Capital Improvements, Nampa**
**Key Number: 12760**
**City of Nampa**

## 3 BID ADMINISTRATION AND SUPPORT

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 3.1 | Bid Documents | 6 | 2 | 4 |
| 3.2 | Pre-Bid Meeting | 8 | 4 | 4 |
| 3.3 | Bid Administration | 8 | 4 | 4 |
| 3.4 | Bid Opening | 2 | 2 | |
| 1 | TOTAL - BIDDING (HOURS) | 24 | 12 | 12 |
| | TOTAL - BIDDING (LABOR COST) | $ | 2,700.00 | |

## 4

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 4.1 | Construction Assistance and Requests for Information | 8 | 4 | 4 |
| 4.2 | Project Site Visits | 12 | 6 | 6 |
| 4.3 | Record Drawings | 14 | 4 | 10 |
| 4 | TOTAL - EOR (HOURS) | 34 | 14 | 20 |
| | TOTAL - EOR (LABOR COST) | $ | 3,720.00 | |

EXHIBIT A

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

**Amity Avenue/Chestnut Street Pedestrian Crossing Plan Review & Bid Assistance**
**Key Number: 12760**
**City of Nampa**

## 1 PROJECT MANAGEMENT

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 1.1 | Kick Off Meeting | 0 | | |
| 1.2 | Utility Research Meeting | 0 | | |
| 1.3 | Council Meeting | 0 | | |
| 1.4 | City Meeting | 0 | | |
| 1.5 | Budget & Tracking | 0 | | |
| 1.6 | Sub-Consultant Administration | 0 | | |
| 1 | TOTAL - PROJECT MANAGEMENT (HOURS) | 0 | 0 | 0 |
| | TOTAL - PROJECT MANAGEMENT (LABOR COST) | $ | - | |

## 2 DESIGN SERVICES

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 2.1.1 | Property Owner Coordination | 0 | | |
| 2.1.2 | Public Mailers & Press Releases | 0 | | |
| 2.1.3 | Advisory Group Coordination | 0 | | |
| 2.1.4 | Public Open House | 0 | | |
| 2.2.1 | Develop Topographic Map | 0 | | |
| 2.2.2 | Evaluate Geotechnical Data | 0 | | |
| 2.2.3 | Develop Pavement Rehabilitation Options | 0 | | |
| 2.2.4 | Collect Traffic and Accident Data | 0 | | |
| 2.2.5 | Concept Design Layout | 0 | | |
| 2.2.6 | Concept Summary Report | 0 | | |
| 2.3.1 | Develop Preliminary Design Plans | 0 | | |
| 2.3.2 | Project Storm Drainage Report | 0 | | |
| 2.3.3 | Preliminary Design Review | 0 | | |
| 2.4.1 | Final Design Plans | 0 | | |
| 2.4.2 | Final Design Review | 0 | | |
| 2.5.1 | Address Final Design Review Comments | 0 | | |
| 2.5.2 | PS&E Plans | 0 | | |
| 2.5.3 | Prepare Design Files | 0 | | |
| 2.6 | Contract Documents | 10 | 4 | 6 |
| 2.7 | Engineers Construction Cost Estimate | 0 | | |
| 2.8 | Amity/Chestnut PS&E Review | 12 | 4 | 8 |
| 2 | TOTAL - DESIGN PHASE (HOURS) | 22 | 8 | 14 |
| | TOTAL - DESIGN PHASE (LABOR COST) | $ | 2,370.00 | |

EXHIBIT A

**Amity Avenue/Chestnut Street Pedestrian Crossing Plan Review & Bid Assistance**
**Key Number: 12760**
**City of Nampa**

## 3 BID ADMINISTRATION AND SUPPORT

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 3.1 | Bid Documents | 6 | 2 | 4 |
| 3.2 | Pre-Bid Meeting | 6 | 2 | 4 |
| 3.3 | Bid Administration | 6 | 2 | 4 |
| 3.4 | Bid Opening | 2 | | 2 |
| 1 | TOTAL - BIDDING (HOURS) | 20 | 6 | 14 |
| | TOTAL - BIDDING (LABOR COST) | $ | 2,110.00 | |

## 4

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 4.1 | Construction Assistance and Requests for Information | 0 | | |
| 4.2 | Project Site Visits | 0 | | |
| 4.3 | Record Drawings | 0 | | |
| 4 | TOTAL - EOR (HOURS) | 0 | 0 | 0 |
| | TOTAL - EOR (LABOR COST) | $ | - | |

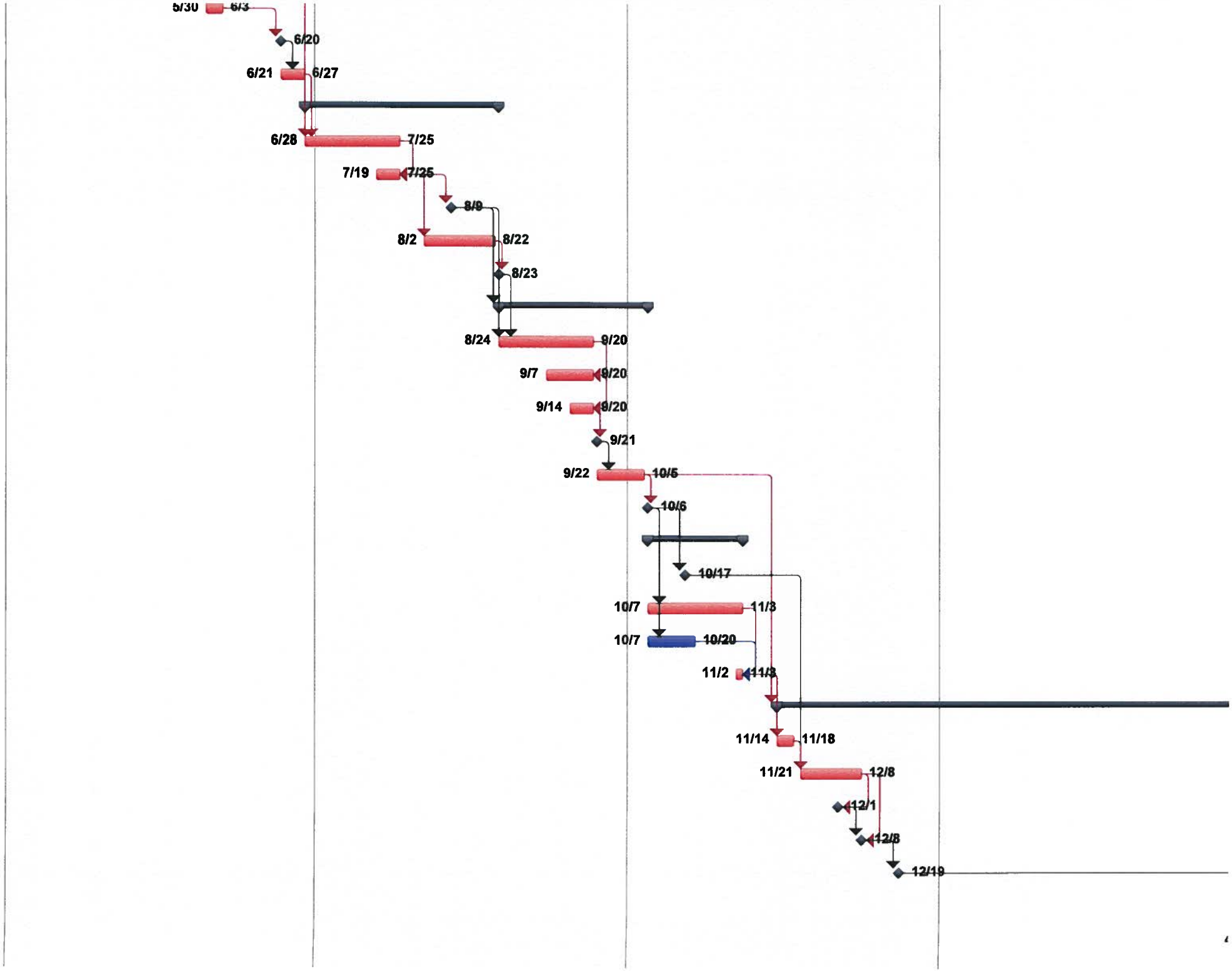
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EXHIBIT C


# COMPASS LAND SURVEYING, P.L.L.C.

3818 E. Newby Street, Suite 103
Nampa, Idaho 83687

Telephone: (208) 442-0115
Fax: (208) 327-2106
Email: rgray.cls@gmail.com


March 7, 2016

**Paragon Consulting, Inc.**

**Re: 1st Street S. and 11th Ave. S., Nampa, Id.**

Compass Land Surveying is pleased to provide this proposal for topography design land surveying for the above mentioned project. We are submitting the following proposed fees and scope of work to be performed:

1) Establish Control from the City of Nampa to site
2) Search and tie additional monuments (if any) for determining site control
3) Set 1 project bench mark
4) Locate utilities
5) Locate overhead power and telephone lines
6) Topography of proposed bike/pedestrian trail
7) Provide you with pdf files of surrounding subdivisions or survey maps
8) Connect line work
9) Provide AutoCAD drawing of 3d and 2d line work
10) Provide text file of points (x,y,z)
11) Provide code list

Our estimated cost is $1500.00

Again, we appreciate the opportunity to submit this proposal to you. Should you have any questions regarding this proposal or if you need any other information not addressed on this proposal, please contact us at your earliest convenience.

Sincerely,
Compass Land Surveying, PLLC
*Richard A Gray*
Richard A. Gray, P.L.S.

EXHIBIT C

**COMPASS LAND SURVEYING, P.L.L.C.**
3818 E. Newby Street, Suite 103
Nampa, Idaho 83687

Telephone: (208) 442-0115
Fax: (208) 327-2106
Email: rgray.cls@gmail.com

March 7, 2016

**Paragon Consulting, Inc.**

**Re: Front Street S. between 15th Ave. S. & 17th Ave. S, Nampa, Id.**

Compass Land Surveying is pleased to provide this proposal for topography design land surveying for the above mentioned project. We are submitting the following proposed fees and scope of work to be performed:

12) Establish Control from the City of Nampa to site
13) Search and tie additional monuments (if any) for determining site control
14) Set 2 project bench marks
15) Locate utilities
16) Locate overhead power and telephone lines
17) Topography of proposed bike/pedestrian trail
18) Provide you with pdf files of surrounding subdivisions or survey maps
19) Connect line work
20) Provide AutoCAD drawing of 3d and 2d line work
21) Provide text file of points (x,y,z)
22) Provide code list

Our estimated cost is $2960.00

Again, we appreciate the opportunity to submit this proposal to you. Should you have any questions regarding this proposal or if you need any other information not addressed on this proposal, please contact us at your earliest convenience.

Sincerely,
Compass Land Surveying, PLLC
*Richard A Gray*
Richard A. Gray, P.L.S.

Exhibit D

# Transit – Associated Capital Improvements, Nampa, Key No. 12760
# Task Order No. _____
# Project No. _____
# Consultant: Paragon Consulting, Inc.

## ARTICLE 13 FEDERAL REQUIREMENTS

### 13.1 General Provisions

**13.1.1** All work performed under this Agreement or pursuant to any Work Order shall meet the requirements of federal and state law including but not limited to the following:

### 13.2 Disadvantaged Business Enterprises (DBE) Status

**13.2.1** Because Federal funding may be used for this project, VALLEY REGIONAL TRANSIT is required to seek qualified, certified DBE firms for contracting and purchasing opportunities. VALLEY REGIONAL TRANSIT encourages such participation. CONSULTANT shall make known to VALLEY REGIONAL TRANSIT Contractor's status as a certified DBE.

**13.2.2** Should DBE status, as defined under Federal regulations, be claimed by CONSULTANT, CONSULTANT agrees to furnish written evidence of DBE certification from a governmental entity. Subsequent failure to furnish such proof may be considered by VALLEY REGIONAL TRANSIT as grounds for termination of this agreement.

**13.2.3** When sub-agreements with other parties are required to fulfill the Task Orders, CONSULTANT agrees to notify VALLEY REGIONAL TRANSIT of these contract opportunities and to seek qualified DBE firms from the published Idaho Transportation Department list (available from VALLEY REGIONAL TRANSIT) to perform the work. CONSULTANT will notify VALLEY REGIONAL TRANSIT of the dollar value of the sub-agreement and the DBE status of any subcontractor or service provider. When DBE status is claimed for these subcontractors or service providers, CONSULTANT shall provide VALLEY REGIONAL TRANSIT of written proof of DBE certification.

### 13.3 Incorporation of Federal Transit Administration ("FTA") Terms

**13.3.1** The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation ("DOT"), whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D (also see Change 1), dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any request by VALLEY REGIONAL TRANSIT which would cause VALLEY REGIONAL TRANSIT to be in violation of the FTA terms and conditions.

### 13.4 Federal Changes

**13.4.1** CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between CONSULTANT and FTA , as they may be amended or promulgated from time to time during the term of this contract. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

# Exhibit D

**13.5 Civil Rights**

**13.5.1 Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**13.5.2 Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement: Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of providing the cervices contracted for under this Agreement. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

**13.5.3 Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

**13.5.4 Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**13.6 Program Fraud and False or Fraudulent Statements or Related Acts.**

**13.6.1** CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the services to be provided under this Agreement. Upon execution of this Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which the work under this Agreement is being performed. In addition to other penalties that may be applicable, CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.

CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONSULTANT, to the extent the Federal Government deems appropriate.

CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**13.7 No Obligation by the Federal Government.**

**13.7.1** VALLEY REGIONAL TRANSIT and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to VALLEY REGIONAL TRANSIT, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement.

CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**13.8 Federal Privacy Act Requirements.**

**13.8.1** CONSULTANT agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government before CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

CONSULTANT also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**13.9 Records Disclosure.**

**13.9.1** CONSULTANT agrees to provide VALLEY REGIONAL TRANSIT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

CONSULTANT agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until VALLEY REGIONAL TRANSIT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**13.10 Breaches and Dispute Resolution.**

**13.10.1 Disputes** – Disputes arising in the performance of this Contract and which are not resolved by agreement of the parties shall be decided in writing by OWNER'S Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONSULTANT mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the CONSULTANT and the CONSULTANT shall abide by the decision.

**13.10.2 Performance During Dispute** – Unless otherwise directed by OWNER, CONSULTANT shall continue performance under this Contract while matters in dispute are being resolved.

**13.10.3 Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**13.10.4 Remedies** – All claims, counterclaims, disputes and other matters in question between the OWNER and the CONSULTANT arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Idaho.

**13.10.5 Non-Waiver of Rights** – The failure of OWNER to insist upon strict performance of any of the terms and conditions in this Agreement, or to exercise any rights or remedies, shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof. No action or failure to act by OWNER or Consultant shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**13.11 Termination Provisions**

**13.11.1** VALLEY REGIONAL TRANSIT may terminate this contract in whole or in part, for VALLEY REGIONAL TRANSIT's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. VALLEY REGIONAL TRANSIT shall terminate by delivering to CONSULTANT a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, CONSULTANT shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to VALLEY REGIONAL TRANSIT' Executive Director all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of VALLEY REGIONAL TRANSIT, the Executive Director shall make an equitable adjustment in this Agreement price but shall allow no anticipated profit on unperformed services. If the termination is for failure of CONSULTANT to fulfill this Agreement obligations, VALLEY REGIONAL TRANSIT may complete the work by contact or otherwise and CONSULTANT shall be liable for any additional cost incurred by VALLEY REGIONAL TRANSIT. If, after termination for failure to fulfill contract obligations, it is determined that CONSULTANT was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VALLEY REGIONAL TRANSIT.

**13.11.2** If CONSULTANT fails to perform in the manner called for in this Agreement, or if CONSULTANT fails to comply with any other provisions of this Agreement, VALLEY REGIONAL TRANSIT may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid for services performed in accordance with the manner of performance set forth in this Agreement. If it is later determined by VALLEY REGIONAL TRANSIT that CONSULTANT had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONSULTANT, VALLEY REGIONAL TRANSIT, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

**13.11.3** VALLEY REGIONAL TRANSIT in its sole discretion may, in the case of a termination for breach or default, allow CONSULTANT ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If CONSULTANT fails to remedy to VALLEY REGIONAL TRANSIT's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by CONSULTANT or written notice from VALLEY REGIONAL TRANSIT setting forth the nature of said breach or default, VALLEY REGIONAL TRANSIT shall have the right to terminate the Contract without any further obligation to CONSULTANT. Any such termination for default shall not in any way operate to preclude VALLEY REGIONAL TRANSIT from also pursuing all available remedies against CONSULTANT and its sureties for said breach or default.

**13.11.4** In the event that VALLEY REGIONAL TRANSIT elects to waive its remedies for any breach by CONSULTANT of any covenant, term or condition of this Contract, such waiver by VALLEY REGIONAL TRANSIT shall not limit VALLEY REGIONAL TRANSIT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**13.11.5** Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect VALLEY REGIONAL TRANSIT' rights and duties or release the parties hereto from their rights and obligations under Articles 4 and 5.

**13.11.6** If sufficient funds are not provided from applicable Federal, state, local or other sources to permit VALLEY REGIONAL TRANSIT in the exercise of its reasonable administrative discretion to continue this contract, or if VALLEY REGIONAL TRANSIT or the program for which this Agreement was executed is abolished, VALLEY REGIONAL TRANSIT may terminate this Agreement without further liability by giving CONSULTANT not less than thirty (30) days written notice.

**13.12 Energy Conservation**

**13.12.1** CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**13.13 Water Pollution**

**13.13.1** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to OWNER and understands and agrees that VALLEY REGIONAL TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**13.14 Clean Air Act**

**13.14.1** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to VALLEY REGIONAL TRANSIT and understands and agrees that VALLEY REGIONAL TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**13.15 Lobbying Limitations and Certification**

**13.15.1** By executing this Agreement, Contractor certifies that, to the best of his or her knowledge and belief, that:

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

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 [1/19/96]).

3 Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**13.15.2** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**13.16 Debarment and Nonprocurement**

**13.16.1 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

1 By signing and submitting this Agreement, Contractor is providing certification of the facts set out below.

2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VALLEY REGIONAL TRANSIT may pursue available remedies, including suspension and/or debarment.

3 Contractor shall provide immediate written notice to VALLEY REGIONAL TRANSIT if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact VALLEY REGIONAL TRANSIT for assistance in obtaining a copy of those regulations.

5 Contractor agrees by entering into this Agreement, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VALLEY REGIONAL TRANSIT.

6 Contractor further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7 Contractor, as a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

Exhibit D

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

9 Except for transactions authorized under Paragraph 5 above, if Contractor, as a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, VALLEY REGIONAL TRANSIT may pursue available remedies including suspension and/or debarment.

**13.17 Prompt Payment for DBE**

**13.17.1** The CONSULTANT is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from Valley Regional Transit. In addition, the Consultant may not hold retainage from its subcontractors.

**13.17.2** The Consultant must promptly notify **VRT**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **VRT**.

**13.18 A.D.A. Access**

**13.18.1** All design work completed by the Consultant shall be done to the following federal requirements: Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

**Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.**

**Date:** 3-8-2016

(Signature)

# SUBRECIPIENT AGREEMENT FOR DESIGN & CONSTRUCTION
## CITY OF NAMPA AND VALLEY REGIONAL TRANSIT (VRT)
### Subrecipient Grant Projects (ITD Key No.14261, 18718, 18977, 19069 & 19590)

- In 2014 and 2015, the City, in partnership with Valley Regional Transit and COMPASS, was awarded several Federal Transit Authority (FTA) grants to design and construct transportation and multimodal improvements.
- Valley Regional Transit (VRT) administers the FTA Section 503 grant program.
- The projects have met the FTA "Pre-Award Authority" milestone, confirming project expenditures are grant reimbursable following funding obligation.
- FTA funding obligation is anticipated by September, 2016.
- The individual project descriptions are as follows:
    - **Nampa High School/Lake Lowell Ave. Roadway & Pedestrian Improvements** (Key # 18977) - Street and frontage improvements including a multiuse pathway, Rapid Flashing Beacon (RFB) crossings, parking lot modifications, access management enhancements, lighting, pedestrian ramps and bike shared use lanes.
    - **Skyview High School/Greenhurst Rd. Multimodal Improvements** (Key # 19069) - Greenhurst Rd. RFB crossing (entrance to Skyview H.S.), pedestrian ramps, lighting and signage.
    - **Skyview High School/Powerline Rd. Multimodal Improvements** (Key # 19590) - Powerline Rd. RFB crossing at Blakeslee Ln., pedestrian ramps, lighting, signage and Bike Boulevard facilities.
    - **Centennial Elementary/Lk. Lowell Ave. Multimodal Improvements** (Key # 19590) - Lake Lowell RFB crossing at Mason Ln., pedestrian ramps, lighting, signage and a bike shared-use lane.
    - **Iowa Elementary/Iowa Ave. Multimodal Improvements** (Key # 19590) - Iowa Ave. RFB crossing at Iowa Elementary, lighting, pedestrian ramps, signage and bike shared use lanes.

- Two additional projects (Key# 18718 & Key# 14261) were included in the original grant applications. Funding for each will be reallocated (pending COMPASS approval) to the Nampa High School/Lake Lowell Roadway and Pedestrian Improvements (Key #18977):
    - CWI Railroad Pedestrian Crossing (Key # 18718) - further UPRR negotiations are necessary. The project will be considered for future grant funding opportunities.
    - Stanford St. Culvert/Sidewalk Extension (Key # 14261) - improvements are expected to be installed as part of an adjacent future development.
- Total available funding through the VRT subrecipient agreement is $1,368,750. Federal allocation is $1,095,000 (80%) and city match is $273,750 (20%).
- The City's match is included in the FY16 Streets budget.
- The Subrecipient Agreement (see Exhibit B) must be executed between the City and VRT. Key elements of the Agreement are summarized below:

- Maximum federal allocation is $1,095,000 and the City is responsible for all overages.
- The City shall comply with FTA rules, regulations and certifications.
- The City shall keep project records, monitor progress and adhere to procurement requirements.

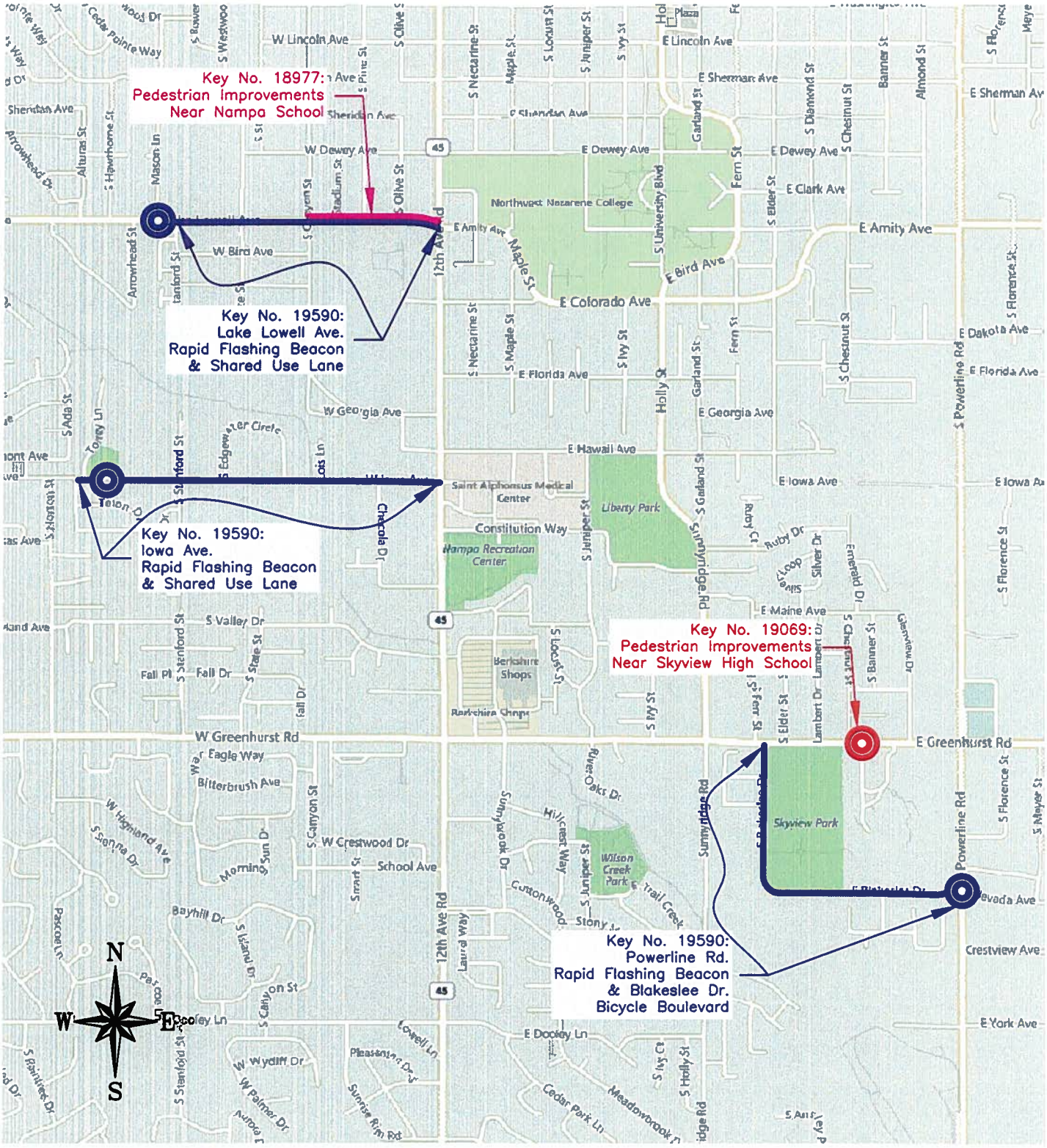
- Engineering is requesting authorization, under a separate Council item, to approve a professional services contract with Paragon Consulting to begin design for the Nampa High School/Lake Lowell Roadway and Pedestrian Project (Key # 18977) and Skyview High School/Greenhurst Rd. Multimodal Improvements (Key # 19069).

- Design of the remaining listed projects (19590) will begin at a later date, following Council authorization of future consultant task orders.

**REQUEST:** Authorize Mayor to sign the Subrecipient Agreement with Valley Regional Transit for the Nampa High School/Lake Lowell Ave. Roadway & Pedestrian Improvements (Key # 18977), Skyview High School/Greenhurst Rd. Multimodal Improvements (Key # 19069), Skyview High School/Powerline Rd. Multimodal Improvements (Key # 19590), Centennial Elementary/Lk. Lowell Ave. Multimodal Improvements (Key # 19590), Iowa Elementary/Iowa Ave. Multimodal Improvements (Key # 19590).

EXHIBIT A

# CITY OF NAMPA




CITY OF NAMPA
VRT SUBRECIPIENT AGREEMENT PROJECTS

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

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

| Scale: N.T.S. | Date: 3/9/2016 | Project Number: 005-15-002 |
|---|---|---|

Drawing: P:\Projects\Nampa 005-15-002\CEs\CADD\Vincinity Bing.dwg

Exhibit B is not available as of 04/12/2016. The document will be available and presented at 04/18/2016 City Council meeting.

# PROFESSIONAL SERVICES AGREEMENT
## CITY OF NAMPA AND PARAGON CONSULTING, INC.
### Nampa High School/Lake Lowell Ave. Roadway & Pedestrian Improvements (Key # 18977) and Skyview High School/Greenhurst Rd. Multimodal Improvements (Key # 19069)

- The City, in partnership with Valley Regional Transit and COMPASS, was awarded Federal Funds to design and construct roadway and multimodal improvements at Nampa High School on Lake Lowell Avenue and Skyview High School on Greenhurst Road.
- Funding is through the Federal Transit Administration (FTA) grant program administered by Valley Regional Transit (VRT) under a subrecipient agreement presented concurrently for authorization at this Council meeting titled "SUBRECIPIENT AGREEMENT FOR DESIGN AND CONSTRUCTION BETWEEN THE CITY OF NAMPA AND VALLEY REGIONAL TRANSIT (VRT)".
- The consultant's Scope of Work covers the following specific projects (see Exhibit A, Vicinity Map):

  **Nampa High School/Lake Lowell Ave Roadway & Pedestrian Improvements** (18977) - Street and frontage improvements including a multiuse pathway, Rapid Flashing Beacon (RFB) pedestrian crossings, parking lot modifications, access management enhancements, lighting, pedestrian ramps and bike shared use lanes.

  **Skyview High School/Greenhurst Rd Multimodal Improvements** (Key # 19069) - Greenhurst Rd RFB pedestrian crossing (entrance to Skyview H.S.), pedestrian ramps, lighting and signage.

- Total available funding through the VRT subrecipient agreement is $1,368,750. Federal allocation is $1,095,000 (80%) and city match is $273,750 (20%).
- Estimated cost for the project is $1,000,000. Funding is as follows

| | |
|---|---|
| FTA 5307 Grant Funding | $ 680,000 |
| City Match FY16 Approved Funding | $ 136,000 |
| Proposed FY17 Street (Stormwater Improvements) | $ 150,000 |
| *Total* | *$ 966,000* |

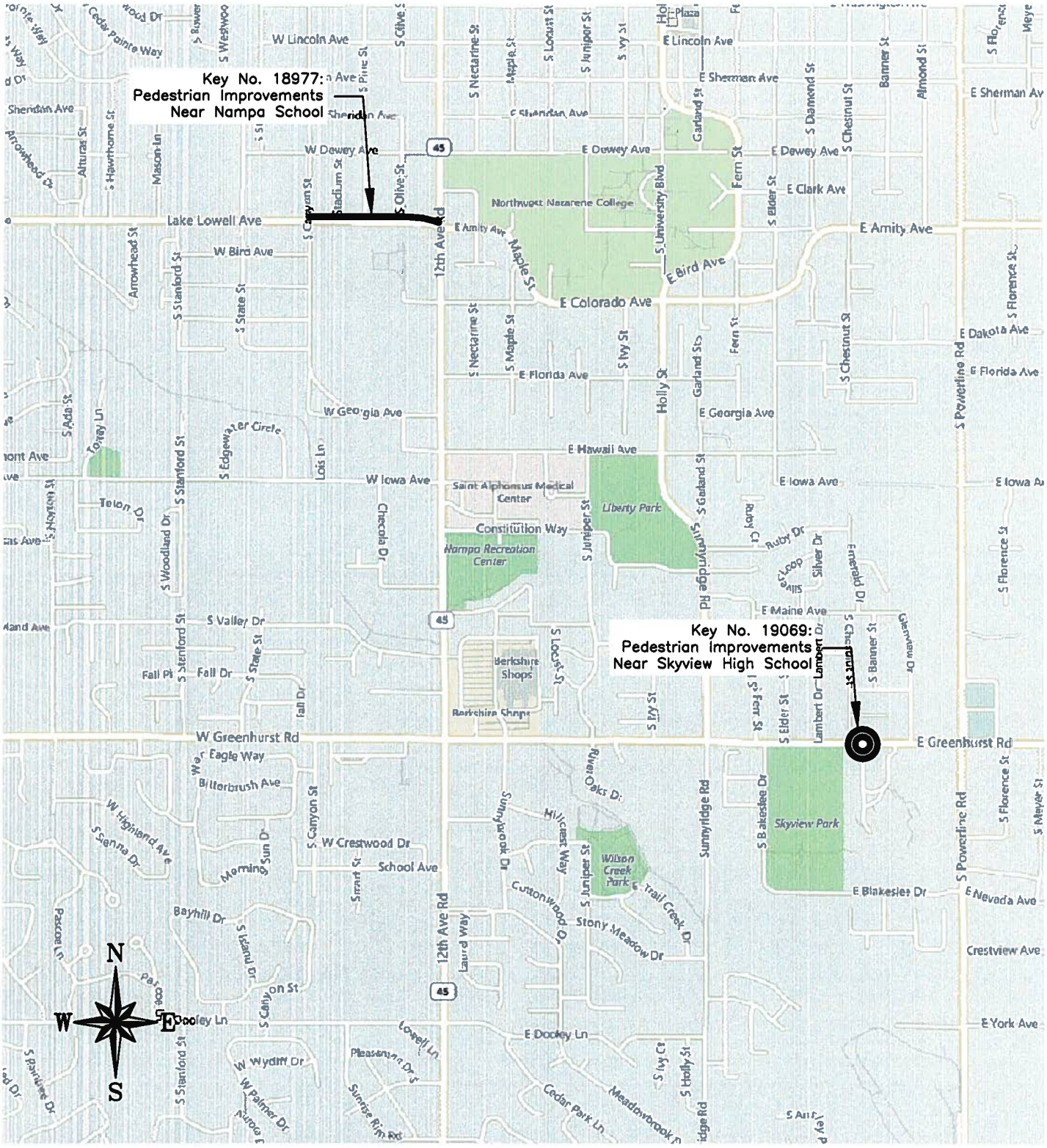
- These projects will utilize $816,000 of the total funding in the subrecipient agreement. The remaining $552,750 will be utilized for multimodal improvements at Skyview High School, Centennial Elementary and Iowa Elementary (Key # 19590).
- While City and VRT have met the requirements of "Pre-Award Authority" with funding obligation anticipated by September, 2016, in the interest of full disclosure funding is not guaranteed until obligated at the federal level. VRT reports that to date they have not had a Pre-Award fall through for any Subrecipient.

- Engineering selected Paragon Consulting for professional services from the City's Term Agreement List based on their familiarity with the project requirements, skill set, and understanding of the FTA/VRT funding requirements.
- Paragon Consulting, Inc. has provided a Scope of Work and Labor Estimate to provide design, bidding and engineer of record services for the amount of $102,035.00 (see Exhibit B).
- Engineering Division has reviewed the Scope of Work and Labor Estimate and recommends approval.

**REQUEST:** Authorize Mayor and Public Works Director to sign the Task Order and Contract for Professional Services between the City of Nampa and Paragon Consulting for the Nampa High School/Lake Lowell Ave. Roadway & Pedestrian Improvements (Key # 18977) and Skyview High School/Greenhurst Rd. Multimodal Improvements (Key # 19069) in the amount of $102,035.00 Time and Materials Not to Exceed.

EXHIBIT A

# CITY OF NAMPA
# PEDESTRIAN IMPROVEMENTS NEAR NAMPA HIGH SCHOOL, KEY NO. 18977
# PEDESTRIAN IMPROVEMENTS NEAR SKYVIEW HIGH SCHOOL, KEY NO. 19069




CITY OF NAMPA
KEY NO. 18977 & KEY NO. 19069

| Scale: N.T.S. | Date: 3/9/2016 | Project Number: 005-15-002 |
|---|---|---|

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PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

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

# SCOPE OF WORK

## FOR

# CITY OF NAMPA

## PEDESTRIAN IMPROVEMENTS NEAR NAMPA HIGH SCHOOL
## KEY NO. 18977

## &

## PEDESTRIAN IMPROVEMENTS NEAR SKYVIEW HIGH SCHOOL
## KEY NO. 19069

**MARCH 4, 2016**

**Prepared By:**
**Paragon Consulting, Inc.**
**157 W. 4th Street**
**Kuna, Idaho 83634**

**Project Manager:**
**Joe Barton, P.E.**
**(208) 921-8486**

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

# Scope of Work

**Date:** March 4, 2016
**Task Order Number:** N/A
**Project Number:** N/A
**Project Name:** Pedestrian Improvements Near Nampa High School, Key No. 18977
Pedestrian Improvements Near Skyview High School, Key No. 19069
**Consultant Company Address:**
PARAGON Consulting, Inc.
157 W. 4th Street
Kuna, ID 83634
**Consultant Project Manager/Contact Information:**
W. Joe Barton, P.E.
(208) 921-8486 (Cell)
jbarton@paragonfbk.com
**Contract Amount:** $102,035.00 (T/M NTE), consisting of:
$85,105.00 for Key No. 18977
$16,930.00 for Key No. 19069
**Duration:** April 4, 2016 thru September 20, 2017 (534 Calendar Days)

**Project Description and Assumptions**:
This Scope of Work (SOW) covers the design of two pedestrian improvements projects in the City of Nampa, including the Pedestrian Improvements Near Nampa High School Project and the Pedestrian Improvements Near Skyview High School Project. Both Projects are funded with FTA funds and City of Nampa match/overmatch funds. The projects will be developed based on the current City of Nampa standards, based on the Idaho Standards for Public Works Construction, along with the FTA funding requirements.

The Pedestrian Improvements Near Nampa High School Project will construct frontage improvements along Lake Lowell Avenue, in front of the Nampa High School. A new, ADA compliant, multiuse pathway will replace the existing sidewalk and fill in sidewalk gaps along Lake Lowell Avenue. Four existing High School parking lot driveway access points will be removed and replaced with two new approaches. Enhanced pedestrian crosswalks will be constructed across Lake Lowell Avenue at South Canyon Street and Pine Street.

Pedestrian Improvements Near Skyview High School Project will construct pedestrian improvements at East Greenhurst Road and the Skyview High School entrance. New ADA compliant pedestrian ramps and crosswalks will be constructed in place of the outdated facilities. Rectangular Rapid Flashing Beacons will be installed for the East Greenhurst Road pedestrian crossing to enhance driver awareness and help protect pedestrians.

The two pedestrian improvement projects will follow a design and bid schedule to accommodate a construction window outside the normal school year to reduce the inconvenience of construction on the two high schools. Construction is anticipated during the 2017 summer break.

The two pedestrian improvements projects will both be developed under this Scope of Work (SOW). However, each project will be developed independently of the other, with separate design plans, contract documents and bidding procedures. Additionally, the two projects will be invoiced separately to enable tracking expenditures independently.

Major project assumptions include the following:

- The potential budget for the project is up to $1,050,000
- All Rectangular Rapid Flashing Beacons and components are based on CITY standard equipment with no special equipment design required
- No Right-of-Way Acquisition is required
- Construction easements may be required from the Nampa School District
- Signal interconnect conduit will be designed only within the limits of the Project
- No special permits are required
- No environmental documentation is required beyond the previously approved Categorical Exclusion Document
- No major CITY utility (water, sewer, PI, etc.) improvements are anticipated
- All plans will be developed on 22x34 plan sheets (reducible to 11x17)
- CITY Standards are used as the basis of the design with incorporation of the required Federal Clauses
- Construction Engineering & Inspection services are not included with this scope of work

The following SOW represents the tasks required to complete each of the two pedestrian improvement projects. Therefore, the attached labor estimate provides separate estimates for each project, based on the tasks outlined herein. The SOW labor estimate is attached as "Exhibit A".

A critical path diagram depicting the anticipated project schedule is attached as "Exhibit B".

PARAGON Consulting, Inc. is sub-consulting the survey services for this project to Compass Land Surveying and the Geotechnical services to GeoTek, Inc. The Compass Land Surveying Scope of Work is attached as "Exhibit C" and the GeoTek Scope of Work is attached as "Exhibit D".

1. Project Management

1.1. Kick Off Meeting – PARAGON will prepare an agenda and conduct a meeting with CITY staff to discuss project approach, schedule, available information, etc. PARAGON will record meeting minutes.

1.2. Utility Research Meeting – PARAGON will prepare an agenda and conduct a meeting(s) with appropriate CITY utility divisions or Public Utility Companies to gather record drawings, field knowledge and any historical data available. PARAGON will record minutes and incorporate research into design.

1.3. Council Meeting – PARAGON will prepare Nampa City Council write-ups and exhibits, attend council meeting(s) to answer questions, etc. Assume one (1) council meeting and two (2) council write-ups.

1.4. CITY Meeting – PARAGON will schedule monthly progress meeting(s) with CITY, prepare agenda and record minutes. Monthly progress meeting(s) can be incorporated into Project milestone meeting(s).

1.5. Budget and Tracking – PARAGON will 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. Monthly progress report(s) will be submitted with monthly invoice(s).

1.6. Sub-Consultant Administration – PARAGON will administer sub-consultant agreement(s), including providing Project instructions, reviewing sub-consultant deliverables, reviewing invoices and providing Project feedback.

2. Design Services

2.1. Public Outreach

2.1.1. Property Owner Coordination – PARAGON will prepare exhibits and informational material for use in identifying and communicating Project information to the Nampa School District and private property owners, adjacent to the Project. PARAGON will meet with the Nampa School District and adjacent property owners to discuss potential impacts to access and frontage improvements. Considering the Nampa School District's vested interest in the Project, it is anticipated that up to 5 School District Meetings will be required along with several property owner and business owner meetings throughout the design of the Project.

2.1.2. Public Mailers & Press Releases – PARAGON will prepare an informational mailer for distribution by the CITY. The initial mailer will include information from the Preliminary Design and will announce the anticipated project timeline.

PARAGON will prepare a follow up informational mailer for distribution by the CITY prior to construction activities. The follow up mailer will contain information relative to the construction duration and potential impacts to traffic.

PARAGON will compile information from the design, property owner meetings and public open house and provide the CITY with information pertinent for a press release prior to the start of construction.

2.1.3. Advisory Group Coordination – PARAGON will prepare agendas and project information for use in meetings with interested groups from the community (School Safety Team, Bike and Pedestrian Advisory Committee, Crosswalk Safety Committee, school principal & staff, etc.). PARAGON will meet with the interest groups, prepare minutes and provide responses to questions and comments. It is anticipated that up to 5 interest group meetings may be required.

2.1.4. Public Open House – PARAGON will prepare exhibits and informational material for use in conducting a Public Open House meeting to disseminate information relative to the Project. The Public Open House will be held following the Preliminary Design phase of the Project so that major Project design elements can be displayed for the public.

Public Open House exhibits are anticipated to include an aerial photograph background, overlaid with major project design elements (striping layout, pedestrian ramps, intersection and approach layout, etc.). Additionally, a one page informational flyer will be developed to hand out at the meeting.

PARAGON will incorporate review comments received during the open house and other comments received by the CITY into the design as appropriate.

PARAGON Consulting will work with CITY staff to secure a location close to the project for the open house meeting.

2.2. Concept Design

2.2.1. Develop Topographic Map – The field survey data will be transferred electronically and placed in an X-Y-Z format. The files will be merged together into a single data file. The survey data will be imported into CAD and a complete topography will be drafted. This topographic file will be the basis of presentation mapping and plans.

2.2.2. Evaluate Geotechnical Data – The geotechnical data will be evaluated and used to determine the structural capabilities of the existing Sub-grade, Sub-base and Base and Pavement sections. This evaluation will be the basis for the section design of the roadway section.

2.2.3. Develop Pavement Rehabilitation Options – Based on the evaluations performed under Section 2.2.2, various rehabilitation options will be developed for consideration. Each option will be evaluated using Life Cycle Cost Analysis procedures to determine the most economical rehabilitation option.

2.2.4. Collect Traffic and Accident Data – Average Daily Classification Traffic Counts will be collected from the CITY Traffic Division, for the most recent traffic count on file. Traffic data will be analyzed to determine the appropriate Traffic Index for use in completing task 2.2.3.

Accident data in the vicinity of the Project will be summarized from the WebCARS database in order to identify high accident locations that should be addressed in the design.

2.2.5. Concept Design Layout – Conceptual layouts of the multiuse pathway, high school parking lot approaches and pedestrian crossings will be developed for evaluation and for use in meetings with the Nampa School District and the CITY. Through these meetings and evaluations, a final concept layout will be developed as the recommended alternative.

2.2.6. Concept Summary Report – PARAGON will prepare the Draft Concept Summary Report for submittal to and review by the CITY. The Concept Summary Report will include a Project vicinity map, a Project area map showing the Project limits and features, a short narrative of the options evaluated and the concept level cost estimate. The Draft Concept Report will be discussed with CITY staff and then finalized and stamped for the Project files.

2.3. Preliminary Design

2.3.1. Develop Preliminary Design Plans – PARAGON will complete the preliminary design for the project improvements. Appropriate design standards will be used as needed to address the design features prior to final detailing, including:

- Develop the preliminary layout for hard surface improvements, including curb, gutter, sidewalk, pedestrian ramps, roadway approaches, etc.
- Develop a grading and drainage plan to route surface runoff to the existing storm drain system
- Prepare typical roadway and pathway sections
- Develop a preliminary pathway and street lighting layout
- Complete the layout for the Rectangular Rapid Flashing Beacons and pedestrian crossings
- Prepare Preliminary Plan Sheets for the project construction
- Preliminary Utility plan sheets, showing the type of utility, both new and existing and identifying any conflicts and showing Idaho Power service locations
- Preliminary Striping & Signing Plan
- Construction Traffic Control

2.3.2. Project Storm Drainage Report – PARAGON will prepare a storm drain summary report for the project area that includes drainage area map exhibits and storm water runoff calculations from the project area. The report will be reviewed with the CITY to determine the potential effects of the project on the existing storm drain system.

2.3.3. Preliminary Design Review – PARAGON will attend an informal preliminary design review with the CITY to present the preliminary design and resolve any outstanding design issues before detailing the final plans.

2.4. Final Design

2.4.1. Final Design Plans – PARAGON will complete the final design including the following final plan sheets:

- Title Sheet – Complete the final plan set title page
- Survey Control & General Notes – Prepare a map showing the local Project survey control and general notes for Project construction
- Vicinity & Special Map(s) – Update the Vicinity Map and/or Special Maps
- Typical Cross Section(s) – Finalize the roadway and pathway structural section for inclusion in the plans. Prepare typical cross sections at critical locations throughout the Project. Cross sections will show paving, base, sub-base, curbs, sidewalks, etc.
- Plan Sheets – Complete the final plan layout for the Project with construction callouts and details
- Rectangular Rapid Flashing Beacons Details – Complete the final RRFB signal details, including power service, mast arms for lighting, sign placement, etc.
- Miscellaneous Details – Prepare final layout of other Project details (ADA upgrades, storm drain features, lighting, etc.)
- Permanent Signing and Striping Plan – Prepare final layout and details for the pavement markings and permanent signing
- Construction Traffic Control Plan – Prepare a construction traffic control plan

2.4.2. Final Design Review – PARAGON will attend an informal final design review with the CITY (following a 2 week review period) to gather comments on the final design and resolve any outstanding design issues before preparing the PS&E package.

2.5. Plans, Specifications & Estimate (PS&E)

2.5.1. Address Final Design Review Comments – PARAGON will compile the Final Design Review Comments, respond to each comment and resolve identified issues prior to incorporating into the PS&E plans.

2.5.2. PS&E Plans – PARAGON will complete the final plan revisions and prepare a complete set of PS&E plans.

2.5.3. Prepare Design Files – PARAGON will compile a project design file for submittal to the CITY as a record of the design process. The design file may include the final approved concept report, design review comments and responses, property owner contact information and correspondence records, utility contacts and correspondence records, design quantity calculations, special permit requirements, etc.

2.6. Contract Documents – PARAGON will prepare contract documents using the CITY provided template document(s) in Microsoft (MS) Word format. The contract documents will include the required federal clauses to meet the requirements of the FTA funding. The contract documents will include the following sections:

- Project Advertisement
- Bid Forms & Instructions to Bidders
- Bid, Performance & Payment Bonds
- Naming of Subcontractor(s)
- Contract Agreement
- Notice of Award & Notice to Proceed
- Supplementary Conditions
- Special Provisions

Draft contract documents will be completed for review at the Final Design stage of the project development and then finalized for publication during the PS&E stage of the project development.

2.7. Engineers Construction Cost Estimate – PARAGON will prepare a project construction quantity estimate and associated cost estimate at critical milestones, including the following:

- Concept Report
- Preliminary Design
- Final Design
- PS&E

3. Bid Administration and Support

3.1. Bid Documents – PARAGON will prepare 20 sets of bid documents and plans to be distributed by the CITY during the bid process.

3.2. Pre-Bid Meeting - PARAGON will prepare an agenda and conduct a pre-bid meeting with CITY staff and interested parties to discuss the Project, answer questions, etc. PARAGON will record meeting minutes and transmit to CITY.

3.3. Bid Administration – PARAGON will review bid comments, prepare addendum, and advise the CITY on bid inquiries. Assume one (1) addendum will be issued.

3.4. Bid Opening – PARAGON will attend the bid opening, prepare bid summary, assist CITY in reviewing bids and make recommendation for award. PARAGON will prepare the Bid Award and Notice to Proceed documents.

4. Engineer of Record (EOR) Services During Construction

4.1. Construction Assistance and Requests for Information – PARAGON will respond to questions by the CITY and the Construction Engineering and Inspection (CE&I) Consultant as needed to evaluate issues that are encountered during construction. This will include phone call inquiries about the plans and specifications. Formal written Requests for Information (RFIs) will also be responded to at the request of the CITY or the CE&I Consultant.

4.2. Project Site Visits – If requested by the CITY or the CE&I Consultant, PARAGON will visit the site to review technical features of the design during construction.

4.3. Record Drawings – PARAGON will receive record drawing information from the CE&I Consultant and the Contractor. The record drawing information will be reviewed for conformance with the design. Record information will be drafted over the original design AutoCAD files and provided to the CITY and the CE&I Consultant for review. Following the final revisions to the record drawings, PARAGON will provide record drawings as follows: one (1) CD with plans in PDF and AutoCAD format, one (1) Mylar copy, three (3) print copies.

## Project Schedule

PARAGON proposes to implement its services from April 4, 2016 thru September 20, 2017 (see attached "Exhibit B", CPM Schedule) with the following Milestones:

- Task Order Notice to Proceed – April 4, 2016
- Kick Off Meeting – April 11, 2016
- Concept Report Review Meeting – July 11, 2016
- Preliminary Design Review Meeting – September 27, 2016
- Public Open House – October 11, 2016
- Final Design Review Meeting – December 8, 2016
- PS&E Approval – January 5, 2017
- Bid Advertisement – January 23, 2017
- Bid Award by City Council – February 20, 2017

Note the above schedule and milestones are representative of Project 18977. Project 19069 will follow an abbreviated schedule as shown on the attached "Exhibit B", CPM Schedule.

## Cost of Services

Services will be on a time and materials not-to-exceed (NTE) basis (see attached "Exhibit A").

Key No. 18977, Pedestrian Improvements Near Nampa High School

Project Management $10,630.00
Design $64,365.00
Bid Support $3,200.00
Engineer of Record Services $6,910.00

Sub-Total Cost of Services for Key No. 18977: $85,105.00

Key No. 19069, Pedestrian Improvements Near Skyview High School

Project Management $1,610.00
Design $10,980.00
Bid Support $2,110.00
Engineer of Record Services $2,230.00

Sub-Total Cost of Services for Key No. 19069: $16,930.00

Total cost of services = $102,035.00 (Time and Materials, Not to Exceed)

## Federal Requirements

Consistent with the Federal Transit Administration (FTA) Grant, this Scope of Work includes the Federal Required contract provisions, included as Exhibit E and entitled Article 13, Federal Requirements.

## Attachments:

Exhibit A – Labor Estimate & Cost Summary
Exhibit B – CPM Schedule
Exhibit C – Compass Land Surveying SOW
Exhibit D – GeoTek SOW
Exhibit E – Federal Contract Clauses

# Task Order Review Checklist

**Project:** **Pedestrian Improvements Near Nampa High School, Key No. 18977**
**Pedestrian Improvements Near Skyview High School, Key No. 19069**

**Date: March 4, 2016**

**SOW should contain the following information:**

1) Name of Project Yes ☒ No ☐
2) Name of Firm Yes ☒ No ☐
3) Contact Name and Number Yes ☒ No ☐
4) Current Date Yes ☒ No ☐
5) Page Numbers Yes ☒ No ☐
6) Outline of task(s) to be provided Yes ☒ No ☐
   a) PM, Design, Bid~~, Construction~~
7) Project Schedule Yes ☒ No ☐
   a) Milestone Dates and Cost Estimates at PM (Preliminary Design Portion), Design, Bid, ~~Construction~~
8) Cost of Service Yes ☒ No ☐
   a) (fee for services to be noted "Time and Material Not to Exceed")
9) Any Key Understandings to be noted Yes ☒ No ☐
10) Cover ~~letter~~ with the correct contact information Yes ☒ No ☐

EXHIBIT A

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

**Pedestrian Improvements Near Nampa High School**
**Key Number: 18977**
**City of Nampa**

**A. SUMMARY ESTIMATED LABOR-HOURS**

| | Labor Category | Labor-Hours | | Hrly Rate | | | Labor Cost |
|---|---|---|---|---|---|---|---|
| 1 | Project Manager | 294 | @ | $130.00 | = | $ | 38,220.00 |
| 2 | Engineer | 360 | @ | $95.00 | = | $ | 34,200.00 |
| | | | | TOTAL LABOR COST | = | $ | 72,420.00 |
| | | | | PARAGON TOTAL | | $ | 72,420.00 |

**B. SUB-CONSULTANTS & EXPENSES**

| | | | |
|---|---|---|---|
| 1 | Compass Land Surveying, PLLC | = $ | 4,100.00 |
| 2 | GeoTek, Inc. | = $ | 2,335.00 |
| 3 | Allowance for Electrical Engineer | = $ | 5,000.00 |
| 4 | Publish Bidding Documents | = $ | 500.00 |
| 5 | Publish Record Drawings | = $ | 750.00 |
| | SUB-CONSULTANT & EXPENSE TOTAL | $ | 12,685.00 |

**SUB-TOTAL, Key No. 18977 = $ 85,105.00**

**Pedestrian Improvements Near Skyview High School**
**Key Number: 19069**
**City of Nampa**

**A. SUMMARY ESTIMATED LABOR-HOURS**

| | Labor Category | Labor-Hours | | Hrly Rate | | | Labor Cost |
|---|---|---|---|---|---|---|---|
| 1 | Project Manager | 60 | @ | $130.00 | = | $ | 7,800.00 |
| 2 | Engineer | 74 | @ | $95.00 | = | $ | 7,030.00 |
| | | | | TOTAL LABOR COST | = | $ | 14,830.00 |
| | | | | PARAGON TOTAL | | $ | 14,830.00 |

**B. SUB-CONSULTANTS & EXPENSES**

| | | | |
|---|---|---|---|
| 1 | Compass Land Surveying, PLLC | = $ | 1,100.00 |
| 2 | Publish Bidding Documents | = $ | 500.00 |
| 3 | Publish Record Drawings | = $ | 500.00 |
| | SUB-CONSULTANT & EXPENSE TOTAL | $ | 2,100.00 |

**SUB-TOTAL, Key No. 18977 = $ 16,930.00**

**TOTAL AMOUNT FOR BOTH PROJECTS (Key No. 18977 & 19069)= $ 102,035.00**
**TIME AND MATERIALS NOT TO EXCEED**

EXHIBIT A

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

**Pedestrian Improvements Near Nampa High School**
**Key Number: 18977**
**City of Nampa**

## 1 PROJECT MANAGEMENT

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 1.1 | Kick Off Meeting | 8 | 4 | 4 |
| 1.2 | Utility Research Meeting | 16 | 4 | 12 |
| 1.3 | Council Meeting | 10 | 8 | 2 |
| 1.4 | City Meeting | 40 | 20 | 20 |
| 1.5 | Budget & Tracking | 10 | 10 | |
| 1.6 | Sub-Consultant Administration | 8 | 8 | |
| 1 | TOTAL - PROJECT MANAGEMENT (HOURS) | 92 | 54 | 38 |
| | TOTAL - PROJECT MANAGEMENT (LABOR COST) | $ | 10,630.00 | |

## 2 DESIGN SERVICES

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 2.1.1 | Property Owner Coordination | 30 | 20 | 10 |
| 2.1.2 | Public Mailers & Press Releases | 12 | 4 | 8 |
| 2.1.3 | Advisory Group Coordination | 20 | 12 | 8 |
| 2.1.4 | Public Open House | 28 | 12 | 16 |
| 2.2.1 | Develop Topographic Map | 12 | | 12 |
| 2.2.2 | Evaluate Geotechnical Data | 4 | 4 | |
| 2.2.3 | Develop Pavement Rehabilitation Options | 10 | 8 | 2 |
| 2.2.4 | Collect Traffic and Accident Data | 6 | 4 | 2 |
| 2.2.5 | Concept Design Layout | 32 | 8 | 24 |
| 2.2.6 | Concept Summary Report | 20 | 8 | 12 |
| 2.3.1 | Develop Preliminary Design Plans | 90 | 30 | 60 |
| 2.3.2 | Project Storm Drainage Report | 24 | 12 | 12 |
| 2.3.3 | Preliminary Design Review | 8 | 4 | 4 |
| 2.4.1 | Final Design Plans | 90 | 30 | 60 |
| 2.4.2 | Final Design Review | 8 | 4 | 4 |
| 2.5.1 | Address Final Design Review Comments | 12 | 4 | 8 |
| 2.5.2 | PS&E Plans | 24 | 8 | 16 |
| 2.5.3 | Prepare Design Files | 12 | 4 | 8 |
| 2.6 | Contract Documents | 24 | 20 | 4 |
| 2.7 | Engineers Construction Cost Estimate | 16 | 8 | 8 |
| 2 | TOTAL - DESIGN PHASE (HOURS) | 482 | 204 | 278 |
| | TOTAL - DESIGN PHASE (LABOR COST) | $ | 52,930.00 | |

EXHIBIT A

**Pedestrian Improvements Near Nampa High School**
**Key Number: 18977**
**City of Nampa**

## 3 BID ADMINISTRATION AND SUPPORT

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 3.1 | Bid Documents | 6 | 2 | 4 |
| 3.2 | Pre-Bid Meeting | 8 | 4 | 4 |
| 3.3 | Bid Administration | 8 | 4 | 4 |
| 3.4 | Bid Opening | 2 | 2 | |
| 1 | TOTAL - BIDDING (HOURS) | 24 | 12 | 12 |
| | TOTAL - BIDDING (LABOR COST) | $ | 2,700.00 | |

4

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 4.1 | Construction Assistance and Requests for Information | 16 | 8 | 8 |
| 4.2 | Project Site Visits | 16 | 8 | 8 |
| 4.3 | Record Drawings | 24 | 8 | 16 |
| 4 | TOTAL - EOR (HOURS) | 56 | 24 | 32 |
| | TOTAL - EOR (LABOR COST) | $ | 6,160.00 | |

EXHIBIT A

PARAGON Consulting, Inc.
FREIBURGER-BARTON-KAES

**Pedestrian Improvements Near Skyview High School**
**Key Number: 19069**
**City of Nampa**

## 1 PROJECT MANAGEMENT

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 1.1 | Kick Off Meeting | 4 | 2 | 2 |
| 1.2 | Utility Research Meeting | 2 | | 2 |
| 1.3 | Council Meeting | 0 | | |
| 1.4 | City Meeting | 4 | 2 | 2 |
| 1.5 | Budget & Tracking | 2 | 2 | |
| 1.6 | Sub-Consultant Administration | 2 | 2 | |
| 1 | TOTAL - PROJECT MANAGEMENT (HOURS) | 14 | 8 | 6 |
| | TOTAL - PROJECT MANAGEMENT (LABOR COST) | $ | 1,610.00 | |

## 2 DESIGN SERVICES

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 2.1.1 | Property Owner Coordination | 6 | 4 | 2 |
| 2.1.2 | Public Mailers & Press Releases | 0 | | |
| 2.1.3 | Advisory Group Coordination | 0 | | |
| 2.1.4 | Public Open House | 0 | | |
| 2.2.1 | Develop Topographic Map | 2 | | 2 |
| 2.2.2 | Evaluate Geotechnical Data | 0 | | |
| 2.2.3 | Develop Pavement Rehabilitation Options | 0 | | |
| 2.2.4 | Collect Traffic and Accident Data | 2 | | 2 |
| 2.2.5 | Concept Design Layout | 0 | | |
| 2.2.6 | Concept Summary Report | 0 | | |
| 2.3.1 | Develop Preliminary Design Plans | 20 | 4 | 16 |
| 2.3.2 | Project Storm Drainage Report | 0 | | |
| 2.3.3 | Preliminary Design Review | 4 | 2 | 2 |
| 2.4.1 | Final Design Plans | 14 | 2 | 12 |
| 2.4.2 | Final Design Review | 4 | 2 | 2 |
| 2.5.1 | Address Final Design Review Comments | 4 | 2 | 2 |
| 2.5.2 | PS&E Plans | 10 | 2 | 8 |
| 2.5.3 | Prepare Design Files | 4 | 2 | 2 |
| 2.6 | Contract Documents | 16 | 16 | |
| 2.7 | Engineers Construction Cost Estimate | 4 | 2 | 2 |
| 2 | TOTAL - DESIGN PHASE (HOURS) | 90 | 38 | 52 |
| | TOTAL - DESIGN PHASE (LABOR COST) | $ | 9,880.00 | |

EXHIBIT A

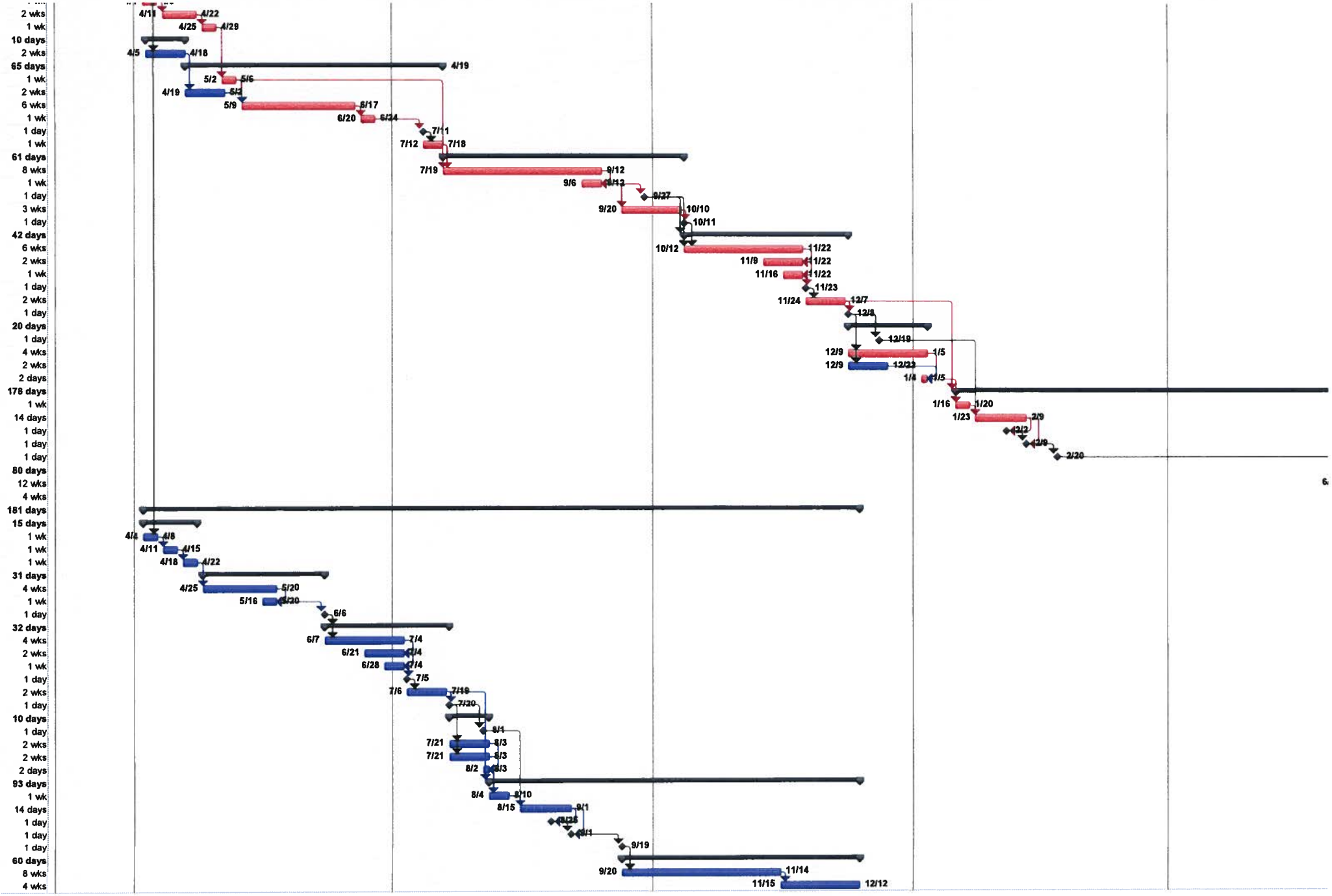
**Pedestrian Improvements Near Skyview High School**
**Key Number: 19069**
**City of Nampa**

## 3 BID ADMINISTRATION AND SUPPORT

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 3.1 | Bid Documents | 6 | 2 | 4 |
| 3.2 | Pre-Bid Meeting | 2 | 2 | |
| 3.3 | Bid Administration | 4 | 2 | 2 |
| 3.4 | Bid Opening | 2 | 2 | |
| 1 | TOTAL - BIDDING (HOURS) | 14 | 8 | 6 |
| | TOTAL - BIDDING (LABOR COST) | $ | 1,610.00 | |

## 4

| | | Total L-Hrs | PM L-Hrs | Engineer L-Hrs |
|---|---|---|---|---|
| 4.1 | Construction Assistance and Requests for Information | 6 | 2 | 4 |
| 4.2 | Project Site Visits | 4 | 2 | 2 |
| 4.3 | Record Drawings | 6 | 2 | 4 |
| 4 | TOTAL - EOR (HOURS) | 16 | 6 | 10 |
| | TOTAL - EOR (LABOR COST) | $ | 1,730.00 | |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11/15
12/12

EXHIBIT C


# COMPASS LAND SURVEYING, P.L.L.C.

3818 E. Newby Street, Suite 103
Nampa, Idaho 83687

Telephone: (208) 442-0115
Fax: (208) 327-2106
Email: rgray.cls@gmail.com


March 3, 2016

**Re: Lake Lowell, Canyon to 12th Ave, Nampa, Id.**

Compass Land Surveying is pleased to provide this proposal for topography design land surveying for the above mentioned project. We are submitting the following proposed fees and scope of work to be performed:

1) Establish Control from the City of Nampa to site
2) Tie centerline/section line monuments for determining site control
3) Set 4 project bench marks along side streets
4) Locate utilities
5) Locate overhead power and telephone lines at Canyon and Pine
6) Topography of east and west parking lots from north face of building extended to Lake Lowell
7) Locate extensive topo along Lake Lowell 15 feet behind sidewalk both sides Canyon to 12th
8) Topography from back of walk to back of walk of side streets 100 feet from PC's
9) Provide client pdf files of surrounding subdivisions or survey maps
10) Connect line work for tin
11) Provide AutoCAD drawing of 3d and 2d line work
12) Provide text file of points (x,y,z)
13) Provide code list

Our estimated cost is $4100.00

Again, we appreciate the opportunity to submit this proposal to you. Should you have any questions regarding this proposal or if you need any other information not addressed on this proposal, please contact us at your earliest convenience.

Sincerely,
Compass Land Surveying, PLLC
*Richard A Gray*
Richard A. Gray, P.L.S.

EXHIBIT C

**COMPASS LAND SURVEYING, P.L.L.C.**
3818 E. Newby Street, Suite 103
Nampa, Idaho 83687

Telephone: (208) 442-0115
Fax: (208) 327-2106
Email: rgray.cls@gmail.com

March 3, 2016

**Re: Greenhurst at Skyview entrance , Nampa, Id.**

Compass Land Surveying is pleased to provide this proposal for topography design land surveying for the above mentioned project. We are submitting the following proposed fees and scope of work to be performed:

1) Establish Control from the City of Nampa to site
2) Tie centerline/section line monuments for determining site control
3) Set 1 project bench mark
4) Locate utilities
5) Topography Greenhurst approximately 100 feet west of Chestnut and 100 feet east of the westerly entrance to Skyview High School back of walk to back of walk
6) Topography 15 feet behind sidewalk at proposed crosswalk location both sides of Greenhurst
7) Topography from back of walk to back of walk of Chestnut St.
8) Provide you with pdf files of surrounding subdivisions or survey maps
9) Connect line work
10) Provide AutoCAD drawing of 3d and 2d line work
11) Provide text file of points (x,y,z)
12) Provide code list

Our estimated cost is $1100.00

Again, we appreciate the opportunity to submit this proposal to you. Should you have any questions regarding this proposal or if you need any other information not addressed on this proposal, please contact us at your earliest convenience.

Sincerely,
Compass Land Surveying, PLLC
*Richard A Gray*
Richard A. Gray, P.L.S.

EXHIBIT D

GeoTek, Inc.
320 East Corporate Drive Suite 300 Meridian, ID 83642-3511
(208) 888-7010 Office (208) 888-7924 Fax www.geotekusa.com

March 3, 2016
P3-0300116-ID

**Paragon Consulting, Inc.**
157 W. 4th Street
Kuna, Idaho 83634

Attention: Joe Barton

Subject: Proposal for Pavement Evaluation Testing for The Pedestrian Improvements near Nampa High School Located on Lake Lowell Avenue from 12th Avenue Road to S. Canyon Street, Nampa, Idaho

In accordance with your request, GeoTek, Inc. (GTI) is pleased to submit this proposal to evaluate the geotechnical conditions within the subject right-of-way. Our proposal is based upon a field reconnaissance of the site performed to evaluate surface conditions, previous experience in the area, a review of geologic maps and available publications in our library.

## PURPOSE AND SCOPE OF SERVICES

Based on the information provided to date, evaluation of the site can be separated into two phases; 1) Field Exploration and 2) Laboratory Testing. Based on the above and our understanding of the project, we recommend that the scope of our services consist of the specific tasks described below.

The purpose of our proposed field study would be to evaluate the nature of earth materials underlying the site and to ascertain their engineering properties. Field exploration would include any necessary Dig Line, Inc. utility line locations, any necessary traffic control during exploration, and Right-of-way permit.

We propose to utilize a core machine to advance 3 borings (to approximately 18 to 30 inches below existing asphalt surface). During subsurface exploration, representative asphalt, aggregate base, and soil subgrade samples would be collected and returned to our laboratory for testing and analyses. The borings would be continuously logged by one of our field personnel. The costs associated with the proposed field evaluation are projected below.

| | | | |
|---|---|---|---|
| Dig Line Locations | 2 hrs. x $90/hr. | $ | 180.00 |
| Traffic Control during Field Exploration | 3 locations x $330.00/ location | $ | 990.00 |
| Staff Professional | 3 hrs. x $95/hr. | $ | 285.00 |
| Field Technicians | 12 hrs. x $50/hr. | $ | 600.00 |
| | Subtotal | $ | 2,055.00 |

**2) Laboratory Testing:**
Laboratory testing would be performed on collected soil. The estimated cost for this phase of site evaluation is outlined below.

| | | |
|---|---|---|
| R-Value | 1 ea. x $ 280.00/ea. | $ 280.00 |
| | Subtotal | $ 280.00 |

# TOTAL PHASES 1 & 2 = $ 2,335.00

## CLOSURE

Additional services beyond those outlined in this proposal that are requested and authorized by the client or his representative will be invoiced at our prevailing hourly rates. Such services may include: additional inspections; meetings; or response letters to jurisdictional review comments. Current rates are denoted on the enclosed Fee Schedule. Requests for services outside the scope presented herein may not be performed until appropriate authorization is obtained from the client. Please sign and return a copy of the enclosed "Work Authorization and Agreement" form to our office.

If we receive a request to perform services as described in this proposal for this project from you or your representative prior to receiving a signed copy of the attached "Work Authorization and Agreement," and we provide these services, it would be with the understanding that you are in agreement with the information presented in this proposal, and the attached terms and conditions and fee schedule.

We greatly appreciate the opportunity of submitting this proposal and look forward to working with you toward the successful completion of this project. If you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,
**GeoTek, Inc.**

David C. Waite, PE
Senior Engineer

**Enclosures:** **Appendix A – Breakdown of Costs**
**Work Authorization and Agreement**

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EXHIBIT E

# Pedestrian Improvements Near Nampa High School, Key No. 18977 & Pedestrian Improvements Near Skyview High School, Key No. 19069
# Task Order No. _____
# Project No. _____
# Consultant: Paragon Consulting, Inc.

## ARTICLE 13 FEDERAL REQUIREMENTS

### 13.1 General Provisions

**13.1.1** All work performed under this Agreement or pursuant to any Work Order shall meet the requirements of federal and state law including but not limited to the following:

### 13.2 Disadvantaged Business Enterprises (DBE) Status

**13.2.1** Because Federal funding may be used for this project, VALLEY REGIONAL TRANSIT is required to seek qualified, certified DBE firms for contracting and purchasing opportunities. VALLEY REGIONAL TRANSIT encourages such participation. CONSULTANT shall make known to VALLEY REGIONAL TRANSIT Contractor's status as a certified DBE.

**13.2.2** Should DBE status, as defined under Federal regulations, be claimed by CONSULTANT, CONSULTANT agrees to furnish written evidence of DBE certification from a governmental entity. Subsequent failure to furnish such proof may be considered by VALLEY REGIONAL TRANSIT as grounds for termination of this agreement.

**13.2.3** When sub-agreements with other parties are required to fulfill the Task Orders, CONSULTANT agrees to notify VALLEY REGIONAL TRANSIT of these contract opportunities and to seek qualified DBE firms from the published Idaho Transportation Department list (available from VALLEY REGIONAL TRANSIT) to perform the work. CONSULTANT will notify VALLEY REGIONAL TRANSIT of the dollar value of the sub-agreement and the DBE status of any subcontractor or service provider. When DBE status is claimed for these subcontractors or service providers, CONSULTANT shall provide VALLEY REGIONAL TRANSIT of written proof of DBE certification.

### 13.3 Incorporation of Federal Transit Administration ("FTA") Terms

**13.3.1** The provisions of this Agreement include, in part, certain standard terms and conditions required by the United States Department of Transportation ("DOT"), whether or not expressly set forth in the preceding provisions of this Agreement. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D (also see Change 1), dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any request by VALLEY REGIONAL TRANSIT which would cause VALLEY REGIONAL TRANSIT to be in violation of the FTA terms and conditions.

### 13.4 Federal Changes

**13.4.1** CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between CONSULTANT and FTA , as they may be amended or promulgated from time to time during the term of this contract. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

**13.5 Civil Rights**

**13.5.1 Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**13.5.2 Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement: Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of providing the cervices contracted for under this Agreement. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

**13.5.3 Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

**13.5.4 Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONSULTANT agrees to comply with any implementing requirements FTA may issue.

CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**13.6 Program Fraud and False or Fraudulent Statements or Related Acts.**

**13.6.1** CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the services to be provided under this Agreement. Upon execution of this Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which the work under this Agreement is being performed. In addition to other penalties that may be applicable, CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.

CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONSULTANT, to the extent the Federal Government deems appropriate.

CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**13.7 No Obligation by the Federal Government.**

**13.7.1** VALLEY REGIONAL TRANSIT and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to VALLEY REGIONAL TRANSIT, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement.

CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**13.8 Federal Privacy Act Requirements.**

**13.8.1** CONSULTANT agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government before CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

CONSULTANT also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**13.9 Records Disclosure.**

**13.9.1** CONSULTANT agrees to provide VALLEY REGIONAL TRANSIT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

CONSULTANT agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until VALLEY REGIONAL TRANSIT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**13.10 Breaches and Dispute Resolution.**

**13.10.1 Disputes** – Disputes arising in the performance of this Contract and which are not resolved by agreement of the parties shall be decided in writing by OWNER'S Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONSULTANT mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the CONSULTANT and the CONSULTANT shall abide by the decision.

**13.10.2 Performance During Dispute** – Unless otherwise directed by OWNER, CONSULTANT shall continue performance under this Contract while matters in dispute are being resolved.

**13.10.3 Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**13.10.4 Remedies** – All claims, counterclaims, disputes and other matters in question between the OWNER and the CONSULTANT arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Idaho.

**13.10.5 Non-Waiver of Rights** – The failure of OWNER to insist upon strict performance of any of the terms and conditions in this Agreement, or to exercise any rights or remedies, shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms or conditions at any time thereafter. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof. No action or failure to act by OWNER or Consultant shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**13.11 Termination Provisions**

**13.11.1** VALLEY REGIONAL TRANSIT may terminate this contract in whole or in part, for VALLEY REGIONAL TRANSIT's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. VALLEY REGIONAL TRANSIT shall terminate by delivering to CONSULTANT a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, CONSULTANT shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to VALLEY REGIONAL TRANSIT' Executive Director all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of VALLEY REGIONAL TRANSIT, the Executive Director shall make an equitable adjustment in this Agreement price but shall allow no anticipated profit on unperformed services. If the termination is for failure of CONSULTANT to fulfill this Agreement obligations, VALLEY REGIONAL TRANSIT may complete the work by contact or otherwise and CONSULTANT shall be liable for any additional cost incurred by VALLEY REGIONAL TRANSIT. If, after termination for failure to fulfill contract obligations, it is determined that CONSULTANT was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of VALLEY REGIONAL TRANSIT.

**13.11.2** If CONSULTANT fails to perform in the manner called for in this Agreement, or if CONSULTANT fails to comply with any other provisions of this Agreement, VALLEY REGIONAL TRANSIT may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on CONSULTANT setting forth the manner in which CONSULTANT is in default. CONSULTANT will only be paid for services performed in accordance with the manner of performance set forth in this Agreement. If it is later determined by VALLEY REGIONAL TRANSIT that CONSULTANT had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONSULTANT, VALLEY REGIONAL TRANSIT, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

**13.11.3** VALLEY REGIONAL TRANSIT in its sole discretion may, in the case of a termination for breach or default, allow CONSULTANT ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If CONSULTANT fails to remedy to VALLEY REGIONAL TRANSIT's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by CONSULTANT or written notice from VALLEY REGIONAL TRANSIT setting forth the nature of said breach or default, VALLEY REGIONAL TRANSIT shall have the right to terminate the Contract without any further obligation to CONSULTANT. Any such termination for default shall not in any way operate to preclude VALLEY REGIONAL TRANSIT from also pursuing all available remedies against CONSULTANT and its sureties for said breach or default.

**13.11.4** In the event that VALLEY REGIONAL TRANSIT elects to waive its remedies for any breach by CONSULTANT of any covenant, term or condition of this Contract, such waiver by VALLEY REGIONAL TRANSIT shall not limit VALLEY REGIONAL TRANSIT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**13.11.5** Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect VALLEY REGIONAL TRANSIT' rights and duties or release the parties hereto from their rights and obligations under Articles 4 and 5.

**13.11.6** If sufficient funds are not provided from applicable Federal, state, local or other sources to permit VALLEY REGIONAL TRANSIT in the exercise of its reasonable administrative discretion to continue this contract, or if VALLEY REGIONAL TRANSIT or the program for which this Agreement was executed is abolished, VALLEY REGIONAL TRANSIT may terminate this Agreement without further liability by giving CONSULTANT not less than thirty (30) days written notice.

**13.12 Energy Conservation**

**13.12.1** CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**13.13 Water Pollution**

**13.13.1** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to OWNER and understands and agrees that VALLEY REGIONAL TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**13.14 Clean Air Act**

**13.14.1** CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to VALLEY REGIONAL TRANSIT and understands and agrees that VALLEY REGIONAL TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**13.15 Lobbying Limitations and Certification**

**13.15.1** By executing this Agreement, Contractor certifies that, to the best of his or her knowledge and belief, that:

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

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 [1/19/96]).

3 Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**13.15.2** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**13.16 Debarment and Nonprocurement**

**13.16.1 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

1 By signing and submitting this Agreement, Contractor is providing certification of the facts set out below.

2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VALLEY REGIONAL TRANSIT may pursue available remedies, including suspension and/or debarment.

3 Contractor shall provide immediate written notice to VALLEY REGIONAL TRANSIT if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact VALLEY REGIONAL TRANSIT for assistance in obtaining a copy of those regulations.

5 Contractor agrees by entering into this Agreement, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VALLEY REGIONAL TRANSIT.

6 Contractor further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7 Contractor, as a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

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

9 Except for transactions authorized under Paragraph 5 above, if Contractor, as a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, VALLEY REGIONAL TRANSIT may pursue available remedies including suspension and/or debarment.

**13.17 Prompt Payment for DBE**

**13.17.1** The CONSULTANT is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from Valley Regional Transit. In addition, the Consultant may not hold retainage from its subcontractors.

**13.17.2** The Consultant must promptly notify **VRT**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **VRT.**

**13.18 A.D.A. Access**

**13.18.1** All design work completed by the Consultant shall be done to the following federal requirements: Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

**Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.**

**Date:** 3/4/16

(Signature)

W Jr Barton

April 12, 2016

The Fire Department would like to request the Mayor and Council to authorize the bid award for video teleconferencing equipment to Neurilink. This project was funded through a FEMA Assistance to Firefighters Grant award that we received on behalf of multiple fire departments in Canyon and Ada County. Nampa Fire Department is the host department for this grant and so all expenditures and grant funds will go through the City of Nampa. The approved award for this project was $339,075. 90% is funded by FEMA and 10% is a cost sharing by all fire departments involved. The FY 2016 Fire Department budget includes $30,825 as the 10% cost share match, however we will receive revenue from the fire departments who are beneficiaries of this grant and so the Nampa Fire Department portion of this cost share will be approximately 1/7th of this amount.

We held the bid opening on March 14th. We received two bids, one from Presidio and one from Neurilink. Having evaluated both bids, we have determined that Neurilink is the lowest responsive bid. Their bid includes some options that if exercised would allow us to upgrade our training classroom video teleconferencing infrastructure and possibly add one more fire department to the project. Neurilink's bid without these options came to $333,704.65. The other bid from Presidio came in at $393,083.04 (which is over budget).

Respectfully,

Richard B Davies

Richard B. Davies
Deputy Chief
Nampa Fire Department

820 Second Street South • Nampa, ID 83651 • Phone 208-468-5770 • Fax 208-468-5780

**ORDINANCE NO. _____**

**AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL ENACTING TITLE 7, CHAPTER 1, SECTION 07-01-11, RELATING TO SPEED RESTRICTIONS ON CITY STREETS AND THE PENALTY FOR VIOLATIONS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.**

**BE IT ORDAINED** by the Mayor and Council of the City of Nampa, County of Canyon, State of Idaho:

**Section 1.** That Title 7, Chapter 1, Section 07-01-11, of the Nampa City Code, containing speed limit restrictions, be enacted as follows:

> **7-1-11: SPEED LIMIT RESTRICTIONS:** No person shall drive a vehicle on a highway or street at a speed greater than that which is reasonable and prudent under the conditions and with regard to actual potential hazards then existing. The limits specified in this section, or established as posted, shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such limits. A violation of this section shall be an infraction.
>
> A. Parks and Alleys: In any public park, or in any alley, fifteen (15) miles per hour. The term "alley" shall mean a minor public way providing secondary access at the back or side of a property for vehicle or pedestrian traffic.
>
> B. City Streets: On all other streets in Nampa, twenty (20) miles per hour, unless otherwise posted.
>
> C. School Zones: Twenty (20) miles per hour when any of the following exist:
>
> > 1. A school speed limit sign with flashing lights attached and the words "when flashing" posted and the lights are activated; or
> >
> > 2. A school zone speed limit sign with designated timeframes included thereon.
> >
> > 3. Any person that violates this subsection shall be guilty of an infraction and shall be assessed a fixed penalty of one hundred dollars ($100.00) excluding court costs and fees.

**Section 2.** This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

**Section 3.** This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

**Section 4.** All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 18TH DAY OF APRIL, 2016.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 18TH DAY OF APRIL, 2016.

APPROVED:

BY _____

MAYOR

ATTEST:

BY _____

CITY CLERK OR DEPUTY

RESOLUTION NO. _____

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

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

WHEREAS, the City Clerk of the City of Nampa has proposed for disposal of certain property that the City no longer has use for; and

WHEREAS the approval for the disposal of the below listed property has been obtained from the City Attorney or his designee, and is in compliance with City policy.

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

1. That the attached listed property shall be disposed of under the direction and supervision of the City Clerk, and in accordance with City policy.

2. The staff of the City of Nampa is hereby authorized to take all necessary steps to carry out the authorization provided by this Resolution.

RESOLVED this 18th day of April, 2016.

Approved:

_____
MAYOR ROBERT HENRY

ATTEST:

_____
City Clerk

**CITY OF NAMPA**
**DEPARTMENT PROPERTY DISPOSAL REQUEST**

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

| Disposal Method Code | Use Category | Qty. | Description of Item | Cond. Code | Estimated Value |
|---|---|---|---|---|---|
| 04 | NPD | 5 | Metal File Cabinets (circa 1930's.) | U | 10.00 |
| 01 | NPD GRANT Purchase | 1 | Phlebotomy Chair | E | 300.00 |
| 05 | NPD | 1 | Paper Shredder | U | 0 |
| 05 | NPD | 2 | Folding tables | U | 0 |
| 01 | NPD | 20 | Misc Chairs (DONATE) | F/U | 100.00 |
| 01 | NPD | 1 | Metal book Shelf | G | 50.00 |

Disposal Method Codes:

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

Condition Codes:

E Excellent
G Good
F Fair
R Repairable
U Unusable

| Requesting Department: Nampa Police Department | | Received By: April 11, 2016 |
|---|---|---|
| Requesting Person Name (Print): Brad Daniels | | Date Received: Doris Hayward-Roland |
| Requesting Person Signature: | Date 4-1-16 | |

**CITY OF NAMPA**
**DEPARTMENT PROPERTY DISPOSAL REQUEST**

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

| Disposal Method Code | Use Category | Qty. | Description of Item | Cond. Code | Estimated Value |
|---|---|---|---|---|---|
| 04 | NPD | 2 | Particle Board desks | U | 20.00 |
| 05 | NPD | 2 | Motor Helmets | F | 0 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Disposal Method Codes:

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

Condition Codes:

E Excellent
G Good
F Fair
R Repairable
U Unusable

| | | |
|---|---|---|
| Requesting Department: Nampa Police Department | | Received By: Doris Hayward-Roland |
| Requesting Person Name (Print): Brad J Daniels | | Date Received: April 11, 2016 |
| Requesting Person Signature: | Date 4-11-16 | |

**CITY OF NAMPA**
**DEPARTMENT PROPERTY DISPOSAL REQUEST**

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

| Disposal Method Code | Use Category | Qty. | Description of Item | Cond. Code | Estimated Value |
|---|---|---|---|---|---|
| 02 | NPD | 1 | 2003 BMW Police Motor Title #Q23104343 WB10499A83ZE88974 | F/R | 3000.00 |
| | NPD | | | | |
| | | | | | |
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Disposal Method Codes:

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

Condition Codes:

E Excellent
G Good
F Fair
R Repairable
U Unusable

| Requesting Department: Nampa Police Department | | Received By: Doris Hayward-Roland |
|---|---|---|
| Requesting Person Name (Print): Brad Daniels | | Date Received: April 12, 2016 |
| Requesting Person Signature: | Date 4-11-16 | |

NAMPA PARKS AND RECREATION IDAHO
131 Constitution Way Nampa, Idaho 83686 Phone (208) 468-5858 Fax (208) 465-2282

# MEMORANDUM

**TO:** Mayor Henry and Nampa City Council
**FROM:** Darrin Johnson, Parks and Recreation Director
**DATE:** April 18, 2016
**RE:** Senior Center HVAC and Roofing Material Replacement

In the FY 2016 budget, Nampa City Council approved $155,000 for the replacement of the HVAC system for the Senior Center. The project also addresses a heating and cooling issue in the Lifeguard office located in the main building. The funding comes from the Nampa Recreation Center fund balance reserves.

Four companies submitted formal bids to the City. Staff is recommending awarding the project to Acco Engineered Systems, the low bidder, for the amount of $172,500. Attached is a Bid Tabulation Sheet giving details from all proposals.

The amount of the project came in more than budgeted. However, the Nampa Recreation Center will reduce capital expenditures for new fitness equipment and we will not be asking for a budget amendment concerning this item.

A summary of the scope of work is listed below:

- Removal of original roofing membrane and installation of a new .60 ml. fleece backed thermoplastic polyolefin (TPO) roof (8700 Sq. ft.)
- Removal of existing parapet substrate (Drywall) and installation of new substrate (DensDeck)
- Removal and replacement of 7 original roof top mounted HVAC units complete with new curbs (total of 46 ton cooling)
- One of the 7 roof top units will be upsized to correct temperature problems. This will require duct work reconfiguration.
- Removal and replacement of 1 sealed combustion furnace and AC for restrooms (2 ton cooling)
- Removal and replacement of 2 ductless split systems for the Life Guard offices (variable drive 3-4 tons cooling)

We request City Council action approving the Mayor and Parks and Recreation Director to sign a contract with Acco Engineered Systems for the amount of $172,500 to complete the Senior Center HVAC and roofing project.

Bid Tabulation Sheet
Roofing / HVAC Upgrades for Nampa Senior Center
Bid Opening –April 11, 2016 - 2:00 PM

| Bidder | Add. 1 | Bid Bond | Base Bid |
|---|---|---|---|
| Quality Contractors | x | x | $268,980.00 |
| Wright Brothers | x | x | $265,178.00 |
| RM Mechanical | x | x | $283,000.00 |
| ACCO Engineered Systems | x | x | $172,500.00 |
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**Trilogy Development, INC.**

9839 W. Cable Car St, Suite 101
Boise, ID 83709

Office: 895-8858
Fax: 895-0714

Date: April 12, 2016

To: Mayor and City Council

RE: Fall Creek Subdivision (6' chain link fence waiver)

Dear Mayor and City Council,

On behalf of our client, CBH Homes, Trilogy Development would like to request a waiver from the Fall Creek condition of approval #9- Emplace a 6' high chain link fence along the southern side of the Purdam Drain. In place of the chain link fence we would like approval to install a 6' high vinyl fence.

Thanks for your consideration in this matter.

Sincerely,

Shawn Brownlee
Trilogy Development, Inc.

Cc:
Robert Hobbs City of Nampa Planning Department

## PLANNING & ZONING DEPARTMENT

## Before the Mayor & City Council
## Meeting of 18 APRIL 2016

# PUBLIC HEARING ITEM NO. 1
# (AUTHORIZED BY RECONSIDERATION REQUEST APPROVAL)
# STAFF REPORT

**Applicant(s)/Engineer(s), Representative(s):**
Star Development Inc. as Applicant (alternatively "Developer") with Engineering Solutions as representative and engineer
**File(s):** ANN 2065-15 (& SUB 660-15)
**Analyst:** Robert Hobbs

**Requested Action Approval(s)/Recommendation(s), and Involved Property:**

1. **Annexation and Zoning assignment** of 190.36 acres of land located at 8142 W. Ustick Road, 17535 Star Road, 17547 Star Road and three (3) parcels addressed mutually as 0 Star Road (hereinafter, collectively, the "Property") from Canyon County formerly proposed for City zoning assignment to RS 7 (Single-Family Residential 7,000 sq. ft. min. bldg. lot size), now proposed for City zoning assignment to RS 18 for 5.35 acres, RS-12 for 6.61 acres and RS 8.5 for 178.41 acres (**Decision Required** – *Decision*); and,

2. ***Revised* Preliminary Plat Approval** for **Silver Star Subdivision** (formerly 240 single-family residential building lots and 23 common lots [263 total], now 234 single-family residential building lots and 23 common lots [257 total] – hereinafter, variously, the "Project", "Plat", "Silver Star Subdivision", the "Subdivision" or the "Development") on an 85.07 acre portion (east side of Star Road) of the Property listed above (**Decision Required** – *Decision*)...

**History:**
This application package was formerly reviewed in January of this year in a different format than currently proposed now in April. Application was originally made to the City of Nampa for annexation and zoning of the Property and zoning assignment of the same to RS 7 in conjunction with a proposal to build on the eastern side of Star Road a single-family residential subdivision with 263 total lots within a portion of the Property to be annexed/zoned.

Respecting the initial application proposal and package, the Applicant's representative's project narrative correctly noted the history of attempts to entitle the Property. "The [A]pplicant previously submitted requests for a comprehensive plan amendment, rezone and preliminary plat to Canyon County, which were approved on May 11, 2015. Canyon County Resolution No. 15-096 changed the designation from Agricultural to Residential, with a rezoning to R-1 approved as Canyon County Ordinance No. 15-012. The [A]pplicant has since determined it would be more desirable to be within the city limits of Nampa for the development. As the preliminary plat portion of the property is not currently adjacent to the city limits of Nampa, the annexation application includes the adjacent Van Beek properties to provide contiguity. A conceptual site plan consisting of 300 single-family lots has been provided for the 105.29 acre Van Beek property."

The City's Planning and Zoning Commission, during their regularly scheduled public hearing of January 12, 2016, after receiving testimony and reviewing the application, voted to recommend to the City Council that they approve the requested annexation and zoning assignment request. Subsequently, the Commission voted to approve the preliminary plat approval request associated with the annexation application. The Commission made their recommendation and plat decision contingent on Developer/Development compliance with varying conditions.

Subsequently, City Council, during their regularly scheduled public hearing of March 07, 2016, after receiving testimony and reviewing the annexation and zoning assignment application voted to deny the same. The Council apparently based their denial on concerns related to project density and objections from neighbors. A secondary effect of the Council's decision to deny annexation/zoning assignment (aside from superseding the Commission's recommendation on that entitlement request particular) was to effectively nullify the Commission's conditional approval of the associated preliminary plat.

On March 16, 2016, the Applicant's representative submitted a letter to the City requesting that the City Council reconsider their former denial of the annexation/zoning request. After reviewing the letter's contents, the Council voted to reconsider and authorized and instructed Staff to advertise a new hearing before them to again consider the application package.

Upon receiving consent to again present the application package, including the Project, to the Council, the Applicant prepared a revised plat for review. Reflected in the Plat's design is the Applicant's reaction to the Council's former discussions on the matter, including their apparent desire for "transitional zoning" (i.e., bands of striated single-family residential zones across the Property), and in keeping with the premise that some reduction in density was warranted, the Applicant submitted a revised preliminary plat and zoning assignment proposal for Council's review. The new zoning foregoes use of the RS 7 Zone in favor of single-family zones with larger minimum lot sizes [again: RS 18 for 5.35 acres, RS-12 for 6.61 acres and RS 8.5 for 178.41 acres]. A new Project narrative from the Applicant's representative is hereto attached for review.

The Council is at this point tasked, as noted in the "Requested Action Approval(s)/Recommendation(s), and Involved Property" section with deciding again on the propriety of annexation of the Property (with the new zones proposed) and approving, or not, the companion preliminary plat request. Council has authority to approve the plat without need to remand review the same to the Planning Commission for consideration and a decision.

Attached then to this report is a copy of new narrative noted above, a copy of the letter of reconsideration, a copy of Commission hearing minutes from earlier this year that bear on this matter [Council's minutes are only reflective of their decision made and also a/the later decision to reconsider this matter] and any new agency/department or citizen items of correspondence received in time to be made a part of this document and the public record.

## ANNEXATION/[RE]ZONING CONCLUSIONS OF LAW

**10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted Comprehensive Plan for the neighborhood.**

## ANNEXATION/[RE]ZONING FINDINGS OF FACT

**PERTAINING TO THE 190.36 ACRES OF LAND REQUESTED TO [NOW] BE ZONED RS 8.5, RS 12 & RS 18, Staff finds:**

1. **Surrounding Zoning:**
   That City RS 8.5 zoned properties and County parcels most immediately adjoin and/or surround the Property (see attached Vicinity Map); and,

2. **Surrounding Land Uses:**
   That single-family detached residences and open land surround the Property; and,

3. **Reasonable:**
   That it may be variously argued that annexation of the Property is reasonable given that the Property is already located within the City of Nampa Impact Area in an area expanding with or expected to contain residential subdivisions; that City utility and emergency services are, or may be made, available to the Property; that the Property is a large section of relatively flat open ground located in such a way as to be readily developed into a housing development and given other factors bearing on the Property, not easily made marketable for commercial or industrial uses; and,

4. **Public Interest:**
   That Nampa has determined that it is in the public interest to provide a variety of housing products for its citizens and acknowledges the marketing attempts and studies conducted by developers of housing suggesting demand for the same as well as suitable locations for such development – in accordance with City endorsed locations and densities. Expressions of that policy are made in Nampa's adopted Comprehensive/Master Plan as well as embodied in its decisions to date regarding similar applications; and,

5. **Promotion of Zoning Purpose(s):**
   That one of the multiple purposes of zoning strives to preserve and protect single-family home property values. Another aims to ensure orderly, systematic development and patterns thereof which promote public health, safety and welfare. Included in the regulations therefore governing subdivision development are standards appertaining to housing density, building setbacks, building heights, provision of parking for housing, yard landscaping maintenance, street dimensions and composition standards, street

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

6. **Comprehensive Plan:**
That the currently adopted (Feb. 2012) Comprehensive Plan Future Land Use Map designates the Property as being within, and suitable for, "Medium Density Residential" (4-9 du/a) development. An area of "High Density Residential" is overlaid on land west of, and abutting to, the Property. The "Medium Density Residential" setting has been deemed as supporting of, and harmonious with, single-family residential zones' allowed land uses and directly with City RS 8.5, City RS 12 and City RS 18 Zones' allowed densities (i.e., dwelling units per acre [du/a]); The Project [now] proposes detached single-family houses, one per lot, in a multi-lot subdivision arrangement at a density of approximately 3.59 du/a (gross density) or 2.75 du/a (net density – excludes area devoted to rights-of-way, common space, etc.); and,

**In summary, the Property may be zoned RS 8.5, RS 12 and RS 18, 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 8.5, RS 12 and RS 18 zoning are certainly "entertainable" zones...**

**Public/Agency/City Department Comments:**
Any correspondence from agencies or the citizenry regarding this application package [received by noon April 13, 2016] is hereafter attached to this report. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request. Synopsis of former principal comments from agencies or departments that responded to the original plat application and the public hearing notice(s) associated therewith is as follows:

a. City Engineering has no objections to the Project and has provided recommended requirements in the event Silver Star is approved *; 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. No written correspondence either supporting or opposing the Project has been received by the citizenry, including neighbors surrounding the Property...

* Respecting Engineering comments, who have aside from P&Z Staff the most to do with this kind of matter, no changes to their former comments, per Daniel Badger, are forthcoming. Thus, all former comments still appertain and they are still recommending approval of the Project with conditions.

## SILVER STAR SUBDIVISION *REVISED* STATISTICS AT A GLANCE

**Note:**
Per previous report findings, Silver Star Subdivision as drafted was compliant in form with originally proposed RS 7 Zone standards. The following findings do not reiterate the previous data regarding the Project, they only report findings based upon the new/revised plan submitted to our office....

| | |
|---|---|
| **Overall Platted Site Area-** | 85.07 acres [still] -- of the 190.36 proposed for annexation |
| **Total, Project Lot Count-** | 257 |
| **Total, Res. Bldg., Lot Count-** | 234 |
| **Total Common Lot Count-** | 23 |
| **Project Density-** | ~ 3.59 du/a gross; 2.75 du/a net |

**Regarding "RS 8.5 Residential Building Lots" *:**

**Min. Allowed RS 8.5 Bldg. Lot Size-**
8,500 sq. ft. (N.C.C. § 10-8-6)
**Min. Proposed RS 8.5 Bldg. Lot Size-**
8,567 sq. ft.

**Min. Allowed Avg. RS 8.5 Bldg. Lot Size-**
N/A
**Proposed Avg. RS 8.5 Bldg. Lot Size-**
N/A

**Periphery Compatibility Applicability-**
N/A
**Periphery Compatibility Compliance-**
N/A

**Min. Req. St. Frontage RS 8.5 Zone-**
22' (N.C.C. § 10-8-6)

**Min. Allowed RS 8.5 Bldg. Lot Widths-**
80' @ 20' front setback line (N.C.C. § 10-8-6)

**Min. Allowed RS 8.57 Bldg. Lot Depths-**
80' (N.C.C. § 10-8-6)

***

**Regarding "RS 12 Residential Building Lots" *:**

**Min. Allowed RS 12 Bldg. Lot Size-**
12,000 sq. ft. (N.C.C. § 10-8-6)
**Min. Proposed RS 12 Bldg. Lot Size-**
12,087 sq. ft.

**Min. Allowed Avg. RS 12 Bldg. Lot Size-**
N/A
**Proposed Avg. RS 12 Bldg. Lot Size-**
N/A

**Periphery Compatibility Applicability-**
N/A
**Periphery Compatibility Compliance-**
N/A

**Min. Req. St. Frontage RS 12 Zone-**
22' (N.C.C. § 10-8-6)

**Min. Allowed RS 12 Bldg. Lot Widths-**
80' @ 20' front setback line (N.C.C. § 10-8-6)

**Min. Allowed RS 12 Bldg. Lot Depths-**
80' (N.C.C. § 10-8-6)

***

**Regarding "RS 18 Residential Building Lots" *:**

**Min. Allowed RS 18 Bldg. Lot Size-**
18,000 sq. ft. (N.C.C. § 10-8-6)
**Min. Proposed RS 18 Bldg. Lot Size-**
18,176 sq. ft.

**Min. Allowed Avg. RS 18 Bldg. Lot Size-**
N/A
**Proposed Avg. RS 18 Bldg. Lot Size-**
N/A

**Periphery Compatibility Applicability-**
N/A
**Periphery Compatibility Compliance-**
N/A

**Min. Req. St. Frontage RS 18 Zone-**
22' (N.C.C. § 10-8-6)

**Min. Allowed RS 18 Bldg. Lot Widths-**
100' @ 20' front setback line (N.C.C. § 10-8-6)

**Min. Allowed RS 18 Bldg. Lot Depths-**
80' (N.C.C. § 10-8-6)

**Plat Development Data/Notes:** See plat sheets
* Note that per 10-27-4.A.3. the above standards may be deemed non-applicable to 20% of the Subdivision's building lots upon Developer request and proper plat labeling (during preliminary plat design and entitlement phase). It appears the Applicant is not using the allowance in their Plat's design.

## FINDINGS OF FACT & NOTES REGARDING PLAT

Platting of this Project will serve to divide the land. It must be done in accordance with state law, Nampa City Code § 10-27, Nampa City Code § 10-8, Nampa City Code § 10-33, and, in cooperation with the City's currently adopted Engineering design and specification manuals.

Accordingly, Plat review was done to analyze the Project's compliance to code as if this Project having already been annexed and zoned (i.e., in context of bulk regulation controls associated with the RS 8.5, RS 12 and RS 18 Zones where such overlay different portions of the Property).

**Regarding the [new] Plat proposal, Zoning Staff finds:**

1. **Minimum Lot Areas:**
   No issues; All building lots appear to meet or exceed minimum sizing required…therefore, the Plat is deemed compliant in this regard; and,

2. **Average Lot Size:**
   No issues; As no part of portion of the Plat is [now] proposed be within a RS 6 or RS 7 district, this standard is non-applicable…therefore, the Plat is deemed compliant in this regard; and,

3. **Lot Compatibility:**
   No issues; As no part of portion of the Plat is [now] proposed be within a RS 6 or RS 7 district, this standard is non-applicable…therefore, the Plat is deemed compliant in this regard; and,

4. **Landscaping:**
   A landscape plan was previously submitted for the Project. Per the plan, internal streets and common areas (including along Star Road, E. Delamar Drive and N. Griffon Avenue) are proposed to be landscaped. Landscaping layout, material(s), and quantity of elements appear to substantially meet code requirements. Landscape plan revisions are/will be required based on City Forester comments. It is unknown if playground equipment is still proposed within the main common area lot (Lot 20, Block 2) although it is both presumed to be so howbeit is not required by code; and,

6. **Internal Street Design:**
   City Engineering has deemed the proposed street sections and design acceptable; and,

7. **Path/Trailway(s):**
   Neither the Parks Department nor our long range planning Staff has noted the need for a pathway in association with Project build-out. The Applicant is proposing an internal

pathway set (Lot 5, Block 6 & Lot 6, Block 10), sidewalks and . The ground along the Safford Lateral will be fenced off from public access; and,

8. **Misc./Correspondence:**
Any correspondence from agencies or the citizenry regarding the Project is hereafter attached to this report as already noted above. Agency comments are usually primarily geared towards recommending conditions for the Project should it be approved. A Traffic Impact Study (TIS) has been submitted for the Project. Prior citizen correspondence directed at the Project as originally conceived under a RS 7 Zone and presented in accordance thereto has not been attached to this report as it is now dated. New notifications were sent out to surrounding property owners, the Property was posted and newspaper notification affording new opportunity to comment on the new annexation/zoning plan and platting proposal.

## RECOMMENDED CONDITION(S) OF APPROVAL

Should the City Council approve the requested Annexation and Zoning Assignment to RS 8.5, RS 12 and RS 18 for/on the Property, as desired by the Applicant, as well as approve the Preliminary Plat Approval request for a portion thereof, then Staff would recommend that the Council consider imposing the following Conditions of Approval against the entitlement and plat approvals:

**Generally:**

1. Applicant(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlements granted by virtue of the City's approvals of the requested Annexation, Zoning and Preliminary Plat do not, and shall not have, the affect of abrogating requirements from those agencies in connection with entitlement of the Property; and,

**Specifically (as before adopted by the Planning and Zoning Commission):**

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

   a. The Developer/Development shall comply with requirements listed in the January, 12, 2016 memorandum from the Nampa Engineering Division authored by Daniel Badger (2 pages -- copy hereto attached); and,

   b. The Developer/Development shall comply with requirements listed in the December 02, 2015 email printout from the Nampa Forestry Department authored by Tanya Gaona (1 page -- copy hereto attached); and,

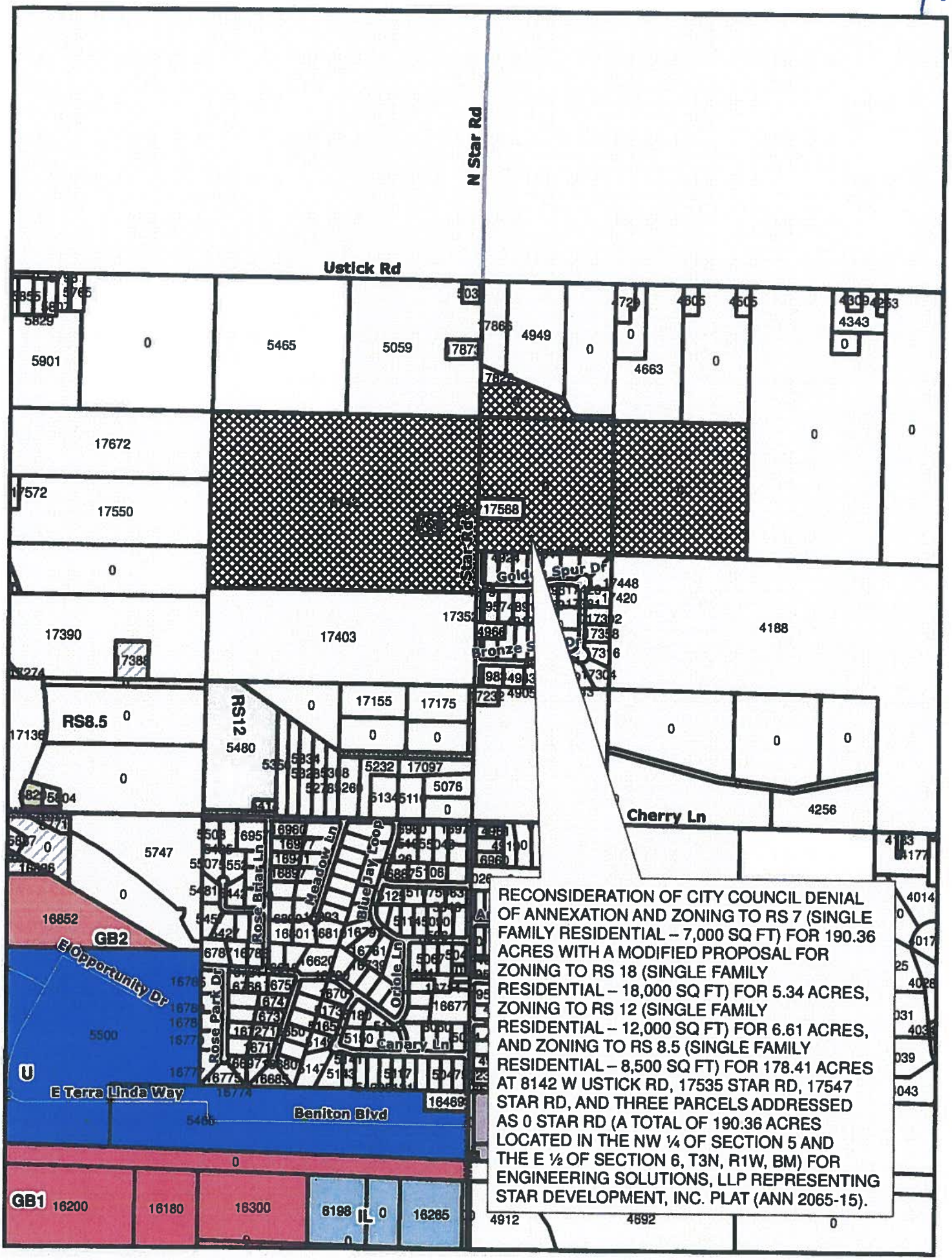
3. The water system for the development shall be completely installed and able to deliver water prior to any Building Permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the development in accordance with Fire Department policy or International Fire Code requirements as applicable; and,

4. Developer's engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the plat face and/or in the proposed plat development notes and include said corrections in a revised preliminary plat; and,

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

## ATTACHMENTS

- Copy of Vicinity Map (page/Exhibit 10)
- Copy of Annexation/Zoning Application (page/Exhibit 11)
- Copy of Subdivision Application form (pages/Exhibits 12-13)
- Copy of Applicant's Vicinity Map (page/Exhibit 14)
- Copy of Plat front page (page/Exhibit 15)
- Copy of Applicant's site data plat page (page/Exhibit 16)
- Copy of Applicant's representative's Project narrative [letter] (pages/Exhibits 17-18)
- Copy of Applicant's representative's letter of reconsideration and attachment (pages/Exhibits 19-22)
- Copy of [responding] agency correspondence (pages/Exhibits 23-30)
- Copy of January 12, 2016 Commission hearing minutes (pages/Exhibits 31-38)
- Copy draft Project Development Agreement (pages/Exhibits 39-49)




RECONSIDERATION OF CITY COUNCIL DENIAL OF ANNEXATION AND ZONING TO RS 7 (SINGLE FAMILY RESIDENTIAL – 7,000 SQ FT) FOR 190.36 ACRES WITH A MODIFIED PROPOSAL FOR ZONING TO RS 18 (SINGLE FAMILY RESIDENTIAL – 18,000 SQ FT) FOR 5.34 ACRES, ZONING TO RS 12 (SINGLE FAMILY RESIDENTIAL – 12,000 SQ FT) FOR 6.61 ACRES, AND ZONING TO RS 8.5 (SINGLE FAMILY RESIDENTIAL – 8,500 SQ FT) FOR 178.41 ACRES AT 8142 W USTICK RD, 17535 STAR RD, 17547 STAR RD, AND THREE PARCELS ADDRESSED AS 0 STAR RD (A TOTAL OF 190.36 ACRES LOCATED IN THE NW ¼ OF SECTION 5 AND THE E ½ OF SECTION 6, T3N, R1W, BM) FOR ENGINEERING SOLUTIONS, LLP REPRESENTING STAR DEVELOPMENT, INC. PLAT (ANN 2065-15).

# APPLICATION FOR ANNEXATION/ZONING

City of Nampa, Idaho

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of **$452.00** (for 1 acre or less), and **$910.00** (for more than 1 acre).

**Applicant Information**

Name of Applicant/Representative: Star Development, Inc./Engineering Solutions, LLP Phone: 208-888-1852/208-938-0980

Address: P. O. Box 518/1029 N. Rosario Street, Suite 100 City: Meridian State: ID Zip Code: 83680/83642

Applicant's interest in property: (circle one) Own Rent Other Development Company

Owner Name: Star Farm LLC et al (see attached list) Phone: 208-888-1852

Address: P. O. Box 518 City: Meridian State: ID Zip Code: 83680

Address of subject property: 8142 W. Ustick Road, 17535 Star Road, 17547 Star Road, Unassigned Star Road property.

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

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

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

☐ **Subdivision**_____ **Lot**____ **Block**____ **Book**____ **Page**____

**Project Description**

State the zoning desired for the subject property: RS-18 (5.35 acres) RS-12 (6.61 acres) RS-8.5 (178.41 acres)

State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property: The applicant is requesting annexation of 190.36 acres with a zoning of R-7 for the Silver Star Subdivision on 85.07 acres (see attached narrative).

Dated this 8th day of April, 20 16

Becky McKay

*Applicant Signature*

**NOTICE TO APPLICANT**

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

***For Office Use Only:***

File Number: ANN 2065 - 2015 Project Name: RECONSIDERATION

12/11/13 Revised

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## A. GENERAL INFORMATION

Subdivision Name Silver Star Subdivision
Total Acres 85.07
Intended Land Uses Circle (residential, single-family, multi-family, commercial, industrial)
Property Address(es) See attached list
Legal Description See attached
Canyon County Parcel Account Number(s) R303600000, R3036200000, R3036301300, R3037301100, R3037301000 and R3037300000
Existing Zoning. (Circle one) RA RS RSM RD RML RMH RP BN CB BC BF IP IL IH AG
(County Zoning) R-1

## B. OWNER/ APPLICANT INFORMATION

**Owner of Record**

| | |
|---|---|
| Name | Star Farm LLC et al - See attached list |
| Address | P. O. Box 518 |
| City | Meridian |
| State | Idaho |
| Telephone | 208-888-1852 |
| Email | 8881852@gmail.com |
| Fax | N/A |

**Applicant**

| | |
|---|---|
| Name | Star Development, Inc. |
| Address | P. O. Box 518 |
| City | Meridian |
| State | Idaho |
| Telephone | 208-888-1852 |
| Email | 8881852@gmail.com |
| Fax | N/A |

**Engineer/Surveyor/Planner**

| | |
|---|---|
| Name | Engineering Solutions, LLP/Land Solutions, LLP/Becky McKay |
| Address | 1029 N. Rosario Street, Suite 100 |
| City | Meridian |
| State | ID |
| Telephone | 208-938-0980 |
| Email | es-beckym@qwestoffice.net |
| Fax | 208-938-0941 |

## C. SUBDIVISION INFORMATION

| *Lot Types* | *Number of Lots* | *Acres* |
|---|---|---|
| Residential | 234 | 57.13 |
| Dwelling units per acre (gross /net) | 2.75/3.59 | |
| Commercial | 0 | |
| Industrial | 0 | |
| Common (Landscape, Utility, Other) | 23 | 8.04 |
| Open Space | Right-of-way | 19.90 |
| Total | 257 | 85.07 |

**DEADLINES FOR SUBMITTALS**

The completed application and plat documents must be submitted to the Planning Department not later than _____. The Planning Commission meets on _____; applications are due approximately ___weeks prior to that date.

All supplemental information to be added to the application file must be received by the Planning Department no later than 15 days prior to the public hearing date.

******Please do not submit a subdivision application until all items are completed. Incomplete applications will not be accepted or reviewed. ******

**I understand:**

1. This application is subject to acceptance by the City of Nampa upon determination that the application is complete.
2. The hearing date is tentative and subject to change with notice.
3. This application is subject to a public hearing before the Nampa Planning and Zoning Commission.
4. The application fee is non-refundable.

**All information, statements, attachments, and exhibits included with this application submittal are true to the best of my knowledge.**

Signature Becky Mchay Date 4/8/16

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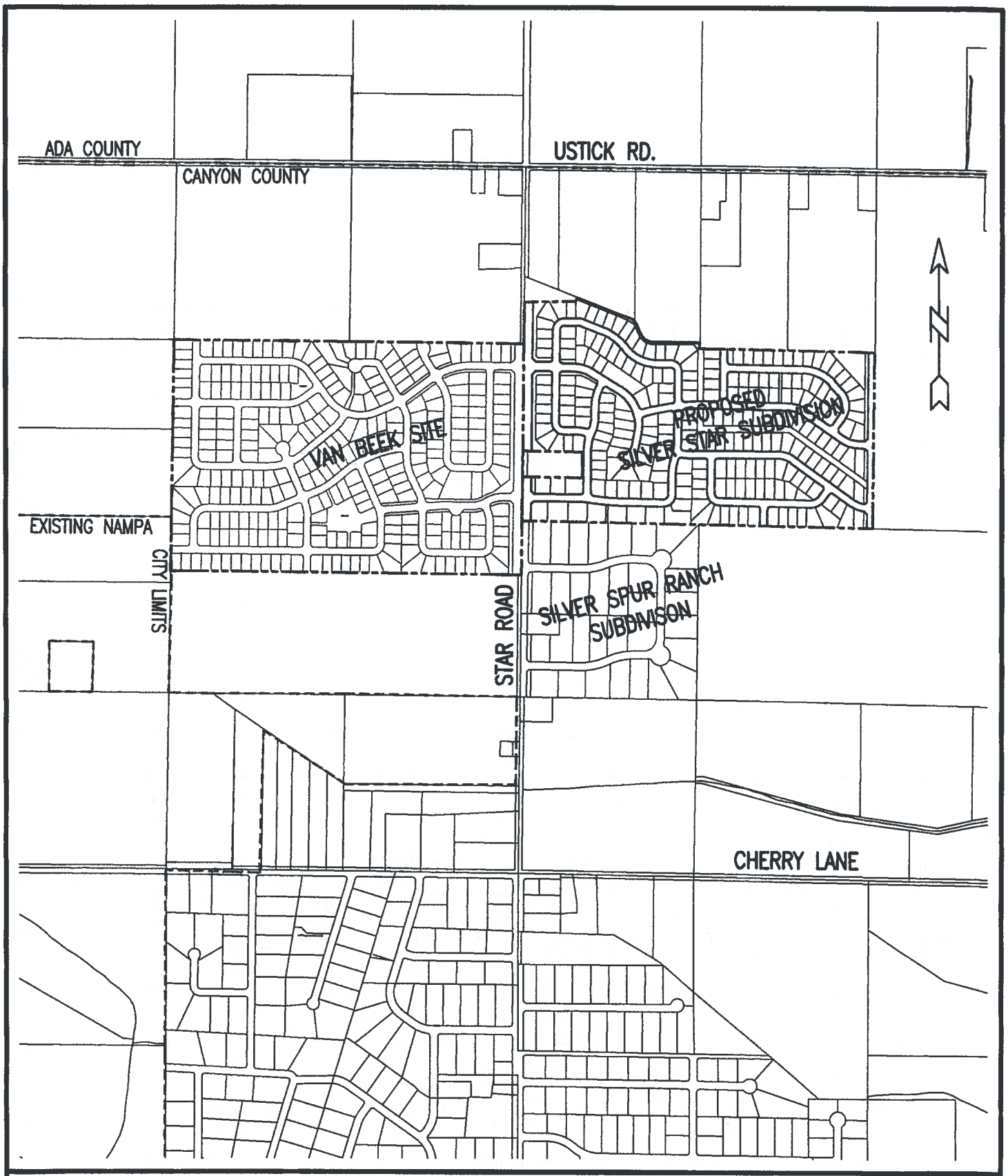
**For City Office Use Only**

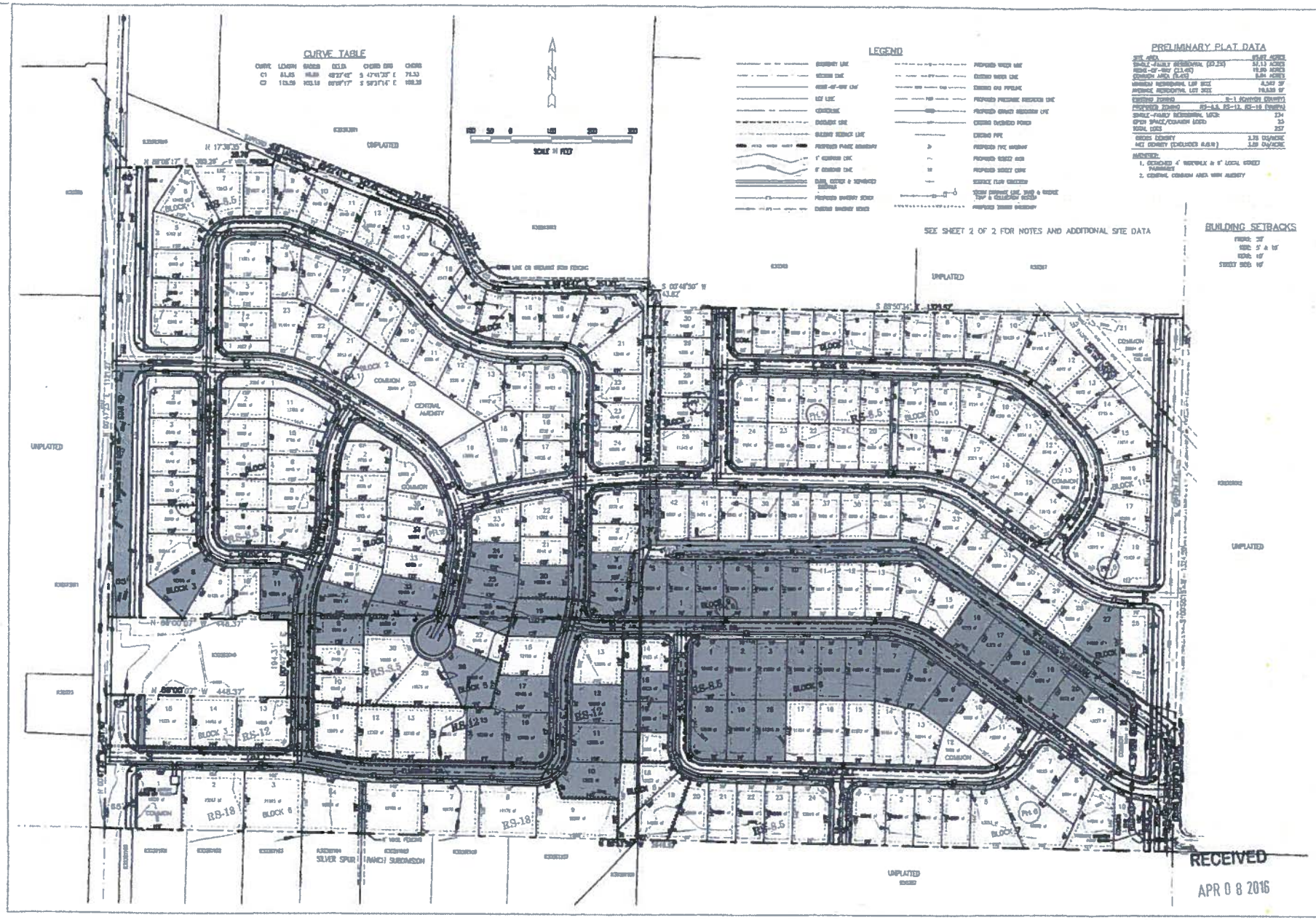
FEE $: _____ CASH: _____ CHECK: _____ RECEIPT NO.: _____

DATE RECEIVED: _____ RECEIVED BY: _____ HEARING DATE: _____




# SILVER STAR SUBDIVISION

LOCATED IN THE NW 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, B.M.
CANYON COUNTY, IDAHO
SCALE: 1" = 1000'




OWNERS OF RECORD
STAR FARM LLC
P.O. BOX 818
MERIDIAN, IDAHO 83680
Phone (208) 888-1822

DEVELOPER
STAR DEVELOPMENT, INC.
P.O. BOX 818
MERIDIAN, IDAHO 83680
Phone (208) 888-1822

PLANNER / CONTACT
BECKY McKAY
1029 N. ROSARIO ST., STE. 100
MERIDIAN, ID 83642
Phone (208) 538-0900 Fax (208) 538-0941

REVISIONS

ENGINEERING SOLUTIONS LLP
1029 N. ROSARIO ST., STE. 100
MERIDIAN, ID 83642
Phone (208) 538-0900 Fax (208) 538-0941

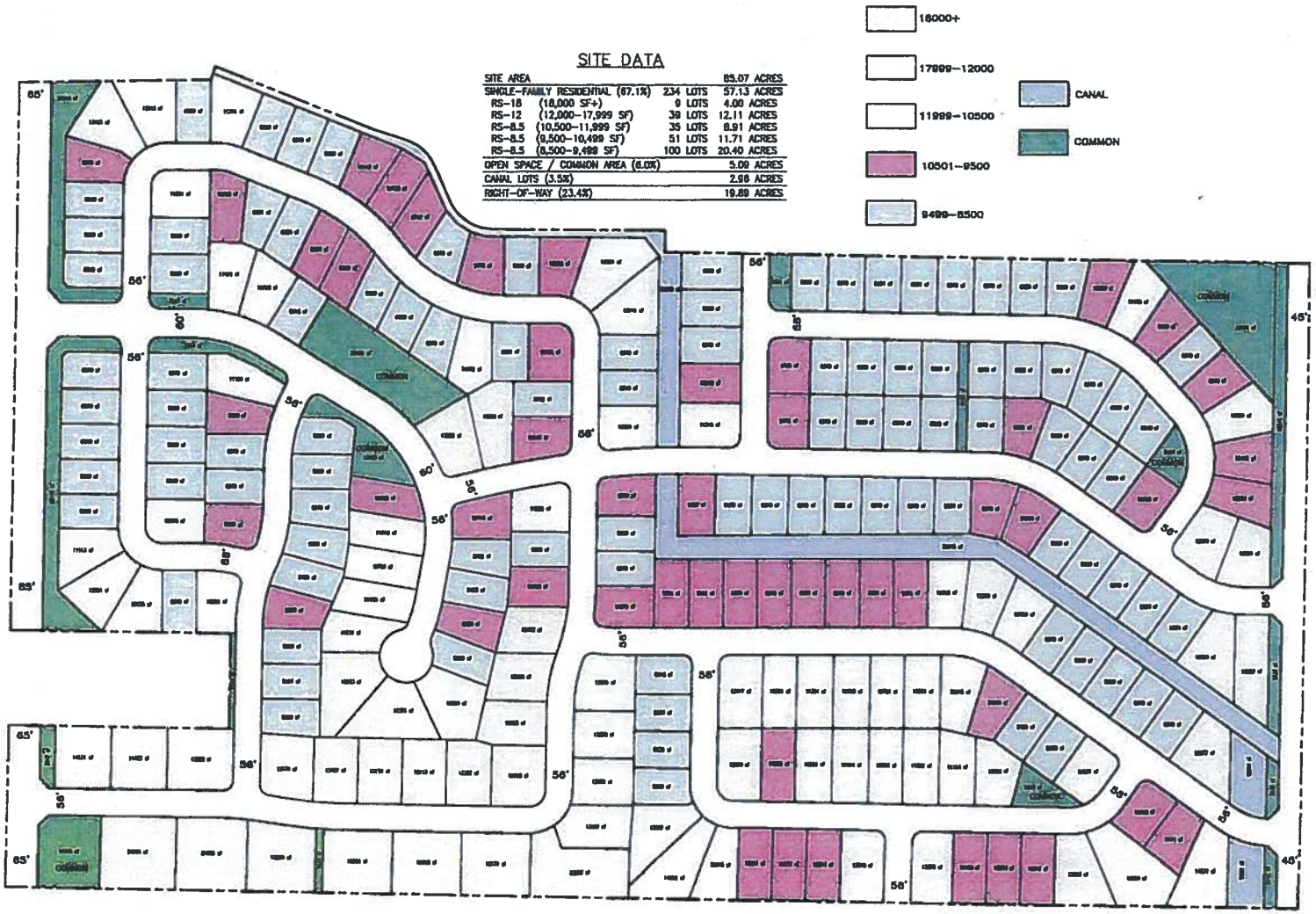
# SILVER STAR SUBDIVISION
PRELIMINARY PLAT

LOCATED IN THE NW 1/4 OF SECTION 5, T.3N., R.1W., B.M., NAMPA, CANYON COUNTY, IDAHO

SCALE 1"=100'
DEC.DATE 04/07/16
PROJ. NO. 150801
SHEET 1 OF 2
PRE2
/150801-PRE2.DWG

## SITE DATA

| | | | |
|---|---|---|---|
| SITE AREA | | | 85.07 ACRES |
| SINGLE-FAMILY RESIDENTIAL (67.1%) | | 234 LOTS | 57.13 ACRES |
| RS-18 | (18,000 SF+) | 9 LOTS | 4.00 ACRES |
| RS-12 | (12,000-17,999 SF) | 39 LOTS | 12.11 ACRES |
| RS-8.5 | (10,500-11,999 SF) | 35 LOTS | 8.91 ACRES |
| RS-8.5 | (9,500-10,499 SF) | 51 LOTS | 11.71 ACRES |
| RS-8.5 | (8,500-9,499 SF) | 100 LOTS | 20.40 ACRES |
| OPEN SPACE / COMMON AREA (6.0%) | | | 5.09 ACRES |
| CANAL LOTS (3.5%) | | | 2.98 ACRES |
| RIGHT-OF-WAY (23.4%) | | | 19.89 ACRES |

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# SILVER STAR SUBDIVISION
# ANNEXATION AND ZONING AND
# PRELIMINARY PLAT APPLICATIONS
# (April 8, 2016)
# WRITTEN NARRATIVE

Star Development, Inc., hereby applies for annexation and zoning of 190.36 acres from Agricultural and R-1 to RS-18 (5.34 acres), RS-12 (6.61 acres), and RS-8.5 (178.41 acres).with a preliminary plat for 234 single-family residential lots and 23 open space/common lots on 85.07 acres. The property is located east and west of Star Road south of Ustick Road. The Safford Sublateral bisects the eastern half of the property comprising the Silver Star Subdivision, then runs north and then west along the northern boundary of the property.

The applicant previously submitted requests for a comprehensive plan amendment, rezone and preliminary plat to Canyon County, which were approved on May 11, 2015. Canyon County Resolution No. 15-096 changed the designation from Agricultural to Residential, with a rezoning to R-1 approved as Canyon County Ordinance No. 15-012. The applicant has since determined it would be more desirable to be within the city limits of Nampa for the development. As the preliminary plat portion of the property is not currently adjacent to the city limits of Nampa, the annexation application includes the adjacent Van Beek properties to provide contiguity.

The City of Nampa's Future Land Use Map designates the area as Medium Density Residential and Community Mixed Use. The surrounding area is a mix of agricultural and residential uses. Silver Spur Ranch Subdivision adjoins the property to the south. Silver Star Subdivision has lots ranging in size from 8,567 square feet to 23,067 square feet, with an average lot size of 10,567 square feet. The gross density of the project is 2.75 units per acre with a net density of 3.59 units per acre.

The development is currently serviceable with central sewer and water. The project will utilize City of Nampa services for both sewer and water. The property is subject to a "Sewer Improvement Reimbursement Agreement" dated June 23, 2006. The City of Nampa agreed to provide sewer service to the property in accordance with conditions of financial participation in downstream infrastructure costs. The applicant purchased capacity at 4 da/acre within the Birch/Pundam Sewer Service Area in 2006.

The roads within the development will be public roads and will be designed to City of Nampa and Nampa Highway District Standards. The streets will include a 34-foot section with curb, gutter and 4-foot detached sidewalk. A 6-foot landscaped parkway will separate the roadway and the sidewalk. Storm drainage will be retained on site, and the discharge will not exceed the pre-development flows. Local streets will utilize a combination of above-ground retention and detention facilities in common areas and subsurface seepage bed facilities. All storm drainage facilities will be designed in accordance with City of Nampa and Department of Environmental Quality standards. A Traffic Study has been submitted with the application which includes a requirement for left- and right-hand tum lanes on Star Road for access to the site. The developer tum lanes will be constructed at the same time the entrances are constructed.

Along with detached sidewalks and six-foot-wide parkways throughout the development, 23 open space/common lots provide a total of 8.04 acres of common area, a total of 9.4 percent of the development. A central common lot with a tot lot is provided.

Irrigation will be provided via a pressurized irrigation system utilizing surface water right from the Safford Sublateral. Any existing irrigation or drainage facilities that provide service to adjacent properties will be protected and piped accordingly. Six-foot-high chainlink fence along the lateral will be provided. The property does contain best and moderately suited soil and is prime farmland if irrigated. However, the property lies within Nampa's Area of City Impact and within 1,400 feet of existing city limits.

The properties are within an area designated for residential development on the City's future land use map. The proposed use of low- and medium-density residential is consistent with the existing and proposed uses. With the extension of public services into this area, the character is transitioning from agricultural to urban.

The Silver Star development complies with the Comprehensive Plan by promoting various types of housing to meet the needs and preferences of citizens regardless of age, race, income or family size. The Comprehensive Plan encourages an emphasis on high-quality residential development and variety of housing.

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ENGINEERING SOLUTIONS LLP
planning and engineering communities for the future

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

March 16, 2016

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

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

Dear Mayor and Council:

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

**Justification for Reconsideration:**

1. The applicant respectfully requests, prior to adoption of the Findings of Fact and Conclusions of Law, that the annexation/zoning request be remanded to the Nampa Planning & Zoning Commission for a new public hearing or that the public hearing be re-advertised for a new public hearing before the City Council. This action would allow the applicant to modify their zoning request and preliminary plat to a lower density zoning designation.

2. The Council's focus on the RS-7 zoning was not reflective of the development plan/preliminary plat that accompanied the annexation request. The preliminary plat had four lots below 8,000 square feet. The majority of the proposed 240 lots meets or exceeds 8,500 square feet, which complies with the dimensional standards for an RS-8.5 zoning designation.

3. The Council wanted transitional lot zoning from the existing Silver Spur development, yet provided no opportunity for the applicant to incorporate this in the development plan.

4. The existing transportation system has capacity to accommodate the proposed development. The traffic study submitted with the application demonstrated this fact.

5. A preliminary plat was approved by Canyon County for 184 residential lots in 2015. This approval is valid, and the project will proceed forward regardless of the denial to annex by the Nampa City Council.

6. The applicant and other developers financially participated in the construction of sewer facilities for the Birch/Purdam Service Area. The City of Nampa entered into a contract to provide service to this property and others within this service area. The City collected $2.8 million to provide for service in this area. This agreement states, in part:

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

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

We appreciate your consideration in this matter.

Sincerely,

ENGINEERING SOLUTIONS, LLP

Becky McKay

Becky McKay
Partner

BM:ss

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WORST FITZGERALD & STOVER PLLC

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

*Attorneys At Law*

WILSON & McCOLL
Jeffrey M. Wilson
Brian F. McColl

*Of Counsel*

March 16, 2016

**Via Email: fussm@cityofnampa.us**
Michael Fuss, P.E. MBA
Nampa City Public Works Department

**Via Email: mayor@cityofnampa.us**
Mayor Bob Henry
Nampa City Council

Re: Silver Star Subdivision

Dear Michael Fuss:

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

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

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

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

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

Yours sincerely,

BRIAN F. McCOLL

BFM/rc

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

# City of Nampa

ENGINEERING DIVISION OFFICE (208) 468-5444
CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83651 FAX (208) 465-2261

DATE: January 12, 2016

TO: Planning and Zoning Commission

FROM: Daniel Badger, P.E.

SUBJECT: Silver Star Subdivision Preliminary Plat and Annexation

Recommendation: The Engineering Division does not oppose approving this request with the following conditions:

Plat and Layout:

- The required right of way for Star Road is 50' from centerline revise accordingly

Utilities:

- Water
  - Show or note the off-site water line improvements necessary to serve the property
    - 12" main in Star Road from south of the railroad tracks to the northern boundary of the Site
    - 12" main in Cherry Lane from a half mile west of Star to the intersection of Star and Cherry
    - A pressure reducing valve located just north of the railroad in Star Road
  - A 12" main loop through the subdivision.
  - Show the 12" water main in the collector road on the east boundary of the site
- Sewer
  - Show the sewer extending to the southeast corner of the development per the master plan

Streets:

- The centerline to top back of curb dimension for Star Road should be 35' feet.

Annexation and Zoning

- The following conditions should be included in the development agreement
  - Dedicate right of way for Star Road, 50' from centerline
  - The property for Silver Star Subdivision has a vested right to discharge sewer to the Birch sewer drainage basin, all other properties a part of this annexation are subject to the following condition:
    - Prior to any development of the project, as indicated by building permit application and issuance, the Owner/Developer shall provide proof of reserved capacity in the Birch Sewer System as follows:

- Written commitment from the owner of a separate property within the Birch Sewer service area, or a property otherwise entitled to connect to the Birch Sewer System, that the subject property will not be entitled to connect to the Birch Sewer System until the capacity actually used by the Development is removed from the Birch System and is physically served by the Purdam Sewer System.
- The identified property must be within the Birch Sewer Service area or be otherwise entitled to connect to the Birch Sewer System (i.e. be part of the 2006 Sewer Improvement Reimbursement Agreement.)
- One or more properties may be identified, either for the entire project or as required to provide capacity for each phase of the project.
- The identified property must restrict sewer service connection based on an acre to acre designation.
- The developer may, with written commitment from the owner and upon approval of the city, add or remove designated properties as long as sufficient capacity remains to serve existing platted lots.
- Developer shall submit proof of capacity per above requirements with the submittal of each final plat application to the City for approval.
- All commitments shall automatically be considered null and void by the City at the time of physical connection of the Development sewer line to the operational Purdam Sewer System.

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## Sylvia Mackrill

**From:** Tanya Gaona
**Sent:** Wednesday, December 02, 2015 10:01 AM
**To:** Sylvia Mackrill
**Subject:** Project SUB 660-15; Silver Star Subdivision

Sylvia,

In regards to the preliminary plat for Silver Star Subdivision, the following conditions must be met before Earl Moran, City Forester, can approve:

1. Select an alternate variety of tree than Red Sunset Maple. Soil PH does not allow the tree to survive.

2. No evergreens shall be planted on the public right of way.

3. Powerline restrictions within 20 feet on either side of the center of the right of way. Class II & III only permitted to be planted under powerlines.

Tanya Gaona
Administrative Assistant II
City of Nampa, Forestry Department
468-5748

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

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## Sylvia Mackrill

**From:** Cody Swander
**Sent:** Friday, November 20, 2015 3:28 PM
**To:** Sylvia Mackrill
**Cc:** Darrin Johnson
**Subject:** Silver Star Subdivision Project: SUB 660-15

Hi Sylvia,
Nampa Parks has reviewed the preliminary plat for Silver Star Subdivision Project SUB 660-15 and have no requests.

Thank you,

Cody Swander
Nampa Parks Superintendent

Nampa Parks Department
312 1st Street South
Nampa, ID 83651
208.468.5890

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

# Memo

To: Planning and Zoning Commission

From: Karla Nelson, Community Planner

Date: November 25, 2015

Re: Silver Star Subdivision Preliminary Plat

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Future Silver Star Subdivision children will attend school in West Ada School District. None of the associated schools are within walking distance.

Associated Schools:

Ponderosa Elementary School – The subdivision is 2.8 miles from the Elementary School.

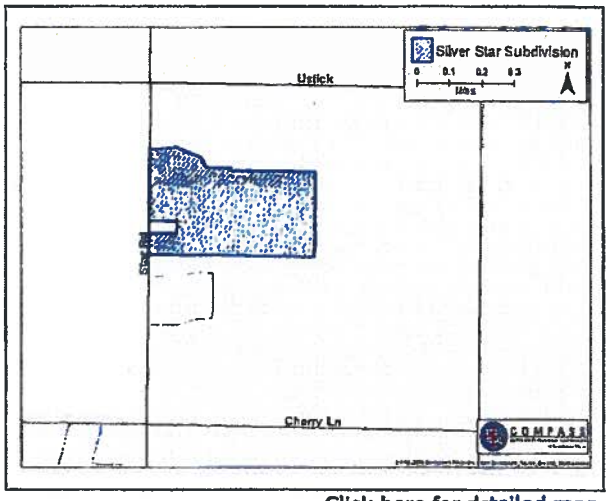
Meridian Middle School – The subdivision is 5.4 miles from the Middle School.

Meridian High School – The subdivision is 5.2 miles from the High School.

# *Communities in Motion 2040* Development Checklist

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this checklist as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. CIM 2040 was developed through a collaborative approach with COMPASS member agencies and adopted by the COMPASS Board on **July 21, 2014.**

This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 goals, objectives, and performance measures. A checklist user guide is available **here**; and more information about the CIM 2040 goals can be found **here**; and information on the CIM 2040 Vision can be found **here**.




Click here for detailed map.

**Name of Development:** Silver Star Subdivision - 240 residential lots on 57.09 acres

**Summary:** Located east of Star Rd between Ustick Rd and Cherry Ln, the proposed development is not within a mile of any other current developments. The proposal supports 5 CIM 2040 checklist items, and does not support 17 checklist items.

**Land Use**

In which of the **CIM 2040 Vision Areas** is the proposed development? **(Goal 2.1)**?

- ○ Downtown
- ◉ Future Neighborhood
- ○ Small Town
- ○ Employment Center
- ○ Mixed Use
- ○ Transit Oriented Development
- ○ Existing Neighborhood
- ○ Prime Farmland
- ○ Foothills
- ○ Rural

○ **Yes** ◉ **No** ○ **N/A** The proposal is within a CIM 2040 Major Activity Center. **(Goal 2.3)**

**Neighborhood (Transportation Analysis Zone) Demographics**

TAZ: 2398

| Existing | | Existi | | | |
|---|---|---|---|---|---|
| Households | Jobs | Households | Jobs | Households | Jobs |
| 15 | 68 | 255 | 68 | 273 | 540 |

◉ **Yes** ○ **No** ○ **N/A** The number of jobs and/or households in this development is consistent with jobs/households in the CIM 2040 Vision in this neighborhood. **(Goal 2.1)**

**Area (Adjacent Transportation Analysis Zone) Demographics**

TAZs: 857, 860, 868, 875, 911, 913, 2397, 2404

| Existing | | Existi | | | |
|---|---|---|---|---|---|
| Households | Jobs | Households | Jobs | Households | Jobs |
| 119 | 153 | 359 | 153 | 2,755 | 1,602 |

◉ **Yes** ○ **No** ○ **N/A** The number of jobs and/or households in this development is consistent with jobs/households in the CIM 2040 Vision in this area. **(Goal 2.1)**

**More information on COMPASS and *Communities in Motion 2040* can be found at:**
**www.compassidaho.org**
Email: info@compassidaho.org
Telephone: (208) 475-2239

COMPASS
COMMUNITY PLANNING ASSOCIATION of Southwest Idaho

DBL 29

# *Communities in Motion 2040* Development Checklist

**Transportation**

○ **Attached** ◉ **N/A** An Area of Influence Travel Demand Model Run is attached.

○ **Yes** ◉ **No** ○ **N/A** There are relevant projects in the current Regional **Transportation Improvement Projects** (TIP) within one mile of the development.

**Comments:** _____

◉ **Yes** ○ **No** ○ **N/A** The proposal uses appropriate access management techniques as described in the **COMPASS Access Management Toolkit**.

**Comments:** _____

○**Yes** ○**No** ◉**N/A** This proposal supports Valley Regional Transit's ***valleyconnect*** plan. See ***Valley Regional Transit Amenities Development Guidelines*** for additional detail.

**Comments:** A future employer express route (along Ustick) with limited stops is proposed near the development.

The **Complete Streets Level of Service (LOS) scoring** based on the proposed development will be provided on an separate worksheet **(Goals 1.1, 1.2, 1.3, 1.4, 2.4)**:

○ **Attached** ◉ **N/A** Complete Streets LOS scorecard is attached.

○ **Yes** ○ **No** ◉ **N/A** The proposal maintains or improves current automobile LOS.

○ **Yes** ○ **No** ◉ **N/A** The proposal maintains or improves current bicycle LOS.

○ **Yes** ○ **No** ◉ **N/A** The proposal maintains or improves current pedestrian LOS.

○ **Yes** ○ **No** ◉ **N/A** The proposal maintains or improves current transit LOS.

○ **Yes** ◉ **No** ○ **N/A** The proposal is in an area with a **Walkscore** over 50.

**Housing**

○ **Yes** ◉ **No** ○ **N/A** The proposal adds **compact housing** over seven residential units per acre. **(Goal 2.3)**

○ **Yes** ◉ **No** ○ **N/A** The proposal is a mixed-use development or in a mixed-use area. **(Goal 3.1)**

○ **Yes** ◉ **No** ○ **N/A** The proposal is in an area with lower transportation costs than the **regional average** of 26% of the median household income. **(Goal 3.1)**

○ **Yes** ◉ **No** ○ **N/A** The proposal improves the jobs-housing balance by providing housing in employment-rich areas. **(Goal 3.1)**

**Community Infrastructure**

○ **Yes** ◉ **No** ○ **N/A** The proposal is infill development. **(Goals 4.1, 4.2)**

○ **Yes** ◉ **No** ○ **N/A** The proposal is within or adjacent to city limits. **(Goals 4.1, 4.2)**

◉ **Yes** ○ **No** ○ **N/A** The proposal is within a city area of impact. **(Goals 4.1, 4.2)**

**Health**

○ **Yes** ◉ **No** ○ **N/A** The proposal is within 1/4 mile of a transit stop. **(Goal 5.1)**

○ **Yes** ◉ **No** ○ **N/A** The proposal is within 1/4 mile of a public school. **(Goal 5.1)**

○ **Yes** ◉ **No** ○ **N/A** The proposal is within 1/4 mile of a grocery store. **(Goal 5.1)**

○ **Yes** ◉ **No** ○ **N/A** The proposal is within 1 mile of a park and ride location. **(Goal 5.1)**

**Economic Development**

○ **Yes** ◉ **No** ○ **N/A** The proposal improves the jobs-housing balance by providing employment in housing-rich areas. **(Goal 3.1)**

○ **Yes** ◉ **No** ○ **N/A** The proposal provides grocery stores or other retail options for neighborhoods within 1/2 mile. **(Goal 6.1)**

**Open Space**

○ **Yes** ◉ **No** ○ **N/A** The proposal is within a 1/4 mile of a public park. **(Goal 7.1)**

○ **Yes** ◉ **No** ○ **N/A** The proposal provides at least 1 acre of parks for every 35 housing units. **(Goal 7.1)**

**Farmland**

◉ **Yes** ○ **No** ○ **N/A** The proposal is outside "Prime Farmland" in the CIM 2040 Vision. **(Goals 4.1, 8.2)**

○ **Yes** ◉ **No** ○ **N/A** The proposal is outside prime farmland. **(Goal 8.2)**

ORGANIZED 1904

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH NAMPA, IDAHO 83651-4395
FAX # 208-463-0092

Phones: Area Code 208
OFFICE: Nampa 466-7861
SHOP: Nampa 466-0663

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February 10, 2016

Norman L. Holm
City of Nampa
411 3rd St.
Nampa, ID 83651

**RE: ANN2065-15/ 8142 W. Ustick Road/ 17535 & 17547 Star Road**

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comments on Annexation and Zoning Change.

Please be advised that the District's Safford Lateral courses through this area and has a minimum easement of forty-five feet (45'); thirty feet (30') left and fifteen feet (15') right facing downstream.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, Nampa & Meridian Irrigation District (NMID) must review drainage plans.

Sincerely,

Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC/gnf

PC: Office/File

APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000

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

**Motion carried.**

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

**Annexation and Zoning to RS-7 at 8142 W Ustick Rd, 17535 Star Rd, 17547 Star Rd, and three parcels addressed as "0" Star Rd. (A total of 190.36 acres located in the NW ¼ Section 5 and the E ½ of Section 6 T3N R1W BM)** for Engineering Solutions, LLP, representing LC Development, Inc. (ANN 2065-15)
**and,**
**Preliminary Plat Approval for Silver Star Subdivision in a proposed RS-7 zoned area east of Star Rd and south of Ustick Rd. (240 Single Family Residential Lots on 85.07 acres, 2.82 dwelling units per acre – A portion of the NW ¼ of Section 5 T3N R1W BM),** for Engineering Solutions, LLP representing LC Development, Inc. (SUB 660-15).

**Chairman McGrath** proceeded to public hearing.

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

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

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

**Assistant Planning Director Hobbs:**

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

**Chairman McGrath** proceeded to public testimony.

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

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

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

- Mr Franolich spoke in opposition to the requested Annexation and Zoning to RS-7 and the Preliminary Plat for Silver Star Subdivision.
- According to Mr Franolich, his property would be located just to the south of the proposed Silver Star Subdivision.
- Mr Franolich concurred with the previous statements from Mr Keeler.
- Mr Franolich did not know if a recent Traffic Impact Study had been done, but if not, he would like to request an updated Traffic Impact Study before any approvals.
- According to Mr Franolich, it was understood the land would develop, but the last he had heard there would be ¾ acre properties backed up against the Silver Spur Ranch and would mirror their property lot lines, and the remainder of the lots would be one half acre. The proposed plat does not reflect that, added Mr Franolich.
- Mr Franolich stated he was strongly anything changing from the original proposal, because of the traffic and the safety of the children.
- Mr Franolich explained he already had a hard time pulling out on Star Rd and in addition every single one of the cars from the proposed subdivision would be going out on to Star Rd.
- During the last snow storm, advised Mr Franolich, there was about a mile of traffic backed up on Ustick Rd and Cherry Ln.
- Previously, continued Mr Franolich, all the property owners in Silver Spur Ranch were in accord with the proposed 1 acre properties and would like to see the 1 acre lots continue for the Silver Star Subdivision because the proposed subdivision would not fit in with the surrounding area.
- Mr Franolich reiterated he would prefer to see the zoning maintained as it was currently zoned and not drop it down to RS-7.

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

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

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

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

**Dale Trautman of 5061 Ustick Rd, Nampa – undecided.**

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

**Becky McKay:**

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

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

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

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

Discussion followed amongst the Planning and Zoning Commission members.

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

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

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

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

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

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

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

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

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

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

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

**Karl Keeler of 4905 Bronze Spur Dr, Nampa – stated he was opposed but did not wish to speak again.**
**Doug Franolich of 4868 Golden Spur Dr, Nampa – stated he was opposed but did not wish to speak again.**
**Paul Turnbull of 4924 Golden Spur Dr, Nampa – stated he was opposed but did not wish to speak again.**
**Joel Whitt of 4844 Golden Spur Dr, Nampa – stated he was opposed but did not wish to speak.**

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

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

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

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

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

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

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

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "**City**," and:
_____, hereinafter referred to as "**Owner(s)/Developer(s)**."

RECITALS

A. **Owner(s)/Developer(s)** is the owner of approximately 190.36 acres of real property legally described in **Exhibit "A" LEGAL DESCRIPTION OF THE PROPERTY** attached hereto and made a part hereof (the "**Property**").

B. **Owner(s)/Developer(s)** applied to City on or about October 29, 2016 (the "date of application") for annexation of the **Property** to RS 7 (Single-Family Residential, 7,000 sq. ft. min. lot size) in anticipation of developing a portion of the **Property** on the east side of Star Road for a single-family residential subdivision to be known as "Silver Star Subdivision" (hereinafter the "**Project**").

C. **City**, pursuant to Sections 10-2-3 & 10-2-4, Nampa City Code, and Idaho Code Section 50-222, has the authority to annex and zone the **Property** for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. **City's** Planning and Zoning Commission and Council have held public hearings as prescribed by law with respect to the annexation and zoning district assignment request, development of the **Property**, and, the terms of this **Agreement**. Post reconsideration and hearing of a revised version of the entitlements sought and **Project** design, **City** has approved the requested annexation and zoning assignment of the area of the **Property** devoted to the **Project** to RS 18 for 5.35 acres, RS-12 for 6.61 acres and RS 8.5 for an 85.07 acre and the balance of the **Property** (not a part of the **Project**) to RS 8.5 zoning, subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent **City**, in subsequent actions applicable to the **Property**, from applying new ordinances and regulations of general application adopted by **City** in the exercise of its police powers that do not conflict with the parties' commitments applicable to the **Property** as set forth herein, or the zoning designation approved hereby as the **Property** has been deemed suitable for the uses allowed within said zoning designation.

2. This Agreement is intended to be supplemental to all other local, **City**, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the **City's** adopted codes, this Agreement shall prevail to the extent permitted by law.

3. The **Project** shall be developed in substantial conformance with the conceptual plans (i.e., site & landscape) attached hereto as **Exhibit(s) "B" CONCEPTUAL PLAN(S)** and made a part hereof; provided, however, that **Owner(s)/Developer(s)** shall have limited flexibility, within code confines, to seek minor alterations to said plans in order to develop the **Property** to meet market conditions within the bounds of the **City's** ordinances, and, the only specific commitments concerning development of the **Project** which **Owner(s)/Developer(s)** is making are set forth herein. Upon recordation of this Agreement, **Owner(s)/Developer(s)** shall have all entitlement approvals required from **City** for development of the **Project** in substantial conformance with Exhibit B's Conceptual Plan(s).

4. The provisions and stipulations of this Agreement shall be binding on **City**, **Owner(s)/Developer(s)**, each subsequent owner of the **Property** or portion thereof, and each other person acquiring an interest in the **Property** and are, in no particular order, as set forth in this document, including the sundry additional conditions of approval attached hereto as **Exhibit "C" CONDITIONS OF APPROVAL**, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of **Owner(s)/Developer(s)** and the **City** after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the **Property** to its prior designation upon failure of **Owner(s)/Developer(s)** to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless **City** provides written notice of any such failure and **Owner(s)/Developer(s)** or its successors and/or assigns fails to cure such failure as set forth below.

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of **Owner(s)/Developer(s)**, or each subsequent owner or each person acquiring an interest in the **Property**, to comply with the commitments contained herein within two (2) years after the effective date of this Agreement, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by **City**. Exception: the failure to begin site development of all or a portion of a project proposed under this Agreement does not necessarily serve as impetus to allege that the commitments contained herein are not being fulfilled. Rather, commencement of site work and/or construction then left in abandon or failure to abide by the terms of this Agreement, as herein iterated, shall serve as impetus to consider termination of this Agreement and reversion of zoning. Provided, however, no such termination or reversal shall occur unless **City** provides written notice of

**Owner(s)/Developer(s)** failure to comply with the terms and conditions of this Agreement to **Owner(s)/Developer(s)** and **Owner(s)/Developer(s)** fails to cure such failure within six (6) months of **Owner(s)/Developer(s)** receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by **City** for good cause upon application for such extension by **Owner(s)/Developer(s)**, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the **Project** and the **Property** shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is filed. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this Agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the **Property** and shall be binding upon **City**, **Owner(s)/Developer(s)**, each subsequent owner of the **Property**, and each other person or entity acquiring an interest in the **Property**.

10 If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between **Owner(s)/Developer(s)** and **City** relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between **Owner(s)/Developer(s)** and **City**, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the **City**, to a duly adopted ordinance or resolution of the **City**.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event **Owner(s)/Developer(s)**, its/their successors, assigns or subsequent owners of the **Property** or any other person acquiring an interest in the **Property**, or in the event **City**, fail to faithfully and materially comply with all of the terms and conditions included in this

Agreement, enforcement of this Agreement may be sought by either **City** or **Owner(s)/Developer(s)** or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by **City** of any default by **Owner(s)/Developer(s)** of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of **City** or apply to any subsequent breach of any such or other covenants and conditions. A waiver by **Owner(s)/Developer(s)** of any default by **City** of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of **Owner(s)/Developer(s)** or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that **City** and **Owner(s)/Developer(s)** shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the **Property** shall constitute a default by **Owner(s)/Developer(s)** for the portion of the **Property** still owned by **Owner(s)/Developer(s)**.

c. In the event the performance of any obligation to be performed hereunder by either **Owner(s)/Developer(s)** or **City** is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by **Owner(s)/Developer(s)**, or any other party claiming an interest herein, **City** may withhold building permits for any remaining lots within the development until such time as the default is cured.

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

CITY OF NAMPA

_____
Robert L. Henry, Mayor

_____
Attest: Debbie Bishop, City Clerk

OWNER(S)/DEVELOPER(S)

_____

_____

STATE OF IDAHO )
) ss.
County of Canyon )

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

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

SEAL

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

STATE OF IDAHO )
) ss.
County of Canyon )

On this ____day of _____, in the year of 2016 before me, _____, personally appeared _____, known or identified to me, to be _____, of _____, the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of _____.

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

SEAL

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

45

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT(S) "B"

CONCEPTUAL PLAN(S)

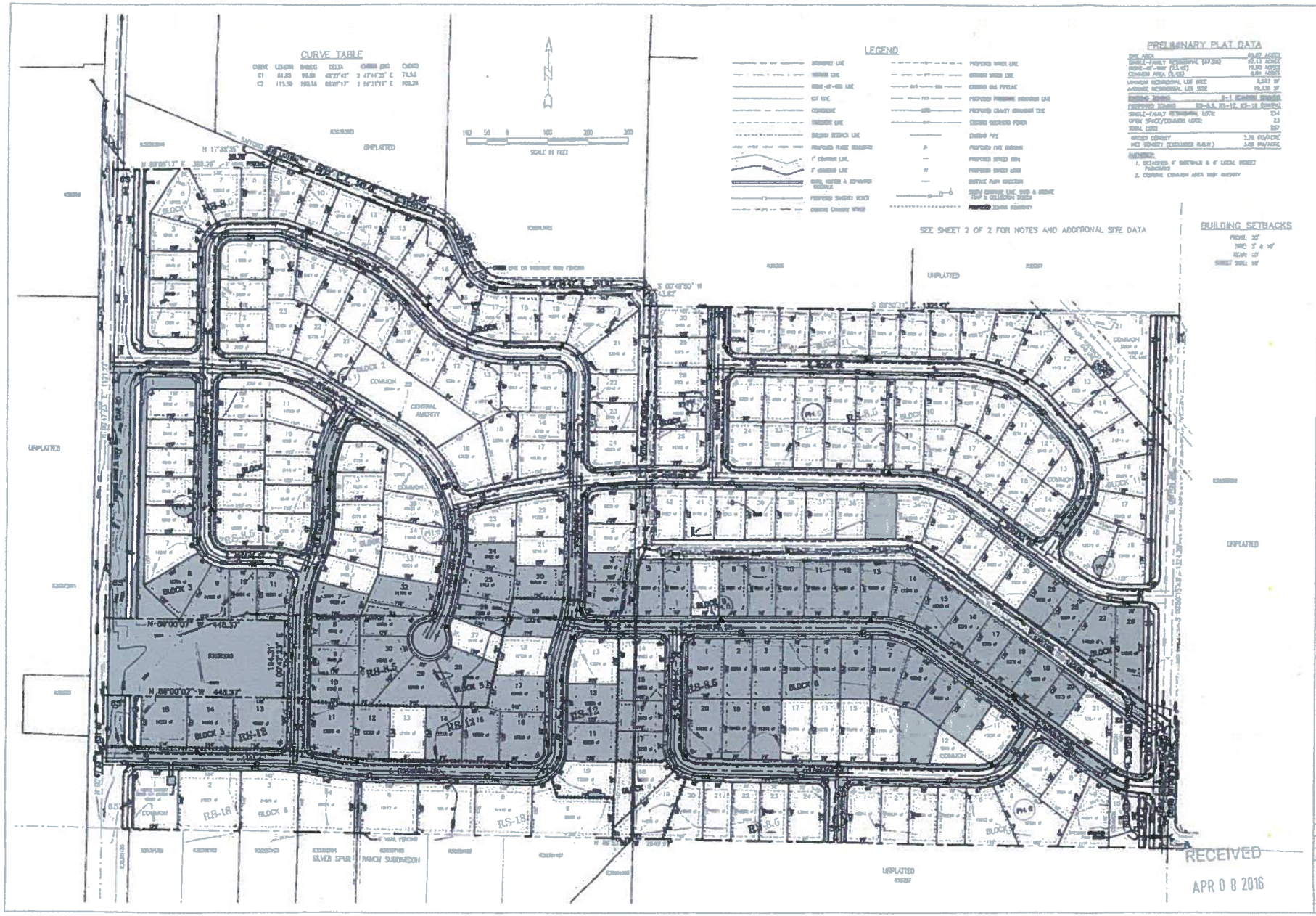

CURVE TABLE
LEGEND
PRELIMINARY PLAT DATA
SEE SHEET 2 OF 2 FOR NOTES AND ADDITIONAL SITE DATA
BUILDING SETBACKS
UNPLATED
COMMON
CENTRAL AMENITY
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 5
BLOCK 6
RS-8.5
RS-12
RS-18
SILVER STAR RANCH SUBDIVISION
RECEIVED
APR 0 8 2016
OWNERS OF RECORD
STAR FARM LLC
DEVELOPER
STAR DEVELOPMENT, INC
PLANNER / CONTACT
BECKY McKAY
ENGINEERING SOLUTIONS
SILVER STAR SUBDIVISION
PRELIMINARY PLAT
SCALE 1"=100'
DESIGN 04/07/16
PROJ NO. 150801
SHEET 1 OF 2
PRE2

EXHIBIT "C"

CONDITIONS OF APPROVAL

1. Owner(s)/Developer(s)/Project shall dedicate right-of-way for Star Road, 50' from centerline.

2. City acknowledges that the Project has a vested right to discharge sewer to the Birch Sewer Drainage Basin, all other properties made a part of the annexation are subject to the following condition:

   a. Prior to any development of the balance of the Property, as indicated by building permit application and issuance, Owner/Developer shall provide proof of reserved capacity in the Birch Sewer Drainage Basin as follows:

      - Written commitment from the owner of a separate property within the Birch Sewer Service Area, or a property otherwise entitled to connect to the Birch Sewer System, that the subject property will not be entitled to connect to the Birch Sewer System until the capacity actually used by the balance of the Property is removed for the Birch Sewer System and is physically served by the Purdam Sewer System
      - The identified property must be within the Birch Sewer Service Area or be otherwise entitled to connect to the Birch Sewer System (i.e., be part of the 2006 Sewer Improvement Reimbursement Agreement).
      - One or more properties may be identified, either for the entire project or as required to provide capacity for each phase of the project.
      - The identified property must restrict sewer service connection based on an acre to acre designation.
      - The Owner(s)/Developer(s) may, with written commitment from the owner and upon approval of the City, add or remove designated properties as long as sufficient capacity remains to serve existing platted lots.
      - Owner(s)/Developer(s) shall submit proof of capacity per above requirements with the submittal of each final plat application to the City for approval.
      - All commitments shall automatically be considered null and void by the City at the time of physical connection of the project sewer line to the operational Purdam Sewer System.

3. The entire perimeter of the Project shall be screened with sight/site obscuring six foot (6') fencing at the back/rear of all building lots. Emplacement of fencing along the south side of Lots 1-11 (to be converted into 10 lots) shall occur in conjunction with the first phase of development. All other fencing may be emplaced by home builders as a condition of compliance with Covenants, Codes and Restrictions which shall be crafted and recorded

for/against the Project and shall require fencing as noted by this condition and shall cause such fencing to be uniform in material and color. Fencing shall not be placed between Star Road and the required common area landscape strips that will parallel and abut the same and be made a part of the Project. Fencing shall not be placed between N. Griffon Avenue (or whatever name that future right-of-way assumes) and the common area landscape strips that will parallel and abut the same and be made a part of the Project.

**Planning & Zoning Department**

# Before the Mayor & City Council

**April 18, 2016**

# Staff Report – Public Hearing #2

**To:** Mayor & City Council
**Applicant:** Nathan Pyles
**File No:** ANN 2146-16

**Prepared By:** Norman L. Holm
**Date:** April 11, 2016

**Requested Actions:** Annexation & Zoning to RS 6 (Single Family Residential – 6,000 sq. ft.)

**Purpose:** Annexation with intent to split the lot and build another single family home behind and to the east of the existing home.

## GENERAL INFORMATION

**Planning & Zoning Commission Recommendation:** Approval subject to recommended conditions.

**Zoning & Planning History:** The applicant is requesting annexation and zoning with the intent to split the property. This is the same as has been done with the two original parcels adjacent to the south.

**Status of Applicant:** Owner

**Annexation Location:** 2208 Sunny Ridge Rd

**Proposed Zoning:** RS 6 (Single Family Residential – 6,000 sq ft)

**Total Size:** .66 acre or 28,954 sq ft

**Existing Zoning:** County R1 (Single Family Residential)

**Comprehensive Plan Designation:** Medium Density Residential

**Applicable Regulations:** In order for a property to be annexed it must be contiguous with the city limits or be enclaved by other properties so annexed. This property is part of a 14-parcel approximately 9.6 acre enclaved area along the east side of Sunny Ridge Rd.

**Existing Uses:** Existing single family residential parcel.

## SPECIAL INFORMATION

**Public Utilities:**
10" water main in Sunny Ridge Rd
10" sewer main in Sunny Ridge Rd
2" irrigation main adjacent the back property line just within the back yard of the adjacent 2 lots to the east

**Public Services:** Police and fire already service city incorporated areas surrounding the location.

**Physical Site Characteristics:** Existing single family residential home site

**Transportation:** Access to the property is via Sunny Ridge Rd. Any split of the property for the construction of new home behind and to the east of the existing home will require access by easement through the front property. The applicant presently owns the entire parcel with the intent to split following annexation and zoning.

The Sunny Ridge Rd right-of-way dedication and annexation adjacent this property was accomplished via Ordinance 3908 in 2010.

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

## STAFF FINDINGS AND DISCUSSION

From a land use standpoint the location is shown on the comprehensive plan "future land use map" as being compatible with the zoning that has been requested. If the Planning & Zoning Commission votes to recommend to the City Council approval of this request the following findings are suggested:

1. The requested annexation is part of a 14-parcel approximately 9.6 acre enclaved area along the east side of Sunny Ridge Rd.

2. The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed.

3. The proposed zoning conforms with the city's comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and land uses in the area.

4. The property owner is requesting annexation and zoning with intent to split the lot and build another single family home behind and to the east of the existing home.

## RECOMMENDED CONDITIONS OF APPROVAL

If the Planning & Zoning Commission votes to recommend approval of the annexation and zoning to the City Council the following Engineering Division required conditions are recommended:

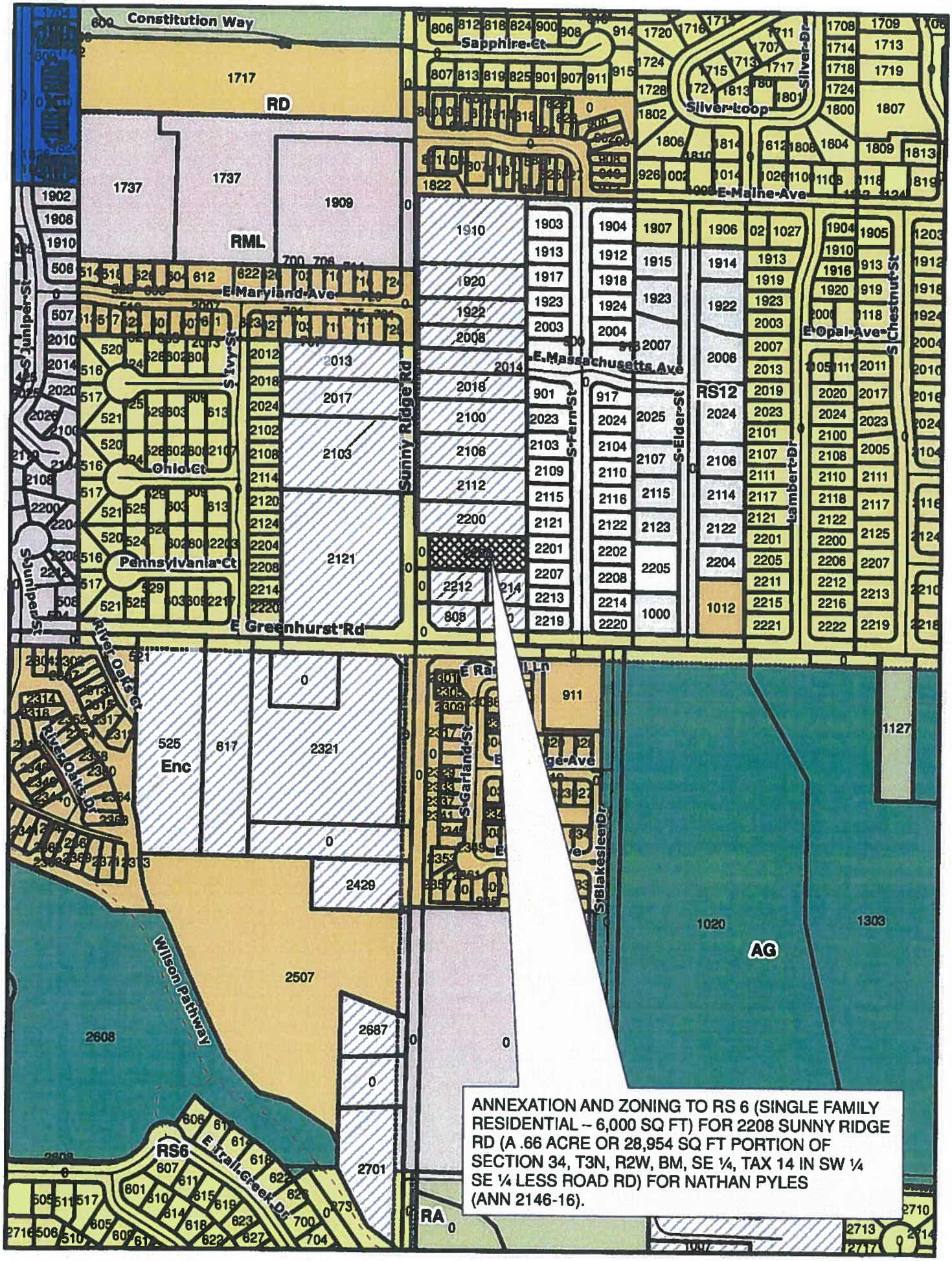
1) At time the parcel is split, in preparation for construction of the second residence on the parcel, the owner will be required to provide utility, ingress/egress, and cross access easements as necessary across the front parcel in favor of the new parcel. Copy of which will be required to be submitted with application for a building permit.

2) Owner(s) enter into a curb, gutter, sidewalk, and road widening deferral agreement with the City.

3) Annexation into the Nampa Municipal Irrigation System at time parcel is split, if owner requests to be connected to the City Pressurized Irrigation System.

## ATTACHMENTS

Vicinity map
Aerial photo of proposed annexation
Application
P&Z public hearing minutes
Agency and other correspondence




ANNEXATION AND ZONING TO RS 6 (SINGLE FAMILY RESIDENTIAL – 6,000 SQ FT) FOR 2208 SUNNY RIDGE RD (A .66 ACRE OR 28,954 SQ FT PORTION OF SECTION 34, T3N, R2W, BM, SE ¼, TAX 14 IN SW ¼ SE ¼ LESS ROAD RD) FOR NATHAN PYLES (ANN 2146-16).

2109
2112
2115
2121
2200
2121
2201
2208
2207
2212
2214
2213
2219
808
820
Sunny Ridge Rd
S Fern St
E Greenhurst Rd

3/22 PZ
Norm

# APPLICATION FOR ANNEXATION/ZONING

City of Nampa, Idaho

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of **$452.00** (for 1 acre or less), and **$910.00** (for more than 1 acre).

**Applicant Information**

Name of Applicant/Representative: Nathan Pyles Phone: 208-550-9492

Address: 6268 W Lake Hazel Rd City: Nampa State: ID Zip Code: 83687

Applicant's interest in property: (circle one) Own Rent Other

Owner Name: Shiloh Management Services, INC Phone: 208-550-9492

Address: 6268 W City: State: Zip Code:

Address of subject property: 2208 Sunny Ridge, Nampa

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

**Subject Property Information**

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

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

☐ **Subdivision** _____ **Lot** _____ **Block** _____ **Book** _____ **Page** _____

**Project Description**

State the zoning desired for the subject property: Single family Residential

State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property:

I would like to Annex this property into Nampa City with the intent to split the lot, and build another single family house next to the existing home.

Dated this 18 day of February, 2016

Applicant Signature

**NOTICE TO APPLICANT**

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

***For Office Use Only:***

File Number: ANN 2146 - 2016 Project Name: _____

12/11/13 Revised

**Annexation and Zoning to RS-6 for 2208 Sunny Ridge Rd. (a .66 acre or 28,954 sq ft portion of the SE ¼ Section 34 T3N R2W BM, SE ¼ Tax 14 less road)** for Nathan Pyles (ANN 2146-16).

**Acting Chairman Rodriguez** proceeded to public hearing.

The applicant was not present.

**Planning Director Holm:**

- Holm noted the applicant had requested annexation and zoning to RS-6.
- The property, added Holm, was just north of the property to the south that was recently annexed.
- The subject property was located on the east side of Sunnyridge Rd and adjacent to the City limits on the east.
- The property owner, continued Holm was requesting annexation so that he would have the ability to split off the eastern portion of the parcel.
- According to Holm, the 28,954 sq ft parcel was currently zoned R-1 in the County, and was designated as Medium Density Residential on the Comprehensive Plan Future Land Use map.
- Holm advised City utilities were located in Sunny Ridge Rd.
- The applicant's intent, added Holm, was to split the parcel and have another dwelling at the back of the subject property.
- **Kehoe** inquired about the location of a proposed driveway to access the back parcel and **Holm** stated it appeared the north side of the lot would be the best location for access to the rear lot.

**Acting Chairman Rodriguez** proceeded to public testimony.
No public comment forthcoming.

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

**Kropp motioned and Kehoe seconded to recommend to City Council approval of the Annexation and RS-6 zoning for 2208 Sunny Ridge Road, Nampa, subject to:**

1. **At the time the parcel is split, in preparation for construction of the second residence on the parcel, the owner will be required to provide utility, ingress/egress, and cross access easements as necessary across the front parcel in favor of the new parcel. Copy of which will be required to be submitted with application for a Building Permit.**
2. **Owner(s) enter into a Curb, Gutter, Sidewalk, and Road Widening Deferral Agreement with the City.**
3. **Annexation into the Nampa Municipal Irrigation System at time the parcel is split, if owner requests to be connected to the City Pressurized Irrigation System.**

**Motion carried.**

# Memorandum

**To:** Planning and Zoning

**Cc:** Daniel Badger, P.E., Staff Engineer

**Cc:** Michael Fuss, P.E., Nampa City Public Works Director

**From:** Jim Brooks – Engineering Division

**Date:** March 9, 2016

**Rev:**

**Applicant:** Nathan Pyles

**Address:** 6268 W. lake Hazel Road, Nampa, Idaho 83687

**Property Address:** 2208 Sunnyridge Road

**Re:** Annexation and Zoning – for Nathan Pyles for future lot split

**ANN2146-16 for the March 22, 2016 Planning & Zoning Meeting**

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Current fire flow at this location is 2,000 GPM.

Right-of-way dedication and annexation was accomplished via Ordinance 3908 in 2010.

The Engineering Division has no concerns with granting this request with the following conditions:

- At time the parcel is split, in preparation for construction of the second residence on the parcel, the owner will be required to provide utility, ingress/egress, and cross access easements as necessary across the front parcel in favor of the new parcel. Copy of which will be required to be submitted with application for a building permit.

- Owner(s) enter into a curb, gutter, sidewalk, and road widening deferral agreement with the City.

- Annexation into the Nampa Municipal Irrigation System at time parcel is split, if owner requests to be connected to the City Pressurized Irrigation System.

**Shellie Lopez**

**From:** Marlen Salinas
**Sent:** Monday, February 22, 2016 11:47 AM
**To:** Shellie Lopez
**Subject:** RE: Annexation to RS-6 2208 Sunny Ridge Road ANN 2146-16

As Per Martin: Property has tall dead vegetation in back of property and other debris on the property

---

**From:** Shellie Lopez
**Sent:** Friday, February 19, 2016 10:47 AM
**To:** Amanda Morse; Beth Ineck; Brent Hoskins; Carl Miller; Craig Tarter; Daniel Badger; Don Barr; Greg Goodman; Jennifer Yost; Jim Brooks; Juan Vergara; Kent Lovelace; Marlen Salinas; Martin Bautista; Michael Fuss; Neil Jones; Patrick Sullivan; Ray Rice; Robin Collins; Sylvia Mackrill; Tina Fuller; Tom Laws; Vickie Holbrook
**Subject:** Annexation to RS-6 2208 Sunny Ridge Road ANN 2146-16

Good Morning Everyone!

ANN 2146-16

Nathan Pyles has requested Annexation and RS-6 zoning designation for approximately 0.66 acres (R3226200000), located North of E. Greenhurst Road at 2208 Sunny Ridge Road, to allow for a future lot split.

The application is scheduled to go before the Planning and Zoning Commission as a public hearing item on the March 22, 2016 agenda.

Please find attached the ANN 2146-16 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to March 10, 2016.

Thank you & have a great day!

*Shellie A. Lopez*
Administrative Assistant II
Planning & Zoning Department
City of Nampa

## Norm Holm

**From:** Eddy Thiel <eddy@nampahighway1.com>
**Sent:** Wednesday, March 09, 2016 10:01 AM
**To:** Norm Holm
**Subject:** ANN 2146-16

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Annexation and Zoning to RS 6 for 2208 Sunny Ridge Rd. for Nathan Pyles as it is an enclave of the City and not within our jurisdiction.

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

Thank you,

Eddy

---

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

*This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation*

## Christopher Daly

**From:** Mark Zirschky <mark@pioneerirrigation.com>
**Sent:** Wednesday, March 09, 2016 10:41 AM
**To:** Christopher Daly
**Subject:** RE: Notice of Public Heaering Planning and Zoning Commission

Christopher,

The proposed changes within the submitted document do not impact any Pioneer Irrigation District owned or operated facilities.

Mark Zirschky, Superintendent
208-459-3617
208-250-8481

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

**From:** Christopher Daly [mailto:dalyc@cityofnampa.us]
**Sent:** Monday, March 07, 2016 4:56 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 Zirschky <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 <johnsonr@cityofnampa.us>; Melissa Close <closem@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Reggie Edwards <edwardsr@cityofnampa.us>; Richard Davies <daviesr@cityofnampa.us>; Eric Skoglund <skoglundl@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Phillip Roberts <robertsp@cityofnampa.us>
**Subject:** Notice of Public Heaering Planning and Zoning Commission

### NOTICE OF PUBLIC HEARINGS BEFORE THE CITY OF NAMPA, IDAHO

**Notice is hereby given that** on March 22, 2016 at 7:00 p.m. (or as soon after 7:00 p.m. as the matter may be heard), in the City Hall Council Chambers, 411 3rd Street South, Nampa, Canyon County, Idaho, public hearings on the following will be held before the Nampa Planning & Zoning Commission:

1) Annexation and Zoning to RS 6 (Single Family Residential – 6,000 sq ft) for 2208 Sunny Ridge Rd (A .66 acre or 28,954 sq ft portion of Section 34, T3N, R2W, BM, SE ¼, Tax 14 in SW ¼ SE ¼ less Road RD) for Nathan Pyles (ANN 2146-16).

2) Conditional Use Permit for Firearms Sales in an RS 6 (Single Family Residential – 6,000 sq ft) zoning district at 7469 Newbrook Dr (A .174 acre or 7,592 sq ft portion of Section 11, T3N, R2W, BM, SE ¼ Sunset Oaks 1 Phase 2 Tax 98236 of Lots 8 & 9 Block 9) for Anthony Smith (CUP 214816).

ORGANIZED 1904

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

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

March 16, 2016

Norman L. Holm
City of Nampa
411 3rd St.
Nampa, ID 83651

**RE: ANN2146-16/ 2208 Sunny Ridge Road**

Dear Norm:

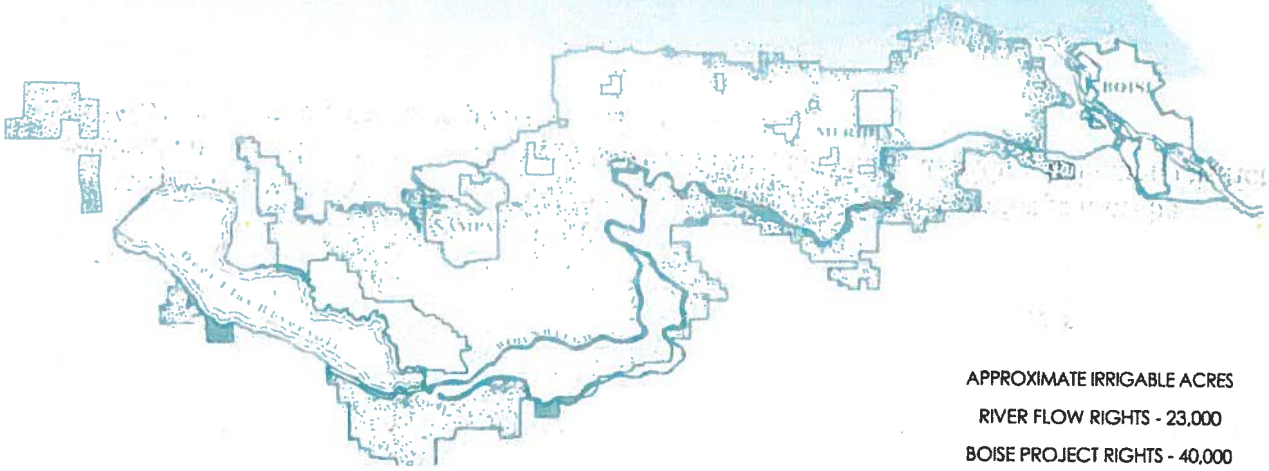
Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application.

All laterals and waste ways must be protected. All municipal surface drainagc must be retained on-site. If any surface drainage leaves the site, Nampa & Meridian Irrigation District (NMID) must review drainage plans.

Sincerely,

Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC/gnf

PC: Office/File



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

# Planning & Zoning Department

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

March 23, 2016

Nathan Pyles
6268 W Lake Hazel Rd
Nampa, ID 83687

Subject: Annexation and Zoning to RS 6 (Single Family Residential – 6,000 sq ft) for 2208 Sunny Ridge Rd (A .66 acre or 28,954 sq ft portion of Section 34, T3N, R2W, BM, SE ¼, Tax 14 in SW ¼ SE ¼ less Road Rd) ANN 2146-16.

Dear Mr. Pyles:

The following is the decision of the Nampa Planning & Zoning Commission on the above matter heard before them on March 22, 2016. This letter will stand as the Findings of Fact, Conclusions of Law and Decision required by Idaho Code Section 67-6535. The Planning & Zoning Commission found the following concerning your annexation and zoning request:

1) The requested annexation is part of a 14-parcel approximately 9.6 acre enclaved area along the east side of Sunny Ridge Rd.
2) The area can reasonably be assumed to be available for the orderly development of the city with the city limits having grown into the area and the adjacent lands have been annexed and developed.
3) The proposed zoning conforms with the city's comprehensive plan future land use map for medium density residential land use and is reasonably compatible with existing and land uses in the area.
4) The property owner is requesting annexation and zoning with intent to split the lot and build another single family home behind and to the east of the existing home.

The Planning & Zoning Commission voted to recommend approval to the City Council subject to the following conditions:

1) At time the parcel is split, in preparation for construction of the second residence on the parcel, the owner will be required to provide utility, ingress/egress, and cross access easements as necessary across the front parcel in favor of the new parcel. Copy of which will be required to be submitted with application for a building permit.
2) Owner(s) enter into a curb, gutter, sidewalk, and road widening deferral agreement with the City.
3) Annexation into the Nampa Municipal Irrigation System at time parcel is split, if owner requests to be connected to the City Pressurized Irrigation System.

Further consideration, public hearing and final action on the matter have been scheduled before the City Council on April 18, 2016. <u>You should be present at this hearing to address any questions the City Council may have</u>. Should you have any questions, please feel free to contact me at 468-5446.

Sincerely,

Norman L. Holm, Planning Director
**CITY OF NAMPA**

411 3rd St. So. • Nampa, ID 83651 • Planning & Zoning Department 208/468-5484 • Fax 208/465-2261

# PLANNING & ZONING DEPARTMENT

## Before the Mayor & City Council
## Meeting of 18 APRIL 2016

# PUBLIC HEARING ITEM NO. 3
# STAFF REPORT

**Applicant(s)/Engineer(s), Representative(s):**
Zoke LLC, Nate Hosac as Applicants, Kelly Kehrer and KM Engineering as representatives
**File(s):** ANN 2153-16 (x. ref. file/case no. CUP 2154-16)
**Analyst:** Robert Hobbs

**Requested Action Approval(s)/Recommendation(s) & Project Area/Location:**

1. **Annexation and Zoning Assignment of a RMH (High Density Multiple Family Residential) Zone (Decision Required** – *Decision*):
   Of and upon certain land addressed as 820 and a portion of 1002 N. Happy Valley Road (comprising a 4.536 acre parcel of land -- being situated in a portion of Lots 1 and 2 of Orchalara Heights in the SW ¼ of the SW ¼ of Section 18, T3N, R2W, BM, Canyon County, Idaho) – hereinafter the "Property"...

In order to facilitate construction/development of a 99-bed skilled nursing facility on the afore-captioned Property (hereinafter the "Project")...

Per the Application narrative, the facility is intended to, "...house people who require full-time care as they transition from a hospital environment to a more self-sustaining situation. The building will house a rehabilitation center, staff offices, resident rooms, a full-size kitchen, dining areas, and other amenities designed to enhance the experience of the people staying at the facility. Eventually, the facility is intended to employ in excess of 100 people who will provide all of the services required to house up to 99 residents."

**History:**
No prior land use/entitlement history has been discovered in association with the Property intended for development as noted in this report. The Nampa City Planning and Zoning Commission, during their regularly scheduled public hearing of March 22, 2016, voted to recommend to the City Council that they approve the above referenced annexation and zoning assignment, contingent on Developer/Project compliance with the following conditions:

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 Rezone and Development Agreement and Conditional Use Permit do not, and shall not have, the affect of abrogating requirements from those agencies in connection with entitlement of the Property; and,

Specifically:

2. That the 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 Developer 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 annexed and zoned RMH. Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this composite application submittal as accepted, or accepted with required changes, by the City's Council. (Note: the Commission recommended that, as part of the Agreement's conditions, the following stipulations be made against the Project:

    a. That all on-site building and any parking lot lighting be boxed/shielded, down directed and that foot-candle output of fixtures [particularly on the east and south sides of the building(s)] be kept to a minimum; and,

    b. That a six foot (6') high vinyl fence be placed around the perimeter of the Project on its north, east and south sides; and,

    c. That a "good screen" producible in the "near future" by use of landscape materials (particularly trees) to buffer the Property from the neighboring residential properties to the east and south of the Property be provided.

Following their taking action on the annexation and zoning assignment request, the Commission voted to approve the Conditional Use Permit aspect of the entitlement application package – see attached Commission hearing minutes, pages 25-31. (Notwithstanding, the Conditional Use Permit will only be of force and effect if the Property is annexed and zoned as proposed by the Applicant(s).

## ANNEXATION/[RE]ZONING CONCLUSIONS OF LAW

**10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted Comprehensive Plan for the neighborhood.**

## ANNEXATION/[RE]ZONING FINDINGS OF FACT

**Pertaining To The 4.536 Acres Of Land Requested To Be Annexed and Zoned RMH, Staff Notes That It May Be Found:**

1. **Surrounding City Zoning:**
   That City RMH zoned land adjoins the Property to the west (across Happy Valley Road) and City BC zoning overlay parcels to the north of the Property across Stamm Lane (see attached Vicinity Map); and,

2. **Surrounding Land Uses:**
   That a hospital, commercial shopping center, stand alone businesses, car lots, single-family detached residences and open land surround, or are in proximity to, the Property; Most directly abutting the Property is a newly approved/developing 256-unit apartment project (across Happy Valley); 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 commercial and residential uses (including transitional varieties of the same); that an annexation pathway exists providing a chain of connectivity between land already in the City's limits and the Property so that a "shoe string" connection is not forced/caused by virtue of this application; 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 skilled nursing facility development, and, given other physical factors bearing on the Property (i.e., pre-developed residential parcels to the immediate north, east and south, the Property's location across Stamm an intervening parcel from the Gateway Shopping Center, the Property's position directly across Stamm Lane from a high density residential development site, and, yet at the same time the juxtapositioning of the Property against a high-traffic arterial right-of-way while lacking size and depth adequate for a small subdivision with a hammerhead design), said Property is not easily made marketable for single-family, commercial, or especially, 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.

5. **Promotion of Zoning Purpose(s):**
That one of the multiple purposes of zoning strives to ensure orderly, systematic development and patterns thereof which promote public health, safety and welfare. Included in the regulations therefore governing subdivision development are standards appertaining to housing density, building setbacks, building heights, provision of parking for housing, yard landscaping maintenance, street dimensions and composition standards, street lighting regulations, etc. We find that the Project proposes an orderly concept development plan – some details of the same to be iterated hereafter; and,

6. **Comprehensive Plan:**
That the currently adopted (Feb. 2012) Comprehensive Plan Future Land Use Map designates the Property as being within, and suitable for, "Community Mixed Use" development. An area of "High Density Residential" is overlaid on land west of, and abutting, the Property. An area of "Highway Commercial" is overlaid on land north of, and nearby the Property. Land to the east and south of the Property is also established in a setting of "Community Mixed Use" according to the currently adopted City Master Plan.

   According to the City's Comprehensive Plan, the "Community Mixed Use" setting districts, "...are recommended locations for development of activity centers that are specifically planned to include commercial uses, would focus on more communitywide needs and services. These areas should be sited along major transportation corridors. Community Mixed Use Principles: a. Provide an interconnection circulation system that is convenient for automobiles, pedestrians and transit; b. Located on major transportation corridors; c. May include higher densities residential; and, d. Landscape areas."

   The "Community Mixed Use" setting has been deemed as supporting of, and harmonious with, residential zones' allowed land uses and directly with City RMH allowed densities (i.e., dwelling units per acre [du/a]); the Project proposes a singular skilled nursing home facility, conceptually built in three linked sections...

7. **Further, that:**
The Property is currently within Canyon County's jurisdiction and zoned RR (Rural Residential); and,

   a. The area within which the Property lies has been established by the City's Comprehensive Plan as being slated for "Community Mixed Use" residential -- or noted as a location where such is anticipated to be developed; and,

   b. The Applicant has requested the Property be rezoned to RMH in conjunction with proposing that development of a skilled nursing [home] facility, which also requires Conditional Use Permit approval to be allowed; and,

   c. Besides other relevant applications, a complete CUP application for a skilled nursing home facility has been submitted to the City by the Applicant, reviewed and approved by the City contingent on annexation and RMH zoning assignment to the Property; and,

d. Agency/City Department comments have been received regarding this matter. Such correspondence as received from agencies or the citizenry regarding this application package [received by noon April 13, 2016] is hereafter attached to this report.

1. City Engineering has no objection(s) concerning the annexation/zoning or Conditional Use Permit applications, and has provided recommended requirements in the event that Property is annexed/zoned and the proposed Project entitled for development; and,

2. City's Building Department has no objection to the Project and has provided a recommended requirement in the event that Property is annexed/zoned and the proposed Project entitled for development; and,

3. The Nampa Highway District has no objection to the Property being annexed/zoned and the Project entitled for development; and,

4. Pioneer Irrigation District has no objection to the Property being annexed/zoned and the Project entitled for development...

e. The Planning and Zoning Commission received commentary from surrounding property owners or neighbors (either supporting or opposing this request) during their regularly scheduled public hearing of March 22, 2016 when this matter was last heard by that body. A copy of the hearing minutes from that meeting is hereto attached that contains a summary of their comments.

## RECOMMENDED CONDITION(S) OF APPROVAL

Should the City Council vote to approve the requested Annexation and related proposed Zoning Assignment application to incorporate the Property into the limits of the City of Nampa and assign the Property RMH zoning as requested (providing thereby *de facto* vestment of the Commission's approved Conditional Use Permit associated with this matter), then Staff would suggest that the Council impose the following Conditions of Approval against the Development/Applicant as part of the Annexation/Zoning Assignment's conditions set:

**Generally:**

1. Developer(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 Rezone and Development Agreement and Conditional Use Permit do not, and shall not have, the affect of abrogating requirements from those agencies in connection with entitlement of the Property; and,

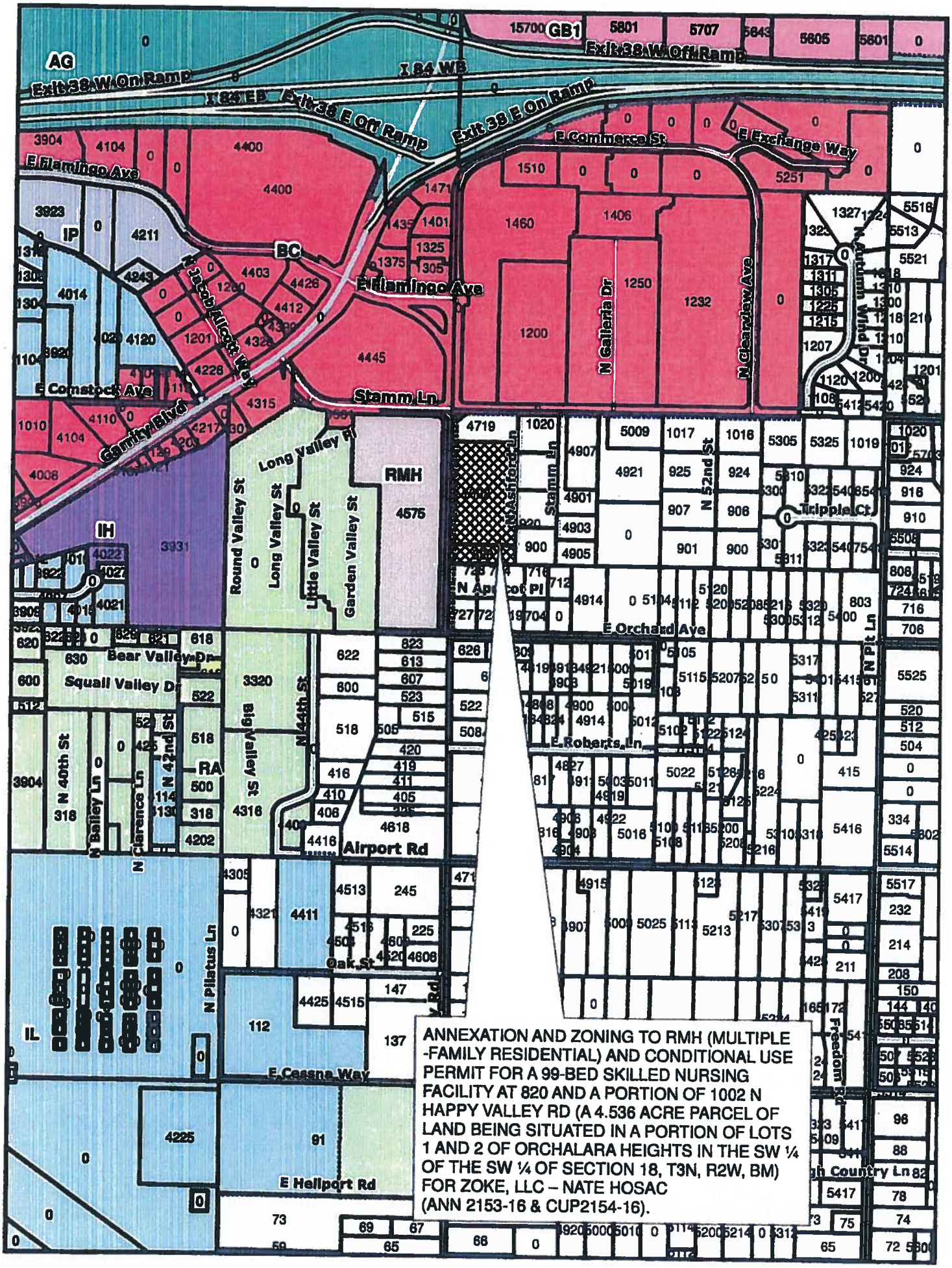
**Specifically:**

2. That the 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 Developer and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Developer's request for the Property to be zoned RMH. Inclusively, the

Agreement shall contain any/the concept development plans proposed by virtue of this composite application submittal as accepted, or accepted with required changes, by the City's Council…

## ATTACHMENTS

- Copy of Vicinity Map (page/Exhibit 7)
- Copy of Applicant's representative's Project narrative [letter] (page/Exhibit 8)
- Copy of Annexation Application (page/Exhibit 9)
- Copy of aerial photo of Property with property address numbers (page/Exhibit 10)
- Copy of aerial photo of Property and surrounds showing Comprehensive Plan settings GIS activated layer over same area (page/Exhibit 11)
- Copy of current (4/13/16) conceptual Project site/landscape plan (page/Exhibit 12)
- Copy of current (4/13/16) conceptual Project elevations plan (page/Exhibit 13)
- Copy(ies) of City department, outside City agency and/or citizen correspondence (pages/Exhibits 14-21)
- Copies of citizen correspondence (pages/Exhibits 22-25)
- Copy of March 22, 2016 Commission hearing minutes (pages/Exhibits 26-32)
- Copy of draft Development Agreement (pages/Exhibits 33-44)




ANNEXATION AND ZONING TO RMH (MULTIPLE -FAMILY RESIDENTIAL) AND CONDITIONAL USE PERMIT FOR A 99-BED SKILLED NURSING FACILITY AT 820 AND A PORTION OF 1002 N HAPPY VALLEY RD (A 4.536 ACRE PARCEL OF LAND BEING SITUATED IN A PORTION OF LOTS 1 AND 2 OF ORCHALARA HEIGHTS IN THE SW ¼ OF THE SW ¼ OF SECTION 18, T3N, R2W, BM) FOR ZOKE, LLC – NATE HOSAC (ANN 2153-16 & CUP2154-16).

km ENGINEERING

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

8

February 26, 2016
Project No. 16-026

Mr. Robert Hobbs
City of Nampa
411 3rd Street South
Nampa, ID 83651

**RE: 820 and 1002 North Happy Valley Road – Nampa, ID**
**Annexation/Zoning/CUP Application**

Dear Mr. Hobbs:

On behalf of Zoke, LLC, we are pleased to submit the attached application and required supplements for the annexation and zoning of the property referenced above. In addition, you will also find a conditional use permit application. Please accept this letter as the required written narrative regarding the project.

The project site encompasses 4.536 acres on the east side of Happy Valley Road south of Stamm Lane and is presently zoned RR in Canyon County. This application proposes to annex the property into the City of Nampa with the RMH zoning designation, which is consistent with the Community Mixed Use land use designation as outlined in the City's Comprehensive Plan. With the issuance of a conditional use permit, this designation is also appropriate to accommodate the anticipated use for the site, which is a 99-bed skilled nursing facility that will house people who require full-time care as they transition from a hospital environment to a more self-sustaining situation. The building will house a rehabilitation center, staff offices, resident rooms, a full-size kitchen, dining areas, and other amenities designed to enhance the experience of the people staying at the facility. Eventually, the facility is intended to employ in excess of 100 people who will provide all of the services required to house up to 99 residents.

A site plan has been included with this application to aid in your review of the conditional use permit request. While it is preliminary in nature, the owner feels that it is an accurate representation of the general concept for development of the site.

Should you have questions or require further information in order to process this application, please let me know as soon as possible.

Sincerely,
**KM Engineering, LLP**

Kelly Kehrer, P.E., P.L.S.
Principal Engineer & Land Surveyor

cc: Zoke, LLC

ANN 2153-16 qo 9

3/22 PZ
Robert

# APPLICATION FOR ANNEXATION/ZONING

City of Nampa, Idaho

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of **$452.00** (for 1 acre or less), and **$910.00** (for more than 1 acre).

**Applicant Information**

Name of Applicant/Representative: Zoke, LLC - Nate Hosac Phone: 208.867.4061

Address: 408 S. Eagle Rd., Ste. 110 City: Eagle State: ID Zip Code: 83616

Applicant's interest in property: (circle one) Own Rent (Other) under contract to purchase

Owner Name: Dennis Fulcher & Amy Fulcher Phone: _____

Address: 1002 N. Happy Valley Rd. City: Nampa State: ID Zip Code: 83687

Address of subject property: 820 & 1002 North Happy Valley Road

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

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

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

☐ **Subdivision**_____ **Lot**_____ **Block**_____ **Book**_____ **Page**_____

**Project Description**

State the zoning desired for the subject property: RMH

State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property:

See attached letter

Dated this 26 day of February, 2016

Applicant Signature

**NOTICE TO APPLICANT**

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

***For Office Use Only:***

File Number: ANN 2153 - 2016 Project Name: ANNEX + RMH FOR PORTION OF 1002 + 820 N. HAPPY VALLEY RD
ZOKE, LLC (NATE HOSAC)

12/11/13 Revised

# Map

10

Address Candidates

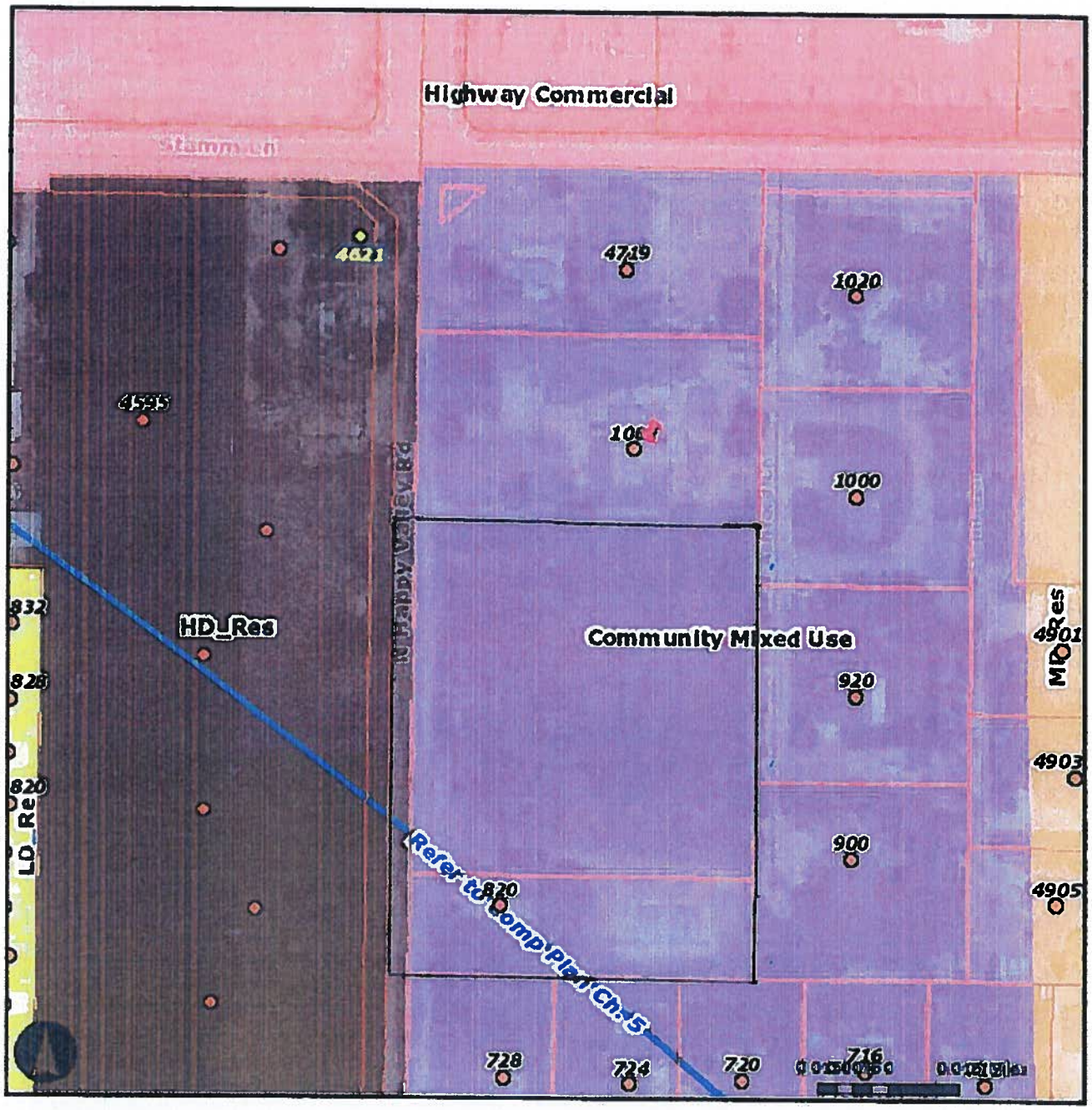
County Parcels

Address Points

- Active
- Hold
- Proposed
- Retired
- Other

# Map

11

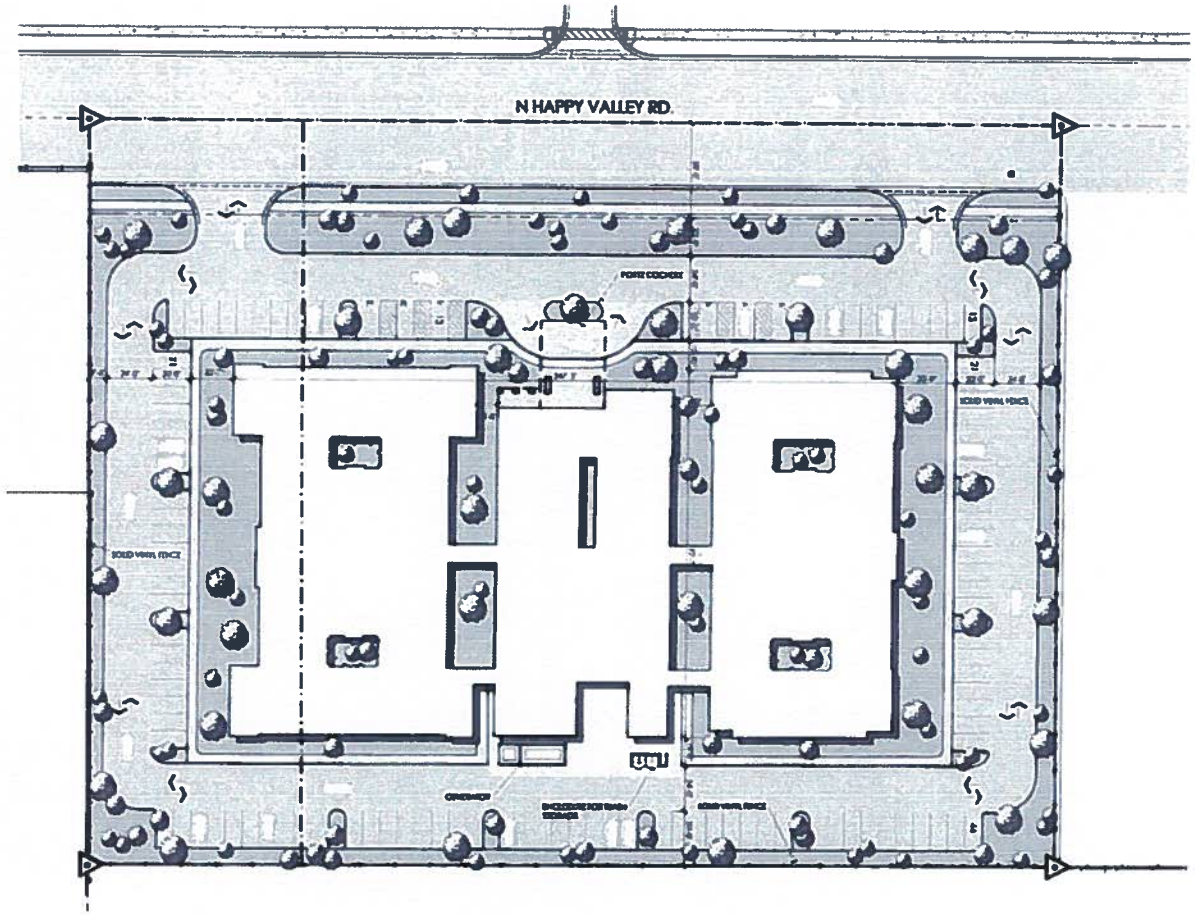



Address Candidates

County Parcels

Address Points

- Active
- Hold
- Proposed
- Retired
- Other




## SITE INFORMATION:

| | |
|---|---|
| APN: | 25007000 0<br>25007010 0 |
| GROSS AREA: | 4.65 ACRES |

## BUILDING DATA:

| | |
|---|---|
| OCCUPANCY: | I-2 (SNF) |
| CONSTRUCTION TYPE: | VA |
| STORIES: | 1 |
| BUILDING AREA: | |
| PATIENT WING 1: | ±20,240 S.F. |
| PATIENT WING 2: | ±17,130 S.F. |
| ADMINISTRATION: | ±14,930S.F. |
| TOTAL BUILDING AREA: | ±52,300 S.F. |
| PROPOSED BED COUNT: | |
| PRIVATE: | 20 BEDS |
| SEMI-PRIVATE: | 79 BEDS |
| TOTAL: | 99 BEDS |

## PARKING TABULATION:

| | |
|---|---|
| REQUIRED PARKING : | |
| S.N.F. (1 PER 4 BED): | 22 |
| PROPOSED PARKING PROVIDED: | |
| STANDARD SPACES: | 106 |
| HANDICAP SPACES: | 6 |
| TOTAL PROPOSED SPACES: | 112 |

PROPOSED OVERALL SITE PLAN

SCALE: 1"=30'-0"

# CASCADIA HEALTHCARE - SKILLED NURSING FACILITY

## NAMPA, IDAHO

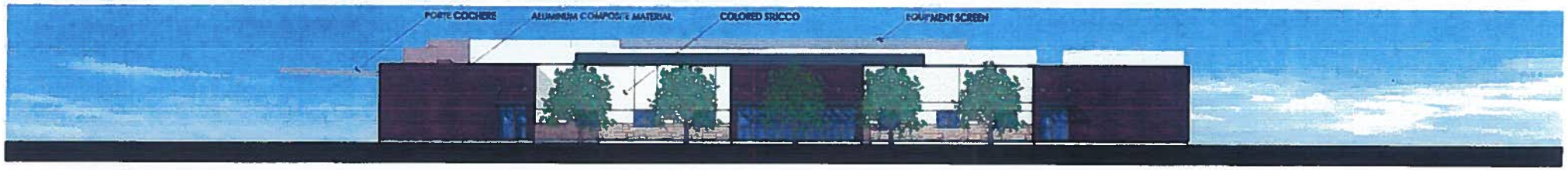
ARCHITECTURE • INTERIORS • PLANNING
32 NORTH RAMPART STREET, SUITE 101
ORANGE, CA 92868 • P:714.937.1985
PROJECT#:16014 APRIL 11, 2016

12

**NORTH ELEVATION**

**EAST ELEVATION**

**SOUTH ELEVATION**




**WEST ELEVATION**

# CASCADIA HEALTHCARE SKILLED NURSING FACILITY

## *NAMPA, IDAHO*

3

# Memorandum

**To:** Planning and Zoning

**Cc:** Daniel Badger, P.E., Staff Engineer

**Cc:** Michael Fuss, P.E., Nampa City Public Works Director

**From:** Jim Brooks – Engineering Division

**Date:** March 9, 2016

**Rev:**

**Re:** Annexation and Zoning – for Zoke, LLC.

**Applicant:** Zoke, LLC. Nate Hosac

**Addresses:** 820 & 1002 Nor. Happy Valley Road

**ANN2153-16 for the March 22, 2016 P & Z Meeting**

---

With construction of the 12" water main extension, fire flow at this location is anticipated to be better than 2,000 GPM.

The Engineering Division has no concerns with granting this request with the following conditions:

**General:**

- Annexation and Zoning to include annexation into the Municipal Irrigation District at the time of connect to the City's pressure irrigation system.
- That a development agreement is entered into with the City that will stipulate compliance with all Adopted City development standards.
- At time of development of the site, the developer shall extend all public utilities to and through the site in accord with current City Policy and Master Plans. These improvements will include, but not be limited to-
  - Sewer
  - Water
  - Pressure Irrigation
  - Storm drainage-both on and off-site
  - Gravity Irrigation-Either continued delivery to, or wastewater from adjacent properties
- Granting of any access or facility easements for and to the City of Nampa and any other utility company or jurisdictional entity as necessary for the operation and maintenance of any utility existing, proposed, or relocated with the development of this site.

#6 15

- Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by:
  - Domestic Well - the Idaho Department of Water Resources
  - Septic Systems – Southwest District Health Department
  - Copies of all related documents certifying that the well and septic systems have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.

**Access and Right-of-Way**

- Access shall be in accord with the current adopted Access Management Policy.
- Right-of-way dedication required.
  - Happy Valley Road – Functional Classification is minor arterial. Width shall be 50' from centerline of Happy Valley Road for half of a future 100' right of way.
- Full frontage improvements are required and will include, but not be limited to-
  - Curb, gutter, and sidewalk
  - Pavement widening and striping as required
  - Landscaping as required
  - Stormdrainage

16

**Shellie Lopez**

**From:** Neil Jones
**Sent:** Tuesday, March 08, 2016 7:07 AM
**To:** Shellie Lopez
**Subject:** RE: Annex 820 & 1002 N Happy Valley Rd & CUP 99 bed Nursing Home ANN2153 & CUP2154

When they get ready to build the owner will need to pull Building permits from the City of Nampa Building Department.

Neil Jones
Assistant Building Official

**From:** Shellie Lopez
**Sent:** Tuesday, March 01, 2016 4:27 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 <brooksj@cityofnampa.us>; Marien 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:** Annex 820 & 1002 N Happy Valley Rd & CUP 99 bed Nursing Home ANN2153 & CUP2154

**Good Afternoon!**

**ANN 2153-16 & CUP 2154-16:**
KM Engineering, LLP on behalf of Zoke, LLC has requested Annexation to RMH (Multiple-Family Residential District) zone & a Conditional Use Permit for the property located at 820 & 1002 N Happy Valley Road, a 6.41 acre parcel (18 – 3N- 1W SW Orchalara Heights Subdivision TX 11 & 01342, Lots 1, & 2).

Zoke, LLC is requesting the CUP to operate a 99-bed skilled nursing facility that will house people who require full time care as they transition from a hospital environment to a more self-sustaining situation.

The Annexation & Conditional Use Permit applications will go before the Planning & Zoning Commission as a public hearing item on the March 22, 2016 agenda.

Please find attached the ANN 2153-16 & CUP 2154-16 files for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than March 9th.

Thank you & have a great day!

109 17

## Norm Holm

**From:** Eddy Thiel <eddy@nampahighway1.com>
**Sent:** Wednesday, March 09, 2016 10:08 AM
**To:** Norm Holm
**Subject:** ANN 2153-16 & CUP 2154-16

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Annexation and zoning to RMH and Conditional Use Permit for a 99-bed Skilled Nursing Facility at 820 and a portion of 1002 N Happy Valley Rd, for Zoke, LLC - Nate Hosac as it is not within our jurisdiction.

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

Thank you,

Eddy

---

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

*This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation*

DE 18

**Christopher Daly**

**From:** Mark Zirschky <mark@pioneerirrigation.com>
**Sent:** Wednesday, March 09, 2016 10:41 AM
**To:** Christopher Daly
**Subject:** RE: Notice of Public Heaering Planning and Zoning Commission

Christopher,

The proposed changes within the submitted document do not impact any Pioneer Irrigation District owned or operated facilities.

Mark Zirschky, Superintendent
208-459-3617
208-250-8481

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

**From:** Christopher Daly [mailto:dalyc@cityofnampa.us]
**Sent:** Monday, March 07, 2016 4:56 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 Zirschky <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 <johnsonr@cityofnampa.us>; Melissa Close <closem@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Reggie Edwards <edwardsr@cityofnampa.us>; Richard Davies <daviesr@cityofnampa.us>; Eric Skoglund <skoglundl@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Phillip Roberts <robertsp@cityofnampa.us>
**Subject:** Notice of Public Heaering Planning and Zoning Commission

## NOTICE OF PUBLIC HEARINGS BEFORE THE CITY OF NAMPA, IDAHO

**Notice is hereby given that** on March 22, 2016 at 7:00 p.m. (or as soon after 7:00 p.m. as the matter may be heard), in the City Hall Council Chambers, 411 3rd Street South, Nampa, Canyon County, Idaho, public hearings on the following will be held before the Nampa Planning & Zoning Commission:

1) Annexation and Zoning to RS 6 (Single Family Residential – 6,000 sq ft) for 2208 Sunny Ridge Rd (A .66 acre or 28,954 sq ft portion of Section 34, T3N, R2W, BM, SE ¼, Tax 14 in SW ¼ SE ¼ less Road RD) for Nathan Pyles (ANN 2146-16).

2) Conditional Use Permit for Firearms Sales in an RS 6 (Single Family Residential – 6,000 sq ft) zoning district at 7469 Newbrook Dr (A .174 acre or 7,592 sq ft portion of Section 11, T3N, R2W, BM, SE ¼ Sunset Oaks 1 Phase 2 Tax 98236 of Lots 8 & 9 Block 9) for Anthony Smith (CUP 214816).

19

3) Annexation and Zoning to RMH (Multiple-Family Residential) and Conditional Use Permit for a 99-bed Skilled Nursing Facility at 820 and a portion of 1002 N Happy Valley Rd (A 4.536 acre parcel of land being situated in a portion of Lots 1 and 2 of Orchalara Heights in the SW ¼ of the SW ¼ of Section 18, T3N, R2W, BM) for Zoke, LLC – Nate Hosac (ANN 2153-16 & CUP2154-16).

Details of the above hearing items are available for review in the Planning & Zoning Department of City Hall during normal business hours. Copies of staff reports on the individual applications will be available upon request for public review or available online for download through the staff reports link at http://www.cityofnampa.us/agendacenter on the Thursday prior to the hearing date. Individuals, who require language interpretation or special assistance to accommodate physical, vision or hearing impairments, please contact the Planning Department in City Hall or call (208) 468-5484.

Date: February 29, 2016

Norman L. Holm

Norman L. Holm, Planning Director

PUBLISH: March 4, 2016

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.

20

ORGANIZED 1904

# Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

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

March 16, 2016

Norman L. Holm
City of Nampa
411 3rd St.
Nampa, ID 83651

**RE: ANN2153-16 & CUP2154-16**

Dear Norm:

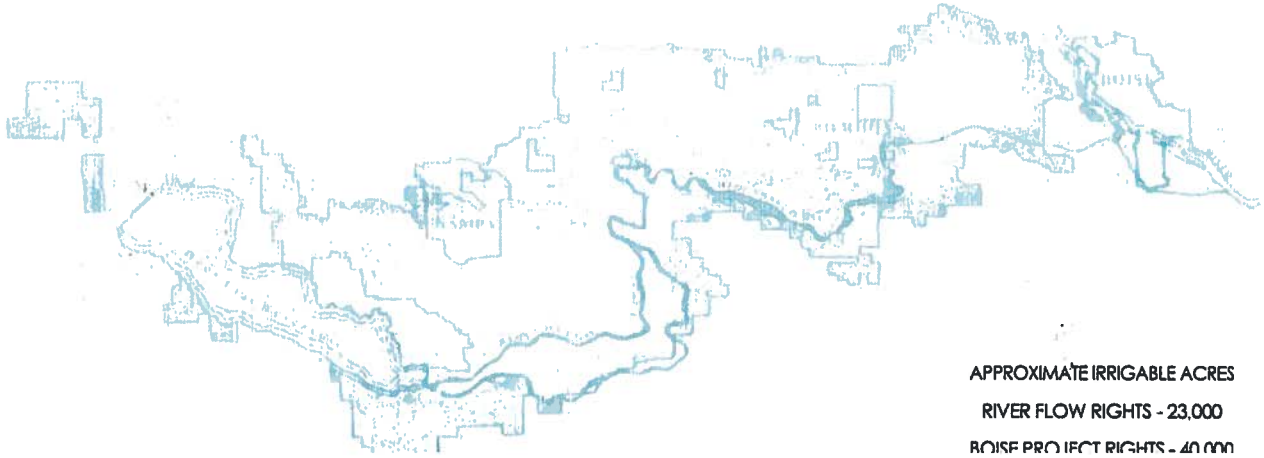
Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application.

All laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, Nampa & Meridian Irrigation District (NMID) must review drainage plans.

Sincerely,

Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC/gnf

PC: Office/File



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

21

**Sylvia Mackrill**

**From:** Kent Lovelace
**Sent:** Wednesday, March 02, 2016 3:30 PM
**To:** Sylvia Mackrill
**Subject:** RE: Annex 820 & 1002 N Happy Valley Rd & CUP 99 bed Nursing Home ANN2153 & CUP2154

no violations seen at this time

**From:** Shellie Lopez
**Sent:** Tuesday, March 01, 2016 4:27 PM
**To:** Amanda Morse; Beth Ineck; Brent Hoskins; Carl Miller; Craig Tarter; Daniel Badger; Don Barr; Jennifer Yost; Jim Brooks; Marlen Salinas; Michael Fuss; Neil Jones; Patrick Sullivan; Ray Rice; Robin Collins; Sylvia Mackrill; Tina Fuller; Tom Laws; Vickie Holbrook
**Subject:** Annex 820 & 1002 N Happy Valley Rd & CUP 99 bed Nursing Home ANN2153 & CUP2154

**Good Afternoon!**

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Please find attached the ANN 2153-16 & CUP 2154-16 files for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than March 9th.

Thank you & have a great day!

*Shellie A. Lopez*
Administrative Assistant II

22

Nampa Planning & Zoning Commission, March 21 2016

Dear Sirs,

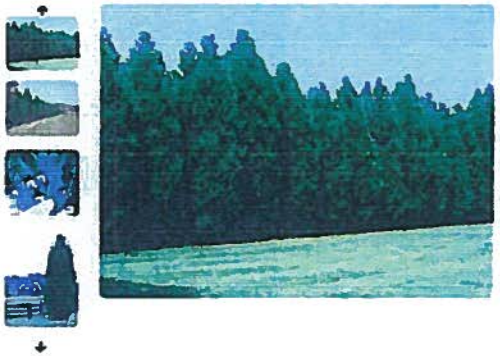
We as owners of the 1 acre plot and residence directly east of the proposed nursing Facility are requesting that the following conditions be made part of the permit for this development.

1. A privacy fence around the rear (east) parking lot. This will block any headlights from shining into our home.
2. A berm along the southern and eastern boundaries of the total property. This berm to have planted on top of it the following
3. Non-deciduous trees such as "Leyland pines". These trees to have a DBH caliper of no less than 4"inches and to be placed every 8-10 feet long both the Southern and Easter boundaries. This will provide a landscaped type of screening from the residential neighbors to the east and south of the proposed development. The approximate linier footage of the berm would be 1000' and require 100-120 trees.

David s. Fiddler

Maria t. Fiddler

RECEIVED
MAR 2 1 2016



# Leyland Cypress

★★★★½ 77 Reviews | Q&A

Reg.-$32.90
Save: $16.95 (50%)

**$16.95**

Ship: Tomorrow

**1. Height**

| 6-7 ft. | 5-6 ft. | 4-5 ft. | 3-4 ft. |
|---|---|---|---|
| $129.95 | $99.95 | $79.95 | $47.95 |

1-2 ft. $36.95

**2. Quantity** 1

**3. Extras**

- ☐ Planting Mix $6.95
- ☐ Root Rocket™ Fertilizer $4.95

Buy Now ▶

## AMERICA'S MOST PLANTED PRIVACY TREE!

- Grows up to 3-5 ft. per year!
- Feathery soft texture
- Drought Tolerant

Leylands are the most popular privacy tree in the U.S.A.They grow very fast and thicken to create a solid wall.

It's feathery texture is soft to the touch. Stays green all year-round, giving you complete privacy.

Grows rapidly... up to 3-5 ft. per year! Easily pruned to your desired height and shape.

Even without trimming, your Leyland Cypress trees will grow in a uniform, symmetrical shape that gives you a dense, living wall.

Fast growers and adaptable to a variety of soils and conditions, even sandy and clay.

Space your Leylands 8 ft. apart for a privacy hedge or further apart for a spacious property border.

You get hardy, vibrant trees, that will give you the fastest growth possible. And for quickest privacy, you can still order from our limited supply of taller Leyland Cypress trees.

Growing Zones: 6-10

This plant is recommended for zones: 6-10 (green area above)

You are in Growing Zone: 7

| | |
|---|---|
| Mature Height: | 40-60 ft. |
| Mature Width: | 20-25 ft. |
| Sunlight: | Full Sun |
| Drought Tolerance: | Good |

Google Trusted St

24

# Portland Trees

Call before you cut

phone: (503) 823-TREE (8733) email: trees@portlandoregon.gov 1900 SW 4th Avenue, Portland, OR 97201

## How to Measure a Tree

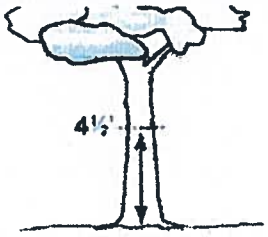
For closed-captioning, watch this video on YouTube.com (https://www.youtube.com/watch?v=R9eC9qFrSVs).

Diameter at breast height, or DBH, is the standard for measuring trees. DBH refers to the tree diameter measured at 4.5 feet above the ground.

DBH can be measured quickly with a specially calibrated diameter tape, often referred to as a d-tape, that displays the diameter measurement when wrapped around the circumference of a tree. If you don't have access to a d-tape, you can find the diameter of the tree using a string, a measuring tape, a thumb tack, and a calculator.

With the measuring tape, measure 4.5 feet up the trunk of the tree from the ground. Use a thumb tack to mark the height on the tree. Wrap your string around the tree trunk at 4.5 feet. Make sure the string is straight and tight around the trunk, and mark or cut the circumference on the string.
Measure the length of string to get the circumference of the tree.
Convert the circumference measurement to diameter by dividing the circumference by pi (3.14).

**Figure 80-4**
**Measuring Tree Size for Existing Trees**



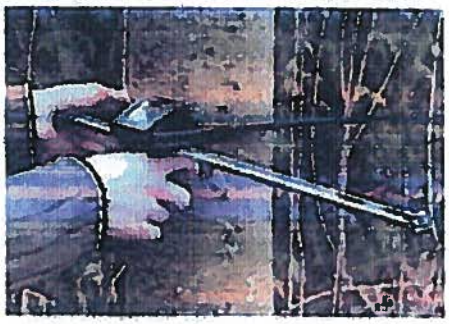

When the trunk is at an angle or is on a slope, the trunk is measured at right angles to the trunk 4.5 feet along the center of the trunk axis, so the height is the average of the shortest and the longest sides of the trunk; see Figure 80-5.

# Diameter at breast height

From Wikipedia, the free encyclopedia

**Diameter at breast height**, or **DBH**, is a standard method of expressing the diameter of the trunk or bole of a standing tree. DBH is one of the most common dendrometric measurements.

Tree trunks are measured at the height of an adult's breast. However, this is defined differently in different countries and situations. In continental Europe, the UK, and Canada the diameter is measured at 1.3 metres above ground.[1] In the US, Australia, New Zealand, Burma, India, Malaysia, and South Africa, breast height diameter is measured at a height of 1.4 metres. Previously 4.5 ft (1.37 m) was used.[2] In many cases the height makes little difference to the measured diameter. Ornamental trees are usually measured at 1.5 metres above ground.



Electronic caliper can measure diameter at breast height (DBH) and send measured data online via Bluetooth to your field computer.

However, some authors[3] maintain that the term DBH should be abolished precisely because the heights at which the diameter is measured are so variable and because it may strongly influence forestry calculations such as biomass. Instead $D_x$ was proposed whereby the $x$ denotes the exact height above the floor (and along the stem) at which the diameter is measured. For instance $D_{130}$ denotes a diameter measured at 130 cm above the floor and along the stem.

On sloping ground, the "above ground" reference point is usually taken as the highest point on the ground touching the trunk, but some use the average between the highest and lowest points of ground. If the DBH point falls on a swelling in the trunk it is customary to measure the girth below the swelling at the point where the diameter is smallest. Other ambiguous settings for determining the exact place where to measure the diameter is given in Dahdouh-Guebas & Koedam (2006) (*http://dx.doi.org/10.1016/j.foreco.2005.10.076*).

Treetec, a company based in Melbourne, has created a free online calculator to determine the DBH for multi-stemmed trees as per AS 4970-2009 Protection of Trees on Development Sites. [1] (http://www.treetec.net.au/TPZ_SRZ_DBH_calculator.php)

The two most common instruments used to measure DBH are a girthing (or diameter) tape and calipers.

A girthing tape actually measures the girth (circumference) of the tree; the girthing tape is calibrated in divisions of $\pi$ centimetres (3.14159 cm). The measure assumes the trunk has a circular cross-section and gives a directly converted reading of the diameter. It is accurate for most plantation trees.

Calipers consist of two parallel arms one of which is fixed and the other able to slide along a scale. Calipers are held at right-angles to the trunk with the arms on either side of the trunk. Precision can be improved on non-circular stems by averaging two caliper measurements taken at right-angles. Electronic calipers are also available enabling highly accurate measurements to be taken and stored for further analysis.

**radio or television receivers off the premises or causes fluctuations in line voltage off the premises. Home Occupations involving storage of flammable or combustible materials shall conform to the City Fire Code for residential occupancy.**

**i) Sales: Infrequent residential or out of home sales (i.e. garage sales, estate auctions/sales, moving sales, block sales, patio sales) may occur in residential areas*, provided sales are conducted not more than 3 days at a time and no more frequently than once per calendar quarter. The seller shall not be in the business of regularly selling the same or similar property as that which is offered for sale at the yard. No Temporary Use Permit is required for this kind of activity.**
**(*-- It should be noted here that Condition I, above that addresses sales was drafted to address the type of sales mentioned/typified. Out of home sales related to uses like the one at hand as well as activities like Tupperware or similar parties, Avon sales or similar, Scentsy parties or similar, sale of other products other than firearms [e.g. woodcrafts, food items, handicrafts, machine parts, Craigslist items [including personal belongings] etc, should be kept to reasonable levels in residential areas but there is no specific science behind what transaction counts should be...).**

**Motion carried.**

**Annexation and Zoning to RMH and Conditional Use Permit for a 99-bed Skilled Nursing Facility at 820 and a portion of 1002 N Happy Valley Rd. (A 4.536 acre parcel of land being situated in a portion of Lots 1 and 2 of Orchalara Heights in the SW ¼ of Section 18 T3N R2W BM),** for Zoke, LLC – Nate Hosac (ANN 2153-16 and CUP 2154-16)

**Acting Chairman Rodriguez** proceeded to public hearing.

**Kelly Kehrer of KM Engineering, LLP, 9233 W State St, Boise – representing the applicants:**

- Mr Kehrer stated they were requesting RMH zoning, which would be consistent with the Comprehensive Plan designation of Community Mixed Use.
- A skilled nursing vicinity was planned for the subject property, added Mr Kehrer.
- Mr Kehrer stated the applicants were in agreement with the Staff Report.

**Owen Hammond of 408 S Eagle Rd, Eagle – representing the applicants:**

- Mr Hammond stated he was a principal in Cascadia Health Care, the company that would be developing and operating the proposed nursing facility.
- Mr Hammond stated he had been in the industry for 8 years, specifically in operation of skilled nursing transitional care facilities.
- According to Mr Hammond, the majority of skilled nursing facilities are on a 50 to 60 year old framework. Convalescent homes were built and have transitioned to more of a short term rehab setting, noted Mr Hammond.
- The needs and wants of the subject population, added Mr Hammond, have changed over the years and require a different type of setting.
- What has been proposed, explained Mr Hammond, was a state of the art transitional rehab facility that will be a low impact nursing home where patients will go and transition from a hospital setting for the short term and then transition to an assisted living facility or their home.
- The facility, noted Mr Hammond, would provide approximately 125 skilled jobs to the Nampa area.
- According to Mr Hammond, it was important to be as close as possible to the hospital because the patients are being pushed from hospital settings into rehab transitional care facilities.
- Mr Hammond stated the applicants had talked to the residents/property owners adjacent to the proposed facility, and they were agreeable to this type of setting.
- It was hoped, continued Mr Hammond, to work with the neighbors and make the facility as low impact as possible while still being able to operate the facility in the manner in which it needs to be.
- A lot of research had been done, noted Mr Hammond, and it was found that people do not want to be in a convalescent home, they want to be in a setting where they feel they are transitioning to home.
- Kehoe inquired what the average age of patient would be.

- **Mr Hammond** replied that in the past it was predominantly over 65, however, there were also younger populations -- anyone from 18 to 105.
- **Kehoe** inquired if the facility would be locked so the patients could not leave or would they be free to walk out the door and go.
- **Mr Hammond** stated that when they take in a resident it was up to the nursing home to make sure they could meet the needs of a resident, so if the resident was a wandering risk they would not take that resident because it would not be a lock-down facility. However, added Mr Hammond, there would be precautions in place at all exits. Additionally, there would be highly skilled staff plus all of the high-tech instruments in the doors and the alarm systems.

**Assistant Planning Director Hobbs:**

- Hobbs reviewed the Staff Report, along with the Concept Site Plan.
- Hobbs noted there were two applications: the annexation and RMH zoning request, and the Conditional Use Permit application for the 99 bed skilled nursing facility.
- Hobbs noted the subject property was eligible for Annexation and RMH zoning, given the Comprehensive Plan designation of Community Mixed Use.
- The Conditional Use Permit, reported Hobbs, was more of a check related compatibility of the use.
- Hobbs noted the suggested Conditions of Approval.
- Hobbs indicated the letter from David and Maria Fiddler, dated March 21st detailing their request for screening along the eastern border of the property, along with a berm and non-deciduous trees with a DBH caliper of no less than 4 inches to be placed every 8 to 10 ft.
- Mr and Mrs Fiddler, continued Hobbs, wanted to see an arborvitae screen across the back/east of the subject property.
- It would be up to the Planning Commission, stated Hobbs to require the requested screening if the Commission chose to approve the C-U-P and recommend favorably on the Annexation.
- Hobbs noted the Site Plan submitted by the applicant would require a few more landscape island interrupts that were not shown on the plan.

- **Acting Chairman Rodriguez** noted that Mr and Mrs Fiddler were asking for a privacy fence around the east parking lot and a berm along the entire south and east boundaries of the property, along with the Leyland pine trees.
- In response to a question from **Acting Chairman Rodriguez, Hobbs** stated the applicants had not been given a copy of the letter from Mr and Mrs Fiddler – but they would be given a copy.

**Acting Chairman Rodriguez** proceeded to public testimony.

**Dennis Fulcher of 1002 N Happy Valley Rd, Nampa – owner of the subject property:**

- Mr Fulcher stated his family had lived in the northeast Nampa corridor, formerly known as Eagle Heights, for many years.
- The residence located at the southeast corner of Happy Valley Rd and Stamm Ln was built by family members in 1904.
- Mr Fulcher stated his mother, Amy Fulcher, was present and stated she was now 95 and had lived on the original family farm for nearly 80 years.
- Mr Fulcher noted the family had paid property taxes and irrigation taxes on the subject property for more than 112 years.
- Mr Fulcher discussed the many changes to Nampa over that time and added the northeast Nampa area had consisted of many small farms.
- In 1964, added Mr Fulcher, with the assistance of family members and local businessmen, Interstate 84 was redirected from its original route through Middleton and Star to its current location, which helped put Nampa on the map.
- Since that time, added Mr Fulcher, the population has grown and the small farms have continuously been sold and developed and many businesses have developed, including the nearbyGateway Shopping Mall, St Alphonsus Hospital, and The Station Apartments on the west side of Happy Valley Rd.
- A good portion of northeast Nampa was now within City limits, stated Mr Fulcher and more would be added in the future, and that was the nature of growth.

- According to Mr Fulcher, the family had tried to continue to farm the remainder of the original farmstead but it had become increasingly difficult.
- Traffic along Happy Valley Rd now causes extreme anxiety, stated Mr Fulcher, and the accidents at Happy Valley Rd and Stamm Ln were occurring with more frequency. The addition of the stoplight, noted Mr Fulcher, had been very beneficial in slowing traffic but accidents were prevalent, as well as an increasing number of vehicles driving through fences and then leaving the scene, and, therefore, they could no longer have animals on the property.
- The family had now decided to sell the remainder of the farm and had looked for a business that would have a low impact on the neighborhood while being an aesthetically pleasing as possible for the neighbors.
- The annexation of N Happy Valley Rd into the City and the availability of City sewer and water had made the proposed endeavor possible.
- Mr Fulcher requested approval of the Annexation and RMH zoning and approval of the Conditional Use Permit for the 99 bed Cascadia Skilled Nursing facility.

**David Fiddler of 900 N Ashford Ln, Nampa – in favor:**

- Mr Fiddler stated he and his wife owned about 250 linear ft on the east boundary of the subject property.
- Mr Fiddler indicated the letter that had been submitted on March 21st outlining the items included as conditions for the C-U-P.
- Mr Fiddler reiterated he would like to see those conditions listed in the Conditional Use Permit so they would not be bypassed.
- Mr Fiddler reiterated that they would like to see non-deciduous trees – such as Leyland pines, however, there were many different pine trees available. Mr Fiddler also referred to the 4 inch dbh caliper for those trees (diameter of tree 4.5 ft above the ground).
- The south and east boundaries, continued Mr Fiddler, face residential properties.
- For the back parking lot, stated Mr Fiddler, they were requesting the C-U-P include a fence to keep the lights from cars and ambulances from shining into the neighboring residences.
- Additionally, stated Mr Fiddler, they did not want to see large parking lot light poles that would also shine into neighboring properties.

**John Carter of 704 N Apricot Pl, Nampa – opposed:**

- Mr Carter stated he did have a discussion with Mr Fulcher last night and appreciated the position he was in and the family's history in the valley.
- However, added Mr Carter, he did have several concerns about the process for the subject property.
- Mr Carter considered the letter and the spirit of the public hearing process had not been followed with the subject property because legal notices were not sent out to property owners more than 300 ft away from the subject property. Mr Carter stated he was aware of the public hearing because he received notification because he was within 300 ft of the property.
- At the present time, added Mr Carter, no public hearing sign was visible on the property and noted that Happy Valley Rd had been shut down for the past 3 weeks.
- Mr Carter considered the proposed business would impact all of Orchalara Heights Subdivision and the residents did not know about the proposal.
- Mr Carter suggested the public hearing should be postponed until proper notice could be given to all the residents who will be impacted by the proposed annexation and nursing home, and Happy Valley Rd was open and maintained again, so that Public Notice on that road could be provided.
- The timing, added Mr Carter, was certainly inconvenient for the neighbors to know what was going on.
- Mr Carter stated he was opposed to his property being annexed by the City and noted his property was adjacent to the subject property and would now be eligible for annexation.
- Mr Carter disagreed with the Staff Report on several points, one being the statement that it was a good transitional building from residential to all the other things around it. However, added Mr Carter, the proposed building was not a good transitional building as it was a "mall" building because the stucco square design was not reflective of the surrounding residential houses.
- According to Mr Carter, the proposed nursing home should reflect more of the existing community and the present design was completely foreign to the neighborhood.
- Mr Carter also referenced the comment stating the proposed project would not adversely affect the livability or appropriate development of the surrounding properties. Mr Carter emphasized he lived right there and if

the proposed nursing home was built he would move, and prospective buyers would not purchase his property because of the nursing home constructed on the subject property.

- Mr Carter noted the location of Apricot Pl, just south of the subject property and noted that even with large trees he would be able to see the facility all the time and it would negatively affect the sale value of his property.
- Of the property owners that did receive notification of the public hearing, stated Mr Carter, all of them had indicated they did not want the nursing home facility to go in but felt that they could do nothing about it because the City would do whatever they were going to do.
- The neighboring property owners, continued Mr Carter, did not think they had a voice anymore.

**Gerry Robinson of 724 N Apricot Pl, Nampa – opposed:**

- Mr Robinson indicated the location of his property, immediately to the south of the subject property.
- According to Mr Robinson, he was not excited about the encroaching City limits as bought his property hoping to stay in the country.
- His main concern, stated Mr Robinson, was the fact the entrance road for the nursing home would be adjacent his property which would mean cars coming and going all hours of the night for shift changes, etc. Also, the parking lot lights would be intrusive and at the present time there was only one light on the existing barn on the subject property.
- In a meeting with the developer the other day, continued Mr Robinson, the developer had stated they do have to have lighting for security.
- Mr Robinson explained his back yard would be next to the subject property and considered there would have to be something done to diminish the lighting.
- Mr Fiddler's property at 900 Ashford Ln, explained Mr Robinson, would have his front yard facing the cars and street lights that would be on the nursing home property.
- According to Mr Robinson, he was against the proposed development unless there would be some agreement with the surrounding people outside of the City limits that did not want to be in the City.

**Steve Stahlke of 920 Ashford Ln, Nampa – in favor:**

- Mr Stahlke stated he was also speaking for his next door neighbor – Dale Bruchard at 1000 Ashford Ln, Nampa.
- Mr Stahlke noted many of the concerns have already been stated.
- Mr Stahlke stated they were for the 99 bed nursing facility because they did not want a 7-11 gas station/convenience store there.
- The proposed nursing facility, added Mr Stahlke, would be a one story, low impact building, with not a lot of traffic impact.
- Mr Stahlke stated he did have concerns with the lighting and parking lot lighting for the facility, because it would be right in his front yard.
- According to Mr Stahlke, he would like to see a fence along the back/east side of the subject property, plus a berm, and some trees required.
- Mr Stahlke stated he was worried about security because anyone could walk across the property line and on to his property.
- Mr Stahlke voiced concern regarding any signage for the nursing facility on the east side of the building.
- In response to a question from **Acting Chairman Rodriguez, Mr Stahlke** stated if the concerns he had stated could be addressed he would be for the nursing facility.

**Mr Hammond:**

- Mr Hammond reported they had coordinated a neighborhood meeting and invited people around the area.
- A lot of the concerns had been addressed at that time, added Mr Hammond.
- Mr Hammond considered the nursing facility would be a low impact use and would not have a lot of glaring sounds, lights, or intrusive lighting.
- The intent, stated Mr Hammond, was to be respectful to the people and have the lighting situation taken care of so it would not be intrusive.
- As far as fences and berms, continued Mr Hammond, there was not an issue with placing a fence and berms and a very aesthetic plant configuration that would make sense for the area, and make sure the nursing facility would be good neighbors.

- **Kehoe** inquired if Mr Hammond was agreeing to the requirements listed in Mr and Mrs Fiddler's letter of March 21st.
- **Mr Hammond** replied they planned to emplace something similar to what Mr and Mrs Fiddler had listed.

**Kelly Kehrer, KM Engineering:**

- In terms of coordinating with Mr Hammond, stated Mr Kehrer, the applicants would agree to construct a privacy fence around the property, as well as a berm within the required landscape setback.
- In terms of the specific proposal on the trees, Mr Kehrer considered a good landscape buffer could be made without having the full arborvitaes, because they would also be willing to put in a fence.
- Mr Kehrer suggested the larger caliper trees would be hit and miss as to whether they survived or not.
- Mr Kehrer stated the applicant would be willing to emplace trees along the back side but not to the density suggested by Mr Fiddler.
- **Kehoe** inquired what type of fence the applicants would be willing to construct.
- **Mr Kehrer** responded and stated they had not talked about specifics for the fence material but **Mr Hammond** thought it would probably be a vinyl fence.
- Mr Hammond added their facility would be governed by the Federal and State government to certain standards for the facility and the maintenance person would be required to keep track of everything.
- **Mr Kehrer** reported the proposed facility would not be a regular nursing home, this would be a large step up from the average facility.
- **Kropp** inquired why all the parking would not be at the front.
- **Mr Kehrer** replied some deliveries need to occur at the back of the building, and a building the size proposed would require access all around the building for emergency access.
- **Mr Kehrer** responded to a question regarding lighting for the facility and advised that lighting poles could be focused into the parking lot and would not be spilling over on to neighboring properties. With the fencing and landscaping, added Mr Kehrer, the lighting would be mitigated.

**Robert Hobbs:**

- Hobbs stated the City of Nampa does not require the applicant to set up a neighborhood meeting.
- According to Hobbs, the Legal Notice was printed in the Idaho Press Tribune, Legal Notices were mailed out to the surrounding property owners within 300 ft of the subject property, and an 8 ½ x 11 Public Hearing notice(s) posted on the subject property.
- Hobbs referred to the Code regarding the Notice requirements for public hearings.
- Hobbs explained that as part of the Planning Commission authority for Conditional Use Permits, or City Council for Development Agreements, conditions can be specified and they can be above and beyond what the Code requires.
- Hobbs discussed Code regarding building lights and parking lot pole lights.
- The fence height maximum in the RMH zone, continued Hobbs, was 6 ft and noted the Commission could require a taller fence, along with berming and landscaping.
- Hobbs indicated the 256 unit apartment project immediately to the west across N Happy Valley Rd, and Gateway Shopping Center just to the north of the proposed project, and stated that "transitional zoning" would mean simply going from a higher intensity zone, and then to some kind of multiple family zone, and then down to single family housing.
- Hobbs noted Staff can provide recommendations on applications, however, it would be up to the decision makers (Planning and Zoning Commission and City Council) to make that judgement.
- If the annexation for the subject property were to be approved, continued Hobbs, it would not mean other properties in the vicinity would immediately be annexed into the City.
- The proposed skilled nursing facility may or may not affect the property values, stated Hobbs, and may or may not affect marketability of surrounding properties.
- **Acting Chairman Rodriguez** noted the City does not force annexations.
- **Hobbs** explained that twice in the past 20 years, the city had embarked upon exploring the idea of forced annexations and did perform some years ago on a limited basis. Recently the issue had come up and City Council determined they would not go forward with forced annexations.

**Mr Fiddler:**

- Mr Fiddler considered there was a misunderstanding of what he was suggesting for screening.

- According to Mr Fiddler, he was requesting the fence should be inside the landscaped berm area, and then the parking area located inside the fence.
- Mr Fiddler noted nurseries have all kinds of pine trees available that are 14 ft to 15 ft tall and most nurseries will guarantee the trees if 100 trees are purchased.
- If small trees were planted instead, stated Mr Fiddler, it would be 5, 10 or 15 years before there would be the screening the neighbors were looking for.
- The fence should be around the parking lot, added Mr Fiddler, so that people coming and going are not going to wander up through the trees and try and get into neighboring properties.
- **Kehoe** inquired if Mr Fiddler wanted the fence adjacent to the parking lot and the berm and landscaping on the outside of the fence.
- **Mr Fiddler** stated that was correct, with tall trees on the outside of the fence because just a 6 ft fence would not provide adequate screening.
- Mr Fiddler noted there was an irrigation easement already along the back and side property lines and suggested a small berm with taller trees would provide better screening.

**Mr Hammond:**

- Mr Hammond explained he would be the operator of the facility and would have close ties to the facility and it was their intention to have adequate privacy and security.
- According to Mr Hammond, they would be building and operating the facility and want to make sure they do it right by the neighbors.
- A fence immediately adjacent to the parking lot would probably not be the best idea, explained Mr Hammond. The fence, added Mr Hammond, would need to be recessed back from the parking lot.
- Mr Hammond noted the parking lot in the back would give a greater buffer area from the nursing facility to the property line.
- **Myers** inquired if it would be a one story building and **Mr Hammond** confirmed it would be one story.

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

- **Kehoe** considered the proposed 99 bed nursing facility would be a much better and quieter project than what could possibly go in, such as a gas station or car wash, or another apartment house.
- Kehoe questioned if there would be enough room for the size of pine trees that Mr Fiddler wanted to see go in – as they could end up pushing the fence over or growing into neighbors' yards.
- **Kropp** suggested a plan should be worked out for the proposed nursing facility that would meet everyone's needs as the applicant had one set of needs and the neighbors had another set of needs.
- **Myers** inquired if the applicants would be willing to enter into a Development Agreement.
- **Mr Hammond** advised a Development Agreement was already listed in the conditions of approval.
- **Hobbs** reiterated the Planning Commission had the authority to require fencing and landscaping specifics as part of the conditional Use Permit, or as a part of the Development Agreement.
- The Building Permit plans and site plan, continued Hobbs, would then have to conform to the specifics of the Conditional Use Permit and/or Development Agreement.
- Hobbs noted the Conditional Use Permit would not be in effect until the Ordinance annexing and zoning the subject property finalized.
- **Myers** stated he was in favor of the project and in agreement with the location and transition from the apartment building to the west.

**Myers motioned and Kehoe seconded to recommend to City Council Annexation and RMH zoning for 820 and a portion of 1002 N Happy Valley Rd. (A 4.536 acre parcel of land situated on a portion of Lots 1 and 2 of Orchalara Heights) for Zoke, LLC – Nate Hosac, subject to:**

1. **Applicant(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc] as may be imposed by City agencies appropriately involved in the review of the request (e.g. Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlements granted by virtue of the City's approvals of the requested Annexation and Development Agreement and Conditional Use Permit do not, and shall not, have the effect of abrogating requirements from those agencies in connection with entitlement of the Property.**

2. The 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 Developer 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 annexed and zoned RMH. Inclusively the Agreement shall contain any/the concept development plans proposed by virtue of the composite application submittal as accepted, or accepted with required changes, by the City's Council.

   The Commission recommended that, as part of the Agreement's conditions, the following stipulations be made against the Project:

   a) All on-site building and any parking lot lighting be boxed/shielded, down directed and that foot-candle output of fixtures [particularly on the east and south sides of the building(s)] be kept to a minimum.
   b) That a six (6) ft high vinyl fence be placed around the perimeter of the Project on its north, east and south sides.
   c) That a "good screen" producible in the "near future" by use of landscape materials (particularly trees) to buffer the Property from the neighboring residential properties to the east and south of the Property be provided.

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

Myers motioned and Kehoe seconded to approve the Conditional Use Permit for a 99-bed Skilled Nursing Facility at 820 and a portion of 1002 N Happy Valley Rd. (A 4.536 acre parcel of land situated on a portion of Lots 1 and 2 of Orchalara Heights) for Zoke, LLC – Nate Hosac, subject to:

1. Conforming to the requirements of the Development Agreement agreed to and conditioned by City Council.

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

Meeting adjourned at 10:31 p.m.

Norman L Holm, Planning Director _____

:sm

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into this ____ day of _____, 2016 (the "**Effective Date**"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "**City,**" and:
_____, hereinafter referred to as "**Owner(s)/Developer(s).**"

## RECITALS

A. Owner(s)/Developer(s) is the owner of approximately 4.536 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

B. Owner(s)/Developer(s) applied to City on or about February 26, 2016 (the "**date of application**") for annexation into the incorporated limits of the City, and, assignment of zoning to/for the Property to RMH (High Density Multiple Family Residential) in anticipation of developing the Property for a skilled nursing facility (hereinafter the "**Project**").

C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 50-222, has the authority to annex the Property for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.

D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the annexation, zoning district assignment and development of the Property and the terms of this Agreement. City has approved the requested annexation, zoning of the Property to RMH and use of the Property for the above stated purpose subject to the terms and commitments contained in this Agreement.

## AGREEMENT

**NOW THEREFORE**, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation..

2. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this

Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

3. The Project shall be developed in substantial conformance with the conceptual plans (i.e., site, landscape and building elevations) attached hereto as **Exhibit(s) "B (1-2)** (aka the "**Conceptual Plan(s)**" and made a part hereof"; provided, however, that Owner(s)/Developer(s) shall have limited flexibility to develop the Property to meet market conditions within the bounds of the City's ordinances, and, the only specific commitments concerning development of the Project which Owner(s)/Developer(s) is making are set forth herein. Upon recordation of this Agreement, Owner(s)/Developer(s) shall have all entitlement approvals required from City for development of the Project in substantial conformance with the Conceptual Plan.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner(s)/Developer(s), each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the Condition(s) of Approval attached hereto as **Exhibit "C"**, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner(s)/Developer(s) and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner(s)/Developer(s) to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner(s)/Developer(s) or its successors and/or assigns fails to cure such failure as set forth below.

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner(s)/Developer(s), or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Exception: the failure to begin site development of all or a portion of a project proposed under this Agreement does not necessarily serve as impetus to allege that the commitments contained herein are not being fulfilled. Rather, commencement of site work and/or construction then left in abandon or failure to abide by the terms of this Agreement, as herein iterated, shall serve as impetus to consider termination of this Agreement and reversion of zoning. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner(s)/Developer(s) failure to comply with the terms and conditions of this Agreement to Owner(s)/Developer(s) and Owner(s)/Developer(s) fails to cure such failure within six (6) months of Owner(s)/Developer(s) receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner(s)/Developer(s), and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is filed. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner(s)/Developer(s), each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

10 If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner(s)/Developer(s) and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between Owner(s)/Developer(s) and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner(s)/Developer(s), its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner(s)/Developer(s) or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner(s)/Developer(s) of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner(s)/Developer(s) of any default by

City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights of remedies of Owner(s)/Developer(s) or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner(s)/Developer(s) shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner(s)/Developer(s) for the portion of the Property still owned by Owner(s)/Developer(s).

c. In the event the performance of any obligation to be performed hereunder by either Owner(s)/Developer(s) or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner(s)/Developer(s), or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

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

CITY OF NAMPA

_____
Robert L. Henry, Mayor

_____
Attest: Debbie Bishop, City Clerk

OWNER(S)/DEVELOPER(S)

_____

_____

STATE OF IDAHO )
) ss.
County of Canyon )

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

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

SEAL

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

STATE OF IDAHO )
) ss.
County of Canyon )

On this ____day of _____, in the year of 2016 before me, _____, personally appeared _____, known or identified to me, to be _____, of _____, the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of _____.

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

SEAL

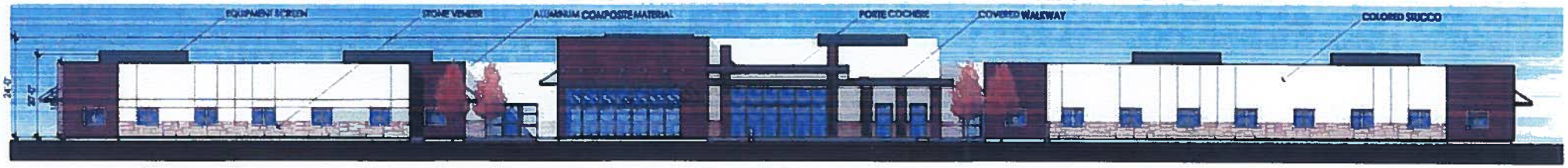
_____
Notary Public for State of Idaho
Residing at _____
Commission Expires: _____

**EXHIBIT "A"**

LEGAL DESCRIPTION OF THE PROPERTY

**EXHIBIT(S) "B"**

CONCEPTUAL PLAN(S)




**NORTH ELEVATION**

**EAST ELEVATION**

**SOUTH ELEVATION**

**WEST ELEVATION**

## CASCADIA HEALTHCARE SKILLED NURSING FACILITY

***NAMPA, IDAHO***

EXHIBIT B-1 (Elevation Concepts)

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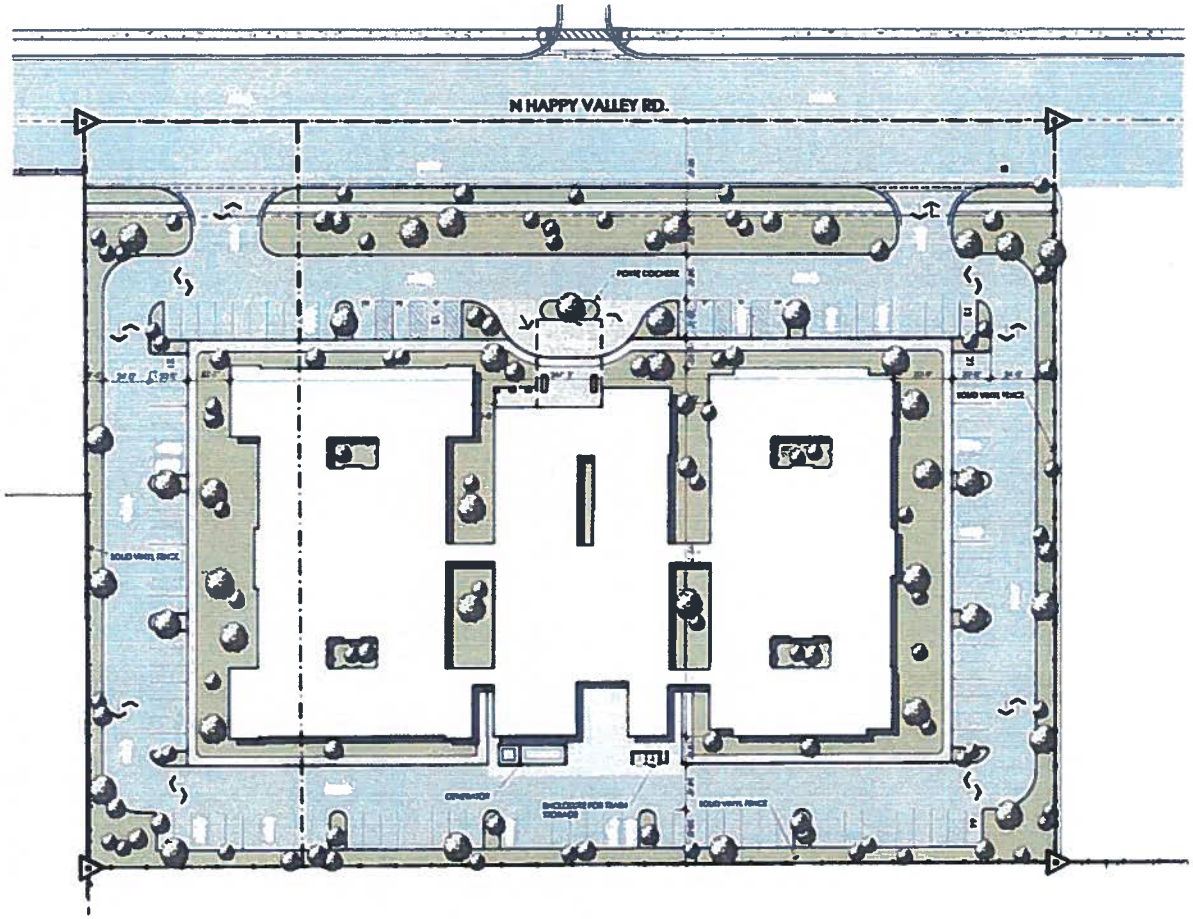
EXHIBIT B-2 (Site/Landscape Concet Plan)




## SITE INFORMATION:

| | |
|---|---|
| APN: | 25007000 0<br>25007010 0 |
| GROSS AREA: | 4.65 ACRES |

## BUILDING DATA:

| | |
|---|---|
| OCCUPANCY: | I-2 (SNF) |
| CONSTRUCTION TYPE: | VA |
| STORIES: | 1 |
| BUILDING AREA: | |
| PATIENT WING 1: | ±20,240 S.F. |
| PATIENT WING 2: | ±17,130 S.F. |
| ADMINISTRATION: | ±14,930S.F. |
| **TOTAL BUILDING AREA:** | **±52,300 S.F.** |
| PROPOSED BED COUNT: | |
| PRIVATE: | 20 BEDS |
| SEMI-PRIVATE: | 79 BEDS |
| **TOTAL:** | **99 BEDS** |

## PARKING TABULATION:

| | |
|---|---|
| REQUIRED PARKING : | |
| S.N.F. (1 PER 4 BED): | 22 |
| PROPOSED PARKING PROVIDED: | |
| STANDARD SPACES: | 106 |
| HANDICAP SPACES: | 6 |
| **TOTAL PROPOSED SPACES:** | **112** |

NORTH

PROPOSED OVERALL SITE PLAN

0 15' 30' 60' 90'
SCALE 1"=30'-0"

# CASCADIA HEALTHCARE - SKILLED NURSING FACILITY

## *NAMPA, IDAHO*

ARCHITECTURE • INTERIORS • PLANNING
32 NORTH RAMPART STREET SUITE 101
ORANGE CA 92868 P:714.937.1983
PROJECT# 16014 APRIL 11 2016

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**EXHIBIT "C"**

CONDITION(S) OF APPROVAL

## I. General:

a. At time of development of the Property, the Developer shall extend all public utilities to and through the Property in accordance with current City policy and master plans. These improvements shall include, but not be limited to the following:
   - Sewer
   - Water
   - Pressure Irrigation
   - Storm drainage-both on and off-site
   - Gravity Irrigation-Either continued delivery to, or wastewater from adjacent properties

b. Developer shall grant any access or facility easements for, and to, the City of Nampa and any other utility company or jurisdictional entity as necessary for the operation and maintenance of any utility existing, proposed, or relocated with the development of the Property; and,

c. Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by:
   - Domestic Well - the Idaho Department of Water Resources
   - Septic Systems – Southwest District Health Department
   - Copies of all related documents certifying that the well and septic systems have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.

e. That all on-site building and any parking lot lighting be boxed/shielded, down directed and that foot-candle output of fixtures [particularly on the east and south sides of the building(s)] be kept to a minimum; and,

f. That a six foot (6') high vinyl fence be placed around the perimeter of the Project on its north, east and south sides; and,

   - That a "good screen" producible in the "near future" by use of landscape materials (particularly trees) to buffer the Property from the neighboring residential properties to the east and south of the Property be provided.

## II. Access and Right-of-Way:

g. Property access shall be established in accordance with Nampa's currently adopted Access Management Policy; and,

h. Right-of-way dedication shall be required as follows: Happy Valley Road – Functional Classification of that road is noted as being "Minor Arterial". Width of that street shall be 50' from centerline of Happy Valley Road thereby comprising one-half of a future 100' right of way total span; and,

i. Full Property frontage improvements are required along Happy Valley, to include (but not be limited to) to the following:
    - Curb, gutter, and sidewalk as required by the City
    - Pavement widening and striping as required by the City
    - Landscaping as required by the City
    - Storm drainage as required by the City