



PLANNING & ZONING DEPARTMENT

Before the Planning & Zoning Commission Meeting of APRIL 26, 2016 Public Hearing No. 3

Analyst: Robert Hobbs

Applicant(s)/Engineer(s):

James & Michele Connelly as Applicants

File(s): CUP 2179-16

Requested Action Approval(s) and Location:

- 1. A Conditional Use Permit (CUP) approval decision on a request:**
To operate an "Auto Repair Business"...(hereinafter, alternatively, the "Project")

Pertaining to:

Property [land] located in a Community Business (BC) Zone and addressed as 3321 12th Avenue Road (further identified as Lot 1, Block 1, Covert Subdivision No. 2 comprising some 1.23 acres of a portion of Section 04, T3N, R2W, Boise Meridian, Canyon County, Nampa, Idaho) -- hereinafter the "Property"...

CONDITIONAL USE CONCLUSIONS OF LAW

Relevant **Conclusions of Law** for a/this Conditional Use Permit hearing item:

- A. That the location, size, design and operating characteristics of the proposed development will be compatible with and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood, with consideration to be given to harmony in scale, bulk, coverage and density, to the availability of public facilities and utilities; to the harmful effect, if any, upon desirable neighborhood character; to the generation of traffic and the capacity of surrounding streets, and to any other relevant impact of the development.**
- B. That the location, design and site planning of the proposed development will provide a convenient and functional living, working, shopping, or civic environment, and will be as attractive as the nature of the use and its location and setting warrants.**

- C. That the proposed development will enhance the successful operation of the surrounding area in its basic community functions, or will provide an essential service to the community or region.**

INTRODUCTION

Frank Comte obtained approval in 2014 to have the Property annexed and zoned commercially. The annexation action and ordinance was encumbered with a Development Agreement – a copy of which is hereto attached. The Property is relatively flat, fronts 12th Road South (also Highway 45), is a slightly elevated pad above right-of-way (ID-45) but at approximately the same grade level as abutting residential development to the south, west and north. The Property is across from commercially zoned land. Utilities are available to the site as well as emergency services.

Comes now the Applicants with intent to develop an auto repair business on the Property... Proposed is a 70' wide by 140' long, single-story garage structure (presumably CMU construction) with 10 bays, and an office and store-room facilities. The Applicants have also indicated a willingness/desire to fence off the south, west and north sides of the Property with a 6-8' solid concrete or similar wall. Frontage landscaping, site paving/stripping and any street frontage improvements will be Property enhancements required at time of Project build-out if the permit associated with this report and the Project moves forward in development.

Staff and City Engineering (as well as other City department representatives) have already communicated with the Applicants to review site improvements that will have to be made in the event the Conditional Use Permit (CUP) is approved during a conceptual plan review (CPR) meeting.

ABBREVIATED FINDINGS OF FACT

1. The Property is commercially zoned (BC); and,
2. The area within which the Property lies has been pre-established by "stretching" of the City's Comprehensive Plan (as approved during time of Property annexation/zoning assignment) as slated for commercial development, or, where such is anticipated to be developed; and,
3. Automobile repair uses CUP approval to allow the same to operate in a BC Zone; and,
4. A complete CUP application for an automobile repair business/garage has been submitted to the City by the Applicants and reviewed by City; and,
5. A Development Agreement (Ord. No. 4137 recorded as Instrument No. 214-032340) bears on the Property; and,
6. Limited public/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 22, 2015] 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 principal comments from agencies or departments that responded to this application and the public hearing notice(s) associated therewith are as follows:
 - a. City Engineering has no objection(s) to the requested CUP and have provided requirements and information related to the same; and,
 - b. The Building Department has no objection to the requested CUP...

Note 1: Any requirements noted by agencies as above iterated have been assigned to the Project entitlement recommendations portion in the "Conditions of Approval" section hereafter....

Note 2: The following statements are offered as possible findings and are not intended to be all inclusive or inarguable. They are simply provided to the Commission in the event that the Conditional Use Permit is approved.

7. The proposed automobile repair facility's intended location, size, design and operating characteristics will be compatible with and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood as:

Arguably:

- a. The building's dimensions are compliant with BC zoning standards. Sufficient space on the Property exists to accommodate the use, associated parking spaces and a certain amount of code required street frontage landscaping. Storage of any vehicles under repair will be inside the building or in a bullpen area unless said vehicles are "street legal" (via condition and being currently licensed/registered) in which case a limited number may occupy part of the parking area; and,
 - b. Any needful on or off-site improvements to enhance the functionality and code compliance of the automobile repair facility are, or will be, emplaced by the Applicant should the CUP be approved. No off-site development is proposed that would impede or occupy adjoining properties not owned or under the control of the Applicant; and,
 - c. No change to the zoning of lots or parcels surrounding the Property may be forced or will occur by virtue of entertaining the entitlement requested in conjunction with this Application; and,
 - d. Residential development is not permitted in a BC zone; the application is not for residential development -- thus, no adverse affects on livability within/upon the Property itself is anticipated; and,
 - e. Predicated on the provision of a wall or suitable substitute fence and landscaping (wall preferred) as well as control of noise and lighting (e.g., repair of vehicles conducted indoors with minimal air tool usage, use of down directed, boxed/shielded wall light packs, design review of building aesthetics, etc.), compatibility and/or reduced/minimal impact on the surrounding residential neighborhood may be arranged.
8. The proposed automobile repair facility's intended location, design and site planning will provide a convenient and functional environment, and will be as attractive as the nature of the use and its location and setting warrants.

Arguably:

- a. The automobile repair garage is proposed to be operated out of a building to be constructed on site and expected to be compelled to comply with City adopted design review standards that are purposed to cause buildings built in the City; and,
- b. The automobile repair garage is proposed to be readily accessible from [and adjoin] an arterial right-of-way; and,
- c. The Property, in association with the development thereon of an automobile repair business, will be required to be made to comply with required zoning controls (i.e., setbacks, parking lot development standards, landscaping, design review permit, etc.) that bear on the Property in the event the CUP is approved and a Certificate of

- Compliance or Building Permit is applied for to construct the intended automobile repair business building; and,
- d. In the event there are substantial changes intended to the architecture or paint scheme of the building on the Property, such modifications will [have to] be evaluated through the City's design review process.
9. The automobile repair business will enhance the successful operation of the surrounding area in its basic community functions by providing an essential service to the community or region.

Arguably:

- a. There are no other repair garages (or emissions testing stations) within several blocks of the Property; and,
- b. Nampa favors the influx of businesses to provide economic return for business owners, diversity of products and services for its citizen base and visitors to the community, and to help support its tax base to provide essential community management, recreational and emergency services.

RECOMMENDED CONDITIONS OF APPROVAL

Should the Commission vote to approve the requested Conditional Use, Staff would then recommend that the Commission consider imposing the following Condition(s) of Approval on the Project/Applicant(s):

Generally:

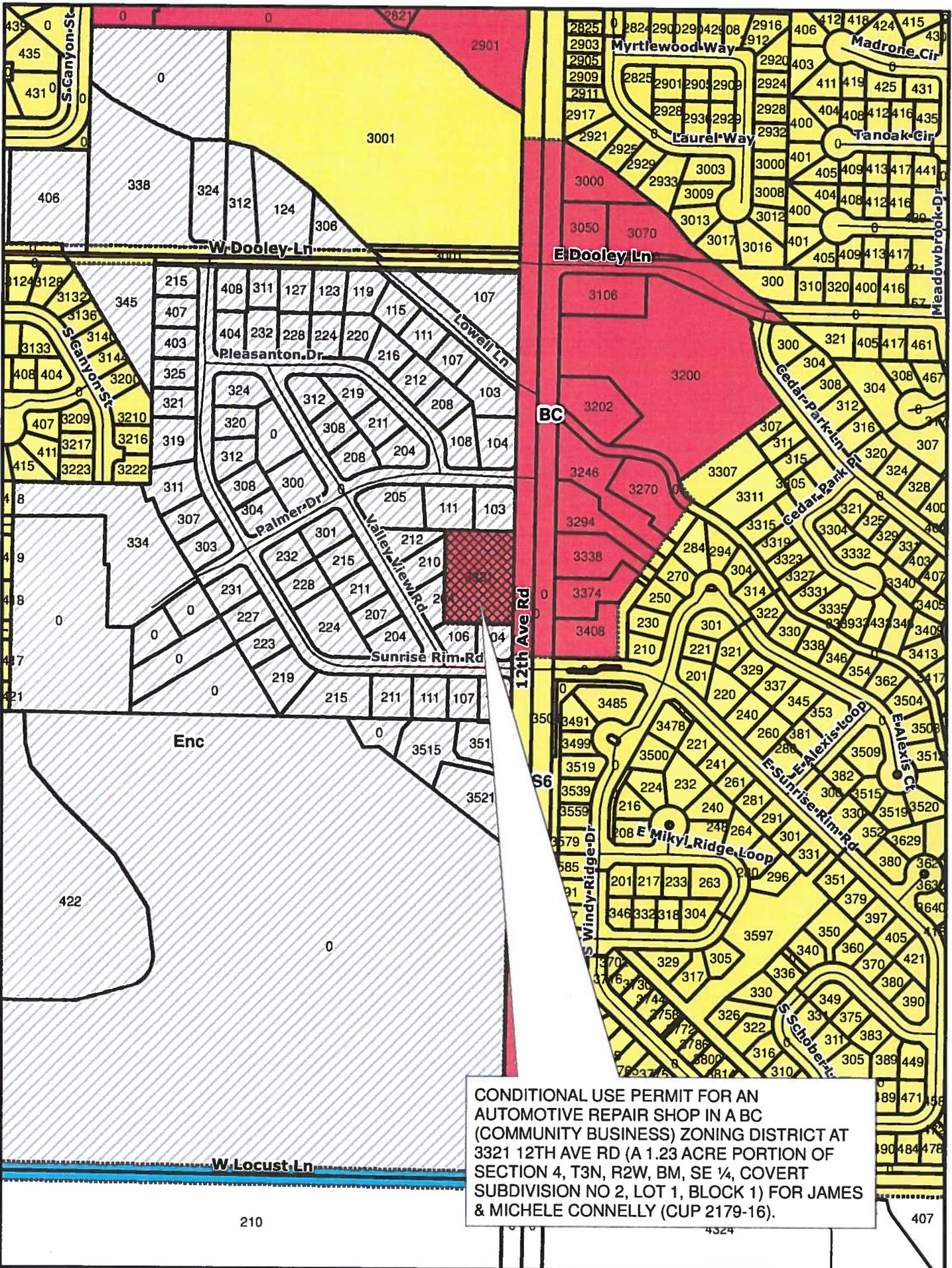
1. Owner/operator/Applicant(s) shall comply with all applicable requirements [including obtaining proper permits] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments, etc.) as well as outside agencies that may be involved in this matter as the CUP approval does not and shall not have the affect of abrogating requirements from those agencies...

Specifically:

2. Applicants shall apply for a Building Permit through the City and abide by the conditions associated therewith as imposed by the City and its departments/divisions, to include but not be limited to compliance with the following requirements:
 - a. Applicant shall comply with requirements listed in the April 13, 2016 memorandum from the Nampa Engineering Division authored by Jim Brooks (2 pages – copy hereto attached); and,
 - <b. Any other conditions as may be imposed by the Commission>

ATTACHMENTS

- Zoning and location Vicinity Map
(page/Exhibit 6)
- Copy of CUP Application form
(page/Exhibit 7)
- Copy of aerial (one with zoning overlay showing) and digital street photos of Property and improvements
(pages/Exhibits 8-14)
- Copy of Applicants' concept site plan
(page/Exhibit 15)
Copy of Annexation Development Agreement
(pages/Exhibits 17-31)
- Copies of any agency correspondence/ citizen correspondence, etc.
(pages/Exhibits 32+)



CONDITIONAL USE PERMIT FOR AN AUTOMOTIVE REPAIR SHOP IN A BC (COMMUNITY BUSINESS) ZONING DISTRICT AT 3321 12TH AVE RD (A 1.23 ACRE PORTION OF SECTION 4, T3N, R2W, BM, SE ¼, COVERT SUBDIVISION NO 2, LOT 1, BLOCK 1) FOR JAMES & MICHELE CONNELLY (CUP 2179-16).

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426 B
ROBERT

Application for Conditional Use Permit

City of Nampa, Idaho

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

Name of Applicant/Representative: JAMES Connelly & Michele Connelly Phone: 971-533-2844-971-533-2643
Address: 1420 Orchard AVE, Rd. City: Nampa State: ID Zip Code: 83651
Applicant's interest in property: (circle one) Own Rent Other, Buyer
Owner Name: ~~James Connelly~~ Frank A. Conley Phone: 208-880-1019
Address: 2423 SILGAN WAY City: NAMPA State: ID Zip Code: 83687

Address of subject property: 3321 12th AVE, Rd.

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

Subject Property Information
(Please provide the following REQUIRED DOCUMENTATION to complete the CUP):

- Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document
- OR, Subdivision Covert Sub #2 Lot 1 Block 1 Book _____ Page _____
- A sketch drawing of the site and any adjacent property affected, showing all existing and proposed locations of streets, easements, property lines, uses, structures, driveways, pedestrian walks, off-street parking and off-street loading facilities and landscaped areas, preliminary or final building plans and building elevations, together with any other information considered pertinent to the determination of this matter.

Project Description

State (or attach a letter stating) the reason for the proposed Conditional Use Permit: Automotive Repair Shop

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

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

Dated this 31st day of March, 20 16
James Connelly Michele Connelly
Signature of applicant

Notice to Applicant

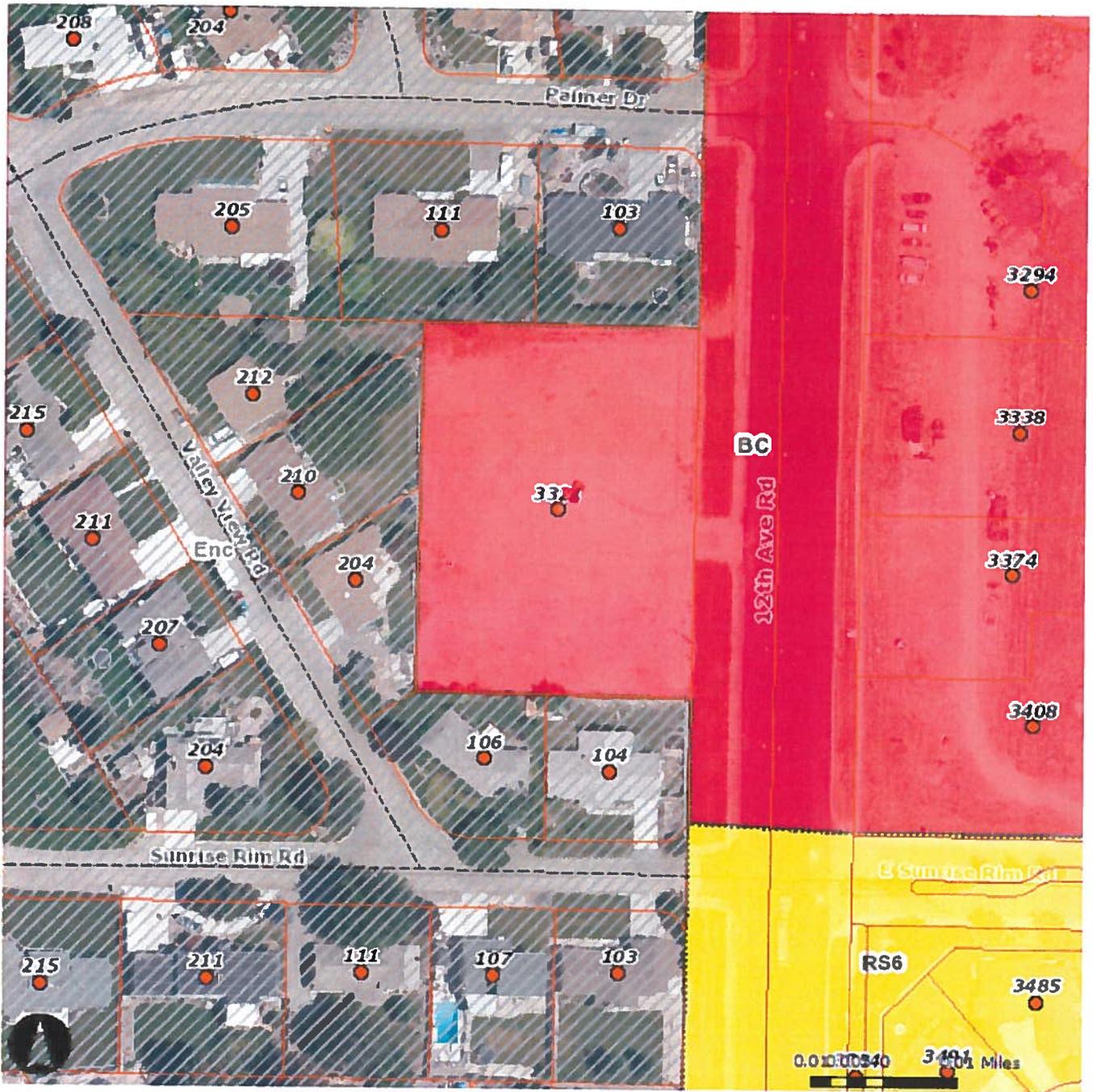
This application will be referred to the Nampa Planning Commission for its consideration. The Planning Commission shall hold a public hearing on the application and it shall be granted or denied. Notice of public hearing must be published in the Idaho Press-Tribune 15 days prior to said hearing. Notice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

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

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

For Office Use Only:
File Number: CUP 2179 -20 16 Project Name: Automotive Repair Shop

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R29223102

R29223103

R29223104

R29223105

12th Ave Rd

E Sunrise Rim Rd

R21159

R21166

R21164

R21163

R21162

R2115900000
1.229

Valley View Rd

R21205

R21204

R21203

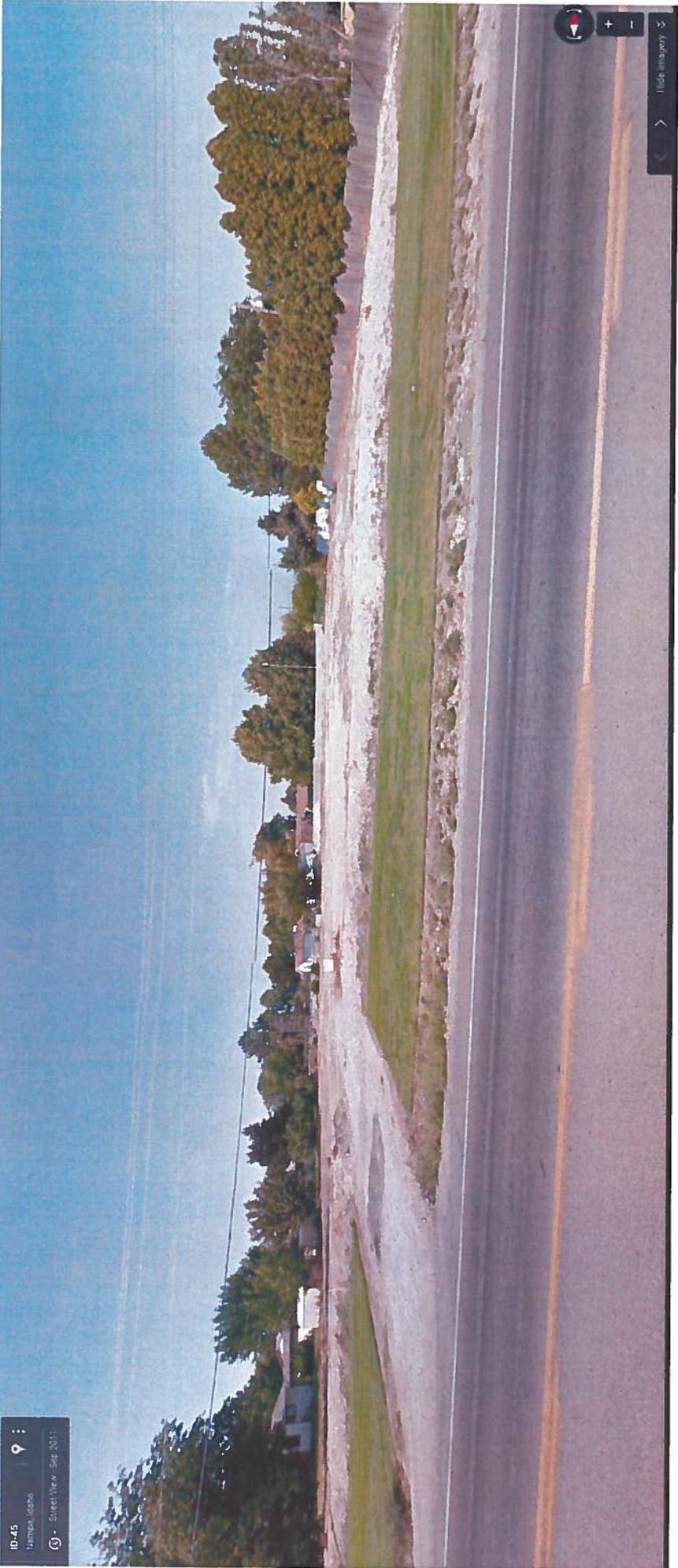
Sunrise Rim Rd

R21215

R21214

R213

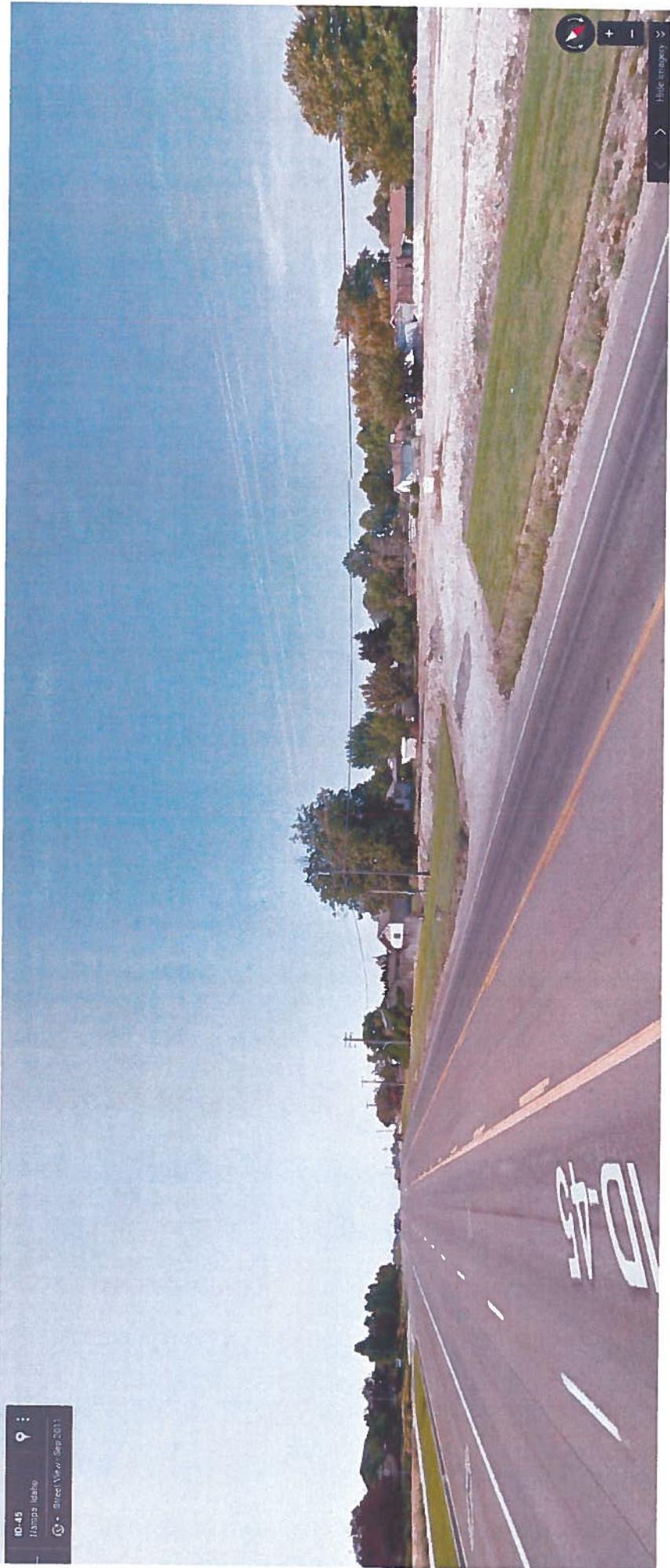
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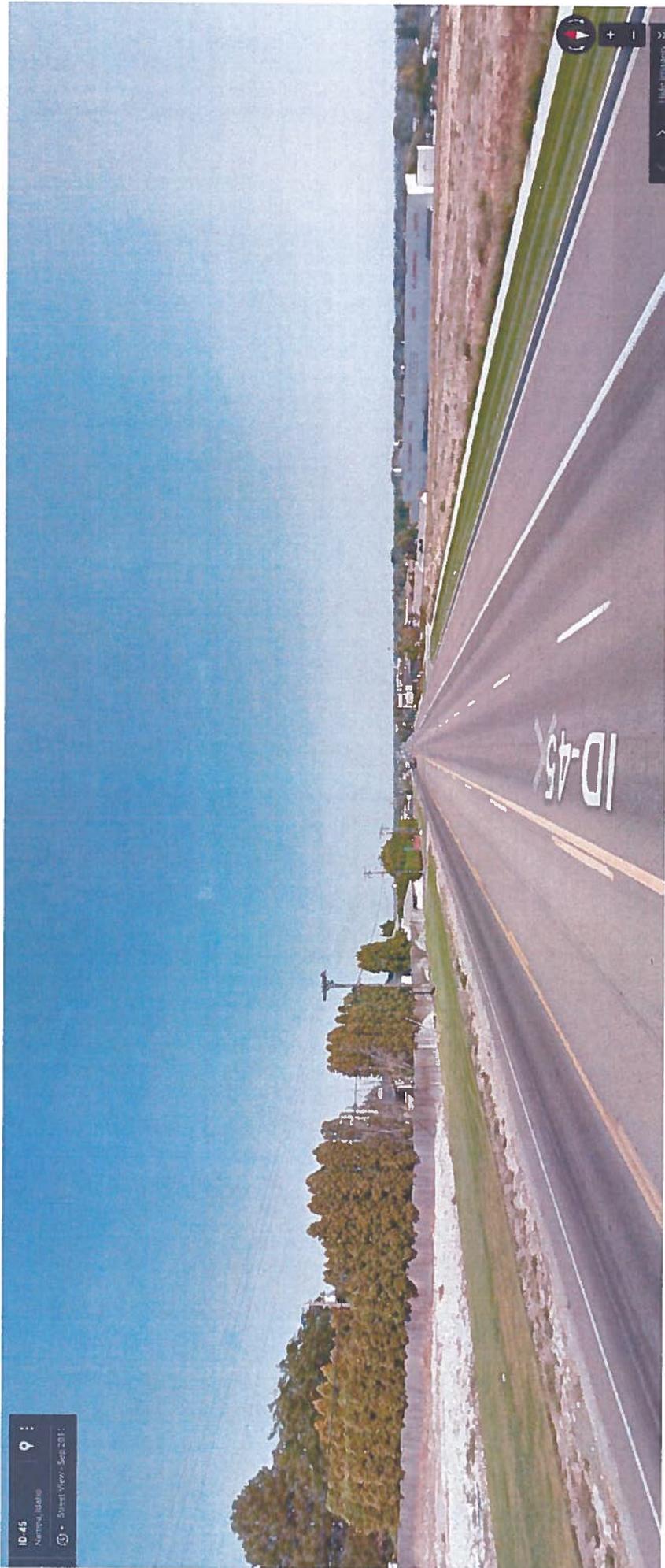
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Tampa, FL 33610
Street View Sep 2011

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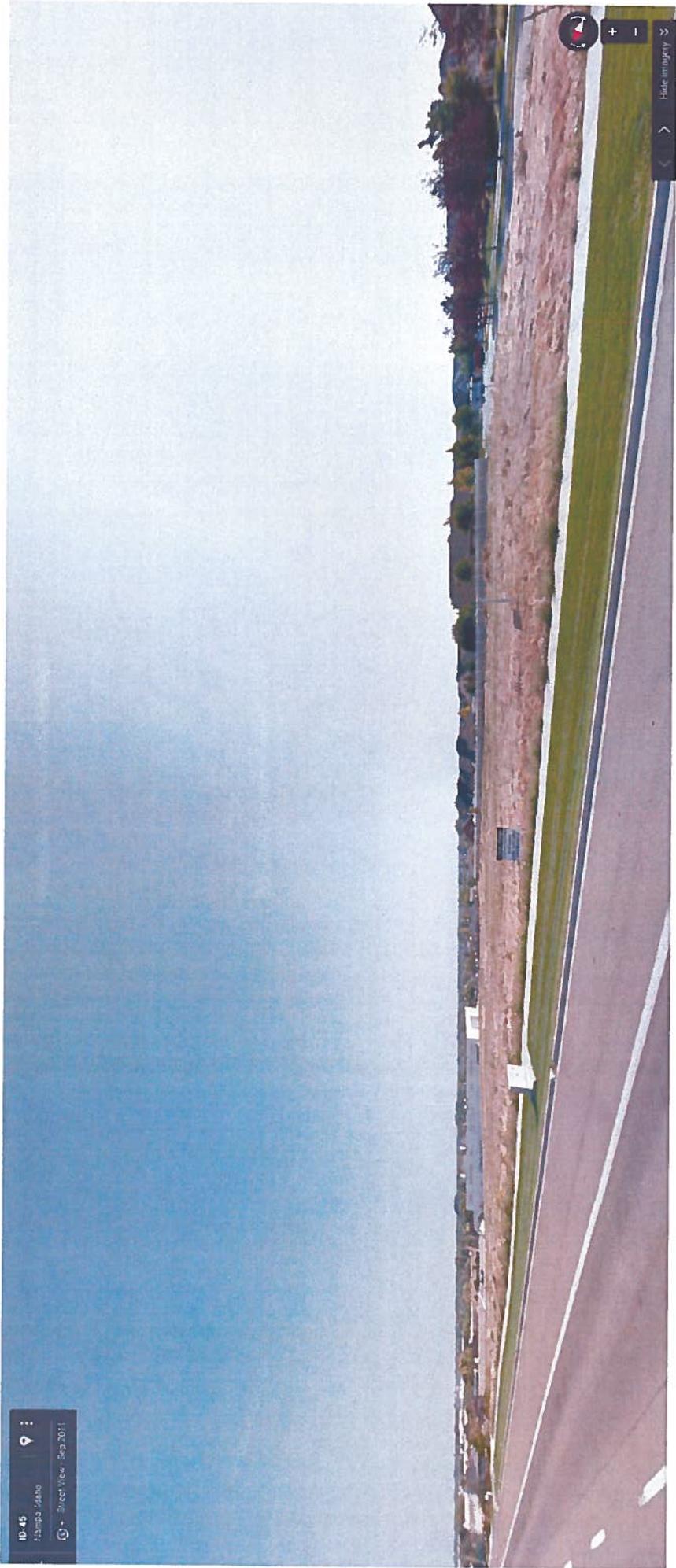
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ID: 45
Hampa, Idaho
Street View, Sep 2011

Hide imagery >>
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14

Scale 1" = 20'

Building 70' x 140'

Lift size

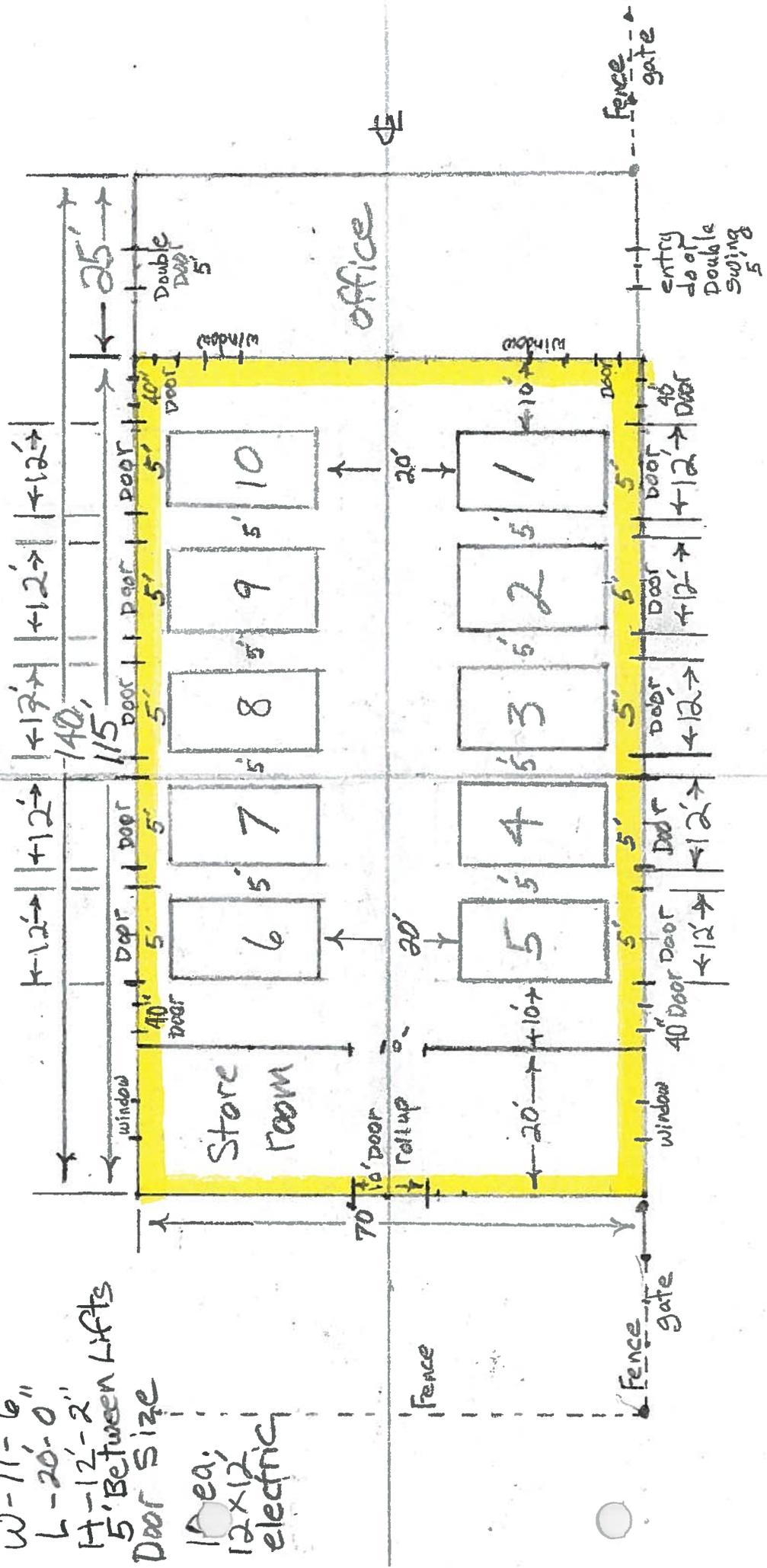
W - 11' - 6"

L - 20' - 0"

H - 12' - 2"

5' Between Lifts

Area: 12 x 12 electric



12-12-20

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2014-032340

RECORDED

09/05/2014 04:26 PM

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00126099201400323400120125



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=12 EWILLIAMSON NO FEE
ORDINANCE
NAMPA CITY OF

Canyon County Recorder's Coversheet



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ORDINANCE NO. 4137

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 1.23 ACRES OF REAL PROPERTY LOCATED AT 3321 12TH AVENUE ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO; ZONING THE SAME BC, SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property located at 3321 12th Avenue Road, and all thereof, be, and the same is hereby, ANNEXED and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: That the real property so annexed and described in Exhibit A is hereby ZONED BC.

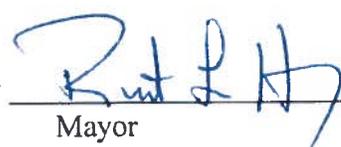
Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties, which is incorporated herein by this reference.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

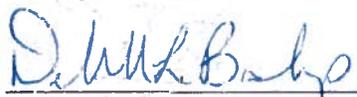
PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 2ND DAY OF SEPTEMBER, 2014.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 2ND DAY OF SEPTEMBER, 2014.

Approved:

By 
Mayor

Attest:


City Clerk

State of Idaho)

Canyon County)

On this 2nd day of September, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Henry and Deborah L. Bishop known to be the Mayor and City Clerk of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument.

In Witness Thereof, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Doris J. Hayward-Roland

Doris J. Hayward-Roland
Residing at: Nampa, Canyon County, Idaho
My Commission Expires: 08/15/2019

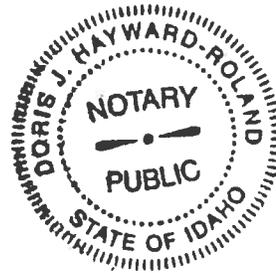
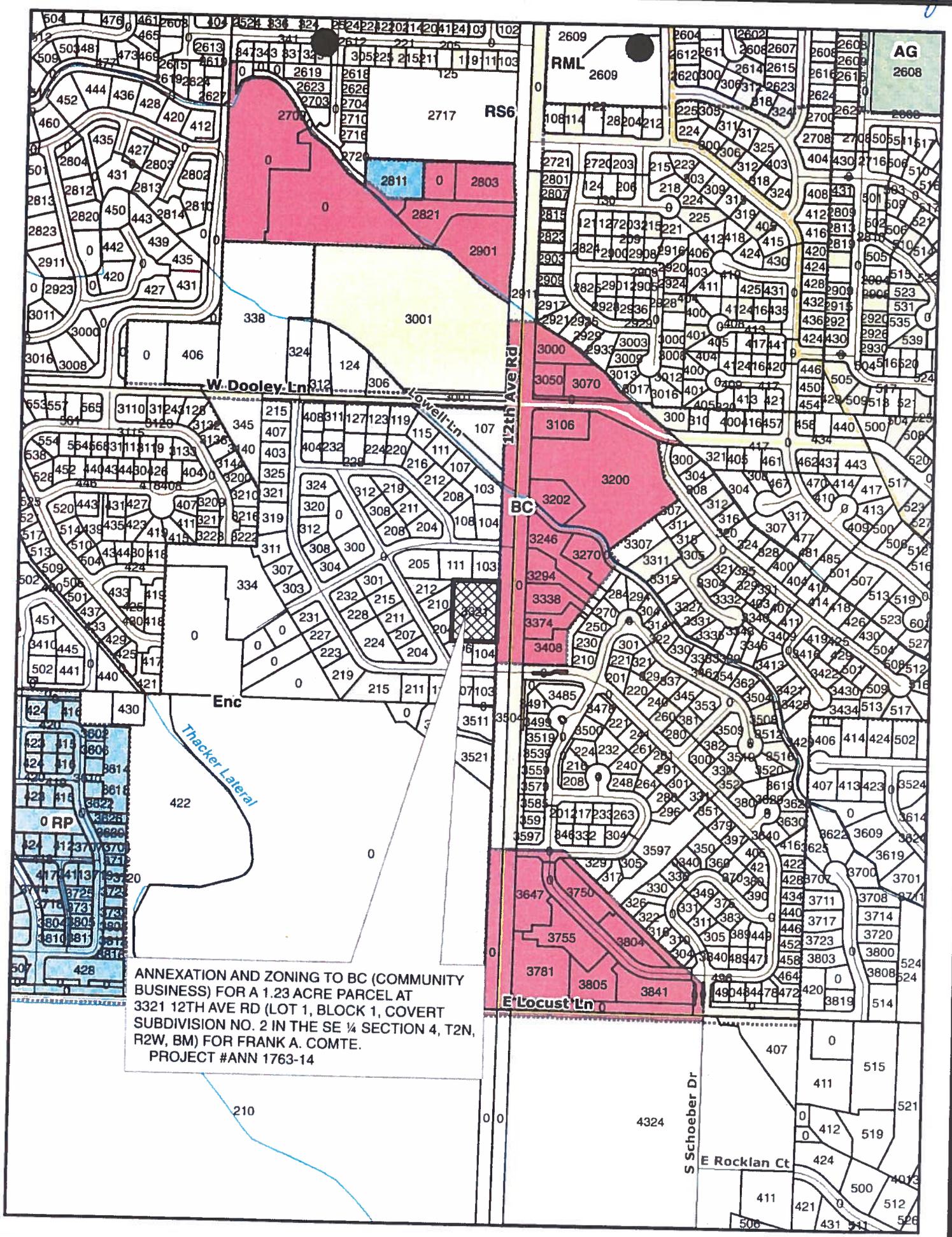


EXHIBIT "A"

LEGAL DESCRIPTION FOR ANNEXATION TO THE CITY OF NAMPA

Lot 1, Block 1 of Covert Subdivision No. 2 as record in Book 6, Page 24 of Plats in Canyon County, Idaho on October 17, 1962.



ANNEXATION AND ZONING TO BC (COMMUNITY BUSINESS) FOR A 1.23 ACRE PARCEL AT 3321 12TH AVE RD (LOT 1, BLOCK 1, COVERT SUBDIVISION NO. 2 IN THE SE ¼ SECTION 4, T2N, R2W, BM) FOR FRANK A. COMTE. PROJECT #ANN 1763-14

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this 2nd day of September, 2014 (the "Effective Date"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "City," and Frank A. Comte, hereinafter referred to as the "Owner/Developer."

RECITALS

- A. The Owner/Developer are the owner of approximately 1.23 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").
- B. The Owner/Developer applied to City on June 9, 2014 (the "**date of application**") for Annexation and Zoning of the Property to BC (Community Business) in anticipation of the use of the Property for Commercial Development (the "**Project**").
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.
- D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to rezoning and development of the Property and this Agreement. City has approved the requested Annexation and Zoning of the Property to BC (Community Business) 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 provisions and stipulations of this Agreement shall be binding on City, the Owner/Developer, each subsequent owner of the Property or portion thereof, and each other

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person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as **Exhibit "B"**, and by this reference incorporated herein.

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

5. 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 the Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and the Owner/Developer or successors and/or assigns fails to cure such failure as set forth below.

6. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of the Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of the Owners/Developer's failure to comply with the terms and conditions of this Agreement to the Owner/Developer and the Owner/Developer fails to cure such failure within six (6) months of the Owner/Developer's receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by the Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

7. 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 file. 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.

8. 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, the Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

9. 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.

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

11. 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.

12. 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.

13. In the event the Owner/Developer, 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 the Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

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

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

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

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EXHIBIT "A"

LEGAL DESCRIPTION FOR ANNEXATION TO THE CITY OF NAMPA

Lot 1, Block 1 of Covert Subdivision No. 2 as record in Book 6, Page 24 of Plats in Canyon County, Idaho on October 17, 1962.

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EXHIBIT "B"

CONDITIONS OF APPROVAL

- 1) That a development agreement is entered into with the City that will stipulate compliance with all adopted City development standards and conditions 2-9 herein listed.
- 2) Owner/Developer shall, at his expense, extend any and all utilities including service lines to and through the site.
- 3) Owner/Developer shall construct all required and necessary frontage improvements including, but not limited to, curb, gutter, sidewalk, landscaping, storm drainage, road widening, etc. Curb, gutter, and road widening improvements will be required to be approved by the City of Nampa and ITD.
- 4) Owner/Developer shall provide civil engineered site development plans to the City for review and approval.
- 5) Owner/Developer shall dedicate all necessary utility easements as required by the City in accordance with current policy.
- 6) Occupancy of any proposed structures shall be conditioned on completion of all necessary and required improvements to the site, and final acceptance by the City of the public water, sewer, pressure irrigation (if public), drainage, or street improvements emplaced as a part of the development, and shall include submittal of record drawings of the site development plans by the engineer of record.
- 7) Access to any irrigation district laterals or facilities will need to be maintained in accordance with the irrigation district's policies. The owner/developer may be required to enter into a license agreement with the district regarding access and improvements to their facilities. Plans for any proposed improvements are required to be approved by both the irrigation district and the City of Nampa.
- 8) 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 said utility existing, proposed, or relocated with the development of the site.
- 9) Owner/Developer shall have constructed along the north, west, and south boundaries of the subject property at least a 6' tall site-obscuring fence and landscape buffer to mitigate the impacts of any proposed businesses on the adjoining residential properties.

IDAHO
State Tax Commission

PO Box 36 • Boise ID 83722-0410
800 Park Blvd., Plaza IV • Boise ID 83712-7742

October 15, 2014

Deborah Bishop
Nampa City Clerk
411 Third St South
Nampa, ID 83651

Subject: Ordinance No. Ord_ 4137 NAMPA (CITY)

Dear Ms. Bishop:

The Idaho State Tax Commission (ISTC) received the documentation that was provided for the annexation of real property in NAMPA (CITY), for tax year 2015. We approve the map and legal description; however this approval is limited to the acknowledgement that the map and legal description meet the requirements of Section 63-215 Idaho Code, and Idaho State Tax Commission Rule 225.

Please review the documentation for accuracy and respond in a timely manner or it may be too late to make corrections. Please respond if the attached documentation is correct or if there are issues. You can contact me by email at gis@tax.idaho.gov or by phone at (208) 334-7750. Thank you for your cooperation.

Find current year information about taxing district change requests at the Current Status Web page. Please visit <http://tax.idaho.gov/i-1069.cfm>.

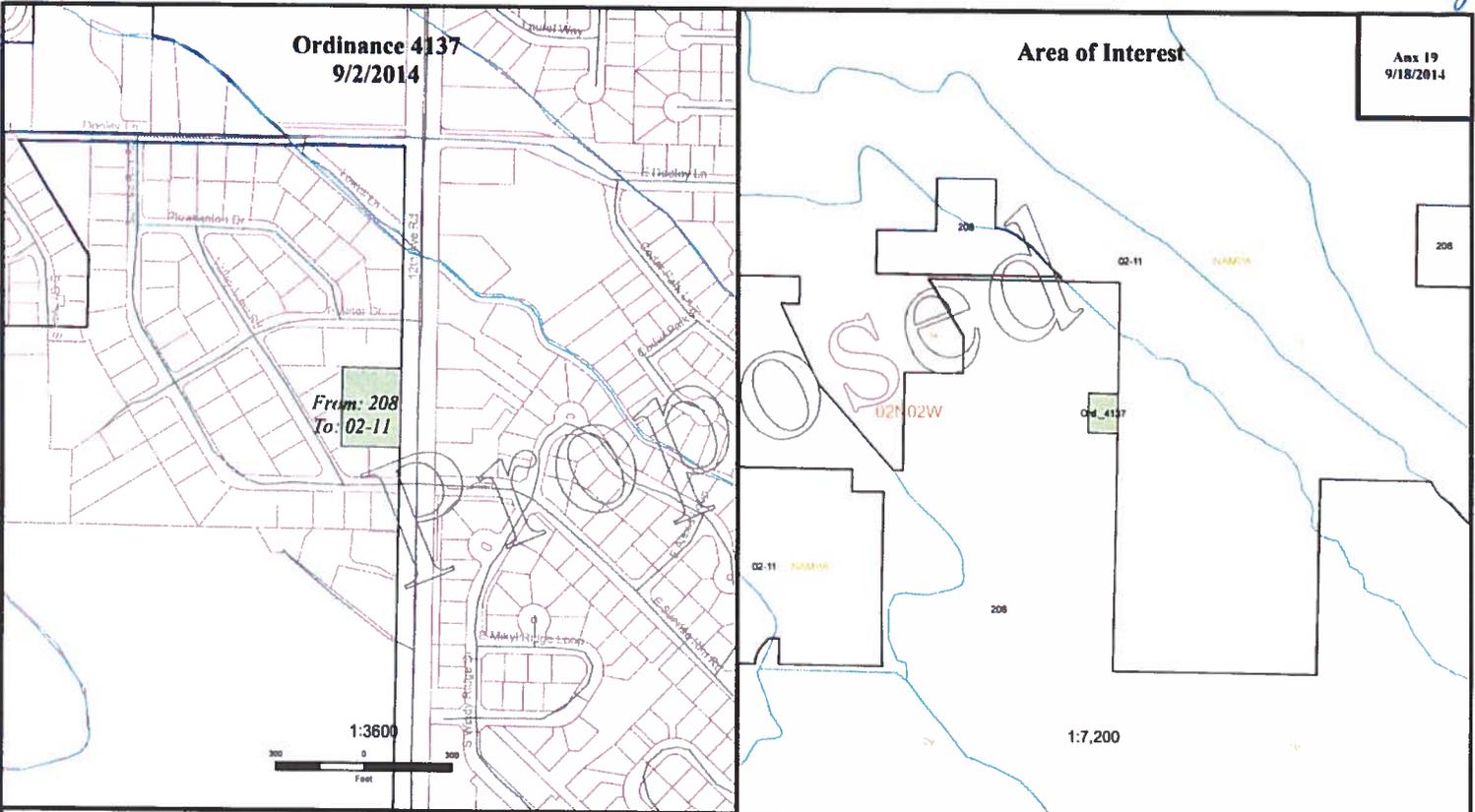
Sincerely,

Craig Johnson
GIS Analyst
Technical Support Bureau
Idaho State Tax Commission

Ordinance 4137
9/2/2014

Area of Interest

Amx 19
9/18/2014



Canyon County
City of Nampa

Legend	
	Parcel Line
	District Change
	City
	Tax Code Area

Idaho Stateplane
Zone: 3751
Datum: NAD 83
Units: Survey feet
Spheroid: GRS 1980

GIS Staff
Technical Support Bureau
(208) 334-7750
This map is only a representation of the tax code area boundaries and should not be used for legal or surveying applications



LEGAL NOTICE

ORDINANCE NO. 4137

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING APPROXIMATELY 1.23 ACRES OF REAL PROPERTY LOCATED AT 3321 12TH AVENUE ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO; ZONING THE SAME BC, SUBJECT TO THE TERMS OF THAT CER-

TAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

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

Section 1: That the following described real property located at 3321 12th Avenue Road, and all thereof, be, and the same is hereby, ANNEXED and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

EXHIBIT "A"

LEGAL DESCRIPTION FOR ANNEXATION TO THE CITY OF NAMPA

Lot 1, Block 1 of Covert Subdivision No. 2 as record in Book 6, Page 24 of Plats in Canyon County, Idaho on October 17, 1962.

Section 2: That the real property so annexed and described in Exhibit A is hereby ZONED BC.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties, which is incorporated herein by this reference.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

Passed by the Council and approved by the Mayor this 2nd day of September 2014.

Bob Henry, Mayor
Attest: Deborah L. Bishop,
City Clerk

September 8, 2014

1158924



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: April 13, 2016
Rev:
Re: CUP – Auto Repair
Applicant: James & Michelle Connelly
Address: 3321-12th Ave. Rd.
Applicant Address: 11690 Orchard Ave.
CUP2179-16 for April 26, 2016 Planning and Zoning Meeting

Applicant met with City Staff March 31, 2016 as part of his due diligence in regards to this property. Applicant was informed that a development agreement was executed between the City and the property owner, Mr. Comte, at the time of annexation and zoning.

At the meeting the Engineering Division addressed the following items in regards to development of the site.

- Sewer-Not available at this time. Proposal was made that a septic system be installed, if approved by SWDH, until public sewer is extended to the site, and that an agreement between the City and owner(s) be entered into that would require abandonment of the septic system, at such public sewer becomes available, and the site be connected to the public system. May require owner(s) to participate in the construction of the public sewer.
- Water-Existing main within ITD right-of-way and connection to public water will be required.
- Pressure Irrigation-Not readily available to the site at this time. As landscaping is required, owner will be required to either have installed a dedicated landscape water meter connected to the City Domestic Water

System, per City Code, or provide irrigation from another source acceptable to the City.

- Frontage Improvements-Required with site development and as addressed in the development agreement. However, as no improvements exist in this area and that the right-of-way is under the jurisdiction of the State of Idaho (ITD). The Engineering Division would support a Deferral Agreement. The owner(s) are required to submit request for a deferral in writing to the City Engineer for consideration, and to be placed on the City Council's agenda.

Fire flow at this location is better than 2,000 GPM.

Shellie Lopez

34

From: Neil Jones
Sent: Tuesday, April 05, 2016 9:41 AM
To: Shellie Lopez
Subject: RE: Conditional Use Permit for an Automotive Repair Shop/3321 12th Ave Rd CUP 2179 16

The Building Department will require a Building permit before they can start an construction and we have no other conditions on the CUP.

Neil Jones

From: Shellie Lopez
Sent: Tuesday, April 05, 2016 8:27 AM
To: Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Carl Miller <CMiller@compassidaho.org>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Eric Skoglund <skoglundl@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooks@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>; Soyla Reyna <reynas@cityofnampa.us>; Sylvia Mackrill <mackrill@cityofnampa.us>; Tina Fuller <tfuller@compassidaho.org>; Tom Laws <tlaws@compassidaho.org>; Vickie Holbrook <holbrookv@cityofnampa.us>
Subject: Conditional Use Permit for an Automotive Repair Shop/3321 12th Ave Rd CUP 2179 16

Good Morning! ☺

CUP 2179-16:

James & Michelle Connelly have requested a Conditional Use Permit for the property located at 3321 12th Ave Rd (A 1.23 acre portion of Section 4, T3N, R2W, BM, SE¼, Covert Subdivision No 2, Lots 1, Block 1). This property is within a BC (Community Business) zoning district.

The applicant is requesting the CUP for an Automotive Repair Shop and will go before the Planning & Zoning Commission as a public hearing item on the April 26, 2016 agenda.

Please find attached the CUP 2179-16 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than April 13, 2016.

Thank you & have a great day!