

**City of Nampa  
Regular Council Meeting  
May 2, 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 – Reid Stephan, Nampa North Stake President, Church of Jesus Christ of Latter –Day Saints**

**Roll Call**

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

**Proposed Amendments to Agenda**

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

**Consent Agenda**

- 1) Minutes of the Regular Council Meeting of April 18, 2106; 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) Madison Industrial Park in an IL Zoning District at 16563 Madison Road for Mason & Stanfield, Inc Representing James Brunel
- 5) Authorize Public Hearings
  - a) Rezone from Unzoned to IL and IH Zoning for 62.25 Acres at 100, 212, 300, 360, and 0 W Railroad Street for Daniel Badger Representing City of Nampa Public Works
- 6) Authorize to Proceed With Bidding Process
  - a) NONE
- 7) Monthly Cash Reports
- 8) Licenses for 2016-2017 (All Licenses Subject to Police Approval): **See Attached Liquor Renewal List**
- 9) Approval of Agenda

**Communications**

**Staff Communications**

Staff Report – Michael Fuss

**Unfinished Business**

- 1) Third 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
- 2) First Reading of Ordinance Annexing and Zoning to RS 8.5, RS 12, and RS 18 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
- 3) First Reading of Ordinance Annexing and Zoning to RS 6 for 2208 Sunny Ridge Rd for Nathan Pyles
- 4) First Reading of Ordinance Annexing 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

**New Business**

- 1) Authorize the Mayor to Sign Enterprise Agreement with Microsoft for the Purchase of Software Licenses
- 2) Authorize the Mayor to Sign an Agreement Allowing the Placement of an Idaho Power Electrical Easement Located at the Nampa Recreation Center

- 3) Authorize the Parks & Recreation Director to Sign an Agreement with Healthy Contributions, as a Third Party, Calculating City of Nampa Wellness Program Participation at the Nampa Recreation Center
- 4) Authorize the Parks & Recreation Director to Sign an Agreement with Healthy Contributions Which is a Company that Tracks Attendance for the Purpose of Invoicing Union Pacific Rail Road Employee's Usage at the Nampa Recreation Center
- 5) Request for Waivers for Britannia Heights No. 2
- 6) Award Bid and Authorize Mayor to Sign Contract for 6th Street North Roadway and Waterline Improvements (16th Ave. N. to 1st Ave. N.)
- 7) Authorize Mayor to Sign Local Professional Services Agreement for 12<sup>th</sup> Avenue Pedestrian Hybrid Beacon Crossings (10<sup>th</sup> Ave. S. to 12<sup>th</sup> Ave. S. and Sherman to Dewey)
- 8) Accept Final Selection of Firm and Authorize Staff to Proceed with Contract Negotiations for 2016 Transportation Master Plan Update
- 9) Authorize Mayor to Sign Encroachment Agreement for All Star's Property Management
- 10) Approve Resolution and Authorize ITD to Install U-Turn on Caldwell Boulevard at the Karcher Mall/Lowe's Signal
- 11) First Reading of Ordinance for Irrigation Annexation from Nampa Meridian Irrigation District
- 12) Authorize Summary of Publication for Preceding Ordinance
- 13) First Reading of Ordinance for Irrigation Annexation from Pioneer Irrigation District
- 14) Authorize Summary of Publication for Preceding Ordinance
- 15) First Reading of Ordinance Contracting Boundaries of Nampa Municipal Irrigation District
- 16) Authorize Summary of Publication for Preceding Ordinance
- 17) Authorize the Mayor to Sign Contract with Lurre Construction for Additional Parking at City Hall
- 18) Declare Property Located at 1744 Garrity Boulevard (Parcel #R1428551800) Underutilized, or Not Used for Public Purposes, and 2) Authorize Sale of Property via Public Auction at Nampa City Hall, Council Chambers, at a Time and Date to be Determined
- 19) Approve and Authorize Mayor to Sign Agreement with J.R. Simplot Company for the Transfer of Wastewater Treatment Capacity
- 20) Approve Materne North America Corp Wastewater Capacity Loan and Authorize Public Works to Issue a New Wastewater Industrial Acceptance Permit with an Expiration Date of September 1, 2016
- 21) 1) Declare Equipment as Surplus Property by Resolution, and 2) Dispose of Identified Surplus Property as Recommended by Staff for Wastewater Division
- 22) Authorize Mayor to Sign First Amendment to Lease Agreement with Precision Flight Training, Inc., and Wings 'N' Rotors, LLC for 3315 Airport Road for Nampa Municipal Airport
- 23) Authorize Mayor to Sign Nampa Municipal Airport Land Lease Agreements with Gary Bartlow, with Effective Date of April 19, 2016, for Lots 2004, 2006, and 2008

## Public Hearings

- 1) NONE

## Adjourn

## Next Meeting

### ◆ Regular Council at 6:30 p.m. – Monday, May 16, 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

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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 White to **approve the Consent Agenda with the above mentioned amendments; Regular Council Minutes of April 4, 2016 and Special Council Meeting of February 18, 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) Short Plat for Linden Ridgevue Subdivision in an RS-8.5 zoned area east of Madison Rd and adjacent and east of Ridgevue High School (2 non-residential lots on 22.36 acres - .66 and 21.69 acres - A Portion of NE ¼ Section 34 T4N R2W and a portion of Tax 13278) for Gene Ulmer representing the LDS Church; and authorize the following public hearings: 1) Extending the Current Area of City Impact Boundary & Swapping Parts of the Current Impact Boundary with the City of Caldwell; 2) Modification of Annexation/Zoning Development Agreement between Patrick Scheffler/Shady Grove, LLC and the City of Nampa, recorded 05/11/2007 as Instrument No. 2007032293 - Amending Exhibit "B" to incorporate an amended preliminary plat, and amending Exhibit "C" Conditions of Approval deleting conditions #2 and #5 regarding the relief trunk sewer line and the required minimum dwelling size; and Amended Preliminary Plat Approval for Shady Grove Place Subdivision in an RS-7 zoned area on the west side of Chicago Street, north of the Elijah Drain (37 single family residential lots on 8.70 acres, 4.25 dwelling units per acre - A Portion of the NW ¼ Section 35 T3N R2W) for Shady Grove, LLC; 3) Annexation and Zoning to RS-7 for connection to sewer at 2714 East Amity Avenue (A .386 acre or 16,841 sq ft portion of the SE ¼ Section 26 T3N R2W, Tax 40 in SE ¼ less Tax 96662 and less road), for Michael Mccarver; 4) Annexation and Zoning to RA for connection to pressure irrigation at 80 North Sugar Street (A .772 acre or 33,635 sq ft portion of the SE ¼ Section 23 T3N R2W Plat A Tax 69 in Lot 24 in SE ¼ less road) for Lori and Victor Cordell; 5) Comprehensive Plan Amendment Future Land Use Map Amendment from Employment Center to Low Density Residential, and Annexation and Zoning to RA for a parcel split at 1906 South Powerline Road (A 4.683 acre portion of the SW1/4 of Section 35 T3N R2W, north and east of the Aaron Drain less Tax 49, 59, 60 and 69) for Mark and Sheri Murray; Authorization to Proceed with the Bidding Process: 1) WWTP Drying Bed & Drying Pad Repair Project; 2) Phase I for Midway Park; and 2015-2016 Licenses: (all licenses subject to police approval): Costco Wholesale, 16700 North Market Place, off-premise beer and wine; Fiesta Guadalajara, 1202 North J Alcott Way, on-premise beer, wine and liquor; Stinker Store #44, 524 12th Avenue South, off-premise beer and wine; Stinker Store #48, 224 Holly Street, off-premise beer and wine; Stinker Store #82, 3319 Garrity Boulevard, off-premise beer and wine; Stinker Store #113, 803 12th Avenue South, off-premise beer and wine; Maverik #287, 2211 North Franklin Boulevard, off-premise beer and wine; Maverik #522, 2516 West Karcher Road, off-premise beer and wine; Maverik #178, 723 12th Avenue Road, off-premise beer and wine; El Tenampa, 248 Caldwell Boulevard, on-premise beer, wine and liquor; Tacos El Ray, 2707 Garrity Boulevard, on-premise beer; Tangos Subs & Empanadas, 337 Caldwell Boulevard, on-premise**

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beer; **Nampa Gusher**, 324 3rd Street South, off-premise beer and wine; **Agurilla Restaurant**, 324 11 Avenue North, on-premise beer; **Chicago Connection**, 523 12th Avenue Road, on-premise beer and wine; **Tiny's Lounge**, 10 12<sup>th</sup> Avenue South, on-premise beer, wine and liquor; **El Rinconcito**, 824 1st Street South, on-premise beer; **Prefunk Beer Bar**, 1214 1st Street South, on-premise beer and wine; **Asian Grocery**, 453 Caldwell Boularvd, off-premise beer; **Flying M Coffee**, 1314 2nd Street South, on-premise beer and wine; **JP Thailand Express**, 2025 12th Avenue Road #130, on-premise beer and wine; **Denny's #6640**, 607 Northside Boulevard, 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

Gayle Strack, President of Veteran's Therapeutic Garden. We are a non-profit 501C3 Caldwell based organization. We began several years ago and we are a group of people that is our mission and our heart to show our veterans in our Community that we love and care about what they are going through.

To promote community involvement and investment by building gardens for local veterans with an emphasis on helping disabled veterans and their families. To actively seek out individuals and businesses within the targeted community, then organize them into the project by asking for their involvement of time, materials and cash donations to build the garden. Our goal is to be the catalyst that begins the process, organizes the committees, promotes the fundraising to finance and build the garden from the ground up. Then ultimately turn the garden over to a group or organization that will nurture it and continue to maintain the community involvement and investment that has been established in this case it will be turned over to the Boise Rescue Mission.

Building a garden is a great opportunity for all members of the community to show their love and support for our disabled veterans. There are many ways to help. Time, materials or donations are just a few. Even the littlest helper can make a difference and it's a great way to involve the family on such a great project.

We are here to formally ask for your support and endorsement of the project. We are having a ground breaking ceremony April 22 which is this Friday at 1:00 p.m.

Family Justice Center Director Criselda De la Cruz explained about the Family Justice Center has a foundation and the foundation is the Family Justice Center Foundation of Idaho. Even though it is a separate standalone non-profit it is still the fund raising source for victim services of the Justice Center. We are getting ready to launch a campaign in awareness in domestic violence and Kelly Gibbons with the Family Justice Foundation presented the following report:

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Campaign represents a unified stance that domestic violence is not acceptable in neighborhoods, schools, workplaces, homes, places of worship. The Light in the Window decal lets victims know they are not alone and those displaying the decal are committed to fostering respectful relationships. Participation in the Light in the Window campaign indicates a commitment to work together to create safer homes and communities.



A Light in the Window (ALITW) campaign:

- Decals in the window of community buildings and homes county wide
- Decals in municipal and county vehicles county wide
- The decal indicates a safe place
  - o Resource information will be available in each place
  - o Victims know they are supported
  - o Abuse is not tolerated in that location
- Silent way for entire community to show support and solidarity towards victims
- Heightens awareness about the prevalence of domestic violence and serves as a reminder that each of us has a role in ending domestic violence

Community outreach and awareness:

- Three to six month presence in convenience stores with a donation opportunity
- In October ALITW campaign will have a celebration event for the community

Together we are lighting the way to peace in our hearts, homes, community and in the world.

Director of Building-Safety and Facility Patrick Sullivan said that May was Building Safety Month. Patrick introduces Cashe Olson, senior Plans Examiner and also the current president of the Building, Safety Professionals of Southwest Idaho which is a group of Building Officials and Building Inspectors and design professionals. The first building safety month was initiated by the International Code Council 36 years ago.

The following proclamation was presented - Whereas, our City's continuing efforts to address the critical Issues of safety, energy efficiency, water conservation, and resilience in the built

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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, wild land 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.

Cashe Olson said that the City of Nampa as an agency member insures public safety through education, enforcement of the ICC Building codes which is International Code Council as adopted through the state if Idaho. There is a lot of education on our behalf or for us we meet bi-

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monthly as inspectors to go over the building codes. We do this so we are highly informed of all the situations, building sciences they seem to change on a regular basis. We try to keep up on those. We also meet once a year to keep up on our certifications.

Building Safety Month Campaign helps to improve public safety by increasing awareness about how building codes, code officials improve and protect places where we live, learn, work, worship and play.

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

**City Engineer Update** – Thom Points has accepted the position of City Engineer. He will start on May 16, 2016. For 14 years he has been at the Idaho Transportation Department up through District III and headquarters. He comes with a lot of traffic, street, roadway design experience as well as the transportation funding side.

**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 (IT'D) 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 1-84. 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

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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**

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*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
<b>Project Group A – Ewing</b>	\$12,494,000	\$12,649,729	1.25%	\$5,435,899	43%
<b>Phase I Upgrades Contingency</b>	\$1,500,000	\$1,344,271	N/A	N/A	N/A
<b>TOTAL</b>	\$13,994,000	\$13,994,000	N/A	\$5,435,899	39%

**Cistern Update** – The cistern at well one and two, the oldest wells that we have in the City. Our engineering division was notified today to come out and take a look. The roof was on it yesterday has now fallen into the cistern. This is a project that we had planned for demolishing in the next fiscal year but we will have to get to it sooner. This cistern was built in 1935. It has been out of service for some time. We have been working through all of the water rights to make sure we had that secured before we start demolishing.

The following Ordinance was read 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 second reading.

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

**MOVED** by Skaug and **SECONDED** by Raymond to pass the preceding ordinance under suspension of rules as presented. The Mayor asked for a roll call vote with councilmembers Haverfield, White, Bruner, Raymond, Skaug voting YES. Councilmember Levi voted NO. The

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Mayor declared the ordinance duly passed, numbered it **4244** and directed the clerk to record it as required.

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 second reading.

The following Ordinance was ready by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, **VACATING THE TWENTY (20) FOOT WIDE ALLEY AND RIGHT-OF-WAY LOCATED BETWEEN LOTS 6 AND 7 OF BLOCK 7 AND LOTS 5 AND 8 OF BLOCK 7, OF GRUMBLING AND FULMER'S ADDITION, IN THE CITY OF NAMPA, IDAHO, MORE PARTICULARLY DESCRIBED BELOW, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH. (Applicant Lynn Sharp)**

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 **4245** and directed the clerk to record it as required.

The following Ordinance was ready by title:

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AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING THE TWENTY (20) FOOT WIDE ALLEY AND RIGHT-OF-WAY 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, COMPRISING APPROXIMATELY 6,000 SQUARE FEET, MORE OR LESS, AND MORE PARTICULARLY DESCRIBED BELOW, IN THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH. (Applicant Boise Rescue Mission)

The Mayor declared this the first reading.

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

**MOVED** by Haverfield and **SECONDED** by Levi to pass the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers presented voting **YES** The Mayor declared the ordinance duly passed, numbered it **4246** and directed the clerk to record it as required.

Mayor Henry presented a request to **award the bid for pressure irrigation quality upgrades project to Irminger Construction.**

Michael Fuss presented a staff report explaining that 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):

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- 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	<u>\$ 81,500</u>
<i>Total Estimate</i>	<i>\$ 104,865</i>

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	<u>\$ 122,140</u>
<i>Total Estimate</i>	<i>\$ 145,505</i>

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.

**MOVED** by Skaug and **SECONDED** by Haverfield to **award the bid** and authorize the Mayor to sign the contract with **Irminger Construction** for **pressure irrigation quality upgrades project** in the amount of **\$122,140.00**. 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 to sign Subrecipient Agreement for Grant ID-90-X136 with VRT**.

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Michael Fuss presented a staff report explaining that 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 11<sup>th</sup> Ave. Underpass/1<sup>st</sup> 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

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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.

**MOVED** by Haverfield and **SECONDED** by Levi to **authorize the Mayor to sign Subrecipient Agreement for Grant ID-90-X136 with VRT.** The Mayor asked for a roll call vote with all Councilmembers present voting **YES.** The Mayor declared the  
**MOTION CARRIED**

Mayor Henry presented a request to **authorize the Mayor and Public Works Director to sign a Task Order and Contract for Professional Services between the City of Nampa and Paragon Consulting for the Bike and Ped Network Improvements near downtown Project.**

Michael Fuss presented a staff report explaining that 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 15<sup>th</sup> Ave to 17<sup>th</sup> 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
<i>Total</i>	<i>\$ 492,000</i>

The remaining \$399,000 in the VRT Subrecipient Agreement 1) was used to fund the 12<sup>th</sup> and S. Valley Intersection Improvements and 2) will be used to complete the Amity Ave. Chestnut St. HAWK Pedestrian Signal.

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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.

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

MOTION CARRIED

Mayor Henry presented a request to **authorize the Mayor to sign the Subrecipient Agreement with VRT for the Nampa High School/Lake Lowell Avenue Roadway & Pedestrian Improvements, Skyview High School/Greenhurst Road Multimodal Improvements, Skyview High School/Powerline Road Multimodal Improvements, Centennial Elementary/Lake Lowell Avenue Multimodal Improvements, and Iowa Elementary/Iowa Avenue Multimodal Improvements.**

Michael Fuss presented a staff report explaining that 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.

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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.

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- 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.

**MOVED** by Levi and **SECONDED** by Haverfield to **authorize the Mayor to sign the Subrecipient Agreement with VRT for the Nampa High School/Lake Lowell Avenue Roadway & Pedestrian Improvements, Skyview High School/Greenhurst Road Multimodal Improvements, Skyview High School/Powerline Road Multimodal Improvements, Centennial Elementary/Lake Lowell Avenue Multimodal Improvements, and Iowa Elementary/Iowa Avenue Multimodal Improvements.** 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 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.**

Michael Fuss presented a staff report explaining that 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**

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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)	<u>\$ 150,000</u>
<i>Total</i>	<i>\$ 966,000</i>

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.

**MOVED** by Haverfield and **SECONDED** by Raymond to **authorize the Mayor and Public Works Director to sign the Task Order for Professional Services** between the City of Nampa and **Paragon Consulting** in the amount of **\$102,035.00** for the Nampa High School/Lake Lowell Ave Roadway & Pedestrian Improvements and Skyview High School/Greenhurst Rd

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Multimodal Improvements. 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 bid award for Video Teleconferencing Equipment to Neurilink.**

Assistant Fire Chief Richard Davies presented a staff report explaining that 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).

**MOVED** by Haverfield and **SECONDED** by White to **approve the bid and authorize the Mayor to sign a contract with Neurilink in the amount of \$339,065.31 for video teleconferencing equipment** The Mayor asked all in favor say aye with all Councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request for **authorization for the Family Justice Center to apply for a Grant from the Council on Domestic Violence.**

**MOVED** by Haverfield and **SECONDED** by Skaug to **grant the authorization for the Family Justice Center to apply for a Grant from the Council on Domestic Violence.** The Mayor asked all in favor say aye with all Councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

The following Ordinance was read by title:

City Attorney Aaron Seable presented a staff report explaining that this ordinance is in response to a couple of issues that came up last year. An ordinance was adopted back in 1966, ordinance

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1057 which set forth certain speed limits on certain streets in the City of Nampa. It was not codified in the City Code but it was an ordinance adopted by the Council. Our prosecutors ran into some issue with enforcement of that ordinance especially as it pertained to signage on the boundary, the limits of the City, I believe that the signs last year were green. Some of the Judges correctly noted that they should be white and that was corrected.

This is another cleanup item, what it is doing; it's simplifying and codifying in our City code some of the basics with the respect to speed limits in the City. This just clarifies things. There will be a slight correction, those signs on the City limits sight ordinance 1057 adopted in 1966. A plan is in place by the street department to apply a small sticker to correct the citation to this new city code.

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.**

The Mayor declared this the first reading.

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

**MOVED** by White and **SECONDED** by Skaug to pass the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers presented voting **YES** The Mayor declared the ordinance duly passed, numbered it **4247** and directed the clerk to record it as required.

Mayor Henry presented a request to pass the **Summary of Publication** for the preceding Ordinance.

**MOVED** by White and **SECONDED** by Haverfield to approve the **Summary of Publication** for the preceding Ordinance. The Mayor asked all in favor say aye with all Councilmembers present voting **AYE**. The Mayor declared the

**MOTION CARRIED**

The following Resolution was presented:

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

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**MOVED** by Haverfield and **SECONDED** by Skaug to pass the **resolution** as presented. The Mayor asked for a roll call vote with Councilmembers present voting **YES**. The Mayor declared the resolution passed, numbered it **18-2016** and directed the clerk to record it as required

**MOTION CARRIED**

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

Recreation Director Kortnie Mills presented a staff report explaining that 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 HV AC 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 HV AC and roofing project.

**MOVED** by Haverfield and **SECONDED** by Bruner to **authorize the Mayor and Parks & Recreation Director to sign an agreement with Acco Engineered Systems** for the amount of

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**\$172,500 to complete the Senior Center HVAC and Roofing Project.** The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

Mayor Henry presented a request 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.

Planning and Zoning Assistant Director Robert Hobbs presented the request on behalf of our 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.

Councilmembers had questions on the fence materials and where was the waterway located.

**MOVED** by Haverfield and **SECONDED** by White to **deny** the **subdivision design exception** request to allow a 6' vinyl fence along a waterway in lieu of a 6' chain link fence as normally required by code. The Mayor asked all in favor say aye with Councilmembers Skaug, Levi, Raymond, White, Haverfield voting **AYE**. Councilmember Bruner voting **NAY**. The Mayor declared the

**MOTION CARRIED**

Mayor Henry opened a **public hearing for 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 West Ustick Road, 17535 Star Road, 17547 Star Road, and three parcels addressed as 0 Star Road (A total of 190.36 acres located in the NW ¼ of Section 5 and the E ½ of Section 6, T3N, R1W, BM) and a revised preliminary plat for **Engineering Solutions, LLP** representing **Star Development, Inc.**

Councilmember Levi said for point of disclosure after talking with legal, I had originally at the last meeting said that I would probably recuse myself, but after Counsel has spoken to me I will go ahead and listen to the matter.

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

Robert Hobbs presented the following staff report:

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

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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 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 [A]applicant has since determined it would be more desirable to be within the city limits of Nampa for the development. As the preliminary plat portion of the property is not currently adjacent to the city limits of Nampa, the annexation application includes the adjacent Van Beek properties to provide contiguity. A conceptual site plan consisting of 300 single-family lots has been provided for the 105.29 acre Van Beek property.”

The City’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

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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 Conclusion 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

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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**

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**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....

<b>Overall Platted Site Area-</b>	85.07 acres [still] -- of the 190.36 proposed for annexation
<b>Total, Project Lot Count-</b>	257
<b>Total, Res. Bldg., Lot Count-</b>	234
<b>Total Common Lot Count-</b>	23
<b>Project Density-</b>	~ 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

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**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**

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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

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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 effect 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,

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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...

Michael Fuss presented a staff report explaining that Mr. Center is part of the 2006 sewer reimbursement agreement. That agreement covered about 8,400 different residential units. They expected 8,400 residential units in this general north Nampa area it is call the Birch sewer service area.

The purpose of the reimbursement agreement works is developers did contribute as the applicant stated nearly 3 million to ensure that sewer capacity was available for growth to happen in this area. Mr. Centers is a signature to this agreement he contributed a \$100,000 as the record indicates, so he has been waiting to get this project going.

The City has been collecting latecomer's fees of about \$630 per building permit in this area for residential building permit. The most important is, and directly affected this particular parcel of land is paragraph -14. The Developers who have executed this Agreement have done so based upon their ownership and/or rights to develop certain land parcels ("Developers Parcels") that are either located in the Birch Sewer Area or, although located in the Purdam Sewer Area, are entitled to temporary connection to the Birch sewer. The Developers Parcels are identified by tax parcel numbers on Exhibit C, which tax parcels and their locations relevant to the Birch Service Area can be noted on Exhibit A. The Developers acknowledge that the Sewer System Improvements do not, on their own, bring sewer main lines to all of the Developers Parcels; and to the contrary such constructed facilities are limited to the facilities described in this Agreement. In consideration for the Developers' participation in this Agreement, 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.

In regards to the transportation as part of the development it is going to be required to widen the roads at its frontage and that is consistent with every other development in Nampa. Star Road is an arterial road, if there is a place to put traffic we put them on arterial roads and that is where they should go. As to the intersection the only comment I for there is that the intersections are still actually in the county so Cherry Lane and Star are in the county and Ustick and Star and they would both be in the Nampa Highway District. It would be the Highway Districts responsibility to widening the intersections.

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Councilmembers asked questions of staff.

Aaron Seable answered the question of does the City have the obligation to annex this property due to the agreement. Counsel does have some questions if the City Council of 2006 can contractually obligate a legislative decision of the City Council of 2016. I cannot tell you 100% certainty that you are contractually obligated to annex.

Those appearing in favor of the request were: Don Brandt, 203 11<sup>th</sup> Avenue South.

Those appearing in opposition to the request were: Paul Turnball, 4924 Golden Spur Drive; Connie Turnball, 4924 Golden Spur Drive (was against but didn't speak); Doug Franolich, 4868 Golden Spur; Loren Mart, 17358 Copper Spur Avenue; Travis Dirkes, 4859 Golden Spur Drive; Matt Davison, 4960 Golden Spur Drive; Xenon Long, 17392 Copper Spur; Karl Keeler, 4905 Bronze Spur; Meryl Keller, 4845 Bronze Spur Drive; Shawn Birch, 4809 Bronze Spur Drive;

Becky McKay presented a rebuttal to question brought up in testimony.

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

**MOTION CARRIED**

Councilmembers made comments concerning the annexation and the zoning.

**MOVED** by Haverfield to approve the annexation of for 178.41 acres at 8142 West Ustick Road, 17535 Star Road, 17547 Star Road, and three parcels addressed as 0 Star Road.

City Attorney Aaron Seable explained that the two issues are annexation and the density of the zoning after the annexation is a separate question. I would advise against annexing in a manner that the applicant is not agreeable to, even though the applicant is here and can respond to that, without seeking their input, I would advise against changing the zoning to a level higher than they requested.

Councilmember Haverfield withdrew his motion.

Mayor Henry did a recap of the request of the applicant.

Councilmember Haverfield made comments on the request.

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Aaron Seable said my only caveat, was that the contract if we refer to that, the sentence and the end of a reimbursement agreement appearing to obligate the City to annex not designating at any sense at what zoning. Itself may or may not be enforceable now that is not advise to annexation or honor what you believe the intent was. I am simply stating that I can't tell you a judicial action to attempt to enforce that would be successful.

Councilmember Raymond made comments on the request.

Councilmember Skaug made comments on the request.

Councilmember Bruner made comments on the request.

Councilmember White made comments on the request.

Councilmember Haverfield asked questions of Michael Fuss

Michael Fuss said that we are right in the middle of kicking off another transportation master plan. This is when we establish the size of the road, the type of roads all of those type of those things and they are based on traffic analysis zones which make assumptions of what the development are going to be. Those traffic analysis zones take significant factors, such as the comprehensive plan, they are based primarily on the comprehensive plan. The City of Nampa, previous Councils have identified that this is what they expect Nampa to grow to. So what those densities are is what then established the growth patterns in the traffic analysis zones which then drives the size of the roads. It is a giant computer model that identifies the roads. In that it identifies arterials and collectors, freeways and those types of things. Star Road is identified as a arterial, it will be a five lane facility sometime in the future.

Mayor Henry asked about the five lanes.

Councilmember Levi made comments on the request.

**MOVED** by Skaug and **SECONDED** by Haverfield to **approve the 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 West Ustick Road, 17535 Star Road, 17547 Star Road, and three parcels addressed as 0 Star Road (A total of 190.36 acres located in the NW ¼ of Section 5 and the E ½ of Section 6, T3N, R1W, BM) and the revised preliminary plat with staff recommendations for **Engineering Solutions, LLP** representing **Star Development, Inc.** The Mayor asked for a roll call vote with Councilmembers Raymond, Haverfield, Skaug voting **YES**. Councilmembers Levi, White and Bruner voted **NO**. The Mayor voted **YES** to break the tie. The Mayor declared the

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MOTION CARRIED

Mayor Henry opened a **public hearing** for an **annexation and zoning** to **RS 6** (Single Family Residential – 6,000 sq ft) for **2208 Sunny Ridge Road** (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**.

Nathan Pyles presented the request.

Planning and Zoning Director Norm presented a staff report explaining that the request is for annexation and zoning to RS-6 with the intent to split the lot and build another single family home behind and to the east of the existing home at 2208 Sunny Ridge Road which is .66 acre or 28,954 square foot lot for Nathan Pyles.

**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.

**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

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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.

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

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

**MOTION CARRIED**

**MOVED** by Haverfield and **SECONDED** by Levi to approve the annexation and zoning to **RS 6** (Single Family Residential – 6,000 sq ft) for **2208 Sunny Ridge Road** (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) with staff

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conditions for **Nathan Pyles**. 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 an **annexation and zoning** to **RMH** (Multiple-Family Residential) for a **99-bed Skilled Nursing Facility at 820 and a portion of 1002 North Happy Valley Road** (A 4.536 acre parcel of land being situated in a portion of Lots 1 and 2 of Orchard Heights in the SW ¼ of the SW ¼ of Section 18, T3N, R2W, BM) for **Zoke, LLC – Nate Hosac**.

Nate Hosac presented the request.

Robert Hobbs presented a staff report explaining that the request is for annexation and zoning to RMH of and upon certain land addressed as 820 and a portion of 1002 North Happy Valley Road comprising a 4.536 acre parcel of land 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” for Zoke LLC, Nate Hosac.

**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 Finding of Facts**

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, standalone 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 juxta positioning 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 effect 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

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review of the Developer's request for the Property to be zoned RMH. Inclusive, 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...

Unknown resident came forward and asked about his property being annexed into the City.

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 Levi to **approve the annexation and zoning to RMH (Multiple-Family Residential) for a 99-bed Skilled Nursing Facility at 820 and a portion of 1002 North Happy Valley Road (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) with staff conditions for Zoke, LLC – Nate Hosac**. 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 9:09 p.m.

Passed this 2nd day of May, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**2016 – 2017  
LIQUOR RENEWAL LIST**

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	
Greenhurst Chevron	3030 E Greenhurst Road	02/16/2016
Wing Nutz	1228 N Galleria Drive	02/16/2016
Chapala Mexican Restaurant	525 Caldwell Blvd	02/16/2016
Ridgecrest Golf Club	3730 Ridgecrest Drive	02/16/2016
Landmark Café	3143 E Greenhurst Rd	02/16/2016
Idaho Pizza Company	104 W Iowa	02/16/2016
Applebee's Grill & Bar	1527 Caldwell Blvd	02/16/2016
WingStop	2025 12 <sup>th</sup> Ave Rd #140	02/16/2016
Shari's	1807 Caldwell Blvd	03/07/2016
Shadow Hills LLC	112/114 13 <sup>th</sup> Ave South	03/07/2016
Friendly Fred's	507 16 <sup>th</sup> Ave No	03/07/2016
Brick 29 LLC	320 11 <sup>th</sup> Ave S	03/07/2016
Red Robin	222 Cassia Rd	03/07/2016
Starbuck's	1324 12 <sup>th</sup> Ave Rd	03/07/2016
Smoky Mountain Pizza&Pasta	2007 N Cassia	03/07/2016
Hong Kong Restaurant	117 12 <sup>th</sup> Ave So	03/07/2016
Texas Roadhouse	1830 Caldwell Blvd	03/07/2016
Cost Plus World Market	16412 N Market Blvd	03/21/2016
The Dutch Goose	1125 Caldwell Blvd	03/21/2016
Big Smoke #113	4211 Garrity Blvd	03/21/2016
Big Smoke#115	5687 Franklin Rd	03/21/2016
Big Smoke #109	2318 12 <sup>th</sup> Ave Rd	03/21/2016
Tobacco Connection#16	1107 12 <sup>th</sup> Ave S	03/21/2016
Tobacco Connection#23	16429 Midland Blvd	03/21/2016
Tobacco Connection#12	197 Caldwell Blvd	03/21/2016
Tobacco Connection#32	2918 Greenhurst	03/21/2016
Tobacco Connection#1	323 11 <sup>th</sup> Ave N	03/21/2016
Aces Place	1652 Garrity	04/4/16
Nampa Civic Center	411 3 <sup>rd</sup> St. South	04/4/16
Ford Idaho Center	16200 Idaho Center	04/4/16
La Botana	1512 1 <sup>st</sup> 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 1 <sup>st</sup> St South	04/04/2016
Jacksons#144	11950 W Kareher 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 22 <sup>nd</sup> Ave S	4/04/2016
Jacksons#59	2513 Caldwell	4/04/2016
Jacksons# 5	1407 Franklin	4/04/2016
Pete's Tavern	11 12 <sup>th</sup> Ave S	4/04/2016

**2016 – 2017  
LIQUOR RENEWAL LIST**

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	
Gem Stop #20	1520 S. Middleton Rd	4/04/2016
Gem Stop#32	111 S Midland Blvd	4/04/2016
Gem Stop#15	1604 2 <sup>nd</sup> 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 12 <sup>th</sup> Ave Rd	4/04/2016
Costeo Wholesale	16700 N. Market Place	4/18/2016
Fiesta-Guadalajara	1202 N J Alecott 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 Kareher 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 12 <sup>th</sup> 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
1918 Lounge	10 13th Ave	5/2/2016
Brewer's Haven	1311 12th Ave Road	5/2/2016
The Rusty Canteen	1911 1st St North	5/2/2016
El Rodeo Restaurant	910 3rd St South	5/2/2016
Hispanic Cultural Center of Idaho	315 Stampede Drive	5/2/2016
La Ranchera Nampa	122 Holly St	5/2/2016
Howard's Tackle Shoppe Inc.	1707 Garrity Boulevard	5/2/2016
Messenger	1224 1st St S.	5/2/2016
Nampa Bowl	485 Caldwell Blvd	5/2/2016
Campos Market Nampa	3302 Caldwell Blvd	5/2/2016
Idaho Center Chevron	5950 E Franklin Rd	5/2/2016
Little Saigon Vietnamese	1305 2nd St South Ste 100	5/2/2016

CITY OF NAMPA  
REGULAR COUNCIL  
MAY 2, 2016  
**STAFF REPORT BY PUBLIC WORKS DEPARTMENT**  
**MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR**

**Domestic Water Sampling**

In the wake of Flint, Michigan, and the National attention that has been brought to concerns over lead in domestic drinking water, Public Works Water Division staff is working with the Idaho Department of Environmental Quality (IDEQ) to be proactive by selecting additional sampling sites. 60 sites throughout the City will be sampled from homes and businesses built prior to 1987. Municipalities throughout the State are to include lead levels in annual reporting of drinking water quality to IDEQ. The City's 2014 water quality report is attached for review (see Exhibit A). As in the past, no samples exceeded the maximum contaminant level or the action level.

**Change in Industrial Customer Billing**

To provide better customer service, with more convenient payment options and online services, beginning May 1 industrial customer billing will be performed by Utility Billing staff. Wastewater staff has worked with Utility Billing over the last couple of months to ensure a smooth transition. Environmental Compliance Division will continue to sample and complete the calculation process and be available to answer customer questions.

Industrial customers were notified of this change via a letter, and a sample invoice, in their March 2016 billings. The most noticeable change in the new customer invoice is the appearance and improved payment options.

**National Public Works Week, May 15 - 21, 2016**

National Public Works Week is celebrated the third week of May every year to call attention to the importance of public works projects, programs and services. This year's theme, "Public Works Always There" recognizes the role public works plays in planning, building and maintaining infrastructure projects that will allow future generations to enjoy a higher quality of life.

On Wednesday, May 18, City of Nampa Public Works Week activities include a field trip for Nampa School District elementary students and a career fair for high school students. Students will tour the Wastewater Treatment Plant and participate in a variety of age appropriate, hands on activities and demonstrations at the Street Division yard. Heavy equipment will be on display, mechanics will demonstrate how they work on fire trucks, and students will learn about the water aquifer. On Thursday, May 19, Public Works employees will be honored with an appreciation picnic at Lions Park.

## EXHIBIT A



# 2014 City of Nampa Annual Water Quality Report

*Este informe contiene informacion importante acerca de su agua potable.  
Haga que alguien lo traduzca para usted, o hable con alguien que lo entienda.*

## Water Information

Last year, as in years past, your tap water met all EPA and state drinking water health standards. The City of Nampa vigilantly safeguards its water supplies and we are proud to report that our system has not violated a maximum contaminant level or any other water quality standard. This report is a snapshot of last year's water quality. We conducted more than 1,300 tests for 80 contaminants last year and your tap water met all U.S. Environmental Protection Agency (EPA) and state drinking water health standards. Included are details about where your water comes from, what it contains, and how it compares to EPA and state standards. We are committed to providing you with this information because informed customers are our best allies.

## Where does NAMPA's water come from?

The City of Nampa's drinking water supply is provided by 14 ground water sources (wells) which draw from the Snake River Plains Aquifer to serve our more than 81,000 customers.

## Source Water Assessment

In 1996, Congress amended the Safe Drinking Water Act to emphasize the protection of surface and ground water sources used for public drinking water. The amendments require that each state possessing primary over its drinking water develop a source water assessment plan for public drinking water sources, conduct assessments on all public water systems, and make the assessments available to the public.

The City of Nampa's Source Water Assessment can be requested through ID DEQ at 373.0500.

PWS 83140030

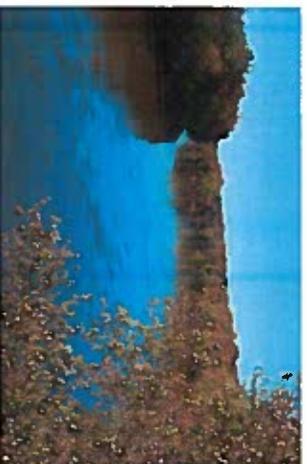
## Tap Water or Bottled Water

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791). The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present include:

- ◆ Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- ◆ Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming.
- ◆ Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- ◆ Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- ◆ Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.



## Health Notes



Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers.

EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Water Drinking Hotline at 800.426.4791.

### ARSENIC

While your drinking water meets EPA's standard for arsenic, it does contain low levels of arsenic. EPA's standard balances the current understanding of arsenic's possible health effects against the cost of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

### NITRATE

Nitrate in drinking water at levels above 10 parts per million (ppm) is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant, you should ask advice from your health care provider.

### LEAD

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Nampa is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds or 2 minutes before using water for drinking and cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at 800.462.4791 or [www.epa.gov/safewater/lead](http://www.epa.gov/safewater/lead).

# Drinking Water Quality – 2014

The water quality table shows how the quality of your drinking water in 2014 compared to the standards set by the EPA and the ID DEQ. The tables in this report list minimum and maximum values for substances detected in our sources of supply. All testing performed is in accordance with all regulations. Each of the regulated contaminants compares to a Maximum Contaminant Level (MCL) and a Maximum Contaminant Level Goal (MCLG) established by the EPA and the State of Idaho. We tested for more than 80 substances in the water and detected only those indicated in the Drinking Water Quality Table. Some of the information is technical in nature so we have provided definitions on the following page.

## Primary Standards directly related to the safety of drinking water.

Contaminants & Disinfectant By-Products	MCLG	MCL	Highest Result	Range of Results	Sample Date	Violation	Typical Source	
Chlorine (as Cl <sub>2</sub> ) (ppm)	4	4	0.45	0.13 - 0.45	2014	No	Water additive used to control microbes	
TriHMs (Total Trihalomethanes) (ppb)	NA	80	7.9	ND - 7.9	2014	No	Disinfection by-product	
Halocetic Acids (HAA5) (ppb)	NA	60	ND	ND	2014	No	Disinfection by-product	
<b>Inorganic Contaminants</b>								
Arsenic (ppb)	0	10	8	2 - 8	2013	No	Erosion of natural deposits	
Barium (ppm)	2	2	.08	0.003 - .08	2013	No	Erosion of natural deposits	
Chromium (ppb)	100	100	5	3 - 5	2013	No	Erosion of natural deposits	
Fluoride (ppm)	4	4	1.45	0.45 - 1.45	2013	No	Erosion of natural deposits	
Nitrate (measured as Nitrogen) (ppm)	10	10	6.8	0.2 - 6.8	2014	No	Runoff from fertilizer use, Erosion of natural deposits	
<b>Microbiological Contaminants</b>								
Total Coliforms (5 positive in monthly samples)	0	5	0	NA	2014	No	Naturally present in the environment	
<b>Radioactive Contaminants</b>								
Alpha emitters (pCi/L)	0	15	7	3.6 - 7	2013	No	Erosion of natural deposits	
Radium (pCi/L) (combined 226/228)	0	5	0.3	0.1 - 0.3	2012	No	Erosion of natural deposits	
Uranium (ug/L)	0	30	18	3 - 18	2013	No	Erosion of natural deposits	
<b>Inorganic Contaminants</b>								
Copper - action level at consumer taps (ppm)	MCLG	AI	Result	Highest	Sample Date	# Samples Exceeding AI	Exceeds AI	Typical Source
1.3	1.3	0.08	2013	0	No	Corrosion of household plumbing systems; Erosion of natural deposits		
Lead - action level at consumer taps (ppb)	0	15	0	2013	0	No	Corrosion of household plumbing systems; Erosion of natural deposits	

## What does ppm or ppb mean?

ppm (one part per million) & ppb (one part per billion) & ppt (one part per trillion) are units of measurement used to describe the concentration of a substance in a liquid or solid.

ppb (one part per billion) & ppt (one part per trillion) are units of measurement used to describe the concentration of a substance in a liquid or solid.

ppb (one part per billion) & ppt (one part per trillion) are units of measurement used to describe the concentration of a substance in a liquid or solid.

## Secondary Standards are related to the aesthetics of the drinking water.

City of Nampa Secondary and Other Contaminants		MAX CONTAMINANT LEVELS (MCL/D)	YOUR WATER RESULTS (MCL/D)
ANALYSIS	MAX CONTAMINANT LEVELS (MCL/D)		YOUR WATER RESULTS (MCL/D)
MEDIA	NONE	15.0	
APPEARANCE	NONE	5.0	
BIODURANCE	1.0	0.07	
CHLORIDE	NONE	5.0	
CYANIDE	0.005	NONE	
CHROMIUM	0.1	0.001	
CORROSION	NONE	40	
FLUORIDE	4.0	1.45	
HARDNESS	NONE	700	
IRON	0.3	0.001	
PH	6.5 - 8.5	7.5 - 8.5	



Did you know that an American home can waste, on average, more than 11,000 gallons of water every year due to running toilets, dripping faucets, and other household leaks? Check out the EPA website for finding and fixing leaks at: [www.epa.gov/watersense](http://www.epa.gov/watersense)

## Definitions

**Action Level (AL)**: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**Maximum Contaminant Level (MCL)**: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLG as feasible using the best available treatment technology.

**Maximum Contaminant Level Goal (MCLG)**: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**Maximum Residual Disinfectant Level (MRDL)**: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Maximum Residual Disinfection Level Goal (MRDLG)**: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**NA**: Not applicable

**MD**: Not detected

**ppm**: Parts per million, or milligrams per liter (mg/L)

**Primary Standards**: Federal drinking water regulations for substances that are health related. Water suppliers must meet all primary drinking water standards.

**Secondary Standards**: Federal drinking water measurements for substances that do not have an impact on health. These reflect aesthetic qualities such as taste, odor and appearance. Secondary standards are recommendations, not mandates.

For more information, go to [www.nampawaterdivision.org](http://www.nampawaterdivision.org) or email [water@cityofnampa.org](mailto:water@cityofnampa.org). Call our office at 208.468.5980. The City of Nampa's Council usually meets the first and third Monday of the month.

**ORDINANCE NO. 4248**

**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.**

WHEREAS, all required public hearings have been held regarding the proposed modification to the Annexation and Zoning Development Agreement to which that certain real property commonly known as Timbercreek Subdivision, in Nampa, Canyon County, Idaho, more particularly described in Exhibit "A," attached hereto and made a part hereof by this reference, is subject, which agreement is described in Ordinance No. 4129, 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;

WHEREAS, it is deemed to be in the best interests of the City of Nampa to so modify the above-identified Annexation and Zoning Development Agreement.

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

**Section 1.** That the Annexation and Zoning Development Agreement for the subject property, described in Ordinance No. 4129, recorded on August 7, 2014, as Instrument No. 2014-028508, records of Canyon County, Idaho, is hereby modified as set forth in that certain "AMENDMENT TO DEVELOPMENT AGREEMENT," marked as Exhibit "B," attached hereto and made a part hereof by this reference.

**Section 2.** That the City Planning Director is hereby directed to alter the Use and Area Map accordingly.

**Section 3.** This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

**Section 4.** 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 5.** All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 2<sup>ND</sup> DAY OF MAY, 2016.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 2<sup>ND</sup> DAY OF MAY, 2016.

APPROVED:

BY \_\_\_\_\_  
MAYOR

ATTEST:

BY \_\_\_\_\_  
CITY CLERK OR DEPUTY

**EXHIBIT A – 1**

**LEGAL DESCRIPTION FOR ANNEXATION  
1149 S POWERLINE ROAD**

A parcel of land located in the Northeast 1/4 of Section 34, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho. Being further described as follows:

**BASIS OF BEARINGS:**

The East line of the Northeast 1/4 of Section 34, Township 3 North, Range 2 West, Boise Meridian, derived from found monuments and taken as South 00°36'23" West with the distance between monuments found to be 2,645.01 feet.

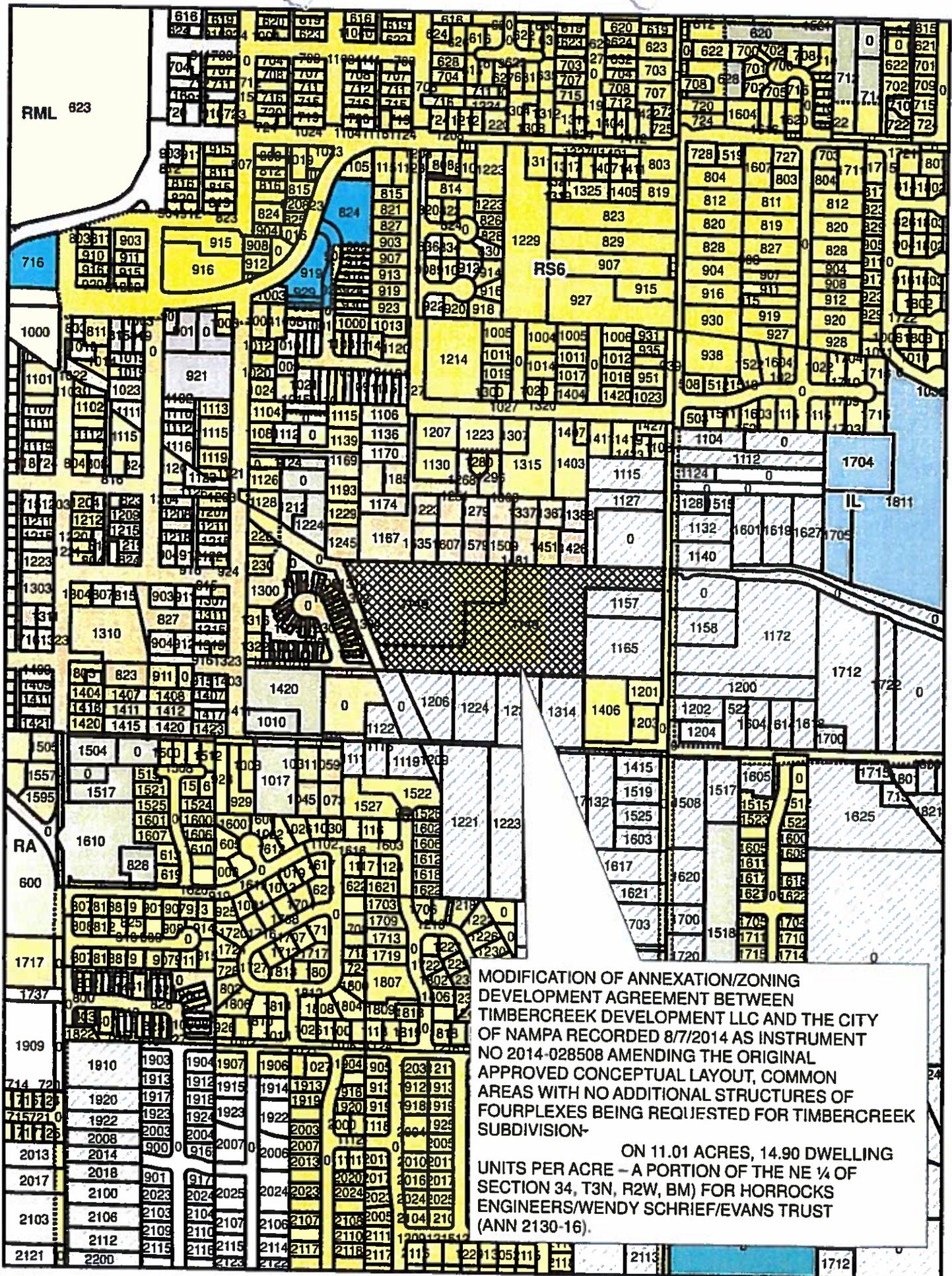
COMMENCING at the East 1/4 corner of said Section 34;  
thence along the East line of the Northeast 1/4 of said Section 34 North 00°36'23" East a distance of 689.90 feet to the POINT OF BEGINNING;  
thence leaving said East line North 89°13'15" West a distance of 370.05 feet;  
thence South 00°36'23" West a distance of 379.97 feet;  
thence North 89°13'30" West a distance of 863.67 feet to a point on the centerline of the Aaron Canal;  
thence along the centerline of said Aaron Canal North 22°45'56" West a distance of 507.86 feet to a point on the centerline of Elijah Canal;  
thence leaving said centerline and along said centerline of Elijah Canal South 89°35'15" East a distance of 1,435.19 feet to the East line of said Northeast 1/4;  
thence leaving said centerline and along said East line South 00°36'23" West a distance of 94.73 feet to the POINT OF BEGINNING.

Said Parcel containing 487,221 square feet or 11.19 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

**END OF DESCRIPTION**

Lawrence H. Koerner P.L.S. 8251  
Timberline Surveying  
847 Park Centre Way, Suite 3  
Nampa, Idaho 83651  
(208) 465-5687





MODIFICATION OF ANNEXATION/ZONING  
 DEVELOPMENT AGREEMENT BETWEEN  
 TIMBERCREEK DEVELOPMENT LLC AND THE CITY  
 OF NAMPA RECORDED 8/7/2014 AS INSTRUMENT  
 NO 2014-028508 AMENDING THE ORIGINAL  
 APPROVED CONCEPTUAL LAYOUT, COMMON  
 AREAS WITH NO ADDITIONAL STRUCTURES OF  
 FOURPLEXES BEING REQUESTED FOR TIMBERCREEK  
 SUBDIVISION-  
 ON 11.01 ACRES, 14.90 DWELLING  
 UNITS PER ACRE – A PORTION OF THE NE ¼ OF  
 SECTION 34, T3N, R2W, BM) FOR HORROCKS  
 ENGINEERS/WENDY SCHRIEF/EVANS TRUST  
 (ANN 2130-16).

## AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into this 20th day of April, 2016 (the "Effective Date") by and between the City of Nampa, a municipal corporation (the "City") and Timbercreek Partners LLC hereinafter referred to as the [new] "Owner(s)/Developer(s)" of an apartment project in Nampa, Idaho referred to as "Timbercreek Development".

### RECITALS

The City and Timber Creek Development LLC [as former Owner(s)/Developer(s)] entered into that certain Development Agreement (the [original] "Agreement") dated 21 July 2014 and recorded in the records of Canyon County, Idaho as Instrument No. 2014-028508, Ordinance 4129.

The **Agreement** was made in reference to the potential development of certain real property legally described in Exhibit A to the Agreement (the "**Property**").

The City, current Owner and Developer as parties to this Amendment, wish, and mutually consent, to amend the original **Agreement** by executing a Development Agreement Modification (hereinafter the "**Amendment**") as set forth herein.

### AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the covenants contained herein, the parties agree as follows:

1. Defined Terms. Except as set forth herein, the defined terms used in the original Agreement shall have the same meaning in this **Amendment**.
2. Development Agreement Recitals. The RECITALS section of the [original] **Agreement** is, and shall be, hereby amended to read, and require, as follows:

### RECITALS

- A. Owner(s)/Developer(s) is/are [now] the owner of approximately 11.10 acres of land legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").
- B. Owner(s)/Developer(s) applied to City on or about 19 January 2016 (the "date of application") for Development Agreement Modification approval in order to revise the development layout and building types associated with a formerly approved residential subdivision containing multiple-family residential structures (4-plexes) known as "Timbercreek Subdivision" -- hereinafter the "**Development**" in the same RML (Limited Multiple-Family Residential) zoning district and upon the same **Property**; as to which the original **Agreement** appertained.

Multiple-Family Residential) zoning district and upon the same **Property**; as to which the original **Agreement** appertained.

C. City, pursuant to Section 10-2-5 of Nampa City Code, and, Idaho Code Section 67-6511A, has the authority to modify/amend a Development Agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area or for modifying or nullifying former approvals.

D. City's Planning and Zoning Commission and City's City Council have held public hearings as prescribed by law with respect to the development of the Property and this **Agreement**. City originally approved the requested rezoning of the Property to RML subject to the terms and commitments contained in the original **Agreement**. City has since approved the revision/amendment of the Development on the **Property** for the stated purpose of allowing the construction of a different style of four-plex building on the **Property**, to facilitate the division of any of the four-plex structures into townhouses, and, to allow a different **Development** layout than previously approved under the old **Agreement**. Owner(s)/Developer(s) agree that "build-out" of the **Property** shall be in substantial accordance with the modification entitlement plans/exhibits submitted to and approved by the City, and, in conformance with City adopted codes, laws, fees and policies.

E. City, pursuant to Section 10-2-5 of Nampa City Code, and, Idaho Code Section 67-6511A, has accordingly and subsequently authorized this **Amendment**, with the following stipulations that:

1. Exhibits "B". Exhibit "B" of the original **Agreement** is, and shall be, deleted and a new conceptual site plan layout page set shall be substituted for the same, a copy of which [collectively] are hereto attached as "Exhibits B" (CONCEPT SITE AND APARTMENT BUILDING PLANS).

2. Exhibit "C". Exhibit "C-2", of the original Agreement is, and shall be, replaced with a new Exhibit "C-2" new section, titled "Exhibit C-2" (BERM DETAIL).

F. Continued Effectiveness of Terms of Agreement. Except as provided in this **Amendment**, the [original] terms and conditions of the **Agreement** shall remain in full force and effect.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT A – 1**

**LEGAL DESCRIPTION FOR ANNEXATION  
1149 S POWERLINE ROAD**

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**BASIS OF BEARINGS:**

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COMMENCING at the East 1/4 corner of said Section 34;  
thence along the East line of the Northeast 1/4 of said Section 34 North 00°36'23" East a distance of 689.90 feet to the POINT OF BEGINNING;  
thence leaving said East line North 89°13'15" West a distance of 370.05 feet;  
thence South 00°36'23" West a distance of 379.97 feet;  
thence North 89°13'30" West a distance of 863.67 feet to a point on the centerline of the Aaron Canal;  
thence along the centerline of said Aaron Canal North 22°45'56" West a distance of 507.86 feet to a point on the centerline of Elijah Canal;  
thence leaving said centerline and along said centerline of Elijah Canal South 89°35'15" East a distance of 1,435.19 feet to the East line of said Northeast 1/4;  
thence leaving said centerline and along said East line South 00°36'23" West a distance of 94.73 feet to the POINT OF BEGINNING.

Said Parcel containing 487,221 square feet or 11.19 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

**END OF DESCRIPTION**

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Timberline Surveying  
847 Park Centre Way, Suite 3  
Nampa, Idaho 83651  
(208) 465-5687



1" = 200'

27 26  
N.E. COR.  
BRASS CAP  
SEC. 34

1880.38  
500.3623 W - 2645.01  
BASIS OF BEARING

POWERLINE ROAD  
689.90'

34  
E. 1/4 COR  
ALUMINUM CAP

S89° 35' 15" E - 1435.19'  
ELIJAH CANAL

1149 POWERLINE RD.

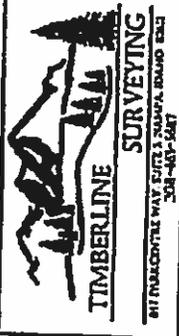
487,221 sq. ft.  
11.19 ac.

N22° 45' 56" W - 507.86'  
AARON CANAL

S0° 36' 23" W  
94.73'  
N89° 13' 15" W P.O.B.  
370.05'

S0° 36' 23" W  
379.97'

N89° 13' 30" W - 863.67'



1149 POWERLINE ROAD  
A PORTION OF NORTHEAST 1/4 OF SECTION 34,  
TOWNSHIP 3 NORTH, RANGE 2 WEST, B.M.,  
CANYON COUNTY, IDAHO





**EXHIBITS "B"**

**CONCEPT SITE AND APARTMENT BUILDING PLANS**



EXHIBIT B-2 CONCEPT APARTMENT  
BUILDING PLAN A

Opt A

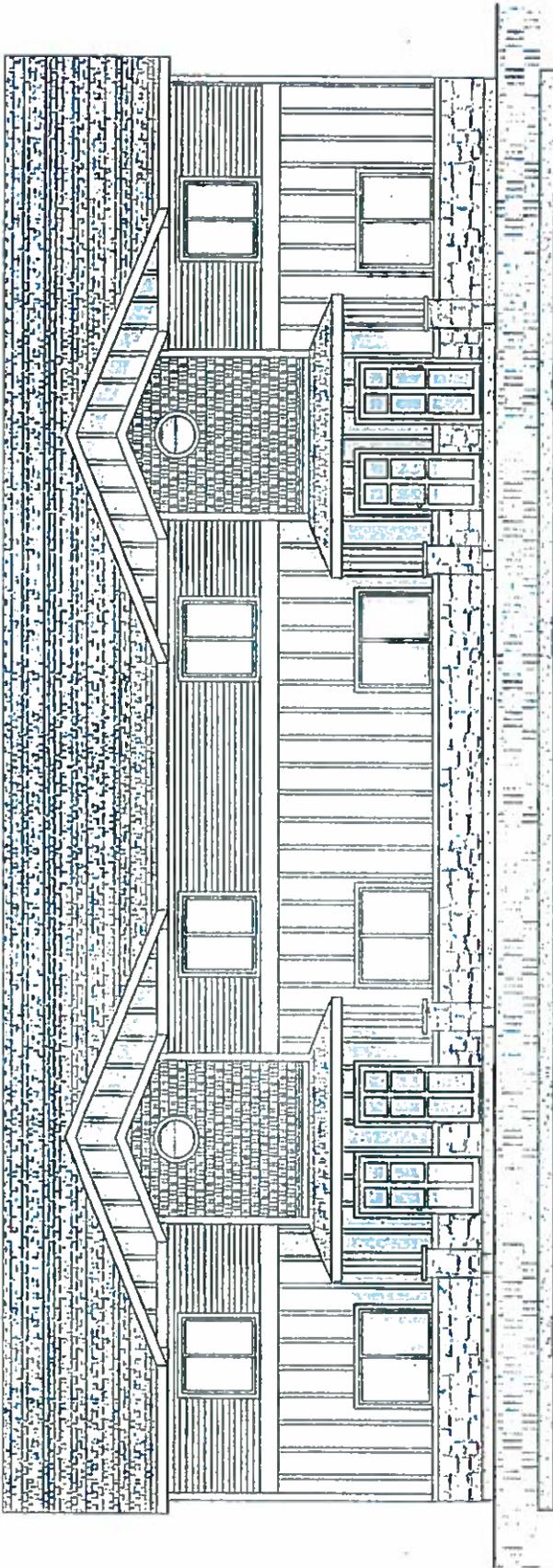
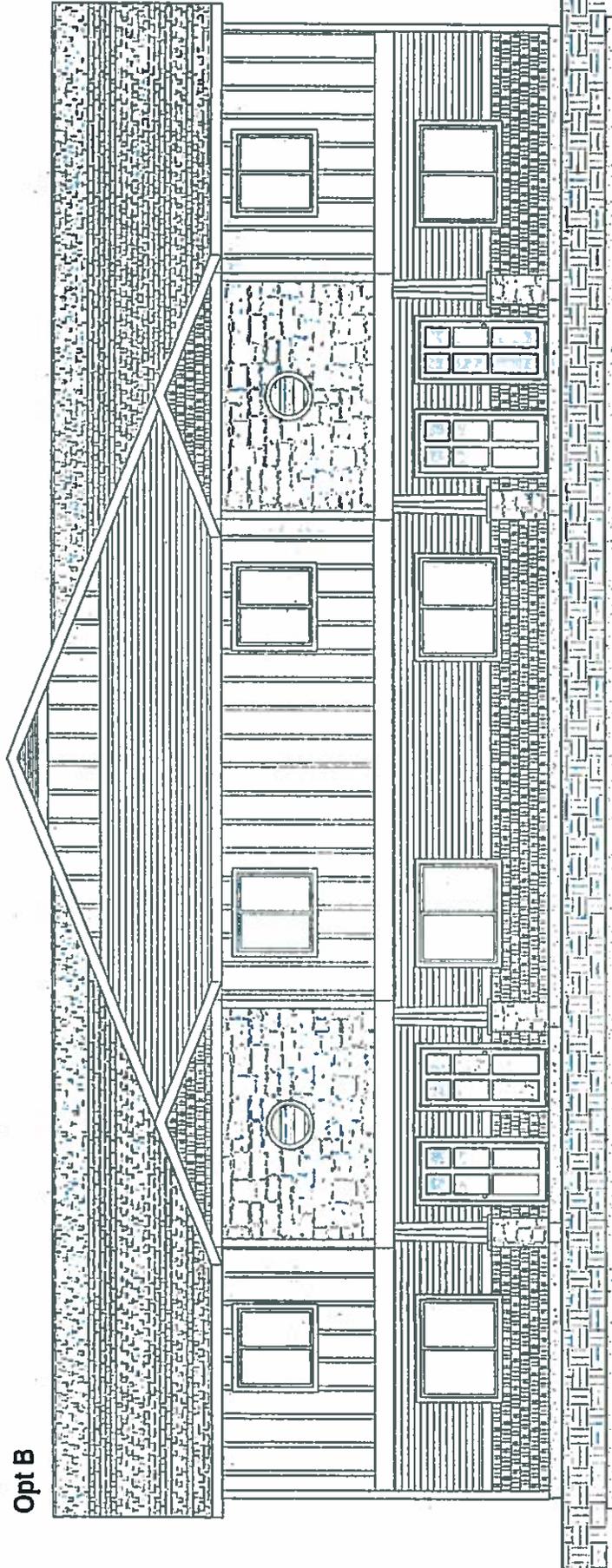


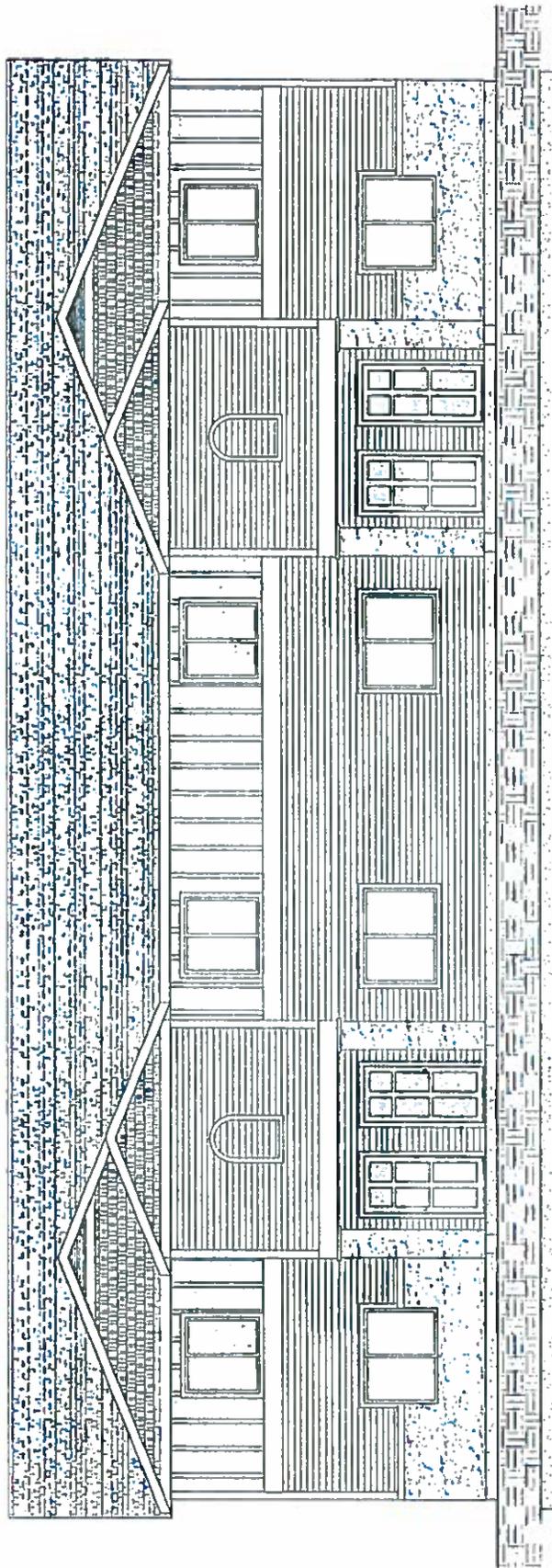
EXHIBIT B-3 CONCEPT APARTMENT  
BUILDING PLAN B



Opt B

EXHIBIT B-4 CONCEPT APARTMENT  
BUILDING PLAN C

Opt C



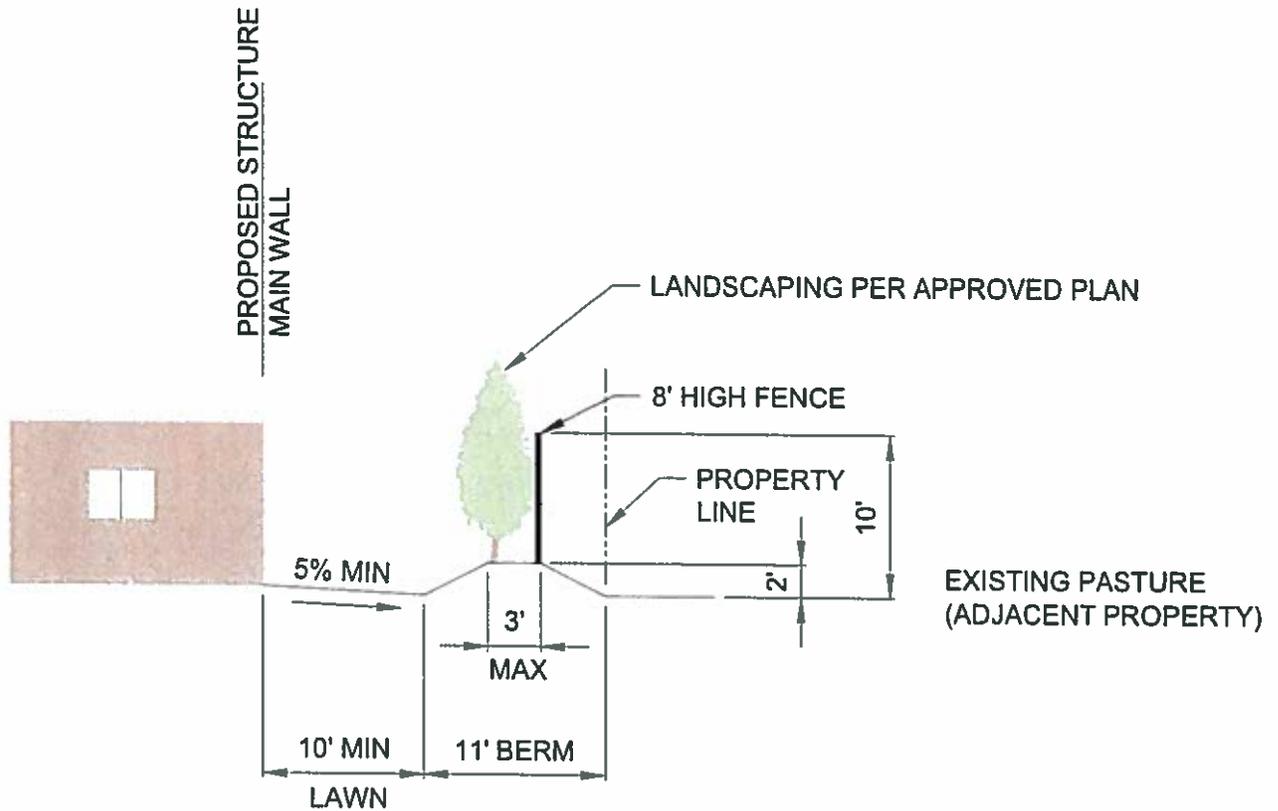
**EXHIBIT “C-2”**

**BERM DETAIL**

EXHIBIT C-2 BERM DETAIL

TIMBERCREEK - SOUTH PROPERTY LINE  
BERM EXHIBIT

NTS



**HORROCKS**  
ENGINEERS

5700 E. Franklin Road, Suite 160  
Nampa, ID 83687 (208) 463-4197

E Carol St

6th St N

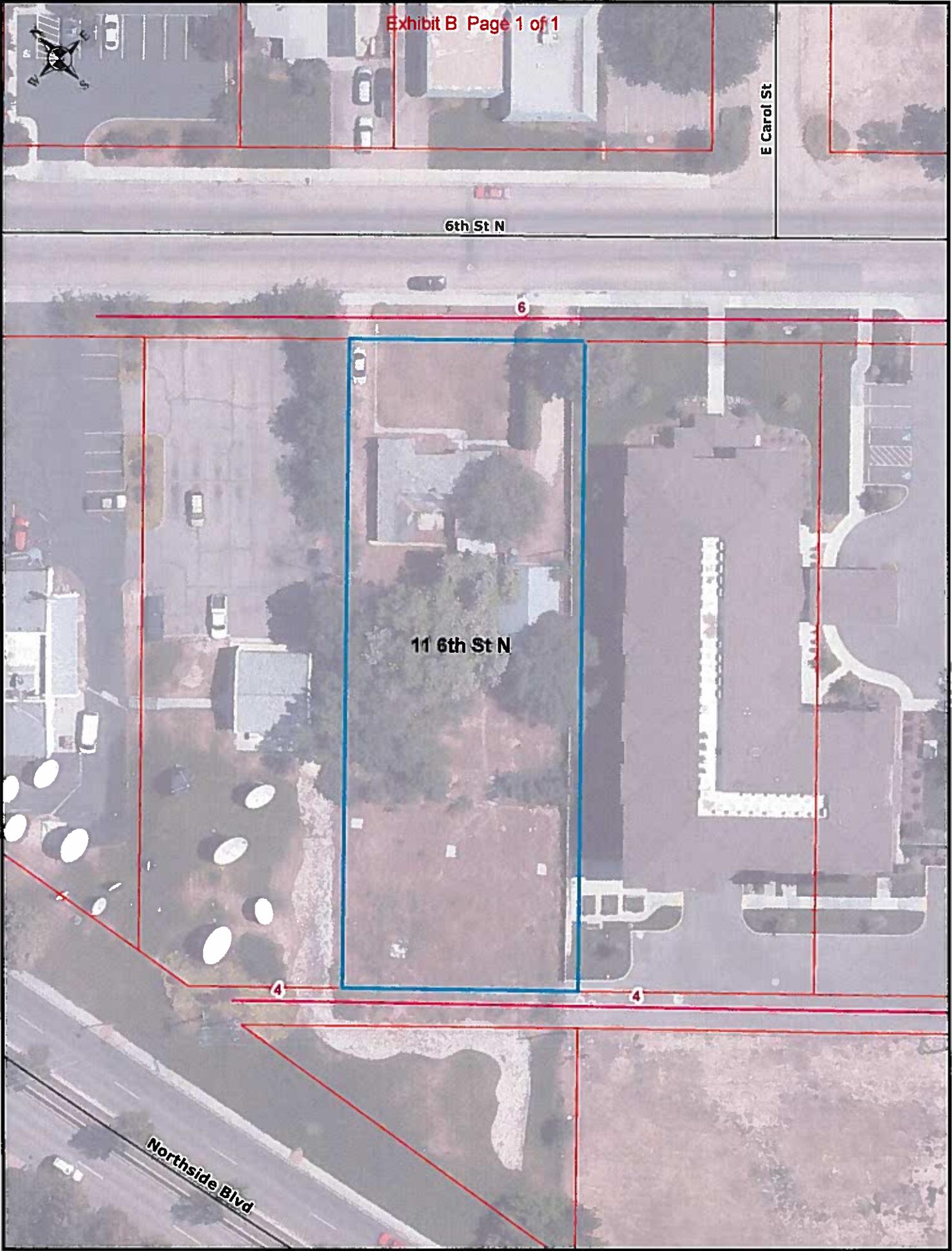
6

11 6th St N

4

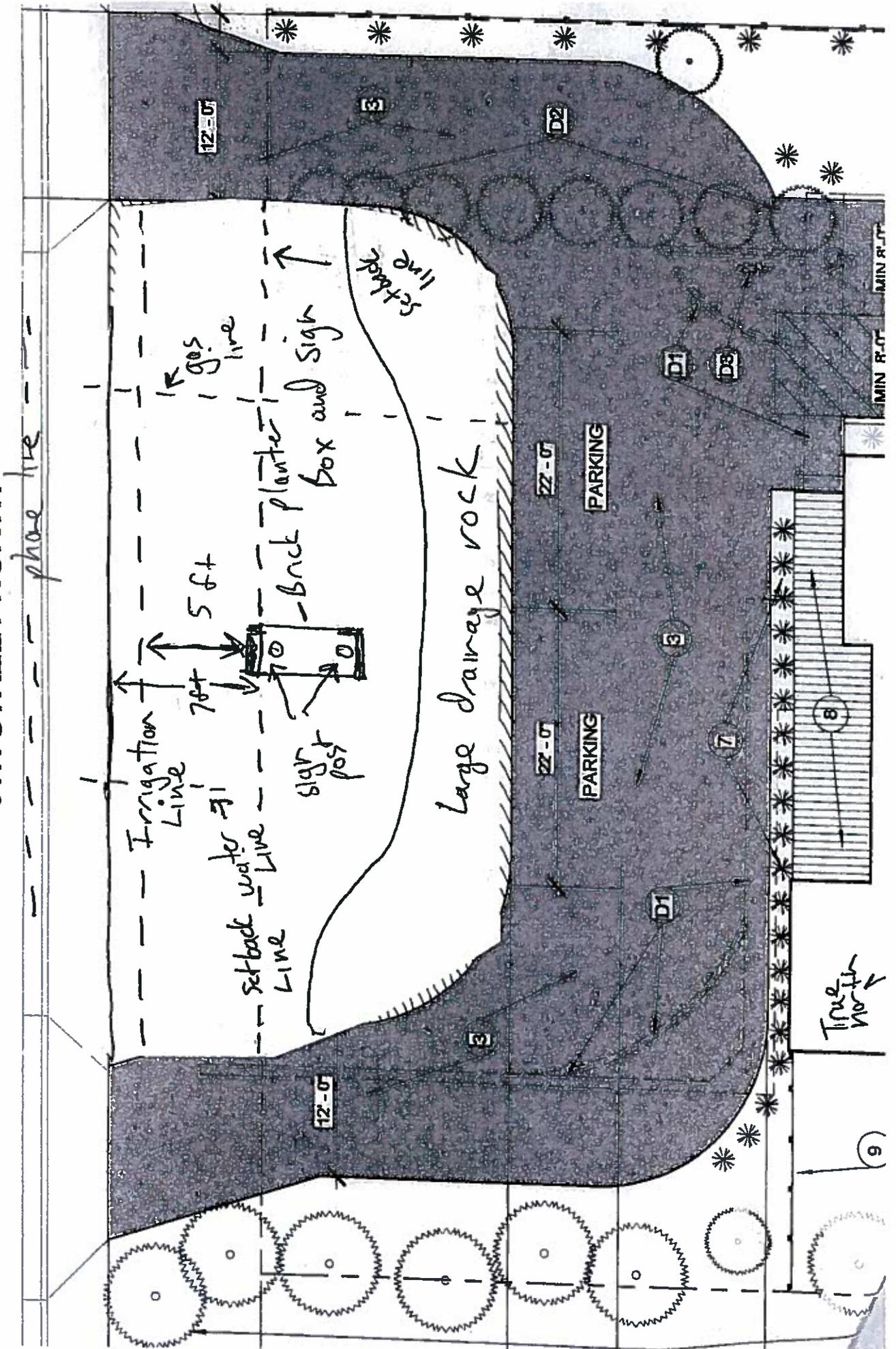
4

Northside Blvd



1" = 10' - 0"

# 6TH STREET NORTH



Time North

9

RAIN R.O.T.

## ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of April 2016 2015, by and between the CITY OF NAMPA, a municipal corporation, hereinafter referred to as the "City", and Craig Everett hereinafter collectively referred to as "Second Party".

WITNESSETH:

WHEREAS, the City has a public easement on and/or an easement through the following described real property located at 11 6th St N, Nampa, Idaho, Canyon County, which is owned by Second Party, described as:

**See attached Exhibit "A"**

WHEREAS, Second Party desires an encroachment agreement for a sign in public right of way, hereinafter referred to as the "improvement," on Second Party's above described property, which improvement would encroach upon the City's easement.

NOW, THEREFORE, in consideration for the City allowing the Second Party to retain the improvement which will encroach upon the City's easement, the City and the Second Party covenant and agree as follows:

1. The Second Party recognizes that the improvement on the City's right of way is an encroachment.
2. Upon notification from the City that the encroached area must be utilized by the City for maintenance or construction of utilities, sidewalk or roadway, the Second Party agrees that Second Party will, within 30-days of such notification, remove the encroachment from the City's easement at Second Party's expense. In the event the Second Party fails, within such 30-day period to remove the encroachment, the City may cause said encroachment to be removed and the expense of such removal will be borne by the Second Party, who agrees to pay the same. Restoration of the improvement following such maintenance or construction, if practical, shall be the responsibility of Second Party.
3. Notwithstanding anything herein contained to the contrary, the City shall have the right to immediately cancel and terminate this Agreement at any time and without prior notice to Second Party; the City can require the Second Party to permanently remove the improvements, installations or manner of encroachment from the easement at Second Party's own expense, and if Second Party shall fail to do so within 30 days from City's notification to Second Party, the City may cause all improvements, installations or manner of encroachment to be removed from the right of way and the expense of said removal will be borne by the Second Party, who agrees to pay the same.
4. Second Party shall construct, maintain and repair the improvement at Second Party's own cost and expense.
5. In consideration for allowing Second Party to encroach upon its right of way at no charge, Second Party does hereby indemnify and hold the City and its personnel, employees and

agents harmless from any and all liability, loss, claim, demand or action, costs or attorneys fees, by any person and/or entity, or any assigns of any claims, arising from the encroachment upon and use of this easement by Second Party or any persons going onto the easement, whether invitees of Second Party or otherwise.

Second Party expressly executes this Agreement with the intent of relieving the City of any and all liability created by or arising from Second Party's encroachment upon and use of the easement and hereby discharges the City and its assigns and legal representatives from all claims, demands, causes of action, liability, loss, costs or attorneys fees, and/or any other claim with respect to which this Agreement is executed, that may arise through Second Party, or anyone claiming under Second Party, against the City or its legal representatives, successors and assigns.

6. In the event an action is brought to enforce any of the terms or provisions of this Agreement, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law. In case suit shall be brought for an unlawful detainer, Second Party shall pay to City all costs, expenses and attorney's fees which shall be incurred by City in obtaining possession of the easement.

7. This Agreement shall be construed under the laws of the State of Idaho. This Agreement shall inure to and bind the respective heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto execute this Encroachment Agreement the day and year first above written.

CITY OF NAMPA - APPROVED BY:

AUTHORIZED SIGNATOR(S):

\_\_\_\_\_  
Robert L. Henry, Mayor

\_\_\_\_\_  


ATTEST:

\_\_\_\_\_  
Deborah Bishop, City Clerk

\_\_\_\_\_  
Date 4/20/16

STATE OF IDAHO )  
  :SS  
County of Canyon )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Henry, the Mayor of the City of Nampa, Idaho, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the City of Nampa, Idaho, and was so authorized to do so.

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

(SEAL)

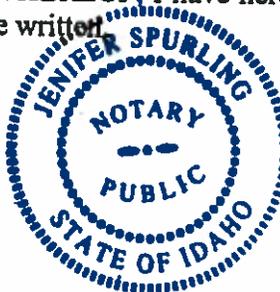
\_\_\_\_\_  
Notary Public for Idaho  
Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
  :SS  
County of Canyon )

On this April 20th day of April, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Everitt Craig Steven, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)



Jennifer Spurling  
Notary Public for Idaho  
Commission Expires: July 2, 2018

STATE OF IDAHO )  
  :SS  
County of Canyon )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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 Idaho  
Commission Expires: \_\_\_\_\_

## Amendment to Contract Documents

### Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Enrollment Number  
*Microsoft to complete for initial term*  
*Partner to complete for renewal*

0451981

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

EnrAmend(Ind)(InvoiceforQuotedPrice)(VW)(ENG)(Apr2016)		M97	B
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Proposal ID

0451981.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	550	550	1.0	Yes	User Licenses

Products	Enterprise Quantity
<b>Enterprise Cloud Suite (ECS)</b>	
Enterprise Cloud Suite USL	550

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
<b>Quantity</b>	550	550	550	550

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p><b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p><b>Note 2:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

## Enterprise Enrollment

Enterprise Enrollment number  
(Microsoft to complete)


Previous Enrollment number  
(Reseller to complete)

## State and Local

Framework ID  
(if applicable)

--

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
  - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

    - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
  - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date,

and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

**(vii) Late true-up order.** If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

**(i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

**(ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

**i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

**j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

**a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

**b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

### **4. Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## 6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community

Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Nampa

**Contact name\* First** Dennis **Last** Elledge

**Contact email address\*** elledged@cityofnampa.us

**Street address\*** 820 2nd St S

**City\*** Nampa

**State/Province\*** ID  
**Postal code\*** 83651-3801  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** 208-468-5480  
**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Last  
**Contact email address\***  
**Street address\***  
**City\***  
**State/Province\***  
**Postal code\*** -  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First Last  
**Contact email address\***  
**Phone\***

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** Dell Inc.  
**Street address (PO boxes will not be accepted)\*** One Dell Way  
**City\*** Round Rock  
**State/Province\*** TX  
**Postal code\*** 78682  
**Country\*** USA  
**Contact name\*** Government Contract Admin  
**Phone\*** 847-465-3700  
**Contact email address\*** US\_MS\_VL\_Admin@Dell.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____
<b>Printed name*</b>
<b>Printed title*</b>
<b>Date*</b>

\* indicates required fields

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
  - (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### 3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



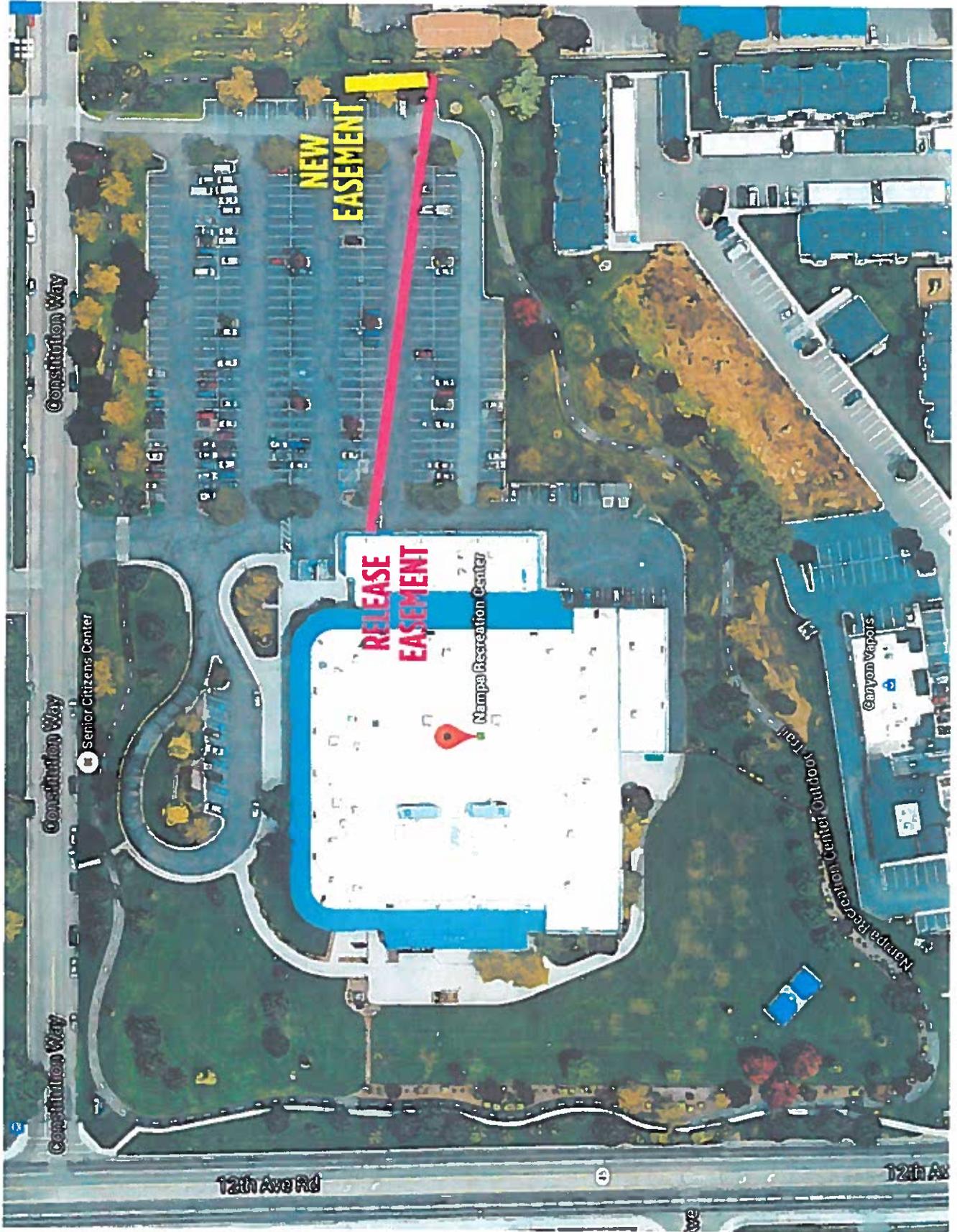
## MEMORANDUM

**TO:** Mayor Henry & City Council  
**FROM:** Darrin Johnson, Parks and Recreation Director  
**RE:** Easement Exchange with Idaho Power  
**DATE:** May 2, 2016

Idaho Power has approached Parks and Recreation staff with the desire to create a new easement for power on the west portion of the Nampa Recreation Center property. The easement, requested by Idaho Power, is 10.76' wide and 176.98' long. The location is identified on the full color exhibit included. Exhibit B lists more detail with measurements to scale.

In exchange for adding the new easement, Idaho Power will release an easement already located on the Nampa Rec Center property. The easement is identified on the full color exhibit included. To show good faith, Idaho Power has already released the easement. Staff support the exchange because it will release an easement large in size that cuts through our parking lot.

Nampa Parks recommend council authorize a new easement for Idaho Power located on the west portion for the property as described in Exhibit B.



Constitution Way

Constitution Way

Constitution Way

Senior Citizens Center

NEW EASEMENT

RELEASE EASEMENT

Nampa Recreation Center

Canyon Vapors

Nampa Recreation Center Outdoor Trail

12th Ave Rd

12th Ave

**PLEASE RETURN TO:**

1221 W. Idaho St. (83702)  
P.O. Box 70  
Boise, ID 83707

## Easement—Organization

City of Nampa

---

“Grantor(s)”, of Canyon County, State of Idaho, do hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, “Grantee”), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

**Underground Facilities:** Underground electrical power line or lines and related facilities and equipment, generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee’s sole and absolute discretion (all of the above collectively being referred to as the “Facilities”) together with the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of “Facilities”), on, over, through, under, and across the following premises belonging to Grantor(s) in Canyon County, State of Idaho, in the location described below.

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor’s other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee’s expense, to excavate and refill ditches and trenches for the location of the Facilities, (ii) the right, at Grantee’s expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee’s use, occupation, or enjoyment of this easement, and (iii) the right, at Grantee’s expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee’s Facilities over, through, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows in Exhibit ‘A’ Legal Description and shown on Exhibit ‘B’ Survey Map attached hereto and made a part hereof upon property granted to Grantor under Grantor’s Deed of Gift Instrument No. 9226501.

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing. This Easement shall run with the land and be binding upon the parties’ successors and assigns.

*(Signature page immediately follows)*

EXHIBIT "A"  
LEGAL DESCRIPTION  
CITY OF NAMPA

*A parcel of land within a portion of Lot 7, Block 3 of the Yorgason First Subdivision AND a portion of the vacated East Louisiana Drive, within the N ½ of the SW ¼ of Section 34, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, being the easterly 10.00 feet of Grantor's parcel known as the Nampa Recreation Center (described within DEED OF GIFT Instrument No. 9226501 and City of Nampa Vacation Ordinance No. 3864) and more particularly described as follows.*

**COMMENCING** at the Northeasterly Corner of Lot 8 marked by a found 5/8" rebar in concrete with an illegible cap, thence along the easterly Right-of-Way of South Locust Street, South 00°26'55" East, a distance of 203.47 feet; thence continuing along said Right-of-Way, South 00°26'55" East, a distance of 10.00 feet to the Southeast Corner of Lot 8 marked by a found 5/8" rebar in concrete with cap "JUB 972"; thence North 89°04'20" West, a distance of 443.53 feet to the Southwest Corner of Lot 8 marked by a found 5/8" rebar in concrete with cap "JUB 972"; thence continuing North 89°04'20" West, a distance of 22.08 feet to the **POINT OF BEGINNING**;

Thence along Grantor's West Parcel line, South 00°25'55" East, a distance of 169.72 feet to the Southeast Corner of Lot 7 marked by a found 5/8" rebar in concrete with cap "JUB 972";

Thence along the South line of Lot 7, North 68°42'50" West, a distance of 10.76 feet;

Thence North 00°25'55" West, a distance of 175.98 feet;

Thence South 89°04'20" East, a distance of 10.00 feet to Grantor's Easterly Parcel line;

Thence South 00°25'55" East, a distance of 10.00 feet the **POINT OF BEGINNING**.

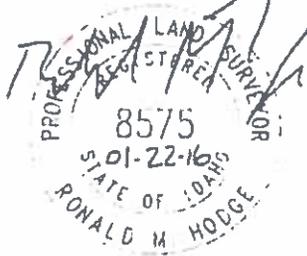
Containing 1,779 square feet more or less.

Refer to the attached sketch labeled "EXHIBIT B".

Any modification of this description shall render it void.

**END OF DESCRIPTION**

Prepared by:  
Ronald M. Hodge, PLS

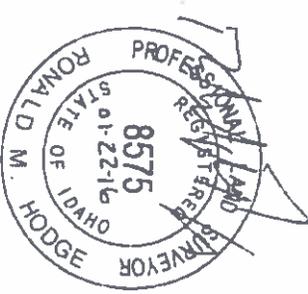
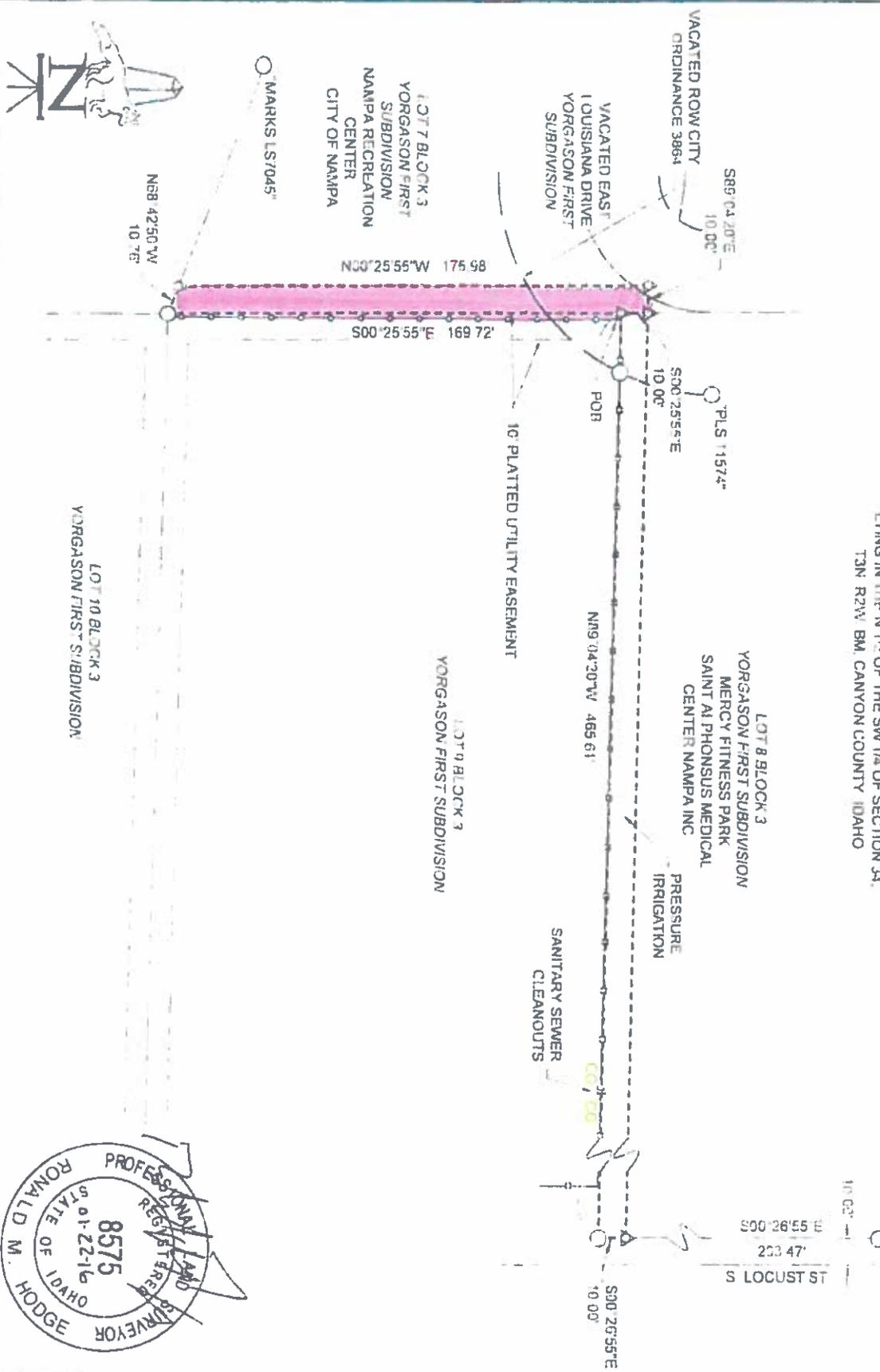


# EXHIBIT B

A EASEMENT CROSSING LOT 7 BLOCK 3  
 YORGASON FIRST SUBDIVISION\*  
 LYING IN THE N 1/2 OF THE SW 1/4 OF SECTION 34,  
 T3N R2W BM, CANYON COUNTY IDAHO

CONSTITUTION WAY

POINT OF COMMENCEMENT



FOX LAND SURVEYS, INC.  
 (208) 342-7957

SCALE: 1"=50'

16012-01MS-IDVY-SPC-GND.DWG

Checked by: Mark Kriete

Work Order #: 27-403125

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_

Signature(s) of Grantor(s) (Include title where applicable):

**Corporate Verification**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

} ss.

I, \_\_\_\_\_ (Notary's Name), a notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_

(Individual's Name Including Title) and \_\_\_\_\_ (Individual's

Name Including Title), who, being by me first duly sworn, declared that he/she/they are respectively the duly authorized person(s) of

\_\_\_\_\_ City of Nampa \_\_\_\_\_ (Organization Name), that he/she/they

signed the foregoing document, and acknowledged to me that he/she/they executed the same as the free act and deed on behalf of said organization.

(NOTARY SEAL)

Notary Public

My Commission Expires on \_\_\_\_\_



April 4, 2016

Canyon County Recorder's Office  
1115 Albany Street  
Caldwell, ID 83605

Re: Mercy Medical Center

Dear Recorder:

Please find the enclosed easement document for recording. The total page count is six (6) pages. In this regard, a check in the amount of twenty-five and no/100 dollars (\$25.00) is enclosed to cover the \$10.00 first page per document and \$3.00 additional page per document recording fees.

Please return the original recorded document in the enclosed pre-paid, pre-addressed mailer. If you have questions, do not hesitate to call.

Thank you for your help,

Mary K. Alandt  
Associate Real Estate Specialist  
Corporate Real Estate Department  
Idaho Power Company  
(208) 388-2699  
malandt@idahopower.com

<b>IDAHO POWER COMPANY</b> <b>AGENT MARY ALANDT</b> 1221 W IDAHO ST BOISE, ID 83702-5627		<b>1040</b> <small>11-24/1210 1147 4127885945</small>
Pay to the Order of <u>Canyon County Recorder</u>		<u>April 4, 2016</u> <small>Date</small>
<u>Twenty-five and no/100</u>		<u>\$ 25</u> <sup>00</sup> / <sub>100</sub> Dollars
<small>WELLS FARGO</small> Wells Fargo Bank, N.A. <small>wellsfargo.com</small>	For <u>WO 27358140 - Mercy</u>	
<u>Mary K. Alandt</u> <small>MP</small>		
⑆ 1210002481 ⑆ 4127885945 ⑆ 01040		



PLEASE RETURN TO:  
IDAHO POWER COMPANY  
PO BOX 70  
BOISE, ID 83702

## IDAHO POWER COMPANY

### Release of Easement

WHEREAS, by easement dated June 19, 1987, and recorded October 1, 1987, as Instrument Number 8720900 of the records of Canyon County, State of Idaho, Mercy Medical Center granted to IDAHO POWER COMPANY an easement (the "Easement") for the construction, operation and maintenance of certain power line facilities upon the following premises located in Canyon County, State of Idaho, to-wit:

*More particularly described on Exhibit A attached hereto and made a part hereof.*

AND, WHEREAS, the continuance of such easement is no longer necessary or desirable;

NOW, THEREFORE, in consideration of the premises, IDAHO POWER COMPANY does hereby release and abandon the said rights and easement hereinabove referred to and described, with the intent that the same shall forthwith cease, determine and be extinguished.

IN WITNESS WHEREOF, IDAHO POWER COMPANY has caused these presents to be executed by its proper officers thereunto duly authorized this 28<sup>th</sup> day of April, 2016.

IDAHO POWER COMPANY

By: \_\_\_\_\_

ANGELA WOOD, LAND MANAGEMENT & PERMITTING LEADER

Created by: Mary K. Alandt

Reviewed by: \_\_\_\_\_



Inst 8720900

EXHIBIT A

Idaho Power Company  
UNDERGROUND POWER LINE EASEMENT

MERCY MEDICAL CENTER and

his wife, Grantor(s) of Canyon County, State of Idaho, do hereby grant and convey to IDAHO POWER COMPANY, a corporation, with its principal office located at 1220 Idaho Street, Boise, Idaho, its licensees, successors and assigns, Grantee, for One Dollar and other valuable considerations, receipt of which is hereby acknowledged, a permanent and perpetual easement and right of way sufficient in width to install and maintain an underground electric power line, including the perpetual right to enter upon the real estate hereinafter described, at all reasonable times, to construct, maintain and repair underground power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines, over, on and across the following premises, belonging to the said Grantor(s) in Canyon County, State of Idaho, in the following location, to-wit:

A strip of land 10 feet wide and being 5 feet on each side of a centerline lying within the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 34, Township 3 North, Range 2 West, Boise Meridian, the centerline of which is more particularly described as follows:

Commencing at the West quarter corner of said Section 34; thence East 992 feet, more or less, to a point; thence South 857 feet, more or less, to a point being the REAL POINT OF BEGINNING; thence North 80°36' West 415 feet to the Point of Terminus.

The electrical system generally will consist of buried power wires, transformers, junction boxes and other equipment, part of which may extend above ground, necessary to serve electric power to these premises and adjacent premises.

Executed and delivered this 1974 day of June, 1957

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Walter E. Wagoner, Vice President  
Wanda R. Shapton, Secretary

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_ a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) who executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same freely and voluntarily for the uses and purposes therein mentioned.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_, 19\_\_\_\_

EXHIBIT A

STATE OF IDAHO  
County of CANON }

On this 19th day of June, 19 87, before me, Layne M. Dodson  
a Notary Public, personally appeared MILTON E. KUTSHIRELIS and  
WALTER R. SHREVE and to me personally known, who being duly sworn, did say that  
they are respectively the Vice President and the \_\_\_\_\_ Secretary of the corporation that executed the within  
instrument, and acknowledged to me that such corporation existed the same as the free act and deed of said corporation.

(Notarial Seal)

Layne M. Dodson  
Notary Public, residing at \_\_\_\_\_  
Commission expires July, 19 91

8720900

RECORDED

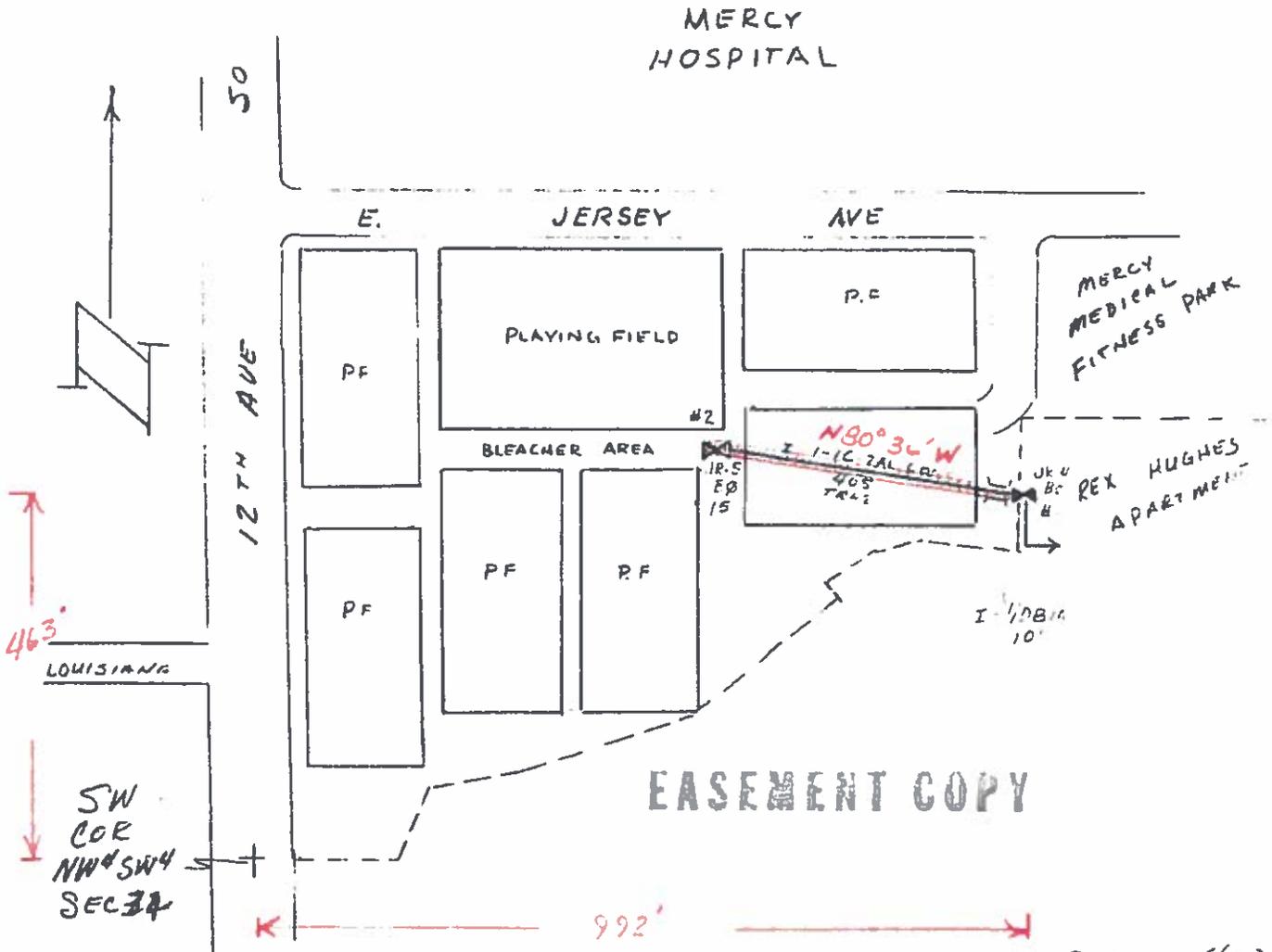
'87 OCT 1 PM 12 39

CLERK  
CANYON COUNTY  
BY [Signature]

REQUEST IDAHO POWER CO

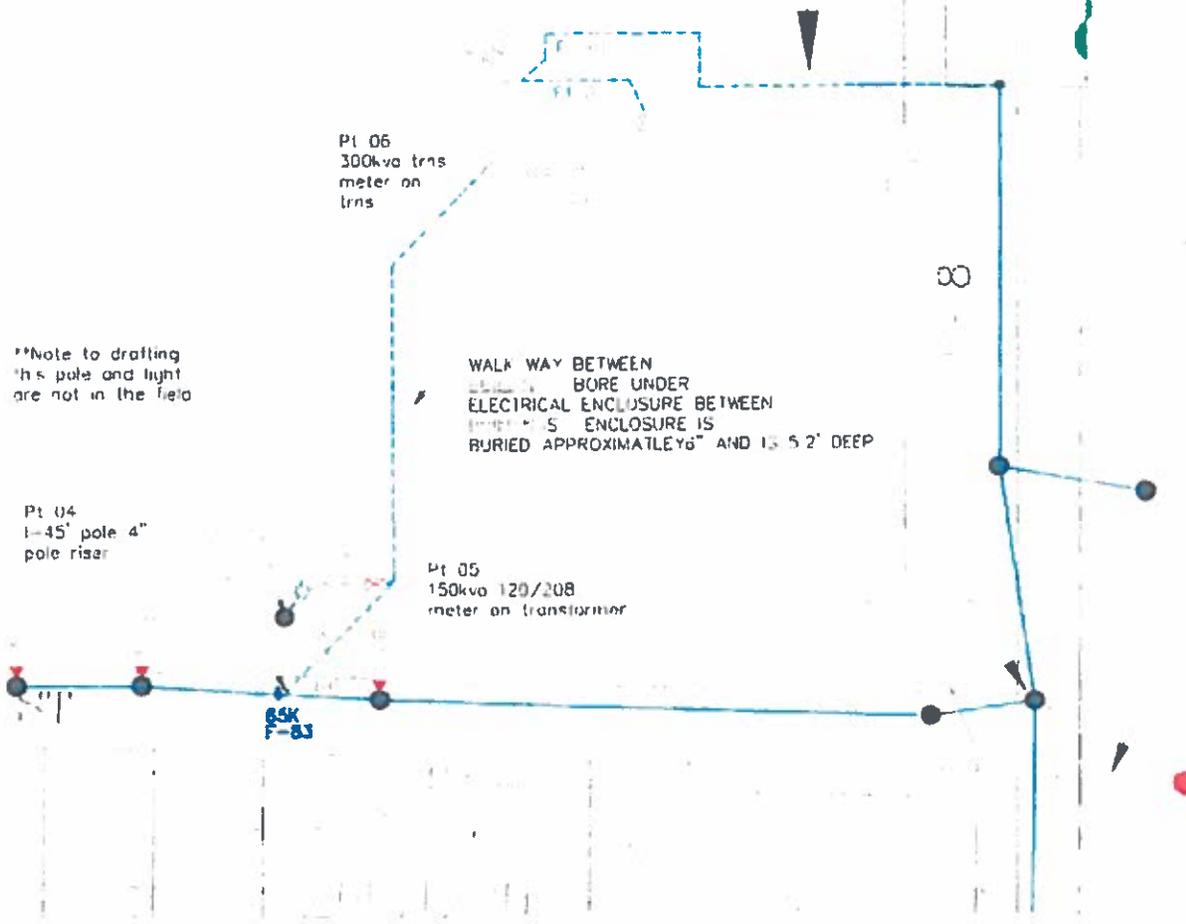
TYPE Three SEP 6 '87

# EXHIBIT A



TAX CODE	KV.	Ø	OU	TYPE	POLE FT.	WIRE FT.	FEEDER FT.	FIELD LOC.:	DIST. OFFICE:
								NAMPA	NAMPA
Description: MERCY MEDICAL CENTER - INST UG PRIM TO SERVE PLAYGROUND									
FACILITIES 120/240V 15KW 1Ø								EST. NO.	77120
VOLTAGE: Const. 125 Op. 125								FEEDER & NO.	CHUT 014
Prepared		BY		DATE		STATE		COUNTY	
		L/H		5-19-87		IDAHO		CANYON	
Completed		KWS		6/23/87		SEC.		TWP.	
						36		3N	
Plat's PR						2W		BM	
Plat's FDR									
Plat's U.G.									
Rel. By:		1		Plat Map No.		557-11		Work Order No.	
				Feeder Map No.		18507-36		1 4 5 3 3 8 7 9 8	
				Map					
				B/W Permission					
				Govt. <input type="checkbox"/>		Pvt. <input checked="" type="checkbox"/>		RR <input type="checkbox"/>	
				Hwy. <input type="checkbox"/>		J.U. <input type="checkbox"/>			

**EXHIBIT A**



\*\*Note to drafting  
This pole and light  
are not in the field

WALK WAY BETWEEN  
BORE UNDER  
ELECTRICAL ENCLOSURE BETWEEN  
ENCLOSURES ENCLOSURE IS  
BURIED APPROXIMATELY 6" AND IS 5.2' DEEP

Pt 04  
1-45' pole 4"  
pole riser

Pt 05  
150kva 120/208  
meter on transformer

Pt 06  
300kva trns  
meter on  
trns

8SK  
F-83

R/	Tax Code	kV	Ø	D/	Type	rench	Wire	Feeder F1

**JOB INFORMATION**  
 AutoCAD Job Title: **BSD-WEST JR HIGH TRNS RELOCATION**  
 Description: **R-EXSITING TRNS & 1- PADMOUNTS**  
 300KVA FOR MAIN & 150KVA KITCHEN  
 Adiant Township Range Section Meridian  
 1 3 2 7 B M  
 State ID County ADA  
**MAPPING**  
 Record Map File Name: 10.31707  
 Feeder Map File Name: W:FE:801  
 Record Map By: Date:  
 Feeder Map By: Date:  
 Tellus Map By: Date:  
 Tax Entered: Date:

**DESIGN**  
 Planner: PCC Date: 3/31/99  
 Region: WID Job Type: 45  
 Location ID: WYFE18  
 Design No: 4200 Ver No: 1  
 Work Order No: 71111111  
 AsBuilt By:  
**CONSTRUCTION**  
 Const Volt: 12.5kV Oper Volt: 12.5kV  
 Const By:  
 Const Date:



## MEMORANDUM

**TO:** Mayor Henry & City Council  
**FROM:** Darrin Johnson, Parks and Recreation Director  
**RE:** City Wellness Program Healthy Contributions Agreement  
**DATE:** May 2, 2016

City of Nampa employees are eligible to participate in a Wellness Program through Humana. When City of Nampa employees participate in authorized wellness activities they earn points and can submit the points for prizes. Recently, Humana changed the third party vendor that processes fitness facility usage and now uses Healthy Contributions as their processing company.

Attached is the agreement that describes the relationship between the Nampa Recreation Center and Healthy Contributions. Our City attorney's office has reviewed the agreement and has addressed concerns.

We request the City Council authorize the Parks and Recreation Director to sign the agreement with Healthy Contributions.

## Fitness Center Participation Agreement

THIS FITNESS CENTER PARTICIPATION AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by \_\_\_\_\_ ("Health Club") whose principal address is: \_\_\_\_\_

By signing herein below, Health Club agrees to the following terms and conditions:

### 1. Definitions.

1.1 "Administrator" means Healthy Contributions, LLC, or other organization who will collect information from, and share information with, HumanaVitality, LLC ("HV") and Health Club related to the administration of this Agreement and the PHCP (as defined herein below).

1.2 "Partner Health Club Program" or "PHCP" is the program under HumanaVitality for a Vitality Member to receive recognition for workouts in a Participating Gym.

1.3 "Participating Gym" means Health Club.

1.4 "Service Area" means the geographic areas or locations served by Health Club applicable to this Agreement.

1.5 "HumanaVitality" shall mean an integrated, comprehensive reward-based wellness program administered by HV.

1.6 "HumanaVitality Member" shall mean a registered and active participant of the HumanaVitality Program as evidenced by said member having a valid HV issued card.

### 2. Health Club Responsibilities.

2.1 Access to Health Club Services. Health Club shall give its members who are also HumanaVitality Members access to the Health Club's fitness facilities located in the Service Area, as set forth in Attachment A, if any. Health Club members who are also HumanaVitality Members will be entitled to utilize fully Health Club services that are available to non-HumanaVitality members of Health Club.

2.2 Information Submission. Health Club shall submit information limited to HumanaVitality Member identification number, and Participating Gym usage data ("Health Club Information") to HV as applicable through the means, timing, frequency and detail prescribed by HV. Health Club acknowledges that HV intends to use Health Club Information to administer PHCP and reward Members with Vitality points, which have real value. As such, Health Club shall use best efforts in its due diligence and care to ensure the accuracy and integrity of all Health Club Information.

a. Resubmitting Past Usage Information. Health Club may resubmit a HumanaVitality Member's past usage at any time during the month. It will be submitted with the next month's file submission. Health Club should be aware that there may be limits on how far back a reward may be claimed.

2.3 Administrator's Limitation of Liability. Administrator will not be liable to Health Club or be in breach of this Agreement for events directly related to the failure of Health Club to comply with any reporting obligations to Administrator.

2.4 Audits. Administrator's management and maintenance of the Health Club Information shall include audits of usage data. Health Club's staff is subject to record and data review by Administrator. Instances where Administrator has reasonable cause for audits or record and data reviews will be initiated with a written notice that specifies the purpose and scope of the record and data review and will be sent to Health Club by certified mail. If improprieties are found or suspected, a review of participation will be initiated with due process and may result in a warning, probation, suspension or Health Club's permanent removal from the HumanaVitality program.

3. **HV Responsibilities.** HV shall administer its HumanaVitality program for HumanaVitality Members, which shall include the PHCP. All costs related to Administrator's involvement in the program will be borne by HV. If requested by the Health Club, HV will connect Health Club with the Administrator for initial orientation of Health Club staff on PHCP and the administrative requirements of

this Agreement. Health Club will be responsible for ongoing training of its staff on and the administrative requirements associated with the provision of services under this Agreement.

4. **Term and Termination.** Any party may terminate the Agreement with sixty (60) days prior written notice to the other parties. If Health Club terminates the Agreement, Health Club shall waive any cancellation fee(s) that may apply to HumanaVitality Members who choose to terminate membership at Health Club within one (1) year after Agreement termination. Health Club is responsible for notifying HumanaVitality Members and Administrator of termination or cancellation of the PHCP. Health Club may provide notice of termination of this Agreement to Administrator by emailing to: info@healthycontributions.com or fax at (651) 438-5196. Health Club must receive a confirmation email from Administrator for termination to be accepted.

5. **Sale or Closures.** If Health Club sells the facility to a new owner, Health Club must provide Administrator the identity and contact information of new owner. This agreement will immediately terminate without further obligations from Administrator or Health Club. Health Club must notify Administrator at least sixty (60) days prior to the permanent or long-term (including, but not limited to facility closures for renovations) closing of the Health Club chain or any individual location/facility.

6. **Confidentiality.** During the term of this Agreement and at any time after, Health Club will keep confidential and not disclose any Confidential Information (as defined below) nor will Health Club use the Confidential Information listed below for a purpose causing harm or damage to Administrator. Health Club will hold the Confidential Information in strict confidence and will protect it with the same diligence that it protects its own confidential information. Confidential Information shall include, but not be limited to, the terms of this Agreement, including any financial terms, trade secrets, the identity of any program providers, unique identifiers, Personal Information (as defined below), and reward terms.

7. **Privacy.** During the term of this Agreement and at any time after, if Health Club obtains or has access to "Personal Information," Health Club agrees to comply with all applicable privacy laws and to hold and protect all "Personal Information" in strict confidence and maintain the confidentiality of this information.

a. "Personal Information" means any information about or concerning an individual including, but not limited to: i. An individual's first name or first initial and his or her last name, or any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person whether or not in combination with any one or more of the following data elements: (A) social security number; (B) driver's license number or state identification card number, (C) checking account number, savings account number or other account number alone if no other information is required to access such account or otherwise commit identity theft or misuse such information; (D) credit or debit card number, (E) account passwords or personal identification numbers, other access codes, or any other accounts or resources, (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints, (I) birth date; (J) parent's legal surname prior to marriage; (K) identification number assigned by an employer; (L) any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional.

8. **Visits:** All visits for this PHCP by Health Club's members must be performed at Health Club's facility. Events, programs, classes or other activities hosted by Health Club outside of Health Club's physical facility will also be eligible for being counted in the cumulative total number of visits for members if Health Club has a commercially reasonable method of tracking such activity.

9. **Trademark Usage.** All advertisements or other marketing materials referencing Administrator's or HV's name, trademark, service mark, logo or other commercial symbol must be approved by Administrator's legal department or HV's marketing department prior to publication by Health Club. Requests can be facilitated through Administrator.

10. **Indemnification. Liability:** Health Club shall defend, indemnify and hold Administrator, its owners and affiliates, and each of them, and their respective officers, directors, employees, shareholders,

agents, insurers, and representatives, harmless from and against any and all demands, losses, actions, damages, claims, costs, expenses and liability (including attorneys' fees) ("Damages") whether or not involving any third party claim, that results from or arises out of directly or indirectly: (a) any act or omission ; or (b) any injury or Damage caused in connection with providing services hereunder or in connection with any PHCP.

11. **Additional Documents.** Health Club acknowledges that it has read and understands this Agreement, any special instructions supplied for the PHCP, and the materials contained in the Healthy Contributions Welcome Guide. In the event of a conflict between the terms of this Agreement and any other documentation related to the PHCP, the terms of this Agreement shall control.

12. **No Solicitation of HumanaVitality Members or Vitality clients.** So long as the Agreement is in effect, and for a period of one (1) year from the date of termination, Health Club shall not solicit, advise or counsel any HumanaVitality Member or other client of HV to disenroll from HumanaVitality or otherwise interfere with HV's relationship with Vitality's clients or Vitality Members. In the event that Health Club violates its duties under this provision, HV may seek injunctive relief. This Section shall survive the termination of this Agreement.

13. **Severability.** In the event any portion of this Agreement is found to be void, illegal, or unenforceable, the validity or enforceability of any other portion shall not be affected.

14. **Non-exclusivity.** Each party understands and acknowledges that the relationship created hereby is of a non-exclusive nature, meaning that either party may do business with any other party that provides the same or similar services.

15. **Email.** Administrator may from time to time send emails to the addresses referenced in the Smart login forms to update of program changes, enhancements and other pertinent information. These may include communications from health plans or promotional advertisings in connection with our standard services. Notwithstanding, any formal notifications regarding this Agreement shall be sent to the other party via certified mail for approval and verification that such mailings do not violate privacy laws or opt out notifications by the intended recipient.

16. **Notices.** Any notice, request, demand or communication required or permitted hereunder ("Notices") shall be given in writing by a national overnight delivery service, in person, or via certified mail, return receipt requested, to the party to be notified. All Notices shall be deemed given and received three (3) days after mailing to the address specified as follows:

HumanaVitality, LLC  
550 W. Adams St.  
Chicago, IL 60661  
Attn: Director of Networks and Provider Strategy.

With copies to: Humana Inc.  
500 West Main Street  
Louisville, KY 40202  
Attn: Law Dept., and Attn. Chief Procurement Officer.

Healthy Contributions, LLC  
12181 Margo Avenue South  
Hastings, MN 55033

Notices to the Health Club shall be at the address listed herein the document.

*INTENDING TO BE BOUND, this Agreement has been duly executed by the authorized representatives of the party set forth below.*

**Health Club**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



## MEMORANDUM

**TO:** Mayor Henry & City Council  
**FROM:** Darrin Johnson, Parks and Recreation Director  
**RE:** Healthy Contributions Provider for Union Pacific  
**DATE:** May 2, 2016

The Nampa Recreation Center has had a long-standing agreement with Union Pacific Railroad to provide facility access to Union Pacific employees. Until recently, Union Pacific employees would sign an entry registry as they entered the Nampa Recreation Center. On a monthly basis the Nampa Recreation Center would invoice Union Pacific for services rendered.

Recently, Union Pacific hired Healthy Contributions, a third party fitness incentive processor to handle their billing and record keeping for their fitness programs. This third party company will process the usage information and the usage attendance to the Nampa Recreation Center each month and compensate accordingly.

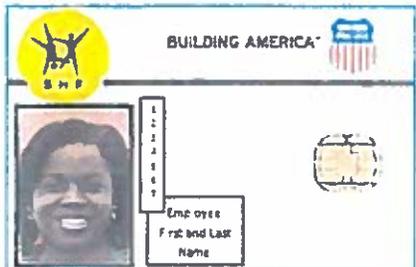
Attached is an agreement describing the relationship between the City of Nampa and Healthy Contributions. Our attorney's office has reviewed this contract and has addressed any concerns.

We request council authorize the Parks and Recreation Director to sign the agreement between the Nampa Recreation Center and Healthy Contributions.

# Union Pacific Railroad Company

<b>Program Name:</b>	Union Pacific Railroad Company (UPR) System Health Facility (SHF) Program
<b>Program Summary:</b>	Free gym access offered to eligible UPR employees that participate in the SHF program. Employees are required to pay your facilities regular enrollment fee and any key/access fees that are associated with their membership, not to exceed \$100 combined. The clubs are paid by UPR based on the employee's visits to the club each month; participating clubs will receive \$3.85 per visit with no payment cap. Up to two (2) separate visits will be accepted for payment per day, pending UPR's approval.
<b>Payable To:</b>	The club.
<b>Processing Summary:</b>	Club must submit usage via the Healthy Contributions web portal by the 5 <sup>th</sup> of the month
<b>Return of Payment:</b>	Expected at the end of month submitted/beginning of month following submission; subject to receipt of funds and data provided by UPR.

**Sample Employee ID cards:** Eligible employees will have either a System Health Facility green or yellow sticker on their Employee ID. Each employee will also have the Healthy Contributions Employee Certificate, sample below.



**Processor Contact:**  
 Healthy Contributions  
 1.800.317.2739  
[info@healthycontributions.com](mailto:info@healthycontributions.com)



## EMPLOYEE WELLNESS CERTIFICATE



*This certificate certifies employees of Union Pacific Railroad to a free gym membership, when enrolled with a participating facility.*

**Get Started Today!**  
 Bring this certificate and proof of your employment (UP ID Card with sticker, a current pay stub or other ID documentation) along with your digital or physical ID number to a participating facility to start your membership. Visit [HealthyContributions.com](http://HealthyContributions.com) to find a location near you.

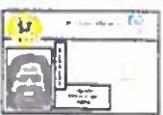
**Toll Free 1.800.317.2739**  
[info@HealthyContributions.com](mailto:info@HealthyContributions.com) | [HealthyContributions.com](http://HealthyContributions.com)

**Union Pacific Railroad Employees:**

- To receive your free membership, present this certificate along with proof of your employment to a participating location.
- Use the member ID number to provide payment for the portions of facility enrollment and key fees. Participating locations may charge a small fee for enrollment upon a maximum of \$100 for club enrollment or key fees.
- For more information regarding facility access or a request for a copy of this certificate and/or to add your own enrollment fees, key/access fees, and add digital pictures to:
- For reports, understand that each facility may not readily accept this certificate and may require you to get on your own way.
- With the UPR logo, the access to facilities club information. If you have questions or need more information, contact us for our fees & facilities. Please contact [info@healthycontributions.com](mailto:info@healthycontributions.com).

**Club owner or operator:**

- Please read and understand the member ID card.
- The participating facility program you must have a member in the Healthy Contributions health benefit one of the 2013 employees.
- Member for ongoing employment.
- Contact Healthy Contributions for more information: 1.800.317.2739 or [info@healthycontributions.com](mailto:info@healthycontributions.com).



### PROGRAM AGREEMENT

Client Number: \_\_\_\_\_ Owner's Address: \_\_\_\_\_  
Business Name (DBA): \_\_\_\_\_  
Owner's Address #2: \_\_\_\_\_ Business Name (Legal): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

This Agreement is made on \_\_\_\_\_, 20\_\_\_\_, by and between Healthy Contributions, LLC ("HC") and \_\_\_\_\_ ("Client") will confirm the arrangement under which HC is providing payment-processing services for Client's facility and data transfer and disbursement services for the programs chosen by Client, all as set out below.

- 1. Appointment:** Client hereby appoints HC to act as its fitness incentive processor for the fitness incentive programs managed by HC and selected by Client (the "Programs"). The duties of HC are as follows: (A) provide a platform for the entry of data; (B) collect and provide specific Program data to the Program providers; (C) return status of this data to Client via web reporting; and (D) if applicable, disburse any monies or rewards owed to Client's facility or its members based upon instructions from the Program provider.
- 2. Service:** HC agrees to facilitate the collection and transfer of data and funds for Client as this information is provided to HC. To that end, by the 5th of the month for the prior month, Client shall provide HC with the member usage information for Client's facility as requested, and in the format required, by HC. Disbursement of funds hereunder by HC to Client or its members shall occur at the times agreed to by HC and the Program providers, but is contingent upon data and funds received from the associated Program providers.
- 3. Management:** HC has agreed to manage certain fitness incentive programs including the Programs. Management and maintenance of participants, such as Client, shall include random audits and investigation of any improper or suspicious acts or behavior. Client's facility's staff is subject to record and data review by HC at anytime. If improprieties are found or suspected, a review of participation will be initiated with Program providers in question and may result in a warning, probation, suspension or Client's permanent removal from the programs.
- 4. Fees:** Client agrees to pay HC for its services provided herein pursuant to the attached Healthy Contribution Club Fee Structure Schedule (the "Fee Structure Schedule") based on the billing option at the end of this Agreement checked by Client. All Programs will be set at the billing option checked by Client except where a different method is mandated by a Program's provider. In that case, fees are then determined by the nature of the disbursement chosen for that provider's Program. HC reserves the right to change the fees and charges provided for herein without prior notice. If Client wishes to object to such change, it may deliver written notice thereof to HC within sixty (60) days of Client's receipt of the first monthly report reflecting such change. If Client objects to such change, the parties may negotiate a

mutual agreement regarding fees or a party may terminate this Agreement pursuant to Section 6, but Client must pay the new fee imposed by HC for services performed before the date of termination.

**5. Payment of Fees:** HC will post on its website each month a report of fees and processing charges charged to Client for services performed by HC in the prior month. Payments will be drafted from Client's accounts monthly. If payment is unable to be drafted, Client will be notified and offered a second payment method. A late fee of \$25.00 may be imposed if payment is not made within 10 days of notification. HC will not be liable to Client or be in breach of this Agreement due to the failure of Client to comply with its reporting obligations to HC or due to the failure of a Program provider to provide HC with the appropriate information or funds so that HC can perform its obligations hereunder.

**6. Termination & Closing Clubs:** Either party may terminate this Agreement by giving the other party (30) days written notice. If Client is discontinuing its involvement in a Program, it will immediately notify all participating members of the Program that benefits will cease. It must also immediately notify HC to close out accounts and provide HC with current member status. HC will notify the applicable Program provider, if necessary.

**7. Sale:** If Client sells the facility to a new owner, it is Client's responsibility to make buyer aware of the services provided by HC. Should the buyer choose not to utilize HC's services, the members participating in the Programs must be made aware by Client prior to termination that HC is no longer providing services. Fees that are owed for the final processing period will be the responsibility of Client. Any processing that is submitted past the date of sale is still calculated by usage month and the party to whom the facility belonged to during the time the usage was collected is responsible for paying these fees to HC.

**8. Confidentiality:** During the term of this Agreement and at any time after, Client will keep confidential and not disclose any Confidential Information (as defined below) nor will Client use the Confidential Information for a purpose detrimental to HC. Client will hold the Confidential Information in strict confidence and will protect it with the same diligence that it protects its own confidential information. Confidential Information shall include, but not be limited to, the terms of this Agreement, including any financial terms, trade secrets, the identity of any Program providers, unique identifiers, Personal Information (as defined below), and reimbursement amounts. The parties understand that Client is subject to the public record laws of the State of Idaho, and must comply with providing public information in accordance with Idaho Code Title 74, Chapter 1. Client and HC will cooperate in maintaining the confidentiality of all material in connection with this Agreement that would be exempt from release under Idaho Code.

**9. Privacy:** During the term of this Agreement and at any time after, if Client obtains or has access to "Personal Information", Client agrees to comply with all applicable privacy laws and to hold and protect all "Personal Information" in strict confidence and maintain the confidentiality of this information.

a. "Personal Information" means any information about or concerning an individual including, but not limited to:

i. An individual's first name or first initial and his or her last name, or any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person whether or not in combination with any one or more of the following data

elements: (A) social security number; (B) driver's license number or state identification card number; (C) checking account number, savings account number or other account number alone if no other information is required to access such account or otherwise commit identity theft or misuse such information; (D) credit or debit card number; (E) account passwords or personal identification numbers, other access codes, or any other accounts or resources; (F) electronic identification number; (G) digital signatures; (H) biometric data, including fingerprints; (I) birth date; (J) parent's legal surname prior to marriage; (K) identification number assigned by an employer; (L) any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional;

**10. Forms; Programs:** Client understands it cannot increase its dues to offset the reimbursement benefits. Client's facility must maintain originals of the participating member's Program Providers enrollment forms. Client is solely responsible for the membership agreement that Client uses. HC will provide Client with a copy of the participating Program Provider's enrollment forms and Client shall make copies for enrollment. Client will not be allowed to make changes to the enrollment forms.

**11. Information:** Pursuant to Section 2, Client must enter all member usage data by the 5th of the month for the prior month, unless Client uses a system where member usage is collected by HC for the facility. Client represents, warrants and covenants that all data is accurate and Client will provide HC all documentation requested by HC, or participating Program Providers. It is Client's responsibility to update member information and review the monthly return reports as they are made available. HC will not be liable for incorrect reimbursements due to Client-entered data errors. Client also grants HC authority to provide the usage information to the Programs. There will be a separate monthly charge for each individual club of Client that uses the website; i.e. if Client owns multiple facilities it will have to pay for each facility as its own separate entity. Client acknowledges the importance of meeting the timelines and processes for the delivery of information set forth herein.

**12. Workouts:** All workouts for these Programs by Client's members must be performed inside the walls of Client's facility.

**13. Trademark Usage:** All advertisements or other marketing materials referencing a Program provider's name, trademark, service mark, logo or other commercial symbol must be approved by that provider's legal department prior to publication by Client. Requests can be facilitated through HC.

**14. Indemnification: Liability:** Client agrees to defend, indemnify and hold harmless HC, its owners and affiliates, and each of them, and their respective officers, directors, employees, shareholders, agents, insurers, and representatives from and against any and all demands, losses, actions, damages, claims, costs, expenses and liability (including attorneys' fees) ("Damages") whether or not involving any third party claim, that results from or arises out of directly or indirectly: (a) any act or omission of Client; or (b) any injury or Damage to a member or other individual at a facility of Client or any other Damages incurred by HC in connection with its services hereunder. HC may defend at Client's expense any claim against it. HC is not liable for the acts or omissions of a Program provider, whether related to this Agreement or otherwise. Such indemnification shall in no event cause the liability of Client to exceed the amount of loss, damages, or expenses of attorney fees attributable to its negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to HC. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VIII Section 4, Idaho Constitution, and Idaho Code Title 6 Chapter 9, and to any other limitations set forth in this agreement.

**15. Litigation:** This Agreement and the respective rights of the parties under this Agreement shall be governed by and construed under the laws of the state of Idaho, without application of any choice of law principal. Any claim, cause of action, suit or demand arising out of or related to this Agreement, or the relationship of the parties, shall be brought exclusively in the state or federal courts located in Canyon County, Idaho, and the parties irrevocably consent to the jurisdiction and venue of such courts. Client hereto agrees that valid service of process may be affected on it by certified mail at the address of its last known principal office or by any other means authorized under Idaho law.

**16. Entire Agreement:** This Agreement, including the documents referenced herein, is the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating hereto. No purported amendment, modification or waiver of any provision of this Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modification) or by the party to be changed thereby (in the case of waivers); provided however, HC may amend the Fee Schedule, the FIPP, the FRP and the Policy (as defined within the Healthy Contributions Welcome Guide) at any time. Copies of this Agreement with signatures transmitted by facsimile shall be deemed to be original signed versions of this Agreement.

**17. Additional Documents:** Client acknowledges that it has read and understands this Agreement, the Fee Schedule, the Fitness Incentive Program Procedures (the "FIPP"), the Paid-In Full Memberships for the Fitness Reimbursements Program document (the "FRP") and the Cancellation Policy (the "Policy"). These sections can be found within the Healthy Contributions Welcome Guide. In the event of a conflict between the terms of this Agreement and any of the foregoing documents, the terms of this Agreement shall control.

**18. Facility Liability Insurance:** Healthy Contributions' fitness centers will at its own cost and expense, maintain (and cause its subcontractors, if any to maintain) the following insurance coverage in full force: Workers' Compensation Insurance and Commercial Liability Insurance, with limits of not less than \$1,000,000. The insured must give Healthy Contributions thirty (30) days' written notice before the insurance is cancelled or altered in a way that no longer satisfies the requirements. Healthy Contributions' fitness centers will need to provide a copy of the current certificate of liability insurance. Failure to provide a compliant certificate can and will exclude you from certain plans/programs that are provided within our services.

**19. Benefits; Assignment:** This Agreement shall inure to the benefit of and shall bind the successors and permitted times assigns of both parties to this Agreement. Client may not assign or transfer its interest in this Agreement without the prior written consent of HC.

**20. Acknowledgments:** Client acknowledges: (A) that HC is not a payor of services, nor an insurer with respect to any services provided by Client and its only obligation with respect to funds received by a Program provider is to disburse the funds in accordance with the instructions of the provider; (B) that HC cannot guarantee that any minimum number of programs will be available to Client for participation; (C) that HC shall have no obligation to disburse funds hereunder if a Program provider fails to provide the funds for reimbursement to HC; and (D) that HC has not made any representation, warranty or guarantee as to any revenue that it may derive from any program.

21. **Non-exclusivity:** Each party understands and acknowledges that the relationship created hereby is of a non-exclusive nature, meaning that either party may do business with any other party that provides the same or similar services.

22. **Email:** Healthy Contributions may from time to time send emails to the addresses referenced in the Smart login forms to update of program changes, enhancements and other pertinent information. These may include communications from health plans or promotional advertisings in connection with our standard services.

**Healthy Contributions, LLC Client Four Digit Club #:** \_\_\_\_\_

**1-800-317-2739 Billing OPTION: A. B. C.**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

1288077.3

## **WAIVER REQUEST**

### **Brittania Heights Subdivision Phase 2**

- The Brittania Heights Subdivision is located on McDermott Road south of Victory Road within Canyon County and is by agreement served by City domestic water
- Brittania Heights, LLC has requested approval for private streets and waiver of the following City development standards for Phase 2 of the Brittania Heights Subdivision:
  - Internal landscaping requirements, ( landscape strip between the curb and sidewalk)
  - Installation of curb, gutter, and sidewalk
  - Installation of street lights
- This request was previously heard and approved by the Nampa City Council in 2008
- Because the approvals for Brittania Heights Subdivision Phase 2 expired and are now being renewed Canyon County Development Services has requested that City Council reapprove the requested waivers
- Current practice by the City has been to approve deferral of the requested improvements until such time as the development is annexed into the City and the City deems it appropriate to require the installation of the deferred improvements
- The Engineering Division staff has reviewed the request and recommends approval of the private streets and deferral of the items requested for waiver

**REQUEST:** Approve recommendation to Canyon County Development Services to approve request for private streets and deferral of internal landscaping, installation of curb, gutter, sidewalk and street lights for the Brittania Heights Subdivision Phase 2 for Brittania Heights, LLC



February 8, 2016

Robert Hobbs  
City of Nampa Planning and Zoning  
411 3rd Street South  
Nampa, ID 83651

Subject: Brittania Heights No. 2 Waiver Request

Ear Robert:

Brittania Heights Subdivision Phase II has been submitted to the County and is currently moving through the entitlement process with the County. While our project is in the County it is in the City Impact Area, we understand that we must plat this development in "accordance with the City of Nampa's Subdivision Ordinance". The 1<sup>st</sup> phase of development, "Brittania Heights Subdivision" has been constructed and is nearly sold out. We are very proud of the quality of our subdivision and want to continue to the next phase using similar quality and development standards.

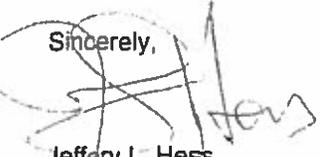
Brittania Heights Subdivision Phase II had a fully approved preliminary plat that the City approved our request for waivers. I have attached the letters from the City for your review. Brittania Heights was approved by the County as a multi-phase residential development within Canyon County, and within the Nampa City Area of Impact. In our original discussion in Phase I you should recall that the intention of the City was to allow waivers on the Brittania Heights project as a whole.

However, because of a mixup in documentation we had to go back to the City and obtain the required waivers, which were approved by the City Council, for the first preliminary plat approved by the County. Due to the downturn in the economy and the timing of the CUP running we have gone back to the County and obtained the approval of a rezone to R-1 on the Phase II property. Because of the timing running on our prior preliminary plat we hereby request a waiver of certain Nampa City subdivision requirements that had previously be waived by the City, specifically in regards to the new Phase II preliminary plat as follows:

1. We request that the streets be private.
2. We request that City internal landscaping requirements be waived.
3. We request that curb, gutter, and sidewalk requirements be waived.
4. We request that the street lights requirement be waived.

Please contact me or John Carpenter of TO Engineering for additional information.

Sincerely,



Jeffery L. Hess  
Manager,  
Brittania Heights LLC  
208-850-2431  
jhess@hcollic.com

Encl: Preliminary Plat: Brittania Heights No. 2

cc: John Carpenter



# Planning & Zoning Department

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June 17, 2008

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

Canyon County Development Services  
attn.: Bonnie Ford-LeCompte  
1115 Albany Street  
Caldwell, Idaho 83605

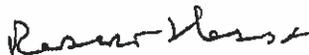
Re: Brittonia Heights Subdivision No. 2; request for Nampa City Council recommendation regarding proposed waivers as follows: That internal streets therein be allowed to be private, that City internal street landscaping requirements be foregone, that internal street curb, gutter and sidewalk requirements be foregone and that streetlights as required by Nampa City's Subdivision Ordinance also be waived for that subdivision (as was done for Brittonia Heights Subdivision No. 1)

Dear Ms./Mrs. Ford-LeCompte:

The Nampa City Council, during their regularly scheduled public meeting of June 16, 2008, voted to recommend to the County that the above referenced waiver requests be approved in/for the Brittonia Heights Subdivision No. 1 in the Nampa Impact Area.

If you should have any questions concerning this matter, please contact me during normal business hours Monday through Friday at 468-5457.

Sincerely,



Robert Hobbs  
Assistant Director

GRH/rh

cc: Patriot Capital Partners LLC or Brittonia Heights  
attn.: Chris Sorenson  
855 Broad Street, Ste. 300  
Boise, Idaho 83702-7153

Daniel Badger, City Engineering  
correspondence file

Attachment



*OK by  
S. T. A. C. E.  
- conditionally -*

June 5, 2008

City of Nampa Planning and Zoning  
411 3rd Street South  
Nampa, ID 83651

Subject: Brittania Heights No. 2 Waiver Request

To Whom It May Concern:

Canyon County Conditional Use Permit #CU-2006-6 (Exhibit B) mandates that we plat this development in "accordance with the City of Nampa's Subdivision Ordinance".

Brittania Heights Subdivison is a multi-phase residential development within Canyon County, and within the Nampa City Area of Impact. The 1<sup>st</sup> phase of development, "Brittania Heights" has been constructed and has a final plat. The attachment, Exhibit "A", is a letter from Robert Hobbs stating that certain requirements of Nampa City are waived. Upon speaking with Mr. Hobbs, he recalled the intention of the letter was towards the Brittania Heights project as a whole.

However, in the "Re:" portion of that letter, it specifically refers to "County application SD2006-308", which is the County's number for Brittania Heights (phase 1). In the interest of accuracy, we request a waiver of certain Nampa City subdivision requirements specifically in regards to phase 2 as follows:

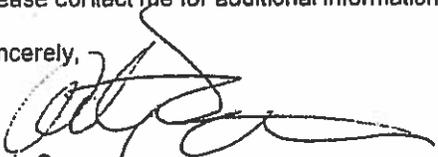
Per Nampa City Code 10-27-6 A. "Street Requirements" 1.c.:

"Within the Impact Area the Council may recommend to the County that the standard improvement requirements for a subdivision (e.g., curb, gutter and sidewalk, street lights, landscaping, street widths and paving, pressure irrigation, sewer, water) be waived.

1. We request that the streets be private.
2. We request that City landscaping requirements be foregone.
3. We request that curb, gutter, and sidewalk requirements be foregone.
4. We request that the street lights requirement be foregone.

Please contact me for additional information.

Sincerely,

  
Chris Sorensen  
Project Manager, Brittania Heights  
Developer, Patriot Capital Partners LLC  
208-249-2224  
csorensen@hcolic.com

Encl: Preliminary Plat: Brittania Heights No. 2

cc: Jeff Hess

# EXHIBIT A

## Planning & Zoning Division

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

August 08, 2006

Canyon County Development Services  
Attn.: Leon Jensen  
1115 Albany Street  
Caldwell, Idaho 83605

Re: Britania Heights Subdivision; Nampa City Impact Area - County application SD2006-308; request for recommendation to support requested waiver of required subdivision related improvements/plans including curbing, gutter, sidewalk, a landscape plan [landscaping] and streetlights

Dear Mr. Jensen:

The Nampa City Council, during their regularly scheduled public meeting of August 07, 2006, voted to recommend to the County that the above referenced request be approved as follows:

1. That curb, gutter, sidewalk and a landscape plan be foregone but that the internal roadways be paved;
2. That landscaping along McDermott Road be required in accordance with City subdivision development standards (25' wide/deep strips identified as common lots, with grass and ornamental street trees every 25' on center as a minimum);
3. That street lights be installed in the development in accordance with City standards or, otherwise, in reasonable locations as dictated by common sense;
4. That a total of 100' right-of-way dedication be provided in favor of McDermott Road where it abuts the project. This will require that there be 50' of right-of-way from the section line under that road provided for on the Britania Subdivision side.

If you should have any questions concerning this matter, please contact me during normal business hours Monday through Friday at 488-6457.

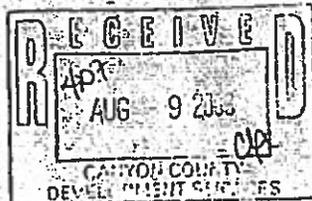
Sincerely,

Robert Hobbs  
Assistant Director

GRH/rh

cc: Richard T. Beck  
SLN Planning, Inc.  
148 N. 2<sup>nd</sup> Street, Suite 101  
Eagle, Idaho 83616

Michael Fuss, Engineering Department  
Jim Brooks, Engineering Department





INSTRUMENT NO. 2007047594

## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

1115 Albany Street • Caldwell, Idaho • 83605 • Phone (208) 454-7458

### CONDITIONAL USE PERMIT

This certifies that Patriot Capital Partners, LLC received a Conditional Use Permit, granted by the Canyon County Planning and Zoning Commission, on October 19, 2006, to divide four parcels that total approximately 77.94 acres into 105 residential lots and two (2) common lots in an "A" (Agricultural) Zone.

This Conditional Use Permit was applied for, noticed, and approved as Case # CU2006-6.

The Findings of Fact, Conclusions of Law, and Order were signed on November 2, 2006.

This permit was approved with the following conditions:

1. This development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property.
2. This development shall be platted in accordance with the City of Nampa's Subdivision Ordinance.
3. This development shall comply with Canyon County Weed and Gopher Control requirements prior to the preliminary plat.
4. This development shall connect to United Water of Idaho's municipal water system or the City of Nampa's municipal water system.
5. All residential lots in the development shall be connected to a community septic system or an municipal sewer system.
6. The applicant shall comply with Nampa Highway District No. 1 requirements.
7. The applicant shall conduct a traffic impact study to determine the impact this development will have on the transportation system, the size of the impact study will be set by the Highway District. The applicant shall provide Nampa Highway District No. 1, Ada County Highway District, and Canyon County Development Services with a copy of said traffic impact study.
8. The applicant shall make the designated improvements to the transportation system as dictated by the transportation agency having jurisdiction.
9. The internal private roads shall comply with Canyon County's Private Road and Driveway Requirements (07-10-03).

EXHIBIT B <sup>of</sup> 1/2

EXHIBIT B pg 2/2

- 10. All future landowners within the proposed development shall enter into a Water Users' Maintenance Agreement, and said agreement shall be recorded with the Canyon County Recorder's Office and a copy shall be provided to the Development Services Department.
  - 11. The applicant shall comply with Southwest District Health Department requirements.
  - 12. The applicant shall comply with the City of Nampa's requirements.
  - 13. The applicant shall comply with Nampa & Meridian Irrigation District requirements.
  - 14. The applicant shall comply with Idaho Department of Environmental Quality requirements.
  - 15. All exterior illumination shall be downward facing, directed from adjacent properties.
  - 16. The project shall commence within three (3) years and be completed within five (5) years.
  - 17. The roads in the development will have ribbon curbing.
  - 18. On the eastern boundary there shall be a 6' high, site obscuring fence.
  - 19. All future land owners in the development shall enter into a Road User Maintenance Agreement and said agreement shall be recorded with the Canyon County Recorder's Office and a copy shall be provided to the Development Service Department.
- This permit is for the following property: R30608, R30607, R30606, & R30609-010.

This permit is for the land, is perpetual, and there is no expiration date provided that all of the conditions stated herein have been fully met within the time frame established by Canyon County Zoning Ordinance 05-002, as amended or subsequently codified, and the permitted use remains in compliance with said conditions.

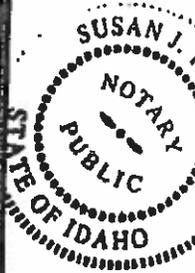
This permit is for the following individual, not the land:

This permit is temporary and will expire on:

State of Idaho ) )  
S.S.

*Bonnie Ford - LeCompte*  
Development Services Department

County of Canyon )  
On this 10th day of July in the year of 2007, before me Susan J. Hartley a notary public, personally appeared Bonnie Ford - LeCompte, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



*Susan J. Hartley*  
Notary Public  
My Commission Expires on April 17, 2013

**BID AWARD**  
**6TH STREET NORTH ROADWAY AND**  
**WATERLINE IMPROVEMENTS**  
**(16<sup>th</sup> Avenue North to 1<sup>st</sup> Avenue North)**

- Engineering, as part of the FY16 Public Works Asset Management Program, identified 6<sup>th</sup> Street North from 16<sup>th</sup> Avenue North to 1<sup>st</sup> Avenue North as a failed roadway and in need of rehab or reconstruction (see Exhibit A, Vicinity Map).
- In addition, portions of existing water and pressure irrigation (PI) lines in 6<sup>th</sup> Street North are deteriorated and scheduled for zone maintenance replacement.
- Project improvements include replacing existing water/PI lines, water services, fire hydrants, pedestrian ramps, miscellaneous curb/gutter and rebuilding 6th Street North from 1<sup>st</sup> Avenue North to 16<sup>th</sup> Avenue North.
- A successful public open house was held on February 17<sup>th</sup> to communicate and seek input from stakeholders including nearby residents, businesses, churches, and Idaho Arts Charter School. Public communications and coordination will continue throughout the project.
- On March 7, 2016, City Council authorized bidding the Project.
- The City received five (5) bids from (see Exhibit B):
  - 1) Nampa Paving Co.
  - 2) C&A Paving Co., Inc.
  - 3) Staker & Parson Companies dba Idaho Materials & Construction
  - 4) Knife River Corporation
  - 5) Central Paving Co., Inc.
- The apparent low bidder is Nampa Paving Co. at \$1,526,790.64. All necessary public bidding requirements appear to be satisfied.
- Estimated Project Costs:
 

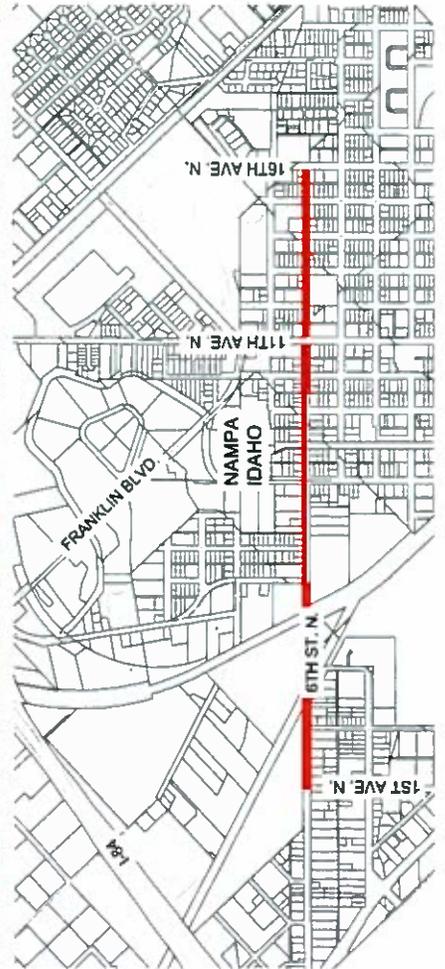
○ Construction	\$ 1,526,790.64
○ Union Pacific RR Crossing (Design & Construction)	\$ 205,990.00
○ Design Consulting	\$ 224,219.00
○ Construction Engineering & Inspection	<u>\$ 148,744.48</u>
○ <i>Total</i>	<u>\$ 2,105,744.12</u>
- Funding for the project is summarized below:
 

FY16 Streets	\$ 864,000.00
FY16 Streets (Additional PM Funding Approved by Council)	\$ 500,000.00
FY15 Streets (FY15 PM Cost Savings & Reallocation)	\$ 410,000.00
FY16 Water Enterprise	\$ 481,360.00
FY 16 Water Enterprise (Additional Water/PI, UPRR Rebuild)	<u>\$ 176,000.00</u>
<i>Total</i>	<u>\$ 2,431,360.00</u>

- The bid came in \$325,615.88 under anticipated cost. In addition to this cost savings, approximately \$200,000 was saved on the 11<sup>th</sup> Avenue N. Rebuild Project (bid in May 2016). Engineering is examining the possibility of extending the project west with an ultimate goal of reaching Northside Boulevard. If extending the project is viable, Engineering will present a Change Order and Task Order Amendment at a future Council meeting.
- T-O Engineers has completed the professional design services for the project. HDR Engineering will oversee the Construction Engineering and Inspection (CE&I) services.
- A 5 month construction schedule is anticipated, starting in June 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.
- Engineering Staff and T-O Engineers have reviewed the bids and recommend award to Nampa Paving Co.

**REQUEST:** Council award bid, and authorize Mayor to sign contract for the 6<sup>th</sup> Street North Roadway and Waterline Improvements (16<sup>th</sup> Avenue North to 1<sup>st</sup> Avenue North) with Nampa Paving Co. in the amount of \$1,526,790.64.

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## 6TH STREET NORTH PROJECT LOCATION

**EXHIBIT A**



332 N. BROADMORE WAY  
NAMPA, IDAHO 83687-5123  
PHONE: (208) 442-6300 FAX: (208) 466-0944  
E-FILE Project Location.dwg DATE: February 2016 JOB: 150152



**CITY OF NAMPA  
6th Street North Waterline Replacement and Road Reconstruction Project  
Project No. 02-1529  
Bid Tabulation**

CONTRACTOR	Nampa Paving	C&A Paving	Staker Parsons	Knife River	Central Paving
Base Bid	\$1,526,790.64	\$1,648,533.01	\$1,703,480.25	\$1,723,472.21	\$1,730,330.31
Deductive Alternate #1	(\$106,153.50)	(\$119,925.75)	(\$131,479.71)	(\$102,293.50)	(\$125,688.50)
Base Bid and Deductive Alternate #1	\$1,420,637.14	\$1,528,607.26	\$1,572,000.54	\$1,621,178.71	\$1,604,641.81

CITY OF NAMPA  
6th Street North Wasteline Replacement and Road Reconstruction Project  
Project No. 02-1529  
Bid 7 Addendum-Base Bid

Bid Number	Bid Item	Bid Item Description	Unit Measure	Estimated Quantity	Nampa Paving			C&A Paving			Slaker System			Wide River			Central Paving		
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
1	201-A.1.D.1	Removal of Bituminous Surface	SY	25.600	\$2.03	\$51,968.00	\$2.27	\$58,112.00	\$1.90	\$48,640.00	\$1.20	\$30,720.00	\$4.99	\$125,440.00					
2	201-A.1.D.1	Removal of Miscellaneous Concrete	SY	380	\$4.17	\$1,576.10	\$30.00	\$9,900.00	\$15.80	\$5,994.00	\$5.00	\$1,900.00	\$7.95	\$2,621.50					
3	201-A.1.F.1	Removal of Hydrants	EA	11	\$369.19	\$4,061.09	\$1,601.00	\$17,611.00	\$1,641.00	\$18,051.00	\$1,641.00	\$18,051.00	\$1,641.00	\$18,051.00					
4	201-A.1.F.1	Removal of Water Services	EA	15	\$270.40	\$4,056.00	\$105.00	\$1,575.00	\$103.00	\$1,545.00	\$185.00	\$2,775.00	\$102.00	\$1,530.00					
5	201-A.1.F.1	Removal of Pressure Irrigation Services	EA	5	\$239.30	\$1,196.50	\$80.00	\$400.00	\$77.00	\$385.00	\$75.00	\$375.00	\$76.70	\$383.50					
6	201-A.1.F.1	Removal of Catch Basins	EA	10	\$254.80	\$2,548.00	\$210.00	\$2,100.00	\$205.00	\$2,050.00	\$180.00	\$1,800.00	\$204.00	\$2,040.00					
7	201-A.1.F.1	Abandon Valve	EA	30	\$176.80	\$5,304.00	\$105.00	\$3,150.00	\$103.00	\$3,090.00	\$40.00	\$1,200.00	\$102.00	\$3,060.00					
8	201-A.1.F.1	Sawcut Asphalt	LF	3,340	\$0.75	\$2,505.00	\$0.50	\$1,670.00	\$0.51	\$1,701.00	\$0.50	\$1,670.00	\$0.90	\$2,997.00					
9	201-A.1.F.1	Removal of Trees	EA	5	\$519.99	\$2,599.95	\$715.00	\$3,577.50	\$513.00	\$2,566.50	\$525.00	\$2,625.00	\$511.00	\$2,555.00					
10	201-A.1.F.1	Removal of Tree Stumps	EA	2	\$78.00	\$156.00	\$80.00	\$160.00	\$77.00	\$154.00	\$100.00	\$200.00	\$76.70	\$153.40					
11	202-A.1.A.1	Excavation	CY	13,500	\$6.39	\$86,265.00	\$6.90	\$93,150.00	\$9.50	\$128,250.00	\$7.00	\$94,500.00	\$5.15	\$69,525.00					
12	202-A.1.A.1	Unstable Material Excavation	CY	2,000	\$6.53	\$13,060.00	\$15.75	\$31,500.00	\$11.25	\$22,500.00	\$3.50	\$7,000.00	\$7.00	\$14,000.00					
13	207-A.1.B.1	Infiltration Trench	LF	85	\$141.44	\$12,022.40	\$203.00	\$17,255.00	\$205.00	\$17,425.00	\$140.00	\$11,900.00	\$204.00	\$17,340.00					
14	207-A.1.A.1	Miscellaneous Surface Restoration (Landscaping)	LF	500	\$6.05	\$3,025.00	\$35.00	\$17,500.00	\$10.26	\$5,130.00	\$9.00	\$4,500.00	\$25.60	\$12,800.00					
15	207-A.1.C.1	Main Line Type "P" Surface Restoration (Asphalt Roadway)	SY	110	\$216.63	\$23,829.30	\$301.5	\$33,165.00	\$58.00	\$6,380.00	\$10.00	\$1,100.00	\$17.20	\$1,892.00					
16	208-A.1.A.1	Steel Casing Pipe Rending and Jacking, 24-Inch	LF	310	\$308.88	\$95,752.80	\$263.00	\$81,530.00	\$256.60	\$79,546.00	\$265.00	\$82,150.00	\$256.00	\$79,536.00					
17	401-A.1.A.1	Water Main Pipe - 12-Inch - C-900	LF	2,955	\$38.84	\$114,144.00	\$38.00	\$112,440.00	\$35.00	\$103,825.00	\$49.00	\$145,755.00	\$42.00	\$124,740.00					
18	401-A.1.A.1	Water Main Pipe - 16-Inch - C-900	LF	20	\$122.22	\$2,444.40	\$53.00	\$1,060.00	\$51.32	\$1,026.40	\$65.00	\$1,300.00	\$55.00	\$1,100.00					
19	401-A.1.A.1	Water Main Pipe - 8-Inch - C-900	LF	520	\$63.13	\$32,827.60	\$59.00	\$30,680.00	\$57.48	\$29,809.60	\$51.00	\$26,520.00	\$59.00	\$30,680.00					
20	401-A.1.A.1	Water Main Pipe - 6-Inch - C-900	LF	210	\$31.46	\$6,606.60	\$29.50	\$6,195.00	\$28.74	\$6,035.40	\$35.00	\$7,350.00	\$30.00	\$6,300.00					
21	401-A.1.A.1	Water Main Pipe - 4-Inch - C-900	LF	85	\$57.20	\$4,862.00	\$39.90	\$3,391.50	\$39.00	\$3,315.00	\$31.00	\$2,635.00	\$38.50	\$3,282.50					
22	401-A.1.C.1	Install City Provided 12-Inch C-900	LF	2,250	\$20.38	\$45,855.00	\$28.00	\$63,000.00	\$27.71	\$62,347.50	\$19.00	\$42,750.00	\$30.00	\$67,500.00					
23	402-A.1.A.1	Valve-12-Inch, Type Gate	EA	17	\$2,633.17	\$44,763.89	\$2,000.00	\$34,000.00	\$1,796.21	\$30,535.57	\$2,100.00	\$35,700.00	\$2,500.00	\$42,500.00					
24	402-A.1.A.1	Valve-8-Inch, Type Gate	EA	14	\$1,299.98	\$18,199.72	\$1,250.00	\$17,500.00	\$975.08	\$13,651.12	\$1,300.00	\$18,200.00	\$1,500.00	\$21,000.00					
25	402-A.1.A.1	Valve-6-Inch, Type Gate	EA	13	\$973.58	\$12,656.54	\$925.00	\$12,025.00	\$667.16	\$8,673.08	\$1,000.00	\$13,000.00	\$1,000.00	\$13,000.00					
26	402-A.1.A.1	Valve-4-Inch, Type Gate	EA	2	\$597.99	\$1,195.98	\$415.00	\$1,680.00	\$364.52	\$729.04	\$400.00	\$800.00	\$400.00	\$800.00					
27	402-A.1.A.1	Valve-2-Inch, Type Blow-Off Assembly	EA	1	\$2,407.56	\$2,407.56	\$7,000.00	\$7,000.00	\$1,693.57	\$1,693.57	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00					
28	403-A.1.A.1	Hydrant	EA	31	\$2,910.91	\$90,238.21	\$2,900.00	\$90,900.00	\$2,566.01	\$79,546.11	\$2,700.00	\$83,700.00	\$3,200.00	\$99,200.00					
29	404-A.1.A.1	Water Service Connection - 1-Inch	EA	15	\$1,244.38	\$18,665.70	\$1,050.00	\$15,750.00	\$1,026.40	\$15,396.00	\$1,400.00	\$21,000.00	\$1,400.00	\$21,000.00					
30	601-A.1.A.5	12-Inch Storm Drain Pipes, SDR 35 PVC	LF	255	\$27.84	\$7,098.20	\$28.35	\$7,229.25	\$27.71	\$7,066.05	\$23.00	\$5,565.00	\$27.60	\$7,038.00					
31	602-A.1.F.1	Catch Basin - Type IV	EA	10	\$1,143.98	\$11,439.80	\$1,000.00	\$10,000.00	\$1,129.04	\$11,290.40	\$1,150.00	\$11,500.00	\$1,100.00	\$11,000.00					
32	602-A.1.F.1	Precast Sediment Basin - 1000 Gallon	EA	1	\$2,906.75	\$2,906.75	\$5,400.00	\$5,400.00	\$4,618.82	\$4,618.82	\$4,000.00	\$4,000.00	\$5,200.00	\$5,200.00					
33	602-A.1.Q.1	Groundwater Observation Well	EA	3	\$159.99	\$479.97	\$150.00	\$450.00	\$102.64	\$307.92	\$170.00	\$510.00	\$307.00	\$921.00					
34	706-A.1.A.5	Standard 6-Inch Vertical Curb and Gutter	LF	1,500	\$26.00	\$39,000.00	\$19.00	\$28,500.00	\$34.64	\$51,960.00	\$27.00	\$40,500.00	\$26.30	\$39,450.00					
35	706-A.1.B.1	Concrete Valley Gutter	LF	140	\$21.92	\$3,068.80	\$37.00	\$5,180.00	\$31.06	\$4,348.40	\$25.00	\$3,500.00	\$23.50	\$3,290.00					
36	706-A.1.F.1	Concrete Sidewalk, Thickness - 5-Inches	SY	150	\$37.44	\$5,616.00	\$37.80	\$5,670.00	\$75.40	\$11,310.00	\$43.00	\$6,450.00	\$46.40	\$6,960.00					



CITY OF NAMPA  
6th Street North Waterline Replacement and Road Reconstruction Project  
Project No. 02-1529  
Bid Tabulation-Deductive Alternate 1

Bid Number	Bid Item	Bid Item Description	Unit Measure	Estimated Quantity	Nampa Paving *		C&A Paving		Sinker Parsons		Knife River		Central Paving	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	201.4.1.D.1	Removal of Bituminous Surface	SY	-4.780	\$2.03	(\$9,703.40)	\$1.80	(\$8,604.00)	\$1.90	(\$9,082.00)	\$1.00	(\$4,780.00)	\$4.90	(\$23,422.00)
2	202.4.1.A.1	Excavation	CY	-2.330	\$6.39	(\$14,888.70)	\$6.85	(\$15,960.50)	\$9.50	(\$22,135.00)	\$5.00	(\$11,650.00)	\$5.15	(\$11,999.50)
3	801.4.1.B.1	6-Inch Minus Uncrushed Sub-Base	CY	-1.855	\$10.43	(\$19,347.65)	\$15.75	(\$29,216.25)	\$14.19	(\$26,322.45)	\$9.50	(\$17,622.50)	\$10.60	(\$19,663.00)
4	802.4.1.B.1	Crushed Aggregate for Base Type I	CY	-535	\$20.75	(\$11,101.25)	\$21.00	(\$11,235.00)	\$33.96	(\$18,168.60)	\$25.00	(\$13,375.00)	\$24.90	(\$13,321.50)
5	810.4.1.A.1	Plant Mix Pavement 1/2" Superpave HMA SP3	TN	-1.045	\$50.00	(\$52,250.00)	\$53.00	(\$55,385.00)	\$53.88	(\$56,304.60)	\$54.00	(\$56,430.00)	\$56.00	(\$58,520.00)
6	2030.4.1.D.1	Miscellaneous Utility Adjust to Grade, Monitor We	EA	-1	\$250.00	(\$250.00)	\$450.00	(\$450.00)	\$410.56	(\$410.56)	\$286.00	(\$286.00)	\$409.00	(\$409.00)
ADD														
7	201.4.1.G.1	Sawcut Asphalt	LF	1.850	\$0.75	\$1,387.50	\$0.50	\$925.00	\$0.51	\$943.50	\$1.00	\$1,850.00	\$0.89	\$1,646.50
						\$106,153.50		\$119,925.75		\$131,479.71		\$107,293.50		\$125,688.50
<b>TOTAL - DEDUCTIVE ALT 1</b>														

\* Discrepancy corrected

**LOCAL PROFESSIONAL SERVICES AGREEMENT**  
**CITY OF NAMPA, ITD AND PARAMETRIX ENGINEERING**  
 12<sup>th</sup> Ave. Pedestrian Hybrid Beacon (PHB) Crossings  
 10th St. S. to 12th St. S. (Key#19600) & Sherman to Dewey (Key#19396)

- The Local Highway Safety Improvement Program (LHSIP) is funded by the state’s Highway Safety Program through the Federal Transportation Act SAFETE-LU and is aimed at improving safety at high accident locations.
- Based on pedestrian and traffic safety concerns, the City sought out and received LHSIP funding to install PHB crossings on 12<sup>th</sup> Avenue South at the following locations (see Exhibit A, Vicinity Map):
  - Between 10<sup>th</sup> Street South and 12<sup>th</sup> Street South
  - Between Sherman Avenue and Dewey Avenue
- Each project will include the installation of a PHB crossing light, signage, striping, pedestrian ramps and enhanced lighting.
- The exact final location for each PHB crossing will be determined as part of the SH45 Safety and Access Study (Lake Lowell Avenue to 7<sup>th</sup> Street South) currently underway. Council authorized the Cooperative Agreement with ITD and Professional Services Authorization for the study on October 19, 2015.
- Council authorized the State Local Agreement for project development between the City and ITD on November 16, 2015.
- The next step is for a Local Professional Services Agreement to be executed between the City, ITD and Parametrix Engineering to complete the detailed design effort for the PHB’s. The consulting contract is in the amount of \$69,000 (Exhibit B).
- The Estimated cost for the project is \$582,000 (\$69,000 Consulting, \$513,000 Construction).

• Funding is as follows:

LHSIP Federal Grant—10 <sup>th</sup> St to 12 <sup>th</sup> St (92.66%)	\$ 269,600
LHSIP Federal Grant—Dewey to Sherman (92.66%)	\$ 269,600
City Match FY16 Streets—10th St to 12th St (7.34%)	\$ 21,400
City Match FY16 Streets—Dewey to Sherman (7.34%)	<u>\$ 21,400</u>
<b>Total</b>	<b>\$ 582,000</b>

- Design will be completed in FY16, construction in FY17.
- Engineering recommends authorization of the agreement.

**REQUEST:** Council Authorize Mayor to sign Local Professional Services Agreement with ITD and Parametrix Engineering for the 12th Ave. Pedestrian Hybrid Beacon Crossings (10th St S to 12th St S (Key #19600) and Sherman to Dewey (Key #19396) in the amount of \$69,000 (NTE).

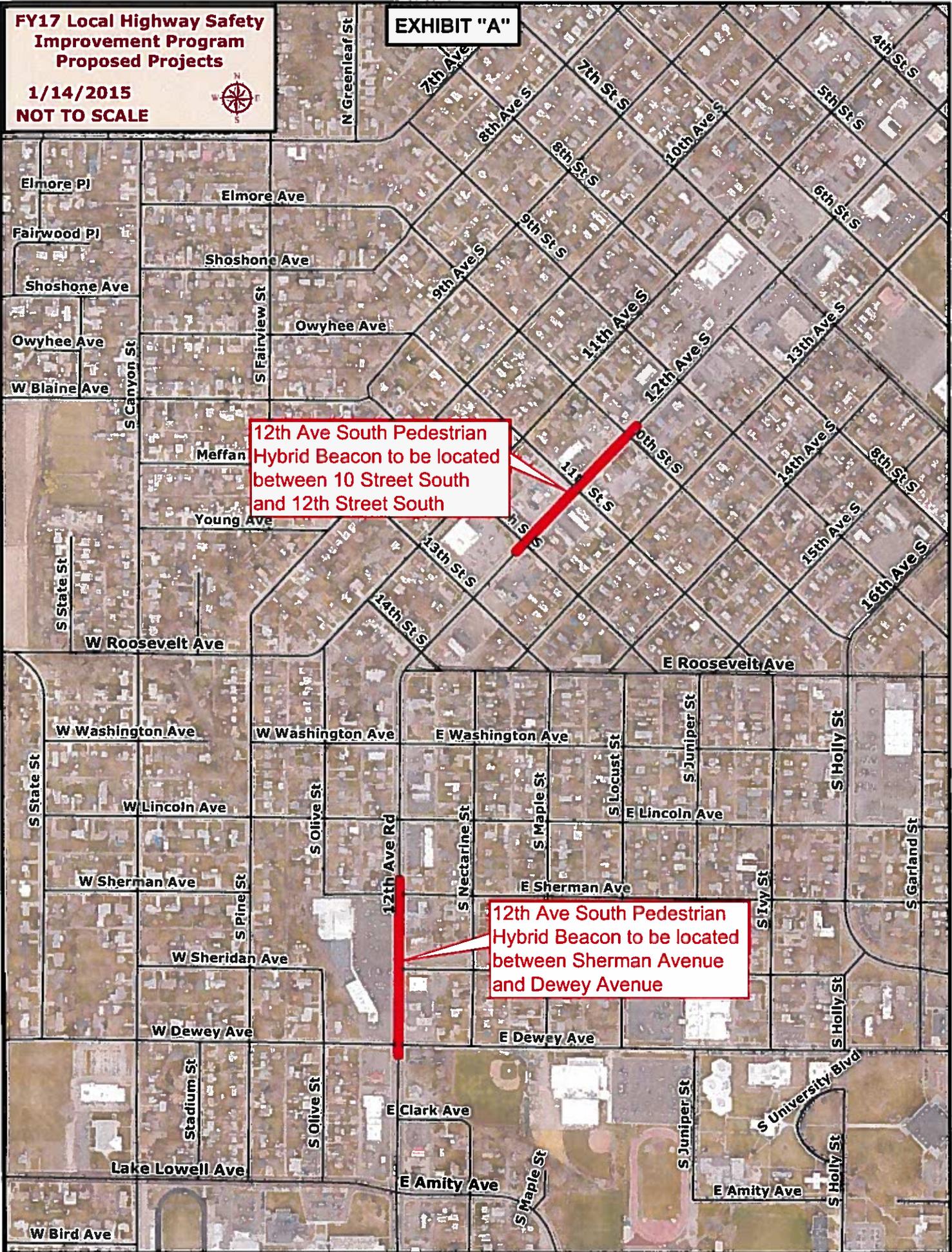
**FY17 Local Highway Safety  
Improvement Program  
Proposed Projects**

1/14/2015

**NOT TO SCALE**



**EXHIBIT "A"**



12th Ave South Pedestrian Hybrid Beacon to be located between 10 Street South and 12th Street South

12th Ave South Pedestrian Hybrid Beacon to be located between Sherman Avenue and Dewey Avenue

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number  
93982

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF NAMPA, whose address is 411 Third Street South Nampa ID 83651, hereinafter called the "Sponsor," and PARAMETRIX, INC., whose address is 7761 W. Riverside Dr. Ste 201, Boise, ID, 83714, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

- PROJECT NAME: 12TH AVE S; SHERMAN TO DEWEY BEACONS, NAMPA
- PROJECT NO: A019(396)
- KEY NO: 19396
- PROJECT NAME: 12TH AVE S; 10TH ST S TO 12TH ST S, NAMPA
- PROJECT NO: A019(600)
- KEY NO: 19600

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants: n/a

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Kevin Kuther, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
  - a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
  - b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.  
In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.
2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

**IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE**

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

**V. TIME AND NOTICE TO PROCEED**

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **11/1/2016**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

**VI. BASIS OF PAYMENT**

- A. Payment Basis: Cost Plus Fixed Fee
- B. Compensation Amount
  1. Not-To-Exceed Amount: **\$69,000.00**
  2. Additional Services Amount: **\$0.00**
  3. Total Agreement Amount: **\$69,000.00**
- C. Fixed Fee Amount: **\$7,285.00** (This is included in the Total Agreement Amount.)
- D. Approved Overhead Rates for Prime Consultant

PARAMETRIX, INC.

188.59%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount be negotiated.

In no case will rates be adjusted more than once per agreement year.

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of \$34,500.00 for Key No. 19396 and Authorization No. 2 is issued in the amount of \$34,500 for Key No. 19600.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands on the day and year in this Agreement first written above.

**PARAMETRIX, INC.**  
Consultant

**CITY OF NAMPA**  
Sponsor

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**IDAHO TRANSPORTATION  
DEPARTMENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT NO. 1L**  
**CONSULTANT AGREEMENT SPECIFICATIONS**

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

**A. DEFINITIONS**

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://www.itd.idaho.gov/design/cau/policies.htm>.
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

**NOTE:** All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

**B. STANDARDS OF PERFORMANCE**

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

**C. AGREEMENT ADMINISTRATOR**

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

**D. PERSONNEL**

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

**E. SUBCONSULTANTS**

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

**F. PROFESSIONAL SERVICES AUTHORIZATION**

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

**G. PROJECT SCHEDULING**

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show the project percent completed on each task.

**H. MONTHLY PROGRESS REPORT**

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

**I. PROGRESS AND FINAL PAYMENTS**

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

**Lump Sum**

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

**Cost Plus Fixed Fee**

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

**Cost**

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://www.itd.idaho.gov/design/cau/policies.htm>.

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each Subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each Subconsultant within twenty (20) calendar days after the Subconsultant's work is satisfactorily completed.

Form ITD-2892 (Certification of Payment) shall be filled out by the consultant for each invoice and provided to the Agreement Administrator verifying payments to subconsultants. Upon completion of the work, the consultant shall certify total payment to all subconsultants on Form ITD-2921 (Certification of Payment Amounts). Forms will be provided by the State.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

#### 4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

#### 5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

#### 6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 9-338(9).

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproducible of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered on one of the following:

- a. Standard CD-ROM format;
- b. Standard DVD-ROM Format

Files shall be developed with MicroStation software, XM Version 8.09.X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://itd.idaho.gov/manuals/ManualsOnline.htm> .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: [http://www.itd.idaho.gov/design/cau/general\\_info.htm](http://www.itd.idaho.gov/design/cau/general_info.htm).

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. CIVIL RIGHTS ACT

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

- a. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.  
<http://www.itd.idaho.gov/civil/pdf/eeocc/dbesprgn.pdf>
- b. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- c. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
- d. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
- e. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
- f. **Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs a. through e. above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NOTE:** Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

## SCOPE OF WORK

# 12<sup>TH</sup> AVE PEDESTRIAN HYBRID BEACON CROSSINGS SHERMAN AVE TO DEWEY AVE (KEY #19396) 10<sup>TH</sup> STREET S TO 12<sup>TH</sup> STREET S (KEY #19600)

*Prepared for*

**CITY OF NAMPA**



**&**

**LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**



Parametrix Company Address: **Parametrix**  
7761 W. Riverside Drive, Suite 201  
Boise, Idaho 83714  
[www.parametrix.com](http://www.parametrix.com)

Parametrix Project Manager: Dave Meldrum, PE  
208.898.0012  
[dmeldrum@parametrix.com](mailto:dmeldrum@parametrix.com)

Date: April 20, 2016

Duration: 6 months

**SCOPE OF WORK**

**PROJECT DESCRIPTION**

The City of Nampa (City) has selected Parametrix to design and prepare construction plans for two Pedestrian Hybrid Beacon (PHB) crossings to be located along 12<sup>th</sup> Ave South (SH-45) with the first being located between Sherman Ave and Dewey Ave (Key # 19396) and the second being located between 10<sup>th</sup> Street S and 12<sup>th</sup> Street S (Key # 19600). These LHTAC administered projects are federally funded through the Local Highway Safety Improvement Program (LHSIP) and are currently programmed for construction in 2017.

Each of these PHB signals will be designed and constructed under separate contracts and Key Numbers. However due to the proximity and similarity of these projects, this one scope of work will be used for both projects.

12<sup>th</sup> Ave serves as State Highway 45. At both locations, 12<sup>th</sup> Ave is a 5-lane, 66-foot wide section with existing curb, gutter, and sidewalks. With high traffic volumes and no signalized crossings on 12<sup>th</sup> Ave, both locations have high accident rates, including a high percentage involving pedestrians. The City of Nampa Bicycle and Pedestrian Master Plan and the City Transportation Plan recommend protected crossings at each location. Currently, there are unprotected striped crosswalks at the intersections with Sherman Ave and Dewey Ave, but the section between 10<sup>th</sup> St and 12<sup>th</sup> St does not have any designated crossings.

The primary purpose of the projects is to improve pedestrian safety for neighborhood residents and students crossing 12<sup>th</sup> Ave to commercial and retail establishments.

The proposed locations for each PHB crossing were recently identified as part of a separate access management and safety study currently being conducted by the City of Nampa. The first will be located at the south leg of the 12<sup>th</sup> Avenue/Sherman Avenue intersection and the second will be located between 10<sup>th</sup> Street South and 12<sup>th</sup> Street South. The proposed locations are identified in the images below.

12<sup>th</sup> Avenue / Sherman Intersection (Key # 19396)



Plan View of Intersection



Street View (Looking South)

## SCOPE OF WORK

Improvements at each location will include the installation of a PHB crossing signal, signage, striping, pedestrian ramps, and street lighting.

Parametrix will design these projects and supply documentation in accordance with this scope of work. The design standards will utilize the current ITD Standards and applicable City of Nampa ISPWC supplements.

### Reference Material

Parametrix will utilize and refer to the following reference studies and information to assist with development of the project. The City will assist Parametrix, as needed, to provide this information.

- GIS data
- Latest ortho-rectified aerial photography
- Utility facility maps
- City of Nampa Citywide Transportation Plan
- City of Nampa Bicycle & Pedestrian Master Plan

### Key Assumptions

- The ITD Project Charter has been completed by LHTAC. Parametrix will aid LHTAC in updating the information in the Charter. No ITD style Concept Report will be required for the design.
- No Stakeholder Outreach or public involvement will be required for this project.
- Existing storm drain facilities will not be impacted by the project.
- Geotechnical investigations will not be required for this project.
- All construction will be accomplished within the road right-of-way (ROW). ROW acquisitions will not be required for this project.
- Project duration will be six (6) months.

### Key Milestones

- Notice to Proceed: May 9, 2016 (City Council Approval on May 2<sup>nd</sup>)
- Preliminary Design Submittal / Review Meeting: June 24, 2016
- Final Design Submittal: September 16, 2016
- Final Design Review Meeting (2 week review): September 30, 2016
- PS&E Submittal: October 28, 2016

### Implied Terms

In order to avoid confusing repetition of expressions in this Scope of Work, it is provided that whenever anything is to be required, directed, specified, authorized, furnished, given, designated, permitted, reserved, approved, disapproved, accepted, or rejected, it shall be understood as if the expression were followed by the words "by the City of Nampa PM" or "to the City of Nampa PM".

Whenever anything is to be performed, designed, computed, calculated, analyzed, determined, evaluated, surveyed, obtained, established, contacted, estimated, investigated, prepared, developed, delivered, collected, and/or recorded, it shall be understood as if the expression were followed by the words "by Parametrix" or "to Parametrix".

### City Standards

The project shall follow the Highway Standards & Development Procedures used by the City. Additionally, the following standards shall be used:

- AASHTO Policy on Geometric Design of Highways and Streets

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#### City of Nampa

12<sup>th</sup> Ave S (SH-45) PHB Crossings  
 Sherman Ave to Dewey Ave (Key #19396)  
 10th Street S to 12th Street S (Key #19600) Page 2 of 12

**Parametrix**

April 20, 2016

## SCOPE OF WORK

- AASHTO Roadside Design Guide
- ITD Standards and Specifications
- ISPWC as amended by the City of Nampa
- Traffic Engineering Handbook for Institute of Transportation Engineers
- MUTCD
- ANSI/IES RP-8-14 Roadway Lighting

The following software and formats shall be utilized for the prosecution of work and documents as applicable:

- MicroStation/InRoads for CADD drawing files - Format: DGN/ALG
- MS Excel for spreadsheets - Format: XLSX
- MS Word for word processing - Format: DOCX
- MS Project for scheduling - Format: MPP
- Roadway Lighting - AGI32

### Documents

All documents shall be submitted to the City and LHTAC in unbound paper copy and/or electronic formats via email (or FTP) to the City of Nampa PM and LHTAC, unless otherwise noted or approved. Paper copies will be assembled with a single spring clip in the upper left corner, unless otherwise noted or approved. Electronic documents will be submitted in their native format and/or Adobe Acrobat PDF format.

Document revisions, additions, or modifications to an approved document at the request of the City, will be completed as a supplement to the original agreement.

## SCOPE OF WORK

### 1 PROJECT MANAGEMENT

#### 1.1 KICK OFF MEETING

Parametrix will prepare the agenda, schedule, and conduct a project kick-off meeting with City and LHTAC staff to discuss the project objectives, approach, schedule, available information, etc. Parametrix will prepare the meeting summary.

##### PRODUCTS AND DELIVERABLES

- Prepare for and conduct the kick-off meeting.
- Prepare the meeting summary and distribute to the City and LHTAC.

#### 1.2 CITY COUNCIL MEETING

Parametrix will assist City staff to prepare the Nampa City Council write-up and exhibits, and attend one (1) council meeting to answer questions, etc.

##### PRODUCTS AND DELIVERABLES

- Prepare for and attend City Council meeting
- Assist with preparation of the City Council write-up and exhibits

##### ASSUMPTIONS

- One (1) City Council meeting
- One (1) City Council write-up
- Displays prepared as a part of the Safety and Access Management Study (currently being performed under a separate project number) will be used for the City Council meeting

#### 1.3 CITY AND LHTAC MEETINGS

Parametrix will schedule and attend regular progress meetings with City and LHTAC staff. Parametrix will prepare the meeting summaries. Parametrix will also regularly communicate and coordinate with the City's Project Manager and LHTAC as needs arise on the project. This communication will usually be via email and/or phone calls.

##### PRODUCTS AND DELIVERABLES

- Schedule and attend the progress meetings
- Prepare the meeting summaries
- Regular email/phone call coordination with the City and LHTAC

##### CITY AND LHTAC RESPONSIBILITIES

- Schedule and provide facility for progress meetings.

##### ASSUMPTIONS

- Three (3) progress meetings are assumed and additional meetings must be approved by City and LHTAC.
- Meetings are assumed to be a maximum duration of two (2) hours including travel time.

## SCOPE OF WORK

### **1.4 BUDGET AND TRACKING**

Parametrix will provide project management and project controls to ensure adequate resources are assigned to the project; manage the schedule and budget; perform earned value analysis; and perform schedule tracking updates.

#### PRODUCTS AND DELIVERABLES

- Monthly project status reports/invoices will be sent to LHTAC.

#### ASSUMPTIONS

- Six (6) project status reports/invoices submitted to LHTAC for review and approval. Once approved, LHTAC will send them to the City.

### **1.5 STAKEHOLDER OUTREACH (NOT REQUIRED)**

This task is not anticipated to be required for this project.

## **2 DESIGN SERVICES**

### **2.1 SURVEYING AND MAPPING**

#### **2.1.1 TOPOGRAPHIC SURVEY**

Parametrix will use GPS data collection and conventional ground survey methods to create a topographic base map and digital terrain model (DTM). This topographic base map and DTM will be used for the work identified in this scope of work.

#### PRODUCTS AND DELIVERABLES

- Topographic survey and DTM (electronic format only). The DTM will also be submitted to the City's GIS staff.

#### ASSUMPTIONS

- Topographic survey will extend 100-feet along 12<sup>th</sup> Ave on each side of each designated PHB location, and from existing right-of-way to existing right-of-way.

#### **2.1.2 EXISTING RIGHT-OF-WAY / UTILITY BASE MAP**

GIS line work will be used to develop the ROW and property sidelines for parcels adjacent to the proposed improvements.

Survey will include Dig Line locates which are painted at the time of the survey field work. Utility line work will be supplemented by maps provided by the utility companies.

#### PRODUCTS AND DELIVERABLES

- Request and utilize GIS data and aerial photography from the City.
- Research existing record data for location of existing survey monumentation.
- Prepare ROW reference drawing to be used in design plans, including current ownership from Assessor (GIS) information.
- Survey Dig Line field marks for utility locates.

## SCOPE OF WORK

- Generate base map of existing utilities (created from maps provided by utility companies and Dig Line information).

### CITY AND LHTAC RESPONSIBILITIES

- Provide electronic GIS data and ortho-rectified aerial photo files.
- Request to Dig Line for utility locates, since they are more receptive to the request from agencies.
- Request utility maps from utility companies.

### ASSUMPTIONS

- Any effort required to locate PLSS corners that are not immediately on or adjacent to the section line will be considered an additional service and require a supplemental agreement.
- ROW acquisitions will not be included as part of this project.
- No centerline information or monuments will be required.

## **2.2 ENVIRONMENTAL EVALUATION**

LHTAC/ITD will complete the environmental document in-house. Parametrix will be available to provide appropriate information to LHTAC as requested for the environmental evaluation. The level of effort anticipated for this task by Parametrix will not exceed 6-man hours.

### PRODUCTS AND DELIVERABLES

- Assist LHTAC in document preparation and providing the necessary information as requested by LHTAC/ITD to complete the environmental document.

### ASSUMPTIONS

- It is assumed that LHTAC/ITD will prepare the "simplified" environmental document.
- Parametrix effort will be limited to a total of 6-man hours.
- An Environmental Consultant is not included in this Scope of Work. If it is determined at a later date that services from an Environmental Consultant are required, that task would be completed as supplemental to this project scope.

## **2.3 CONTRACT DOCUMENTS (PRELIMINARY DESIGN)**

### **2.3.1 PRELIMINARY PHB SIGNAL DESIGN**

Parametrix will prepare a preliminary design layout of the improvements at each location. Each preliminary plan view design layout will be displayed on full size (11"x17") plots for review at the Preliminary Design Review Meeting. Potential utility impacts will be identified and noted for further evaluation. Mast Arm Detail sheets will be developed for each PHB signal and will also be presented at the review meeting.

### PRODUCTS AND DELIVERABLES

- 11" x 17" Preliminary Design Plans (presented at Preliminary Design Review Meeting)
  - Preliminary Roadway Plan Sheet (1 sheet for each project location)
  - Mast Arm Details (1 sheet for each project location)
- Engineer's Opinion of Probable Construction Cost Estimate

## SCOPE OF WORK

### 2.3.2 PRELIMINARY DESIGN REVIEW MEETING

Parametrix will attend the Preliminary Design Review meeting to review the preliminary design layout and Mast Arm Detail sheets with the City and LHTAC. Parametrix will prepare the agenda for the meeting, compile the meeting minutes, and distribute the minutes to LHTAC and the City. The intent of the meeting is for Parametrix to present the proposed layout and gain concurrence from LHTAC and the City regarding the project direction before advancing the design further.

#### PRODUCTS AND DELIVERABLES

- Meeting Attendance – two (2) Parametrix staff
- Meeting Agenda/Minutes

#### CITY AND LHTAC RESPONSIBILITIES

- Schedule and host review meeting

#### ASSUMPTIONS

- Two (2) hour review meeting, including travel time

### 2.4 CONTRACT DOCUMENTS (FINAL DESIGN)

Parametrix will prepare final construction plans, specifications, opinion of probable construction cost estimate, and contract time determination. Plans are intended to be substantially complete (90%).

#### 2.4.1 FINAL ROADWAY DESIGN

Based on the preliminary design review comments, the final roadway design for each will be completed. This work includes preparing the title sheet, the ITD Standard Drawings sheets (December 2015 version), a detail sheet, and updating the plan sheet for each location. The final roadway plan sheet will include ADA compliant pedestrian ramps and associated curb, gutter, and sidewalk repairs. Impacted utilities will be identified and addressed during this phase of work.

#### 2.4.2 FINAL EROSION AND SEDIMENT CONTROL PLAN

It is anticipated that the project will be small enough to be exempt from the requirements of the Construction General Permit (CGP), and therefore a Stormwater Pollution Prevention Plan (SWPPP) will not be required for the project.

To meet the City's sediment control requirements, erosion and sediment control Best Management Practices (BMP's) items will be shown on the construction plans. Parametrix will obtain LHTAC's version of the Erosion and Sediment Control Plan (ESCP) template narrative, and will edit the document for these projects.

It is anticipated that the Contractor will be responsible for obtaining the appropriate permits from the City.

#### 2.4.3 FINAL SIGNING AND PAVEMENT MARKING

Develop signing and pavement marking design in accordance with MUTCD recommendations. Signing and pavement markings will be shown on the roadway plan sheet. Separate signing and pavement marking sheets will not be prepared under this scope.

## SCOPE OF WORK

### 2.4.4 FINAL PHB SIGNAL & LIGHTING DESIGN

PHB signals will be designed for each location. The traffic signal plans will show general features of the new signal system such as pole and cabinet locations, mast arm lengths, signal head layouts, and mast arm mounted signs. Proposed street lights photometric will be analyzed and the lights will be shown on the plans and included with the project.

#### STREET LIGHTING ASSUMPTIONS

- The illumination design area limits will be the PHB crossing crosswalk striping and connected ADA ramps.
- The pedestrian conflict area classification is medium (11-100 peds/hr peak after dark).
- The designed average maintained horizontal illuminance at the pavement will be greater than 0.9 footcandles. This assumes a non-continuously lighted roadway intersection with an asphalt surface.
- The designed minimum vertical illuminance at 5 feet above the pavement will be 0.2 footcandles.
- The designed horizontal uniformity will be 3:1 or better.
- The three fixtures selected will come from the product families listed on the ITD qualified product list.
- No existing light sources will be included in the analysis.
- Lamp lumen depreciation factors will be modeled per fixture spec sheet when known or 0.90 when unknown.
- The dirt depreciation factor will be modeled at 0.85.
- No other depreciation factors will be included in the modeling.

### 2.4.5 SPECIFICATIONS

Parametrix will provide special provisions that modify the Idaho Transportation Department Construction Standards, Idaho Standards for Public Works Construction (ISPWC), and the City of Nampa Supplemental Provisions, as needed.

### 2.4.6 FINAL DESIGN SUBMITTAL

This task includes performing an internal quality control review of all deliverables and preparing the submittal documents. Parametrix will deliver one set of electronic files (PDF) for all Final Design deliverables to the City and LHTAC.

#### PRODUCTS AND DELIVERABLES

- 11" x 17" Final Design plans (11 sheets for each project)
  - Title Sheet
  - ITD Standard Drawings Index (2 sheets)
  - Roadway Plan Sheets (1 sheet), with Signing and Pavement Markings and ESCP BMP's
  - Roadway Detail Sheet (1 sheet)
  - Traffic Staging / Traffic Control Details (1 sheet)
  - Traffic Signal Plans (5 sheets)
    - Traffic Signal Materials List
    - Traffic Signal Plan
    - Traffic Signal Conduit Detail
    - Mast Arm Details

## SCOPE OF WORK

- Miscellaneous Details
- ESCP – LHTAC’s version (Word and PDF formats)
- Specifications (Word and PDF formats)
- Engineer’s Opinion of Probable Construction Cost Estimate (Estimator file and PDF format)

### CITY AND LHTAC RESPONSIBILITIES

- Review the Final Design Submittal and provide comments on the review documents within two (2) weeks of submittal.

### ASSUMPTIONS

- Project will not require coverage under the NPDES Construction General Permit.
- LHTAC to provide revised ESCP.
- Street lights will be placed on the signal poles.
- Street lighting analysis will only look at PHB crossing location (not the entire intersection) and will not evaluate the illumination of vertical features (i.e. – pedestrian faces).

### **2.4.7 FINAL DESIGN REVIEW MEETING**

The City and LHTAC will review the plans and provide comments on the review documents to Parametrix prior to the meeting. Parametrix will compile comments on a comment/response sheet. Parametrix will attend the Final Design Review meeting to discuss review comments. The City and LHTAC will make final decisions for conflicting review comments. Parametrix will prepare the agenda for the meeting, compile the meeting minutes, and distribute the minutes to LHTAC and the City.

### PRODUCTS AND DELIVERABLES

- Meeting Attendance – two (2) Parametrix staff.
- Comment/response sheet (pdf).
- Meeting Agenda/Minutes.

### CITY AND LHTAC RESPONSIBILITIES

- Schedule and host review meeting.
- Provide comments prior to the review meeting.

### ASSUMPTIONS

- City and LHTAC will complete the review within two (2) weeks of receiving the Final Design Submittal.
- Three (3) hour review meeting, including travel time.

## **2.5 CONTRACT DOCUMENTS (PS&E DESIGN)**

### **2.5.1 PS&E DOCUMENTS**

Parametrix will incorporate comments from the Final Design review meeting into final stamped construction plans, specifications, and opinion of probable construction cost estimate.

This task includes performing an internal quality control review of all deliverables and preparing the submittal documents.

## SCOPE OF WORK

### PRODUCTS AND DELIVERABLES

- One (1) set of paper bond originals, and one set of electronic files on disk (PDF) for all PS&E Deliverables.
- 11" x 17" Final Design plans (11 sheets for each project location)
  - Title Sheet
  - ITD Standard Drawings Index (2 sheets)
  - Roadway Plan Sheet (1 sheet), with Signing and Pavement Markings and ESCP BMP's
  - Roadway Detail Sheet (1 sheet)
  - Traffic Staging / Traffic Control Details (1 sheet)
  - Traffic Signal Plans (5 sheets)
    - Traffic Signal Materials List
    - Traffic Signal Plan
    - Traffic Signal Conduit Detail
    - Mast Arm Details
    - Miscellaneous Details
- ESCP – LHTAC's version (Word and PDF formats)
- Specifications (Word and PDF formats)
- Engineer's Opinion of Probable Construction Cost Estimate (Estimator file and PDF format)

### ASSUMPTIONS

- See Final Design Submittal assumptions.

## **2.6 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**

Parametrix will prepare an Engineer's Opinion of Probable Construction Cost estimate for each of the two proposed PHB Crossings at each submittal stage. Parametrix will revise and update the Engineer's Opinion of Probable Construction Cost estimate for each PHB Crossing at Final Design and at PS&E.

### PRODUCTS AND DELIVERABLES

- Preliminary Design Engineer's Opinion of Probable Construction Cost Estimate (PDF – submitted at Preliminary Design Review Meeting).
- Final Design Engineer's Opinion of Probable Construction Cost Estimate (Estimator file and PDF - submitted with Final Design).
- PS&E Engineer's Opinion of Probable Construction Cost Estimate (Estimator file and PDF - submitted with PS&E).

### ASSUMPTIONS

- Estimate will be based on recent published construction bids for other projects within the Treasure Valley.
- LHTAC/ITD will apply appropriate contingencies to the estimator file provided by Parametrix to check against the available funding.

## **2.7 UTILITY COORDINATION**

Parametrix will notify the private utilities (power, communications, gas) of the impending construction activities and will provide a copy of the Final Design and PS&E plans when appropriate. Parametrix will attend one (1) utility coordination meeting (hosted by Idaho Power) to discuss the project and anticipated impacts to their facilities.

## SCOPE OF WORK

### PRODUCTS AND DELIVERABLES

- Provide Final Design and PS&E Plans to Utility Companies.
- Attend one (1) Utility Coordination Meeting.
- Assist City with preparation of Utility Hearing Waivers, as necessary.

### CITY AND LHTAC RESPONSIBILITIES

- The City will prepare all utility agreements and waivers, if needed. When completed, the City will provide agreements to LHTAC.

### ASSUMPTIONS

- Coordination efforts will consist of discussion during utility coordination meeting.
- City personnel may be needed to help facilitate some coordination with individual utilities.

## **2.8 ITD ROW AND CITY OF NAMPA PERMITS**

The construction contract specifications will require the Contractor to arrange and pay for all fees associated with connecting the new signal and lighting improvements to Idaho Power. The specifications will also require the Contractor to obtain and pay for all fees associated with the ITD Right-of-Way Encroachment permit and City of Nampa permits.

### PRODUCTS AND DELIVERABLES

- Contractor requirements and responsibilities for permits (included in specifications).

### ASSUMPTIONS

- Parametrix's effort associated with permits is limited to the items described in this task.

## **3 BID ADMINISTRATION AND SUPPORT (NOT INCLUDED)**

Parametrix understands that LHTAC/ITD will handle all bidding procedures. If Parametrix's services are determined to be needed, those services can be authorized through a contract addendum.

## **4 CONSTRUCTION ENGINEERING AND INSPECTION, ADMINISTRATION ASSISTANCE (NOT INCLUDED)**

Parametrix understands that LHTAC will utilize a separate CE&I consultant to manage construction. If Parametrix's services are determined to be needed, those services can be authorized through a contract addendum.

## **5 UNIDENTIFIED TASKS (AS NEEDED)**

A budget allotment will be set aside to address unforeseen issues on these projects and to streamline the contract addendum process. Parametrix will not bill this task without express written consent from the City of Nampa and the LHTAC Project Managers.

**SCOPE OF WORK**

**COST ESTIMATE SUMMARY**

Section	Description	Sherman Ave to Dewey Ave (Key# 19396) Fee	10 <sup>th</sup> Street S to 12 <sup>th</sup> Street S (Key# 19600) Fee
1.0	Project Management.....	\$3,322.23.....	\$3,322.23
2.0	Design Services .....	\$29,252.08.....	\$29,252.08
3.0	Bid Administration & Support (Not Included) .....	\$0.00.....	\$0.00
4.0	CE&I (Not Included).....	\$0.00.....	\$0.00
5.0	Unidentified Tasks (As Needed) .....	\$1,462.71.....	\$1,462.71
N/A	Direct Expenses .....	\$318.50.....	\$318.50
<b>TOTAL.....</b>		<b>\$34,355.52.....</b>	<b>\$34,355.52</b>

## **2016 TRANSPORTATION MASTER PLAN UPDATE AUTHORIZATION TO PROCEED WITH CONTRACT NEGOTIATIONS**

- The existing Transportation Master Plan for the City of Nampa was adopted in 2012, based largely on data and forecasts up to three years older.
- Changes in demographics, COMPASS' long range plan (CIM 2040), and the scale of commercial development highlight the need to update this plan.
- City Council approved funding for the Transportation Master Plan in the FY 2016 Street Impact Fee budget. However this is likely an 18 month project and some additional funding will need to be rolled over to FY 2017.
- City Council authorized a Qualification Based Selection (QBS) process to select a provider of professional services for this project.
- Five Statements of Qualifications were submitted by the April 1 deadline.
- All Statements of Qualifications were reviewed by an evaluation committee of City Council, Idaho Transportation Department and Nampa City staff.
- The evaluation committee recommends final selection of Parametrix.
- Upon Council approval, staff will begin contract negotiations with firm.
- Staff anticipates completion of the transportation master plan update in eighteen months or less after contract approval

**REQUEST:** 1) Accept evaluation committee recommendation for final selection, and 2) Authorize staff to proceed with contract negotiations for completion of the Transportation Master Plan Update.

**ENCROACHMENT AGREEMENT  
ALL STAR'S PROPERTY MANAGEMENT**

- All Star's Property Management has requested to locate a sign five feet into the right-of-way at 11 6<sup>th</sup> Street North (See Exhibit A).
- There is a pressurized irrigation main that runs in the right-of-way behind the sidewalk (See Exhibit B). The proposed sign location is 5' from the irrigation main (See Exhibit C).
- Engineering does not oppose granting the requested encroachment agreement.

**REQUEST:** Authorize Mayor to sign the Encroachment Agreement (Exhibit D) with Craig Everitt with All Star's Property Management.

April 20, 2016

All Star's Property Management  
11 6<sup>th</sup> Street North  
Nampa, ID 83687

City of Nampa  
411 3<sup>rd</sup> St South  
Nampa, ID 83651

To Whom It May Concern,

I am the owner All Star's Property Management property located at 11 6<sup>th</sup> Street North. I am requesting a variance that allows us to place a sign closer to the sidewalk than the right of way setbacks allow. We are requesting that the sign setback is 7 feet from the sidewalk, which corresponds with it being 5 feet from the irrigation line.

The sign will be designed to be easily removed, upon request. We feel this location is far more logical and attractive than a 15 foot setback. Also a 15 foot setback puts the sign in the drainage swale, which already has the rocks placed.

It is also similar in location to other signs on this street, such as the apartment complex sign next door.

Thank you in advance for making this consideration.

Yours truly,

  
Craig Everitt  
Owner

## **U-TURN ON CALDWELL BOULEVARD AT KARCHER MALL/LOWE'S SIGNAL**

- An Idaho Transportation Department (ITD) project to improve safety at the intersection of Karcher Road/SH-55 with Caldwell Boulevard (the Boulevard) will begin construction within the next few weeks.
- The ITD project includes installing a center curb on the Boulevard continuously from Karcher Road/SH-55 southeast to the signal at the entrance to Karcher Mall and Lowe's center. All left turns will be prohibited on this section of the Boulevard after its construction.
- Initial design for the ITD project did not account for southeast-bound traffic to reverse direction and access businesses northeast of the Boulevard.
- ITD has committed to provide a safe U-Turn for southeast-bound traffic on the Boulevard at the Karcher Mall/Lowe's signal (See Exhibit "A").
- Nampa City Code 7-1-8 prohibits U-Turns at signalized intersections without Council authorization.
- ITD will provide roadway improvements and appropriate signage at its expense if Council authorizes U-Turns at the intersection of Caldwell Boulevard and the Karcher Mall/Lowe's signal.

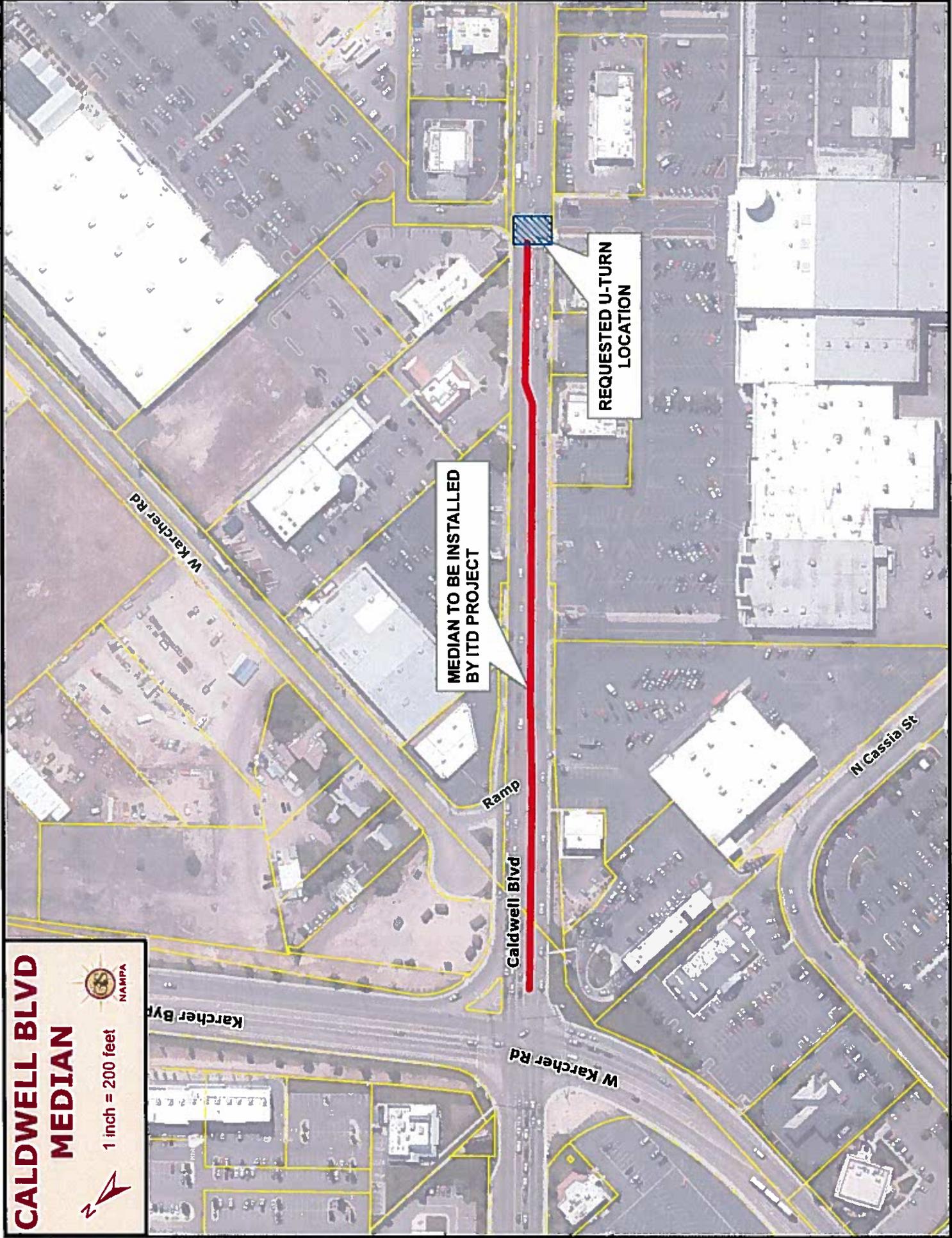
**REQUEST:** Council approval of Resolution (Exhibit "B") and authorization for ITD to provide roadway improvements and appropriate signage for a U-Turn on Caldwell Boulevard at the signalized intersection for Karcher Mall/Lowe's.

# CALDWELL BLVD MEDIAN

1 inch = 200 feet



NMAPA



MEDIAN TO BE INSTALLED  
BY ITD PROJECT

REQUESTED U-TURN  
LOCATION

Caldwell Blvd

N Cassia St

W Karcher Rd

Karcher Byp

W Karcher Rd

Ramp

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AUTHORIZING A U-TURN FOR SOUTHEASTERLY-BOUND TRAFFIC AT THE TRAFFIC LIGHT LOCATED AT INTERSECTION OF NAMPA-CALDWELL BLVD. AND THE ENTRANCE TO KARCHER MALL AND LOWE'S CENTER PURSUANT TO NAMPA CITY CODE § 7-1-8 AND REQUIRING APPROPRIATE SIGNAGE TO BE INSTALLED.**

WHEREAS, an Idaho Transportation Department (ITD) project will install a center curb on Nampa-Caldwell Blvd. continuously from the intersection of Karcher Road/SH-55 and Nampa-Caldwell Blvd. southeasterly to the signal at the entrance to Karcher Mall and Lowe's Center; and

WHEREAS, all left turns will be prohibited along this section of Nampa-Caldwell Blvd. after construction of the ITD project; and

WHEREAS, ITD has committed to construct a u-turn for southeast-bound traffic on Nampa-Caldwell Blvd. to reverse direction at the entrance to Karcher Mall and Lowe's Center to access businesses northeast of Nampa-Caldwell Blvd; and

WHEREAS, the City Council is authorized to approve u-turns at traffic lights pursuant to Nampa City Code § 7-8-1; and

WHEREAS, ITD will provide roadway improvements and appropriate signage at its expense.

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

Section 1. The City Council hereby authorizes a u-turn for southeasterly-bound traffic at the traffic light located at intersection of Nampa-Caldwell Blvd. and the entrance to Karcher Mall and Lowe's Center pursuant to Nampa City Code § 7-1-8.

Section 2. Appropriate roadway improvements and signage authorizing u-turns shall be installed at said location.

Section 3. This resolution shall be effective immediately upon its passage by the City Council.

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

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

Approved:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. \_\_\_\_\_**

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

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

**Section 1:** That the following described real property, and all thereof, be, and the same is hereby annexed and made a part of the Municipal Irrigation District of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to wit:

**See Exhibit "A" attached hereto and incorporated herein by this reference.**

**Section 2:** That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 2<sup>nd</sup> day of May, 2016**

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 2<sup>nd</sup> day of May, 2016**

Approved:

By \_\_\_\_\_  
ROBERT L. HENRY, Mayor

Attest:

By \_\_\_\_\_  
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON        )

On this 2<sup>nd</sup> day of May, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ROBERT L. HENRY and DEBORAH L. BISHOP, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, an Idaho municipal corporation, that executed the said instrument, and acknowledged to me that such city executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**\*SEAL**

## **EXHIBIT "A"**

### **NAMPA & MERIDIAN IRRIGATION DISTRICT**

- 1616 E. Florida, Nampa, Idaho, more particularly described in that certain Warranty Deed dated February 5, 2016, and recorded on March 2, 2016, as Instrument No. 2016-007696 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .72 acres, more or less).
- 16171 Brinson, Nampa, Idaho, more particularly described in that certain Warranty Deed dated June 9, 2014, and recorded on June 11, 2014, as Instrument No. 2014-020850 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .29 acres, more or less).

**ORDINANCES OF THE CITY OF NAMPA  
NOTICE OF ADOPTION AND SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_**

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

**Sections 1 and 2:** Annex into the Municipal Irrigation District of the City of Nampa, Idaho, the following described real property, and directs the City Engineer to alter the Use and Area Map accordingly:

- 1616 E. Florida, Nampa, Idaho, more particularly described in that certain Warranty Deed dated February 5, 2016, and recorded on March 2, 2016, as Instrument No. 2016-007696 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .72 acres, more or less)
- 16171 Brinson, Nampa, Idaho, more particularly described in that certain Warranty Deed dated June 9, 2014, and recorded on June 11, 2014, as Instrument No. 2014-020850 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .29 acres, more or less)

Ordinance No. \_\_\_\_\_ shall be effective on its date of publication, which shall be on the 9<sup>th</sup> day of May, 2016. Ordinance No. \_\_ was passed by the Council and approved by the Mayor on the 2<sup>nd</sup> day of May, 2016. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 2<sup>nd</sup> day of May, 2016, for publication on the 9<sup>th</sup> day of May, 2016, pursuant to Idaho Code § 50-901A.

\_\_\_\_\_  
Mayor Robert L. Henry

ATTEST: \_\_\_\_\_  
Deborah Bishop, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. \_\_\_\_\_ and provides adequate notice to the public as to the contents of such ordinance.

DATED this 2<sup>nd</sup> day of May, 2016.  
Mark Hilty, Attorney for City of Nampa

**ORDINANCE NO. \_\_\_\_\_**

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

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

**Section 1:** That the following described real property, and all thereof, be, and the same is hereby annexed and made a part of the Municipal Irrigation District of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to wit:

**See Exhibit "A" attached hereto and incorporated herein by this reference.**

**Section 2:** That the City Engineer is hereby directed to alter the Use and Area Map in accordance with this Ordinance.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 2<sup>nd</sup> day of May, 2016**

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 2<sup>nd</sup> day of May, 2016**

Approved:

By \_\_\_\_\_  
ROBERT L. HENRY, Mayor

Attest:

By \_\_\_\_\_  
DEBORAH L. BISHOP, City Clerk

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON        )

On this 2<sup>nd</sup> day of May, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ROBERT L. HENRY and DEBORAH L. BISHOP, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, an Idaho municipal corporation, that executed the said instrument, and acknowledged to me that such city executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

## **EXHIBIT "A"**

### **PIONEER IRRIGATION DISTRICT**

- G&G Investments Commercial Development Subdivision, more particularly described in the plat thereof, as shown by Book 44, Page 10 of Plats, records of Canyon County, Idaho (comprising approximately 5.89 acres, more or less).
- Treasure Valley Pointe Subdivision, more particularly described in the plat thereof, as shown by Book 43, Page 49 of Plats, records of Canyon County, Idaho (comprising approximately 4.29 acres, more or less).
- 16594 N. Midland Boulevard, Nampa, Idaho, more particularly described in that certain Grant Deed dated October 1, 2014, and recorded on October 1, 2014, as Instrument No. 2014-035614 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .75 acres, more or less)
- 512 8<sup>th</sup> Street North, Nampa, Idaho, more particularly described in that certain Deed dated March 31, 2014, and recorded on April 1, 2014, as Instrument No. 2014-011440 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .15 acres, more or less)

**ORDINANCES OF THE CITY OF NAMPA  
NOTICE OF ADOPTION AND SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_**

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

**Sections 1 and 2:** Annex into the Municipal Irrigation District of the City of Nampa, Idaho, the following described real property, and directs the City Engineer to alter the Use and Area Map accordingly:

- G&G Investments Commercial Development Subdivision, more particularly described in the plat thereof, as shown by Book 44, Page 10 of Plats, records of Canyon County, Idaho (comprising approximately 5.89 acres, more or less).
- Treasure Valley Pointe Subdivision, more particularly described in the plat thereof, as shown by Book 43, Page 49 of Plats, records of Canyon County, Idaho (comprising approximately 4.29 acres, more or less).
- 16594 N. Midland Boulevard, Nampa, Idaho, more particularly described in that certain Grant Deed dated October 1, 2014, and recorded on October 1, 2014, as Instrument No. 2014-035614 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .75 acres, more or less).
- 512 8<sup>th</sup> Street North, Nampa, Idaho, more particularly described in that certain Deed dated March 31, 2014, and recorded on April 1, 2014, as Instrument No. 2014-011440 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .15 acres, more or less).

Ordinance No. \_\_\_\_\_ shall be effective on its date of publication, which shall be on the 9<sup>th</sup> day of May, 2016. Ordinance No. \_\_\_ was passed by the Council and approved by the Mayor on the 2<sup>nd</sup> day of May, 2016. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 2<sup>nd</sup> day of May, 2016, for publication on the 9<sup>th</sup> day of May, 2016, pursuant to Idaho Code § 50-901A.

\_\_\_\_\_  
Mayor Robert L. Henry

ATTEST: \_\_\_\_\_  
Deborah Bishop, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. \_\_\_\_\_ and provides adequate notice to the public as to the contents of such ordinance.

DATED this 2<sup>nd</sup> day of May, 2016.  
Mark Hilty, Attorney for City of Nampa

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, CONTRACTING THE BOUNDARIES OF THE NAMPA MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, BY EXCLUSION OF CERTAIN LEGALLY DESCRIBED LANDS; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO REFLECT SAID CONTRACTION OF BOUNDARIES ON THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HERewith; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE WITH THE OFFICE OF THE CANYON COUNTY RECORDER, AND WITH THE SUPERINTENDENT(S) OF THE UNDERLYING IRRIGATION DISTRICT(S) PERTAINING TO THE PROPERTY DESCRIBED HEREIN.**

WHEREAS, the City Council of the City of Nampa, Idaho, desires to contract the boundaries of the Nampa Municipal Irrigation District by excluding therefrom certain real property described more particularly below; is authorized, pursuant to Idaho Code § 50-1832, to contract, extend or enlarge the boundary of the Nampa Municipal Irrigation District “from time to time”; and, finds that it is in the best interests of the City and the Nampa Municipal Irrigation District to contract the district’s boundaries by exclusion of said real property.

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

**Section 1.** That the following described real property, and all thereof, be, and the same is hereby excluded from the boundaries of the Nampa Municipal Irrigation District of the City of Nampa, Idaho, as contemplated under Idaho Code § 50-1832, said property being more particularly described as follows, to wit:

**See Exhibit “A” attached hereto and incorporated herein by this reference.**

**Section 2.** All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**Section 3.** This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

**Section 4:** 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 5.** The Clerk of the City of Nampa, Idaho shall, within ten (10) days following the effective date of this ordinance, duly file a certified copy of this ordinance, including Exhibit A, reflecting the contraction herein accomplished, with the following officials: the Canyon County Recorder, and to the Superintendent(s) of the underlying irrigation district(s) pertaining to the property.

**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.

Approved:

By \_\_\_\_\_  
Mayor

Attest:

By \_\_\_\_\_  
City Clerk

## **EXHIBIT "A"**

- 407 North Franklin Boulevard - This was originally annexed under Ordinance 696 from Nampa Meridian Irrigation District more particularly described in that certain Deed dated July 21, 1995, and recorded on July 21, 1995, as Instrument No. 9519416 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.98 acres, more or less)
  
- 824 4th Street North - This was originally annexed under Ordinance 1540 from Nampa Meridian Irrigation District more particularly described in that certain Deed dated December 18, 2006, and recorded on December 14, 2006, as Instrument No. 2006098929 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 28.09 acres, more or less)
  
- 2811 12th Avenue Road - This was originally annexed under Ordinance 3081 from Nampa Meridian Irrigation District more particularly described in that certain Deed dated April 14, 2009, and recorded on April 15, 2009, as Instrument No. 2009018552 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.08 acres, more or less)
  
- 4202 Airport Road - This was originally annexed under Ordinance 2627 from Nampa Meridian Irrigation District more particularly described in that certain Deed dated February 13, 2015, and recorded on February 13, 2015, as Instrument No. 2015005049 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.40 acres, more or less)
  
- 3201 Ridgecrest Dr. - This was originally annexed under Ordinance 2606 from Nampa Meridian Irrigation District more particularly described in that certain Ordinance dated December 2, 1996, and recorded on December 4, 1996, as Instrument No. 9639568 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.08 acres, more or less)
  
- 2122 North Cassia Street - This was originally annexed under Ordinance 2853 from Pioneer Irrigation District more particularly described in that certain Deed dated June 12, 2007, and recorded on June 22, 2007, as Instrument No. 2007043599 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 2.02 acres, more or less)

**ORDINANCES OF THE CITY OF NAMPA  
NOTICE OF ADOPTION AND SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, CONTRACTING THE BOUNDARIES OF THE NAMPA MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF NAMPA, BY EXCLUSION OF CERTAIN LEGALLY DESCRIBED LANDS; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO REFLECT SAID CONTRACTION OF BOUNDARIES ON THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE WITH THE OFFICE OF THE CANYON COUNTY RECORDER, AND WITH THE SUPERINTENDENT(S) OF THE UNDERLYING IRRIGATION DISTRICT(S) PERTAINING TO THE PROPERTY DESCRIBED HEREIN.**

**Section 1:** Excludes from the boundaries of the Nampa Municipal Irrigation District of the City of Nampa, Idaho, as contemplated under Idaho Code § 50-1832, the following described real property, and directs the City Engineer and Planning and Zoning Director to alter the Use and Area Map accordingly:

- 407 North Franklin Boulevard - This was originally annexed under Ordinance 696 from Nampa Meridian Irrigation District more particularly described in that certain Deed dated July 21, 1995, and recorded on July 21, 1995, as Instrument No. 9519416 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.98 acres, more or less)
- 824 4th Street North - This was originally annexed under Ordinance 1540 from Nampa Meridian Irrigation District more particularly described in that certain Deed dated December 18, 2006, and recorded on December 14, 2006, as Instrument No. 2006098929 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 28.09 acres, more or less)
- 2811 12th Avenue Road - This was originally annexed under Ordinance 3081 from Nampa Meridian Irrigation District more particularly described in that certain Deed dated April 14, 2009, and recorded on April 15, 2009, as Instrument No. 2009018552 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.08 acres, more or less)
- 4202 Airport Road - This was originally annexed under Ordinance 2627 from Nampa Meridian Irrigation District more particularly described in that certain Deed dated February 13, 2015, and recorded on February 13, 2015, as Instrument No. 2015005049 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.40 acres, more or less)
- 3201 Ridgecrest Dr. - This was originally annexed under Ordinance 2606 from Nampa Meridian Irrigation District more particularly described in that certain Ordinance dated December 2, 1996, and recorded on December 4, 1996, as Instrument No. 9639568 in the

office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.08 acres, more or less)

- 2122 North Cassia Street - This was originally annexed under Ordinance 2853 from Pioneer Irrigation District more particularly described in that certain Deed dated June 12, 2007, and recorded on June 22, 2007, as Instrument No. 2007043599 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 2.02 acres, more or less)

**Sections 2 through 5:** Provides that this ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law; provides for severability; repeals conflicting ordinances, resolutions, and orders; and, directs the City Clerk to file a copy of the ordinance with the Canyon County Recorder and the superintendent(s) of the underlying irrigation district(s) pertaining to the above-described property.

Ordinance No. \_\_\_\_\_ shall be effective on its date of publication, which shall be on the 9<sup>th</sup> day of May, 2016. Ordinance No. \_\_\_\_\_ was passed by the Council and approved by the Mayor on the 2<sup>nd</sup> day of May, 2016. The full text of the Ordinance is available at Nampa City Hall, 411 3rd Street South, Nampa, Idaho 83651. The Mayor and City Council approved the foregoing summary on the 2<sup>nd</sup> day of May, 2016, for publication on the 9<sup>th</sup> day of May, 2016, pursuant to Idaho Code § 50-901A.

\_\_\_\_\_  
Mayor Robert L. Henry

ATTEST: \_\_\_\_\_  
Deborah Bishop, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. \_\_\_\_\_ and provides adequate notice to the public as to the contents of such ordinance.

DATED this 2<sup>nd</sup> day of May, 2016.  
Mark Hilty, Attorney for City of Nampa

**BID AWARD**  
**NAMPA CITY HALL - ADDITIONAL PARKING**

- Facilities Development, as part of Building Safety and Facilities Development, is charged with maintaining City property. Facilities Development coordinated the demolition of the Old Gym and the next phase of work is ready to begin. This phase will be for the construction of a new parking lot.
- The project will be funded from previously approved funding for the Old Gym Demolition and new parking lot project.
- Facilities held a bid opening on April 20, 2016 and received (2) bids from:
  - 1) G&S Excavation, LLC
  - 2) Lurre' Construction, Inc.

- Lurre' Construction, Inc. was determined to be the lowest responsive bidder at \$87,500:

Base Bid	\$ 87,500
Alternate #1	\$ 2,500 (seal coat existing lot)
Alternate #2	\$ 7,500 (additional light pole)
<i>Total Bid</i>	<i>\$97,500</i>

- Contract is anticipated to begin in May, 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.
- Bids received have been reviewed, licenses verified, and recommend award go to Lurre' Construction, Inc.

**REQUEST:** Council award bid, and authorize Mayor to sign contract with Lurre' Construction, Inc. for the City Hall Additional Parking project in the amount of \$97,500.



**LANDSCAPE IRRIGATION NOTES**

1. FULLY AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS. DESIGN SHALL BE BY THE CONTRACTOR AND APPROVED BY THE CITY OF TAMPA.
2. IRRIGATION SHALL COVER THE ENTIRE IRRIGATION SYSTEM AND EXTEND SYSTEM TO NEW ADDED AS NECESSARY.
3. IRRIGATION SHALL PROVIDE SUFFICIENT COVERAGE AT ALL OPEN AREAS AND CORNERS.
4. SENSITIVE VEGETATION OR SPECIAL PLANTING SPECIFICATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR AND APPROVED BY THE CITY OF TAMPA. IRRIGATION SHALL BE ADJUSTED AS NECESSARY TO PROTECT SENSITIVE VEGETATION OR SPECIAL PLANTING SPECIFICATIONS.
5. IRRIGATION SHALL BE DESIGNED TO PROVIDE SUFFICIENT COVERAGE TO ALL PLANTING AREAS. IRRIGATION SHALL BE DESIGNED TO PROVIDE SUFFICIENT COVERAGE TO ALL PLANTING AREAS. IRRIGATION SHALL BE DESIGNED TO PROVIDE SUFFICIENT COVERAGE TO ALL PLANTING AREAS.
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**LANDSCAPE LEGEND**

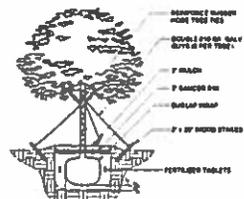
SYMBOL	COMMON NAME	SCIENTIFIC NAME	TYPE	SEE AT PLANTING
(Symbol)	DETILED MIMBROSTU	DETILED MIMBROSTU	FOLIAGE	1 & 2
(Symbol)	MALE AND FEMALE	MALE AND FEMALE	FLOWER	1 & 2
(Symbol)	FLORIDA PALM	FLORIDA PALM	FLOWER	1 & 2
(Symbol)	MALE FERNETRY PALM	MALE FERNETRY PALM	FLOWER	1 & 2

**SHEET NOTES**

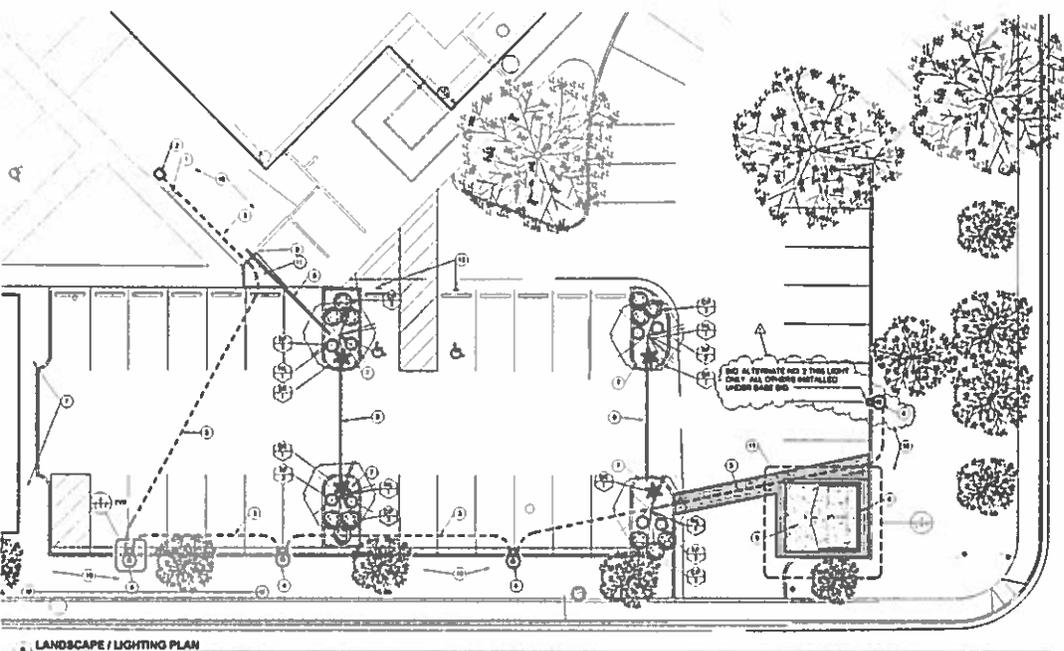
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20. IRRIGATION SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS.

**BD ALTERNATES**

- ALTERNATE 1:** ALL IRRIGATION SYSTEMS SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS.
- ALTERNATE 2:** IRRIGATION SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS.
- ALTERNATE 3:** IRRIGATION SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS.



1. ALL TREES TO BE PLANTED AND MAINTAINED BY THE CONTRACTOR.
2. IRRIGATION SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS.
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**LANDSCAPE / LIGHTING PLAN**  
1 - 10'

**igt architecture**

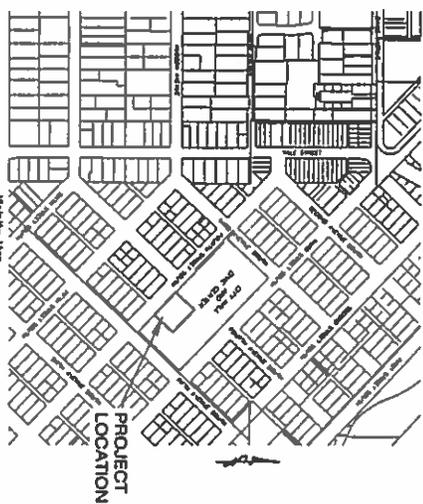
1111 N. GORRISON AVE. TAMPA, FL 33606  
813.288.1111

**ADDITIONAL PARKING**  
CITY OF TAMPA  
4TH STREET SOUTH AND SHAWNEE SOUTH TAMPA, FL

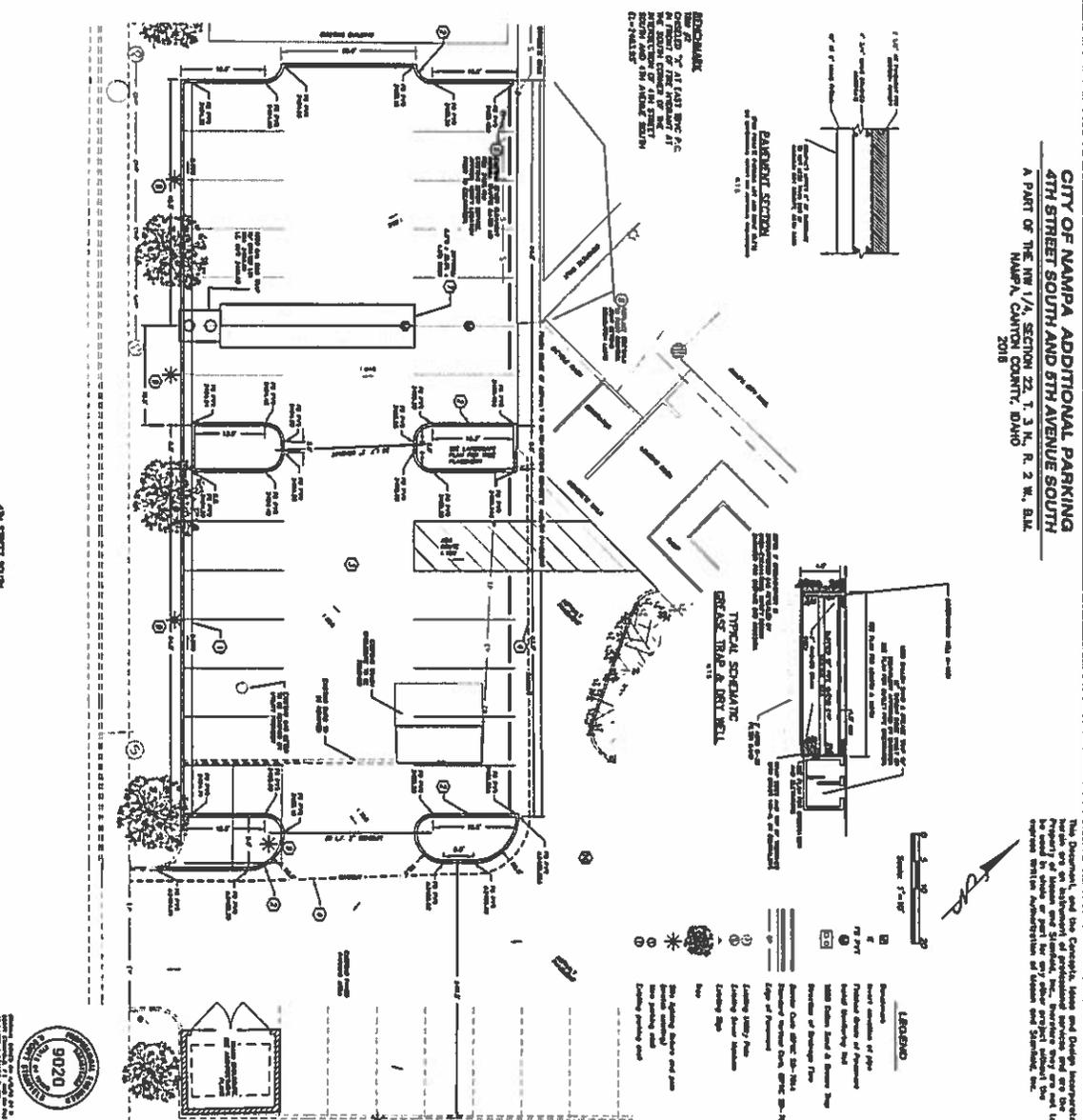
**L-1.0**  
DATE: 11/11/11



**CITY OF NAMPA ADDITIONAL PARKING**  
**4TH STREET SOUTH AND 5TH AVENUE SOUTH**  
 A PART OF THE NW 1/4 SECTION 23, T. 3 N., R. 2 W., S. 14.  
 NAMPA, CANTON COUNTY, IDAHO  
 2018



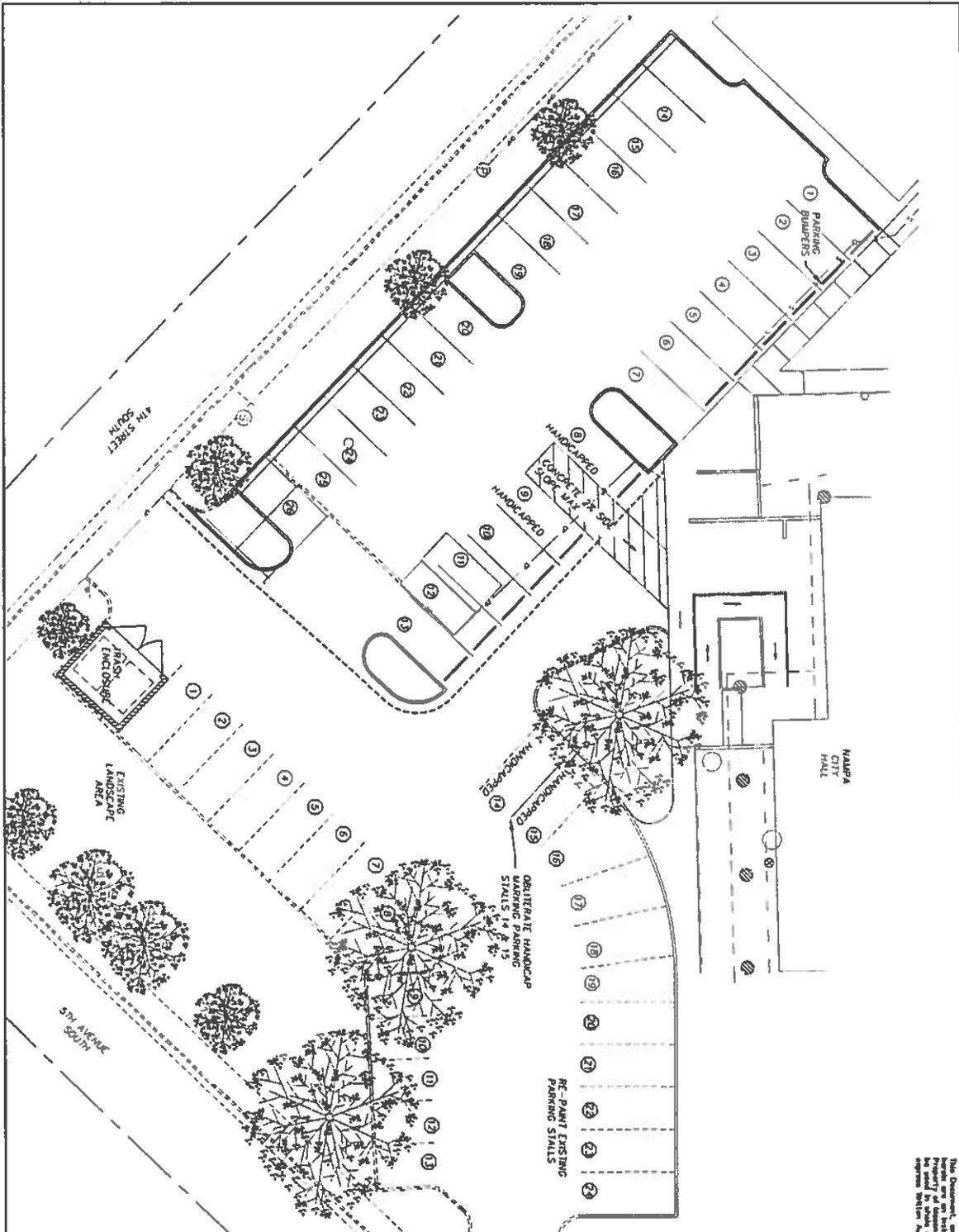
- GENERAL NOTES**
1. OWNER: City of Nampa, ID. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY CODE OF NAMPA AND THE IDAHO CONSTRUCTION CODE (ICC) AND THE CITY OF NAMPA STANDARD SPECIFICATIONS FOR CONSTRUCTION (SSC) AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION (SSC).
  2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF NAMPA STANDARD SPECIFICATIONS FOR CONSTRUCTION (SSC) AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION (SSC).
  3. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN AS AN APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES BY EXCAVATING TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NAMPA AND THE IDAHO CONSTRUCTION CODE (ICC) AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION (SSC).
  4. ALL EXISTING UTILITIES SHALL BE PROTECTED BY CONSTRUCTION OF A PROTECTIVE COVER OR BY OTHER MEANS AS APPROVED BY THE CITY OF NAMPA AND THE IDAHO CONSTRUCTION CODE (ICC) AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION (SSC).
  5. ALL EXISTING UTILITIES SHALL BE PROTECTED BY CONSTRUCTION OF A PROTECTIVE COVER OR BY OTHER MEANS AS APPROVED BY THE CITY OF NAMPA AND THE IDAHO CONSTRUCTION CODE (ICC) AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION (SSC).
  6. SET LAYOUT SHALL BE IN ACCORDANCE WITH THE CITY OF NAMPA STANDARD SPECIFICATIONS FOR CONSTRUCTION (SSC) AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION (SSC).
- STANDARD DETAILS**
1. SEE DETAIL SHEET 1 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
  2. SEE DETAIL SHEET 2 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
  3. SEE DETAIL SHEET 3 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
  4. SEE DETAIL SHEET 4 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
  5. SEE DETAIL SHEET 5 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
  6. SEE DETAIL SHEET 6 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
  7. SEE DETAIL SHEET 7 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
  8. SEE DETAIL SHEET 8 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
  9. SEE DETAIL SHEET 9 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
  10. SEE DETAIL SHEET 10 FOR SPACING OF CITY UTILITIES TO BE INSTALLED ON THIS PROJECT.
- CONSTRUCTION SPECIFICATIONS**
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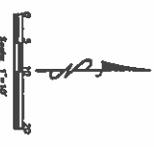
Drawn Title <b>CITY OF NAMPA</b> Additional Parking 4th Street South and 5th Ave. South SHEET NO. 1 OF 2 SHEETS	JOB NO. 2018-001 DATE 11/15/18 SCALE 1" = 10' FIELD BOOK NO.	CLIENT <b>CITY OF NAMPA</b> 411 3rd Street South Nampa, ID. 83851 208-688-3443	Designer: [Signature] Level: [Signature] Checked: [Signature] Date: 11/15/18	DESIGNED BY: [Signature] 1/1/18	NO. BY: [Signature] 1/1/18	DATE: 1/1/18	DESCRIPTION:
				CHECKED BY: [Signature]	DATE: 1/1/18	DESCRIPTION:	

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- LEGEND**
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  - 2. 4' x 6' x 12' Tree
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  - 289. 578' x 580' x 12' Tree
  - 290. 580' x 582' x 12' Tree
  - 291. 582' x 584' x 12' Tree
  - 292. 584' x 586' x 12' Tree
  - 293. 586' x 588' x 12' Tree
  - 294. 588' x 590' x 12' Tree
  - 295. 590' x 592' x 12' Tree
  - 296. 592' x 594' x 12' Tree
  - 297. 594' x 596' x 12' Tree
  - 298. 596' x 598' x 12' Tree
  - 299. 598' x 600' x 12' Tree
  - 300. 600' x 602' x 12' Tree
  - 301. 602' x 604' x 12' Tree
  - 302. 604' x 606' x 12' Tree
  - 303. 606' x 608' x 12' Tree
  - 304. 608' x 610' x 12' Tree
  - 305. 610' x 612' x 12' Tree
  - 306. 612' x 614' x 12' Tree
  - 307. 614' x 616' x 12' Tree
  - 308. 616' x 618' x 12' Tree
  - 309. 618' x 620' x 12' Tree
  - 310. 620' x 622' x 12' Tree
  - 311. 622' x 624' x 12' Tree
  - 312. 624' x 626' x 12' Tree
  - 313. 626' x 628' x 12' Tree
  - 314. 628' x 630' x 12' Tree
  - 315. 630' x 632' x 12' Tree
  - 316. 632' x 634' x 12' Tree
  - 317. 634' x 636' x 12' Tree
  - 318. 636' x 638' x 12' Tree
  - 319. 638' x 640' x 12' Tree
  - 320. 640' x 642' x 12' Tree
  - 321. 642' x 644' x 12' Tree
  - 322. 644' x 646' x 12' Tree
  - 323. 646' x 648' x 12' Tree
  - 324. 648' x 650' x 12' Tree
  - 325. 650' x 652' x 12' Tree
  - 326. 652' x 654' x 12' Tree
  - 327. 654' x 656' x 12' Tree
  - 328. 656' x 658' x 12' Tree
  - 329. 658' x 660' x 12' Tree
  - 330. 660' x 662' x 12' Tree
  - 331. 662' x 664' x 12' Tree
  - 332. 664' x 666' x 12' Tree
  - 333. 666' x 668' x 12' Tree
  - 334. 668' x 670' x 12' Tree
  - 335. 670' x 672' x 12' Tree
  - 336. 672' x 674' x 12' Tree
  - 337. 674' x 676' x 12' Tree
  - 338. 676' x 678' x 12' Tree
  - 339. 678' x 680' x 12' Tree
  - 340. 680' x 682' x 12' Tree
  - 341. 682' x 684' x 12' Tree
  - 342. 684' x 686' x 12' Tree
  - 343. 686' x 688' x 12' Tree
  - 344. 688' x 690' x 12' Tree
  - 345. 690' x 692' x 12' Tree
  - 346. 692' x 694' x 12' Tree
  - 347. 694' x 696' x 12' Tree
  - 348. 696' x 698' x 12' Tree
  - 349. 698' x 700' x 12' Tree
  - 350. 700' x 702' x 12' Tree
  - 351. 702' x 704' x 12' Tree
  - 352. 704' x 706' x 12' Tree
  - 353. 706' x 708' x 12' Tree
  - 354. 708' x 710' x 12' Tree
  - 355. 710' x 712' x 12' Tree
  - 356. 712' x 714' x 12' Tree
  - 357. 714' x 716' x 12' Tree
  - 358. 716' x 718' x 12' Tree
  - 359. 718' x 720' x 12' Tree
  - 360. 720' x 722' x 12' Tree
  - 361. 722' x 724' x 12' Tree
  - 362. 724' x 726' x 12' Tree
  - 363. 726' x 728' x 12' Tree
  - 364. 728' x 730' x 12' Tree
  - 365. 730' x 732' x 12' Tree
  - 366. 732' x 734' x 12' Tree
  - 367. 734' x 736' x 12' Tree
  - 368. 736' x 738' x 12' Tree
  - 369. 738' x 740' x 12' Tree
  - 370. 740' x 742' x 12' Tree
  - 371. 742' x 744' x 12' Tree
  - 372. 744' x 746' x 12' Tree
  - 373. 746' x 748' x 12' Tree
  - 374. 748' x 750' x 12' Tree
  - 375. 750' x 752' x 12' Tree
  - 376. 752' x 754' x 12' Tree
  - 377. 754' x 756' x 12' Tree
  - 378. 756' x 758' x 12' Tree
  - 379. 758' x 760' x 12' Tree
  - 380. 760' x 762' x 12' Tree
  - 381. 762' x 764' x 12' Tree
  - 382. 764' x 766' x 12' Tree
  - 383. 766' x 768' x 12' Tree
  - 384. 768' x 770' x 12' Tree
  - 385. 770' x 772' x 12' Tree
  - 386. 772' x 774' x 12' Tree
  - 387. 774' x 776' x 12' Tree
  - 388. 776' x 778' x 12' Tree
  - 389. 778' x 780' x 12' Tree
  - 390. 780' x 782' x 12' Tree
  - 391. 782' x 784' x 12' Tree
  - 392. 784' x 786' x 12' Tree
  - 393. 786' x 788' x 12' Tree
  - 394. 788' x 790' x 12' Tree
  - 395. 790' x 792' x 12' Tree
  - 396. 792' x 794' x 12' Tree
  - 397. 794' x 796' x 12' Tree
  - 398. 796' x 798' x 12' Tree
  - 399. 798' x 800' x 12' Tree
  - 400. 800' x 802' x 12' Tree
  - 401. 802' x 804' x 12' Tree
  - 402. 804' x 806' x 12' Tree
  - 403. 806' x 808' x 12' Tree
  - 404. 808' x 810' x 12' Tree
  - 405. 810' x 812' x 12' Tree
  - 406. 812' x 814' x 12' Tree
  - 407. 814' x 816' x 12' Tree
  - 408. 816' x 818' x 12' Tree
  - 409. 818' x 820' x 12' Tree
  - 410. 820' x 822' x 12' Tree
  - 411. 822' x 824' x 12' Tree
  - 412. 824' x 826' x 12' Tree
  - 413. 826' x 828' x 12' Tree
  - 414. 828' x 830' x 12' Tree
  - 415. 830' x 832' x 12' Tree
  - 416. 832' x 834' x 12' Tree
  - 417. 834' x 836' x 12' Tree
  - 418. 836' x 838' x 12' Tree
  - 419. 838' x 840' x 12' Tree
  - 420. 840' x 842' x 12' Tree
  - 421. 842' x 844' x 12' Tree
  - 422. 844' x 846' x 12' Tree
  - 423. 846' x 848' x 12' Tree
  - 424. 848' x 850' x 12' Tree
  - 425. 850' x 852' x 12' Tree
  - 426. 852' x 854' x 12' Tree
  - 427. 854' x 856' x 12' Tree
  - 428. 856' x 858' x 12' Tree
  - 429. 858' x 860' x 12' Tree
  - 430. 860' x 862' x 12' Tree
  - 431. 862' x 864' x 12' Tree
  - 432. 864' x 866' x 12' Tree
  - 433. 866' x 868' x 12' Tree
  - 434. 868' x 870' x 12' Tree
  - 435. 870' x 872' x 12' Tree
  - 436. 872' x 874' x 12' Tree
  - 437. 874' x 876' x 12' Tree
  - 438. 876' x 878' x 12' Tree
  - 439. 878' x 880' x 12' Tree
  - 440. 880' x 882' x 12' Tree
  - 441. 882' x 884' x 12' Tree
  - 442. 884' x 886' x 12' Tree
  - 443. 886' x 888' x 12' Tree
  - 444. 888' x 890' x 12' Tree
  - 445. 890' x 892' x 12' Tree
  - 446. 892' x 894' x 12' Tree
  - 447. 894' x 896' x 12' Tree
  - 448. 896' x 898' x 12' Tree
  - 449. 898' x 900' x 12' Tree
  - 450. 900' x 902' x 12' Tree
  - 451. 902' x 904' x 12' Tree
  - 452. 904' x 906' x 12' Tree
  - 453. 906' x 908' x 12' Tree
  - 454. 908' x 910' x 12' Tree
  -

**Authorize Sale of City Property at Public Auction  
1744 Garrity Boulevard**

- In March of 2005 the City purchased approximately one acre of land (1744 Garrity Boulevard, Parcel No. R1428551800) for \$34,000.00 near Garrity Boulevard. The parcel was proposed to be a stormwater pond to collect run-off from the Garrity Road Widening GO Bond project (see Exhibit A)
- A “Pond Site Initial Environmental Sampling” report, dated April 4, 2005, documents that in the process of evaluating percolation rates for infiltration, additional soil samples were taken and evaluated for potential site contamination. The initial sampling indicated a potential for site contamination and warranted a Phase 1 ESA test was recommended
- A review of the file finds no additional analysis or testing was performed for this parcel
- Subsequent to the purchase, additional investigation found an unused flood irrigation tile that extended from the Garrity project through Lakeview Park and discharged into Mason Creek
- The acre was never used for the Garrity project
- An adjacent land owner recently approached the City to purchase the acre
- Staff can find no public use for this acre and recommends disposing of the parcel
- Staff recommends that the acre be declared surplus and put up for disposal via public auction
- Staff further recommends a minimum starting bid of \$34,000.00 to recover the initial investment

**REQUEST:** 1) Declare property (1744 Garrity Boulevard, Parcel No. R1428551800) underutilized, or not used for public purposes, and 2) Authorize sale of property via public auction at Nampa City Hall, Council Chambers, at a time and date to be determined.



## **Agreement for the Transfer of Wastewater Treatment Capacity with J. R. Simplot Company**

- In October 2015 J. R. Simplot Company (Simplot) was assessed a Capacity Optimization Fee (COFee) in accordance with the Wastewater Industrial Incentive Policy
- In December 2015 Simplot and Public Works staff started discussions about mitigation options for the COFee. The City and Simplot recognized a common interest to make the unused wastewater capacity available for sale
- Together, Public Works Staff and Simplot developed an Agreement for the Transfer of Wastewater Treatment Capacity (*see Attachment 1*). Results of the Agreement are:
  - Simplot transfers capacity to the City in order for the City to sell capacity to new sewer system customers
  - The increase of available sewer capacity is equivalent to 10 years of residential growth based on last year's growth rate
  - Additional sewer capacity reduces capital investments at the wastewater treatment plant
  - City waives Simplot's COFee
  - Simplot's wastewater permit will be reduced by 40% of current limits
- The Agreement is structured to align with the City's Wastewater Industrial Incentive Policy. This Agreement creates an alternative to the COFee for all Nampa industrial customers
- The effective date of the Agreement is October 1, 2016
- Public Works staff supports approval of the Agreement
- The Agreement was presented to the Board of Appraisers at its quarterly meeting on April 14. The BOA unanimously recommend approval of the Agreement

**REQUEST:** Approve and authorize the Mayor to sign Agreement with J.R. Simplot Company for the Transfer of Wastewater Treatment Capacity.

**Agreement for the Transfer of Wastewater Treatment Capacity**

This Agreement for the Transfer of Wastewater Treatment Capacity (“Agreement”) is made as of the 1st day of October, 2016 (“Effective Date”) by J. R. Simplot Company, a Nevada corporation, of 999 Main Street, Suite 1300, Boise, Idaho 83702 (“Simplot”) and the City of Nampa, a municipal corporation, of 411 3<sup>rd</sup> Street South, Nampa, Idaho 83651 (“Nampa”) with reference to the following:

WHEREAS, Simplot holds the right to discharge wastewater to Nampa’s Public Wastewater Treatment Facility (“Treatment Plant”) up to certain limits described in **Exhibit A** attached hereto (“Simplot’s Total Capacity”); and

WHEREAS, Simplot does not have an immediate need to discharge all of Simplot’s Total Capacity; and

WHEREAS, the total capacity of the Treatment Plant is nearly fully allocated to existing users; and

WHEREAS, Nampa wants to utilize a portion of Simplot’s Total Capacity to postpone the investment necessary to construct additional capacity in the Treatment Plant and to allocate said portion of Simplot’s unused capacity to new users of the Treatment Plant or existing users requiring additional capacity; and

WHEREAS, subject to certain terms and conditions, and pursuant to Section 6 “Incentives “of the City of Nampa Wastewater Industrial Incentive Policy as Amended October 28, 2015, Simplot is willing to commit a portion of Simplot’s Total Capacity to Nampa for Nampa’s use in allocating capacity in the Treatment Plant.

NOW THEREFORE, for good and valuable consideration, which is further described below, Nampa and Simplot agree as follows:

1. **Incorporation of Recitals.** The above recitals are made a part of this Agreement and are incorporated herein by this reference.
2. **Transferred Capacity.** Subject to the recall provisions in Section 5, below, for a period of ten (10) years from the Effective Date of this Agreement, Simplot shall transfer that portion of Simplot’s Total Capacity, as described on **Exhibit B** attached hereto (“Transferred Capacity”), to Nampa for Nampa to allocate, in its sole discretion, to new users and/or existing wastewater users permanently who want new or additional capacity in the Treatment Plant. That portion of the Total Capacity that shall remain Simplot’s for Simplot’s use in Simplot’s sole discretion is described on **Exhibit C** attached hereto (“Simplot’s Residual Capacity”). After the execution of this Agreement, Nampa shall issue Simplot a revised Industrial Waste Acceptance Permit containing discharge limits that are consistent with Simplot’s Residual Capacity.

- 3. Payment for Transferred Capacity.** During the term of this Agreement Nampa shall allocate the Transferred Capacity at rates that are equivalent to the then current "Hook-up Fees" for the applicable class of wastewater user (non-industrial or industrial). The Hook-up Fee shall be charged for the amount of Transferred Capacity allocated by Nampa to the applicable user. For reference, as of the Effective Date, the current Hook-up Fees are contained in Nampa's Resolution No. 5-2015 approved by Nampa's City Council and the Mayor on February 2, 2015. A copy of said resolution is attached hereto as Exhibit D. Each allocation by Nampa of the Transferred Capacity shall be considered complete upon the approval of such allocation by Nampa. Upon issuing its approval, Nampa shall be obligated to pay Simplot an amount equivalent to all of the Hook-up fees charged for each allocation, which shall be payable to Simplot without any deduction, offset or any administrative fee.

Payment to Simplot for each Nampa approved allocation of the Transferred Capacity during each calendar quarter of the term of this Agreement shall be due within thirty (30) days after the first day of the calendar quarter following the calendar quarter in which Nampa approves the allocation. Each payment to Simplot shall include an itemization and/or identification of each allocation and will specify (i) the number of equivalent dwelling units ("EDUs"), (ii) the Wastewater Treatment Classification, (iii) unit price charged for each EDU for the applicable Wastewater Treatment Classification, (iv) the total amount charged for all EDUs allocated for the applicable Wastewater Treatment Classification and (v) the amount of each constituent comprising the Transferred Capacity (consistent with those constituents identified on Exhibit B). Any unpaid amount when due shall accrue interest at a rate of twelve percent (12%) per annum until paid.

- 4. Capacity Optimization Fee ("CoFee").** During the term of this Agreement and for any period prior to the Effective Date, Simplot shall not be charged any CoFee whatsoever. Nampa hereby withdraws invoice nos. 0407145 and 0407144, both of which contain a CoFee charged and both of which are dated October 31, 2015. In addition, Nampa shall not charge Simplot a CoFee or any other fees for Simplot's non-use of all or any portion of Simplot's Total Capacity prior to or during the term of this Agreement. Furthermore, Nampa acknowledges, Simplot, by entering into this Agreement, has not and is not waiving any right to challenge the validity, legal authority and/or constitutionality of the CoFee at any time.
- 5. Recall of Transferred Capacity.** During the term of this Agreement, Simplot may recall any or all of any Transferred Capacity that has not been permanently allocated by Nampa. To exercise said recall, Simplot shall provide Nampa with written notice of the amount of each constituent of the un-allocated Transferred Capacity Simplot is recalling. The effective date of the recall shall be thirty (30) days from the date of Simplot's notice. After providing notice, Simplot shall then use the recalled capacity for the benefit of a Simplot-owned facility; or Simplot shall complete the assignment of the recalled capacity to a user who wants additional wastewater discharge capacity in the Treatment Plant; or both, within one-year of the date of the effective date of the recall. Should Simplot recall capacity for its own use, Nampa shall issue Simplot a revised Industrial Waste Acceptance Permit containing discharge limits that adds the recalled capacity to Simplot's Residual Capacity.

In the event Simplot fails to use or transfer all or any portion of the recalled capacity within such one-year period, any residual amount of the recalled capacity that is unused or transferred by Simplot shall permanently revert to Nampa and be deducted from Simplot's Total Capacity, Nampa shall (if applicable) again issue Simplot a revised Industrial Waste Acceptance Permit that removes the residual capacity that has reverted to Nampa and Nampa shall not thereafter charge Simplot a fee or charge of any kind relating to such reverted capacity.

6. **Notices.** All notices, requests, and other communications hereunder shall be deemed to have been given four (4) days after deposit in the United States mail in a sealed envelope, postage prepaid, registered or certified mail, if by overnight courier, one (1) day after delivery to such courier; or if by personal delivery, at the time of delivery; and addressed as follows:

If to Nampa:                   City of Nampa  
Public Works Director  
411 3<sup>rd</sup> Street S.  
Nampa, ID 83651  
Telephone: (208) 468-5420  
Facsimile: (208) 465-2261

If to Buyer:                   J. R. Simplot Company  
Attn: Corporate Secretary  
999 Main Street, Suite 1300  
Boise, Idaho 83702  
Telephone: (208) 336-2110  
Facsimile: (208) 389-7464

It is agreed that either party may hereafter change the address to which notice may be sent upon written notice sent to the other at the address above designated, or subsequently designated in accordance herewith.

7. **Termination.** This Agreement shall expire at the end of its 10-year term. This Agreement shall not terminate prior to the end of the 10-year term unless mutually agreed upon in writing by both parties. Any remaining balance of the Transferred Capacity that exists upon the expiration of this Agreement shall automatically revert to Simplot for Simplot's use.
8. **Non-Assignment.** Neither this Agreement nor any part hereof, nor any rights, duties or obligations hereunder, shall in any way or in any manner be transferred, conveyed, assigned or delegated by either party without the prior written consent of the other.
9. **Venue:** This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by, the laws of the State of Idaho, and suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may only be brought in the court with proper jurisdiction in Canyon County, Idaho and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court.

**10. Attorney Fees.** In the event suit or action arises out of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs from the other party including those on an appeal if an appeal is taken.

**11. Authority.** Each party represents and warrants to the other that it has all necessary authority to enter into and perform its obligations under this Agreement and this Agreement constitutes the legal, valid and binding obligation of each of each party, enforceable in accordance with its terms. Without limiting the generality of the foregoing, Nampa represents and warrants that this Agreement has been approved by the Nampa City Council and Mayor.

IN WITNESS WHEREOF, we the undersigned set our hands as of the Effective Date set forth above.

**Simplot: J. R. Simplot Company**

By:   
David Spurling, Senior Vice President,  
Secretary and General Counsel

**Nampa: City of Nampa**

By: \_\_\_\_\_  
Mayor Robert L. Henry

**Attest:**

\_\_\_\_\_  
City Clerk (or Deputy)

**Exhibit A**

<b>Simplot's Total Capacity</b>	
Flow (gallons per day)	1,048,700
Biological Oxygen Demand (pounds per day)	12,149
Total Suspended Solids (pounds per day)	9,658
Total Kjeldahl Nitrogen (pounds per day)	1,041.9
Total Phosphorus (pounds per day)	397.7

**EXHIBIT B**

<b>Amounts to be transferred to the City of Nampa</b>	
<i>Flow (gallons per day)</i>	419,480.0
<i>Biological Oxygen Demand (pounds per day)</i>	4,859.6
<i>Total Suspended Solids (pounds per day)</i>	3,863.2
<i>Total Kjeldahl Nitrogen (pounds per day)</i>	416.8
<i>Total Phosphorus (pounds per day)</i>	159.1

### Exhibit C

<b>JR Simplot remaining Industrial Wastewater Acceptance Permit levels</b>	
<i>Flow (gallons per day)</i>	629,220.0
<i>Biological Oxygen Demand (pounds per day)</i>	7,289.4
<i>Total Suspended Solids (pounds per day)</i>	5,794.8
<i>Total Kjeldahl Nitrogen (pounds per day)</i>	625.1
<i>Total Phosphorus (pounds per day)</i>	238.6

**Exhibit D**  
**(Resolution 5-2015)**

**RESOLUTION NO. 5-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING INCREASES IN THE SERVICE FEES CHARGED BY THE CITY OF NAMPA FOR WASTEWATER RATES AND USER FEES, AND ADOPTION OF WASTEWATER EDU GUIDE.**

**WHEREAS, the City of Nampa is a duly-formed municipal corporation of the State of Idaho and operates a wastewater treatment facility and system providing wastewater services to system users; and**

**WHEREAS, the City of Nampa Board of Appraisers, as constituted under Nampa City Code 3-1-1 and 8-2-4, has reviewed the proposed increases to wastewater rates and user fees and has recommended approval by the City Council of the proposed increases; and**

**WHEREAS, the City of Nampa Board of Appraisers, as constituted under Nampa City Code 3-1-1 and 8-2-4, has reviewed the proposed Wastewater EDU Guide and has recommended adoption by the City Council as proposed; and**

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

**WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City to adopt the Wastewater EDU Guide for determining user classification for wastewater services; and**

**WHEREAS, the City Council adopted Resolution 1-2015 on January 20, 2015, this resolution is intended to ratify that resolution and clarify the effective date for changes involving existing customers whose SE classification assignment has been affected thereby.**

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

**Section 1. The City of Nampa, Canyon County, Idaho, does hereby implement the wastewater fee increases as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective April 1, 2015.**

Section 2. The City of Nampa, Canyon County, Idaho, does hereby implement the Wastewater EDU Guide for determining user classification for wastewater services as described in EXHIBIT B, attached hereto and, by this reference, incorporated herein as if set forth in full, effective February 1, 2015. For those existing customers affected by a decrease in SE classification assignments, said change shall be made effective February 1, 2015. For those existing customers affected by an increase in SE classification assignments, said change shall be made effective April 1, 2015.

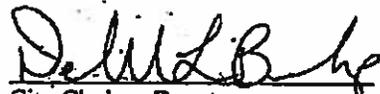
**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 2<sup>ND</sup> DAY OF FEBRUARY, 2015.**

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 2<sup>ND</sup> DAY OF FEBRUARY, 2015.**

Approved:

  
\_\_\_\_\_  
Mayor Robert L. Henry

Attest:

  
\_\_\_\_\_  
City Clerk or Deputy

**City of Nampa  
Fee Change Request Form**

Department **Public Works Department - EXHIBIT A**

Effective Date **04/01/2015**

Trans Code	New Fee?	Description - WASTEWATER Rates	Current Revenue	Proposed Revenue	Percent Change*	Est Annual Dollar Incr
		<b>User Fees</b>				
	No	Sewer Only, bi-monthly rate	\$ 14.48	\$ 15.19	4.90%	
SE1	No	Waste Strength BOD mg/l (0000-0200)	\$ 1.85	\$ 1.94	4.90%	
SE2	No	Waste Strength BOD mg/l (0200-0400)	\$ 2.30	\$ 2.41	4.90%	
SE3	No	Waste Strength BOD/mg/l (0400-0600)	\$ 2.97	\$ 3.12	4.90%	
SE4	No	Waste Strength BOD/mg/l (0600-0800)	\$ 3.49	\$ 3.66	4.90%	
SE5	No	Waste Strength BOD/mg/l (0800-1000)	\$ 4.31	\$ 4.52	4.90%	
SE6	No	Waste Strength BOD/mg/l (1000-1500)	\$ 5.10	\$ 5.35	4.90%	
SE7	No	Waste Strength BOD/mg/l (1500-2000)	\$ 6.18	\$ 6.48	4.90%	
		<b>Other Fees</b>				
	No	Birch Service Area Latecomer Fee	\$ 636.00	\$ 636.00	0.00%	
	No	Septic Haulers (per 1000 gal - full load only)	\$ 135.00	\$ 135.00	0.00%	
	No	Septic Hauler License Fee (first truck)	\$ 13.00	\$ 13.00	0.00%	
	No	Septic Hauler License Fee (each additional truck)	\$ 13.00	\$ 13.00	0.00%	
		<b>Industrial Rates</b>				
	No	Industrial Flow (per million gallons)	\$ 2,264.05	\$ 2,374.89	4.90%	
	No	Industrial BOD (per pound)	\$ 0.198	\$ 0.21	4.90%	
	No	Industrial TSS (per pound)	\$ 0.180	\$ 0.17	4.90%	
	No	Industrial TKN (per pound)	\$ 1.384	\$ 1.45	4.90%	
	No	Industrial TP (per pound)	\$ 0.146	\$ 0.15	4.90%	
		<b>Description - WASTEWATER Hook-up Fees</b>	<b>Collections</b>	<b>WWTP</b>		<b>Total Fee</b>
		<b>Hook-up Fees (non-Industrial)</b>				
SE1	No	Waste Strength BOD mg/l (0000-0200) per EDU <sup>a</sup>	\$ 1,236.00	\$ 852.00		\$ 2,088.00
SE2	No	Waste Strength BOD mg/l (0200-0400) per EDU <sup>a</sup>	\$ 1,236.00	\$ 1,652.00		\$ 2,888.00
SE3	No	Waste Strength BOD/mg/l (0400-0600) per EDU <sup>a</sup>	\$ 1,236.00	\$ 2,118.00		\$ 3,354.00
SE4	No	Waste Strength BOD/mg/l (0600-0800) per EDU <sup>a</sup>	\$ 1,236.00	\$ 2,585.00		\$ 3,821.00
SE5	No	Waste Strength BOD/mg/l (0800-1000) per EDU <sup>a</sup>	\$ 1,236.00	\$ 3,848.00		\$ 5,084.00
SE6	No	Waste Strength BOD/mg/l (1000-1500) per EDU <sup>a</sup>	\$ 1,236.00	\$ 4,684.00		\$ 5,900.00
SE7	No	Waste Strength BOD/mg/l (1500-2000) per EDU <sup>a</sup>	\$ 1,236.00	\$ 5,828.00		\$ 7,065.00

\* If an individual fee is increased more than 5.0%, or if the proposed fee is new, public notice and a public hearing is required.

<b>Industrial Hook-up Fees</b>					
No	Industrial Flow (per million gallons)	\$ 4,204,978	\$ 851,294		\$ 4,856,270
No	Industrial BOD (per pound per day)	\$ -	\$ 383.00		\$ 383.00
No	Industrial TSS (per pound per day)	\$ -	\$ 567.00		\$ 567.00
No	Industrial TKN (per pound per day)	\$ -	\$ 2,943.00		\$ 2,943.00
No	Industrial TP (per pound per day)	\$ -	\$ 19,250.00		\$ 19,250.00
No	Industrial TDS (per pound per day)	\$ -	\$ -		\$ -
	<b>Description - WASTEWATER Industrial Capacity Optimization Fee</b>	<b>Current Revenue</b>	<b>Proposed Revenue</b>	<b>Percent Change*</b>	<b>Est Annual</b>
No	Industrial Flow (per million gal. of unused capacity)	\$ 444.87	\$ 444.87	\$ -	
No	Industrial BOD (per pound of unused capacity)	\$ 0.044	\$ 0.044	\$ -	
No	Industrial TSS (per pound of unused capacity)	\$ 0.038	\$ 0.036	\$ -	
No	Industrial TKN (per pound of unused capacity)	\$ 0.328	\$ 0.328	\$ -	
No	Industrial TP (per pound of unused capacity)	\$ 0.076	\$ 0.078	\$ -	

\* Refer to attached 'Wastewater EDU Guide' for standard commercial customer EDU assumptions

**Comments on Competitiveness of New Rate**

--

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

Funds additional capital requirements for Phase I Upgrades.
---

\* If an individual fee is increased more than 5.0%, or if the proposed fee is new, public notice and a public hearing is required.

WASTEWATER FDU GUIDE			
City of Nampa Equivalent Dwelling Units			
Business Type	Strength Class	Usage	Units
Bakery (Wholesale)	SE6	100 gpd	per gross 1,000 s.f.
Bars (w/out Dining Facilities)	SE4	30 gpd	per seat
Beauty Salon	SE2	150 gpd	per chair
Car Wash	SE1	-	Individual evaluation
Church	SE2	1	EDUs
Commercial Laundry	SE3	500 gpd	per machine
Daycare Center	SE3	2.5 gpd	per person
Dental/Medical Clinics	SE2	125 gpd	per practitioner
Full Service Gas Stations	SE1	250 gpd	per fueling position
Garages	SE1	60 gpd	per bay
Gym/Workout Facilities	SE2	100 gpd	per 1,000 gross s.f.
Hospitals & Convalescent Centers	SE3	200 gpd	per bed
Hotels/Motels/Clubs	SE2	50 gpd	room
Industrial Laundromat	SE6	500 gpd	per machine
Laboratory (Pharmacies)	SE1	40 gpd	per 1,000 gross s.f.
Laundromat	SE1	500 gpd	per washing machine
Market/Store (w/ Garbage Grinder)	SE4	50 gpd	per 1,000 gross s.f.
Multi-family Housing			
Duplex	SE2	1.3	EDUs
Triplex	SE2	1.6	EDUs
4-plex or Larger	SE2	0.5	EDU per unit
Office Building	SE2	50 gpd	per 1,000 gross s.f.
Restaurants (drive in)	SE4	30 gpd	per seat
Restaurants (sit down)	SE4	30 gpd	per seat
Retail & Department Stores			
Small Retail (<30,000 sq. ft.)	SE2	1	EDU
Large Retail (>30,000 sq. ft.)	SE2	10 gpd	per 1,000 gross s.f.
Schools/Colleges/Universities	SE2	10 gpd	per person
College Dormitories	SE2	40gpd	per room
Theaters	SE2	5 gpd	per seat
Warehouse	SE2	3 gpd	per 1,000 gross s.f.

**REQUEST FOR APPROVAL**  
**Materne North America Corp Wastewater Capacity Loan**

- On November 13, 2015, Materne North America Corp (Materne) purchased additional wastewater discharge capacity to accommodate future facility growth. Since that time Materne has continued to add production capacity
- Materne had minor exceedances of permitted capacity discharge limits in February 2016
- On April 14, 2016, pretreatment staff received a formal request from Materne to utilize the Wastewater Industrial Incentives Policy (Policy) for a loan of discharge capacity until September 1, 2016. The capacity loan request in the Policy is a great benefit offered to Nampa industrial customers
- On April 15, 2016, Materne was issued a short-term (30 day) capacity increase in accordance with the Policy. Materne's new permit includes the increased capacity listed in Materne's petition request dated April 14 (see Exhibit A)
- Materne plans to begin an engineering study in May 2016 to identify long-term operational options; either add onsite pretreatment or purchase additional wastewater capacity in order to meet future growth
- Materne is been very proactive and engaged with pretreatment staff to ensure discharge conditions are met
- Materne is aware that a loan is not a reservation of capacity. At the end of the loan period a new permit will be issued reflecting pre-loan permit capacities
- Public Works staff reviewed Materne's request and recommends approval:
  - Engineering confirmed collection system capacity
  - Wastewater confirmed treatment plant capacity
  - Pretreatment confirmed Materne is in compliance with current permit conditions
- The director of the Economic Development Department supports the approval of this loan

**REQUEST:** Approve Materne North America Corp wastewater capacity loan and authorize Public Works to issue a new Wastewater Industrial Acceptance Permit with an expiration date of September 1, 2016



# City of Nampa

ENVIRONMENTAL COMPLIANCE DIVISION

OFFICE (208) 468-5844

WWTP

340 W. Railroad St.

Nampa, Idaho 83687

FAX (208) 467-9194

## Wastewater Industrial Incentives Policy Petition Form (Owner A)

### A. Contact Information

Owner Materne		Name of Facility Materne NA	
Facility Contact Name Valeric Waterland	Phone # 208-498-0155	Cell # 208-576-1705	Email Address Valeric.waterland@maternc.us
Facility Location 8385 Birch Lane	City Nampa	State ID	Zip Code 83687
Facility Mailing Address (if different from location)	City	State	Zip Code

### B. Purpose of Petition (Please select from the options below).

Capacity Short-term loan (Between Owner and City)

- Starting Date: \_\_\_\_\_
- Duration of Loan: 30 Days
- Policy Reference: Sect.6.D

Capacity Loan (Between Owner and City)

- Starting Date: 4/14/16
- Duration of Loan: 9/1/16 (Not to exceed 24 months)
- Policy Reference: Sect.6.A

Capacity Lease Agreement (Between Owner and City)

- Starting Date: \_\_\_\_\_
- Duration of Loan: \_\_\_\_\_ (Not to exceed 60 months)
- Policy Reference: Sect.6.B

Capacity Purchase (Between Owner and City)

- Starting Date: \_\_\_\_\_
- Policy Reference: Sect.6.C

Capacity Transfer (Between Owner and City)

\* Submit Petition Form "Owner B" for Second Facility

- Starting Date: \_\_\_\_\_
- Policy Reference: Sect.6.E

Capacity Exchange (Between Owner A and Owner B)

- Starting Date: \_\_\_\_\_

- Policy Reference: Sect.6.F

**C. Modification to Permit Effluent Limitations**

PARAMETER	Existing Loadings	Requested Loading Changes	New Total
Flow, mgd	.0924	.023	0.1154
Biochemical Oxygen Demand, lbs (BOD)	1079.6	200.	1279.6
Total Suspended Solids, lbs (TSS)	269.9	200	469.9
Total Kjeldahl Nitrogen lbs/day (TKN)	8.5	3.5	12
Total Phosphorus, lbs (TP)	3.1	3.9	7

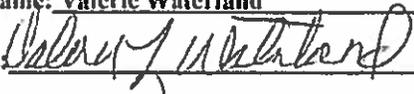
**D. Change in Operations.**

Provide description of new or modified operational processes on the Operational Changes Worksheet.

**E. Certification Statement**

*"I certify under penalty of law, this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment for knowingly perpetrating violations. "*

Printed Name: Valerie Waterland

Signature: 

Date: 4/14/16

*Owner A*  
*Operational Changes Worksheet*

**A. Contact Information**

Owner Materne		Facility Name Materne NA		
Facility Contact Name Valerie Waterland	Phone # 208-498-0155	Cell # 208-575-1705	Email Address Valerie.waterland@materne.us	
Facility Location 8385 Birch Lane	City Nampa, ID	State	Zip Code 83687	
Facility Mailing Address (if different from location)	City	State	Zip Code	

**B. Operational Changes**

1. Change in number of employees Same
2. Change in operational hours Same
3. List any changes in chemical usage  
Same
4. List any changes in equipment  
Line 15-16 installation
5. List any changes of new or existing building structures  
Same
6. List any changes in discharge point location  
Same

**C. Additional Changes**

Please attach any additional information relevant to the Industrial Waste Acceptance Permit.

## Wastewater Industrial Incentive Policy Petition Form

(Owner B)

### A. Contact Information

Owner		Name of Facility		
Facility Contact Name	Phone #	Cell #	Email Address	
Facility Location		City	State	Zip Code
Facility Mailing Address (if different from location)		City	State	Zip Code

### B. Purpose of Petition (Please select from the options below).

- Capacity Short-term loan (Between Owner and City)
  - Starting Date: \_\_\_\_\_
  - Duration of Loan: 30 Days
  - Policy Reference: Sect.6.D
- Capacity Loan (Between Owner and City)
  - Starting Date: \_\_\_\_\_
  - Duration of Loan: \_\_\_\_\_ (Not to exceed 24 months)
  - Policy Reference: Sect.6.A
- Capacity Lease Agreement (Between Owner and City)
  - Starting Date: \_\_\_\_\_
  - Duration of Loan: \_\_\_\_\_ (Not to exceed 60 months)
  - Policy Reference: Sect.6.B
- Capacity Purchase (Between Owner and City)
  - Starting Date: \_\_\_\_\_
  - Policy Reference: Sect.6.C
- Capacity Transfer (Between Owner and City)
  - \* Submit Petition Form "Owner B" for Second Facility
  - Starting Date: \_\_\_\_\_
  - Policy Reference: Sect.6.E
- Capacity Exchange (Between Owner A and Owner B)
  - Starting Date: \_\_\_\_\_
  - Policy Reference: Sect.6.F

### Declare Tools as Surplus Property for Wastewater Division

- Wastewater staff request the following outdated equipment be declared as surplus property in order to facilitate disposal:

Item	Item Number	Estimated Value
Powermax 65 Plasma Cutter	HYP 083270	\$ 225.00
Syncrowave TIG/WIG Welder	MIL 951616	\$ 200.00
Estimated Total Value		\$ 425.00

- The equipment is 35 years old; performance and operational demands are not being met
- Norco contacted to obtain estimated value and possible purchase of new equipment
  - Through a trade-in program, an estimated value of \$425.00 was offered
- Oxarc, Inc., contacted for trade-in value; no response received
- Musick Auction contacted for auction value
  - An estimate of \$70-\$500 was stated, depending on equipment condition
- Pacific Recycling contacted to identify scrap metal pricing
  - A quote of \$85.00 per ton given; the equipment weighs roughly 250lbs
- Wastewater staff and disposal team recommend acceptance of estimated \$425.00 trade-in value from Norco, to be used towards purchase of new equipment
- Disposal falls within Public Works guidelines for funding, acquisition, maintenance, replacement and disposal of City assets

#### REQUEST:

- 1) Declare equipment, as outlined above, as surplus property by resolution (see Exhibit 1)
- 2) Dispose of identified surplus property as recommend by Staff

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING THE DISPOSITION OF CERTAIN CITY PROPERTY FOR PUBLIC WORKS WASTEWATER DIVISION.**

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

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

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

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

1. That the attached listed property (see Attachment A) shall be disposed of under the direction and supervision of the City Clerk, and in accordance with City policy.
2. The staff of the City of Nampa is hereby authorized to take all necessary steps to carry out the authorization provided by this Resolution.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 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
06	Trade-in	1	TIG Welder	R	\$225.00
06	Trade-in	1	Plasma Cutter	R	\$200.00

Disposal Method Codes:

Condition Codes:

- |    |  |   |            |
|----|--|---|------------|
| 01 | Transfer to another agency or department | E | Excellent  |
| 02 | Public Sale (Auction or sealed bid)      | G | Good       |
| 03 | Leased property turned back              | F | Fair       |
| 04 | Recycle or sell for scrap                | R | Repairable |
| 05 | Unusable – ship to local dumpsite        | U | Unusable   |
| 06 | Other: _____                             |   |            |

Requesting Department: Wastewater		Received By:
Requesting Person Name (Print): Andy Zimmerman, Superintendent		Date Received:
Requesting Person Signature: 	Date 4/13/2016	

## **APPROVE FIRST AMENDMENT TO NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT FOR PRECISION FLIGHT TRAINING**

- On September 15, 2014, Precision Flight Training, Inc. (Gary Iverson, Sr.), signed a five year lease for a City owned building located at 3315 Airport Road
- In April 2015 Mr. Iverson passed away unexpectedly
  - Mr. Iverson's estate continued to cover the expenses of the business, Precision Flight Training, Inc.
  - The Airport Commission was notified by the estate representative of its intention to sell the business
- On September 14, 2015, the Commission was notified by the estate representative of a potential buyer; Wings 'N' Rotors, LLC (Mr. Arlyn Miller)
  - The Commission agreed if Mr. Miller is to buy the business he may continue the existing lease
- In February 2016 Precision Flight Training Inc., and Wings 'N' Rotors, LLC (Mr. Arlyn Miller) completed the sale of the business
- The City Attorney's office reviewed the sales agreement and drafted the land lease agreement amendment
- On April 13, 2016, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the First Amendment to Nampa Municipal Airport Land Lease Agreement with Precision Flight Training Inc., and Wings 'N' Rotors, LLC for 3315 Airport Road (see Exhibit A)

**REQUEST:** Authorize Mayor to sign the First Amendment to Nampa Municipal Airport Land Lease Agreement with Precision Flight Training Inc., and Wings 'N' Rotors, LLC for 3315 Airport Road at Nampa Municipal Airport

**FIRST AMENDMENT TO  
NAMPA MUNICIPAL AIRPORT  
LAND LEASE AGREEMENT**

THIS AMENDMENT TO NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT (“Amendment”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF NAMPA, IDAHO, an Idaho municipal corporation of 411 3rd Street South, Nampa, Idaho 83651 (“Lessor”), PRECISIONS FLIGHT TRAINING, INC., an Idaho corporation of 1227 E. Maine Ave., Nampa, Idaho 83686 (“PFT”), ARLYN E. MILLER, of 3050 Terra Drive, Boise, Idaho 83709 (“Miller” and “Personal Guarantor”), and WINGS ‘N’ ROTORS, LLC, an Idaho limited liability company, of 3050 Terra Drive, Boise, Idaho 83709 (“Assignee”).

**RECITALS**

WHEREAS, Lessor and PFT entered into a Nampa Municipal Airport Land Lease Agreement on September 15, 2014 (the “Lease”);

WHEREAS, PFT sold or otherwise transferred its corporate assets to Assignee WINGS ‘N’ ROTORS, LLC, and, in connection therewith, desires to assign its leasehold interest in the Lease to Assignee;

WHEREAS, Assignee wishes to assume the Lease from PFT; and

WHEREAS, the parties agree that PFT may assign its right, title and interest under the Lease to Assignee, as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Having previously sold and transferred his interest in the business occupying the subject premises, PTF does hereby sell, assign and transfer unto Assignee all of its right, title and interest as lessee in and to the above described Lease.
2. Assignee agrees to assume all of the obligations of lessee under the Lease as of the date of this Amendment.
3. Personal Guarantor Miller understands and acknowledges that, pursuant to the personal guarantee he has executed below, he shall be and remain personally liable for the obligations of the Assignee as lessee under the Lease.
4. Lessor does hereby consent to the foregoing transfers and assignment.

All other terms, conditions and covenants of the Lease Agreement shall remain in full force and effect.

**THE CITY OF NAMPA, IDAHO**  
**“Lessor”**

By: \_\_\_\_\_  
ROBERT L. HENRY, Mayor

Attest: \_\_\_\_\_  
DEBORAH BISHOP, City Clerk

By: \_\_\_\_\_  
MONTE HASL, Airport Superintendent

**PRECISION FLIGHT TRAINING, INC.**  
**“PFT” and original Lessee**

\_\_\_\_\_  
DEE IVERSON, Secretary

**WINGS ‘N’ ROTORS, LLC**  
**“Assignee”**

By: \_\_\_\_\_  
ARLYN E. MILLER, Member

**PERSONAL GUARANTEE**

Performance of the terms of the Lease Agreement assigned hereby is personally guaranteed by the undersigned personal guarantor, ARLYN E. MILLER.

\_\_\_\_\_  
ARLYN E. MILLER, individually

\_\_\_\_\_  
Date

STATE OF IDAHO )  
 ) ss.  
COUNTY OF CANYON )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ARLYN E. MILLER, known or identified to me to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, as well as on his own, individual behalf, and acknowledged to me that such limited liability company executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

STATE OF IDAHO )  
 ) ss.  
COUNTY OF CANYON )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ROBERT L. HENRY, DEBORAH BISHOP, and MONTE HASL, known or identified to me to be the Mayor, City Clerk, and Airport Superintendent, respectively, of the CITY OF NAMPA, IDAHO, that executed the said instrument, and acknowledged to me that they executed the same in said capacities.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

**STATE OF IDAHO            )**  
**) ss.**  
**COUNTY OF CANYON        )**

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State personally appeared DEE IVERSON, known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

**STATE OF IDAHO            )**  
**) ss.**  
**COUNTY OF CANYON        )**

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ARLYN E. MILLER, an individual, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument as personal guarantor, and acknowledge to me that he executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

## **APPROVE NEW LAND LEASE AGREEMENT AT NAMPA MUNICIPAL AIRPORT FOR STORAGE HANGER LOTS 2004, 2006 AND 2008**

- On July 17, 2015, Gary Bartlow submitted a lease application/lot reservation and paid associated processing fees for Storage Hanger Lots 2004, 2006 and 2008 for new construction
- On April 13, 2016, Gary Bartlow submitted his building and drainage plans to the Airport Commission
  - The Airport Commission approved and stamped the building plans (this is required before the building department will accept airport plans)
- On April 4, 2016, Gary Bartlow signed and returned the Land Lease Agreements for lots 2004, 2006 and 2008
- On April 13, 2016, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the Nampa Municipal Airport Land Lease Agreements (see Attachments A, B and C) with Gary Bartlow, effective April 19, 2016, for Storage Hanger Lots 2004, 2006 and 2008

### **REQUEST:**

- 1) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Gary Bartlow, effective April 19, 2016, for Lot 2004, and
- 2) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Gary Bartlow, effective April 19, 2016, for Lot 2006, and
- 3) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Gary Bartlow, effective April 19, 2016, for Lot 2008

# **NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT**

## **STORAGE HANGAR LOT #2004**

**LESSEE:**

**GARY BARTLOW  
8886 DEER SKY RANCH TRAIL  
NAMPA, ID 83686**

**LESSOR:**

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

**EFFECTIVE TERM:**

**April 19, 2016 – April 30, 2036**

This lease agreement (the "Agreement") is entered into this 18<sup>th</sup> day of April, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **GARY BARTLOW** ("Lessee"). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

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

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

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

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

**1. Term of Agreement.**

The term of this lease shall commence on **April 19, 2016** (the "Effective Date"), and continue for a period of twenty (20) years from the effective date of this lease, terminating on **April 30, 2036**.

**2. Renewal Option.**

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

**3. Premises Leased.**

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

**4. Premises Use.**

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

It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and

aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport Rules and Regulations, Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

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

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

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

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

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities

shall comply with and be subject to all applicable laws and ordinances of the City of Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

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

## **6. Rental Payments.**

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be **25.4 cents** per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.

## **7. Annual and Periodic Rental Adjustments.**

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

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

## **8. Rights and Obligations of Lessee.**

- a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.
- b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.
- c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan. All Rules and Regulations now in existence, or

as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.

- d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.
- e) Outside storage on the leased area, which in the opinion of the Airport Superintendent creates unsightly or dangerous conditions, shall not be allowed.
- f) Lessee shall not permit any person to use any part of the Premises for residential use.
- g) Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

#### **9. Termination of Agreement & Option to Purchase Improvements.**

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, Lessee shall remove its personal property, including structures or buildings, and restore the premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar (\$1.00).

(b) Lessee, when tendered the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee's obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee's property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

#### **10. First Right of Refusal.**

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

## **11. Termination; Default.**

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

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

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

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

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

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

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

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

If it so elects, Lessor may pursue any other remedies provided by law for the breach of

this agreement or any of its terms or conditions. No right or remedy conferred here on or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this agreement by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right here given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved here during the balance of the term of this agreement shall not be deemed to be waived, released or terminated by the service of any sixty (60) day notice, other notice to collect, demand for possession, or notice that the tenancy here created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect any rent due from Lessee, and payment or receipt of that rent shall not waive or affect any notice, demand or suit, or in any manner waive, affect, change, modify or alter any rights or remedies Lessor may have by virtue of this lease agreement.

Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining lawful possession of the leased premises from Lessee, including reasonable attorney fees and costs, and to pay such other expenses as the Lessor may incur in putting the premises in good order and condition as herein provided, and also to pay all other necessary expenses or commissions paid by Lessor in re-leasing the premises.

## **12. Assignments, Transfers and Subleases.**

This Agreement, in whole or any part thereof, may not be assigned or transferred by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. Lessee may not sublease all or any portion of its interest in this Agreement unless written notice of said sublease is given to Lessor, said notice providing the name and contact information for any such subtenant. No permitted assignment, transfer or sublease shall releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement, unless otherwise agreed to in writing between the parties. Any permitted assignment or transfer, and all subleases, must comply with all terms and conditions of this Agreement.

- Lessor may, at its option, terminate this Agreement upon any assignment or transfer of any interest herein without the Lessor's prior written consent, or for any sublease for which proper notice has not been given to Lessor. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises' use (see paragraph 4) without the Lessor's prior written consent.

- Lessor may, at its option, terminate this Agreement in the event Gary Bartlow shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

### **13. Future Construction by Lessor.**

The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said inconvenience, ONLY if Lessee is unable to access Lessee's hangar for a period longer than thirty (30) days.

### **14. Future Improvements by Lessee.**

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

### **15. Hazardous Substances.**

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

### **16. COMPLIANCE WITH LAWS AND REGULATIONS.**

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

obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease agreement consistent therewith. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

#### **17. Utilities.**

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

#### **18. Taxes and Assessments.**

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

#### **19. Fire Hazards.**

The Lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations. Unless otherwise noted in Section 31, below, **NO FUEL MAY BE STORED ON THE PREMISES.**

#### **20. Labor Contracts and Employees.**

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

#### **21. Right of Inspection; Emergency.**

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

#### **22. Waste Prohibited.**

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

### **23. Liability.**

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee. This paragraph 21 does not cover intentional acts by Lessor or its employees.

### **24. Liability Insurance.**

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

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

### **25. Attorney's Fees.**

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

**26. Notices.**

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

**Lessor**

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

**Lessee**

---

**Gary Bartlow**

---

**8886 Deer Sky Ranch Trail**

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**Nampa, ID 83686**

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**27. Maintenance.**

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

**28. Civil Rights Provisions.**

The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

**29. Amendments and Modification.**

This Agreement may be amended and/or modified by a written instrument signed, dated, and notarized by both Lessor and Lessee. However, Lessor reserves the right to amend this lease upon giving Lessee 180 days written notice of such amendment or modification, so long as the

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

### **30. Binding Effect.**

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

### **31. Special Provisions.**

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

- Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12 month period) housed on the leased premises to the Airport Superintendent's office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft's owner(s), the aircraft make and model, and aircraft registration numbers.
- Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a \$100 fee for administrative expenses related to the development, review, and approval of the Amendment.

### **32. Recording.**

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

### **33. Prohibition Against Exclusive Rights.**

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

**34. Conflict of Provisions of Lease.**

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

**In Witness Whereof**

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

**Lessor:**

The City of Nampa

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Airport Superintendent

**Lessee:**

\_\_\_\_\_

By: \_\_\_\_\_  
Gary Bartlow

By: \_\_\_\_\_

**Personal Guarantee.**

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

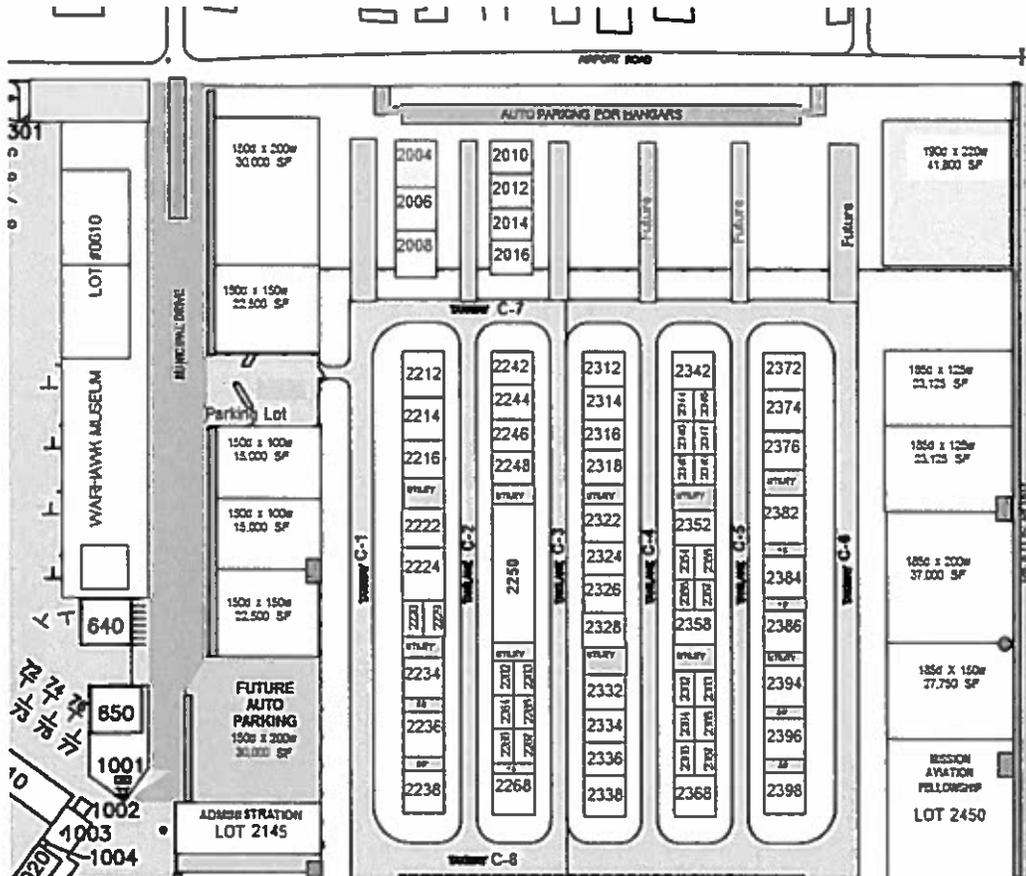
By: \_\_\_\_\_  
Gary Bartlow

\_\_\_\_\_ Date

By: \_\_\_\_\_

\_\_\_\_\_ Date

## Exhibit A



Airport Lot #2004: 64' wide x 60' deep = 3840 square foot at **\$0.254** per square foot  
 = \$975.00 per year (rounded).

Payment for 2016 will be prorated. Payment due for 2016 = \$677.00 (rounded)

# **NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT**

## **STORAGE HANGAR LOT #2006**

**LESSEE:**  
GARY BARTLOW  
8886 DEER SKY RANCH TRAIL  
NAMPA, ID 83686

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

**EFFECTIVE TERM:**  
**April 19, 2016 – April 30, 2036**

This lease agreement (the "Agreement") is entered into this 18<sup>th</sup> day of April, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **GARY BARTLOW** ("Lessee"). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

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

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

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

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

**1. Term of Agreement.**

The term of this lease shall commence on **April 19, 2016** (the "Effective Date"), and continue for a period of twenty (20) years from the effective date of this lease, terminating on **April 30, 2036**.

**2. Renewal Option.**

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

**3. Premises Leased.**

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

**4. Premises Use.**

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

It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and

aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport Rules and Regulations, Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

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

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

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

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

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities

shall comply with and be subject to all applicable laws and ordinances of the City of Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

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

## **6. Rental Payments.**

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be **25.4 cents** per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.

## **7. Annual and Periodic Rental Adjustments.**

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

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

## **8. Rights and Obligations of Lessee.**

- a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.
- b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.
- c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan. All Rules and Regulations now in existence, or

as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.

- d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.
- e) Outside storage on the leased area, which in the opinion of the Airport Superintendent creates unsightly or dangerous conditions, shall not be allowed.
- f) Lessee shall not permit any person to use any part of the Premises for residential use.
- g) Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

#### **9. Termination of Agreement & Option to Purchase Improvements.**

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, Lessee shall remove its personal property, including structures or buildings, and restore the premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar (\$1.00).

(b) Lessee, when tendered the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee's obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee's property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

#### **10. First Right of Refusal.**

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

## **11. Termination; Default.**

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

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

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

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

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

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

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

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

If it so elects, Lessor may pursue any other remedies provided by law for the breach of

this agreement or any of its terms or conditions. No right or remedy conferred here on or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this agreement by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right here given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved here during the balance of the term of this agreement shall not be deemed to be waived, released or terminated by the service of any sixty (60) day notice, other notice to collect, demand for possession, or notice that the tenancy here created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect any rent due from Lessee, and payment or receipt of that rent shall not waive or affect any notice, demand or suit, or in any manner waive, affect, change, modify or alter any rights or remedies Lessor may have by virtue of this lease agreement.

Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining lawful possession of the leased premises from Lessee, including reasonable attorney fees and costs, and to pay such other expenses as the Lessor may incur in putting the premises in good order and condition as herein provided, and also to pay all other necessary expenses or commissions paid by Lessor in re-leasing the premises.

## **12. Assignments, Transfers and Subleases.**

This Agreement, in whole or any part thereof, may not be assigned or transferred by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. Lessee may not sublease all or any portion of its interest in this Agreement unless written notice of said sublease is given to Lessor, said notice providing the name and contact information for any such subtenant. No permitted assignment, transfer or sublease shall release the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement, unless otherwise agreed to in writing between the parties. Any permitted assignment or transfer, and all subleases, must comply with all terms and conditions of this Agreement.

- Lessor may, at its option, terminate this Agreement upon any assignment or transfer of any interest herein without the Lessor's prior written consent, or for any sublease for which proper notice has not been given to Lessor. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises' use (see paragraph 4) without the Lessor's prior written consent.

- Lessor may, at its option, terminate this Agreement in the event **Gary Bartlow** shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

### **13. Future Construction by Lessor.**

The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said inconvenience, ONLY if Lessee is unable to access Lessee's hangar for a period longer than thirty (30) days.

### **14. Future Improvements by Lessee.**

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

### **15. Hazardous Substances.**

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

### **16. COMPLIANCE WITH LAWS AND REGULATIONS.**

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

obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease agreement consistent therewith. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

#### **17. Utilities.**

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

#### **18. Taxes and Assessments.**

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

#### **19. Fire Hazards.**

The Lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations. Unless otherwise noted in Section 31, below, **NO FUEL MAY BE STORED ON THE PREMISES.**

#### **20. Labor Contracts and Employees.**

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

#### **21. Right of Inspection; Emergency.**

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

#### **22. Waste Prohibited.**

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

### **23. Liability.**

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee. This paragraph 21 does not cover intentional acts by Lessor or its employees.

### **24. Liability Insurance.**

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

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

### **25. Attorney’s Fees.**

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

**26. Notices.**

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

**Lessor**

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

**Lessee**

---

**Gary Bartlow**

---

**8886 Deer Sky Ranch Trail**

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**Nampa, ID 83686**

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**27. Maintenance.**

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

**28. Civil Rights Provisions.**

The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

**29. Amendments and Modification.**

This Agreement may be amended and/or modified by a written instrument signed, dated, and notarized by both Lessor and Lessee. However, Lessor reserves the right to amend this lease upon giving Lessee 180 days written notice of such amendment or modification, so long as the

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

### **30. Binding Effect.**

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

### **31. Special Provisions.**

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

- Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12 month period) housed on the leased premises to the Airport Superintendent's office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft's owner(s), the aircraft make and model, and aircraft registration numbers.
- Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a \$100 fee for administrative expenses related to the development, review, and approval of the Amendment.

### **32. Recording.**

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

### **33. Prohibition Against Exclusive Rights.**

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

**34. Conflict of Provisions of Lease.**

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

**In Witness Whereof**

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

**Lessor:**

The City of Nampa

By:  
Mayor

Attest:  
City Clerk

By:  
Airport Superintendent

**Lessee:**

\_\_\_\_\_

By:  
Gary Bartlow

By:  
\_\_\_\_\_

**Personal Guarantee.**

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

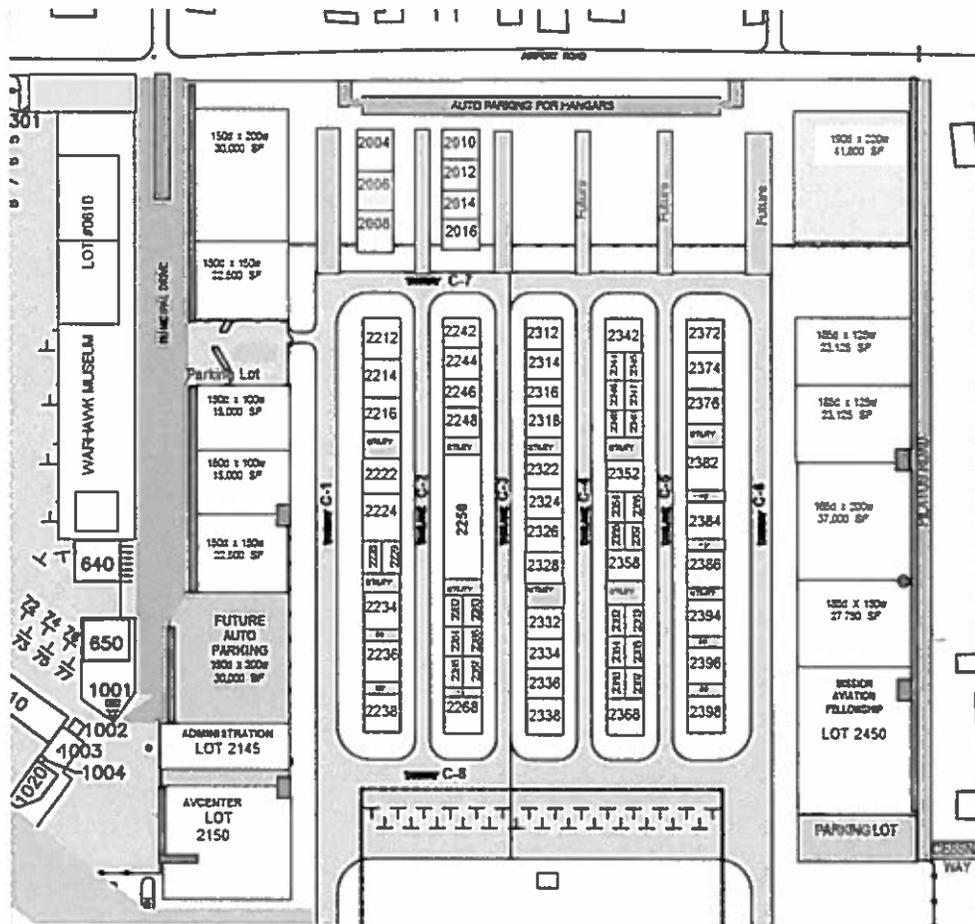
By:  
Gary Bartlow

\_\_\_\_\_ Date

By:  
\_\_\_\_\_

\_\_\_\_\_ Date

## Exhibit A



Airport Lot #2006: 64' wide x 60' deep = 3840 square foot at \$0.254 per square foot  
 = \$975.00 per year (rounded).

Payment for 2016 will be prorated. Payment due for 2016 = \$677.00 (rounded)

# **NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT**

## **STORAGE HANGAR LOT #2008**

**LESSEE:**  
GARY BARTLOW  
8886 DEER SKY RANCH TRAIL  
NAMPA, ID 83686

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

**EFFECTIVE TERM:**  
**April 19, 2016 – April 30, 2036**

This lease agreement (the "Agreement") is entered into this 18<sup>th</sup> day of April, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **GARY BARTLOW** ("Lessee"). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

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

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

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

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

**1. Term of Agreement.**

The term of this lease shall commence on **April 19, 2016** (the "Effective Date"), and continue for a period of twenty (20) years from the effective date of this lease, terminating on **April 30, 2036**.

**2. Renewal Option.**

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

**3. Premises Leased.**

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

**4. Premises Use.**

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

It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and

aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport Rules and Regulations, Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

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

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

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

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

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities

shall comply with and be subject to all applicable laws and ordinances of the City of Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

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

## **6. Rental Payments.**

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be **25.4 cents** per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.

## **7. Annual and Periodic Rental Adjustments.**

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

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

## **8. Rights and Obligations of Lessee.**

- a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.
- b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.
- c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan. All Rules and Regulations now in existence, or

as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.

- d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.
- e) Outside storage on the leased area, which in the opinion of the Airport Superintendent creates unsightly or dangerous conditions, shall not be allowed.
- f) Lessee shall not permit any person to use any part of the Premises for residential use.
- g) Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

#### **9. Termination of Agreement & Option to Purchase Improvements.**

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, Lessee shall remove its personal property, including structures or buildings, and restore the premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar (\$1.00).

(b) Lessee, when tendered the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee's obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee's property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

#### **10. First Right of Refusal.**

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

## **11. Termination; Default.**

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

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

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

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

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

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

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

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

If it so elects, Lessor may pursue any other remedies provided by law for the breach of

this agreement or any of its terms or conditions. No right or remedy conferred here on or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this agreement by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right here given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved here during the balance of the term of this agreement shall not be deemed to be waived, released or terminated by the service of any sixty (60) day notice, other notice to collect, demand for possession, or notice that the tenancy here created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect any rent due from Lessee, and payment or receipt of that rent shall not waive or affect any notice, demand or suit, or in any manner waive, affect, change, modify or alter any rights or remedies Lessor may have by virtue of this lease agreement.

Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining lawful possession of the leased premises from Lessee, including reasonable attorney fees and costs, and to pay such other expenses as the Lessor may incur in putting the premises in good order and condition as herein provided, and also to pay all other necessary expenses or commissions paid by Lessor in re-leasing the premises.

## **12. Assignments, Transfers and Subleases.**

This Agreement, in whole or any part thereof, may not be assigned or transferred by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. Lessee may not sublease all or any portion of its interest in this Agreement unless written notice of said sublease is given to Lessor, said notice providing the name and contact information for any such subtenant. No permitted assignment, transfer or sublease shall releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement, unless otherwise agreed to in writing between the parties. Any permitted assignment or transfer, and all subleases, must comply with all terms and conditions of this Agreement.

- Lessor may, at its option, terminate this Agreement upon any assignment or transfer of any interest herein without the Lessor's prior written consent, or for any sublease for which proper notice has not been given to Lessor. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises' use (see paragraph 4) without the Lessor's prior written consent.

- Lessor may, at its option, terminate this Agreement in the event Gary Bartlow shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

### **13. Future Construction by Lessor.**

The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said inconvenience, ONLY if Lessee is unable to access Lessee's hangar for a period longer than thirty (30) days.

### **14. Future Improvements by Lessee.**

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

### **15. Hazardous Substances.**

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

### **16. COMPLIANCE WITH LAWS AND REGULATIONS.**

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

obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease agreement consistent therewith. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

#### **17. Utilities.**

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

#### **18. Taxes and Assessments.**

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

#### **19. Fire Hazards.**

The Lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations. Unless otherwise noted in Section 31, below, **NO FUEL MAY BE STORED ON THE PREMISES.**

#### **20. Labor Contracts and Employees.**

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

#### **21. Right of Inspection; Emergency.**

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

#### **22. Waste Prohibited.**

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

### **23. Liability.**

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee. This paragraph 21 does not cover intentional acts by Lessor or its employees.

### **24. Liability Insurance.**

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

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

### **25. Attorney's Fees.**

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

**26. Notices.**

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

**Lessor**

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

**Lessee**

---

**Gary Bartlow**

---

**8886 Deer Sky Ranch Trail**

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**Nampa, ID 83686**

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**27. Maintenance.**

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

**28. Civil Rights Provisions.**

The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

**29. Amendments and Modification.**

This Agreement may be amended and/or modified by a written instrument signed, dated, and notarized by both Lessor and Lessee. However, Lessor reserves the right to amend this lease upon giving Lessee 180 days written notice of such amendment or modification, so long as the

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

### **30. Binding Effect.**

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

### **31. Special Provisions.**

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

- Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12 month period) housed on the leased premises to the Airport Superintendent's office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft's owner(s), the aircraft make and model, and aircraft registration numbers.
- Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a \$100 fee for administrative expenses related to the development, review, and approval of the Amendment.

### **32. Recording.**

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

### **33. Prohibition Against Exclusive Rights.**

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

**34. Conflict of Provisions of Lease.**

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

**In Witness Whereof**

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

**Lessor:**

The City of Nampa

By:  
Mayor

Attest:  
City Clerk

By:  
Airport Superintendent

**Lessee:**

\_\_\_\_\_

By:  
Gary Bartlow

By:  
\_\_\_\_\_

**Personal Guarantee.**

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

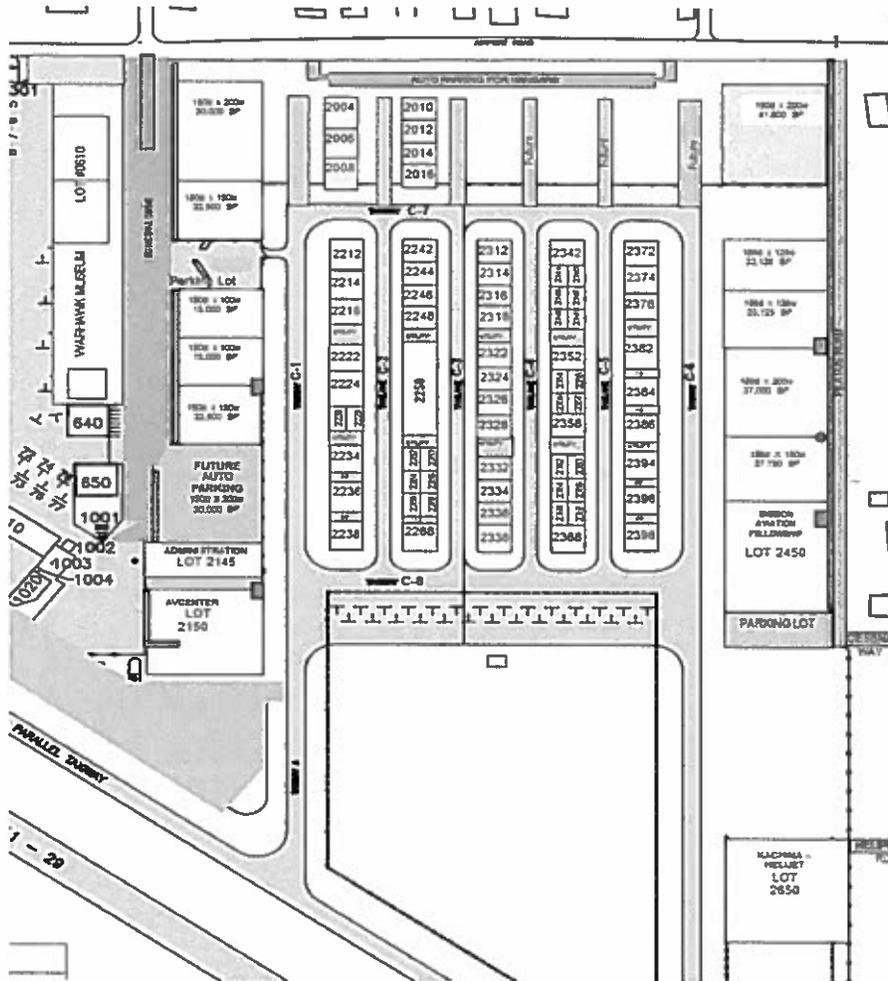
By:  
Gary Bartlow

\_\_\_\_\_ Date

By:  
\_\_\_\_\_

\_\_\_\_\_ Date

## Exhibit A



Airport Lot #2008: 72' wide x 60' deep = 4320 square foot at \$0.254 per square foot = \$1,097.00 per year (rounded).

Payment for 2016 will be prorated. Payment due for 2016 = \$758.00 (rounded)