

**City of Nampa  
Regular Council Meeting  
June 6, 2016**

**REGULAR COUNCIL WILL START AT 6:30 P.M.  
PUBLIC HEARINGS START AT 7:00 P.M.**

**Call to Order and Pledge to Flag**

**Invocation – Bishop Mark Jepson of the Church of Jesus Christ of Latter-day Saints**

**Roll Call**

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

**Proposed Amendments to Agenda**

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

**Consent Agenda**

- 1) Minutes of the Regular Council Meeting of May 16, 2106; Airport Commission Meeting of March 14, 2016 and April 13, 2016; the Nampa Bicycle and Pedestrian Advisory Committee; the Board of Appraisers Minutes of April 14, 2016; 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) Extension of Approval for Brookdale Estates Subdivision No. 4, North of Birch Lane and East of 11<sup>th</sup> Avenue North for Trilogy Development. Request to Extend 05/18/2016 Approval Which Expired on 05/18/2016 to 05/18/2017
- 5) Authorize Public Hearings
  - a) Annexation and Zoning to RML for Four-plex Development at 1910 Sunny Ridge Road for Gaven J. King
  - b) Annexation and Zoning to IH for Headquarters and Warehousing for Fuel, Diesel and Oil Distribution at 0, 9364 and 9326 Cherry Lane for Zane Powell
- 6) Authorize to Proceed With Bidding Process
  - a) NONE
- 7) 1) Approve One Year Renewal of Agreements, and 2) Authorize Mayor and Public Works Director to sign Agreements with CH2M Hill Engineers, Inc., as of December 16, 2015, and April 6, 2016
- 8) Monthly Cash Reports
- 9) Licenses for 2016-2017 (All Licenses Subject to Police Approval):
- 10) Approval of Agenda

**Communications**

**Staff Communications**

Cancellation of & Reissue of Body Worn Cameras RFP – Brad Daniels  
Staff Report – Michael Fuss

**Unfinished Business**

- 1) **Third 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 (POSTPONED Due to Lack of Documents)
- 2) **Third Reading** of Ordinance Annexing and Zoning to RS 6 for 2208 Sunny Ridge Rd for Nathan Pyles
- 3) **Third 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 (POSTPONED Due to Staff's Request)

- 4) Resolution Amending Comprehensive Plan from Employment Center to Low Density Residential and First Reading of Ordinance Annexing and Zoning to RA for a Parcel Split at 1906 S Powerline Road for Mark and Sheri Murray
- 5) First Reading of Ordinance Modifying an Annexation/Zoning Development Agreement Between Patrick Scheffler/Shady Grove, LLC and the City of Nampa, - 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 for Shady Grove Place Subdivision in a RS 7 Zoned Area on the West Side of Chicago Street North of the Elijah Drain for Shady Grove, LLC
- 6) First Reading of Ordinance Annexing and Zoning to RS 7 for Connection to Sewer at 2714 E Amity Avenue for Michael McCarver
- 7) First Reading of Ordinance Annexing and Zoning to RA for Connection to Pressure Irrigation at 80 N Sugar Street for Lori and Victor Cordell
- 8) First Reading of Ordinance Vacating 93.39 Feet of the Five Feet Easements Between 4020 South Raintree Drive & 4102 Draco Court for Matthew Phillips

#### **New Business**

- 1) Resolution Allowing for Disposal of K9 Kennel Unit by Donating to Owyhee County Sheriff's Office
- 2) Authorize Mayor and Public Works Director to Sign Contract with Challenger Companies, Inc. to Construct the Lift Station #3 Upgrades Project
- 3) Authorize Mayor and Public Works Director to Sign Contract with Pavement Specialties of Idaho, Inc. (PSI) to Construct the WWTP Drying Bed & Drying Pad Repairs Project
- 4) Authorize Mayor to Sign Release of Non-Development Agreement for Specified Lots in Sands Pointe Subdivision No. 8
- 5) Authorize "No Parking" Zones on Birch Lane and 11th Avenue North
- 6) First Reading of Ordinance for Irrigation Annexation from Nampa Meridian Irrigation District
- 7) Authorize Summary of Publication for Preceding Ordinance
- 8) First Reading of Ordinance for Irrigation Annexation from Pioneer Irrigation District
- 9) Authorize Summary of Publication for Preceding Ordinance
- 10) First Reading of Ordinance Contracting Boundaries of Nampa Municipal Irrigation District
- 11) Authorize Summary of Publication for Preceding Ordinance
- 12) Authorize Mayor to Sign Task Order With T-O Engineers for Construction Management for Midway Park Phase I
- 13) 1) Declare a Portion of 1710 Middleton Road as Surplus Property, or Not Used for Public Purpose, and 2) Authorize Advertisement of Public Hearing for Sale of Property Via Public Auction
- 14) Authorize Mayor to Sign, 1) Agreement to Waive First Right of Refusal and Terminate Lease with James Davies, 2) Land Lease Agreement with Patricia Nardi, and 3) Memorandum of Lease for Recording Agreement with Patricia Nardi for Lot 2365 at Nampa Municipal Airport
- 15) Authorize Mayor to Sign Second, Five Year Fixed Base Operation Lease Agreement with AvCenter, Inc., for Terminal Building and Operations Area at Nampa Municipal Airport
- 16) Resolution Amending the City of Nampa Records Retention Policy by Adopting the New Legislation
- 17) Authorize the Nampa Police Department to Submit a Grant Application to the Byrne Justice Assistance Grant (JAG) Program of the U.S. Department of Justice
- 18) Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (b) To Consider the Evaluation, Dismissal or Disciplining of, or to Hear Complaints or Charges Brought Against, a Public Officer, Employee, Staff Member or Individual Agent, or Public School Student

#### **Public Hearings**

- 1) Byrne Justice Assistance Grant Application for the Nampa Police Department
- 2) Vacation of Return of Right-of-Way to Nampa Medical Properties, LLP Located at Northeast Corner of Midland Boulevard and Lake Lowell Avenue for Daniel Badger Representing City of Nampa Public Works

- 3) Rezone From Unzoned to IH (Heavy Industrial) for 37.61 Acres and Rezone From Unzoned to IL (Light Industrial) for 24.10 Acres at 100, 212, 300, 310, 360 and 0 W Railroad Street for Daniel Badger Representing City of Nampa Public Works

## Adjourn

## Next Meeting

- ◆ **Regular Council at 6:30 p.m. – Monday, June 20, 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  
May 16, 2016

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

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

**MOVED** by Haverfield and **SECONDED** by Skaug to **approve the Consent Agenda with the above mentioned amendments; Regular Council Minutes of May 2, 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) Franklin Village No. 1 in an RS-6 zoning district at the SE corner of East Cherry Lane and North Franklin Boulevard for Taunton Group representing Franklin Village Development LLC; and authorize the following public hearings: 1) Adoption of the Updated Capital Improvement Plan/Impact Fees for Police, Fire, Parks, and Streets as an amendment to the Nampa Comprehensive Plan; Authorization to Proceed with the Bidding Process: 1) Midland Boulevard and Roosevelt Avenue Intersection Project; 2) Procurement of Laboratory Grade Autoclave Equipment for Environmental Compliance Division; and 2015-2016 Licenses: (all licenses subject to police approval): La Copa, 1524 1st Street North, on-premise beer and liquor; Nampa Elks Lodge #1389, 1116 1st Street South, on-premise beer, wine and liquor; Walgreens #12483, 932 Caldwell Boulevard, off-premise beer and wine; Walgreens #10672, 2219 12th Avenue Road, off-premise beer and wine; Walgreens #05648, 700 12th Avenue South, off-premise beer and wine; Canyon County Co-op, 1415 1st Street South, off-premise beer and wine; Slicks Bar, 525 East Karcher Road, on-premise beer, wine and liquor; Krung Thai Restaurant LLC, 3008 Garrity Boulevard, on-premise beer and wine; Mongolian BBQ, 1123 Caldwell Boulevard, on-premise beer and wine; Club 102 Bar & Grill, 102 11th Avenue North, on-premise beer, wine and liquor; Jalapeno's Bar & Grill, 1921 Caldwell Boulevard, on-premise beer, wine and liquor; Target Store T-2206, 16300 North Marketplace Boulevard, off-premise beer and wine; T.G.I. Fridays, 16225 North Marketplace Boulevard, on-premise beer, wine and liquor; WinCo Foods, 2020 Caldwell Boulevard, off-premise beer and wine; The Woodshed, 817 East Karcher Road, on-premise beer and liquor; Outback Steakhouse, 2011 West Karcher Road, on-premise beer, wine and liquor; The Social Bar & Grill, 306 North Kings Road, on-premise beer, wine and liquor; Chipotle Mexican Grill #2508, 1471 Caldwell Boulevard, on-premise beer and wine; Big Kmart #3189, 1813 Caldwell Boulevard, off-premise beer and wine; Super Pollo Mexican Grill LLC, 1204 12th Avenue South, on-premise beer; Garrity 66, 4423 Garrity Boulevard, off-premise beer and wine; Centennial Golf Course, 2600 Centennial Drive, on-premise beer and wine; Red Hawk Golf Course LLC, 12225 South Hunters Drive, on-premise beer and wine; Italian to Go / Bit of Italy, 122 12 Avenue South, on-premise beer and wine; Northern Light Cinema Grill, 1509 Caldwell Boulevard, on-premise beer and wine; Albertsons #176, 2400 12th Avenue Road, off-premise beer and wine; Albertsons # 1602, 715 12th Avenue South, off-premise beer and wine; The Getaway, 512 12th Avenue Road, on-premise beer, wine and liquor; IOU Sushi II, 2107**

Regular Council  
May 16, 2016

West Cassia Street, on-premise beer and wine; **Sizzler #434**, 501 Caldwell Boulevard, on-premise beer, wine and liquor; **Winger's Restaurant & Alehouse**, 16250 Marketplace Boulevard, on-premise beer, wine and liquor; **The Dewey Restaurant and Lounge**, 113 13th Avenue South, on-premise beer, wine and liquor; **Whiskey River**, 1314 1st Street South, on-premise beer and liquor; **Walmart #2781**, 2100 12th Avenue Road; off-premise beer and wine; **Walmart #3739**, 5875 East Franklin Road, off-premise beer and wine; **Walmart #4180**, 175 South Middleton Road, off-premise beer and wine; **Fred Meyer #226**, 50 2nd Street South, off-premise beer and wine; **Crescent Brewery**, 1521 Front Street, on-premise beer and wine; **Campos on Lonestar**, 135 Lonestar Road, off-premise beer and wine; **Pacific Sushi**, 624 12<sup>th</sup> Avenue South, on-premise beer and wine; **approval of the agenda.**

**MOVED** by Levi and **SECONDED** by Skaug to remove from the consent agenda 6a - **Authorization to Proceed with the Bidding Process: Midland Boulevard and Roosevelt Avenue Intersection Project** and move to new business item #13. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

Gabe Acoboni and Eladia Brown presented information on The Jesse Tree of Idaho. Since 1999, The Jesse Tree has evolved into an established non-profit agency dedicated to preventing homelessness. In the fall of 2000, the City of Boise invited Jesse Tree to administer the Emergency Rent and Mercy Assistance (ERMA) program. Monsignor, JoAnn and the founding members worked closely with the City of Boise and Boise State University School of Social Work to develop guidelines and policies for the ERMA program. In July of 2001, The Jesse Tree of Idaho opened its doors to provide rent assistance to those who qualified.

Monsignor's instruction to those associated with The Jesse Tree was to be merciful to those in need. He encouraged staff and volunteers to listen to the clients as they expressed their needs. We are proud to continue Monsignor's legacy of spreading mercy to those in need.

Since its founding Jesse Tree has provided service to over 6,000 low to extremely low income individuals. These individuals (including their families) have benefitted from being able to stay in their homes and overcome a temporary setback. We are proud to continue to serve those in need in our community!

The Jesse Tree provides a safety net for extremely low to low income persons living in Ada County and Canyon County who are at risk of becoming homeless by providing one-time rent assistance and case management. Clients of our Emergency Rent and Mercy Assistance (ERMA) program are given strategies to develop a positive relationship with their landlords. We also provide referrals and opportunities to help them remain in their current home.

Regular Council  
May 16, 2016

Our program benefits the community by stemming a potential increase in the homeless population. Rent assistance combined with case management has been shown to help most families get back on track and retain self-sufficiency within a few months. Jesse Tree of Idaho enables families to focus not only on regaining financial stability but promotes an example of personal responsibility while providing a more secure and stable educational environment for children. This stability increases the atmosphere for better physical and mental health within the family.

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

**Nampa will be under construction about June 6** – Chip sealing will start, the 6<sup>th</sup> Street North will start, 11<sup>th</sup> Avenue will start and the contract chip sealing for the residential area will start a week before that. You will not be able to go far without seeing a construction sign in North Nampa. The good thing is that construction makes a mess, and in the end we will clean it up and it will be a better place.

**Street Division Chip Sealing Campaign** – The City’s Street Division will begin its annual chip sealing campaign in Zone A on June 6. A press release to notify Nampa citizens, along with a map and list of affected roadways (see Exhibit A), will be published. This information will also be made available on the Street Division’s website. Crews will hang door hangers to notify individual property owners when chipping is to occur on their street. With good weather and a little luck, Street staff hopes to complete chipping, fog sealing, painting and thermoplastic applications by early August.

The chip sealing campaign is part of the Public Works Asset Management Program (see Exhibit B). There are seven (7) asset management zones, A-G, within Nampa city limits, where asset management activities are scheduled on an annual rotating basis. Utilities (water, irrigation, and sewer), Community Development Block Grant (CDBG) pedestrian ramp improvements, Local Improvement District (LID) sidewalk improvements, traffic modifications, and Safe Route to School evaluations and construction are also included in the program. To date, Street crews have completed all seven zones and this year’s campaign begins the next seven year rotation. Staff is pleased to report this program has proven to be an effective way to prioritize limited funding to address the most important capital assets.

**6<sup>th</sup> Street North Roadway Improvement Project** – Transportation funding is a very limited resource; street projects can be impactful but rarely can all desired improvements be made. Sometimes the interest to make a project complete foreshadows the harsh reality of limited funding. It appears the 6<sup>th</sup> Street North Roadway Improvements project falls into this circumstance. Staff had proposed to use other improvement project savings to continue the

Regular Council  
May 16, 2016

rebuild of 6<sup>th</sup> Street North beyond original project limits, from 1<sup>st</sup> Street North to Northside Boulevard. However, in preparing the fiscal year 2017 budget, reality was brought to light that 2016 fiscal year budget project savings from 11<sup>th</sup> Avenue North and 6<sup>th</sup> Street North will be preserved for higher priority needs in the upcoming fiscal year.

**Waterline Break on Midland Boulevard** – Midland Boulevard north of Greenhurst there is a waterline that broke just south of the canal which I believe is the Edwards lateral. It is deeper than our current equipment can reach so we are trying to get a contractor in there and the road will be closed. The first two contractors that were contacted were busy so we are continuing to try and get someone out for the repairs. We do have two customers that are out of service.

**New City Engineer** – Tom Points was hired as the new City Engineer and this is his first day on the job.

**Amity Road Opening** – It looks like we will be opening the rest of the Amity project either it is open right now or it will be open in the morning for all of Amity. We are approximately 6 months ahead of schedule. We will still have cones on the outside lanes due to some landscaping that still needs to be done.

The following Ordinance was ready by title:

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 8142 W. USTICK ROAD, 17535 STAR ROAD, 17547 STAR ROAD, AND THREE PARCELS ADDRESSED MUTUALLY AS 0 STAR ROAD, NAMPA, IDAHO, COMPRISING A TOTAL OF APPROXIMATELY 190.37 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, WITH APPROXIMATELY 5.35 ACRES BEING PART OF THE RS 18 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 18,000 SQUARE FEET) ZONE, 6.61 ACRES BEING PART OF THE RS-12 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 12,000 SQUARE FEET) ZONE, AND APPROXIMATELY 178.41 ACRES BEING PART OF THE RS 8.5 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 8,500 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF

Regular Council  
May 16, 2016

THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Engineering Solutions representing Star Development Inc.)

The Mayor declared this the second reading.

The following Ordinance was ready by title:

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS **2208 SUNNYRIDGE ROAD**, NAMPA, IDAHO, COMPRISING APPROXIMATELY **.66 ACRES**, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE **RS 6** (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 6,000 SQUARE FEET); DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Nathan Pyles)

The Mayor declared this the second reading.

The following Ordinance was ready by title:

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS **820 AND A PORTION OF 1002 N. HAPPY VALLEY ROAD**, NAMPA, IDAHO, COMPRISING APPROXIMATELY **4.536 ACRES**, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE **RMH** (MULTIPLE-FAMILY RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO;

Regular Council  
May 16, 2016

REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Zoke, LLC – Nate Hosac)

The Mayor declared this the second reading.

Mayor Henry presented a request for **clarification on Council decision** concerning **waivers for Britannia Heights**.

Planning and Zoning Assistant Director presented a staff report explaining that Britannia Heights is about two miles east of the City limits and just at the edge of the impact area and the County line. The prior correspondence to your group gave some rationale from the developer as to why they sought the request for approval from the City to go ahead and recommend favorably on their idea of the internal landscaping like the City of Nampa be waived, that curb, gutter and sidewalks be waived and that the City endorse road widths on Amity and Dewey with our current standards.

The City Engineering Division has provided you with a memorandum that said the City Engineering Division is in agreement with all of the requested waivers. In 2006 and then again in 2008 the city at the time sanctioned thru the City Council the requested waivers.

Councilmember Haverfield asked questions concerning moving water over property lines and water detentionment for 100 year storm event.

City Attorney Mark Hilty said that we simply agendized for clarification on the prior decision and for some reason the prior decision didn't address some of the issues you just need to clarify what your position is.

The county is looking for recommendation on the irrigation plan also.

Applicant Jeff Hess presented a report explaining that Britannia Heights' preliminary plat for the remainder of the property owned by Britannia Heights LLC has the same characteristic and similar useable lot sizes as the first phase. We have purposely designed and built the subdivision to allow for a more rural feel and significantly larger lots to allow for outbuildings and RV garages that are not available now in the area. We would like to clarify our design for the road way section for the remainder of the development, in Phase I we designed a road section that included a 4 foot walking lane and concrete ribbon curbing so that drainage of rain water from

Regular Council  
May 16, 2016

the road half section would drain on to our lots and then be retained on each lot by a dam at each lot that keeps the water in a retainage swale to then perk into the landscape area. Our lots are mostly in the larger half to three quarter acres which have larger frontages to handle the retainage area. These areas are controlled by our existing CCR's and to date (almost 10 years) all of the swales have worked without incident. Each lot has significant depth (between 178 and 208 feet) to allow for swale we design in each lot. We believe that this design is a more sustainable method of handling rain runoff in the rural type subdivision we have created. With this design standard we have be able to eliminate the ongoing issues over large detention basins that tend to be neglected and become breeding grounds for mosquitos that cause a nuisance and health issues. We are very proud of the quality of our subdivision and want to continue to the next phases using similar quality and development standards.

As part of the swale design it also brings our landscaping to the roads edge and to date our required landscaping in the CCR's has given us a subdivision that is much more landscaped than most city lot subdivisions. Again the overall design of the subdivision has created a more open rural feel even though it is within minutes of Nampa amenities.

The remaining issue is the difference in the arterial roadway right of ways between Canyon County and the City of Nampa. We have spoken to the Nampa Highway District and they are fine with using the City standard widths for both Dewey Lane and Amity. We ask the Council to agree that its standard be used on these two road sections.

Mark Hilty asked if this has become City Council consistent with the impact agreement request for waivers and that does not set out any particular procedure for how that waiver is given and this has been treated in the past as a new business item. There is not a procedural guidance either clarifying the decision or reconsidering it, I think that they are simply free to make a decision.

Mayor Henry clarified what the applicant was looking for the issue is with the curb and gutters that were required and he is asking for reconsideration on that.

Councilmember White had questions on waiving or deferring.

Councilmembers discussed back and forth about the water retention.

Councilmember Raymond said that the ribbon section could work fine, I would put that off on the Engineering Department to review that and make sure that there is adequate storm drain capacity in the curb and I would be willing to rescind my motion to that effect and have the Engineering Department review it to make sure that it has the capacity otherwise it needs to have curb and gutter and a drain swale with the appropriate storm event.

Regular Council  
May 16, 2016

Councilmember Raymond asked the City Attorney if there are any teeth in this recommendation to the County.

Mark Hilty said because this process of waiving the requirements is unguided, and I want to make sure the direction that you are going. You are okay with a ribbon curb and storm water retention on each of the individual lots provided that there is some engineering analysis that the capacity on the individual lots is sufficient. (Yes.) I think what you could do is make the waiver contingent upon a finding by the Engineering Department that the way that this is designed is sufficient for such retention. My understandings of the ordinances that apply for the impact area require construction consistent with City standards unless those City standards are waived.

Mayor Henry said that he was a little uncomfortable with having the Engineering Department to make a determination on stuff outside of the City that it meets a standard to what?

**MOVED** by Skaug and **SECONDED** by Haverfield to grant the developer's request that the City recommend to the Nampa Highway District the use of the City's Transportation Master Plan right of way widths for Amity and Dewey. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

**MOTION CARRIED**

**MOVED** by Skaug and **SECONDED** by White to approve the irrigation plan as presented. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

**MOTION CARRIED**

**MOVED** by Skaug and **SECONDED** by Haverfield to supersede our previous decision at the last meeting and authorize the deferral of street lights and sidewalk and waive the landscaping, curb and gutter and retention basin for this development.

Councilmembers and the Mayor asked questions concerning the deferral of the street lights, sidewalks and landscaping.

**MOVED** by Skaug and **SECONDED** by Haverfield to defer the street lights and waive the landscaping. The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

**MOTION CARRIED**

Mayor Henry opened a **public hearing** for a **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** for **Mark and Sheri Murray**.

Regular Council  
May 16, 2016

Sheri Murray, 1906 South Powerline Road presented the request.

Robert Hobbs presented a staff report explaining that the action requested was comprehensive plan future land use map amendment from employment center to low density residential and annexation and zoning to RA at 1906 South Powerline Road for Mark and Sheri Murray.

In the 2010 Idaho Legislative session, House Bill no. 608 was signed into law. This law provides that changes to a comprehensive plan land use map may be recommended by a Planning & Zoning Commission at any time, unless the local governing board has established by Resolution a minimum interval between requested amendments not to exceed six months.

More important to this matter, **the two criteria that used to found in state law to guide the Commission and Council in determining whether to allow the modification or not are [now] absent from the same and from City ordinance(s).** Thus, approving or not a requested comprehensive plan change/amendment becomes a purely subjective matter and decision on the part of a City like Nampa. In our case, Staff has been suggested that both the Commission and Council still give some consideration as to whether the area around a property under review for a Comprehensive Plan amendment is in flux and/or whether an error of some kind was made in the original Plan or on its associated Future Land Use Map that the current proposal would be fixing – or that an update to the same is warranted.

As to the matter made the subject of this report, the Property is currently nestled in an “Employment Center” setting in Canyon County’s jurisdiction while being an “enclaved” parcel. Changing the Comprehensive Plan Future Land Use Map’s setting of “Employment Center” to “Low Density Residential” as requested would better acknowledge the current land use of the Property and surrounds, and provide a more realistic future development setting than the current Employment Center setting. Staff is of the opinion that the Comprehensive Plan’s Future Land Use Map’s assignment of the “Employment Center” setting on the Property is, after in a manner, equivalent to an error in the Plan.

Were the City to ultimately assign a residential setting to the Property and later to its surrounds, such a setting would provide the undergirding support to residential zones to be assigned to the land in question upon future, voluntary annexation. This, we believe, would be in care and keeping with both what current land uses occupy the area, would dovetail with City zones currently assigned to other lands nearby the Property, and, would support those land uses Staff believes would be proposed to be built out on ground in the area by future developers. Such harmonization between actual, existing land use of the Property, surrounding land uses, a revised Comprehensive Plan Map callout for the Property and surrounding area, and, use of City zones in care and keeping with the Comprehensive Plan

Regular Council  
May 16, 2016

Map would be considered, per industry practice and court decree, appropriate (i.e., needful/desirable/sustainable).

The impetus for this application package stems from the Applicants' desire to split their property as County regulations will not allow for the parcel sizes contemplated by the split (i.e., for the new parcel and "remnant" parcel) as currently the County has Ag zoning superimposed on the Property (see Applicant's narrative hereto attached). Staff has already provided correspondence relative to the animals intended to be kept on the two properties post annexation that will vouchsafe their legal, non-conforming ("grandfathered") right to be on the Property in the event the same is brought into the incorporated limits of the City of Nampa.

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 APPROXIMATELY 4.683 ACRES OF LAND REQUESTED TO BE ANNEXED):**

**Zoning: Regarding Applicant's Proposed/Desired Annexation and Zoning Assignment Request (to RA) Staff finds:**

1. **Surrounding Zoning:** That County land currently adjoins the Property to the north, east, south and west; an area of City RS 6 zoning abuts the northwest corner of the Property (see attached Vicinity Map); and,
2. **Immediately Surrounding Land Uses:** Generally: On all sides rural residential with a single-family residential subdivision to the northwest of the Property and a cemetery to the southeast (RS 22 zoned land); and,
3. **Connectivity of Property to City:** That the Property is eligible for consideration for annexation; it abuts City land at its northwest corner; and,
4. **Proposed Zoning:** That the RA district is Nampa's "suburban residential" zone, requiring 30,000 sq. ft. minimum lot sizes (about  $\frac{3}{4}$  of an acre) and constrains land use to housing and light agricultural uses for the most part. Given the Property's historic use, proposed split and use of the new parcel, and, the activities/nature of uses/properties

surrounding the Applicants' Property, Staff believes RA zoning to be a "good fit" for the Property; and,

5. **Reasonable:** That it may be variously argued that consideration for annexing and zoning the Property is reasonable given that: a) the City has received an application to annex the Property and amend its official zoning map by the Property owner; and, b) annexation and zoning is a legally recognized legislative and quasi-judicial act long sanctioned under American administrative law; and, c) within the City of Nampa, annexing and zoning assignment is a long standing (and code sanctioned) practice; and, d) other lands in the vicinity of the Property have been added to the City via annexation with zoning assigned at time of their incorporation; and, e) the Property is eligible by law for annexation and zoning assignment; and, f) that the Applicant intends to further use of the Property (and a newly contemplated parcel to be split therefrom) in care and keeping with past practice and comparable to the land use employed by adjoining property owners; and, g) City utility services are available to the Property; and, h) emergency services are available to the Property; and,
6. **Public Interest:** That Nampa has determined that it is in the public interest to provide varying residential development opportunities and diverse residential property and housing types. 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,
7. **Promotion of Zoning Purpose(s):** That among the general (and Nampa endorsed) purposes of zoning is to promote orderly, systematic development and patterns thereof which preserve and/or enhance public health, safety and welfare. Included in our residential zoning regulations, therefore, are standards governing residential development which appertain to allowable land uses, building setbacks, building heights, provision of parking and service drives or driveways, property landscaping, etc. We find that this application proposes a basic, code compliant development plan – varying details of the same will be, in the future, addressed through the building permit review processes subsequent to any zoning land entitlement; and,
8. **Comprehensive Plan:** That the adopted Comprehensive Plan designates the Property as being suitable for [an] "Employment Center" development (see attached Comprehensive Plan Map copy). Such a setting was expectedly superimposed to encourage development of the area around the Property into a mixed use (primarily light commercial) activity area. Again, the Applicants have submitted a request to change the Comprehensive Plan designation for the Property. Staff believes such a request to be logical given the less than ideal conditions associated with trying to foster commercial development of the

Regular Council  
May 16, 2016

Property and its surrounds, the veritable constraints associated with the rights-of-way providing access/connectivity to/from the Property to other City locales (i.e., due to road speeds, road sections' distance to main arterials, underdeveloped right-of-way, spot placement of the Employment Center setting, etc.) and the presence of pre-existing development (primarily residential) scattered unevenly in the vicinity of, and surrounding, the Property; and,

9. **Services:** That utility and emergency services are, or can be made, available to the Property...

In summary, the Property may be zoned RA, but nothing forces the Council to do so as it acts in its quasi-judicial capacity to decide on the proper land use zone/district to assign to the Property. Given the findings noted above, however, RA zoning is certainly an "entertainable" zone and recommend for imposition...

**Public/Agency/City Department Comments:** Any correspondence from agencies or the citizenry regarding this application package [received by noon May 11, 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.

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 Skaug to approve the **Comprehensive Plan Amendment Future Land Use Map Amendment** from *Employment Center* to *Low Density Residential*, and authorize the City Attorney to draw the appropriate Resolution and **annexation and zoning** to RA for a parcel split at **1906 South Powerline Road** for **Mark and Sheri Murray** and authorize the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

Mayor Henry opened a **public hearing** for a **modification of annexation/zoning development agreement** between Patrick Scheffler/Shady Grove, LLC and the City of Nampa, - 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 for Shady Grove Place Subdivision in a RS 7 Zoned Area on the West Side of Chicago Street North of the Elijah Drain for Shady Grove, LLC.

Regular Council  
May 16, 2016

Patrick Scheffler, 1450 East Watertower Street, Suite 130, Meridian presented the request.

Councilmember Haverfield asked questions of the applicant.

Robert Hobbs presented a staff report explaining that the request is for modification of annexation and zoning development agreement(Ordinance no. 3695), between Patrick Scheffler and the City of Nampa, recorded as Instrument Nos. 2007032293 and 2010003327 (to correct the legal description) by amending Exhibit “B” thereof in order to incorporate an amended preliminary plat into the Agreement, by amending “Exhibit C Conditions of Approval” by deleting conditions 2 and 5 regarding the trunk sewer line and the required minimum dwelling size.

Appertaining to 8.70 acres of property located in a portion of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 35, T3N, R2W, Boise Meridian, Canyon County, Nampa and positioned in the 1200 block (west side) of Chicago Street within a RS 7 (Single-Family Residential, 7,000 sq. ft. min. lot size) Zone (hereinafter the “Property”)...

**Note:** As the Development Agreement Modification request is purposed to allow design amendment of a previously approved plat, this report includes comments and findings provided to the Commission in April that are specific to the plat itself so that Council may better understand the nature and measure of code compliance of this application.

**History:** Application for annexation and preliminary plat approval for Shady Grove Subdivision was originally submitted in the fall of 2006 and entitled in 2007. The original annexation approval coupled a Development Agreement to the ordinance that brought the Applicant’s land into the incorporated limits of the City. Hindrance to the development of the Property arose from the provision of sewer service to the same and the downturn of the market in 2008. Applicant is now ready to move forward with development (but under slightly different terms if approved) and the sewer issue is resolved – hence this new application package. Applicant’s representative’s project narrative provides an explanation of, and justification(s) for, their request.

The Nampa City Planning and Zoning Commission, during their regularly scheduled public hearing of April 12, 2016, after receiving testimony and reviewing your application, voted to recommend to the City Council that they approve the above referenced Development Agreement Modification request. Subsequently, the Commission voted to approve the above referenced preliminary plat approval request.

Regular Council  
May 16, 2016

The Commission made their recommendation and plat decision contingent on Developer/Development 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, etc.) as the entitlements granted by virtue of the City’s approvals of the requested Development Agreement Modification(s) do not, and shall not have, the effect of abrogating requirements from those agencies in connection with [re]entitlement of the Property; and,

Specifically:

2. That the Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement with the City of Nampa. The Agreement(s) shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant’s request for the Property plat development plan be reconfigured [still to be used for residential housing development in a RS 7 Zone] versus its original entitlement(s). Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this application submittal as ultimately accepted, or accepted with required changes, by the City’s Council. (In conjunction with this condition, the Commission recommended that Lots 8-15 of Block 1 of the Development be limited to having only one-story homes [built] thereon.)

As pertaining to the request for Amended/Revised Preliminary Plat Approval:

Generally:

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

Specifically:

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

Regular Council  
May 16, 2016

- a. Developer/Development shall comply with the requirement(s) listed in the City Engineering GIS Section's one (1) page memorandum dated March 21, 2016 (copy hereto attached authored by Amanda Morse); and,
  - b. Developer/Development shall comply with the requirement(s) listed in the City Forester's one (1) page email printout (copy hereto attached) dated April 01, 2016 authored by Tanya Gaona; and,
  - c. Developer/Development shall comply with the requirement(s) listed in the Nampa and Meridian Irrigation District's one (1) page letter (copy hereto attached) dated March 29, 2016 authored by Greg Curtis; and,
3. The water system for the Development shall be completely installed and able to deliver water prior to any Building Permits being issued within the development. The water shall be sufficient in volume and pressure to provide sufficient adequate fire suppression for the Development in accordance with Fire Department policy or International Fire Code requirements as applicable; and,
4. Developer's engineer shall correct any spelling, grammar, punctuation and/or and numbering errors that may be evident on the Plat face and/or in the proposed Plat development notes and include said corrections in a revised preliminary Plat. Such corrections/additions shall include, but not be limited to, the following:
- a. Within the plat notes section, add a note as follows: "Building lots below 7,000 sq. ft. in size are City approved based on provisions, restrictions, and conditions cited in N.C.C. § 10-27-4.A.3. and in conjunction with Shady Grove Subdivision"; and,
  - b. Inscribe upon on Lots 12-16 & 28-29 of Block 1 a reference back to the new plat note created in conformance with approval condition 4.a. above to facilitate identification of building lots affected by N.C.C. § 10-27-4.A.3; and,
5. Any exceptions to City adopted subdivision design standards (e.g., common driveway lot usage count & easement dimensions) shall/will require separate design [exception] approval from the City Engineer or City Council as appropriate..."

After the Commission meeting, on April 25, the Applicant submitted to Staff a letter intended for Council consideration asking for a redaction in one of the Commission's recommended conditions as it relates to the proposed Development Agreement Modification. A copy of that letter is hereafter attached (see pages 13-15).

Regular Council  
May 16, 2016

## Development Agreement Modification

Criteria to guide the Council in making, a determination/decision whether to allow a Development Agreement Modification as sought by an applicant are absent from state statute or City ordinance. Thus, approving or not in this instance this application becomes a purely subjective matter/decision on the part of the City in reaction to this contract modification application coming now before you/them. Hereafter attached is a copy of Ordinance 3695 (Instrument Nos. 2007032293 & 2010003327).

The parts of the Agreement associated with the revised Project that are proposed for modification are, expectedly in this instance, language in the RECITALS Section and substitution of exhibits of the [original] Agreement (to include a new plat plan), and the language of the Conditions of Approval (Exhibit C). *A copy of the original Agreement is hereto attached along with the Applicant's newly proposed plat plan and application narrative letter to explain the changes to the original Agreement they are seeking and why.* Staff has prepared a draft Development Agreement Modification document for Council's review, a copy of which is hereto attached. *The draft does not include the Commission's recommended condition regarding building height maximums for single-family Lots 12-16 and 28-29, but that condition may be added into the Agreement if the Council so chooses.*

**Public/Agency/City Department Comments Regarding Proposed DA Mod.:** Any correspondence from City departments, outside agencies or the citizenry regarding this application package – specifically regarding the DA Modification request -- is hereafter attached. No opposition or support statements have been, to date (May 11, 2016), received respecting this matter.

### Recommended Condition(s) of Approval

Should the City Council vote to approve the requested Project related Development Agreement Modification(s) as desired by the Applicant, then Staff would recommend that the Council consider imposing the following Conditions of Approval on/to the Project/Applicant:

#### **I. As pertaining to the request for **Development Agreement Modification Approval:****

##### **Generally:**

1. Applicant(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions, etc.) as the entitlements granted by virtue of the City's approvals of the requested Development Agreement Modification(s) do not, and

Regular Council  
May 16, 2016

shall not have, the effect of abrogating requirements from those agencies in connection with [re]entitlement of the Property; and,

**Specifically:**

2. That the Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement with the City of Nampa. The Agreement(s) shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant's request for the Property plat development plan be reconfigured [still to be used for residential housing development in a RS 7 Zone] versus its original entitlement(s). Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this application submittal as ultimately accepted, or accepted with required changes, by the City's Council...

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

**MOVED** by White 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 Skaug and **SECONDED** by Raymond to approve **modification of annexation/zoning development agreement** between Patrick Scheffler/Shady Grove, LLC and the City of Nampa, - 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 for Shady Grove Place Subdivision in a RS 7 Zoned Area on the West Side of Chicago Street North of the Elijah Drain for Shady Grove, LLC with conditions from staff and that lot 10 be limited to a single story and authorize the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with Councilmembers Levi, White, Bruner, Raymond, and Skaug voting **YES**. Councilmember Haverfield voted **NO**. The Mayor declared the **MOTION CARRIED**

Mayor Henry opened a **public hearing** for an **annexation and zoning** to RS 7 for connection to sewer at **2714 East Amity Avenue** for **Michael McCarver**.

The applicant was not in attendance of the meeting.

Planning and Zoning Director Norm presented a staff report explaining that the request is for annexation and zoning to RS-7 for approximately .386 acres or 16,814 square foot lot located at

Regular Council  
May 16, 2016

2714 East Amity Avenue for Michael McCarver. The purpose of the annexation is to connect to city water and sewer services.

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 City Council votes to accept the Planning & Zoning Commission recommendation the following findings are suggested:

1. The requested annexation is a small part of a 13-parcel 23.59 acre enclaved area along the north side of E Amity Ave.
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 desires annexation in order to be eligible to connect the property to city water and sewer service.

Recommended Conditions of approval

Staff recommends approval of the Annexation and Zoning to the Planning & Zoning Commission and City Council with no conditions attached. The applicant has financed his connection fees through the City’s Connection Fee LID program.

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

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

**MOVED** by Haverfield and **SECONDED** by Levi to **approve the annexation and zoning to RS 7 for connection to sewer at 2714 East Amity Avenue for Michael McCarver** and authorize the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the **MOTION CARRIED**

Regular Council  
May 16, 2016

Mayor Henry opened a **public hearing** for an **annexation and zoning** to RA for connection to pressure irrigation at **80 North Sugar Street** for **Lori and Victor Cordell**.

The applicant was not in attendance of the meeting.

Norm Holm presented a staff report explaining that the request is for annexation and zoning to RA for .772 acres or 33,635 square foot located at 80 North Sugar Street for Lori and Victor Cordell. The applicant wants to annex for connection to City pressurized irrigation.

From a land use standpoint the location is shown on the comprehensive plan “future land use map” as being compatible with the zoning that has been requested. If the Planning & Zoning Commission votes to recommend to the City Council approval of this request the following findings are suggested:

5. The requested annexation is a small part of a 3-parcel 2.54 acre enclaved area along the east side of N Sugar St.
6. 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.
7. 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.
8. The property owner desires annexation in order to be eligible to connect the property to city irrigation service.

#### Recommended Conditions of Approval

If the City Council votes accept the Planning & Zoning Commission recommendation for approval the following Engineering Division required conditions are recommended to be attached:

- 1) Annexation into the Municipal Pressure Irrigation System is required. Owner will sign consent form to be annexed into the Municipal Pressure Irrigation System.
- 2) Owner to dedicate 15-feet of right-of-way for future widening of Sugar Street.
- 3) Pay or arrange to pay hook-up fees prior to connection.

Regular Council  
May 16, 2016

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

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

**MOTION CARRIED**

**MOVED** by Raymond and **SECONDED** by Haverfield to **approve the annexation and zoning to RA for connection to pressure irrigation at 80 North Sugar Street for Lori and Victor Cordell** and authorize the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

**MOTION CARRIED**

Mayor Henry opened a **public hearing** for a **vacation** of 93.39 feet of the five foot **easement** on the north and south side of the property line between **4020 South Raintree Drive and 4102 Draco Court**. The applicant has requested the vacation of easement in order to combine lots 1 and 2 and eliminate the lot line between the two within an RS-7 zone for **Mathew Phillips**.

The applicant was not present at the meeting.

Norm Holm presented a staff report explaining that the request is for a Vacation of the two 5-foot drainage easements common to the lot line between Lots 1 & 2, Block 3 of Crystal Cove Subdivision. To allow one single family dwelling to be built overlapping both lots. The applicant will remove the common lot line to combine both lots into one located at 4020 South Raintree Drive and 4102 South Draco Court for Mathew Phillips representing Danny Nelson.

**Planning & Zoning History:** The subject property was originally platted as two single family residential lots. The applicant proposes to combine the lots into one to build one single family dwelling thereon requiring the vacation of the two 5-foot drainage easements common to the lot line between the two lots.

**Public Utilities:** No City maintained or other public utilities exist within the easement areas proposed for vacation.

**Environmental:** Approval of the vacation will have no effect on the immediate neighborhood, other than allowing the two lots to be combined and the easements eliminated.

Regular Council  
May 16, 2016

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

Staff Finding and Discussion

Planning staff sees no reason why the requested easement vacations should not be approved as requested. The easements proposed for vacation are not needed for any public purposes following the combining of the two lots into one.

Recommended Approval Conditions

The Engineering Division does not oppose the granting of the easement vacation, but requests the following conditions:

- Owner provides City with a copy of the recorded record of survey/lot line adjustment. To be attached to the building permits application.
- Building permit to not be issued until the easement is approved by Council.

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

**MOVED** by 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 Bruner and **SECONDED** by Levi to **approve the vacation** of 93.39 feet of the five foot **easement** on the north and south side of the property line between **4020 South Raintree Drive and 4102 Draco Court**. The applicant has requested the vacation of easement in order to combine lots 1 and 2 and eliminate the lot line between the two within an RS-7 zone for **Mathew Phillips** and authorize the City Attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for an **extension of the Area of City Impact Boundary** and consideration of **swapping** part of the current **Area of City Impact Boundary** with the City of Caldwell.

Planner II Karla Nelson presented the following staff report:

Regular Council  
May 16, 2016

**HISTORY** - The City of Nampa and Canyon County originally agreed upon an Area of City Impact and governing ordinance in 1979. At that time the boundary was based on state standards of a rough one-mile zone around city limits. The map boundary was adjusted in 1995, 2000 and most recently in 2005.

The proposed expansion areas identified as Area 5 and 6 on the attached map have been contemplated for several years. The City of Nampa and Caldwell began to negotiate an appropriate division of the open land between the cities in 2005. Both Nampa and Caldwell City Councils subsequently accepted the division as shown and held initial public hearings in 2008 and 2009. While the cities of Nampa and Caldwell approved the proposed changes, the expansion request never completed the full public hearing process and consequently was not adopted.

Starting in the summer of 2015 staff from the Cities of Nampa and Caldwell along with Canyon County met to reconfirm the boundary expansion areas. During these meetings several areas were identified in the existing Area of Impact boundary that either split parcels or could be better served by the opposite city. Nampa and Caldwell City Councils and Canyon County Board of Commissioners all voted to proceed with the public hearing process for the expansion and swap areas identified in the attached map.

**Area of City Impact Definition** - The Area of City Impact is designed to address planning concerns associated with growth on the fringes of incorporated cities.

It is important that Nampa plans for growth outside of its current corporate boundaries. The aim of the Area of City Impact is to avoid difficulties that can result from lack of coordination and resulting inappropriate development in areas that in the future may become part of Nampa.

Nampa's current proposal is to update its Area of Impact boundary at locations around the community where growth is likely and where future public utilities can efficiently provide service.

**APPLICABLE REGULATION** - Idaho State legislators mandated that cities and counties create Areas of City Impact in 1975 as a planning tool to help provide for orderly growth on the urban fringe. Area of City Impact regulations are outlined in Idaho Statute 67-6526. The Area of City Impact is established by negotiations between city and county officials. These negotiations result in two ordinances, one establishing the area of city impact map and one setting forth the comprehensive plan, zoning and subdivision regulations that will apply to the area and is referred to as the agreement ordinance. The current proposal before City Council is to amend the map boundary ordinance.

Regular Council  
May 16, 2016

**Map Boundary Ordinance** - Cities and counties are to adopt by ordinance, a map, identifying an Area of City Impact within the unincorporated area of the county. Boundaries are to be defined through consideration of various factors, including trade areas, geographic factors; and areas that can reasonably be expected to become a part of the city in the future.

Trade considerations include residents' patterns of shopping, employment, schools attendance and use of transportation facilities.

Geographic factors might include topographic features like hills, roads, waterways, soil suitability, and existing and future land use considerations.

Reasonable expectation for future annexation includes areas where the city can provide urban services within a reasonable time (these include services such as police, fire, water, sewer, parks, and road maintenance, etc.).

**Agreement Ordinance** - Once an Impact Area boundary is agreed upon, the city and county are required by law to apply to the Impact Area either the city comprehensive plan and zoning ordinances, or the county comprehensive plan and zoning ordinances or a combination of the two. The authority to make planning and zoning and other decisions may rest with either jurisdiction or both.

The agreement ordinance between Nampa and Canyon County currently set forth in Ordinance # 05-014 is not proposed to change at this time.

## **PROPOSED BOUNDARY AMENDMENTS**

The Nampa Area of City Impact boundary expansion areas to be considered include:

### **AREA 5 (Described as Area 6 in Nampa Planning and Zoning Public Hearing)**

The City of Nampa and Canyon County Planning and Zoning Commissions recommend removal of Area 5 from the proposed Area of City Impact expansion. The comprehensive plan designates Area 5 as agricultural and consequently population density increases are not envisioned. Agricultural land uses that are not facing development pressure have minimal impact on the city. In addition, residents of Area 5 expressed strong opposition to being included in the Area of City Impact.

There are a number of reasons why Area 5 was initially included in the proposed expansion. The current city boundary touches Area 5 in three locations. As a result, if there is future development pressure, Area 5 property owners will turn to the city of Nampa for development

Regular Council  
May 16, 2016

entitlements and services. The area was planned for in the 2035 comprehensive plan and various city master plans. In addition, 6 parcels in Area 5 are partially in the City of Nampa Area of Impact which could create future confusion for property owners and local government entities. Despite valid reasons for inclusion, planning staff supports the Planning and Zoning Commission's recommendation with the expectation that Area 5 will remain agricultural.

**BEGINNING** at the intersection of Karcher Road and Midway Road thence heading south to West Greenhurst Road;  
Thence west along the northerly boundary of the Deer Flat National Wildlife Refuge, to a point;  
Thence north along the boundary of said Refuge to Iowa Avenue;  
Thence westerly along the boundary of said Refuge to a point;  
Thence continuing along the boundary of said Refuge in a northwesterly direction to Lake Avenue;  
Thence north on Lake Avenue to Roosevelt Avenue;  
Thence west on Roosevelt Avenue and following the northerly boundary of said Refuge, to a point approximately ¼ mile west of South Indiana Avenue;  
Thence north along the boundary of said Refuge to the westerly projected alignment of Lone Star Road;  
Thence east to Lake Avenue;  
Thence north to Orchard Avenue;  
Thence east to the intersection of Orchard Avenue and the Upper Embankment Drain;  
Thence northerly along the Upper Embankment Drain to the southeast corner of Canyon View Estates;  
Thence east to the Stone Lateral;  
Thence northerly along the Stone Lateral to Karcher Road;  
Thence east along Karcher Road to the **POINT OF BEGINNING**.  
Containing 3.62 square miles more or less.

**AREA 6 (described as Area 5 in Nampa Planning and Zoning Public Hearing)**

Proposed expansion Area 6 has been considered for many years. The boundary was negotiated with Canyon County starting in 2005. In some locations annexation has already occurred. Nampa Planning and Zoning Commission and Canyon County Planning and Zoning Commission both recommend that the portion of Area 6 south of Roosevelt Avenue be removed from the Area of Impact expansion. Similar to Area 5, Area 6 south of Roosevelt Avenue has an agricultural future land use designation and residents have expressed a strong opposition to being included in the Area of Impact.

**BEGINNING** at the intersection of Greenhurst Road and South Middleton Road thence heading south along South Middleton Road to the Thacker Lateral;

Regular Council  
May 16, 2016

Thence in a southeast direction along the Thacker Lateral to South Midland Boulevard;  
Thence south along South Midland Boulevard to the intersection of West Locust Lane;  
Thence in a southeast direction to a point where Tio Lane and the projected alignment of Ruth Lane intersect;  
Thence east approximately ½ mile to a point on the projected alignment of South Canyon Street;  
Thence south to the northeast corner of the Deer Flat National Wildlife Refuge;  
Thence meandering in a northwesterly direction along the northerly boundary of said Refuge to Coyote Cove Road;  
Thence north along Coyote Cove Road to Greenhurst Road;  
Thence east along Greenhurst Road to the **POINT OF BEGINNING**.  
Containing 1.24 square miles more or less.

The City of Nampa Planning and Zoning Commission and Canyon County Planning and Zoning Commission recommend approval of all proposed swap areas. The **Nampa Area of City Impact swap** locations for consideration include:

#### **AREA 1**

Area 1 is proposed to swap from Caldwell's Area of City Impact to Nampa's Area of City Impact. The current boundary splits a parcel. The parcel is in Nampa's industrial Urban Renewal area.

Northern part of Parcel R3436100000 addressed 9792 Ustick Road.  
Containing 36 acres more or less.

#### **AREA 2A**

Area 2A is proposed to swap from Caldwell's Area of City Impact to Nampa's Area of City Impact. The existing boundary splits parcels and places some of Nampa's Urban Renewal Area in Caldwell's Impact Area.

**BEGINNING** at the intersection of Middleton Road and Laster Lane thence heading south along Middleton Road to Interstate 84;  
Thence northwest along 184 Right of Way to the southwest corner of Parcel R3088401000;  
Thence north and east along the boundary of Parcel R3088401000 to the **POINT OF BEGINNING**.  
Containing 26 acres more or less.

#### **AREA 2B**

Regular Council  
May 16, 2016

Area 2B is proposed to swap from Nampa's Area of City Impact to Caldwell's Area of City Impact. The existing boundary splits parcels.

**(BEGINNING** at the intersection of I84 and N. Middleton Road thence heading south along N. Middleton Road to the intersection N. Middleton Road and Chacartegui Lane;  
Thence west along the southern boundary of parcel R3089000000;  
Thence continuing west along the southern boundary of parcel R2034400000;  
Thence northwest along the southwest boundary of parcels R2034400000 and R2034300000 to Hoffman Lane;  
Thence north along Hoffman Lane to the northern boundary of railroad Right of Way;  
Thence in a northeast direction to the northern boundary of I84 right of way;  
Thence east to the **POINT OF BEGINNING**.  
Containing 64 acres more or less.

### **AREA 3**

Area 3 is proposed to swap from Nampa's Area of City Impact to Caldwell's. The area can be served by Caldwell and helps to balance acreage between the cities.

Parcel R30970000 located at the southeast corner of Midway Road and E. Homedale Road.  
Containing 39 acres more or less.

### **AREA 4**

Area 4 is proposed to swap from Caldwell's Area of City Impact to Nampa's Area of City Impact. The area has already been annexed into the city of Nampa. This action will correct the Area of Impact map.

Parcels R3279600000, R3279701000, R3279700000 on the southwest corner of Karcher Road and Midway Road.  
Containing 33.5 acres more or less.

**(See Map for Reference)**

**Findings:** The national housing boom and in-migration that began in the late 1990s and continued through 2006 had a dramatic effect on Nampa. In 2005 the Area of Impact boundary was extended to deal with this growth. In 2008 the housing market slowed substantially. Despite slower growth, city boundaries have still expanded to reach the Impact Area boundary in several locations. Since 2005, when the Area of Impact was last adjusted, city population increased 19% from 72,211 to 89,210 in 2015. The proposed Impact Area expansions will

Regular Council  
May 16, 2016

allows Nampa to thoroughly plan for areas that reasonably can be expected to become part of the city in the future.

The proposed impact area expansion has concerned some property owners who do not want to be annexed. Several factors should help to alleviate these concerns. First, it remains city of Nampa policy to not use forced annexation. It is assumed that the Area of City Impact will eventually become city however the timeframe is not specified in Idaho code. There are properties that were brought into Nampa's Area of Impact in 1995 that are still far from city boundaries. Annexation occurs through property owner request or a need for city services. There are separate state laws that govern annexation and annexation can occur regardless of a properties inclusion in the Area of City Impact. Furthermore, properties can only annex if they are directly adjacent to the city boundary.

The impact area does not affect property taxation or current services. The impact area does provide property owners reassurance that utilities and other city services will likely be accessible to them in the future.

State planning law requires that three factors be considered when defining an impact area. Nampa has considered each factor.

Trade considerations - Residents living within the proposed impact area expansion come into Nampa to shop, attend school, receive medical care, work and to conduct business.

Geographic factors - Geography of the proposed expansion area has played a major role in determining the appropriate boundary. Nampa has conducted extensive analysis of the area through the Sewer Master Plan, Water and Irrigation Master Plan, Transportation Plan, and a Demographic Forecast and Land Use Analysis. Each study has indicated Nampa as the most suitable service provider for this area.

Development potential - The population and job forecast for the expansion areas is detailed in a memo from COMPASS dated March 8, 2016. The 2015 household estimate is 240 and is expected to be 1,375 by 2040. Jobs are also expected to increase dramatically from 258 to 1,795. Over the same time, total population for the existing impact area is expected to increase from 104,990 today to 160,886 in 2040.

Forecasted population growth will increase density in the expansion areas. Utilities will be needed and private development will continue to seek annexation in order to obtain those services. No other municipality will likely be able to provide the services demanded by population growth. It is reasonable to conclude that the expansion area will be a part of Nampa in the future.

Regular Council  
May 16, 2016

---

**DECISION** - Nampa City Council should decide whether to approve the proposed expansion and swap areas as recommended by Nampa Planning and Zoning Commission. If the City Council decision is substantially different than the Planning and Zoning Commission recommendation then the matter will need to go back to the Planning and Zoning Commission. The changes will be final after they are approved by the Canyon County Board of Commissioners.

Councilmembers asked about the excluded areas on the numbering and on if the area that are out of the impact area can be annexed into the City.

Those appearing in favor of the request were: Patricia Nilsson, Canyon County; Brian Billingway, Caldwell.

Those appearing in opposition to the request were: Ken Feaster-Eytchison, 11349 Greenhurst Road; ; Laurel Gormson, 15951 Midway Road; Jim Dux, 13333 Lone Star Road also presented a petition to the City Attorney who then gave to Clerk; Rick Youngblood, 12612 Smith Avenue; Gary Blecha, 12502 Smith Avenue; Chris Taylor, 12258 Smith Avenue; Howard Henning, 11110 Coyote Cove Road also presented a petitions to the City Attorney who then gave to Clerk; Dustin Dutcher, 11425 Greenhurst Road; Jody Nelson, 11293 Greenhurst Road; Ginette Lanto, 11152 Coyote Cove; Thelma and Hans Kretz, 11449 Greenhurst Road; Kathy and Bill Deakins, 11882 Nez Perce Road; David and Anne Martin, 11255 Greenhurst Road; Jessica Anno, 11903 Nez Perce Road; Lois Marshall, 11101 West Greenhurst Road; Patricia Dennis, 12657 Memory Lane.

**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**

Councilmember Haverfield asked questions about what area the park was in.

Councilmember Bruner asked questions about if the City of Nampa does not put the area in the impact area what is stopping Caldwell from adjusting their impact area.

Councilmember White made comments.

Councilmember Raymond asked questions on the Canyon County area or the City impact area. He also talked about the City of forcing annexation.

Regular Council  
May 16, 2016

**MOVED** by Haverfield and **SECONDED** by Skaug to allow the swap of areas 1 thru 4 eliminating the balance of area 5 as requested by those here except for the area immediately where our Midway park is located, the balance of area 6 would again be part of the motion that was recommended to us by the Planning and Zoning Commission. The Mayor asked for a roll call vote with Councilmembers Levi, White, Raymond, Skaug, and Haverfield voting YES. Councilmember Bruner voted NO. 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 DESTRUCTION OF CERTAIN CITY RECORDS. (Parks)

**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 21-2016 and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request for discussion on selling downtown open-air parking lots.

Mayor Henry presented a staff report explaining that we have had interest in our parking lots downtown, every year at budget time we try to figure out who is going to maintain what and we decided that we are not going to spend the money to maintain them.

We have a parking garage that is under-utilized and I would like to begin the discussions to sell some of the downtown open air parking lots.

Mayor asked the City Attorney if Council could vote to start the process.

Mark Hilty said that Council can vote on the item.

Councilmember Haverfield had some questions on the Third Street parking lot due to the library employees parking there.

Councilmember Skaug made the comment that he is in favor of starting the process of sale of parking lots.

Councilmember Levi had questions on the people that are leasing the lots.

Regular Council  
May 16, 2016

**MOVED** by Bruner and **SECONDED** by Raymond to **allow moving forward with selling of the open air parking lots for the City of Nampa**. The Mayor asked for a roll call vote with Councilmembers Skaug, Haverfield, White, Raymond, and Bruner voting **YES**. Councilmember Levi voted **NO**. The Mayor declared the

**MOTION CARRIED**

Mayor Henry presented a request to **authorize bidding UPRR Overpass Deck Repairs (Amity Ave & Kings Rd) Project** using existing Street budget spending authority.

Michael Fuss presented a staff report explaining that the Kings Rd. and Amity Ave. overpasses (Exhibit A) were identified as requiring maintenance during routine asset inspection in December 2014. The decks have been in service for approximately eight (8) years and are beginning to wear. Routine deck maintenance is an effective way to extend the useful life of the two (2) overpasses.

Keller Associates (Keller) was selected to design the project and assist the City with bidding and construction requests for information.

Keller has completed the design of the project which will consist of a two parts, a sealer and an epoxy overlay. The deck rehabilitation has an estimated useful life of fifteen (15) years and a lower life-cycle cost than a full deck rebuild.

The UPRR Overpass Deck Repairs (Kings Rd. & Amity Ave.) project has an approved FY16 Streets Division budget of \$243,694.

<b>Design and Survey</b>	<b>\$ 38,585</b>
<i>Observation Estimate</i>	<i>\$ 20,000</i>
<i>Construction Estimate</i>	<i>\$ 470,000</i>
<b>Total</b>	<b>\$ 528,585</b>

The 39<sup>th</sup> and Garrity Intersection Improvements project will not be completed in FY16.  
a) \$1.1M of funding was authorized for this project in FY16

Regular Council  
May 16, 2016

Staff recommends using the spending authority from the 39<sup>th</sup> and Garrity project to complete the Kings and Amity overpass deck repairs.

b) Replacement spending authority will be requested in the FY17 budget

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

Councilmembers had questions on the repairs.

**MOVED** by Skaug and **SECONDED** by White to **authorize** the Engineering Division to proceed with the formal **bidding process** for the **UPRR Overpass Deck Repairs** (Amity Ave & Kings Rd) using existing Street budget spending authority. 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 staff to submit state wide transportation alternatives program** (TAP) Grant Applications for Indian Creek Pathway Extension (Taffy to Peppermint) and Sherman Multimodal (Powerline to Chicago) Projects.

Michael Fuss presented a staff report explaining that in an effort to advance transportation mobility, safety and economic opportunity, Public Works staff is requesting authorization to apply for the state wide Transportation Alternatives Program (TAP) Federal funding administered through the Idaho Transportation Department Community Choices for Idaho.

This is a cooperative effort between Parks, Economic Development, Finance, Planning, and Public Works to evaluate city wide transportation needs and identify projects that would improve mobility and safety while meeting the requirements of the annual TAP Program.

Since 2012, the City has received approximately \$750,000 in TAP funding for the following projects:

- **Midland & Wilson Path Pedestrian Hybrid Beacon Signal (HAWK)**  
200,000, FY16-17 construction
- **Lake Lowell & Wilson Pathway Pedestrian Hybrid Beacon Signal (HAWK)**  
\$228,000, constructed FY16-17 construction
- **Greenhurst Rd & Stoddard Pathway Pedestrian Crossing Signal and Parking Lot Improvements—\$303,000, FY16-17 construction**

This year, the following two projects are proposed:

- **Indian Creek Pathway Extension (Taffy Drive – Peppermint Drive).** This project will close a critical gap in the southeastern section of the Indian Creek trail system by installing approximately 630 feet of 8-foot-wide multi-use asphalt pathway. In addition, an eroded portion of Indian Creek bank will be stabilized in the process and a Rapid Flashing Beacon (RFB) pedestrian crossing will be installed at the intersection of the Indian Creek Pathway and Kings Road (See Exhibits A).
  - *Estimated Cost \$490,000 (\$36,000 City match, \$454,000 Federal)*
  
- **Sherman Avenue Multimodal (Powerline Road –2nd Street S).** This project will install bicycle shared use lanes on Sherman Avenue and Chicago Street providing multimodal accessibility parallel to the Amity Road corridor. In addition, improvements will be made to the intersection of Sherman Avenue and Powerline Road including a RFB crossing, ADA pedestrian ramps, lighting, sidewalk/curb/gutter, and asphalt repair. This project will improve safety for children traveling to and from Sherman Elementary (See Exhibits A).
  - *Estimated Cost \$580,000 (\$43,000 City match, 537,000 Federal)*

These projects are consistent with the Nampa Citywide Transportation Plan, the Bicycle and Pedestrian Master Plan and the Nampa Comprehensive Plan.

City match funding will be included in the FY18 budget proposal.

Engineering recommends submittal of the grant application.

**MOVED** by Haverfield and **SECONDED** by Skaug to **authorize staff to submit state wide transportation alternatives program (TAP) Grant Application** and associated 7.34% City match on behalf of the City of Nampa to fund the Indian Creek Pathway Extension (Taffy to Peppermint) and Sherman Multimodal (Powerline to Chicago) Projects. The Mayor asked all in favor to say aye with all Councilmembers present voting **AYE**. The Mayor declared the **MOTION CARRIED**

The following Ordinance was read by title:

**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.**

Regular Council  
May 16, 2016

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 and the Summary of Publication. The Mayor asked for a roll call vote with all councilmembers present voting **YES** The Mayor declared the ordinance duly passed, numbered it **4252** and directed the clerk to record it as required.

Mayor Henry presented a request to **appoint the following individuals** to the **Nampa Fire & Building Code Board of Appeals**: Matt Hildebrandt, Reese Leavitt, Dennis Koontz, Jeff Wade, Greg Toolson, and Patrick Sullivan.

**MOVED** by Skaug and **SECONDED** by Haverfield to **approve the appointment** of Matt Hildebrandt, Reese Leavitt, Dennis Koontz, Jeff Wade, Greg Toolson, Patrick Sullivan to the **Nampa Fire & Building Code Board of Appeals**. The Mayor asked all in favor say aye with all Councilmembers present voting **AYE**. The Mayor declared the  
**MOTION CARRIED**

Mayor Henry presented a request to **adopt amended Public Works Wastewater Industrial Incentives Policy**.

Michael Fuss presented a staff report explaining that the Wastewater Industrial Incentives Policy (Policy) has afforded multiple industrial customers many favorable solutions to maximize the benefit of permitted wastewater capacity, e.g., sale of capacity, conversion of capacity, transfer of capacity, and loans of capacity.

On January 19, 2016, the Board of Appraiser reviewed the Policy and recommended that a timeline for the “Incentives” process be included.

The timeline proposed in the Policy will provide staff the flexibility to continue to successfully implement the Policy and establish expectations for the customer.

The key revisions to the Policy include:

- Added the word “estimated” in front of the staff’s timeline
- Establish 35 calendar days as the time it would take for a customer’s request to reach City Council final decision

The adopted Policy will incorporate the “track changes” shown in Exhibit A.

Public Works supports adoption of the amended Policy.

Regular Council  
May 16, 2016

**MOVED** by Haverfield and **SECONDED** by Raymond to **adopt amended Public Works Wastewater Industrial Incentives Policy** with an effective date of May 16, 2016. The Mayor asked all in favor to say aye with all Councilmembers present voting **AYE**. The Mayor declared the

**MOTION CARRIED**

Mayor Henry presented a request to **authorize the Mayor and Public Works Director to sign an amended task order with Keller Associates, Inc., for Wastewater Treatment Plant Phase 1 Upgrades Final Design Group B-Solids Handling Project for Wastewater Division.**

Michael Fuss presented a staff report explaining that On December 16, 2013, City Council approved Public Works request to proceed with the Wastewater Treatment Plant (WWTP) Phase 1 Upgrades Final Design Project (Project).

The Project was broken into three subprojects: 1) Group A - Liquid Stream Upgrades, 2) Group B - Solids Handling Upgrades, and 3) Group C - New Anaerobic Digester. The grouping of upgrades facilitated fast tracking the Project for construction to meet anticipated regulatory compliance deadlines.

By 2015 Public Works engagement with Environmental Protection Agency and Idaho Department of Environmental Quality achieved an extended regulatory compliance schedule. This created additional time for funding, planning, and sequencing of the Project. Group A started construction in June of 2015; Group B and Group C designs were placed on hold at 90% complete.

It is now time to continue moving forward with Group B.

The Wastewater Program Management Team (WPMT) and Keller Associates, Inc. have agreed on the scope of services and fees to complete Group B. The scope also includes additional identified project needs of a new reclaimed water pump station, chemical trim system, basement for sludge pumping, and a sludge mixing tank.

A preliminary design and cost estimate will be completed for the additional improvements, at such time the WPMT will make a final determination on the scope of the Group B construction project.

The Amended Task Order, in the amount of \$554,570.00, includes final design and bidding services (see Exhibit A).

Regular Council  
May 16, 2016

Public Works staff recommends approval of the Task Order Amendment.

Final design for Group B – Solids Handling is to be completed in the spring of 2017; construction is planned to begin in the summer of 2017.

**MOVED** by Bruner and **SECONDED** by White to authorize the Mayor and Public Works Director to sign Amended Task Order with Keller Associates, Inc., for Wastewater Treatment Plant Phase 1 Upgrades Final Design Group B - Solids Handling Project, in the amount of \$554,570.00 time and material, not to exceed. 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 Federal Aviation Administration Grant Agreement for Airport Improvement Program (AIP-27), Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone for Nampa Municipal Airport.**

Michael Fuss presented a staff report explaining that in March 2016 the City submitted a grant application to the Federal Aviation Administration (FAA) for AIP-27 (Airport Improvement Program) for Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone (RPZ) at the Nampa Municipal Airport.

On May 10, 2016, the FAA notified the City that AIP-27 has been awarded and is requesting the grant agreement be executed by May 27, 2016 (see Attachment 1).

In anticipation of this grant and to meet project deadlines, a task order with J-U-B Engineers, Inc., was executed on March 21, 2016.

The project is anticipated to begin in May 2016 and be completed in July 2016.

The total project cost is \$65,426.00.

- |                       |             |
|-----------------------|-------------|
| ○ FAA grant is 90%    | \$58,883.00 |
| ○ State grant is 2.5% | \$ 1,963.00 |
| ○ City match is 7.5%  | \$ 4,580.00 |

**MOVED** by Haverfield and **SECONDED** by Raymond to authorize the Mayor to sign Federal Aviation Administration Grant Agreement for Airport Improvement Program (AIP-27), Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone for Nampa Municipal Airport. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

Regular Council  
May 16, 2016

MOTION CARRIED

**MOVED** by Skaug and **SECONDED** by Haverfield to **adjourn** into **Executive Session** at 9:03 p.m. pursuant **Idaho Code 74-206 (1) (c)** to **Acquire an Interest in Real Property Which is not Owned by a Public Agency**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

**MOVED** by Haverfield and **SECONDED** by White to **conclude** the **Executive Session** at 9:39 p.m. during which discussion was held regarding **Acquiring an Interest in Real Property Which is not Owned by a Public Agency** pursuant **Idaho Code 74-206 (1) (c)**. The Mayor asked all in favor to say aye with all Councilmembers saying **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize** the **Mayor** and/or **Public Works Director** to **execute any necessary documents pertaining to right-of-way purchase contracts up to the Project Budget Amount for the 39th Street and Garrity Boulevard**.

**MOVED** by Skaug and **SECONDED** by Raymond to authorize the acquisition of property on the south side of 39<sup>th</sup> and Garrity only for signal intersection development, I have concerns about the fair housing act issues that are on the north side of that intersection and they are not authorized to go after any property acquisition on the north side of that intersection. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented the item that was pulled off of the consent agenda - Midland Boulevard and Roosevelt Avenue Intersection Project.

Councilmember Levi had concerns if the project had provisions for bicycles at this time.

Michael Fuss presented a staff report concerning that item and that intersection does not include bike lanes.

Councilmember Raymond asked about the width of a bike lane and getting right-of-way.

Councilmember Bruner asked if there were a lot of accidents at this intersection.

Questions were asked about using impact fees and how much can be used.

Councilmember Levi asked if the traffic light would make it safer for bicyclist.

Regular Council  
May 16, 2016

**MOVED** by Skaug and **SECONDED** by Haverfield to authorize staff to proceed with bidding process at Midland Boulevard and Roosevelt intersection project as presented. The Mayor asked all in favor to say aye with Councilmembers Levi, White, Raymond, Haverfield, and Skaug voting **AYE**. Councilmember Bruner voted **NAY**. The Mayor declared the  
**MOTION CARRIED**

The Mayor adjourned the meeting at 9:51 p.m.

Passed this 6th day of June, 2016.

---

MAYOR

ATTEST:

---

CITY CLERK

**REGULAR NAMPA AIRPORT COMMISSION  
MARCH 14, 2016**

The meeting was called to order at 5:31 pm by Chairman Mark Miller

Roll Call:

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

Proposed amendments to the agenda; The Airport Superintendent requested to add a review and recommendation for the Mayors signature for the Grant Application for AIP-27.

The Commission discussed adding the item to the agenda under the Grants section as item 3b.

The Commission unanimously agreed to amend the agenda as requested.

MOVED by Howard, and seconded by Clark to **approve the minutes** for the **Regular** meeting of February 8, 2016.

**MOTION CARRIED**

**Staff Report:**

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

- Open Units; Wait List: Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI, operating normally; AWOS operating normally, completed quarterly inspection and upgraded CDP.
- 5010 Airport Safety Data Inspection; Conducted 2/26/16 by State ITD Aeronautics Mark Lessor; Recommends Runway Crack - Filling / Sealcoating Project, this could be added to the CIP in 2018; Recommends removal of concrete irrigation box located 75' off centerline near midfield on south side of runway.

Chairman Miller questioned, the runway had an overlay completed approximately 4 to 5 years ago. Would the current cracking be a warranty issue?

Tom Lemenager, J.U.B. Engineers, advised the cracking is reflective. He opinioned, a fabric should have been laid before the previous overlay as a stop gap.

- The East Hangar Gas Line Easement – Complete.
- Miscellaneous; New Standard Land Lease FAA review is complete; Eastside waterline abandonment – Coordinating with the developer, Nampa City Water Department and Nampa Fire Department – NFD is requiring a hydrant in this location, hangar location will need to adjust accordingly; Weed/Rodent Control is ongoing; No unauthorized vehicles; NOTAMS, crane west of airfield.
- Upcoming Conferences
  - FAA Northwest Mountain Region Airports Conference 2016 - March 28-30 Seattle.
  - Idaho Airport Management Association – April 18-19 Sun Valley.

The Commission and the Schelhorn's, who are developing hangars on the Airport, discussed the fire hydrant is being required by NFD. The issues identified: Obstacle free area and the hydrant placement

**REGULAR NAMPA AIRPORT COMMISSION  
MARCH 14, 2016**

restrictions. The Schelhorn's will continue looking into options to either adjust the building or the hydrant. Once the exact hydrant location is determined the location will need to be staked.

Julie Schelhorn also asked the Commission when they are ready to develop that row can they move the dirt to the west.

The Public Works Director indicated the dirt will need to be hauled off. There are not any low spots on the field to be filled.

Commissioner Miller brought up the flashing lighted stop signs at the 29 end of the runway. His son has noticed the flashing lights as a distraction at night. The Superintendent indicated he has left several messages for the county engineer with no response. He has also spoken with pilots and the AvCenter instructor who have been flying in the dark. At this point those he has spoken with have indicated the intersection is not causing an issue for them. Commissioner Miller and Commissioner Howard would like the FAA involved.

Grant Report:

AIP-025 – Tom Lemenager, J.U.B. Engineers, reported the grant is complete.

AIP-026 – Tom Lemenager, J.U.B. Engineers, reported the Wildlife Hazard Assessment is on schedule. This quarter: no outstanding wildlife observed.

AIP-27 (Anticipated) - Tom Lemenager, J.U.B. Engineers, also updated the Commission on our next AIP project; Planning for the Environmental Assessment for the Land Purchase in the runway 11 RPZ. Completed the IFE for the contract and was within 10%. This mean we can move forward with the Professional Services Agreement for AIP 27.

The Commission discussed the need to recommend the Professional Services Agreement to City Council as well as the AIP 27 Grant Application and Sponsor Certifications.

MOVED by Howard and seconded by Clark;

*The Airport Commission hereby recommends that City Council authorize the Mayor to sign the Professional Services Agreement with J.U.B. Engineers, for Planning and Environmental Assessment.*

**MOTION CARRIED**

MOVED by Howard and seconded by Clark;

*The Airport Commission hereby recommends that City Council authorize the Mayor to sign the AIP-27 Grant Application and Sponsor Certificates for Phase 1 Planning and Environmental Assessment for Land Acquisition*

**MOTION CARRIED**

**AIRPORT BUSINESS**

Review Building Plans for Gary Bartlow Lots 2002-2008 – Gary Bartlow – No update for March.

Request from William Powers; has received an offer to purchase the hangar improvements on Lot #1140 from Two Millers Holdings, LLC (Mark Miller); Agreement to Terminate Lease with William

**REGULAR NAMP A AIRPORT COMMISSION  
MARCH 14, 2016**

Powers for Lot #1140 dated 09-01-03; contingent on sale of hangar and lease approval for Two Millers Holdings, LLC (Mark Miller) effective March 22, 2016: Approve new Standard Land Lease and Memorandum of Lease with Two Millers Holdings, LLC (Mark Miller) for Lot #1140 for a 50'w x 60'd hangar; term of agreement 03-22-2016 to 03-31-2036. - Chairman Miller recused himself from the topic. Vice Chairman Sperry took over and presented the hangar sale. The Commission discussed the term of the lease.

MOVED by Howard and seconded by Clark;

*The Airport Commission hereby recommends to the City Council that they authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with William Powers dated 9-01-03 and sign a new Standard Land Lease with Two Millers Holdings, LLC effective March 22, 2016.*

**MOTION CARRIED**

Final review of the updated Land Lease – The Airport Superintendent reviewed the updates to the Land Lease with the Commission. The terms of the lease are the same and the legal language has been strengthened throughout. Under item number 7 the City would like to leave in the option for a rate adjustment in years that end 0 or 5. The Commission had no objections.

MOVED by Howard and seconded by Sperry

*The Airport Commission recommends the City Council approve the use of the updated Airport Standard Land Lease*

**MOTION CARRIED**

Review ProDIGIQ contract – Commissioner Howard addressed the Commission; after the contract was brought to the last meeting he had several questions regarding the security and ownership of the data. The City IT Department addressed these questions with ProDIGIQ in the vetting process.

The Commission discussed their concerns and would like to add an Exhibit B to the ProDIGIQ contract. Exhibit B would consist of written answers to the City IT Department data question sheet.

Commissioner Howard MOVED and seconded by Sperry

*The Airport Commission hereby moves if the IT data security and ownership questionnaire is answered in writing and attached as Exhibit B to the ProDIGIQ Contract with updated start dates; to then recommend to City Council they approve the Mayor to sign the ProDIGIQ Contract.*

**MOTION CARRIED**

Discuss FY17 Budget – The Airport Superintendent started the budget discussion. The budget process is in the preliminary planning phases now.

Revenue: The Annual CPI adjustment looks to be 1.3%; the Airport Superintendent reviewed an increase verses no increase in revenue. He also asked for input from the Commission on hangar 0540: this building reverted to the city a few years ago with 3 different rental rates (\$95-\$116) all have dirt floors and multiple issues with doors. Do we streamline the rates to match the old block hangars (\$124) as a simplification of our rate structure?

**REGULAR NAMPA AIRPORT COMMISSION**  
**MARCH 14, 2016**

The Commission discussed making improvements to these hangars, and bringing them up to the full hangar rate of \$173.00. Staff will look to into upgrade costs.

Expenses: The general operation expenses are anticipated to stay the same. One change he would like to ask for, he would like to bring our part time operations person on full time. This is currently in our budget through a temp agency, bring him on full time with the City would be \$15,000.00 more than we currently budget for operations temp position. This would need to be approved by HR and City Council.

Also at this time we need to take a look at our vehicles. Vehicle Maintenance would like to retire the two ton dump truck, the Chevy Lumina and the 1500 Chevy Truck. Of these three vehicles the only one that is used on a daily basis is the 1500 truck. It is used as a daily Operations truck by staff.

The Public Works Director reported Fleet Services reviewed all vehicles in the City. One of the issues with maintaining vehicles and equipment that are older are the availability of parts. At this point we need to determine what equipment we want for the Airport. We need to take a look at the mower and how hard will it be for Fleet to get parts for it. The other question is; how often will the Street Department be able to come out and sweep in the future? What is the level of service on the field that we want to provide?

The Superintendent reported he did have a discussion with Gary Gates, FAA Helena ADO. They are okay with participating in the purchase of snow removal equipment with a broom attachment but not a mower. This equipment could be added to the CIP in possibly 2019/2020.

The Commission discussed that if they are able to use federal funds to purchase operations equipment in the next four or five years it does not make sense to expend Airport funds now. They discussed what options there are for a replacement vehicle.

The Airport Superintendent also reviewed project ideas: Upgrade external hangar light fixtures to LED; Add power to Shade Hangars; Remodel Terminal Bathrooms.

The Commission indicated Idaho Power may participate in upgrading the light fixtures.

The Superintendent asked for any other project ideas.

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

**MOTION CARRIED**

**Chairman Mark Miller adjourned the meeting at 6:43 PM**

Passed this 19<sup>th</sup> day of May, 2016

  
\_\_\_\_\_  
COMMISSION CHAIRMAN

  
\_\_\_\_\_  
AIRPORT SUPERINTENDENT, SECRETARY

**SPECIAL NAMPA AIRPORT COMMISSION  
APRIL 13, 2016**

The meeting was called to order at 2:00 pm by Chairman Mark Miller

Roll Call:

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

Proposed amendments to the agenda; None

Staff Report:

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

- Open Units; Wait List: Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI, operating normally; AWOS operating normally.
- Wildlife Hazard Assessment is ongoing; this week the consultants are conducting a nighttime spotlight survey as well as small animal trapping.
- Miscellaneous; ITD Aeronautics has initiated a pavement survey; Annual city hangar fire extinguisher inspection is complete; Hangar 0450 maintenance is complete; Weed/Rodent Control is ongoing; Mowing to begin next week; No unauthorized vehicles; NOTAMS, crane west of airfield.
- Upcoming Conferences.
  - Idaho Airport Management Association – April 18-19 Sun Valley.

**AIRPORT BUSINESS**

Review Building Plans for Gary Bartlow Lots 2004-2008 – Gary Bartlow presented the Commission with his final building plans. He is ready to move forward and would like approval from the Commission so that he may now begin working with the City Building Department for a permit to build.

The Airport Superintendent indicated the drainage plans have been reviewed and approved by J.U.B. Engineers. Commissioner Howard questioned Mr. Bartlow on the coloring of the hangar, if the finished building would be the same as what is reflected in the drawings. Mr. Bartlow indicated the colors will be similar to what is printed on the plans.

MOVED by Ross and seconded by Sperry;

*The Airport Commission hereby approves of the building plans for lots 2004, 2006, 2008 and move to stamp and sign the plans so that they may move onto the Building Department.*

**MOTION CARRIED**

Request from Gary Bartlow: Approve new Standard Land Lease and Memorandum of Lease with Gary Barlow for Lot #2004 for a 60'w x 64'd hangar; term of agreement 04-19-2016 to 04-30-2036; Lot #2006 for a 60'w x 64'd hangar; term of agreement 04-19-2016 to 04-30-2036; Lot #2008 for a 60'w x 72'd hangar; term of agreement 04-19-2016 to 04-30-2036. – The Airport Superintendent presented the Commission with the three new lease agreements for Mr. Bartlow. The Commission discussed the leases.

MOVED by Howard and seconded by Ross;

**SPECIAL NAMPA AIRPORT COMMISSION  
APRIL 13, 2016**

*The Airport Commission hereby recommends the City Council Authorize the Mayor to sign Nampa Municipal Airport Land Lease Agreement with Gary Bartlow effective April 19, 2016, for Lot 2004, 2006 and 2008*

**MOTION CARRIED**

Review Bartlow concept for future hangars – Gary Bartlow presented the Commission with a concept drawing of two executive style hangars that he would like to see at the Nampa Airport. He would like to see a facility at Nampa that will attract jet clients who may be looking for overnight parking along with office space and even overnight crew quarters. He envisions the facility offering jet fuel for sale with a discount. At this point he is trying to get a feel for what kind of interest and support this type of facility would have at Nampa.

The Airport Superintendent reported he did speak with our Helena FAA rep today; the current Master Plan shows a parking lot is planned in one of the locations Mr. Bartlow is considering. We have been advised we can work around this. The FAA did advise they are against apartments on the airfield.

The Commission discussed Mr. Bartlow's idea and indicated the location he has envisioned may not be the best spot but look forward to working with Mr. Bartlow in this concept plan.

Request from Precision Flight Training (Arlyn Miller) to sign first amendment to the lease changing the name to Wings 'N' Rotors – The Airport Superintendent presented the lease amendment to the Commission. The City Attorney's office drafted the amendment. The Commission discussed the amendment.

Commissioner Howard MOVED and seconded by Sperry;

*The Airport Commission hereby recommends the City Council authorize the Mayor to sign the First Amendment to the lease for Precision Flight Training.*

**MOTION CARRIED**

Discuss FY17 Budget – The Airport Superintendent presented the FY 17 budget to the Commission. The Commission reviewed the revenue and expenses. The Commission indicated staff should contact Idaho Power to see if Idaho Power could participate in the cost for upgrading the hangar lights. The Commission also suggested staff should look at the replacement vehicle for the Airport. Staff currently is budgeting for something similar to a Chevy Colorado. The Commission feels if the cost is not significantly more the vehicle should be at least a ¾ ton and four wheel drive.

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

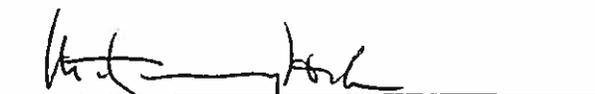
**MOTION CARRIED**

**Chairman Mark Miller adjourned the meeting at 2:43 PM**

Passed this 19<sup>th</sup> day of May, 2016



\_\_\_\_\_  
COMMISSION CHAIRMAN

  
\_\_\_\_\_  
AIRPORT SUPERINTENDENT, SECRETARY

**SUMMARY**  
**Board of Appraisers Meeting Agenda**  
**Thursday, April 14, 2016, 9:00 a.m. to 11:00 a.m.**  
**Nampa City Hall, Mayor's Conference Room**

<b>Begin</b>	<b>End</b>	<b>Topic</b>
9:00 a.m.	9:03 a.m.	<p><b>Welcome and Roll Call</b></p> <p><b>Mayor Henry, Michael Fuss, Vikki Chandler, Deborah Spille, Nate Runyan, Keith Begay, Andy Zimmerman, , Leslea Basterrechea, , Jacob Allen, Sheri Murray, Mark Hilty, and Hubert Osborne</b></p> <p><b>Absent: David Peterson, Citizen at Large</b></p> <p><b>Open Seat: City Engineer</b></p> <p><b>Leslea Basterrechea, Public Works Department's newly hired Environmental Compliance Superintendent, introduced and welcomed to the Board of Appraisers</b></p> <p><b>Guests:</b></p> <p><b>Representatives from J.R. Simplot Company:</b>  <b>Gene Gallegos, Corporate Facilities Manager</b>  <b>Vic Conrad, Director, Land, Water and Asset Recovery</b></p> <p><b>Representatives from ON Semiconductor</b>  <b>Mitchell Mooney, Nampa Site Director</b>  <b>Shane Brown, Facilities Manager</b></p>
9:03 a.m.	9:05 a.m.	<p><b>Proposed Amendments to Agenda</b></p> <p>Any items added less than 48 hours prior to the meeting are added by BOA motion at this time:</p> <ul style="list-style-type: none"> <li>• <b>Name change from "Aptina" to "ON Semiconductor"</b></li> <li>• <b>Modified name of report from "Report of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests" to "City Summary of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests"</b></li> <li>• <b>Added "Underlying Irrigation Districts Summary of Landowner Requests for Exclusion of Water Rights"</b></li> </ul> <p><b>Motion made, seconded, with no abstention</b></p>

9:05 a.m.	9:20 a.m.	<p><b>J.R. Simplot Company Capacity Transfer</b>  <i>Nate Runyan, P.E., Deputy Public Works Director</i></p> <ul style="list-style-type: none"> <li>• <b>J.R. Simplot Company (Simplot) representatives introduced</b></li> <li>• <b>An agreement to transfer capacity from Simplot to the City, to sell by hookup fees, was presented</b></li> <li>• <b>The capacity is approximately 10 years of growth in Nampa, and avoids City investment of the wastewater treatment plant of approximately \$10 million dollars</b></li> <li>• <b>Simplot, Staff and the BOA found this to be a true win-win opportunity and agreed to recommend the agreement to City Council for approval</b></li> <li>• <b>Motion made, seconded, with no abstention, to recommend City Council approve the Agreement for the Transfer of Wastewater Treatment Capacity between Simplot and the City</b></li> </ul>
9:20 a.m.	9:30 a.m.	<p><b>ON Semiconductor Wastewater COFee Update</b>  <i>Nate Runyan, P.E., Deputy Public Works Director</i></p> <ul style="list-style-type: none"> <li>• <b>ON Semiconductor (ON) representatives introduced</b></li> <li>• <b>Collection activity of the Capacity Optimization Fee (COFee) from ON to the City presented</b></li> <li>• <b>After much discussion it was determined ON and the BOA would reconvene at the next BOA regularly scheduled meeting to allow time to search and produce documentation of purchased capacity from previous site owner (Zilog)</b></li> <li>• <b>No previous documentation has been found to date by ON or the City</b></li> <li>• <b>If no such documentation is found, City and ON will create an agreement identifying owned but unpurchased capacity specific to the ON site</b></li> <li>• <b>Such capacity will not be subject to Industrial Incentive Policy</b></li> <li>• <b>Furthermore, ON will provide its requested permitted capacity that would be subject to the COFee for fiscal year 2015 and forward. The BOA waived late fees</b></li> <li>• <b>Motion made, seconded, with no abstention</b></li> </ul>

9:30 a.m.	9:40 a.m.	<p><b>Materne Wastewater Billing Update</b>  <i>Nate Runyan, P.E., Deputy Public Works Director</i></p> <ul style="list-style-type: none"> <li>• <b>A brief update to Materne’s utility billing activity was given</b></li> <li>• <b>Billable flow volumes for both domestic and wastewater billing have been agreed to by the City and Materne</b></li> <li>• <b>Utility billing corrections have been completed</b></li> </ul>
9:40 a.m.	9:55 a.m.	<p><b>City Summary of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests</b>  <i>Michael Fuss, P.E., Public Works Director</i></p> <ul style="list-style-type: none"> <li>• <b>Summary presented</b></li> <li>• <b>The BOA concurred with staff’s recommendations in response to landowner requests for exclusion and/or reduced rate</b></li> <li>• <b>Motion made, seconded, with no abstention</b></li> </ul>
9:55 a.m.	10:00 a.m.	<p><b>Underlying Irrigation Districts Summary of Landowner Requests for Exclusion of Water Rights</b>  <i>Michael Fuss, P.E., Public Works Director</i></p> <ul style="list-style-type: none"> <li>• <b>Summary presented</b></li> </ul>
10:00 a.m.	10:15 a.m.	<p><b>Waiver of Irrigation Assessment</b>  <i>Michael Fuss, P.E., Public Works Director</i></p> <ul style="list-style-type: none"> <li>• <b>Report presented</b></li> <li>• <b>The BOA concurred with staff’s recommendations to waive City portion of 2016 Irrigation Assessments and begin steps to deannex properties from the Nampa Municipal Irrigation System</b></li> <li>• <b>Motion made, seconded, with no abstention</b></li> </ul> <p><b>Authorize Staff to Proceed (with same action on future customer requests)</b></p> <ul style="list-style-type: none"> <li>• <b>Staff requested authorization to proceed on this type of request in the future without BOA authorization</b></li> <li>• <b>The BOA concurred</b></li> <li>• <b>Motion made, seconded, with no abstention</b></li> </ul>

**MEETING MINUTES**  
**BOARD OF APPRAISERS**  
**April 14, 2016**

The roll of the Board of Appraisers (BOA) for the City of Nampa was taken with Bob Henry, Mayor; Michael Fuss, Public Works Director; Vikki Chandler, Finance Director; Deborah Spille, City Treasurer; Nate Runyan, Deputy Public Works Director; Keith Begay, Water Superintendent; Andy Zimmerman, Wastewater Superintendent; Leslea Basterrechea, Environmental Compliance Superintendent; Jacob Allen, Senior Budget Analyst; Sheri Murray, Public Works Executive Assistant; Mark Hilty, City Attorney; Hubert Osborne, Citizen at Large; Gene Gallegos, Corporate Facilities Manager, J.R. Simplot Company; Vic Conrad, Director, Land, Water and Asset Recovery, J.R. Simplot Company; Mitchell Mooney, Nampa Site Director, ON Semiconductor; Shane Brown, Facilities Manager, ON Semiconductor, were in attendance. David Peterson, Citizen at Large, was absent. Open seat, City Engineer.

Michael welcomed the meeting attendees, thanked them for participating, and introduced Leslea Basterrechea, Public Works Department's newly hired Environmental Compliance Superintendent.

**Proposed Amendments to Agenda**

*Michael J. Fuss, P.E., Public Works Director*

An amended agenda was presented (*see Attachment A*). Changes to the original published agenda were noted as follows:

- Name change from "Aptina" to "ON Semiconductor"
- Modified name of report from "Report of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests" to "City Summary of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests"
- Added "Underlying Irrigation Districts Summary of Landowner Requests for Exclusion of Water Rights"

Upon request, no additional proposed amendments to the agenda were received.

**Motion made, seconded, with no abstention, to approve the amended agenda.**

## **J.R. Simplot Company Capacity Transfer**

*Nate Runyan, P.E., Deputy Public Works Director*

City staff has been working with Vic Conrad and Gene Gallegos from J.R. Simplot Company (Simplot) on a capacity transfer agreement since the end of 2015 (*see Attachment B*). In early 2016, staff reported to the BOA that the agreement would utilize Simplot's permitted capacity and transfer a portion of its capacity back to the City. The City will then sell the capacity and use the proceeds to pay back Simplot's wastewater hookup fee. This will reduce the treatment plant's firm capacity, which is currently operating at about 90% of its allocated capacity. The capacity Simplot is willing to transfer to the City through this agreement is equivalent to 40% of the plant's capacity, or ten years' worth of residential growth.

*I thought you said the City is going to sell Simplot's capacity to another industrial customer? Won't that put the treatment plant back up to 90% of allocated capacity? Is another industry going to want to buy this capacity in the near future?* Hypothetically, a large industry could move into Nampa, buy this capacity and we would be right back at square one. But staff's position is that this transfer agreement at least gives the City the ability and flexibility to sell capacity. Without it, if an industry wanted to move into Nampa tomorrow, we would have to turn them down because we don't have the capacity at the treatment plant.

*Couldn't Simplot transfer it to someone else without the City as a go between? If a competing industry came in, Simplot could turn them down. Does selling the capacity to the City take the politics out of the issue?* Yes, this gives the City control to grant capacity to any industry that we would want to move into Nampa. Simplot is here to show their support and answer any questions the BOA may have. Simplot thinks this is a win-win for their company and the community.

*What is the value of the capacity that Simplot is transferring to the City?* It is about \$7.9 million worth of capacity that Simplot is willing to transfer to the City for sale. The value of Simplot's total permitted capacity is currently about \$25 million.

*What did Simplot originally pay to obtain their permitted capacity?* A great deal less than that. The majority of their capacity was transferred through the 30 year agreement with Nestle. As background, Carnation Potato was in place when the plant expansion occurred in 1980. At that time, Carnation Potato paid for 30 years' worth of capacity, which essentially paid off the City's debt for expanding the treatment plant to get it in the state it is today. The valuation of the agreement is based on the rate of current or future hookup fees, and that is what Simplot is reimbursed at.

*Could the value of the hookup fees fluctuate, thus changing the amount of proceeds Simplot will receive? Or is this a fixed amount that will be paid to Simplot?* The agreement is structured so Simplot is reimbursed at the current fee rate. Hookup fee rates can change over time, and the value of unit capacity will follow the current rate.

*If the City owns the capacity it will enable us to delay some improvements to the wastewater treatment plant. About \$10 million worth of improvements, correct?* Based on meeting our current and expected permit there will be about a \$10 million savings.

*I think this agreement will go a long way in Council's decision to continue discharging into Indian Creek. Discharging into Indian Creek means the City has to pay less money up front for wastewater improvements.*

Essentially this is a decision to either “build or buy” capacity for the treatment plant. The City could build \$10 million of improvements to the plant today, or buy Simplot’s capacity to give the plant more allocated capacity. The significant difference between the two is that to buy capacity does not require the City to put millions in cash up front, as compared to making improvements to the plant. If we were to build improvements, the City would either have to take on debt or increase rates to raise capital for improving the treatment plant. The buying option allows the City to collect revenue through hookup fees as the capacity is sold over a ten year period.

*Does it also allow the City to charge rates that represent today's costs at the treatment plant, rather than what is going to be built over the next ten years?* The value of the capacity is based on what the rate is at the time of the sale. From the beginning Simplot has said they are willing to sell their capacity to anyone. By selling it to the City, it allows us to sell capacity to residential developments over a longer period of time.

*Can Simplot take back the capacity they sell to the City?* It is in the agreement that Simplot could pull their capacity back and sell it within one year. There is a clause that Simplot can recall the capacity for their use; but if they don't utilize it within 12 months, it goes back to the City without the City having to give any money to Simplot. This clause gives protection that if Simplot wants to recall the capacity, they must have a very serious reason to do so. The other important issue is that the agreement reduces Simplot's Capacity Optimization Fee for the next ten years because they will be sending less capacity to the treatment plant. Based on the fee summary they have \$180,000 for this year; without the transfer. The 2016 fees will be closer to \$500,000. The agreement was structured to balance the nature of the capacity for sale, to the term of the agreement, to the value of the capacity.

*Are Vic and Gene from Simplot going to give a presentation to the Board today? They don't have a presentation; we invited them to attend today's meeting to answer any questions the BOA may have and demonstrate their support for this agreement between Simplot and the City.*

*At this point, Gene Gallegos and Vic Conrad from Simplot joined the BOA meeting to discuss and answer questions about the capacity transfer agreement. (Italics indicate Simplot representatives speaking; non-italics are BOA members.)*

*Just to confirm, does Simplot support the terms of this agreement? It makes total sense to us. We see it as a win-win for both sides and think it is the right move for both Simplot and the City. I noticed this morning there is one tweak that I think needs to be made, but it is cosmetic only, or essentially a typing error. Simplot has signed the agreement and we are ready to go.*

I didn't know you had signed it already. My most important two questions are: is this good for the City? And does Simplot like it? The answers we got today is that yes, Simplot likes it and there are benefits to the City.

*We see a lot of potential in this agreement for economic growth for the community.*

Will this be on the agenda for the next Council meeting?

It will be presented to City Council as a new business item at the first meeting in May.

**Motion made, seconded, with no abstention, to recommend City Council approve the Agreement for the Transfer of Wastewater Treatment Capacity between Simplot and the City.**

#### **ON Semiconductor Wastewater Capacity Optimization Fee Update**

*Nate Runyan, P.E., Deputy Public Works Director*

As of October 1, 2015, invoices were prepared for all of the City's permitted industrial waste customers. Some had no bills and some received bills, but in all seven industrial customers received invoices. On November 20, 2015, Aptina, which is now ON Semiconductor (ON), was invoiced for \$53,215.00. Since then, the City has received no payments from ON. Staff has been working with Shane Brown, ON's facility manager, to mitigate this; like several other industries ON has interests to not have to pay the annual Capacity Optimization Fee (COFee) (see Attachment C).

This issue is on the agenda today because we are almost halfway through the fiscal year and no payment has been received from ON. In addition, when staff recently had discussions with Shane Brown, we learned that ON has no intention of paying the annual COFee.

As background, Shane Brown is ON's facility manager and he was previously with Micron. This is significant, because when he was with Micron, Shane was part of the Industrial Working Group that helped the City develop the COFee policy. In the summer of 2014, we attempted to establish a baseline agreement with the company to identify what amount of their capacity would be evaluated for the COFee. That fall was when Aptina began running the facility with Shane Brown maintaining his management position. Letters were sent to Aptina and Shane Brown providing their projected fees and letting them know the COFee would be implemented a year later than originally planned.

In the summer of 2015, additional letters were sent to notify Aptina the fee was about to be implemented, and they would receive an invoice at the end of fiscal year 2015. In 2016, staff has been working with Shane to discuss options for mitigating ON's COFee. These options included reducing or reserving ON's capacity for future growth, similar to what Materne did. Another option is they could transfer their capacity to other permitted constituents. ON has a batching system, and they are evaluating ways to change their pretreatment method.

However, by this March staff did not receive any indication from ON that they wanted to work with the City to reach a resolution. ON was invited to participate in today's BOA meeting and two members of their staff are here with us today.

*What does the City do if ON does not pay their COFee?* In the City code, we're allowed to issue fees and fines. The fine fee structure is based on the domestic side; there isn't a history of fining industries.

*What happens if we reduce their capacity?* The code says capacity is a license for an industry to discharge; it is not a right.

The City did quite a bit of research during the agreement with Simplot. Simplot had originally made it clear they were not going to pay the COFee; that they would rather litigate than pay. But with Simplot we were able to reach a resolution. I believe the City has a strong position in regards to the situation with ON. The City could just shut them off, and challenge their issues through a lawsuit. Staff is looking to the BOA to provide direction and review a proposal that's been drafted presenting four potential options for dealing with the situation.

*Are we looking to make ON the poster child for what happens if an industry doesn't pay the COFee? Do we really want to do that instead of just reducing their capacity? To date, all other industrial customers are current in paying their COFee, excluding Simplot, but they have the transfer agreement. Right now I can't provide direction on whether or not the City can reduce ON's capacity; I will need to look at the code to see if that is an option. This wasn't a scenario we discussed during the Simplot situation.*

*How much does ON owe? About \$53,000.00.*

The purpose of this Board is to resolve these types of disputes. The position they have made clear, although not formally, is they are not paying the fee because their baseline agreement says they don't technically own their capacity, since they never paid for it. The purpose of the baseline agreement was to determine what capacity was and was not paid for. One condition in the policy is that an industry cannot sell capacity they never paid for. In this situation with ON, the City can't find any record of them paying for capacity.

*Then why doesn't the City just take back their capacity? The City will need to develop an agreement saying it is going to reduce whatever capacity ON has down to a certain percentage to result in a COFee ON would be willing to pay.*

*Why not say that the City's records show they paid for whatever capacity they did, and that we are going to reduce it down to the level? This option has been formally communicated to ON. Their verbal response has been they are not going to pay for anything at all.*

*What is challenging about the City reducing their excess capacity? What is preventing us from doing that? The City has a license agreement with ON that lays out the amount of capacity they have been given at the treatment plant. If we reduce their capacity, we will need to write a new license agreement. If we do reduce their capacity, this issue may again come back to the BOA.*

*Would ON have to agree to a new license? In the permit, they do not have to agree. According to code, the City can write a new license for ON if they are in violation of their current permit or obligations. To date, no consensus can be reached with ON whether to write a new permit.*

*The purpose of the COFee was to keep industries from hoarding their capacity. It seems to me the easiest path is for us to talk with them and reach an agreement on what capacity they own, reduce their excess capacity, withdraw their COFee and then send them on their way.*

*At this point, Shane Brown and Mitchell Mooney from ON Semiconductor joined the BOA meeting to discuss the dispute regarding the COFee. (Italics indicate ON representatives speaking; non-italics are BOA members.)*

*As background, ON Semiconductor acquired Aptina and the facility in 2014. Since ON took over, our company has grown in the Treasure Valley. From ON's standpoint, we aren't trying to be uncooperative with the City; it is rather that we don't understand exactly what this fee is for.*

*We don't feel ON should be charged a late fee because we have been in active discussions with the City. This isn't a conflict for us, we are just trying to reach a resolution and understand this policy. One of the confusing pieces was the timelines that were presented when we were working with Cheryl Jenkins. My understanding was that when transitioning from Micron to Aptina, we would have a one year baseline to determine our capacity needs. Then the COFee going forward would be figured out for that amount of capacity. What I recently learned is the COFee began in fiscal year 2015, and it is based on what capacity we currently have in our permit and what we're not using. What we don't understand is where is ON given the ability to adjust our capacity, and thus our COFee? What is confusing is at what point will ON be given the opportunity to adjust our capacity if needed?*

Does ON now have a better idea of where your capacity should be and what you believe is the excess amount you will not need?

*The purchased and unpurchased issue is what gets really confusing to us. From our standpoint, if it was said today that Aptina has the amounts we have on our permit, from this standpoint if the City said "you own that, it's yours" it's a done deal for us and we'll pay the capacity we held back in 2014 or fiscal year 2015. We would know at that point going forward that we own that and we have the rights to it. Where we get really confused is, at the end of the day, what exactly do we own or have the rights for?*

*From Aptina's standpoint, I have a permit saying we have this much capacity, but yet the City is saying it's unpurchased, which is confusing to us. I don't know the history from the days of when Exxon and Zilog owned our facility. But what we knew, at least from Micron and from my standpoint, is that we own that capacity. If the City says there is some agreement made that we own it, then I guess we'll cash up the \$53,000.00. But I'm still confused on how the payment works when it's a whole year in the back. But we could catch up to now, and then make monthly payments until the end of fiscal year 2015. So I hope that answers your question.*

The purpose of the COFee is to encourage industries to utilize their capacity or return it to the City in order to help with our treatment plan expansion issues. So when you look at what ON's capacity is, do you feel you currently have excess capacity or not?

*Yes, today we definitely have excess capacity. The challenge is there are things on the forefront we may not know will happen. So that would be a decision point we would have to make. That's where the \$53,000 comes in. Do we hold that excess and hope that X, Y, and Z come along?*

And that is where the City is at too. It seems to the BOA, based on our discussions before you came in, there is not a clear identification of who owns what capacity. ON has a permit, but it seems it's not clear whether you own a certain amount of capacity, or if you just have that capacity.

What Shane stated is accurate. Since Micron took ownership of the facility, discharge limits were assigned to the permit. And records show they were billed only based on flow. Records haven't disclosed why that decision was made, but there is no indication that Micron/Aptina and ON have been billed in alignment with the same practices for all other industrial customers. In the permit there are five parameters that are assigned a unit rate for sending the plant flow or pounds of material; that is how the billing is determined. In this scenario with ON, they are permitted flow for phosphorus and nitrogen, and there is no billing record indicating charges for phosphorus or Total Kjeldahl Nitrogen (TKN).

It seems that in the COFee, the permitted limits were identified, and the usage for those limits for phosphorus and nitrogen were identified as zero, which does not reflect our testing records. So we can easily go back and reconcile that conflict.

*The issue we have is making sure the paperwork is square and correct, so the next person behind us doesn't run into the same issues. Since you have made the decision to backbill, let's get the paperwork started.*

Aptina (ON) took over in July 2014, that is less than two years ago. So according to the backbilling policy, it is standard practice to go back for the whole 16 months, if an issue is discovered.

*Does this \$53,215.00 COFee total include any past due fees? No late fees are included.*

When Aptina (ON) took over, you thought the timeline would start new from July 2015. From then until now has there been any change in how you do business? *Yes, we changed tools. So the unknown was how this change would impact the amount of water we needed.*

In regards to the COFee, the City is saying you have an amount of capacity, are being charged for an amount of capacity, and that you owe such an amount for that capacity. What I hear ON saying is that you are not sure about what it is that you own. If you get clarity on this, will you be willing to reduce your excess capacity? Or will you feel more comfortable retaining that capacity and paying the fee? *Our position is if the City would say "you own this much" we would pay the amount on that capacity because we do own it, and it would be a done deal.*

Maybe clarification is necessary on ownership and purchases and those types of issues. Part of the Industrial Incentive Policy is the ability to transfer or sell capacity via the industry. The amount that an industry can sell is only equivalent to what they have purchased. We have not removed capacity, whether purchased or unpurchased. But should you want to sell it, there is nothing ON could sell. For example, when Shane signed that baseline agreement when he was with Micron, when Aptina bought it, they would have had to purchase that capacity.

*I don't know what a baseline agreement is.*

The baseline was meant to establish an agreement between the City and each industry for what amount of capacity was purchased and unpurchased, and what our records show their permitted capacity was. Permitted capacity can include both purchased and unpurchased capacity. The Industrial Incentive Policy was a meeting of the minds between the City and its nine industrial customers.

So the assumption is that when the City issued ON/Aptina its permit, the permit never changed. And that's where we left it. The only information we have was there was no change in the permit of what they have or don't have. But there was no agreement or disagreement on what's been paid. But there is also no proof of what has been paid.

In the past, would the City give a permit without any hookup fees? I don't see how you can ever get to an unpurchased state.

*At some point the City came up with a new program for this Capacity Optimization policy. Isn't that where the line would have to be drawn? Anyone back here that was using it had to be purchased, and anyone going forward would need it. So when the first permit was given, and you were allowing transfer with that permit, wouldn't the ownership go with that? I'm trying to understand what other records are needed.*

The record we have on file is an email from Michael Fuss at the City that is addressed to Shane Brown. That email stated the facility's baseline agreement, and if the agreement isn't signed and returned the City will consider it executed.

The potential is that if you charge these industries, they could be run out of business by being charged the fee. The City's intent was to allow industries to continue their business as usual. It was not the City's intent to allow them and industry to profit from capacity they never purchased in the first place. The purpose of the Industrial Incentive Policy is to allow for an exchange, or create a marketplace, for the industries who invested resources. For example, if they installed pretreatment facilities, an industry could then sell their capacity to another industry – because they had made that investment in pretreatment. If they purchased the capacity, the City permitted the transfer; if they did not purchase it, the City did not permit the transfer. For ON, it seems there are no records that you purchased capacity.

*From Aptina's standpoint, it was a \$9 million purchase of the company, which included the wastewater capacity. When we try to figure out who purchased the capacity, when and where, that becomes very difficult.*

But the purchase, or who owns what, really only becomes an issue if ON decides to sell some of its capacity. It really isn't an issue with the capacity optimization fee. Your permit states you have a designated amount of capacity, and we aren't sure how much of that ON owns or doesn't own. But we are only looking at how much capacity you're using versus your total capacity. And the COFee is billing you for the difference between those two, or the excess amount of capacity. So this COFee has nothing to do with who owns what, correct?

Correct.

*I guess I would have to disagree because what protects us and states that we do that designated amount of capacity? I have a piece of paper, which you are telling me doesn't mean anything in regards of sending our flow to you. So what if the City comes to us in the future and says we owe, say, \$3.5 million for us to continue sending our waste to the treatment plant?*

*Don't you have a permit that states your designated capacity? I have a permit today that says I have a certain amount. But what is my guarantee that I'll have a permit in June that says this capacity is going to be the same amount?*

Well it probably will depend if we can all agree on the optimization fee.

*Fair enough.*

If you agree that you have a permit for so much, and that you use so much, and are willing to pay the optimization fee for the difference, what reason would there be for the City to not renew ON's permit at the same level? We still have an issue with ownership for selling, but I don't hear from you that ON has intent to sell its capacity; that would be a separate issue from the COFee.

I think now it's clearer to understand what ON is talking about. Basically, Micron became Aptina, which was essentially a sell of capacity, but it's still the same facility. Then it became ON, which was also a sell, but it's also still in the same facility. The Industrial Incentive Policy is not designed for the same industry in the same facility. The purpose of the policy is for Micron or Aptina to sell its capacity to one of Nampa's other industries that have a different facility at another location. The policy gives the City the ability to reject the sell or transfer if there is not enough line capacity to handle the flow from another location. But the policy is actually very silent on situations where an industry is taking over another at the same site.

From what I understand, ON's concern is they want assurance they will continue to have their current capacity when their permit renews. Is that what I'm hearing? *Yes, essentially. Under the program the City has set up today, I believe that it's called "purchase of ownership?"*

You're asking for full benefit of the incentive policy?

No, they are asking that ON's permit be renewed using the same capacity as they have now.

*What we would like is something in writing stating that, unless we go out of business, the City can never come back and tell us we owe more fees because we never paid for our capacity. You are stating that we never paid a hookup fee, but we have a permit that makes me think how could we not? How did I get a permit and not pay for it? But back to your question, yes, we want to know if we will be retaining our current capacity.*

That's the issue. The whole purpose of the policy is that we're trying to incentivize people to use the capacity they own, or else give the City resources to make expansions. If those assurances are given to you, then the \$53,000.00 COFee makes sense?

*If ON doesn't own the capacity, when can we say whether or not we need the full amount of capacity we have? And where does the COFee come in at that point? Will we be charged a fee for the capacity we had back in fiscal year 2015? Or for after we determine how much capacity we need? If this Board says today that ON owns the capacity as purchased, then we fully understand that back in 2015 we owe that \$53,000.00.*

Other industrial customers do have their baseline agreement, or their capacity is defined as purchased or unpurchased. They are paying the COFee for purchased and unpurchased capacity.

*We thought we had ownership. But what I'm hearing is the City has no records to prove that we have ownership. And I don't know what that means.*

And we're talking about two companies back, and going all the way back to when Exxon owned the facility ON is now operating.

Staff looked back that far, and we have not found any records. It's a real issue. We have another industry that is in the same boat, and in order to reduce their fee they've chosen to give back capacity without receiving anything in return. Their capacity was unpurchased, because that was part of the original deal. If their capacity had been purchased, they would have paid the fee, used the capacity and not received a fee, or sold it to another industry. In order to reduce their COFee, that industry had to lower their permitted capacity.

So if ON goes out of business tomorrow, would they sell their capacity back to the City of Nampa? We would write them a check for the capacity they do own? What happens to an industry's capacity when they shut down?

My interpretation of the policy is, at that point, if the capacity is purchased it would stay with the facility. If it's unpurchased, that capacity would be returned to the City and the facility would be sold without a permit for capacity at the wastewater treatment plant. The new owner of the facility would have to pay for a new permit.

So if an industry is struggling, it would behoove them to sell their capacity to another industry. Otherwise, if they were to shut down they get nothing, correct?

Correct. If they go bankrupt they would lose their land, so in theory they wouldn't have the value of their permit to sell.

*That's the point of all this. Aptina believes our capacity was purchased.*

Are we saying that Exxon didn't purchase any of their capacity?

There are no records of any purchase being made or hookup fee ever being paid.

So Exxon received a permit for capacity some time back, and never paid anything for it?

We do have a clean record of permits, which shows Exxon's permit was not allotted any capacity – it was a deal of just send us your flow, and we'll send you a bill. Then Zilog came along and they had a permit; their deal was to send it to us, and we'll charge you for it, but there was no capacity limit. Then Micron came along, and now there are permit limits but no record of why or how they got there, or if they were paid for. I guess it's called economic incentive.

*So at that point wouldn't we own that capacity? If that is the case, isn't it determined purchased at that point?*

Not necessarily.

*Then what does it determine? You're saying this permit means nothing?*

I'm not saying that.

Can you have a permit that doesn't have any value at all, or ownership with no value? What we're discussing is who owns what. And the City is saying that ON has its capacity, but our records show no one has ever paid a hookup fee for that capacity.

*Then it would seem this permit was issued without any payment, which seems very hard to understand. From Aptina's standpoint, this is the agreement. I don't understand what other agreement has to be made, or shown or proven.*

Could we have an agreement showing ownership without value, unless someone can show proof it was paid for? Can we do this to give ON some certainty going forward?

When a user pays a hookup fee, they then own equity or shares in the treatment plant through their permit. But there is no evidence ON's capacity was ever paid for. They received monthly bills but never put money into obtaining equity. So we don't want ON buying or selling equity they don't own. The City is having difficulty because we don't have any proof of your facility being bought into the system. That purchase would have given your predecessors equity in the ownership. Apparently ON also doesn't have any documents showing evidence of whether the capacity was bought?

*We only have our permit. From ON's standpoint, having this permit shows we have ownership of the capacity.*

The permit, just like any other permit, authorizes you to do something – in this case discharge wastewater up to a certain capacity. But just having a permit certainly does not equal ownership, or equity, in the system. This is the struggle the City is having. There are two different issues here. ON is rightly trying to resolve the issues of ownership, because it does affect the value of what's being held by the company. As to whether that can be transferred to a new owner, or if it may when your permit expires, it's simply not renewed.

Customers who have paid equity into the system have a right to a permit, but arguably you wouldn't if you never paid any hookup fees. But while the permit is in effect, it conveys to you a certain capacity at the treatment plant. This is where the issue is separate from ownership. Your permit says you have a certain capacity, and you're using less than that capacity. Having unused capacity creates problems for the City – this optimization fee is crafted to fix those problems. The issue facing us today is that your permit exceeds what you are discharging. And that is why the City needs to know where your company wants to be in the future.

So is ON saying you don't owe the COFee because you may not own the capacity in an equity sense? If that is your argument, it has no home in the City's ordinances or policies.

*No, our position is thinking that fiscal year 2015 is our baseline to determine where we would be and to figure out the fees. Not that we are paying for what's happening live, and that is going to be our fee. Back in September 2014, we would have looked at it harder to see whether we needed a million and a half gallons of water. We didn't know at that point, and today we do know what we're using. If, at the end of the day, we don't own our capacity, then we'll have to look at lowering the permit because there may not be a need to hold that much potential. I guess then it becomes an issue of what happens if we ever want to get our potential or excess capacity back? I assume, at that point, we would have to pay hookup fees to get it back and say that we own it?*

Does ON have a position on whether you own it or not?

*We believe we own it because of the permit. If the City says today that it is our purchased capacity, we will pay the \$53,000 COFee for the capacity we owned in fiscal year 2015. We'll pay the fee and be done with this. As of last Thursday, this was new information. At that time I fully believed in the conversations I had with Nate, and I thought we would get to the point where it was purchased or granted to us, and we would pay the optimization fee. Then we wouldn't be in this room.*

On Thursday, we discussed that ON's position is they own the capacity and it should be classified as purchased under the incentive policy. Staff can find no evidence to support this position.

Do we have flow information from when Exxon owned the facility?

Exxon never occupied the facility; at that point it was just the shell of the building. The building never went live until Zilog bought it. When Zilog took over it actually produced flow. When Zilog purchased it, they installed the infrastructure for a semiconductor company.

Was there an understanding at that time that not paying a hookup fee was an incentive for industries? Do we know what the City was thinking back then? We don't still do this, do we?

We don't know what they were thinking. And no, we don't do this now.

How long have we not done it?

Within the past ten years the process has changed. In the past, the treatment plant superintendents would sign permits. Now it is Public Works that issues and signs the permits.

From what I hear, if the City says ON owns the capacity, then you'll pay the optimization fee? When was the permit first issued to Zilog?

A permit would have been issued to Exxon in 1984, and then to Zilog in 1992 or 1993.

So we're thinking they had this capacity for 25 years, but never paid hookup fees for it. Now we're saying that if ON wants to own the capacity, they have to pay the hookup fees?

No, we're saying that if ON wants to own it and sell it, then they need to show it was paid for.

So the issue is sale – if ON wanted to sell their excess capacity to another industry instead of paying the COFee. Does ON want the ability to sell your capacity to a third party?

*Absolutely; if we owned it. The only reason is because it would keep everything clean and prevent having an exception written for us that is different from the other industries. But there is no intent on our part to sell it.*

If you received assurances that your permit will stay the same, then the COFee isn't an issue?

*If the City determines we don't own the capacity, then yes, we do want to go back and see what we've used and have the COFee reassessed. In a perfect world, we would own the capacity, pay the fee and if we could perhaps reach some sort of gentleman's agreement we can resolve this for everyone.*

If there's one thing I know for sure it's that there won't be any sort of gentleman's agreement. That's what got us here in the first place is people making deals behind closed doors without any formalization. This matter is going to go through this Board, and then go to Council for public approval.

What if the capacity were to stay with the ground? What if ON could sell it only if someone takes over your facility? That would prevent the scenario of having it sold to an industry across town.

*Those options are something we would need to look at. We've learned information today that we didn't have before, so I think we need some time to discuss with our legal counsel. If we come out of this with several options, and a period of time to resolve it, I think that's fair. Today, I'm not in a position to say where we want to draw the line.*

That takes us back to whether the City allows a certain time period for ON to pay the fee without a penalty.

I think the first thing we have to do is determine ownership.

*What is the City's position for not granting us ownership? What are the concerns or fears about that scenario?*

It's that you would sell capacity to a third party. And the money from that sale would go to ON with your hookup fees never being paid to the City in the first place. It's also to maintain equity between customers. If the City has record you paid for your capacity, then you have the right to put it on the market; but if there is no proof of ownership, then you don't.

*So what is a record of ownership defined as? What would prove to you that we have ownership?*

Any sort of document that shows a hookup fee was paid; what the amount was, and when it was paid.

*So your perception is the capacity for our facility was just handed out in the past without any sort of purchase agreement.*

That's not our position; it is what is defined in the records.

If Zilog had paid the hookup fees, how much money would that have been? What entity did the City give capacity to first? Exxon or Zilog?

Exxon was the first to occupy the facility and Zilog was the first to own capacity. The records show back then sewer connection fees were ten to twenty dollars. But the permit fee would have also been based on capacity. I can't give a ballpark number for what that amount would have been, but based on other transactions done in the 1990's it's probably about a fifth of the amount it is today. Today its three million, so back then we could guess it would have been about \$600,000.

What is in the original building permit?

The original Exxon building permit cannot be found because everything was consolidated into electronic format. We have record of Zilog getting permits for the infrastructure they bought, but no hookup fees are documented in those permits.

Isn't a main part of this the issue of their reserved capacity? If they decide they want a reserved amount or a reduced amount, can't we go forward with a determination of that? Then the fee is either reduced or eliminated.

*If the City decides to say ON doesn't own it, but has to pay a capacity fee for holding it, when does that clock start? If it's our baseline from 2015, that would be one option on the table.*

The capacity fee started October 1, 2014, and the first COFee was issued on September 1, 2015.

*In that timeframe, ON never had the opportunity, no meeting ever held with us, to say how much capacity we wanted to keep in reserve. If we can figure that issue out, that is another option.*

I think we can surely get that resolved.

*With other industries, did the City have a year's worth of data and then the fee started going forward? Did you show them what their capacity was, what their fee would have been, and give them time to adjust or measure their capacity to see what they're using?*

It was all done within the timeframe that was just discussed. The program was set up so at day 364 you can request to have your permit lowered to a zero fee.

*This is where it gets confusing for us. Right now you're billing us for what I thought was our baseline but it's actually a bill for anything over 115 percent?*

Each customer has a permitted capacity and an operational range. If you get to the last week of the year and realize you didn't meet your threshold, and don't want to pay the COFee, at that time you could reduce your permitted capacity with no fee. That would have been by October of 2015. You would have had no fee from October 1, 2014, to September 1, 2015.

*If the City is going to say ON doesn't own the capacity – if you say we do, we'll pay the \$53,000 COFee and make it a done deal – but if not, I think we should be given an opportunity to say what amount of extra capacity we want to be billed for. I feel we were never given the opportunity to make that call.*

Records show that letters were sent to all industrial customers presenting the COFee and offering several chances to meet with the City and discuss it. There were opportunities for industries to make changes to their capacity to reduce their COFee.

I don't think we would have objections to giving ON another quarter to work out what you're using, and what you want to keep in reserve. But we need to figure out the ownership issue.

We're not going to be able to solve or answer the issue of ownership today. We don't have documentation or evidence produced by either entity that a purchase was made. The interest of Public Works is to either have the capacity used, or have it available to give to another customer. The COFee is charged regardless of whether a customer owns the capacity or not, it is based on what you are holding in reserve.

*What in this guarantees we have that amount of capacity going forward? Where is our capacity documented?*

The City would draft an agreement with ON, and staff is willing to do that.

*So there is no willingness to grant ON ownership without documentation of purchase? Even if it shows only a dollar was paid?*

That was our initial position, and still is our position. The City went through this process with every other industrial customer, and they were all able to show evidence of what had been purchased. I admit that when it comes to this situation, of going back two or three owners, it makes things more difficult. If there was a known capacity I think that makes sense. The first permit that had known capacity was Micron.

*If I produce something from Zilog is that going to be enough?*

Other customers have had their capacity change over time, but there was some documentation showing what they were permitted for and how it changed over time. Unfortunately we couldn't find that type of information for this situation.

*Just to summarize, we think the \$53,000 COFee can be resolved, but we really want to clarify the ownership. We'll go back and look at our records, but I think it's going to be difficult to find something from the days of Zilog. If we can negotiate the ownership of the capacity, what kind of fee would you be looking for?*

It seems we're saying a past customer at their facility didn't pay the hookup fee, but Aptina or ON has paid every month for their service. In that case, I would struggle with now charging ON the current full cost for ownership, since you've been paying as you go.

*Another issue is working out some sort of written guarantee that the unpurchased capacity stays with the building. So if someone buys our facility in the future, they would then have that flow and be able to continue doing business. They just wouldn't have the ability sell or transfer the capacity through the incentive program. We just want assurance of ownership.*

We can write an agreement that assigns capacity to that piece of real estate. And if you sell the business we can make an agreement that says the next owners don't have to pay a hookup fee.

*It would also be appreciated if we could have time pick our capacity, and then figure out the associated COFee for that amount.*

There would be a COFee for that new capacity. But are you asking the COFee for 2015 just be dropped?

*I'm saying that we pay for the amount of capacity we would have picked. Then we'll pay the COFee for that number going back to fiscal year 2015. Once we pay that COFee, we will have that amount of capacity going forward as ownership not purchased?*

Yes, and we will reevaluate ON's COFee for fiscal year 2015 based on your new capacity.

So, to summarize and ensure everything is clarified for understanding, it seems we kind of have this worked out. We will work with Nate on the new capacity limit for the facility. And in terms of ownership, if we could get an agreement showing that ON owns that amount of capacity, but without the ability to buy or sell it through the incentive policy. And how long do we have to try and find documentation of ownership?

You have up until you sign the new agreement, which will be presented at the next quarterly BOA meeting, which is in three months.

*And we will get started on figuring out the new number for our capacity and the COFee for that amount.*

Yes, so in three months, if no proof of ownership is found, ON will sign an agreement for their adjusted capacity if they change it or for the full amount if they don't.

**After much discussion it was determined, 1) ON and the BOA would reconvene at the next BOA regularly scheduled meeting to allow time to search and produce documentation of purchased capacity from previous site owner (Zilog); 2) No previous documentation has been found to date by ON or the City. If no such documentation is found, City and ON will create an agreement identifying owned but unpurchased capacity specific to the ON site; 3) Such capacity will not be subject to Industrial Incentive Policy; 4) ON will provide its requested permitted capacity that would be subject to the COFee for fiscal year 2015 and forward; and 5) late fees were waived.**

**Motion made, seconded, with no abstention, on action items outlined above, 1 through 5.**

### **Materne Wastewater Billing Update**

*Nate Runyan, P.E., Deputy Public Works Director*

The history with Materne's billing goes back to the BOA meeting from September 2015 (*see Attachment D*). At that meeting the increase of capacity and extension of Materne's temporary permit was disclosed and discussed. Materne's pretreatment had a meter issue with their discharge sewer flow, and the City mistakenly charged domestic sewer to their industrial meter when the billing was set up.

You all have a summary in your packet that explains staff's efforts from October through December 2015, confirming Materne's flow meter for sewer is working. During that effort another issue was identified and fixed – Materne's six-inch industrial flow meter was not registering properly, so it was replaced. And in alignment with the City's rebilling policy, staff worked with Materne to evaluate and estimate their flows and recalculate their bills. Both parties agreed to the new flow estimates and associated billing. The domestic charge of \$328.03 that Materne owed was added to their bill for March 2016. For industrial sewer charges Materne had overpaid \$23,175.45 so a refund was issued for this amount.

The billing and meter issues have been fixed, and everyone is now in agreement. Materne will be coming before City Council in about a month to request additional capacity. Going back to September 2015, Materne thought they had enough capacity to take them to twelve lines of production. But they are currently at six and have reached their limit. So they will be modifying their pretreatment process, and in the interim, need a 90 day loan of capacity to prevent them from being in violation of their permit. Overall, this was a huge success and example of how the Industrial Incentive Policy can work to benefit all parties.

**This agenda item did not require action from the Board.**

#### **City Summary of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests**

*Michael Fuss, P.E., Public Works Director*

Property owner's irrigation tax exclusion and/or no benefit rate requests were presented to the Board (*see Attachment E*). The BOA concurred with staff's recommendations.

**Motion made, seconded, with no abstention to approve staff's recommendations as outlined in Summary of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests.**

#### **Underlying Irrigation Districts Summary of Landowner Requests for Exclusion of Water Rights**

*Michael Fuss, P.E., Public Works Director*

A summary of underlying irrigation districts landowner requests for exclusion from water rights was presented to the Board (*see Attachment F*). The Board concurred with action by staff and had no comments or questions.

**This agenda item did not require action from the Board.**

#### **Waiver of Irrigation Assessment**

*Michael Fuss, P.E., Public Works Director*

Part of the process for the domestic water and irrigation rate increase was to ensure the City had correct data. GIS staff looked at every parcel in the Nampa Municipal Irrigation System (System) and identified three properties that should not have been included (*see Attachment G*). The properties are 11324 West Hawkins Avenue, 232 North Turtle Dove Way, and 0 Wintergreen Drive. All three properties are adjacent county parcels. However, as a result of adjacent residential development and annexation into the City, these properties were inadvertently included in the System. Staff recommends that the City portion of the 2016

irrigation assessments be waived and begin steps to deannex the parcels from the System. The Board concurred with Staff recommendation.

**Motion made, seconded, with no abstention that the City portion of the 2016 irrigation assessment be waived and steps begin for deannexation of 11324 West Hawkins Avenue, 232 North Turtle Dove Way, and 0 Wintergreen Drive.**

**Authorize Staff to Proceed (with same action on future customer requests)**  
*Michael Fuss, P.E., Public Works Director*

Staff requested authorization to proceed with the same action on any future customer requests (as outlined in preceding agenda item) without BOA authorization. The Board concurred with Staff's request.

**Motion made, seconded, with no abstention to allow staff to waive future City portion irrigation assessments and begin deannexation of parcels from the Nampa Municipal Irrigation System without BOA approval (that meet same criteria as outlined in the preceding agenda item).**

**Meeting adjourned.**

**Amended  
Board of Appraisers Meeting Agenda  
Thursday, April 14, 2016, 9:00 a.m. to 11:00 a.m.  
Nampa City Hall, Mayor's Conference Room**

<b>Begin</b>	<b>End</b>	<b>Topic</b>
9:00 a.m.	9:03 a.m.	<b>Welcome and Roll Call</b>
9:03 a.m.	9:05 a.m.	<b>Proposed Amendments to Agenda</b> Any items added less than 48 hours prior to the meeting are added by BOA motion at this time
9:05 a.m.	9:20 a.m.	<b>J.R. Simplot Company Capacity Transfer</b> <i>Nate Runyan, P.E., Deputy Public Works Director</i>
9:20 a.m.	9:30 a.m.	<b>ON Semiconductor Wastewater COFee Update</b> <i>Nate Runyan, P.E., Deputy Public Works Director</i>
9:30 a.m.	9:40 a.m.	<b>Materne Wastewater Billing Update</b> <i>Nate Runyan, P.E., Deputy Public Works Director</i>
9:40 a.m.	9:55 a.m.	<b>City Summary of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests</b> <i>Michael Fuss, P.E., Public Works Director</i>
9:55 a.m.	10:00 a.m.	<b>Underlying Irrigation Districts Summary of Landowner Requests for Exclusion of Water Rights</b>
10:00 a.m.	10:15 a.m.	<b>Waiver of Irrigation Assessment</b> <ul style="list-style-type: none"> <li>• 11324 West Hawkins Avenue</li> <li>• 232 North Turtle Dove Way</li> <li>• 0 Wintergreen Drive</li> </ul> <b>Authorize Staff to Proceed (with same action on future customer requests)</b> <i>Michael Fuss, P.E., Public Works Director</i>

**Board of Appraisers Meeting Agenda**  
**Thursday, April 14, 2016, 9:00 a.m. to 11:00 a.m.**  
**Nampa City Hall, Mayor's Conference Room**

<b>Begin</b>	<b>End</b>	<b>Topic</b>
9:00 a.m.	9:03 a.m.	<b>Welcome and Roll Call</b>
9:03 a.m.	9:05 a.m.	<b>Proposed Amendments to Agenda</b> Any items added less than 48 hours prior to the meeting are added by BOA motion at this time
9:05 a.m.	9:20 a.m.	<b>J.R. Simplot Company Capacity Transfer</b> <i>Nate Runyan, P.E., Deputy Public Works Director</i>
9:20 a.m.	9:30 a.m.	<b>Aptina Wastewater COFee Update</b> <i>Nate Runyan, P.E., Deputy Public Works Director</i>
9:30 a.m.	9:40 a.m.	<b>Materne Wastewater Billing Update</b> <i>Nate Runyan, P.E., Deputy Public Works Director</i>
9:40 a.m.	9:50 a.m.	<b>Report of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests</b> <i>Michael Fuss, P.E., Public Works Director</i>
9:50 a.m.	10:05 a.m.	<b>Waiver of Irrigation Assessment</b> <ul style="list-style-type: none"> <li>• 11324 West Hawkins Avenue</li> <li>• 232 North Turtle Dove Way</li> <li>• 0 Wintergreen Drive</li> </ul> <b>Authorize Staff to Proceed (with same action on future customer requests)</b> <i>Michael Fuss, P.E., Public Works Director</i>

PAGE BREAK

### **Simplot Company Capacity Transfer Agreement**

- In October 2015, Simplot Company and six other industrial wastewater customers (Exhibit A) were assessed a Capacity Optimization Fee (COFee). The fee is based on a customer's unused portion of permitted wastewater capacity. The COFee became effective for the first time in Fiscal Year 2015.
- In December 2015, Simplot Company and Public Works Staff started discussions about mitigation options for the COFee. The City and Simplot Company recognized a common interest to make the unused wastewater capacity available for sale.
- At the January 19, 2016, Board of Appraisers extended Simplot Company's COFee payment deadline to April 18, 2016. Simplot Company and Staff began to develop an agreement for commitment of capacity for sale to wastewater customers.
- Together, Public Works Staff and Simplot Company developed the Agreement (Exhibit B). The agreement provides long term benefits for Nampa's citizens and businesses. This is achieved by Simplot Company committing a portion of their wastewater capacity to the City for sale to sewer system customers. The City will pay Simplot Company the sewer connection fees and waiver COFee assessments for the term of the agreement, 10 years. Based on current growth rates, Simplot Company's capacity commitment is equivalent to approximately 10 years of residential growth.
- This agreement was structured to align with the City's Wastewater Industrial Incentives Policy. In effect, creating an alternative to COFees for all of Nampa's Industrial Customers.
- The effective date of the Agreement is October 1, 2016.
- Staff plans to present the Agreement for City Council approval on April 18, 2016.

**REQUEST:** Approve the Agreement with J.R. Simplot Company for the Transfer of Wastewater Treatment Capacity to the City.

**Capacity Optimization Fee - FY15 Billing Information**

<b>Industry Name</b>	<b>Amount Billed</b>	<b>Payment Choice</b>	<b>Balance</b>
Admiral Beverage	\$ 19,914.00	Installment \$1,659.50/per month	\$ 13,276.00
Great American Appetizers	\$ 13,681.00	Lump Sum	\$ -
ON Semiconductor	\$ 53,215.00		\$ 53,215.00
Packaging Corporation of America	\$ 8,262.00	Lump Sum	\$ -
Porta Pros	\$ 1,150.00	Installment \$95.83/per month	\$ 766.68
Simplot Meat	\$ 160,319.00		\$ 160,319.00
Simplot Potato	\$ 26,930.00		\$ 26,930.00
The Amaglamated Sugar Company (TASCO)	\$ 11,424.00	Lump Sum	\$ -
<b>2015 Total Invoiced</b>	<b>\$ 294,895.00</b>	<b>Total Payments</b>	<b>\$ 40,388.52</b>

Exhibit "B"

**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.

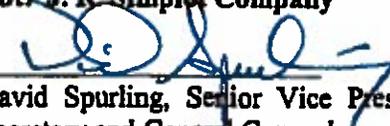
7. **Termination.** This Agreement shall expire at the end of its 10-year term. This Agreement shall not terminate prior to the end of the 10-year term unless mutually agreed upon in writing by both parties. Any remaining balance of the Transferred Capacity that exists upon the expiration of this Agreement 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>	
<b>Flow (gallons per day)</b>	<b>1,048,700</b>
<b>Biological Oxygen Demand (pounds per day)</b>	<b>12,149</b>
<b>Total Suspended Solids (pounds per day)</b>	<b>9,658</b>
<b>Total Kjeldahl Nitrogen (pounds per day)</b>	<b>1,041.9</b>
<b>Total Phosphorus (pounds per day)</b>	<b>397.7</b>

**EXHIBIT B**

<b>Amounts to be transferred to the City of Nampa</b>	
<i>Flow (gallons per day)</i>	<b>419,480.0</b>
<i>Biological Oxygen Demand (pounds per day)</i>	<b>4,859.6</b>
<i>Total Suspended Solids (pounds per day)</i>	<b>3,863.2</b>
<i>Total Kjeldahl Nitrogen (pounds per day)</i>	<b>416.8</b>
<i>Total Phosphorus (pounds per day)</i>	<b>159.1</b>

**Exhibit C**

<b>JR Simplot remaining Industrial Wastewater Acceptance Permit levels</b>	
<i>Flow (gallons per day)</i>	<b>629,220.0</b>
<i>Biological Oxygen Demand (pounds per day)</i>	<b>7,289.4</b>
<i>Total Suspended Solids (pounds per day)</i>	<b>5,794.8</b>
<i>Total Kjeldahl Nitrogen (pounds per day)</i>	<b>625.1</b>
<i>Total Phosphorus (pounds per day)</i>	<b>238.6</b>

**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.

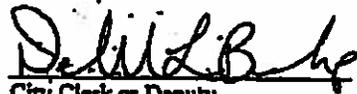
**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 2<sup>ND</sup> DAY OF FEBRUARY, 2015.**

**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	Santer Only, bi-monthly rate	\$ 14.48	\$ 15.18	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)	\$ 2.87	\$ 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	\$ 638.00	\$ 638.00	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	\$ 2,374.99	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)	\$ 0.145	\$ 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*	\$ 1,236.00	\$ 852.00		\$ 2,088.00
SE2	No	Waste Strength BOD/mg/l (0200-0400) per EDU*	\$ 1,236.00	\$ 1,652.00		\$ 2,888.00
SE3	No	Waste Strength BOD/mg/l (0400-0600) per EDU*	\$ 1,236.00	\$ 2,116.00		\$ 3,354.00
SE4	No	Waste Strength BOD/mg/l (0600-0800) per EDU*	\$ 1,236.00	\$ 2,586.00		\$ 3,821.00
SE5	No	Waste Strength BOD/mg/l (0800-1000) per EDU*	\$ 1,236.00	\$ 3,848.00		\$ 5,084.00
SE6	No	Waste Strength BOD/mg/l (1000-1500) per EDU*	\$ 1,236.00	\$ 4,694.00		\$ 5,930.00
SE7	No	Waste Strength BOD/mg/l (1500-2000) per EDU*	\$ 1,236.00	\$ 5,629.00		\$ 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.

Industrial Hook-up Fees					
No	Industrial Flow (per million gallons)	\$ 4,204,978	\$ 851,284		\$ 4,856,270
No	Industrial BOD (per pound per day)	\$ -	\$ 383.00		\$ 383.00
No	Industrial TSS (per pound per day)	\$ -	\$ 667.00		\$ 667.00
No	Industrial TKN (per pound per day)	\$ -	\$ 2,843.00		\$ 2,843.00
No	Industrial TP (per pound per day)	\$ -	\$ 19,250.00		\$ 19,250.00
No	Industrial TDS (per pound per day)	\$ -	\$ -		\$ -
Description - WASTEWATER Industrial Capacity Optimization Fee		Current Revenue	Proposed Revenue	Percent Change*	Est Annual
No	Industrial Flow (per million gal. of unused capacity)	\$ 444.67	\$ 444.67	\$ -	
No	Industrial BOD (per pound of unused capacity)	\$ 0.044	\$ 0.044	\$ -	
No	Industrial TSS (per pound of unused capacity)	\$ 0.038	\$ 0.038	\$ -	
No	Industrial TKN (per pound of unused capacity)	\$ 0.329	\$ 0.329	\$ -	
No	Industrial TP (per pound of unused capacity)	\$ 0.076	\$ 0.076	\$ -	

\* 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.

EXHIBIT B

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.
<b>Multi-family Housing</b>			
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
<b>Retail &amp; Department Stores</b>			
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.

PAGE BREAK



# City of Nampa

PUBLIC WORKS ADMINISTRATION

OFFICE (208) 468-5840

CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83651 FAX (208) 467-8194

## MEMORANDUM

**DATE:** April 13, 2016

**TO:** Board of Appraisers

**FROM:** Nate W. Runyan, P.E., Deputy Public Works Director *NWR*

**RE:** ON Semiconductor, SCI LLC (ON) – Capacity Optimization Fee Update

### Background

On November 20, 2015 ON Semiconductor, SCI LLC (ON) was invoiced \$53,215.00 for the Fiscal Year 2015 Capacity Optimization Fee (COFee). Along with the invoice, a cover letter was sent providing payment due date, payment options, and City contact information. Monthly statements have been sent to ON Semiconductor monthly and no payments have been received.

In January 2016, Staff contacted Mr. Shane Brown, Facility Manager, to discuss the COFee payment status. Two meetings have been held with Shane to discuss payment and COFee mitigation options. Wastewater Industrial Incentive Policy has been discussed and provided to Mr. Brown. Mitigation options discussed include; a reduction of permitted capacity to avoid the fee, a transfer of capacity that could be reserved for a defined period of time for future growth, and conversion of capacity to other parameters.

Staff believes it has made the logical attempts on collection. ON is a significant industrial customer in Nampa and before taking further action requests direction from the Board of Appraisers and authorization from the Nampa City Council.

### Proposal

Staff has developed four potential options:

- A. Provide April COFee Statement
- B. Provide April COFee Statement requesting payment within 30 days
- C. Provide April COFee Statement with late fee
- D. Provide April COFee Statement with late fee, waiver of late fee if payment received within 30 days
- E. Provide ON a date certain that service interruption will occur for nonpayment, unless payment or payment arrangements are made

### Request

Provide Staff with direction on COFee billing for On Semiconductor.

PAGE BREAK



# City of Nampa

PUBLIC WORKS ADMINISTRATION

OFFICE (208) 468-5840

CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83851 FAX (208) 467-9194

## MEMORANDUM

DATE: April 12, 2016

TO: Board of Appraisers

FROM: Nate W. Runyan, P.E., Deputy Public Works Director

RE: Materne North American – Utility Billing Update

### Background

At the June 29, 2015 Board of Appraisers meeting, Staff reported that Materne was in the process of replacing a malfunctioning flow meter. In addition, the City was incorrectly charging the domestic sewer rate to the industrial water service. Staff was directed to handle both billing corrections once the new flow meter was installed.

During inspection of the new flow meter, it was determined that Materne's 6" production supply meter had also failed. The Water Division installed a new 6" meter in October.

### Results

From October to December 2015, Staff collected both water service and sewer flow meter data to confirm that all meters were functioning correctly. The flow meter data was utilized to develop billable flow volumes for both domestic and wastewater billing for the months of November 2014 through September 2015. City Staff and Materne agreed to billable flow volumes.

In March of 2015, billing corrections were made to Materne's account.

- Refund for the Industrial Sewer of \$23,175.45. Check was sent at Materne's request.
- Charge for Domestic Water of \$328.03. This amount was added to the March Water Bill.

<b>Billing Summary</b>			
\$328.03	Water		Under billed 6" Water Service
\$1,166.85	Sewer		Under billed Domestic Sewer
(\$11,485.68)	Sewer		Overbilled Domestic Sewer
(\$12,856.62)	Sewer		Overbilled Industrial Sewer
(\$22,847.42)	Total		
<b>Materne overpaid</b>		<b>\$22,847.42</b>	

Attached is the billing correction itemized by month.



PAGE BREAK

**Nampa Municipal Irrigation System  
Summary of Landowner Irrigation Tax Exclusion and/or No Benefit Rate Requests  
Board of Appraisers  
April 14, 2016**

Since the last Board of Appraisers meeting, staff has received a number of exclusion and/or reduced rate (No Benefit) requests. Based upon field report findings, Staff makes the following recommendations to the Board of Appraisers:

- A. **No change in customer status** as the following properties do not meet the criteria for exclusion and/or reduced rate:

Name of Landowner	Service Address
Bader, Andrew	0 South Happy Valley Road
Bloom, Dan	3804 Whistler Lane
Chadwick, Stan	2700 East Iowa Avenue
Espinoza, Juan	315 12 <sup>th</sup> Avenue North
Spencer, Mary Jo	415 9 <sup>th</sup> Avenue South

- B. **Authorize No Benefit rate** for the following customers as the properties meet the qualifications for reduced rate:

Name of Landowner	Service Address
Clauson, Robert	0 7 <sup>th</sup> Avenue North (R0854800000)
Clauson, Robert	0 7 <sup>th</sup> Avenue North (R0855101000)
Cook, Michael	0 North Midland Boulevard
Edwards, Richard	0 West Ogden Avenue
Metzker, Velma	1120 Garrity Boulevard

- C. **Authorize No Benefit rate** for the following customers as properties meet the criteria of an undeveloped lot. Upon issuance of building permit, property will be assessed at full benefit rate:

Name of Landowner	Service Address
Medina, Rene	0 3 <sup>rd</sup> Street North
Newby, Roeland	3800 East Newby Street

There are no appeals to report at this writing.

**REQUEST:** Board of Appraisers authorizes the actions as identified by staff and await City Council ratification.

PAGE BREAK

**Underlying Irrigation Districts  
Summary of Landowner Requests for Exclusion of Water Rights  
Board of Appraisers  
April 14, 2016**

**Boise-Kuna Irrigation District**

No requests were received from the Boise-Kuna Irrigation District since last report.

**Nampa Meridian Irrigation District**

No requests were received from the Nampa Meridian Irrigation District since last report.

**Pioneer Irrigation District**

- City Staff was notified by Pioneer Irrigation District (PID) that requests for exclusion from water rights was received for the following properties:

<b>Property Address</b>	<b>Within City Limits</b>	<b>Annexation to City System</b>	<b>Service Available</b>
1615 West Orchard Avenue	Yes	No	Yes

- Staff has provided written comment to PID opposing their customer's requests
- If within City limits and utilities are available, annexation of property into the Nampa Municipal Irrigation System can occur upon owner request and payment of fees

PAGE BREAK



# City of Nampa

Attachment G

**ENGINEERING DIVISION**

**OFFICE (208) 468-5458**

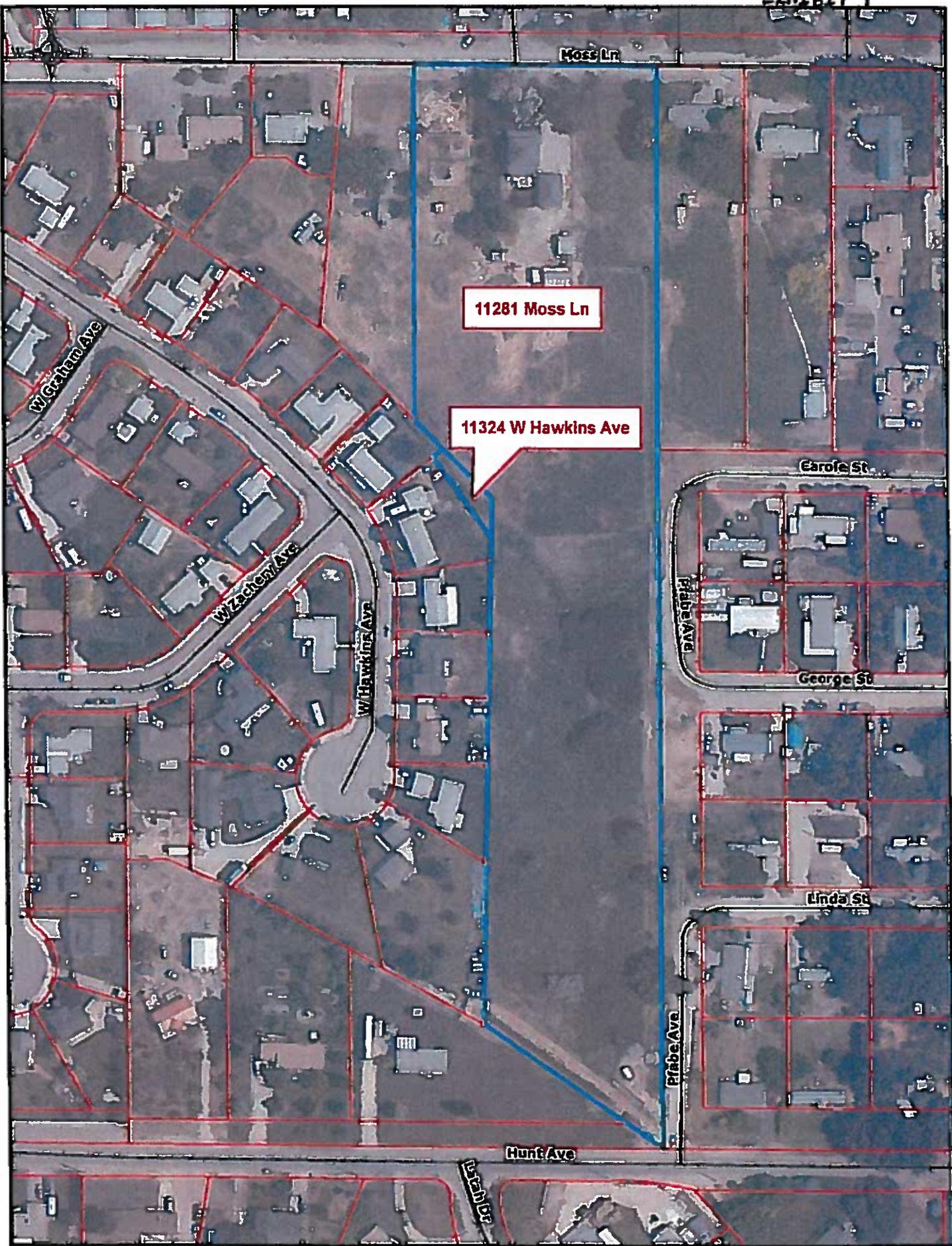
**CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83651 FAX (208) 465-2261**

**DATE:** April 7, 2016  
**TO:** Board of Appraisers  
**FROM:** Daniel Badger, P.E., Staff Engineer   
**SUBJECT:** Request to Waive Irrigation Assessment for Lyle and Sharon Johnson,  
11324 West Hawkins Avenue

## **Background**

- Lyle and Sharon Johnson reside at 11281 Moss Lane, an enclaved Canyon County parcel in Nampa City limits
- Moss Pointe Subdivision No. 1 was developed in 2000, adjacent to the Johnson property
- Moss Pointe Subdivision No. 1 was annexed into the Nampa Municipal Irrigation System in 2000
- During or after the recording of the plat for this development, a property boundary dispute was filed by Lyle and Sharon Johnson, pertaining to 11324 West Hawkins Avenue (see Exhibit 1)
- As a result of this property dispute, the developer of Moss Pointe deeded a portion of 11324 West Hawkins Avenue to the Johnson's in May 2001
- Prior to a 2015 audit by Public Works Engineering Division, this deeded portion was not assessed for irrigation services by the Nampa Municipal Irrigation System
- As a result of the audit, this deeded portion was assessed for the first time for 2016 irrigation services
- The Johnsons contacted the City and requested this assessment be waived as the parcel does not receive City irrigation services (see Exhibit 2)
- Engineering Staff has reviewed this matter and verified that the Johnson property (11281 Moss Lane), and the small parcel in question (11324 West Hawkins Avenue), does not receive service from the City's pressurized irrigation system
- Staff recommends approval of this waiver request and deannexation from the Nampa Municipal Irrigation System

**REQUEST:** Waive City portion of 2016 Irrigation Assessment (\$40.11) (see Exhibit 3) and begin steps to deannex 11324 West Hawkins Avenue from the Nampa Municipal Irrigation System



11281 Moss Ln

11324 W Hawkins Ave

**Sheri Murray**

---

**From:** Sharon Johnson <njsjaj@msn.com>  
**Sent:** Friday, April 01, 2016 1:33 PM  
**To:** Sheri Murray  
**Subject:** Request for Waiver of Irrigation Bill  
**Attachments:** Request to Nampa of Irrigation Waiver349.pdf; Request to Nampa of Irrigation Waiver349.pdf

**Importance:** High

Michael Fuss  
Public Works Director  
Nampa City Hall  
411 3rd St. So.  
Nampa, ID 83651

Dear Mr. Fuss,

We recently received an Irrigation Assessment from the City of Nampa for a very small sliver of property that we own. Several years ago a developer purchased the land adjacent to ours and tried to encroach on our property through a survey. We retained an attorney and were able to prevail against the developer. However, this small sliver of our property was inadvertently annexed into the city with his development.

We have spoken with City of Nampa staff in the Engineering Department, and they are in the process of de-annexing this small sliver of property from the municipal district at our request. We were advised that this process could take some time. In light of that, we are asking that this Irrigation Assessment bill be waived. It is our understanding that this matter needs to be heard before the Board of Water and Sewer Appraisers at their next meeting in April. We have attached copies of the pertinent paperwork. If you have any questions, please feel free to contact us.

Sincerely,

Lyle and Sharon Johnson  
11281 Moss Lane  
Nampa, ID 83651  
(208)407-1117

Exhibit 3



City of Nampa  
401 3rd St. S.  
Nampa, ID 83651  
208-468-5711

**2016 IRRIGATION ASSESSMENT**

Pay free on-line at [www.cityofnampa.us](http://www.cityofnampa.us)  
Or by phone 855-322-7410  
There is a \$1.50 fee per transaction.

**DUE DATE: 04/01/2016**  
**ACCOUNT NO.: 206572-000**  
**CURRENT DUE: 46.58**  
**PAST DUE AMOUNT:**  
**TOTAL DUE: 46.58**

5555 14\*1\*\*\*\*\*SCH 5-DIGIT 83651



LYLE JOHNSON  
11281 MOSS LN  
NAMPA ID 83651-8061



City Of Nampa  
401 3rd St. S.  
Nampa, ID 83651-3721

Make checks payable to: City of Nampa - Please include account number on check.  
Return this portion with payment.



City of Nampa  
401 3rd St. S.  
Nampa, ID 83651  
208-468-5711

**2016 IRRIGATION ASSESSMENT**

Account Number: 206572-000  
Service Address: 11324 W HAWKINS AVE

Bill To: LYLE JOHNSON  
11281 MOSS LN  
NAMPA ID 83651-8061

Legal Description: 07-3N-2W SE MOSS POINTE #1 TX 01491  
IN LT 17 BLK 2

2016 IRRIGATION ASSESSMENT	AMOUNT DUE
2016 Fb Pioneer	6.47
2016 Res Fb Municipal	40.11
<b>Current Amt Due</b>	<b>46.58</b>
<b>Total Amount Due</b>	<b>46.58</b>

Due Date April 1, 2016

Delinquent Date July 1, 2016

Accounts not paid by June 30, 2016 will be assessed a 2% penalty, 8% per annum delinquent interest and a \$40.00 service charge.

Please call 468-5711 to update your phone number and e-mail address. If paying your bill through online banking, please ensure your banking institution has the correct account number.

Your account number may have changed. Please be sure to update your account number information for your online payments, bill pay, or on-line banking.

The curbstop that controls your pressurized irrigation is to be operated by City personnel only. If you need assistance shutting off the water to install your own control valve, please call 468-5860.

You can now make a one-time payment without having to register. Just go to <https://nampa.merchanttransact.com/Bills/Default.aspx>, enter your account number, click on Make Payment, enter your payment information, and submit. A receipt will be emailed to you. There is NO Fee for this service.

Si necesita ayuda con la traducción de esta factura, por favor llame (208)468-5701

Pay on-line at [www.cityofnampa.us](http://www.cityofnampa.us)

PAGE BREAK



# City of Nampa

ENGINEERING DIVISION

OFFICE (208) 468-5458

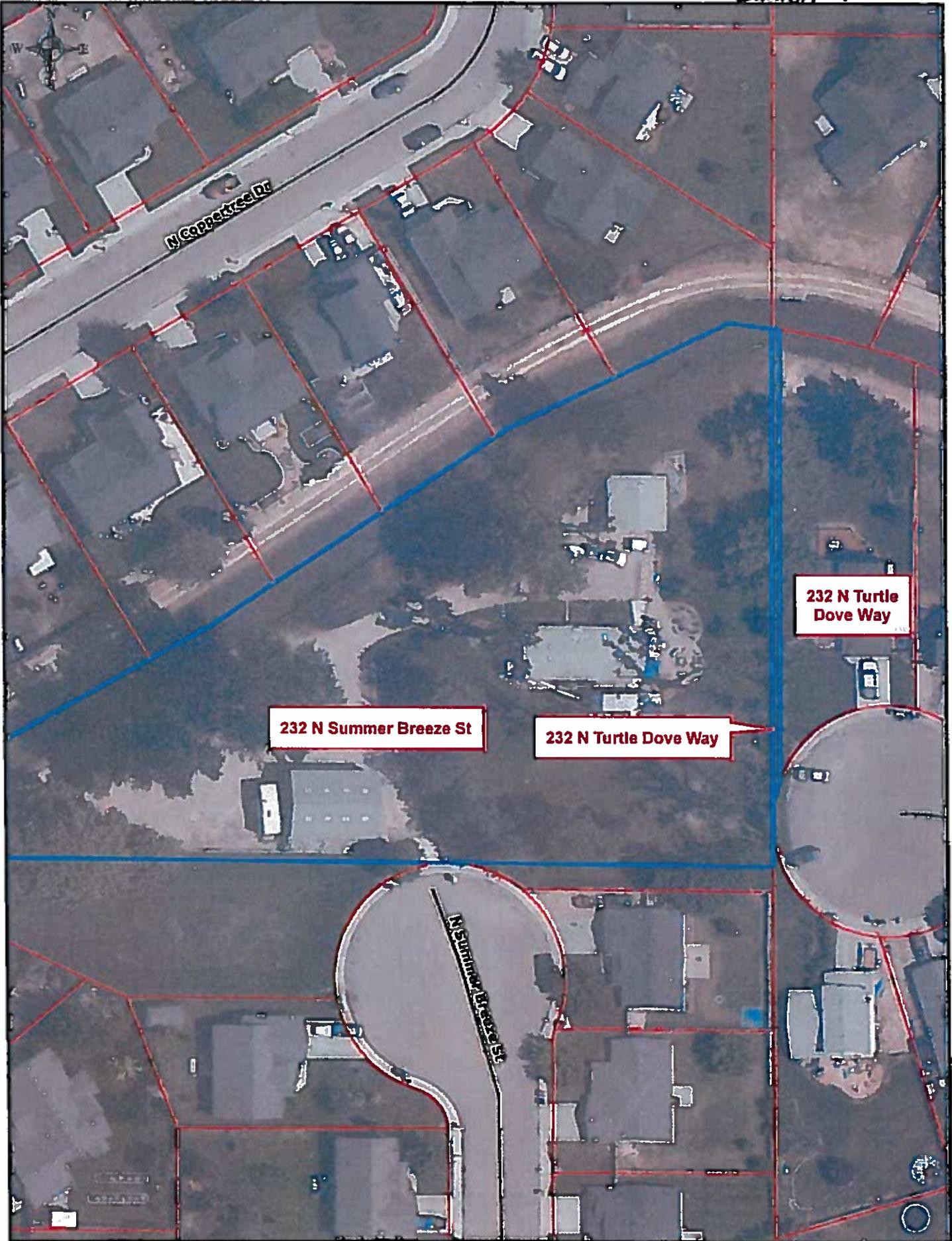
CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83651 FAX (208) 465-2261

DATE: April 7, 2016  
TO: Board of Appraisers  
FROM: Daniel Badger, P.E., Staff Engineer  
SUBJECT: Request to Waive Irrigation Assessment for Lynn Hawker,  
232 N. Turtle Dove Way

## Background

- Lynn Hawker owns N. Summer Breeze Street, an enclaved Canyon County parcel in Nampa City limits
- Pheasant Ridge Subdivision No. 2 was developed in 1999, adjacent to the Hawker property
- Pheasant Ridge Subdivision No. 2 was annexed into the Nampa Municipal Irrigation System in 1999
- During or after the recording of the plat for this development, a property boundary dispute arose, pertaining to 232 N. Turtle Dove Way (see Exhibit 1)
- As a result of this property dispute, the developer of Pheasant Ridge deeded a portion of 232 N. Turtle Dove Way to the owner of 232 N. Summers Breeze Street
- Prior to a 2015 audit by Public Works Engineering Division, this deeded portion was not assessed for irrigation services by the Nampa Municipal Irrigation System
- As a result of the audit, this deeded portion was assessed for the first time for 2016 irrigation services
- Ms. Hawker contacted the City and requested this assessment be waived as the parcel does not receive City irrigation services (see Exhibit 2)
- Engineering Staff has reviewed this matter and verified that the Hawker property (232 N. Summer Breeze Street), and the small parcel in question (232 N. Turtle Dove Way), does not receive service from the City's pressurized irrigation system
- Staff recommends approval of this waiver request and deannexation from the Nampa Municipal Irrigation System

**REQUEST:** Waive City portion of 2016 Irrigation Assessment (\$23.26) (see Exhibit 3) and begin steps to deannex 232 N. Turtle Dove Way from the Nampa Municipal Irrigation System



N Coppertree Dr

232 N Summer Breeze St

232 N Turtle Dove Way

232 N Turtle Dove Way

N Summers

**Sheri Murray**

Exhibit 2

---

**From:** Lynn Hawker <lynnhawker@yahoo.com>  
**Sent:** Wednesday, April 06, 2016 2:43 PM  
**To:** Sheri Murray  
**Subject:** Remove from municipal irrigation  
**Attachments:** 002.tif

Sheri,

Please see the attached irrigation assessment and consider this property for removal from municipal irrigation. This section of property showing a service address of 232 N Turtle Dove Way is a 3.5' strip of property that belongs with 232 N Summer Breeze St, the larger property is county and serviced by Pioneer Irrigation. I am sending this email per instructions from Daniel (468-5469). If you have any questions please contact me.

Thank you,

Lynn Hawker (formerly Junge)  
1707 Emerald Ave  
Caldwell, ID 83605  
(208) 859-3477



City of Nampa  
401 3rd St. S.  
Nampa, ID 83651  
208-468-5711

*Exhibit 3*



+ 2 0 6 3 3 5 + 0 0 0 + 0 0 0 0 2 5 4 1 + \*

**2016 IRRIGATION ASSESSMENT**

Pay free on-line at [www.cityofnampa.us](http://www.cityofnampa.us)  
Or by phone 855-322-7410  
There is a \$1.50 fee per transaction.

DUE DATE: 04/01/2016  
ACCOUNT NO: 206335-000  
CURRENT DUE: 25.41  
PAST DUE AMOUNT:  
TOTAL DUE: 25.41

41 1\*1\*\*\*\*\*SCH 5-DIGIT 83605



LYNN JUNGE  
1707 EMERALD AVE  
CALDWELL ID 83605-4794

City Of Nampa  
401 3rd St. S.  
Nampa, ID 83651-3721

Make checks payable to: City of Nampa - Please include account number on check.  
Return this portion with payment.



City of Nampa  
401 3rd St. S.  
Nampa, ID 83651  
208-468-5711

**2016 IRRIGATION ASSESSMENT**

Account Number: 206335-000  
Service Address: 232 N TURTLE DOVE WAY

Bill To: LYNN JUNGE  
1707 EMERALD AVE  
CALDWELL ID 83605-4794

Legal Description: 20-3N-2W NW PHEASANT RIDGE #2 W 3.5'  
OF LT 42 BLK 1

2016 IRRIGATION ASSESSMENT	AMOUNT DUE
2016 Fb Pioneer	2.15
2016 Res Fb Municipal	23.26
<i>122<sup>N</sup> Middleton</i>	
<i>232 N Summer Breeze</i>	
Current Amt Due	25.41
Total Amount Due	25.41

Due Date April 1, 2016

Delinquent Date July 1, 2016

Accounts not paid by June 30, 2016 will be assessed a 2% penalty, 8% per annum delinquent interest and a \$40.00 service charge.

Please call 468-5711 to update your phone number and e-mail address. If paying your bill through online banking, please ensure your banking institution has the correct account number.

Your account number may have changed. Please be sure to update your account number information for your online payments, bill pay, or on-line banking.

The curbstop that controls your pressurized irrigation is to be operated by City personnel only. If you need assistance shutting off the water to install your own control valve, please call 468-5860.

You can now make a one-time payment without having to register. Just go to <https://nampa.merchantransact.com/Bills/Default.aspx>, enter your account number, click on Make Payment, enter your payment information, and submit. A receipt will be emailed to you. There is NO Fee for this service.

Si necesita ayuda con la traducción de esta factura, por favor llame (208)468-5701

Pay on-line at [www.cityofnampa.us](http://www.cityofnampa.us)

PAGE BREAK

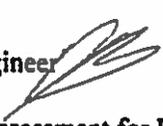


# City of Nampa

**ENGINEERING DIVISION**

**OFFICE (208) 468-5458**

**CITY HALL 411 THIRD STREET SO. NAMPA, IDAHO 83651 FAX (208) 465-2261**

**DATE:** April 12, 2016  
**TO:** Board of Appraisers  
**FROM:** Daniel Badger, P.E., Staff Engineer   
**SUBJECT:** Request to Waive Irrigation Assessment for Hal Iverson,  
0 Wintergreen Drive

## **Background**

- Hal Iverson resides at 112 South Grays Lane, an enclaved Canyon County parcel in Nampa City limits
- Parkridge Meadows #2 was developed in 2001, adjacent to the Iverson property
- Parkridge Meadows #2 was annexed into the Nampa Municipal Irrigation System in 2001
- After recording the plat for this development, the property of 0 Wintergreen Drive was deeded to Mr. Iverson sometime in 2012 (see Exhibit 1). However, irrigation assessments were mailed to Parkridge Meadows Homeowners Association's address, which subsequently were returned to Utility Billing
- An audit was conducted in 2015 by the Public Works Engineering Division. As a result, the 0 Wintergreen Drive's billing address was corrected and Mr. Iverson received his first assessment from the City's Nampa Municipal Irrigation System
- Mr. Iverson contacted the City about the previous assessment balance, and requested a No Benefit rate (see Exhibit 2) as the parcel does not receive City irrigation service
- Due to the address error, and keeping with billing policy, Staff will back off the past two years irrigation assessments (2014 and 2015) in the amount of \$127.96
- In response to Mr. Iverson's No Benefit request, Engineering Staff conducted a field survey. It was discovered that Hal Iverson's enclaved property (112 South Grays Lane), and the small parcel in question (0 Wintergreen Drive), does not receive service from the City's pressurized irrigation system
- Staff recommends approval of this waiver request and deannexation from the Nampa Municipal Irrigation System

**REQUEST:** Waive City portion of 2016 Irrigation Assessment (\$81.17) (see Exhibit 3) and begin steps to deannex 0 Wintergreen Drive from the Nampa Municipal Irrigation System

Exhibit 1



92

96

96 S Grays Ln

Area deeded and combined with 96 S Grays Ln

Original Parcel 7A Park Ridge Meadows



0 Wintergreen Dr

Area deeded to Mr. Iverson

112

112 S Grays Ln

S Grays Ln

Whistler Ln

111

116

117

201

200

201

205

204

205



**IRRIGATION TAX EXCLUSION AND/OR NO BENEFIT RATE  
CUSTOMER REQUEST WORKSHEET**

***A. Central Services:***

<b>Date of Request:</b> 03/17/2016	<b>Irrigation District:</b> Nampa Meridian
<b>Type of Request:</b> NO Benefits rates <input type="checkbox"/>	
<b>Reason for Request:</b> This is a driveway. Does not water it	
<b>Landowner's Name:</b> Hal Iverson	<b>Service Address:</b> 0 Wintergreen Dr.
<b>Mailing Address:</b> 112 S. Grays Ln Nampa, ID 83687	<b>Assessment No.</b> R31793259A0
	<b>Current Irrigation Code:</b> RFM
<b>Is Request for Current Tax Season Only?</b> yes	<b>Is Current Code at No Benefit Rate?</b> NO
<b>Square Feet:</b> 6,333.44	<b>Total Dollar Assessment:</b> \$ 222.56
<b>Phone No.</b> 208-994-9770	<b>Cell No.</b>
<b>Completed By:</b> Dawn Adams	<b>Ext. No.</b> 5714

**FIELD SURVEY & REPORT OF PROPERTY**

***B. Engineering Division:***

<b>Date of Survey:</b>
------------------------

**Comments:** (See attached Field Survey & Report)

Does this property meet required criteria for exclusion of irrigation tax? YES  NO

Does this property meet qualifications for No Benefit Rate? YES  NO

<b>Completed By:</b>	<b>Ext. No.</b>
----------------------	-----------------

***C. Public Works Administration:***

<b>Reviewed &amp; Approved By:</b>	<b>Date:</b>
<b>Recommendation to BOA:</b> YES <input type="checkbox"/> NO <input type="checkbox"/>	<b>Date:</b>
<b>Decision Letter Sent By:</b>	<b>Date:</b>

Exhibit 3

**City of Nampa Irrigation**

401 3<sup>rd</sup> St. South  
Nampa, ID 83651  
Phone 208-468-5711  
Fax 208-468-5731



**DUPLICATE STATEMENT**

**STATEMENT DATE: 3/7/2016**  
**DUE DATE: 4/1/2016**  
**DELINQUENT DATE: 6/30/2016**

**TO:**

Hal E Iverson  
112 S Grays Ln  
Nampa, ID 83687

**SERVICE ADDRESS:**  
0 Wintergreen Dr

**LEGAL DESCRIPTION:**  
25-3N-2W SE PARK RDG MEADOWS #2 TX 02160 IN LT 7A BLK 4

Billed for 6333.44 Sq. Ft.

2016 IRRIGATION ASSESSMENT	AMOUNT DUE
<b>ACCOUNT NUMBER: 149317-000</b>	
Previous Balance	127.96
Adjustment	-127.96
16RFM 2016 Residential Full Benefit Municipal	66.33
16FBNM 2016 FB Nampa Meridian	13.43
16BASE 2016 Base Rate	14.84
*As your bill has been altered/amended and sent out apart from the scheduled billing of 3/7/2016, see "Delinquent Date" in the upper-right corner of this sheet for your respective delinquent date.	
<b>TOTAL</b>	<b>\$94.60</b>

Make all checks payable to City Of Nampa  
Accounts not paid by June 30, 2016 will be assessed a 2% penalty, 8% per annum delinquent interest and a \$40 late fee.  
You may pay online at [www.cityofnampa.us](http://www.cityofnampa.us) or by phone 1-855-322-7410, there is a \$1.50 fee per transaction.

## Consent to Renew Professional Services Agreement Standard Terms and Conditions

- The following Professional Services Agreement Standard Terms and Conditions (Agreement) have expired and renewal is requested as follows:

Consultant Name	Date of Original Agreement	Date of Last Renewal	Date of Expiration
CH2M Hill Engineers, Inc.	12/16/13	12/16/14	12/16/15
CH2M Hill Engineers, Inc.	04/06/15	N/A	04/06/16

- Both Agreements contain the following language:

2.17 Renewal

This Agreement may be renewed, by written agreement, for an additional one year term, upon mutual agreement by both parties. The terms of the renewal may include an equitable adjustment of fees to reflect inflation and may include change in key personnel listed.

2.18 Term

The term for this Agreement shall be one year, commencing upon execution of the contract.

Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval of and ratification by the City Council.

- It has come to Staff's attention that both Agreements have expired and renewal is recommended
- This request is a housekeeping item. Staff anticipates additional agreement renewal requests, which will be presented under "Consent" on the Nampa City Council meeting agenda, on an as needed basis

**REQUEST:** 1) Approve one year renewal of Agreements, and 2) Authorize Mayor and Public Works Director to sign Agreements with CH2M Hill Engineers, Inc., as of December 16, 2015, and April 6, 2016

CITY OF NAMPA  
REGULAR COUNCIL  
JUNE 6, 2016  
**STAFF REPORT BY PUBLIC WORKS DEPARTMENT**  
MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR

### **Street Division Chip Sealing Campaign**

As previously reported on May 16 to City Council, the City's Street Division is to begin its annual chip sealing campaign in Zone A on the day of this report. A press release to notify Nampa citizens, along with a map and list of affected roadways (see Attachment A), has been published. This information is also available on the Street Division's website. Crews will hang door hangers to notify individual property owners when chipping is to occur on their street. With good weather and a little luck, Street staff hopes to complete chipping, fog sealing, paint and thermoplastic applications by early August.

### **1744 Garrity Boulevard Surplus Property Update**

On May 2, 2016, City Council approved staff's request to declare City property at 1744 Garrity Boulevard underutilized, or not used for public purposes, and authorized the sale of the property via public auction. As required by Idaho Code, notice of a public hearing, scheduled for June 20 before City Council, is being advertised in regards to the sale of this surplus property. Upon City Council approval, the auction will take place in Council Chambers on July 14 at 9:00 a.m., with a minimum bid of \$34,000.00.

### **Renaming Old Midland Boulevard**

- Engineering staff received a formal request from the Canyon County Sheriff's Office to rename the old alignment of North Midland Boulevard (Midland) near Treasure Valley Marketplace (see Attachment B). The Engineering Division is responsible for street name changes within City limits
  - The current street configuration has created two intersections with the same street names (Karcher Bypass and Midland). These duplicate intersection names are problematic for emergency service routing and general way finding
- There are 16 parcels and 17 active addresses that are impacted by this proposed street name change
  - The proposed street name change would allow all address numbers to remain the same, with the potential exception of the Karcher Village development
  - The Karcher Village development, north of Karcher Bypass and west of Best Buy, has a unique situation in that they can either change all their numbers from odd to even and keep the Midland address, or keep the same numbers but adopt the new street name as this development has frontage on both the old and new alignment of Midland
  - Engineering staff is still working with the Karcher Village parcel owners and businesses to determine the best course of action
- Correspondence was sent to all parcel owners on April 13, 2016, describing the situation and requesting new street name proposals and feedback

- Staff visited the existing business owners on April 19, 2016, to make sure tenants were aware of the situation and answer questions
- Two street name submissions were received:
  - North Fairfield Way (*received majority of support by parcel owners and businesses*)
  - North Advantage Way
- Based upon feedback, the City’s Addressing and Street Naming Committee (consisting of Engineering, GIS, Police, Fire, and Emergency Services Dispatch staffs) will be proposing to City Council that North Midland Boulevard be renamed North Fairfield Way via City ordinance. The first reading is scheduled for the July 5 City Council meeting
- Engineering staff sent a letter the first week of June to all property owners notifying them of the proposed street name change as well as related City Council dates
- Staff will revisit the existing businesses the third week of June to ensure that everyone is aware of the proposed changes and timeframe for implementation
- In an effort to minimize the impact on parcel owners and businesses, the proposed ordinance will have an effective date of February 1, 2017, which is six months after the third reading. This will allow the owners and businesses time to prepare and update their records
- Staff will work with the United States Postal Service, and local utility companies, to ensure the transition is smooth
- Proposed action items for renaming North Midland Boulevard are outlined as follows:

Letters sent to parcel owners with proposed name and timeline	First week of June
Public Works Department staff to visit businesses	Third week of June
1 <sup>st</sup> reading of ordinance	July 5, 2016
2 <sup>nd</sup> reading of ordinance	July 18, 2016
3 <sup>rd</sup> reading of ordinance	August 1, 2016
Street name change effective date	February 1, 2017

### **Implementation Phase of Automated Meter Reading System Project**

Since 2010, the City has been working on a comprehensive meter replacement program and implementation of an Automated Meter Reading (AMR) System. By the end of 2013 the initial AMR vendor had filed for bankruptcy. Public Works staff, and city consultant Murray, Smith & Associates, Inc., regrouped and developed a new approach that was put out to bid in 2015. The new contract was awarded to Aclara Technologies. Aclara is a “smart” infrastructure supplier that supports over 500 utilities in nine countries.

Earlier this year Aclara completed the first phase of a two phase contract. The first phase included a total of 27 installations of data collection devices at strategic locations across the City and limited meter installations to proof out the AMR system. These 27 data collection units (DCU) provided redundant coverage. In other words, each meter installed will be in communication range of two data collectors, so if one fails to operate a meter reading will still be received.

The second phase of this project will begin this June. Aclara will provide the AMR equipment and software support. Water Division staff will begin replacing existing meters with new AMR meters. To manage the cost of implementing the AMR system, AMR meters will be installed for new customers and existing meter replacements. The AMR System is estimated to be fully implemented in 12 years. By 2022, 50% of customers will be on the AMR system and monthly billing could become a reality.

What does the AMR System mean for the City and its customers?

- Increased meter and billing accuracy
- Increased data to improve system management
- Daily notifications to Staff of:
  - Potential service line breaks or high flow demands
  - Leak verification
  - Hourly flow data, and improved customer service

### **Well No. 16 Domestic Water Production**

Well No. 16 was drilled in 2008 after the collapse of Well No. 13. The well house is located on the southeast corner of the Idaho Center Horse Park. Well No. 16 has a high production capacity of 3,500 gpm (gallons per minute), but since being constructed the well has been limited to fire flow demand due to palatability of the water. The well water has always achieved Idaho Drinking Water Quality Standards, but the taste and odor characteristics limited use of the water.

In 2010 the well site added a manganese dioxide filtration facility to remove hydrogen sulfide, manganese, and ammonia. In May 2013, the City evaluated several treatment enhancement options to improve the taste and odors in response to customer complaints. During this evaluation Catalytic GAC (Granular Activated Carbon) and Membrane Degassing were piloted. The Catalytic GAC was found to be the most effective at controlling taste and odor. The evaluation also recommended that the City optimize the chlorination practice to provide a consistent residual in the range of 0.3 to 0.8 mg/L (milligram per liter). Additional treatment enhancements would only be considered if it is determined that taste and odor complaints cannot be addressed by chlorine dosage alone. The City also installed a new chlorine tablet feed system, capable of dosing the water before and after the water passes through the manganese dioxide filters.

In September 2013, the City pumped treated water into the potable distribution system for approximately 48 hours. During this time the City did not receive complaints from residential customers. However, Aptina (On Semiconductor) contacted the City regarding the quality of water they were receiving at their manufacturing facility. The City then shut down the well to a fire flow support roll only.

Over the last 12 months, Water Division staff and City consultant CH2M Hill Engineers, Inc., developed a staged approach to validate the existing treatment system capabilities, including coordinated sampling and project team meetings with Aptina. In the fall of 2015, the Well No. 16 was ready to go into production. However, due to the 2013 production shutdown that Aptina experienced they requested additional time to install a high quality water treatment system at their site.

The first part of June, Aptina will be completing commissioning of their new system and the City will begin turning Well No. 16 water into the distribution system.

## **Proposed National Pollutant Discharge Elimination System Final Permit for Nampa Wastewater Treatment Plant**

Public Works staff is pleased to report that after years of working closely with the Environmental Protection Agency (EPA) and the Idaho Department of Environmental Quality (IDEQ), the Proposed National Pollution Discharge Elimination System (NPDES) final permit has resulted in limits that are, while expensive, achievable. Staff must also thank the EPA and IDEQ for working with the City on a compliance interval that allows additional time for funding and construction of the required improvements to meet the new permit.

On May 13, 2016, IDEQ received the proposed final permit from the EPA. IDEQ is in the process of reviewing the permit as part of the state's 401 Water Quality Certification. This is the final step before EPA completes the final NPDES permit for issuance to the City. The City can anticipate the final permit to be issued prior to the end of this fiscal year. Staff obtained a copy of the proposed final permit and concluded that the City's major comments have been incorporated into the permit. Below is a summarized list:

- The City was supportive of the interim limits and compliance schedules for total phosphorous (TP), temperature, mercury, and copper in the draft permit; these remained the same in the proposed final permit
- The City was not supportive of weekly TP limit in the draft permit; the limit has been removed from the proposed final permit
- The proposed final permit contains mass loading interim effluent limits for TP and mercury that were not in the draft permit. These correspond to the interim effluent concentration limits in the permit and a flow of 18 MGD (Million Gallons per Day)
- The City has been given one year from the effective date of the final permit to purchase and begin using thermistors for temperature monitoring of the effluent into Indian Creek
- The definition of ML (Minimum Level), and the listed ML for many chemical parameters, has been changed from the draft permit. The ML dictates how sensitive a method must be/how low of a concentration the method must be able to measure for. The City was in support of changing the MLs since the concentrations specified in the draft permit were unrealistically low, and the definition was not accurate for all methods
  - A couple MLs are still an issue, since the concentration given in the permit is in direct conflict with methodology
  - The chlorine ML can be achieved by purchasing a new test kit and using current City lab equipment. The proposed final permit gives a one year compliance schedule to meet the ML
  - Total phosphorous, ammonia, and nitrate MLs are not measureable by current City lab equipment; samples will need to be sent to a contract lab for analysis
  - Organic and pesticide MLs have been increased in the proposed final permit and are now achievable by a contract lab

Bob Henry  
Mayor



City Hall  
411 3<sup>rd</sup> Street  
South  
Nampa ID 83651  
208-468-5411

May 25, 2016

Attached: Map

Links: Nampa Street Division and FAQs

Photo: Chip sealing 2015

### News Release

## City of Nampa will chip seal 15.6 miles of streets beginning June 6

Weather permitting, the city of Nampa Street Division will begin to chip seal streets on Monday, June 6. Nampa plans to chip seal 15.6 miles of city streets for a cost of \$574,576.

Drivers are cautioned to reduce speeds during the chip sealing process and avoid parking on affected streets when they receive notice of chip sealing in their areas.

There are fourteen road sections that will be chip sealed, the first being Franklin Boulevard from Birch Lane to the city limits north of Elm Lane, followed by Elm Lane from Franklin Boulevard east to Prescott Lane. The remaining chip seal will be on the north side of town beginning with Cherry Lane. See the complete list of roads to be chip sealed below, along with a link to a map and FAQ concerning chip sealing.

When all of the scheduled roads are chip sealed, crews will proceed to fog seal and then finally to re-stripe the roads.

The Street Division website will be updated with work progress, along with any weather related delays. Visit: <http://www.cityofnampa.us/streets>.

Chip sealing is a common, cost effective, pavement maintenance practice that extends pavement life and provides a good driving surface. Chip sealing is about one-fourth to one-fifth the cost of a conventional asphalt overlay.

###

**NAMPA** Proud

# City of Nampa 2016 chip sealing schedule

**June 6 to July 28 – this is an approximate schedule**

1. Franklin Boulevard: from Birch Lane to city limits *north* of Elm Lane
2. Elm Lane: from Franklin Boulevard *east* to Prescott Lane
3. Prescott Lane: from city limits *south* to Elm Lane
4. Cherry Lane city limits: from Madison *east* to city limits at Star Road
5. 11<sup>th</sup> Avenue North: from city limits *south* to Cherry Lane
6. Birch Lane: from Franklin Boulevard *east* to Idaho Center Boulevard
7. 11<sup>th</sup> Avenue North: from Birch Lane *south* to Comstock Avenue
8. East Karcher Road: from Franklin Boulevard around complex to Fargo Avenue *west* back to Franklin Boulevard
9. 16<sup>th</sup> Avenue North: from the overpass *north* to Garrity Boulevard
10. 3<sup>rd</sup> Street North: from 16<sup>th</sup> Avenue North *east* to Sugar
11. 1<sup>st</sup> Street North: from East Railroad to Northside Boulevard
12. Northside Boulevard: from Exit 35 to Birch Lane
13. 6<sup>th</sup> Street North: from Northside Boulevard to 1<sup>st</sup> Avenue North
14. Broadmore/West Railroad: from Northside Boulevard to the Traffic Building

**Fog sealing will begin once chip sealing is completed.**

**Also attached: A map showing chip sealing and pavement projects.**

**<http://id-nampa.civicplus.com/DocumentCenter/View/2014>**

**Chip sealing FAQs**

**<http://id-nampa.civicplus.com/DocumentCenter/View/3798>**

Media Contact: Vickie Holbrook  
City of Nampa  
Communications Director  
468-5411  
[holbrookv@cityofnampa.us](mailto:holbrookv@cityofnampa.us)

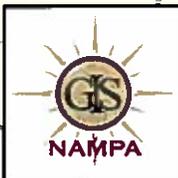
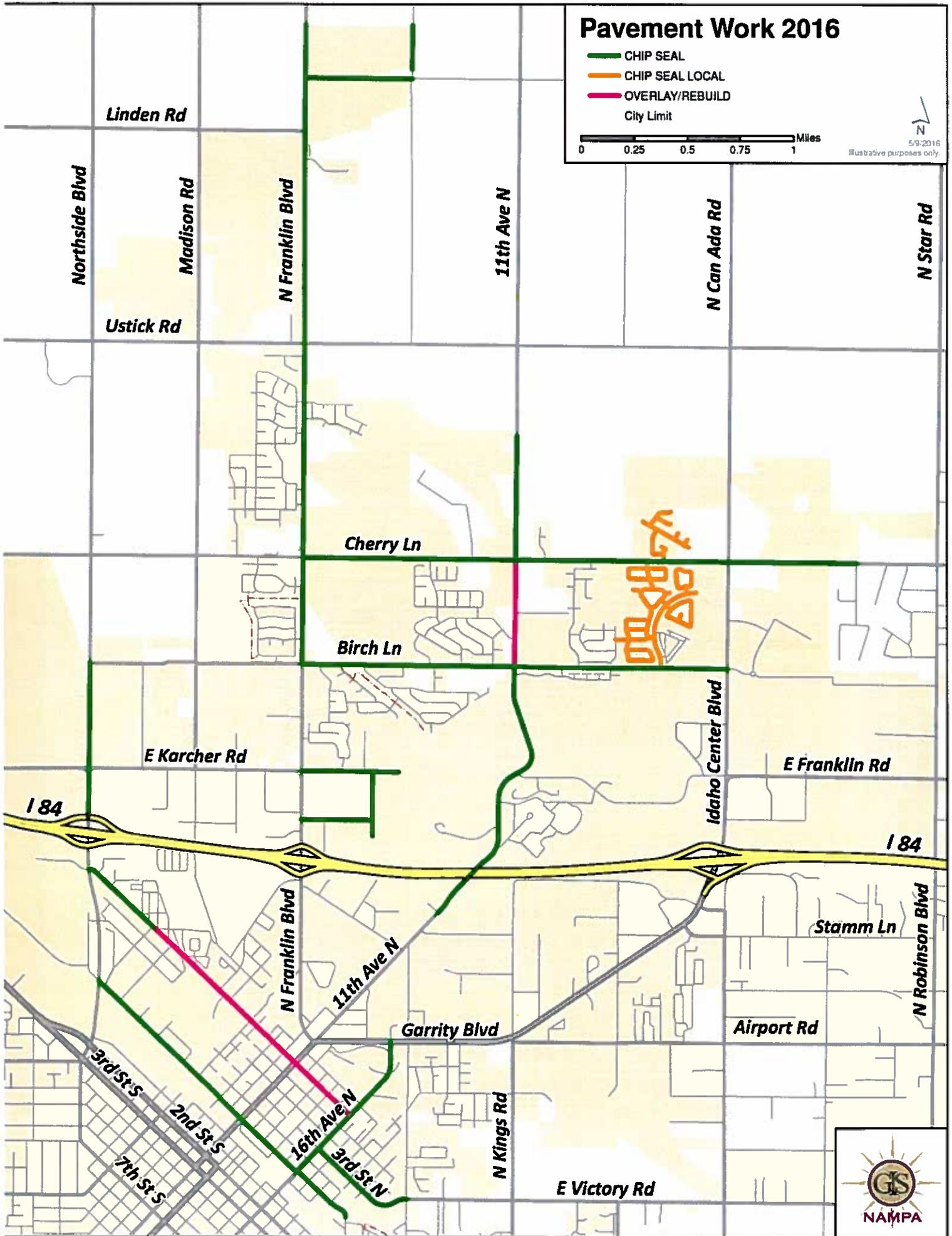
**NAMPA** Proud

# Pavement Work 2016

- CHIP SEAL
- CHIP SEAL LOCAL
- OVERLAY/REBUILD
- City Limit

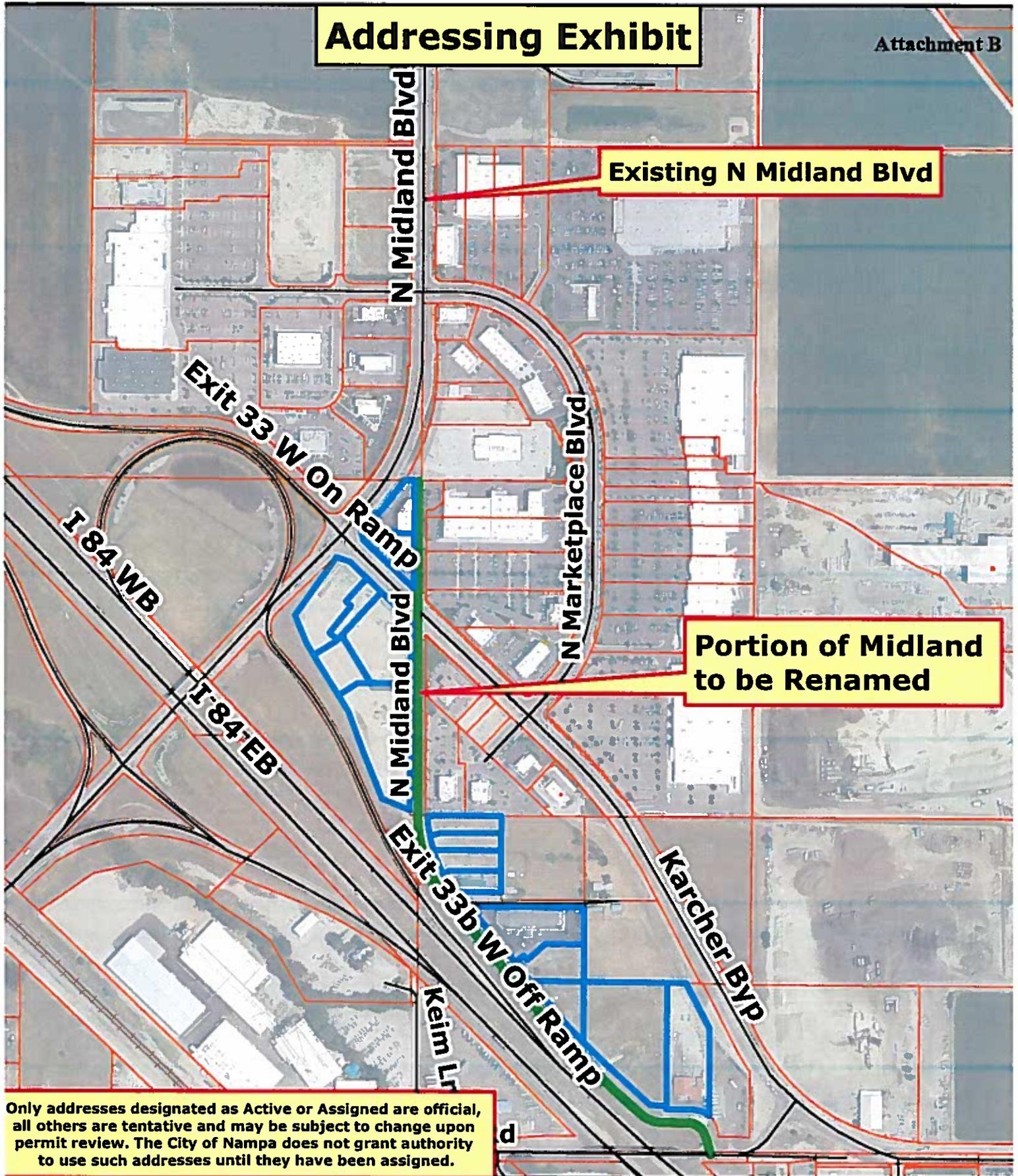


5/9/2016  
Illustrative purposes only



# Addressing Exhibit

Attachment B

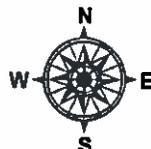


Only addresses designated as Active or Assigned are official, all others are tentative and may be subject to change upon permit review. The City of Nampa does not grant authority to use such addresses until they have been assigned.



City of Nampa  
Engineering Division  
411 3rd St S  
Nampa, ID 83651

Prepared by: morsea



Not to Scale

Effective Date: 4/5/2016



Parcel



Parcel Selection

Disclaimer: THIS DATA OR ITS REPRESENTATION WAS PREPARED BY THE CITY OF NAMPA, IDAHO. THE CITY OF NAMPA DATA IS DEVELOPED AND MAINTAINED SOLELY FOR CITY BUSINESS FUNCTIONS, AND IS NOT GUARANTEED TO BE ACCURATE. THE CITY OF NAMPA MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE CITY OF NAMPA IS NOT RESPONSIBLE FOR POSSIBLE ERRORS, OMISSIONS, MISUSE, OR MISINTERPRETATION. CITY OF NAMPA DIGITAL INFORMATION IS PREPARED FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED, AND IS NOT INTENDED FOR SURVEY OR ENGINEERING PURPOSES. NO REPRESENTATION IS MADE CONCERNING THE LEGAL STATUS OF ANY APPEARANT ROUTE OF ACCESS IDENTIFIED IN DIGITAL OR HARDCOPY MAPPING OF GEOSPATIAL INFORMATION OR DATA.

**RESOLUTION No. \_\_\_\_\_**

**RESOLUTION PURSUANT TO IDAHO CODE § 67-6509(c) ADOPTING AMENDMENTS TO THE MAP COMPONENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF NAMPA, IDAHO, AN IDAHO MUNICIPAL CORPORATION.**

BE IT RESOLVED That the Mayor and City Council of the City of Nampa, Idaho, an Idaho Municipal Corporation, upon the recommendation of the Nampa Planning & Zoning Commission and the public notice and hearing processes required by Idaho Code chapter 65, Title 67, in Case No. CMP 2167-16, hereby accept and confirm the following described amendment to the Comprehensive Plan Map for the City of Nampa, Idaho: The existing Comprehensive Plan Map designation of "Employment Center" for the following described property changed and hereafter designated "Low Density Residential," to wit:

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

The Planning Director and/or City Engineer are instructed to revise and amend the Comprehensive Plan Map consistent with this Resolution. The City Clerk shall keep the original Resolution with a copy of the revised map attached on file in the office of the City Clerk.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 6th day of June, 2016.**

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 6th day of June, 2016.**

Attest:

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

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

**EXHIBIT "A"**

All that portion of the North One-Half of the Southwest Quarter of the Southwest Quarter of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, lying North and East of the centerline of Aaron Drain.

**EXCEPTING THEREFROM:**

This parcel is a portion of the Southwest Quarter of the Southwest Quarter of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

**COMMENCING** at the Northwest corner of said Southwest Quarter of the Southwest Quarter; thence South 00° 12' 50" West along the Westerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 187.24 feet to the TRUE POINT OF BEGINNING; thence South 76° 29' 00" East, a distance of 291.11 feet; thence North 84° 31' 17" East, a distance of 272.71 feet; thence South 71° 15' 51" East, a distance of 771.42 feet; thence South 55° 09' 10" East, a distance of 60.19 feet to the Easterly boundary of said Southwest Quarter of the Southwest Quarter; thence South 00° 00' 09" East (formerly South 00° 34' 30" East) along said Easterly boundary, a distance of 164.70 feet; thence North 89° 14' 16" West, a distance of 760.32 feet to the centerline of the Aaron Drain; thence North 49° 25' 43" West, along said centerline, a distance of 496.87 feet; thence Northwesterly along said centerline, a distance of 136.94 feet along the arc of a curve to the left having a radius of 287.94 feet, a central angle of 27° 15' 00", and a long chord which bears North 63° 03' 13" West, a distance of 135.66 feet; thence North 76° 40' 43" West along said centerline, a distance of 78.24 feet to said Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence North 00° 12' 50" East, along said Westerly boundary, a distance of 76.10 feet to the TRUE POINT OF BEGINNING.

**AND EXCEPTING THEREFROM:**

This parcel is situated in the Southwest Quarter of the Southwest of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

**BEGINNING** at the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence South 0° 34' 30" East, along the East boundary of said Southwest Quarter of the Southwest Quarter, a distance of 494.54 feet; thence North 50° 46' 00" West, a distance of 110.50 feet; thence North 25° 22' 30" West, a distance of 290.02 feet; thence North 39° 12' 00" West, a distance of 211.02 feet to a point on the North boundary of said Southwest Quarter of the Southwest Quarter; thence South 89° 50' 43" East, along the North boundary of said Southwest Quarter of the Southwest Quarter, a distance of 338.29 feet to the POINT OF BEGINNING.

**AND ALSO EXCEPTING THEREFROM:**

A portion of the Southwest Quarter of the Southwest Quarter of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the West Quarter corner of said Section 35; thence

South 0° 12' 50" East, along the Westerly boundary of said Southwest Quarter of Section 35, 1316.72 feet more or less to a point being the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 35; thence

South 89° 16' 35" East, along the Northerly boundary of the Southwest Quarter of the Southwest Quarter of said Section 35, 312.00 feet to a point, said point being the REAL POINT OF BEGINNING; thence continuing

South 89° 16' 35" East, along the said Northerly boundary, 237.00 feet to a point; thence

South 0° 12' 50" East, 187.00 feet to a point; thence

North 89° 16' 35" West, 112.00 feet to a point; thence

North 33° 41' 01" West, 226.63 feet, more or less to a point, said point being the REAL POINT OF BEGINNING.

**AND ALSO EXCEPTING THEREFROM:**

**BEGINNING** at the Northwest corner of Southwest Quarter of the Southwest Quarter of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho; thence

South 00° 12' 50" West along the Westerly boundary of said Southwest Quarter of Southwest Quarter, a distance of 157.24 feet to a POINT; thence

South 76° 29' 00" East a distance of 291.11 feet; thence

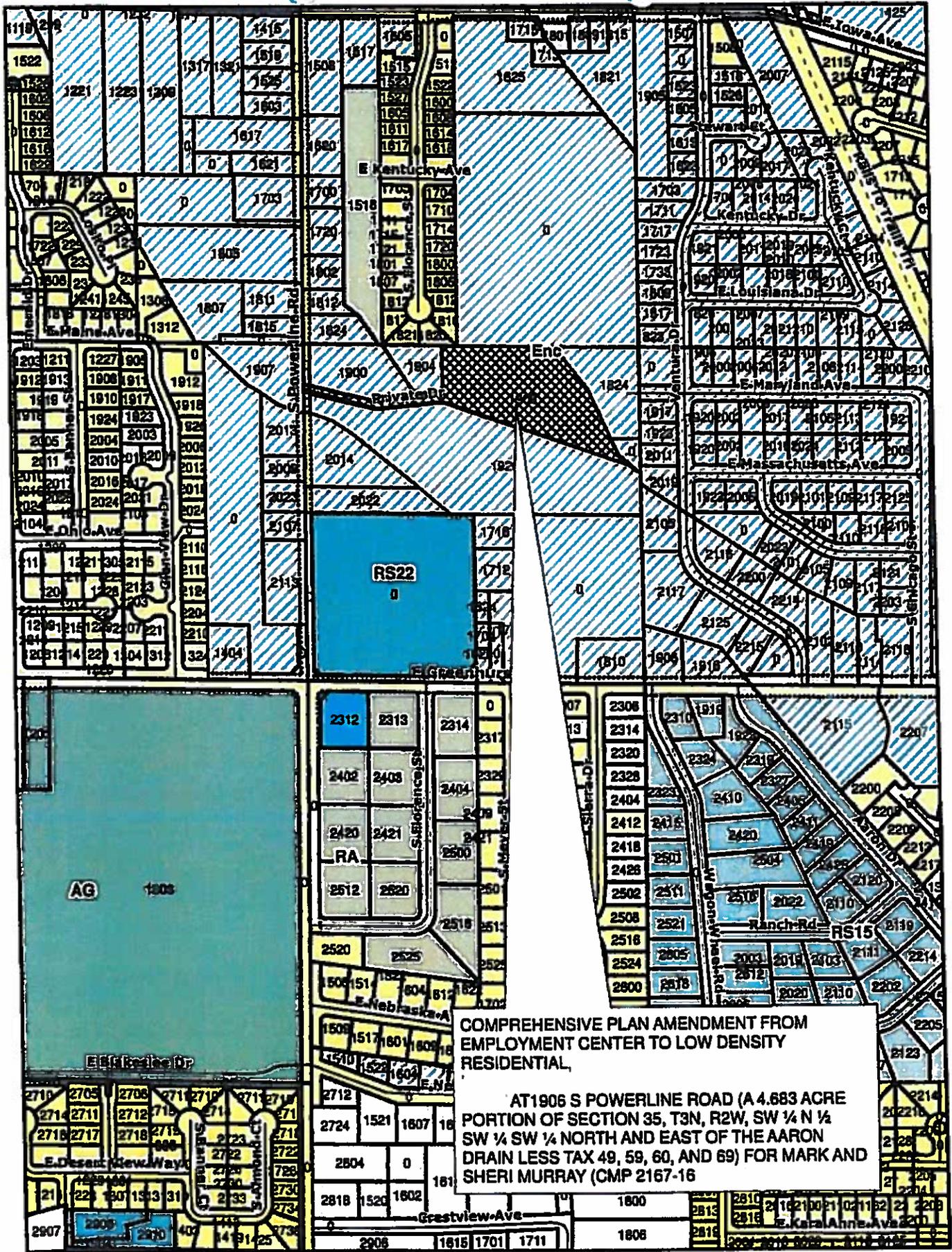
North 84° 31' 17" East to a point that is 549.00 feet East of the West Section line of the Southwest Quarter of the Southwest Quarter; thence

Northerly to a point that is South 89° 16' 35" East 549.00 feet and South 0° 12' 50" East 187.00 feet from the POINT OF BEGINNING; thence

North 89° 16' 35" West 112.00 feet to a point; thence

North 33° 41' 01" West 226.63 feet to a point; thence

North 89° 16' 35" West 312.00 feet to the POINT OF BEGINNING.



**COMPREHENSIVE PLAN AMENDMENT FROM  
EMPLOYMENT CENTER TO LOW DENSITY  
RESIDENTIAL**

AT 1906 S POWERLINE ROAD (A 4.683 ACRE  
PORTION OF SECTION 35, T3N, R2W, SW ¼ N ¼  
SW ¼ SW ¼ NORTH AND EAST OF THE AARON  
DRAIN LESS TAX 49, 59, 60, AND 69) FOR MARK AND  
SHERI MURRAY (CMP 2167-16)

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

**AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 1906 S. POWERLINE ROAD, COMPRISING APPROXIMATELY 4.683 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RA (SUBURBAN RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.**

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

**Section 1.** That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and chapter 2, Title 10, approved Case No. ANN 2168-16 (Murray Annexation) at a public hearing held on May 16, 2016.

**Section 2.** The following described property, commonly known as 1906 S. Powerline, is contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as RA (Suburban Residential):

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

**Section 3.** That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RA (Suburban Residential).

**Section 4.** That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RA (Suburban Residential).

**Section 5.** All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**Section 6.** This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

**Section 7.** The Clerk of the City of Nampa, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO,** this 6th day of June, 2016.

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO,** this 6th day of June, 2016.

Attest:

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

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

**EXHIBIT "A"**

All that portion of the North One-Half of the Southwest Quarter of the Southwest Quarter of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, lying North and East of the centerline of Aaron Drain.

**EXCEPTING THEREFROM:**

This parcel is a portion of the Southwest Quarter of the Southwest Quarter of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

**COMMENCING** at the Northwest corner of said Southwest Quarter of the Southwest Quarter; thence South 00° 12' 50" West along the Westerly boundary of said Southwest Quarter of the Southwest Quarter, a distance of 187.24 feet to the TRUE POINT OF BEGINNING; thence South 75° 29' 00" East, a distance of 291.11 feet; thence North 84° 31' 17" East, a distance of 272.71 feet; thence South 71° 15' 51" East, a distance of 771.42 feet; thence South 55° 09' 10" East, a distance of 60.19 feet to the Easterly boundary of said Southwest Quarter of the Southwest Quarter; thence South 00° 00' 09" East (formerly South 00° 34' 30" East) along said Easterly boundary, a distance of 164.70 feet; thence North 89° 14' 16" West, a distance of 760.32 feet to the centerline of the Aaron Drain; thence North 49° 25' 43" West, along said centerline, a distance of 496.87 feet; thence Northwesterly along said centerline, a distance of 136.94 feet along the arc of a curve to the left having a radius of 287.94 feet, a central angle of 27° 15' 00", and a long chord which bears North 63° 03' 13" West, a distance of 135.66 feet; thence North 76° 40' 43" West along said centerline, a distance of 78.24 feet to said Westerly boundary of said Southwest Quarter of the Southwest Quarter; thence North 00° 12' 50" East, along said Westerly boundary, a distance of 76.10 feet to the TRUE POINT OF BEGINNING.

**AND EXCEPTING THEREFROM:**

This parcel is situated in the Southwest Quarter of the Southwest of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

**BEGINNING** at the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence South 0° 34' 30" East, along the East boundary of said Southwest Quarter of the Southwest Quarter, a distance of 494.54 feet; thence North 50° 46' 00" West, a distance of 110.50 feet; thence North 25° 22' 30" West, a distance of 290.02 feet; thence North 39° 12' 00" West, a distance of 211.02 feet to a point on the North boundary of said Southwest Quarter of the Southwest Quarter; thence South 89° 50' 43" East, along the North boundary of said Southwest Quarter of the Southwest Quarter, a distance of 338.29 feet to the POINT OF BEGINNING.

**AND ALSO EXCEPTING THEREFROM:**

A portion of the Southwest Quarter of the Southwest Quarter of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the West Quarter corner of said Section 35; thence

South 0° 12' 50" East, along the Westerly boundary of said Southwest Quarter of Section 35, 1316.72 feet more or less to a point being the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 35; thence

South 89° 16' 35" East, along the Northerly boundary of the Southwest Quarter of the Southwest Quarter of said Section 35, 312.00 feet to a point, said point being the REAL POINT OF BEGINNING; thence continuing

South 89° 16' 35" East, along the said Northerly boundary, 237.00 feet to a point; thence

South 0° 12' 50" East, 187.00 feet to a point; thence

North 89° 16' 35" West, 112.00 feet to a point; thence

North 33° 41' 01" West, 226.63 feet, more or less to a point, said point being the REAL POINT OF BEGINNING.

**AND ALSO EXCEPTING THEREFROM:**

**BEGINNING** at the Northwest corner of Southwest Quarter of the Southwest Quarter of Section 35, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho; thence

South 00° 12' 50" West along the Westerly boundary of said Southwest Quarter of Southwest Quarter, a distance of 157.24 feet to a POINT; thence

South 76° 29' 00" East a distance of 291.11 feet; thence

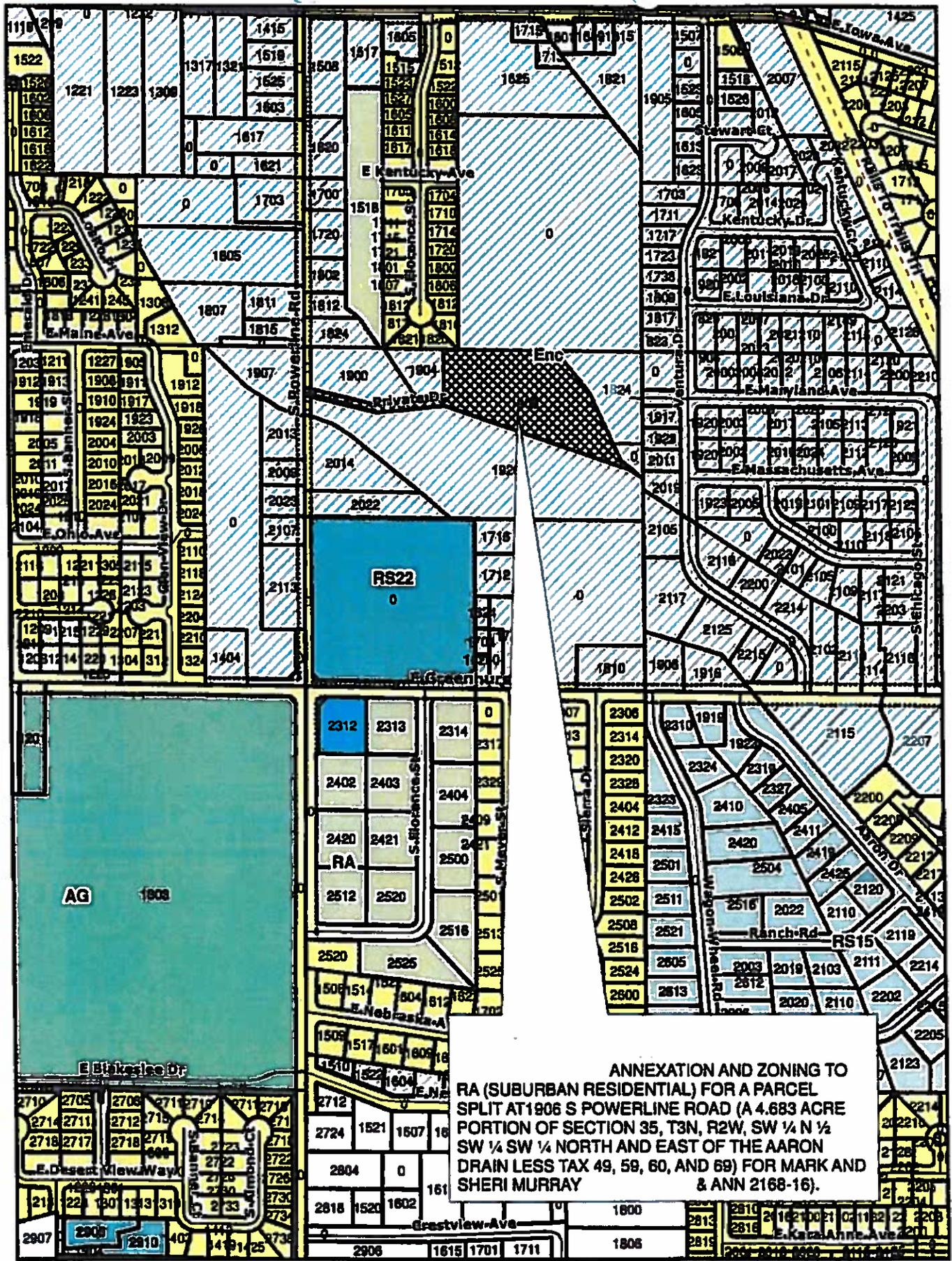
North 84° 31' 17" East to a point that is 549.00 feet East of the West Section line of the Southwest Quarter of the Southwest Quarter; thence

Northerly to a point that is South 89° 16' 35" East 549.00 feet and South 0° 12' 50" East 187.00 feet from the POINT OF BEGINNING; thence

North 89° 16' 35" West 112.00 feet to a point; thence

North 33° 41' 01" West 226.63 feet to a point; thence

North 89° 16' 35" West 312.00 feet to the POINT OF BEGINNING.



ANNEXATION AND ZONING TO RA (SUBURBAN RESIDENTIAL) FOR A PARCEL SPLIT AT 1906 S POWERLINE ROAD (A 4.683 ACRE PORTION OF SECTION 35, T3N, R2W, SW ¼ N ½ SW ¼ SW ¼ NORTH AND EAST OF THE AARON DRAIN LESS TAX 49, 59, 60, AND 69) FOR MARK AND SHERI MURRAY & ANN 2168-16).

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

**AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 2714 E. AMITY AVENUE, COMPRISING APPROXIMATELY .386 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RS 7 (SINGLE FAMILY RESIDENTIAL – WITH A “REQUIRED PROPERTY AREA” OF AT LEAST 7,000 SQUARE FEET) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.**

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

**Section 1.** That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and chapter 2, Title 10, approved Case No. 2157-16 (McCarver Annexation) at a public hearing held on May 16, 2016.

**Section 2.** The following described property, commonly known as 2714 E. Amity Avenue, is contiguous to the City of Nampa, Idaho and the applicant has requested that said following described property should be annexed into the City of Nampa as RS 7 (Single Family Residential – with a “Required Property Area” of at Least 7,000 Square Feet):

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

**Section 3.** That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RS 7 (Single Family Residential – with a “Required Property Area” of at Least 7,000 Square Feet).

**Section 4.** That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RS 7 (Single Family Residential – with a “Required Property Area” of at Least 7,000 Square Feet).

**Section 5.** All ordinances, resolutions, orders or parts thereof in conflict herewith are

hereby repealed, rescinded and annulled.

**Section 6.** This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

**Section 7.** The Clerk of the City of Nampa, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 6TH DAY OF JUNE, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS 6TH DAY OF JUNE, 2016.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

## EXHIBIT "A"

Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 26 in Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and bearing East 294.5 feet along the South boundary of the aforesaid Section 26 to the center of the Langdon Irrigation Lateral; thence meandering North 15 feet,

North 33°30' West 400 feet and North 48° 0' West 99.3 feet, along the center of the Langdon Irrigation Lateral to the intersection of the West boundary of the aforesaid Southeast Quarter of the Southeast Quarter; thence

South 415 feet, along the aforesaid West boundary to the Point of Beginning.

Except: The West 136 feet.

Further Except:

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a found brass cap marking the Southwest corner of said Southeast Quarter of the Southeast Quarter of Section 26; thence

South 89° 17' 21" East, coincident with the South line of said Southeast Quarter of the Southeast Quarter of Section 26, a distance of 136.00 feet to the Southwest corner of Parcel 100 as described in Pioneer Title Company Commitment No. 200906490, Exhibit A, Amity Avenue Station 58+63.04, 1.29 feet Left and the POINT OF BEGINNING; thence

North 0° 14' 41" East, coincident with the West line of said Parcel 100, a distance of 29.71 feet; thence

South 89° 17' 53" East, 148.83 feet to a point on the East line of said Parcel 100; thence

South 33° 05' 31" East, coincident with said East line of Parcel 100, a distance of 17.80 feet; thence

South 0° 42' 39" West, coincident with said East line of Parcel 100, a distance of 14.94 feet to the South line of said Southeast Quarter of the Southeast Quarter of Section 26 and the Southeast corner of said Parcel 100; thence

North 89° 17' 21" West, coincident with the South line of said Southeast Quarter of the Southeast Quarter of Section 26, and the South line of said Parcel 100, a distance of 158.49 feet to the POINT OF BEGINNING.



ANNEXATION AND ZONING TO RS 7 (SINGLE FAMILY RESIDENTIAL - 7,000 SQ FT) FOR CONNECTION TO SEWER AT 2714 E AMITY AVE (A .386 ACRE OR 16,841 SQ FT PORTION OF SECTION 26, T3N, R2W, SE ¼, TAX 40 IN SE ¼ SE ¼ LESS TAX 98662 & LESS ROAD) FOR MICHAEL MCCARVER (ANN 2157-16).

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

**AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 80 N. SUGAR STREET, COMPRISING APPROXIMATELY .772 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF NAMPA, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, IDAHO, AS PART OF THE RA (SUBURBAN RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND, DIRECTING THE CLERK OF THE CITY OF NAMPA TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.**

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

**Section 1.** That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and chapter 2, Title 10, approved Case No. ANN 2158-16 (Cordell Annexation) at a public hearing held on May 16, 2016.

**Section 2.** The following described property, commonly known as 80 N. Sugar Street, is contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as RA (Suburban Residential):

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

**Section 3.** That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RA (Suburban Residential).

**Section 4.** That the City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned RA (Suburban Residential).

**Section 5.** All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**Section 6.** This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

**Section 7.** The Clerk of the City of Nampa, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Nampa, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

**PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO,** this 6th day of June, 2016.

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO,** this 6th day of June, 2016.

Attest:

---

Mayor Robert L. Henry

---

City Clerk

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

**AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, VACATING THE PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENTS LOCATED ALONG THE SOUTHERLY FIVE (5) FEET OF THAT CERTAIN REAL PROPERTY COMMONLY KNOWN AS 4020 SOUTH RAINTREE DRIVE, NAMPA, IDAHO, AND THE NORTHERLY FIVE (5) FEET OF THAT CERTAIN REAL PROPERTY COMMONLY KNOWN AS 4102 DRACO COURT, NAMPA, IDAHO; DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF IN CONFLICT HEREWITH.**

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

**Section 1:** That the rights and interest granted to the City of Nampa in those two certain five (5) foot public utility, drainage, and irrigation easements, located along the southerly lot line of that property commonly known as 4020 South Raintree Drive, Nampa, Idaho, and the northerly lot line of that property commonly known as 4102 Draco Court, Nampa, Idaho, said easements to be vacated more particularly described and depicted as follows:

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

are no longer necessary or utilized by the City, and that it is deemed expedient for the public good that the aforescribed public utility, drainage, and irrigation easements be vacated, closed and discontinued, with all rights returning to the owner of the affected parcel(s).

**Section 2:** That said public utility, drainage, and irrigation easements, described in Section 1 above, be and hereby are VACATED, CLOSED, and DISCONTINUED, with all rights returning the owners of the affected parcel(s), pursuant to the authority set forth in Idaho Code §§ 50-311, 50-1306A and 50-1325, and directing the City Engineer 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 6th day of June, 2016.

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO,** this 6th day of June, 2016.

ATTEST:

---

Mayor Robert L. Henry

---

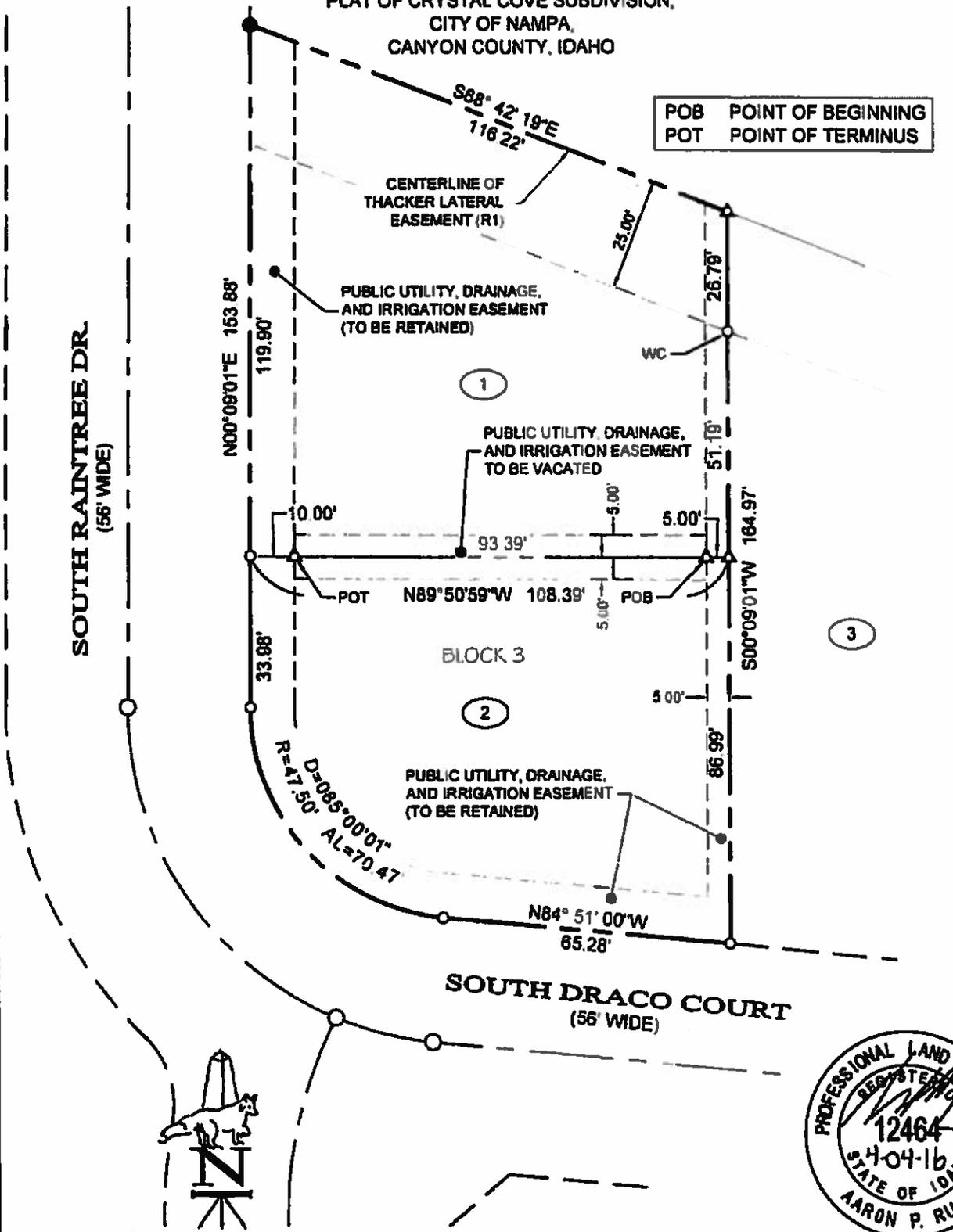
City Clerk (or Deputy)

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

**Vacation of the recorded public utility, drainage, and irrigation easement centered along the southernmost property line of Lot 1 Block 3(4020 South Raintree Drive) and the northernmost property line of Lot 2 Block 3 (4102 Draco Court) of Crystal Cove Subdivision within the NW ¼ Section 9, Township 2 North, Range 2 West, BM, in Book 40, Page 48 of Canyon County book of Plats. Easement is 5 feet wide on each side of center line, 93.39 feet in length with bearing of N89°50'59"W.**

**EASEMENT VACATION EXHIBIT**  
 LYING IN LOTS 1 AND 2, BLOCK 3,  
 PLAT OF CRYSTAL COVE SUBDIVISION,  
 CITY OF NAMPA,  
 CANYON COUNTY, IDAHO

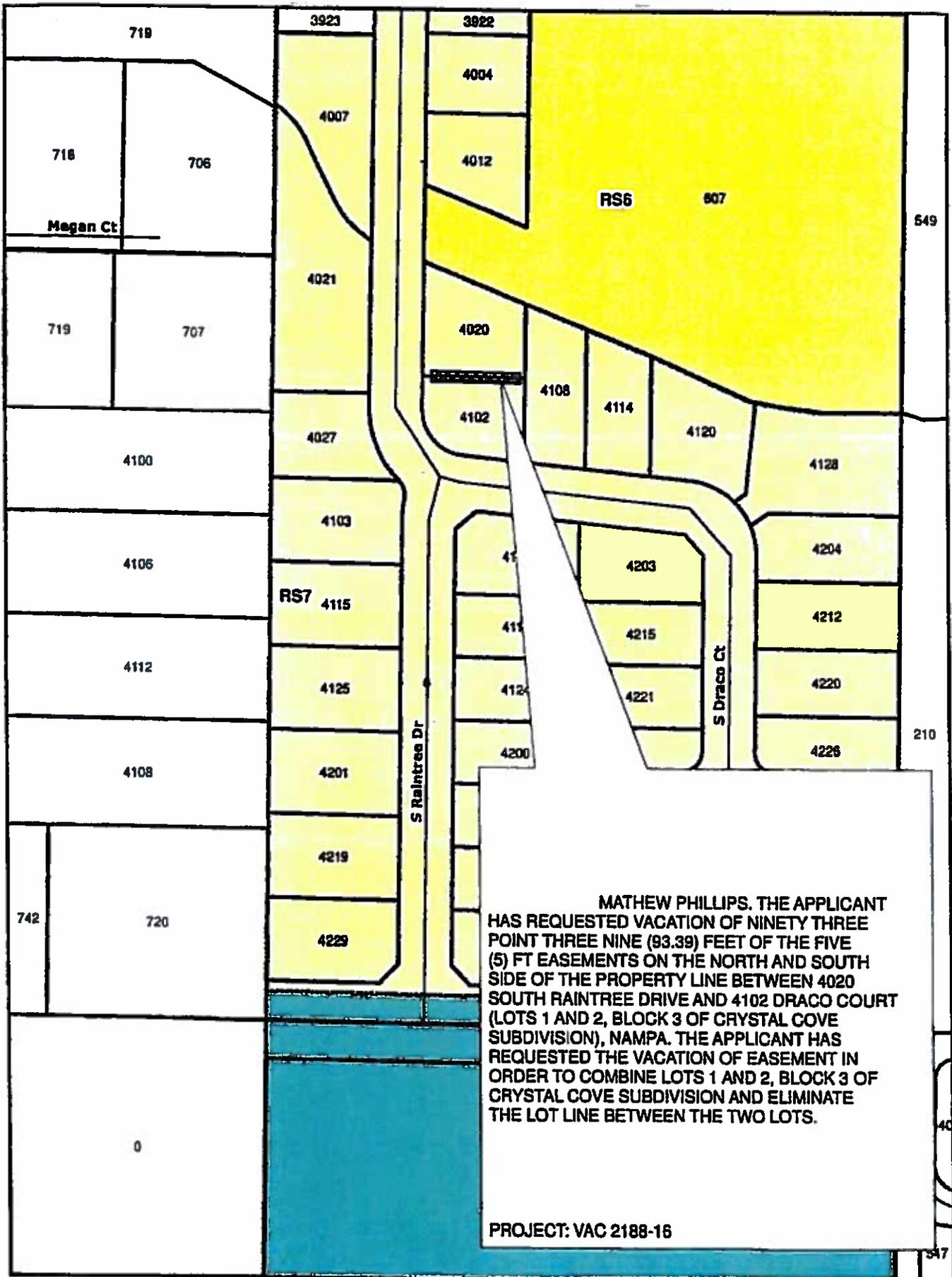
POB	POINT OF BEGINNING
POT	POINT OF TERMINUS



SCALE: 1"=30'



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



MATHEW PHILLIPS. THE APPLICANT HAS REQUESTED VACATION OF NINETY THREE POINT THREE NINE (93.39) FEET OF THE FIVE (5) FT EASEMENTS ON THE NORTH AND SOUTH SIDE OF THE PROPERTY LINE BETWEEN 4020 SOUTH RAINTREE DRIVE AND 4102 DRACO COURT (LOTS 1 AND 2, BLOCK 3 OF CRYSTAL COVE SUBDIVISION), NAMPA. THE APPLICANT HAS REQUESTED THE VACATION OF EASEMENT IN ORDER TO COMBINE LOTS 1 AND 2, BLOCK 3 OF CRYSTAL COVE SUBDIVISION AND ELIMINATE THE LOT LINE BETWEEN THE TWO LOTS.

PROJECT: VAC 2188-16

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

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

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

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

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

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

1. That the attached listed property shall be disposed of under the direction and supervision of the City Clerk, and in accordance with City policy.
2. The staff of the City of Nampa is hereby authorized to take all necessary steps to carry out the authorization provided by this Resolution.

RESOLVED this 6th day of June, 2016.

Approved:

\_\_\_\_\_  
MAYOR ROBERT HENRY

ATTEST:

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

**DISPOSAL OF SURPLUS PROPERTY IDENTIFIED BY  
NAMPA POLICE DEPT.**

- NPD has recently decommissioned one (1) K9 patrol vehicle
- NPD Staff now requests the following component from that disposal effort be declared as surplus property:

Item	Serial Number	Estimated Value
Ray Allen K9 Kennel Unit	N/A	\$100.00

- It is Requested that the Mayor and City Council approve this item for donation to the Owyhee County Sheriff's Office
- Disposal falls within Public Works Fleet Services guidelines for funding, acquisition, maintenance, replacement and disposal of City fleet assets
- Fleet Services recommends disposal via donation to a like agency due to the controlled nature of the component
- Nampa Police Staff concurs with this recommendation

**REQUEST:**

- 1) Declare the equipment, as outlined above, as surplus property
- 2) Dispose of identified surplus property as recommend by Staff

**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. 25-2015.

Disposal Method Code	Use Category	Qty.	Description of Item	Cond. Code	Estimated Value
01	Police Dept.	1	Police K9 kennel for sedan application	F	\$100.00

Disposal Method Codes:

Condition Codes:

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

- E Excellent
- G Good
- F Fair
- R Repairable
- U Unusable

Requesting Department: <b>Police</b>		Received By:
Requesting Person Name (Print): <b>Brad Daniels</b>		Date Received:
Requesting Person Signature:	Date	

## BID AWARD LIFT STATION #3 UPGRADES

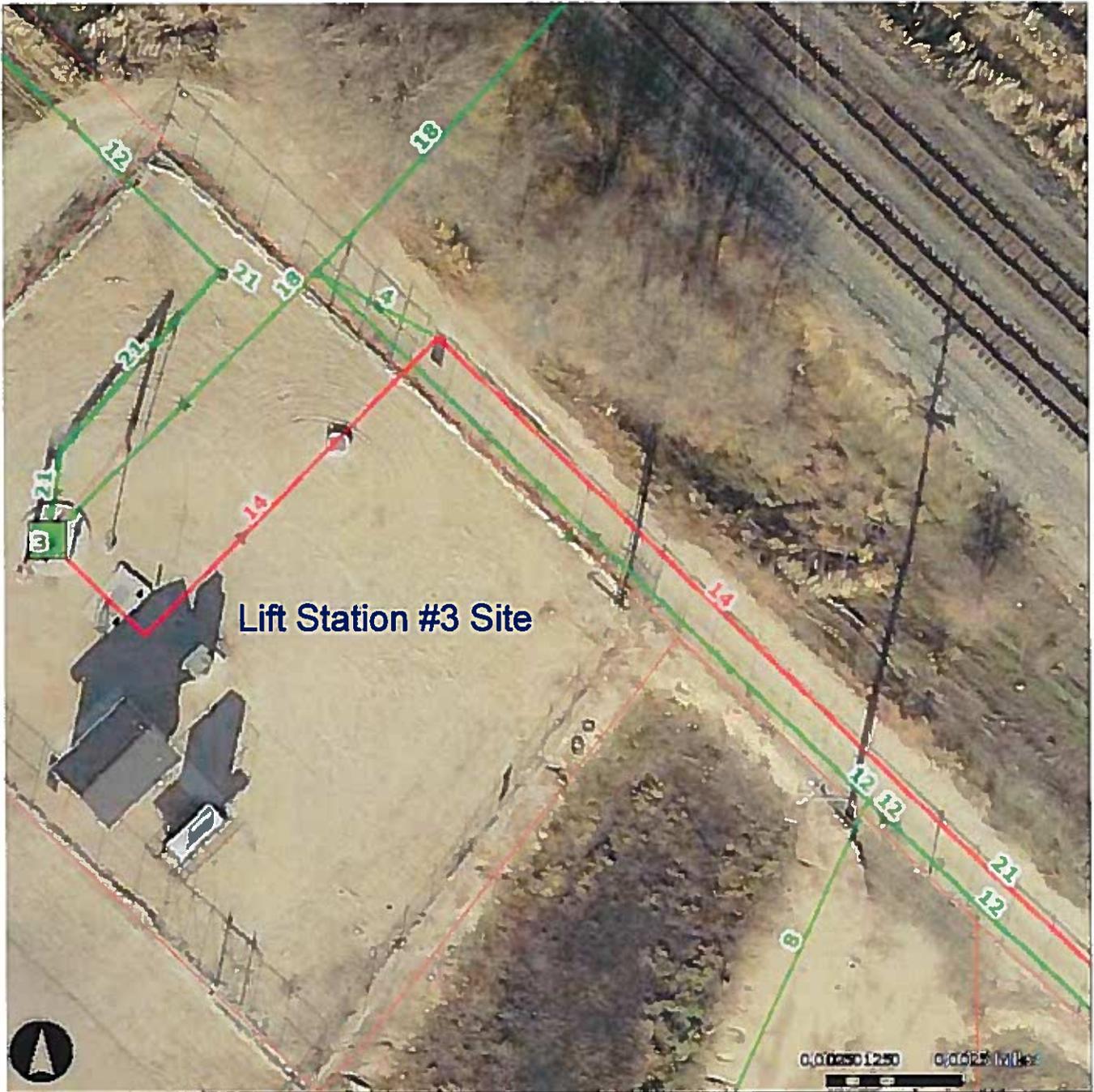
- Lift Station #3 (LS#3) was constructed approximately 10 years ago. The lift station services the area near Shopko and across the interstate to the Treasure Valley Marketplace (Exhibit A). LS#3 also services the Simplot Potato Industry which used to be the major flow contributor to the pump station. While Simplot no longer discharges flow, it has retained its permit which entitles the industry to resume flow discharges in the future.
- The three (3) existing 100-HP pumps are obsolete and require custom fabrication to remain serviceable. The goal of this project is to ensure a minimum 12 year working life by replacing and/or and upgrading old equipment.
- Keller Associates is the design engineer for the project and due to the specialized nature of the project they will provide two (2) special inspections during construction. Daily construction observation will be provided by HDR as part of the master agreement with the City.
- The City solicited formal bids for the project in accordance with I.C. § 67-2805(3) and five (5) contractors responded with the following bids:
  - 1) Star Construction, LLC \$311,574.00
  - 2) Irmingier Construction, Inc. \$299,709.00
  - 3) Record Steel and Construction, Inc. \$284,300.00
  - 4) Performance Systems, Inc. \$283,900.00
  - 5) Challenger Companies, Inc. \$262,500.00
- The Lift Station #3 Upgrades project has an approved FY16 Wastewater Division budget of \$430,680

Design & Speical Inspection	\$ 72,995
Construction Base Bid	\$ 262,500
<i>Construction Observation Estimate (8%)</i>	<i>\$ 21,000</i>
<b>Total</b>	<b>\$ 356,495</b>

- Keller Associates have provided a recommendation to award and the Engineering Division recommends awarding the bid to Challenger Companies, Inc.

**REQUEST:** Authorize the Mayor and Public Works Director to sign a contract with Challenger Companies, Inc. to construct the Lift Station #3 Upgrades project

# Exhibit A



**BID AWARD**  
**WWTP DRYING BED & DRYING PAD REPAIRS**

- The WWTP uses drying beds and drying pads from approximately April to September to allow air drying of the bio-solids produced during treatment. The air drying reduces the water content weight and volume to improve hauling efficiency.
- Minor repair and rehabilitation of the drying bed and drying pad surfaces is needed on a routine basis to maintain a serviceable condition.
- For FY16 the WWTP has identified five (5) drying beds and one (1) drying pad in need of routine repair and rehabilitation. The estimated useful life of the project is three (3) to five (5) years.
- The WWTP Drying Bed & Drying Pad Repairs project has an approved FY16 Waste Water Division budget of \$62,000.
- The City solicited formal bids for the project in accordance with I.C. § 67-2805(3) and four (4) contractors responded with the following bids:

1) Pavement Specialties of Idaho, Inc. (PSI)	\$27,697.10
2) Hazel Asphalt, LLC	\$42,866.00
3) Asphalt Driveways & Patching, Inc.	\$44,504.40
4) RSCI	\$66,320.00
- The Engineering Division has reviewed the submitted bids and recommends award to Pavement Specialties of Idaho, Inc. (PSI).

**REQUEST:** Authorize the Mayor and Public Works Director to sign a contract with Pavement Specialties of Idaho, Inc. (PSI) to construct the WWTP Drying Bed & Drying Pad Repairs project.

## **RELEASE OF NON-DEVELOPMENT AGREEMENT SANDS POINTE SUBDIVISION NO. 8**

- The Developer of Sands Pointe Subdivision No. 8 entered into a non-development agreement for a portion of the final plat.
  - The non-development agreement allows the developer to record the final plat for the subdivision prior to improvements being completed on a portion of the subdivision phase. The non-development agreement restricts the sale of lots within the portion affected by the agreement.
- Improvements on Lots 38 through 41 Block 1, Lots 1, 2, and 11 through 16 Block 11, Lots 7 through 24 Block 10 are complete
- With the release of these lots all lots within Sands Pointe Subdivision No. 8 are complete
- The developer has requested staff procure Council authorization to release the non-development agreement, for these lots
- The release of this portion of the non-development agreement allows the developer to sell lots and pull building permits on the released lots

**REQUEST:** Authorize the Mayor to sign the Release of Non-Development Agreement (Exhibit A) for Lots 38 through 41 Block 1, Lots 1, 2, and 11 through 16 Block 11, Lots 7 through 24 Block 10 Sands Pointe Subdivision No. 8.

PARTIAL RELEASE AND SATISFACTION OF AGREEMENT  
FOR SANDS POINTE SUBDIVISION # 8

The City of Nampa hereby acknowledges that the Non-development Agreement recorded as Instrument No. 2014-044014 in the records of Canyon County, Idaho, is satisfied for Lots 38 through 41 Block 1, Lots 1, 2, and 11 through 16 Block 11, Lots 7 through 24 Block 10 and is hereby released and discharged for those lots. This document shall be recorded to show the release of the non-development agreement upon the property as recorded.

Dated this \_\_\_\_\_ day \_\_\_\_\_ of, \_\_\_\_\_.

CITY OF NAMPA, IDAHO,

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

ATTEST:

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

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 and Deborah Bishop, known to me to be the Mayor and City Clerk, respectively, of the City of Nampa, Idaho, a municipal corporation, who executed the foregoing instrument, or the persons that executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

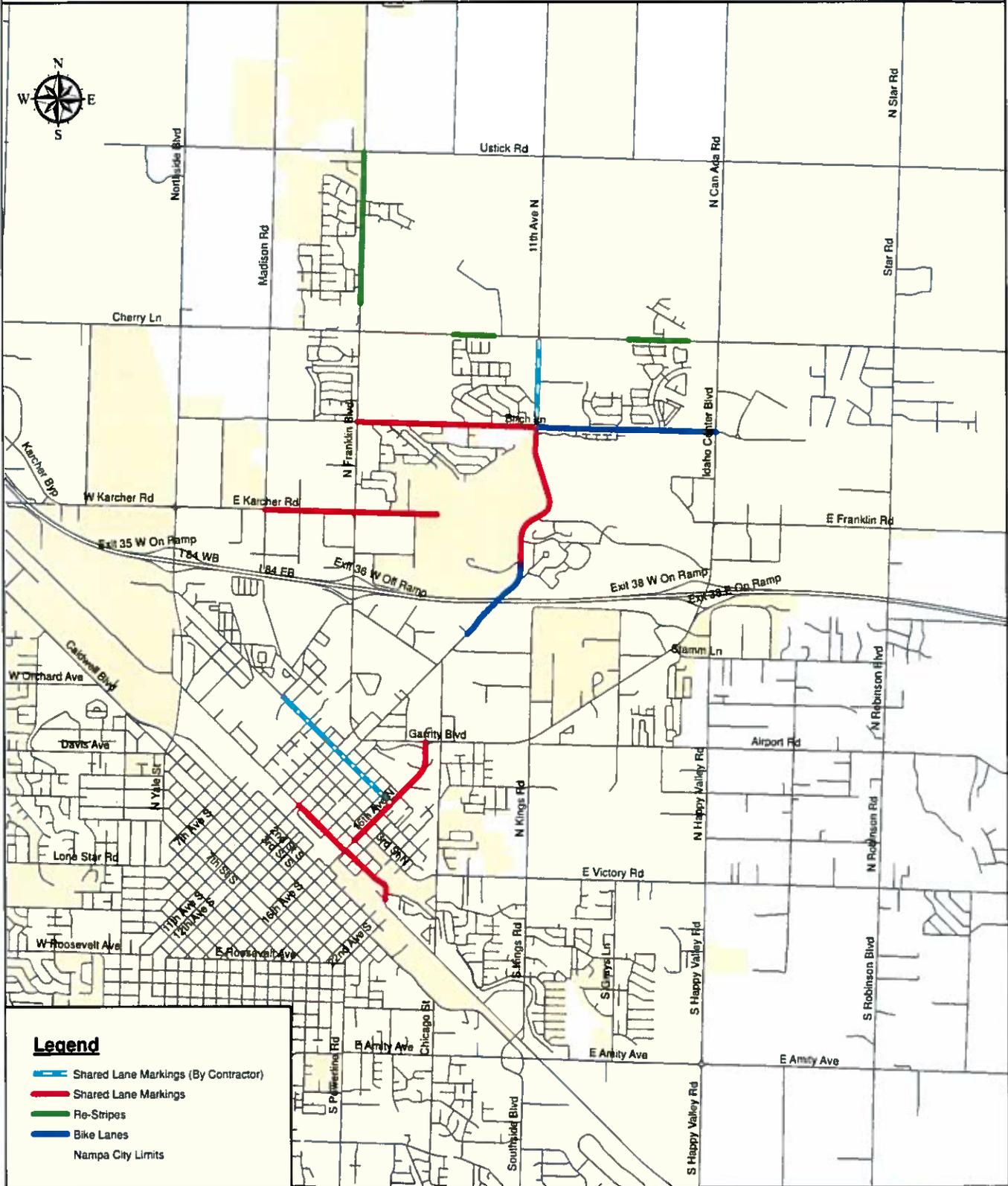
**AUTHORIZE NO-PARKING ZONES TO ESTABLISH ON-STREET BIKE LANES**  
**FY16 ASSET MANAGEMENT ZONE A**

- In an effort to build the city's on-street bicycle network according to the Bike and Pedestrian Master Plan, the following Zone A roadway segments have been identified for the installation of bike lanes and shared use lanes (See Exhibits A):
  - 1<sup>st</sup> Street North—11<sup>th</sup> Avenue North to Railroad Street (Shared Use Lanes)
  - 16<sup>th</sup> Avenue North—2<sup>nd</sup> Street North to Garrity Boulevard (Shared Use Lanes)
  - Karcher Road—Madison Avenue to End of Cul-de-sac (Shared Use Lanes)
  - 6<sup>th</sup> Street North—16<sup>th</sup> Avenue North to 4th Avenue North (Shared Use Lanes)
  - 11<sup>th</sup> Avenue North—Garrity Boulevard to Birch Lane (Shared Use & Bike Lanes)
  - Birch Lane—Franklin Boulevard to Idaho Center Boulevard (Shared Use & Bike Lanes)
- This project is part of the City's ongoing Asset Management Program to strategically and cost effectively facilitate the department's goal to provide efficient and sustainable development of public infrastructure for Nampa's future.
- Engineering selected Paragon Consulting to evaluate the existing pavement markings within FY16 Zone A and determine if any modifications or additions could be accomplished to improve safety, efficiency and multimodal accessibility (See Report, Exhibit B).
- The roadway segments identified for bicycle facilities were selected based on their inclusion in the Bike and Pedestrian Master Plan, recommendations from the Bike and Pedestrian Committee and adequate pavement width to safely accommodate bicycle facilities without significant impacts to on-street parking.
- Bike facilities on Birch Lane (11<sup>th</sup> Avenue North to Idaho Center), 11<sup>th</sup> Avenue North (Stampede Drive to Centennial Drive) and 16<sup>th</sup> Avenue North (7<sup>th</sup> Street—Park Avenue & adjacent to Lakeview Park) will require the establishment of No—Parking Zones (See Exhibit C).
- In addition, No—Parking Zones are required on sections of Cherry Lane (adjacent to Sherwood Meadows and Kensington Place subdivisions) and N. Franklin Boulevard (E. Coulter Bay Road to Ustick Road) to establish additional outside lanes. These pavement marking changes will meet the intent of the Transportation Master Plan and provide additional capacity and improved safety.

- Shared use lanes will be marked with a “Sharrow” symbol to alert motorists of bicycle traffic while also encouraging cyclists to ride in a straight line so their movements are predictable to drivers (See Exhibit D).
- Estimated cost for the project, including signage, pavement markings, striping and traffic control is \$85,000.
- Funding for the project is through the FY16 Streets budget.
- Engineering recommends establishing No-Parking zones to accommodate the bicycle facilities.

**REQUEST:** Council authorize establishment of “No Parking” zones on Birch Lane (11<sup>th</sup> Avenue North to Idaho Center), 11<sup>th</sup> Avenue North (Stampede Drive to Centennial Drive), 16<sup>th</sup> Avenue North (7<sup>th</sup> Street—Park Avenue & adjacent to Lakeview Park), Cherry Lane (adjacent to Sherwood Meadows and Kensington Place subdivisions) and N. Franklin Boulevard (E. Coulter Bay Road to Ustick Road) to establish bicycle lanes and traffic striping improvements.

### CITY OF NAMPA: FY-16 ZONE A PAVEMENT MARKINGS MAP VICINITY MAP

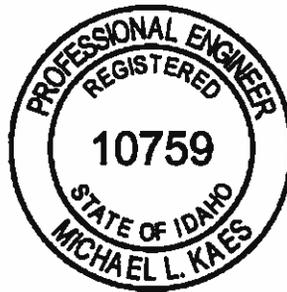


**CITY OF NAMPA**

**FY-16 ZONE A PAVEMENT MARKING  
ANALYSIS**

PREPARED BY

PARAGON CONSULTING, INC.  
157 W. 4<sup>TH</sup> ST.  
KUNA, ID 83634



Original Signed By: Michael L. Kaes, PE/PLS  
Date Original Signed: March 1, 2016  
Original on File at the City of Nampa

MARCH 1, 2016

## *FY-16 ZONE A PAVEMENT MARKING ANALYSIS CITY OF NAMPA, IDAHO*

### *PURPOSE OF THIS STUDY*

The purpose of this study is to evaluate the existing pavement markings, within the FY-16 Zone A maintenance area, and determine if any modifications or additions can be accomplished to meet the current Transportation Plan along with the Bicycle & Pedestrian Plan.

### *PROJECT DESCRIPTION*

The FY-16 Zone A maintenance area is located in the northeastern area of the City of Nampa and will include approximately 22 miles of seal coat, rehabilitation and reconstruction of the roads within the area (see Zone A Map, Exhibit A). Paragon analyzed the area through field measurements and observation along with referencing Google Earth imagery to identify the existing pavement markings.

The Transportation Plan and the Bicycle & Pedestrian Plan were referenced to determine the recommended configurations for intersection improvements, turn lanes, travel lanes and bicycle facilities.

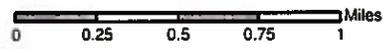
Based on planning recommendations and field measurements, each of the roads were analyzed to determine if the recommended pavement markings could be accomplished as part of the FY-16 Zone A maintenance.

**FY16 Zone A Proposed Work  
 Draft 3**

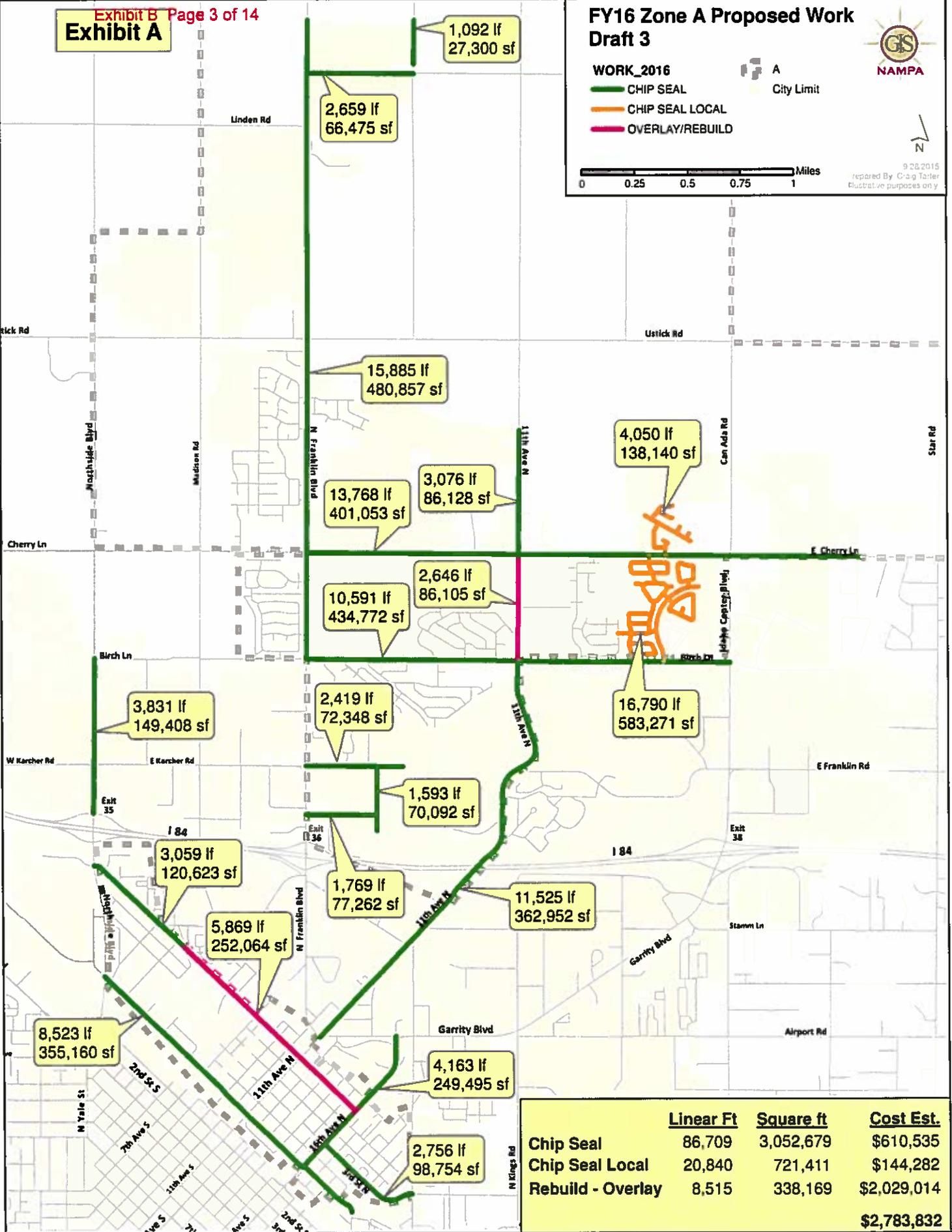


**WORK\_2016**  
 CHIP SEAL  
 CHIP SEAL LOCAL  
 OVERLAY/REBUILD

**A**  
 City Limit



9/28/2015  
 prepared By: Craig Taylor  
 Illustrative purposes only



	<u>Linear Ft</u>	<u>Square ft</u>	<u>Cost Est.</u>
Chip Seal	86,709	3,052,679	\$610,535
Chip Seal Local	20,840	721,411	\$144,282
Rebuild - Overlay	8,515	338,169	\$2,029,014
			<b>\$2,783,832</b>

## *CONCLUSION & RECOMMENDATION*

Several locations were identified for modifications to the existing pavement markings, including the addition of bicycle facilities, modifications to existing travel lanes and adding merging tapers. A table of the full analysis of the FY-16 Zone A maintenance area is attached as Exhibit B.

The recommended changes and locations are described below and shown graphically on the attached FY-16 Zone A Pavement Markings Vicinity Map (Exhibit C):

▼P 1<sup>st</sup> Street North (11<sup>th</sup> Avenue North – E. Railroad Street):

- The Bicycle and Pedestrian Master Plan recommends this section to be a bicycle boulevard. However, the speed limit is too high, at 35 mph, for a bicycle boulevard. Therefore, it is recommended to add shared lane markings.

▼P 16<sup>th</sup> Avenue North (2<sup>nd</sup> Street North – Garrity Boulevard):

- The existing width of 16<sup>th</sup> Avenue North can accommodate the addition of shared lane markings, which is supported by the Bicycle and Pedestrian Master Plan. City Council approved the shared lane markings concept for 16<sup>th</sup> Avenue on June 6, 2011. The existing travel lanes will need to be modified to safely add the shared lane markings.

▼P E. Karcher Road (N. Franklin Boulevard – End of Cul-de-sac):

- The existing width along E. Karcher Road can accommodate shared lane markings, which is supported by the Bicycle and Pedestrian Master Plan.

Although it is outside the FY-16 maintenance area, it is recommended to extend the shared lane markings from N. Franklin Boulevard to Madison Road, connecting to the Madison Road shared lane markings, which were added in 2015.

▼P N. Franklin Boulevard (E. Coulter Bay Drive – Ustick Road):

- The Transportation Master Plan recommends 5 lanes along N. Franklin Boulevard, within Zone A. It is recommended to add merging tapers, where needed, and add pavement markings for additional lane(s), where the existing pavement is wide enough. These pavement marking changes will meet the intent of the Transportation Master Plan and will provide

additional capacity where the newer subdivisions have improved the development frontages.

▼P 11<sup>th</sup> Avenue North (Garrity Boulevard – Birch Lane):

- The existing width along 11<sup>th</sup> Avenue North can accommodate bicycle facilities on each side of the road. It is recommended to install shared lane markings from Garrity Boulevard to Stampede Drive. Bicycle lane markings are recommended from Stampede Drive to Centennial Drive. Shared lane markings are recommended from Centennial Drive to Birch Lane.

11<sup>th</sup> Avenue North, from Birch Lane to Cherry Lane, will have shared lane markings installed by a contractor under a separate rebuild contract.

▼P Birch Lane (N. Franklin Boulevard – N. Idaho Center Boulevard):

- The existing width along Birch Lane can accommodate bicycle facilities on each side of the road. It is recommended to install shared lane markings and eliminate the fog line from N. Franklin Boulevard to N. Liverpool Lane. Shared lane markings are recommended from N. Liverpool Lane to 11<sup>th</sup> Avenue North. Bicycle lanes are recommended from 11<sup>th</sup> Avenue North to N. Idaho Center Boulevard.

▼P Cherry Lane (N. Franklin Boulevard – N. Idaho Center Boulevard):

- The Transportation Master Plan recommends 5 lanes along Cherry Lane, within Zone A. It is recommended to add merging tapers, where needed, and add pavement markings for additional lane(s), where the existing pavement is wide enough. These pavement marking changes will meet the intent of the Transportation Master Plan and will provide additional capacity where the newer subdivisions have improved the development frontages.

It is also recommended to install stop bar pavement markings at the approach to N. Wylie Place and the approach to N. Sunland, to provide improved sight distances at these intersections.

▼P 6<sup>th</sup> Street North (16<sup>th</sup> Avenue North–1st Avenue North):

- 6<sup>th</sup> Street North, from 16<sup>th</sup> Avenue North to 1st Avenue North, will have shared lane markings installed by a contractor under a separate rebuild contract.

Although it is outside the FY-16 maintenance area, it is recommended to install shared lane markings along 4<sup>th</sup> Avenue North and 3<sup>rd</sup> Avenue North, from 6<sup>th</sup> Street North to Franklin Road, to compliment the 6<sup>th</sup> Street North shared lane markings.

Exhibit D through Exhibit I provide graphical depictions of the approximate locations for new bicycle facility thermo-plastic pavement markings and signage.

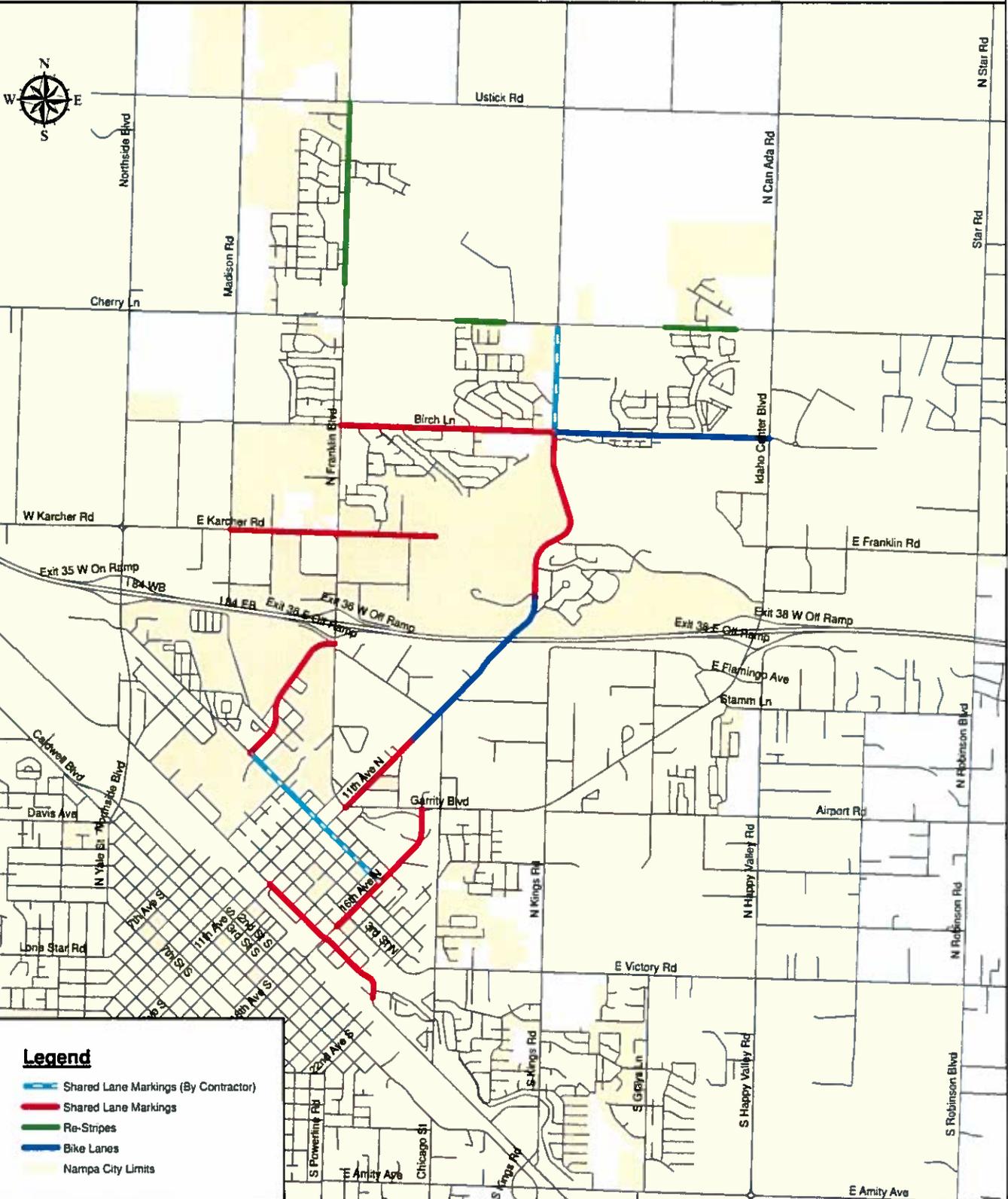
The quantity of new bicycle facility thermo-plastic pavement markings and signage is summarized in the following table.

Bicycle Facility Pavement Markings & Signs Table

Street	Sharrows	Bike Lane Markings	Signs (W11-1 & W16-1P)
1 <sup>st</sup> Street North	39	-	2
11 <sup>th</sup> Avenue North	58	4	4
16 <sup>th</sup> Avenue North	37	-	6
4 <sup>th</sup> Ave/3 <sup>rd</sup> Ave	28	-	2
Birch Lane	40	6	4
E. Karcher Road	44	-	3
Total	246	10	21



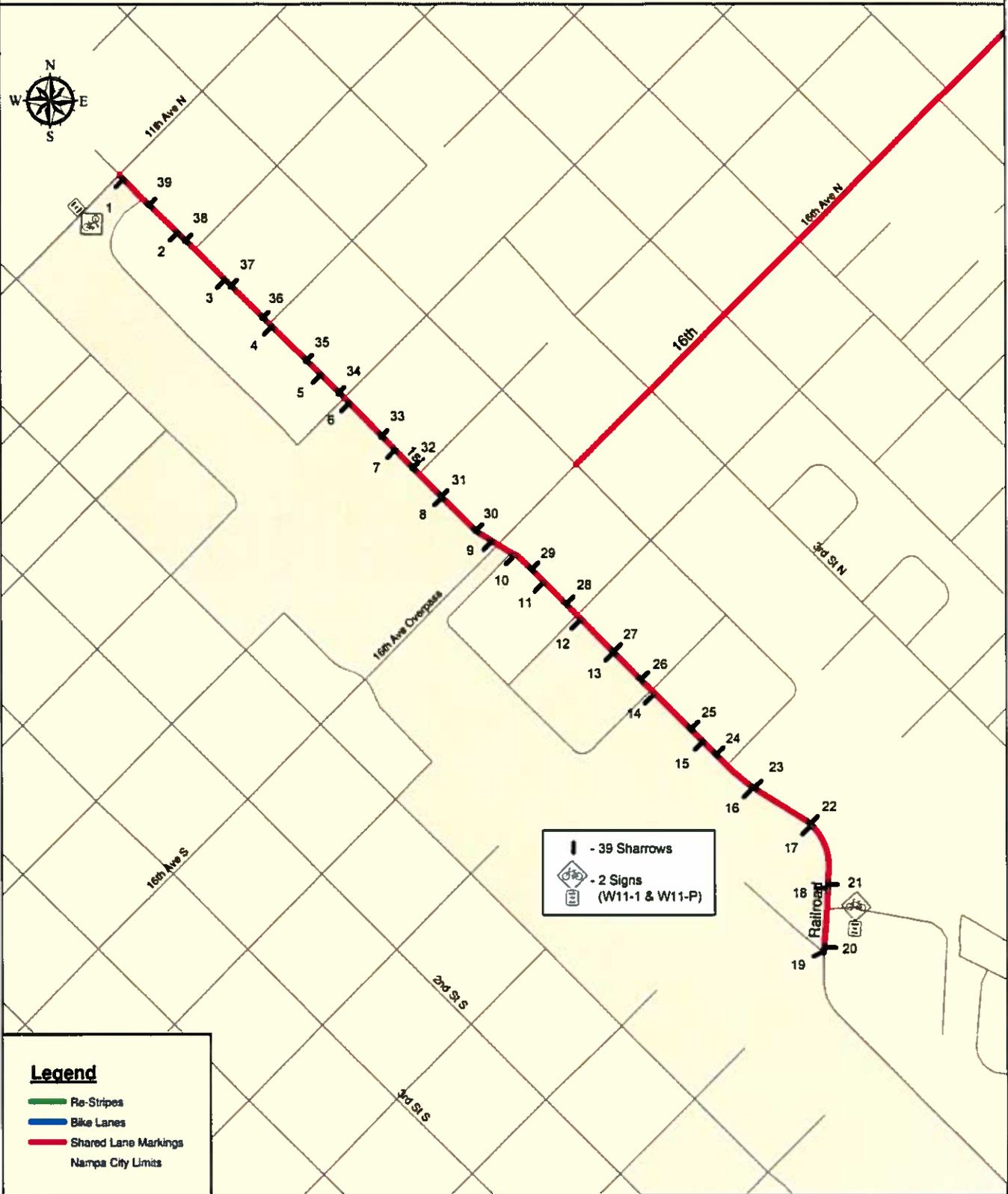
### CITY OF NAMPA: FY-16 ZONE A PAVEMENT MARKINGS MAP VICINITY MAP



- Legend**
- Shared Lane Markings (By Contractor)
  - Shared Lane Markings
  - Re-Stripes
  - Bike Lanes
  - Nampa City Limits



### CITY OF NAMPA: FY-16 ZONE A PAVEMENT MARKINGS & SIGN PLACEMENT MAP 1ST STREET NORTH

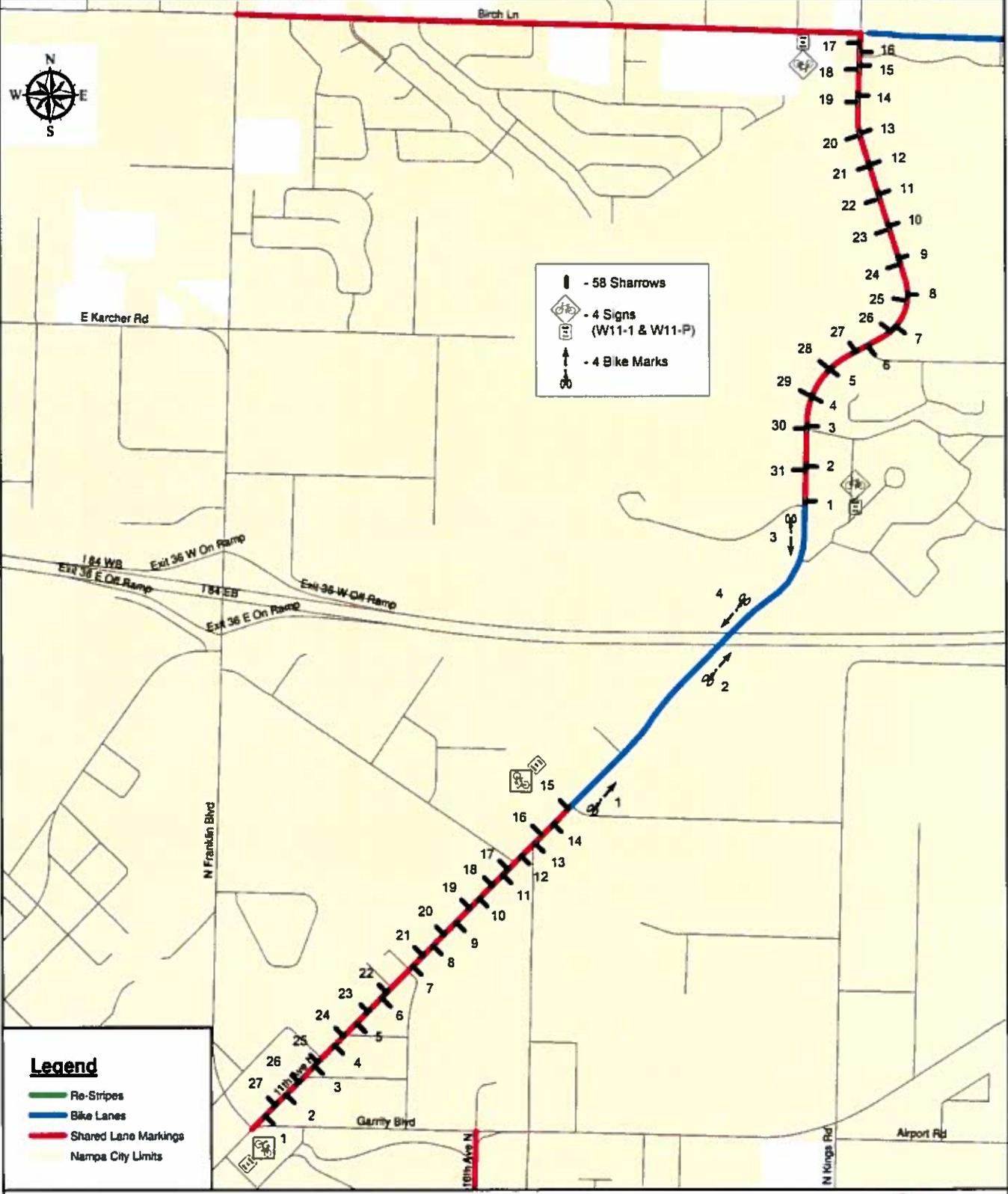


 - 39 Sharrows  
 - 2 Signs  
 (W11-1 & W11-P)

**Legend**

-  Re-Stripes
-  Bike Lanes
-  Shared Lane Markings
-  Nampa City Limits

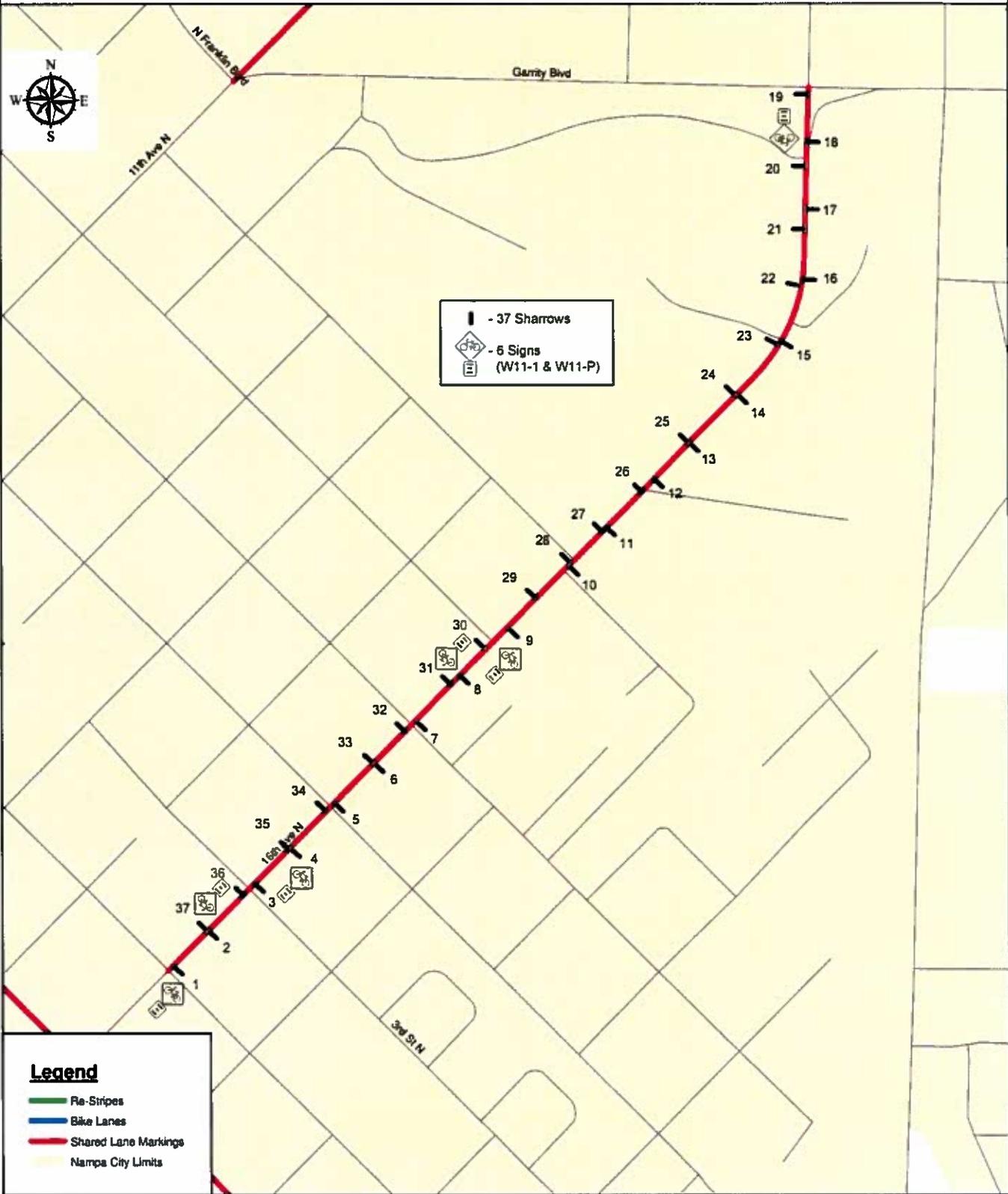
### CITY OF NAMPA: FY-16 ZONE A PAVEMENT MARKINGS & SIGN PLACEMENT MAP 11TH AVENUE NORTH



**Legend**

- Re-Stripes
- Bike Lanes
- Shared Lane Markings
- Nampa City Limits

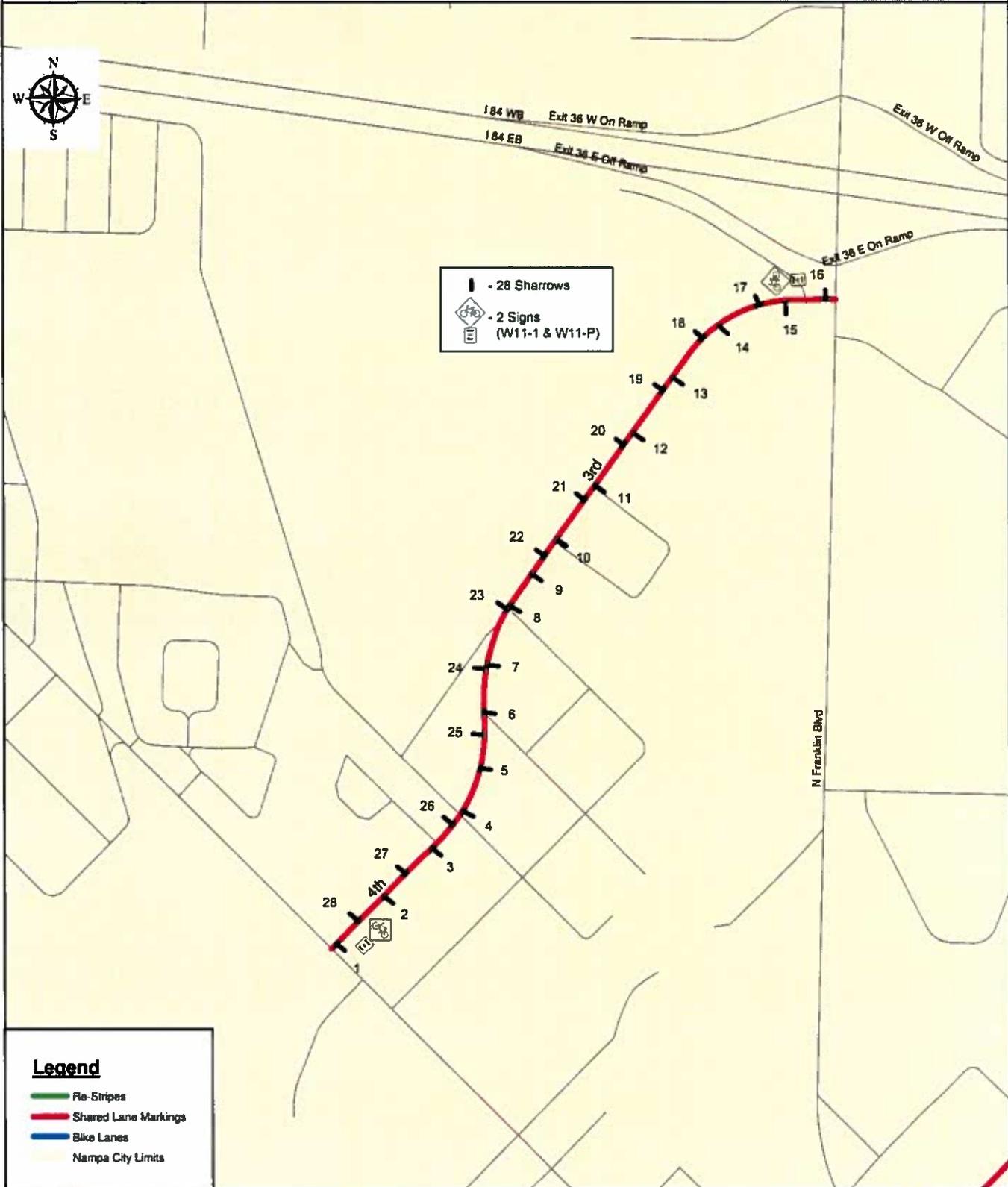
### CITY OF NAMPA: FY-16 ZONE A PAVEMENT MARKINGS & SIGN PLACEMENT MAP 16TH AVENUE NORTH



### CITY OF NAMPA: FY-16 ZONE A PAVEMENT MARKINGS & SIGN PLACEMENT MAP 3RD & 4TH AVENUE NORTH



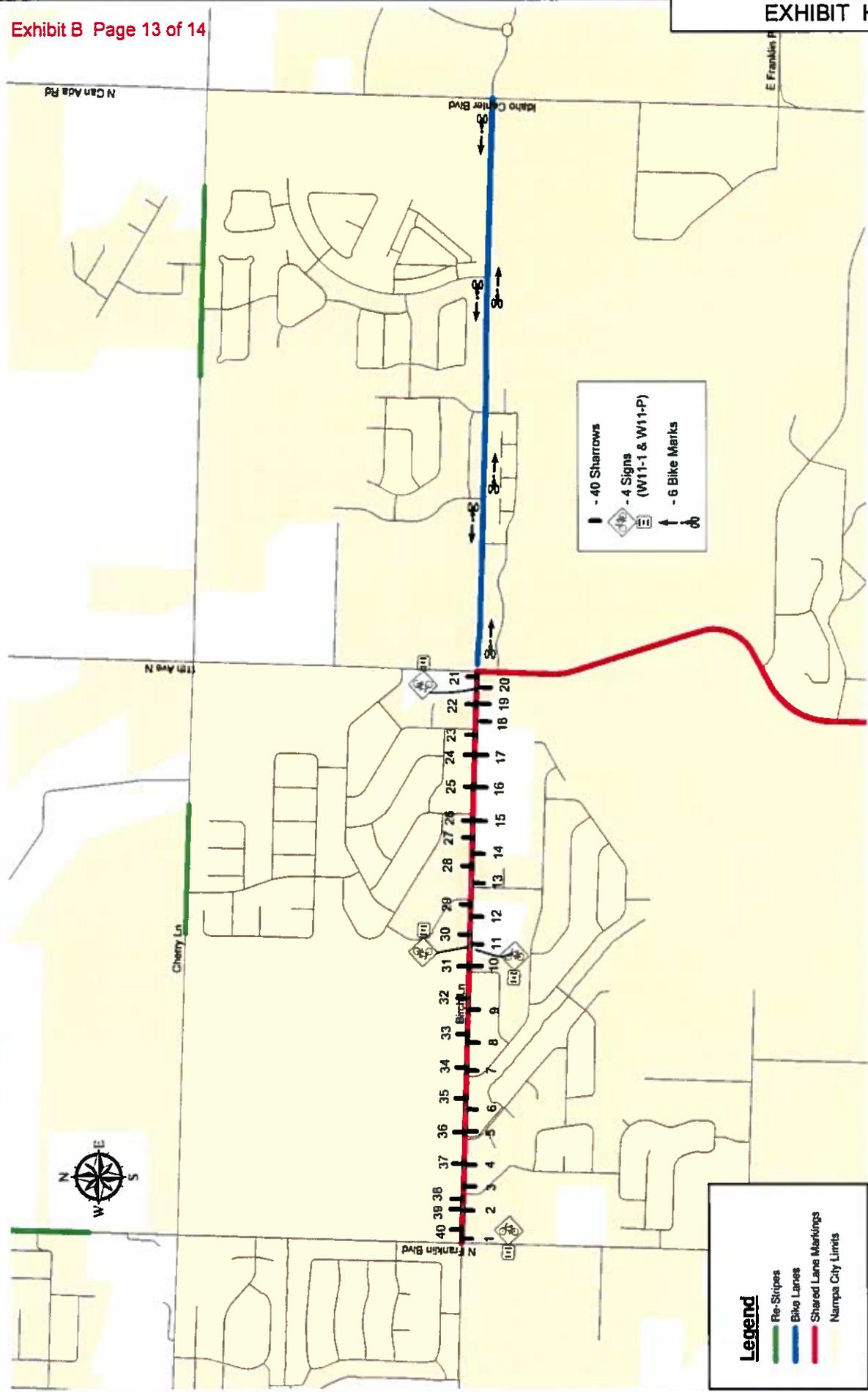
 - 28 Sharrows  
 - 2 Signs (W11-1 & W11-P)  

**Legend**

-  Re-Stripes
-  Shared Lane Markings
-  Bike Lanes
-  Nampa City Limits

CITY OF NAMPA: FY-16 ZONE A PAVEMENT MARKINGS & SIGN PLACEMENT MAP  
BIRCH LANE



Legend

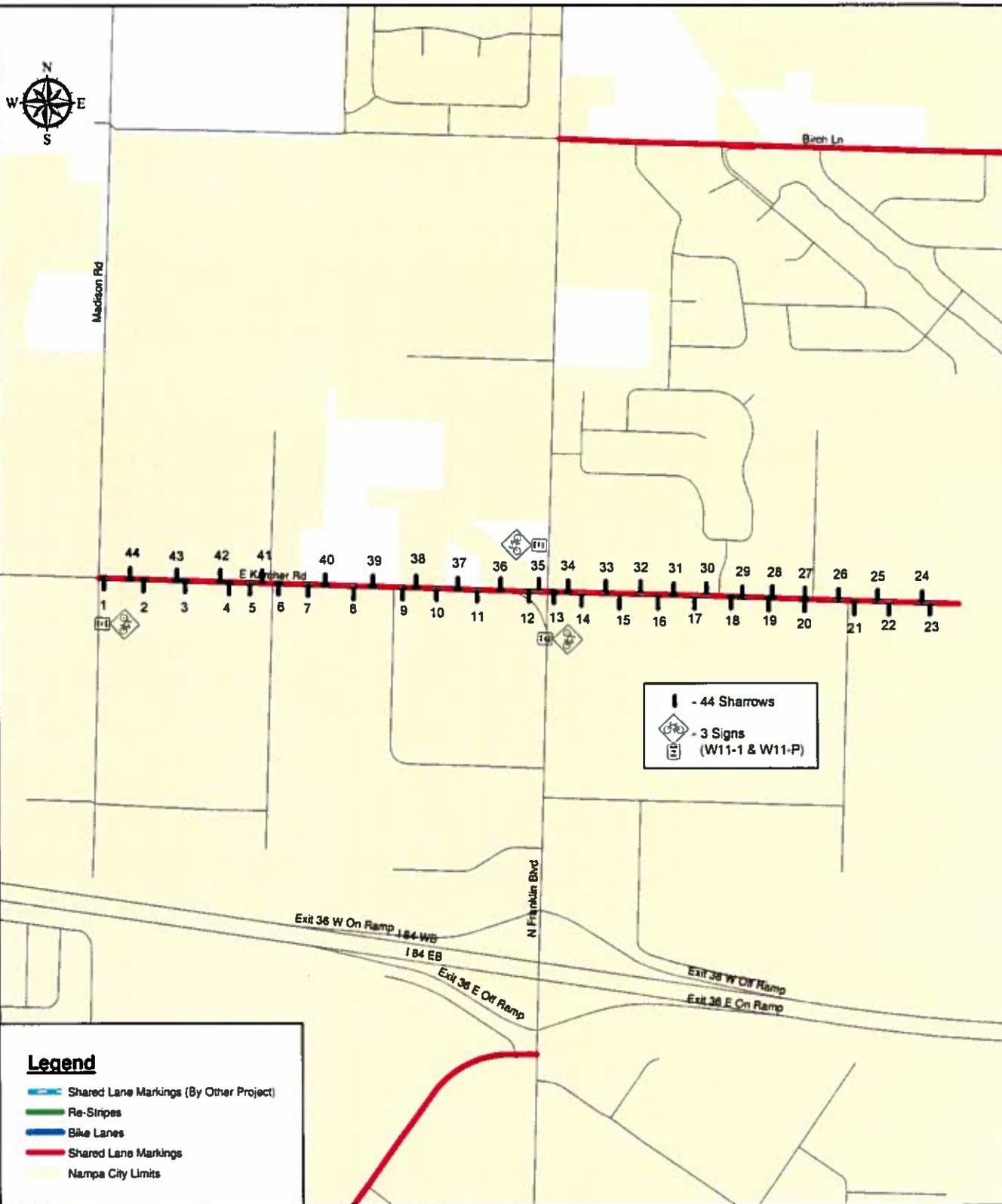
- 40 Sharrow
- 4 Signs (W11-1 & W11-P)
- 6 Bike Marks

Legend

- Re-Stripes
- Bike Lanes
- Shared Lane Markings
- Nampa City Limits



### CITY OF NAMPA: FY-16 ZONE A PAVEMENT MARKINGS & SIGN PLACEMENT MAP E. KARCHER ROAD



## Exhibit C: Example Bike Lane Markings

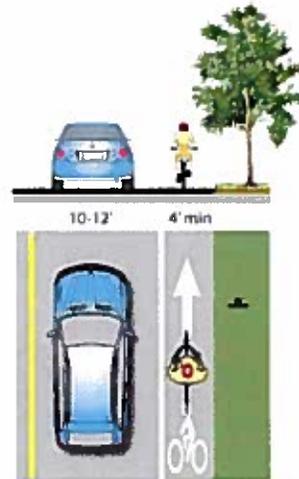
### Bike Lane Without On-Street Parking

#### Design Summary

- **Bike lane width:**
  - 4 feet minimum when no curb & gutter is present
  - 5 feet minimum, as measured from the face of the curb (3.5 feet more than the 1.5-foot gutter pan)
- Recommended width: 6 feet where right-of-way allows
- Maximum width: 8 feet adjacent to arterials with high travel speeds (45 mph-)

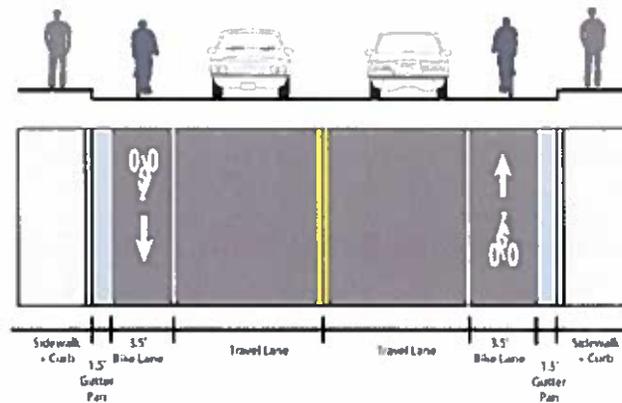
#### Discussion

Wider bike lanes are desirable in certain circumstances such as on higher speed arterials (45 mph-) where a wider bike lane can increase separation between passing vehicles and cyclists. Wide bike lanes are also appropriate in areas with high bicycle use. A bike lane width of 6 to 8 feet makes it possible for bicyclists to ride side-by-side or pass each other without leaving the bike lane, increasing the capacity of the lane. Appropriate signing and stenciling is important with wide bike lanes to ensure motorists do not mistake the lane for a vehicle lane or parking lane.



*Recommended design*

#### Cross Section



*Two Lane Cross-Section with No Parking\**

## Exhibit D: Example Shared Use Lane Markings

### 5.4.4 Shared Lane Markings

#### Design Summary

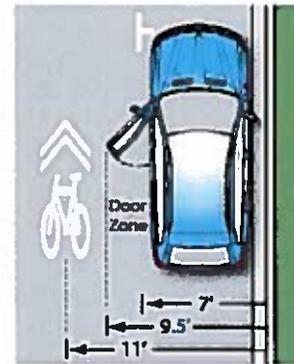
- Shared lane markings should not be used on roadways with speed limits above 35 mph or on paved shoulders.
- Shared lane markings should be placed:
  - At least 11 feet from face of curb (or shoulder edge) to the center of the marking where there is on-street parking.
  - At least 4 feet from face of curb (or shoulder edge) to the center of the marking where there is no on-street parking.
  - Immediately after an intersection and spaced at intervals not greater than 250 feet.
- The door width zone is generally assumed to be 2.5 feet from the edge of the parking lane.
- The MUTCD provides additional design guidance.

#### Discussion

Shared lane markings are high-visibility pavement markings that help position bicyclists within the travel lane. These markings are often used on streets where dedicated bike lanes are desirable but are not possible due to physical or other constraints. Shared lane markings are placed strategically in the travel lane to alert motorists of bicycle traffic, while also encouraging cyclists to ride at an appropriate distance from the "door zone" of adjacent parked cars. Placed in a linear pattern along a corridor, shared lane markings also encourage cyclists to ride in a straight line so their movements are predictable to motorists.

This marking has been included in the 2009 update of the MUTCD, which allows shared lane markings to be used in locations with and without on-street parking. Placing shared lane markings between vehicle tire tracks (if possible) will increase the life of the markings.

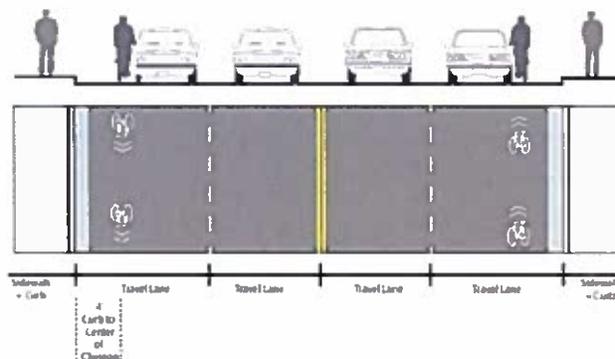
The 2010 AASHTO Guide to the Development of Bicycle Facilities draft contains information about this facility type. While this document cannot be quoted until adopted, marked shared lane design guidance has been greatly expanded.



Shared lane marking placement guidance for streets with on-street parking.



Shared lane markings can be used on minor and major roadways.



Recommended Shared Lane Markings

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 6<sup>th</sup> day of June, 2016**

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 6<sup>th</sup> day of June, 2016**

Approved:

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

Attest:

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

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON        )

On this 6<sup>th</sup> day of June, 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**

- 1010 W. Greenhurst, Nampa, Idaho, more particularly described in that certain Warranty Deed dated March 28, 2008, and recorded on March 28, 2008, as Instrument No. 2008023135 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 5.77 acres, more or less)
- 1625 Smith, Nampa, Idaho, more particularly described in that certain Ordinance dated June 15, 2009, and recorded on June 29, 2009, as Instrument No. 2009032392 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 18.32 acres, more or less)
- Sands Pointe Subdivision No. 8, more particularly described in that plat thereof, as shown by Book 44, Page 11 of Plats, records of Canyon County, Idaho (comprising approximately 19.64 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:

- 1010 W. Greenhurst, Nampa, Idaho, more particularly described in that certain Warranty Deed dated March 28, 2008, and recorded on March 28, 2008, as Instrument No. 2008023135 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 5.77 acres, more or less)
- 1625 Smith, Nampa, Idaho, more particularly described in that certain Ordinance dated June 15, 2009, and recorded on June 29, 2009, as Instrument No. 2009032392 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 18.32 acres, more or less)
- Sands Pointe Subdivision No. 8, more particularly described in that plat thereof, as shown by Book 44, Page 11 of Plats, records of Canyon County, Idaho (comprising approximately 19.64 acres, more or less)

Ordinance No. \_\_\_\_\_ shall be effective on its date of publication, which shall be on the 13<sup>th</sup> day of June, 2016. Ordinance No. \_\_\_\_\_ was passed by the Council and approved by the Mayor on the 6<sup>th</sup> day of June, 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 6<sup>th</sup> day of June, 2016, for publication on the 13<sup>th</sup> day of June, 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 6<sup>th</sup> day of June, 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 6<sup>th</sup> day of June, 2016**

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 6<sup>th</sup> day of June, 2016**

Approved:

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

Attest:

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

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON        )

On this 6<sup>th</sup> day of June, 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**

- 11761 Moss Lane, Nampa, Idaho, more particularly described in that certain Warranty Deed dated October 16, 2015, and recorded on October 20, 2015, as Instrument No. 2015041135 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.026 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:

- 11761 Moss Lane, Nampa, Idaho, more particularly described in that certain Warranty Deed dated October 16, 2015, and recorded on October 20, 2015, as Instrument No. 2015041135 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately 1.026 acres, more or less)

Ordinance No. \_\_\_\_\_ shall be effective on its date of publication, which shall be on the 13<sup>th</sup> day of June, 2016. Ordinance No. \_\_\_\_ was passed by the Council and approved by the Mayor on the 6<sup>th</sup> day of June, 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 6<sup>th</sup> day of June, 2016, for publication on the 13<sup>th</sup> day of June, 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 6<sup>th</sup> day of June, 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 6<sup>th</sup> day of June, 2016.**

**APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 6<sup>th</sup> day of June, 2016.**

Approved:

By \_\_\_\_\_  
Mayor

Attest:

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

### **EXHIBIT "A"**

- 11324 W. Hawkins - This was originally annexed under Ordinance 2947 from Pioneer Irrigation District more particularly described in that certain Warranty Deed dated May 16, 2001, and recorded on September 24, 2001, as Instrument No. 200138895 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .055 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:

- 11324 W. Hawkins - This was originally annexed under Ordinance 2947 from Pioneer Irrigation District more particularly described in that certain Warranty Deed dated May 16, 2001, and recorded on September 24, 2001, as Instrument No. 200138895 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .055 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 13<sup>th</sup> day of June, 2016. Ordinance No. \_\_\_\_\_ was passed by the Council and approved by the Mayor on the 6<sup>th</sup> day of June, 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 6<sup>th</sup> day of June, 2016, for publication on the 13<sup>th</sup> day of June, 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 6<sup>th</sup> day of June, 2016.  
Mark Hilty, Attorney for City of Nampa



131 Constitution Way Nampa, Idaho 83686

Phone (208) 468-5858 Fax (208) 465-2282

**TO:** Mayor Henry and Nampa City Council  
**FROM:** Darrin Johnson, Parks and Recreation Director  
**RE:** Construction Management Task Order for Midway Park  
**DATE:** June 6, 2016

Nampa Parks and Recreation is requesting City Council approve construction management services from T-O Engineers during the first phase of Midway Park construction. The first phase is expected to include a baseball complex with four fields, irrigation, a parking lot and road improvements to Midway Road.

During the initial submittal of the design, by Jensen Belts and their associates, the City chose to cut the contract management portion of the proposal because the cost was too high. Because the construction management was eliminated it was necessary to renegotiate the service.

Parks and Recreation has negotiated with T-O Engineers for contract management. The total cost (time and material not to exceed) is for \$53,188. The current amount of \$53,188 is more than a \$25,000 savings compared to the original proposal. The scope of work is included for review.

Action is requested that Nampa City Council approve the Mayor to sign a task order for Midway Park Construction Management with T-O Engineers for the amount of \$53,188.

**City of Nampa**  
**Midway Park Construction Engineering**  
**Project #**  
**Scope of Work**  
**May 23, 2016**

---

**CONTACT INFORMATION**

Engineering Firm: T-O Engineers  
Address: 332 N. Broadmore Way, Nampa Idaho 83687  
Project Manager: Kasey Ketterling, P.E.  
Telephone: Office 208-442-6300  
Cell 208-631-1467

**DETAILED SCOPE OF WORK**

The following is a scope of work for professional services for the City of Nampa Parks and Recreation Department.

The Midway Park Phase 1 project, designed by Jensen Belts & Associates team, is planned for construction in Fall 2016. The following scope is for T-O Engineers to provide construction engineering, and construction management through the construction of the park.

This scope of work consists of the following work task. The task has been subdivided into manageable subtasks detailing the work efforts required by the project.

**Task 1 – Construction**

This scope of work assumes the following general assumptions based on discussions with City staff and other available information.

***General Assumptions:***

- a. Some bidding assistance was included in the design contract between JBA and the City of Nampa. This effort has not been duplicated in this scope and estimate.
- b. City of Nampa Parks & Recreation Department will provide general project oversight and guidance on necessary decisions during construction.
- c. Project will be constructed in Fall 2016. Final acceptance of landscaping will be Spring of 2017 (April).

The work task and subtasks are as follows:

**Task 1 – Construction**

This task consists of assisting the City in their effort to manage and administer the construction of the project. Subtasks are as follows:

***Assumptions:***

1. Contractor will provide their own construction staking as part of their contract.
2. Contractor will provide testing company and testing results as part of their contract.
3. Contractor will provide one clean redlined set of drawings showing any significant changes to design plans.

**City of Nampa**  
**Midway Park Construction Engineering**  
**Project #**  
**Scope of Work**  
**May 23, 2016**

---

- 1.01 Pre-Construction Meeting**  
T-O personnel will administer and run the preconstruction meeting. City of Nampa personnel will attend the meeting and provide T-O Engineers with their standard agenda.
- 1.02 Review Substitutions Requests**  
T-O will review Contractor proposed Substitutions, coordinate with Client and respond to requests. Time budget assumes 2 substitutions.
- 1.03 Review Submittals**  
T-O will respond to and maintain Submittal List, advise Client of all material matters and submit recommended resolution for approval. Time budget assumes 25 submittal packages for review (including resubmittals).
- 1.04 Review Pay Requests**  
T-O will review all Pay Requests to assure payment corresponds to actual work completed to date and to assure work quality meets Contract Document requirements. Contract duration is assumed to be 4 months with an estimated 8 pay requests.
- 1.05 Prepare Change Orders**  
T-O will receive and review questions and disputes concerning the intent of the specifications and drawings. T-O will coordinate with Client on requests for change orders or claims and provide written response to the contractor for recommendation or denial. Time budget assumes 2 change order requests.
- 1.06 Construction Observations and Weekly Construction Meetings**  
T-O will provide 16 weekly construction observations to monitor progress, verify and discuss field challenges with the contractor, and document construction. T-O will prepare brief reports of site observations and notify the City of any conditions requiring action. T-O will inform the City of the progress and quality of the work and any updates to the construction schedule. Documentation includes photo-documentation of progress, observation logs, submittals, and clarification correspondence. T-O will facilitate 16 weekly construction progress meetings between the contractor and City and maintain a log of these meeting. Time budget assumes 16 meetings and 10 hours per week during construction.
- 1.07 Punchlist & Project Closeout**  
T-O will prepare a punchlist, and coordinate with contractor to resolve punchlist items. Item includes walk-through, punch list and final walk through. T-O will assist with project closeout and final contractor payment.

**City of Nampa**  
**Midway Park Construction Engineering**  
**Project #**  
**Scope of Work**  
**May 23, 2016**

---

**1.08 Prepare Record Drawings**

Contractor will be required to provide the City of Nampa and T-O with a clean, redlined set of as-built drawings at the conclusion of the project. T-O will provide the City of Nampa with a set of as-constructed drawings showing any major changes.

**1.09 Project Management**

Manage the contractual, scheduling, billing and timing of project. Manage the coordination of consultants and the execution of the Scope of Services. Communicate with Staff and Project Team on project construction and details.

**Project Milestones – Schedule**

Advertisement	May 23, 2016
Pre Bid Conference	June 1, 2016
Bid Opening	June 7, 2016
Bid Recommendation	June 14, 2016
City Council approval	June 20, 2016
Notice to Proceed	June 27, 2016
Construction	July 2016 – October 2016
Landscape Acceptance	April 2017

This project is anticipated to be designed, bid, and constructed by November, 2016 with landscape verification and final acceptance in April 2017.

**\*\*A Project Budget has been provided along with this scope. Contract is time & material not to exceed the estimated project budget without prior approval from City of Nampa.\*\***

T-O Engineers for the City of Nampa  
 Midway Park Construction Project  
 Project # 150037  
 Project Budget  
 May 23, 2016

Task No.	Description of Work	Total Man-hours	Project Manager	Engineer	Surveyor	Clerical	Unit Item Costs	Subtotals
1.00	Construction							\$ 53,188.00
1.01	Pre-Construction meeting	20	8	12				
1.02	Review substitution requests	10	4	6				
1.03	Review Submittals	36	6	30				
1.04	Review pay requests	44	8	20		16		
1.05	Prepare Change Orders	20	4	16				
1.06	Construction Observation / Weekly meetings	228	48	180				
	Jensen Belts & Associates						\$ 2,244.00	
1.07	Punch list and closeout	30	6	24				
1.08	Prepare Records Drawings	64	4	32	16	2	\$ 660.00	
1.09	Project management	80	60	20				
<b>Total Estimated Hours</b>		<b>622</b>	<b>148</b>	<b>340</b>	<b>16</b>	<b>18</b>		<b>\$ 53,188.00</b>

**A. Summary of Estimated Labor Costs**

Personnel	Man-hours	Rate	Extension
Project Manager (Keterling)	148	\$ 138.00	\$20,424.00
Engineer (Howell)	340	\$ 80.00	\$27,200.00
Surveyor (Sorenson)	16	\$ 110.00	\$ 1,760.00
Clerical (Potter)	18	\$ 50.00	\$ 900.00
<b>Total Estimated Labor Costs</b>	<b>522</b>		<b>\$50,284.00</b>

**B. Summary of Estimated Direct Expenses**

GPS Unit	12 hours @	\$ 55.00	\$ 660.00
Jensen Belts & Associates	22 hours @	\$ 102.00	\$ 2,244.00
<b>Total Estimated Direct Expenses</b>			<b>\$ 2,904.00</b>

**TOTAL ESTIMATED PROJECT COSTS** **\$53,188.00**

Time & Material Not To Exceed

## **Authorize Sale of City Property at Public Auction Disposal of Surplus Land at Well No. 9 (1710 Middleton Road)**

- In 1979, a 0.5 acre lot was platted as part of the Karcher Estates Subdivision for the benefit of the City Municipal Well No. 9 (1710 Middleton Road)
- Over time, a portion of Well No. 9 has become occupied by four adjoining property owners. Three of the occupiers had lease agreements allowing for lawn and gardens. The fourth property has no record of a lease, but the existing fence is located approximately 3ft. onto the property (see Exhibit A)
- After a number of complaints regarding activities on the City owned property, staff investigated the situation and found the occupiers had encroached on areas necessary for wellhead protection
- On March 7, 2016, City Council was informed that Public Works staff had discovered a potential wellhead protection violation at Well No. 9. Staff and the City attorney have communicated to the property owners that the City is no longer willing to permit occupancy of the Well No. 9 site. The owners were also notified to vacate the property, removing all of their real property, outbuildings, and fencing
- The homeowners approached the City for options on vacating the property and expressed interest in purchasing a portion of the land for storage and garden space
- Staff evaluated the minimum amount needed for current operations and future needs, such as construction of a replacement well, etc. It was found that some excess/surplus property exists beyond the minimum 50 ft. wellhead protection setback as well as preservation of space for future water system uses
- Staff recommends the excess property be declared surplus and put up for disposal via public auction as shown on Exhibit B. The estimated value of the surplus property is \$11,778.00, based on \$3.00 per sq. ft. as valued by the Canyon County Assessor

**REQUEST:** 1) Declare a portion of property at 1710 Middleton Road surplus or not used for public purpose, and 2) Authorize advertisement of July 5, 2016, public hearing for the sale of property via public auction at Nampa City Hall, Council Chambers, at a time and date to be determined

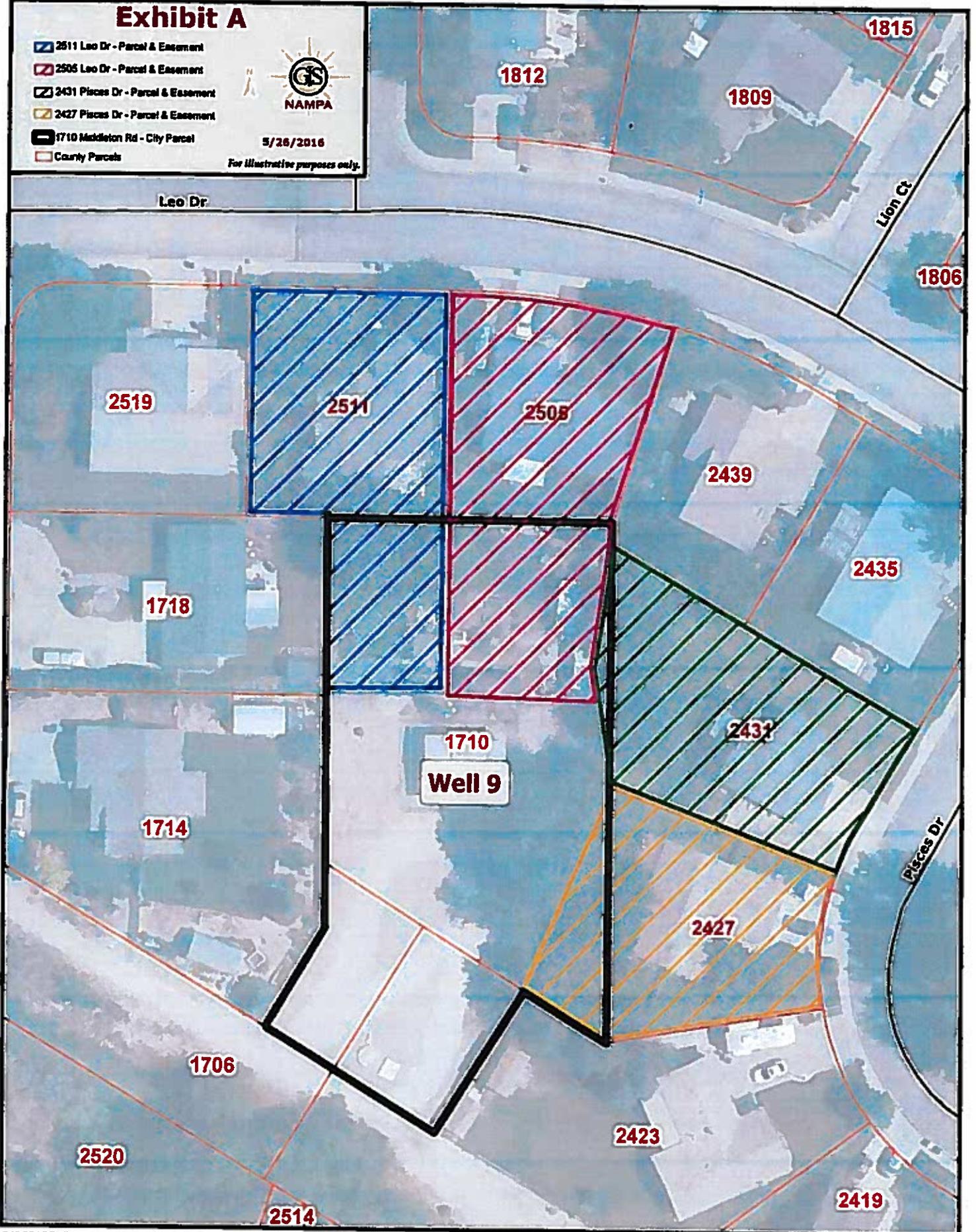
# Exhibit A

- 2511 Leo Dr - Parcel & Easement
- 2505 Leo Dr - Parcel & Easement
- 2431 Pieces Dr - Parcel & Easement
- 2427 Pieces Dr - Parcel & Easement
- 1710 Middleton Rd - City Parcel
- County Parcels



5/26/2016

For illustrative purposes only.



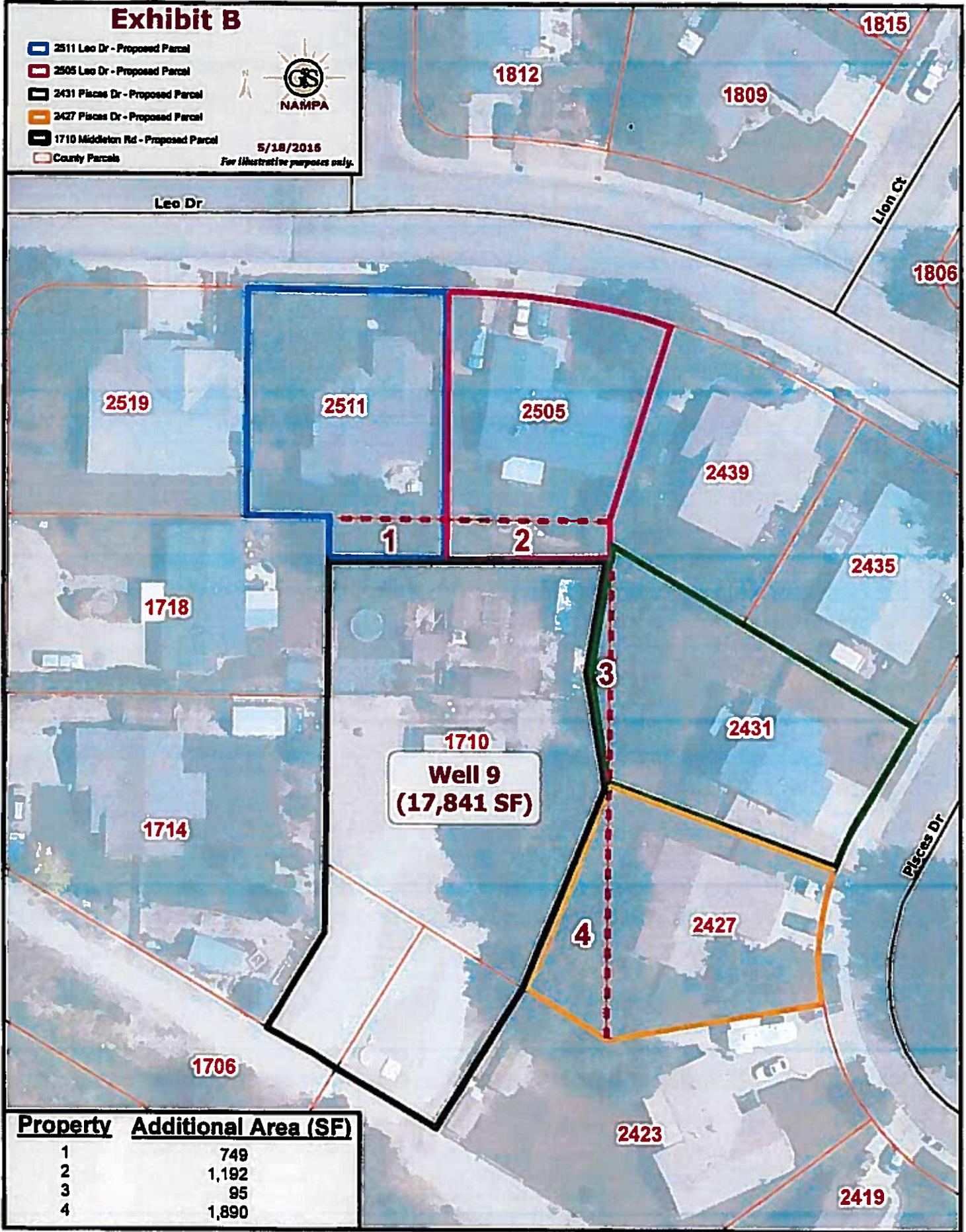
# Exhibit B

- 2511 Leo Dr - Proposed Parcel
- 2505 Leo Dr - Proposed Parcel
- 2431 Pieces Dr - Proposed Parcel
- 2427 Pieces Dr - Proposed Parcel
- 1710 Middleton Rd - Proposed Parcel
- County Parcels



5/18/2016

For illustrative purposes only.



Property	Additional Area (SF)
1	749
2	1,192
3	95
4	1,890

## **APPROVE NEW LEASE AT NAMPA MUNICIPAL AIRPORT FOR LOT 2365**

- On July 1, 2007, James Davies, signed a 30 year land lease for Lot 2365
- On May 9, 2016, Airport Staff received a letter from James Davies (Lessee) offering Nampa Municipal Airport first right of refusal
- The Lessee also made known they had received an offer to purchase the land lease, with improvements, from Patricia Nardi
- On May 10, 2016, Patricia Nardi submitted a lease application
- On May 18, 2016, Lessee signed and returned the notarized termination agreement
  - The termination agreement is contingent upon the sale of the land lease with improvements
- On May 18 , 2016, Patricia Nardi signed and returned the Land Lease Agreement and notarized Memorandum of Lease
- On May 19, 2016, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the Agreement to Waive First Right of Refusal and Terminate Lease with James Davies (see Attachment A) dated July 1, 2007, and sign new Nampa Municipal Airport Land Lease Agreement (see Attachment B) and Memorandum of Lease for Recording agreement (see Attachment C) with Patricia Nardi effective June 6, 2016, for Lot 2365

**REQUEST:** The Nampa Airport Commission requests the following:

- 1) Authorize Mayor to sign Agreement to Waive First Right of Refusal and Terminate Lease with James Davies dated July 1, 2007, and
- 2) Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Patricia Nardi, effective June 6, 2016, for Lot 2365, and
- 3) Authorize Mayor to sign Memorandum of Lease for Recording agreement with Patricia Nardi, effective June 6, 2016, for Lot 2365.

**AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL  
AND TERMINATE LEASE – LOT # 2365**

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the "Agreement") is made and entered into this 6<sup>th</sup> day of June, 2016 between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor") and James E. Davies ("Lessee").

WHEREAS, on or about July 1, 2007 Lessor and Lessee entered into a Standard Land Lease ("Lease) for a 50'w x 30'd hangar improvement on Lot #2365 (the "improvement"), at the Nampa Municipal Airport; and

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

WHEREAS, on May 9, 2016 Lessor received from Lessee a Notice offering to sell the improvement to it for the sum of \$60,000.00

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

- 1. Lessor waives the first right of refusal to purchase the improvement granted to it under the Lease, and declines the offer to purchase said improvement pursuant to the Notice which it received from Lessee on May 9, 2016.
- 2. Lessor and Lessee agree to terminate the Lease effective June 6, 2016; this termination is specifically contingent upon the sale of the improvement by Lessee to a third party.

"LESSOR"

**CITY OF NAMPA**

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

Attest: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Airport Superintendent

"LESSEE"

**James E. Davies**

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

# **NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT**

## **STORAGE HANGAR LOT #2365 IMPROVEMENTS PURCHASED FROM JAMES DAVIES**

**LESSEE:**

PATRICIA K. NARDI  
408 SPANISH PEAKS DR  
MISSOULA, MT 59803

**LESSOR:**

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

**EFFECTIVE TERM:**

**JUNE 6, 2016 – JUNE 30, 2036**

This lease agreement (the "Agreement") is entered into this 6th day of June, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **PATRICIA K. NARDI** ("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 June 6, 2016 (the "Effective Date"), and continue for a period of twenty (20) years from the effective date of this lease, terminating on June 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).

## **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 alter 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 **PATRICIA K. NARDI** 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**

**Patricia K. Nardi**  
**408 Spanish Peak Dr**  
**Missoula, MT 59803**

**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 I. 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:  
**Patricia K. Nardi**

By:

**Personal Guarantee.**

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

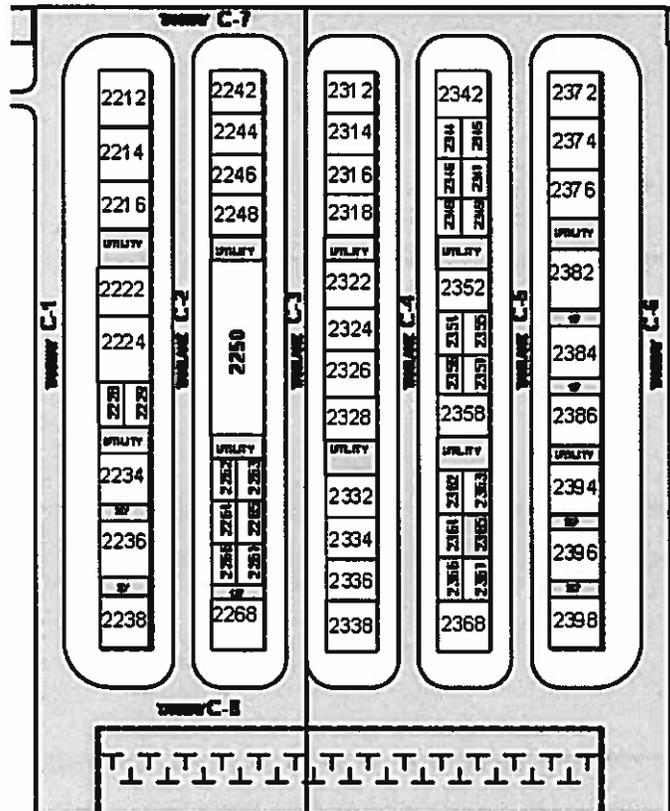
By:  
**Patricia K. Nardi**

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Date

### Exhibit A



Airport Lot #2365: 50' wide x 30' deep = 1500 square foot at \$0.254 per square foot  
 = \$381.00 per year (rounded).

Payment by James Davies for 2016 will be transferred. No additional payment due for 2016

**TOOTHMAN-ORTON ENGINEERING COMPANY**  
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

9777 LINCOLN BOULEVARD  
BOISE, IDAHO 83714-2008  
208-333-2288 • FAX 208-333-2299  
http://www.toe.com

PROJECT: 01003  
DATE: August 9, 2005  
PAGE: 1 of 1

**EXHIBIT "A"**

**DESCRIPTION OF LEASE PARCEL 2364/2365  
NAMPA MUNICIPAL AIRPORT**

A parcel of land lying in the SW 1/4 of the NE 1/4 of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the C 1/4 corner of said Section 24 as shown on Record of Survey Instrument No. 200325678, Records of Canyon County, Idaho, from which the 1/4 corner continues to Sections 19 and 24, Township 3 North, Range 2 West, Boise Meridian, bears S 89°28'08" E., 2642.02 feet; thence,

- A) N 66°52'39" E., 827.41 feet to a point marking the northwest corner of said parcel, and the POINT OF BEGINNING, said point also being located N 79°23'41" W., 1913.07 feet from said E 1/4 corner of said Section 24; thence, along the exterior boundary line of said parcel,
  - 1) S 90°00'00" E., 60.00 feet; thence,
  - 2) S 80°00'00" W., 50.00 feet; thence,
  - 3) N 90°00'00" W., 60.00 feet; thence,
  - 4) N 00°00'00" E., 50.00 feet to the POINT OF BEGINNING.

CONTAINING 3,000 square feet, more or less.

SUBJECT TO: All Covenants, Rights, Rights of Way, Easements or Records, and any other encumbrances.



PLS 1720000-0000-0000-0000-0000

BOISE - COEUR D'ALENE

**MEMORANDUM OF LEASE  
FOR RECORDING**

THE PARTIES hereto are the CITY OF NAMPA, a Municipal Corporation of the State of Idaho, hereinafter referred to as "Lessor," and Patricia K. Nardi, hereinafter referred to as "Lessee."

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

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

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

**Other Provisions.** This Memorandum is subject to all of the terms and provisions of the formal agreement of the parties dated June 6, 2016, pertaining to the lease of the premises, which formal agreement is, by this reference, incorporated herein and made a part hereof.

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016.

**LESSOR:**  
CITY OF NAMPA

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

Attest:

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

By: \_\_\_\_\_  
Airport Superintendent

**LESSEE:**

\_\_\_\_\_  
Patricia K. Nardi





## **APPROVE FIVE YEAR FIXED BASE OPERATION LEASE AGREEMENT AT NAMPA MUNICIPAL AIRPORT FOR TERMINAL BUILDING**

- On May 16, 2006, AvCenter, Inc., signed a five year lease for the terminal building at the Nampa Municipal Airport
  - The lease included three, five year renewal options
  - The AvCenter offers the following fixed base operation services: operates the terminal building, provides customer service to pilots, sells fuel, provides parking and services for transient pilots, offers pilot training, provides charter service and airplane rentals
- The AvCenter signed the first renewal option for a five year lease for the terminal building at the Airport on May 9, 2011
- In February 2016, Lessee made known they would like to exercise the second, five year renewal option
- On May 18, 2016, AvCenter signed and returned the lease agreement
- On May 19, 2016, the Nampa Airport Commission moved to recommend that City Council authorize the Mayor to sign the second, five year Nampa Municipal Airport Fixed Base Operation Lease Agreement with the AvCenter, Inc., for the terminal building and operations area (fuel island, shade hanger, aircraft wash area, and ramp area) (see Attachment A)

**REQUEST:** Authorize Mayor to sign second, five year Fixed Base Operation Lease Agreement with AvCenter, Inc., for terminal building and operations area at Nampa Municipal Airport

**NAMPA MUNICIPAL AIRPORT  
FIXED BASE OPERATION LEASE AGREEMENT**

This lease agreement (the "Agreement") is entered into this 17<sup>th</sup> day of **MAY, 2016**, by and between the City of Nampa, a municipal corporation of the State of Idaho ("Lessor"), and **AVCENTER, INC.**, an Idaho Corporation ("Lessee"). The Director of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

**Witnesseth:**

**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 fixed base operation services and certain airport operation services that are essential to the proper accommodation of general and commercial aviation at the Airport; and

**Whereas**, Lessor desires to make such services available at the Airport, and Lessee is ready, willing, and able to provide such services;

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

**Article 1 - Term of Agreement**

The term of this lease shall commence on **June 1, 2016** (the "Effective Date"), and continue for a period of five (5) years from the effective date of this lease, terminating on **May 31, 2021**.

**Article 2 – Renewal Option**

The Lessee shall have the right to renew this lease for up to one additional, consecutive five (5) 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 eighty (180) 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.

**Article 3 – Premises Leased**

During the total of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A (Terminal Area) and Exhibit B (Ramp/Shade Hangar Area), attached hereto and incorporated herein by reference as set forth in

## FIXED BASE OPERATION LEASE AGREEMENT

full, together with the right of ingress and egress for Lessee's designated personnel, and for both vehicles and aircraft.

### **Article 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 exclusively use and occupy the leased Premises for the purpose(s) listed in Article 6 Rights and Obligations of Lessee. Lessee will have exclusive rights to conduct business operations in the exclusive use areas outlined in Exhibit A (Terminal Building) and the area outlined in Exhibit B (Operations Area).

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).

### **Article 5 - Rental Payments; Rental Adjustments**

In consideration of the rights and privileges granted by this Agreement, Lessee agrees to pay to Lessor the amounts specified in Exhibit C (Payment Schedule) during the term of this

## FIXED BASE OPERATION LEASE AGREEMENT

Agreement. These amounts may be adjusted by mutual agreement, in writing, pursuant to any improvements to the Premises provided by Lessor.

During the total period of this Agreement, Lessee covenants and agrees to pay monthly rent for the Premises on the 1st day of each month unless otherwise agreed upon in writing by Lessor. Said rental fee may be adjusted periodically by the Lessor. Adjustments to the rental fee shall not be made more frequently than once each year, and each adjustment shall not be an amount greater than the average change in the Consumer Price Index for like sized communities (CPI-U) per year(s) since the previous adjustment.

Rental payments not paid within ten (10) days of the agreed date(s) shall be considered past due and therefore delinquent. All payments due Lessor from Lessee shall be delivered to the office of the Airport Superintendent, at 101 Municipal Drive, Nampa, Idaho 83687.

### Article 6 - Rights and Obligations of Lessee

#### A. Required Services

Lessee is hereby granted the non-exclusive privilege to engage in, and the Lessee agrees to engage in the business of providing the following aviation related Fixed Base Operation services at the Airport:

- a) **Operational Hours:** A minimum of Three Hundred Sixty-Five (365) days per year with the exception of closures for Thanksgiving Day, Christmas Day, and New Years Day. A minimum of Sixty-Three (63) hours per week with operations daily 8am-5pm.
- b) **Unicom Service:** Provide Unicom service during business hours to include such personnel to facilitate ground-to-air and air-to-ground information and traffic advisories. The Unicom transceiver in the terminal reception area, the roof-mounted antenna, and one portable transceiver for use by Lessee shall be furnished and maintained by Lessor at Lessor's expense with the exception of repairs necessitated by acts of Lessee. Any other transceivers used for Unicom shall be furnished and maintained by Lessee.
- c) **Ramp Service:** Provide aircraft ground guidance within the uncontrolled area on and adjacent to the premises together with the sale of into-plane delivery of aviation fuel, lubricants, and other related aviation products. Direct transient aircraft to tie-down locations, and assist with security of transient aircraft.
- d) **Accommodations:** Provide customary accommodations for the convenience of Airport users, to include lounge area, restrooms, and information services. This includes daily spot cleaning of the restrooms as necessary.

#### B. Required Duties

Lessee agrees to perform the following duties for the benefit of both Lessee and the general public regarding the Operation and Care of the Terminal Area and Airport Facility Monitoring and Operations:

## FIXED BASE OPERATION LEASE AGREEMENT

- a) Clean and clear sidewalks in the immediate vicinity of the terminal of snow and debris
- b) Provide janitorial service for the private leased areas, quasi-public areas, and non-leased areas specified in Exhibit A (except men's and women's bathrooms)
- c) Furnish and replace consumable materials required for men's and women's bathrooms
- d) Furnish and replace interior light bulbs
- e) Unlock/lock terminal park area; park is to be open during regular business hours
- f) Furnish and replace consumable materials required for operation of aircraft fueling area
- g) Notify Lessor in writing of any damages, deteriorations, or maintenance required on the premises
- h) Maintain aircraft wash area free of dirt and litter
- i) Maintain aircraft fueling island free of dirt, debris, and snow
- j) Operate the aircraft fueling area; Lessee shall make the fuel vending system available for self fueling on an after-hours basis. Lessee shall maintain records of fuel purchases and sales in a manner acceptable to Lessor and submit copies to Lessor on a monthly basis.
- k) Provide at its option, a monthly report, in writing, no later than the last week of each month to the Airport Superintendent containing general information relative to Lessee's operations for the month, as well as any issues, problems, recommendations, and possible solutions. However, all issues and problems requesting action by Lessor must be submitted in writing. If no report is provided, the Airport Superintendent will assume that all operations are satisfactory, and that no issues or problems exist.

### **C. Authorized Services and Activities**

In addition to the services and duties required to be provided by Lessee, Lessee is authorized, but not required to provide at no expense to Lessor, the following non-exclusive services and engage in, at no expense to Lessor, the following non-exclusive activities:

- a) Ramp service on the premises or other Airport locations, including into-plane delivery of auto gas, 100LL, and/or Jet A; loading and unloading of passengers; mail and freight; and providing of ramp equipment and other services for other persons or firms
- b) Special flight services, aerial sight-seeing, aerial advertising, air ambulance, air taxi, aerial photography, and any other services as specified under Part 135 or Part 91 of the Federal Aviation Regulations (FAR's)
- c) The sale of pilot accessories and training materials
- d) The sale of new and used aircraft
- e) Aircraft washing and cleaning
- f) Aircraft rental and leasing
- g) Sale of avionics, airframe and engine parts, instruments, and accessories

- h) Repair and maintenance of aircraft, including propeller and avionics repair and installations
- i) Private hangar and tiedowns
- j) Ground School and Flight Training in accordance with the applicable FAR's
- k) Other aviation related services and activities approved by the City of Nampa.

**D. Courtesy Vehicles**

Resolution #20-2011 authorized the City of Nampa to transfer ownership of a 1993 Chevy Caprice and a 1992 Ford Tempo to Avcenter, Inc., in exchange for Avcenter, Inc. continuing the practice of offering these courtesy vehicles to pilots and undertaking the maintenance, insuring, licensing, etc., of the vehicles; and that as vehicles are taken out of service, the City of Nampa will not be required to replace them.

**E. Corporation Status**

Prior to commencing any operations on the Airport, Lessee shall file with Lessor, a list of names and addresses of the ownership of Lessee, including all company officers, members of its Board of Directors, and holders of voting stock of Lessee. Lessee shall immediately notify Lessor of any changes in its ownership, including the names and addresses of its officers, members of its Board of Directors, and holders of voting stock of Lessee.

In addition, prior to commencing any operations on the Airport, Lessee shall file with Lessor a "Certificate of Good Standing" from the office of the Idaho Secretary of State.

**F. Operating Standards**

Whenever providing any of the required, authorized, and/or optional services, duties, or activities specified in this Agreement, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

- a) **Service:** Lessee shall furnish services and goods on a fair, reasonable, and nondiscriminatory basis to all users of the Airport provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar type discounts to volume purchasers. Lessee shall furnish good, prompt, and efficient service adequate to meet all reasonable demands for its services at the Airport.
- b) **Employees:** Lessee shall make available at its sole expense, a sufficient number of employees to effectively and efficiently provide the services and duties required or authorized by this Agreement. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee, and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over its employees to assure a high standard of service to the customers of Lessee. Lessee shall select and appoint an employee who shall be qualified and experienced, and vested with full power and authority to act in the name of Lessee with respect to the method,

## FIXED BASE OPERATION LEASE AGREEMENT

manner, and conduct of the services and duties to be provided under this Agreement. Said employee shall be available during regular business hours, and during his absence, a duly authorized substitute shall be in charge, and available at the Airport.

- c) **General Good Will:** Lessee shall promote good will toward all customers, clients, tenants, and users of the Airport. Lessee shall not engage in activities which would cause disharmony, or be detrimental to the overall operations of the Airport.
- d) **Expenses:** Lessee shall meet all expenses and payments in connection with use of the premises, and the rights and privileges herein granted, including taxes, permit and license fees, assessments, and utility charges (if any).
- e) **Regulations:** Lessee shall comply will all federal, state, and local laws, and rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses and permits. 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 Master Plan as they are now or may be amended in the future.
- f) **Condition:** Lessee shall keep and maintain the Premises in good condition and order, and shall surrender the same upon the expiration of this Agreement in the condition in which they are required to be kept, reasonable wear and tear and damage by the elements not caused by Lessee's negligence excepted. Lessee shall not commit any waste or damage to the premise hereby leased, nor shall Lessee permit any waste or damage to be done thereto. 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.
- g) **Storage:** Outside storage on the leased area, which in the opinion of the Airport Superintendent creates unsightly or dangerous conditions, shall not be allowed.
- h) **Vendors:** It is expressly understood and agreed that in providing required and authorized services and duties pursuant to this Agreement, Lessee shall have the right to choose, in its sole discretion, its vendors and suppliers.
- i) **Fuel Requirements:** Lessee shall offer for sale 100LL aviation fuel at the fuel facility and may operate fuel trucks or other approved fuel tanks (with Jet A fuel, if desired). Lessee shall maintain records of fuel purchases and sales in a manner acceptable to Lessor and submit copies to Lessor on a monthly basis.
- j) **Signs:** During the term of this Agreement, Lessee shall have the right, at its expense, to place a sign or signs identifying Lessee. Said signs shall be of a size, shape, and design, and at a location or locations, approved by Lessor, and in conformance with any overall directional graphics or sign program established by Lessor. Lessor's approval shall not be withheld unreasonably. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of this Agreement.

- k) **Non-Exclusive Right:** It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any or all of the services and duties in this Agreement at any time during the term of this Agreement. Lessor reserves the right, at its sole discretion, to grant certain other rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee.
- l) **Residential Use:** Lessee shall not permit any person to use any part of the premises for residential use.
- m) **Smoking:** All indoor areas of the Terminal are designated as non-smoking areas.
- n) **Alcohol:** No open containers of alcohol are allowed on the premises.

## **Article 7 – Appurtenant Privileges**

### **A. Use of Airport Facilities**

Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aides, terminal facilities, and aircraft parking areas designated by Lessor.

### **B. Maintenance and Operation of Airport Facilities**

Lessor shall be responsible for the maintenance of all public and common or joint areas of the Airport, including the Air Operations Area, unless otherwise stated elsewhere in this Agreement. Lessor may make such repairs, replacements, or additions thereto as, in its opinion, are required and necessary for the safe and efficient operation of the Airport.

The services, duties, maintenance, and repairs directly related to the overall operation and maintenance of the Airport as a facility shall be the responsibility of the Lessor, and will be administered by the Airport Superintendent. These services, duties, maintenance, and repairs may include, but are not limited to:

- a) Weed control
- b) Landscaping and lawn care
- c) Snow removal for parking lot, ramp area, and certain other leased and non-leased areas
- d) Structural repairs
- e) Heating/air conditioning maintenance and repairs
- f) Airport security
- g) Tiedown, shade hangar, and enclosed hangar management, assignment, billings, and collections
- h) Tiedown chain manufacture, maintenance, and repair
- i) Runway and taxiway lighting system and reflector maintenance and repair
- j) Ramp asphalt cleaning, maintenance, and repair
- k) Outside lighting

### **C. Aerial Approaches**

Lessor reserves the right to take action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor would limit the usefulness of the Airport, or constitute a hazard to aircraft.

**D. Quasi-Public Area of Terminal**

- a) **Vending Room Area:** Lessee may use the vending area for the benefit of the general public in any manner approved by Lessor.
- b) **Lobby Area:** Lessee may use up to twenty percent (20%) of the lobby floor space for private display purposes. This area subject to terms of Lessor lease with Café.
- c) **Restrooms:** Lessee may use the restrooms for the benefit of the general public and their customers.
- d) **Aircraft Wash Area:** Lessee may set the operation and customer charge policy for the Aircraft Wash Area in accordance with a schedule of fees approved by Lessor. One hundred percent (100%) of the fees so collected may be retained by the Lessee.
- e) **Transient Parking Fees:** Lessee may, at their discretion; collect transient aircraft parking fees, in accordance with a schedule of parking fees approved by Lessor, for all aircraft parked in designated public parking areas adjacent to the premises, or on other such areas as may be designated by Lessor from time to time. One hundred percent (100%) of the fees so collected may be retained by the Lessee.

**Article 8 - Default and Termination**

Time and the strict and faithful performance of each and every one of the conditions of this Agreement is expressly made the essence of this Agreement.

- A. **Non-Payment of Rent:** If Lessee shall fail to pay rent, Lessor shall pursue all remedies available to Lessor under the *Idaho Unlawful Detainer Statutes* of Idaho Code §6-301 et. seq.
- B. **Other Than Non-Payment of Rent:** For any reason other than non-payment of rent, if default be made by the Lessee in keeping, performing or observing any of the covenants of this Agreement or failing to perform any other obligation imposed by this Agreement, such shall constitute a default hereunder, and if Lessee shall fail to cure that default within thirty (30) days after Lessor has served notice upon Lessee of said default indicating the manner in which Lessee is in default, Lessor, immediately, and without further notice or demand upon Lessee, shall have any or all of the following rights and options:
  - 1) to specifically enforce this Agreement by suit in equity;
  - 2) to declare this Agreement null and void, forfeited and terminated, as of the date of the breach, and to retain, as liquidated damages and reasonable rental, all payments

## FIXED BASE OPERATION LEASE AGREEMENT

- theretofore made and all improvements placed upon the premises, and to enter and repossess the premises;
- 3) to mitigate Lessor's damages occasioned by Lessee's default by retaking possession of leased premises and reletting same, or any portion thereof, to other lessees, and, upon that occurrence, Lessee shall receive a credit against the rental due by Lessee under this Agreement in the amount of rental received by Lessor from reletting the leased premises, or any portion thereof, to other lessees. Lessee shall, however, remain obligated to Lessor, pursuant to the terms of this Agreement, for the difference between the rental received by Lessor from reletting the leased premises, or any portion thereof, to other lessees and the amount of rent due actually due to pursuant to the terms of this Agreement by Lessee.
- C. If Lessee shall fail to surrender possession of the demised leased premises to Lessor, upon demand by Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said leased premises. If Lessee shall abandon or vacate said leased premises, or if this Agreement be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said leased premises from Lessee, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the leased premises in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in releasing the leased premises. In the event of notification of default by Lessor to Lessee and Lessee does in fact cure such default, then and in that event Lessee shall pay, in addition to all arrearages as existing under the notice of default, the reasonable attorney's fees incurred by Lessor in determination of the default and the notification to the defaulting Lessee.
- D. The foregoing rights and remedies are not intended to be exclusive, and all parties shall have any and all other remedies permitted in law or equity. The rights and remedies of the parties are not intended to be mutually exclusive except to such extent that they are inherently and necessarily contradictory, and it is intended that all permissible remedies and rights may be exercised concurrently or successively, or both.
- E. In the event said default results in potential liabilities to the Lessor or in waste and/or damage to leased premises, the Lessor may expend such funds as are reasonably necessary, during the 30-day default period, to insure the performance of the defaulting event or waste and/or damage in order to protect itself against liability or to protect its property value, and shall charge the same against the Lessee. The Lessee shall pay to the Lessor, in addition to any other sums that it is required to pay under the terms of this Agreement, said sums expended by the Lessor, together with interest at the rate of 12% per annum on said funds so expended.

### Article 9 – Leasehold Improvements

There are no provisions for Leasehold improvements included in this Agreement.

**Article 10 - Assignments or Subleasing**

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

Lessor may, at its option, terminate this agreement upon the assignment, transfer, or sublease, without the Lessor's prior written consent, of all or any part of this Agreement. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.

Lessor may, at its option, terminate this agreement upon any change of the premises use (see Article 4) without the Lessor's prior written consent.

Lessor may, at its option, terminate this Agreement in the event Avcenter, Inc. shall cease to be responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

**Article 11 - 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.

**Article 12 – Compliance with Law**

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.

**Article 13 – Utilities; Taxes and Assessments**

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 shall pay for any initial hookup fees and shall pay any assessment fees levied for such irrigation water.

During the total period of this Agreement, Lessor shall pay all real estate taxes and assessments of any kind levied against the land identified as the premises during the term of this Agreement 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.

**Article 14 - 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.

**Article 15 – 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.

**Article 16 - 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.

#### **Article 17 - 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 does not cover intentional acts by Lessor or its employees.

#### **Article 18 - Liability Insurance**

Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, the following insurance:

- A. **Comprehensive general liability insurance** protecting Lessor against any and all liability by reason of Lessee's conduct incident to the use of the Premises, or resulting from any accident occurring on or about the roads, driveways, or other public places, including runways and taxiways, used by Lessee at the Airport, caused by or arising out of any negligent act or omission of Lessee, in the minimum amount of \$1,000,000.00.
- B. **Aircraft liability insurance** for aircraft owned and/or leased by Lessee in the minimum amount of \$1,000,000.00 (CSL), and \$100,000.00 per passenger.
- C. **Non-owned aircraft liability insurance** in the minimum amount of \$1,000,000.00 (CSL), and \$100,000.00 per passenger.
- D. **Hangarkeeper's liability insurance** in the minimum amount of \$50,000 for each aircraft, and \$100,000.00 for each occurrence.
- E. **Product liability and completed operations insurance** in the minimum amount of \$500,000.00.

**Proof of Insurance:** Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Agreement or any extension thereof. The liability insurance amount shall be increased in the event the Idaho legislature increases the liability limits of governmental liability to any such increased amounts. Said insurance shall be with an insurance carrier, or carriers, satisfactory to Lessor, and shall not be subject to cancellation except after at least ten (10) days prior written notice to Lessor. If Lessee fails to comply with this requirement, Lessor may obtain such insurance and keep the

same in force and effect, and Lessee shall pay Lessor upon request the premium cost thereof for the term of this Agreement then un-expired.

**Article 19 - Attorney's Fees**

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.

**Article 20 - 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**  
Avcenter, Inc.  
c/o John Blakley  
1483 Flightline, Box 12  
Pocatello, ID 83204

**Article 21 - 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 21 Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

**Article 22 - 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.

Provided further, however, either party may reopen negotiations in Exhibit 'C' Fuel Island Rental and Fuel Flowage Fees, only in the event the annual gallons pumped falls below 58,000 gallons or rises above 100,000 gallons.

#### **Article 23 - 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.

#### **Article 24 - Special Provisions**

The use and occupancy of the shade hangars shall be subject to the following special provisions: A list of rental tenants will be provided to the Airport Superintendent's office and kept current at all times. The list will include names, addresses, phone numbers, aircraft make/model, and aircraft registration numbers.

#### **Article 25 - 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.

#### **Article 26 – Condemnation**

If the entire premises, or a substantial part thereof, are condemned or taken by purchase in lieu thereof, then this Agreement shall terminate as of the time possession is taken. Any condemnation award shall be divided between the parties hereto in accordance with and in proportion to their respective Lessor and Lessee interests.

#### **Article 27 – Termination**

FIXED BASE OPERATION LEASE AGREEMENT

If at any time during this Agreement Lessee discontinues services addressed in their proposal dated March 10, 2006, as reviewed by the FBO Selection Committee, without the approval of the Airport Commission, then Lessor has the option to seek new proposals by giving Lessee ninety (90) days written notice of intent and this Agreement would terminate.

**Article 28 – 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.

**Article 29 – 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

FIXED BASE OPERATION LEASE AGREEMENT

**Lessee:**

**AVCENTER, INC.**\_\_\_\_\_

**By:** \_\_\_\_\_  
**John Blakley, Co-Owner**

**Personal Guarantee**

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

**By:** \_\_\_\_\_  
**John Blakley**

\_\_\_\_\_  
Date

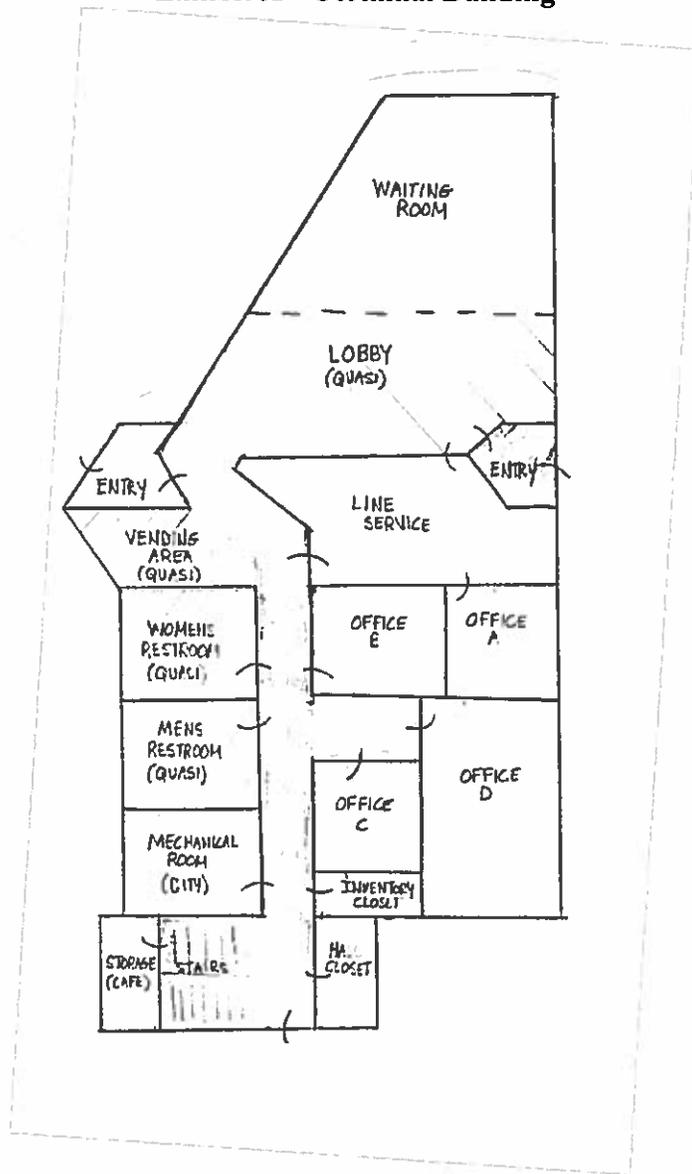
**By:** \_\_\_\_\_  
**Melvin Wagoner**

\_\_\_\_\_  
Date

**By:** \_\_\_\_\_  
**Shane Palagi**

\_\_\_\_\_  
Date

**Exhibit A – Terminal Building**



Acknowledgement:

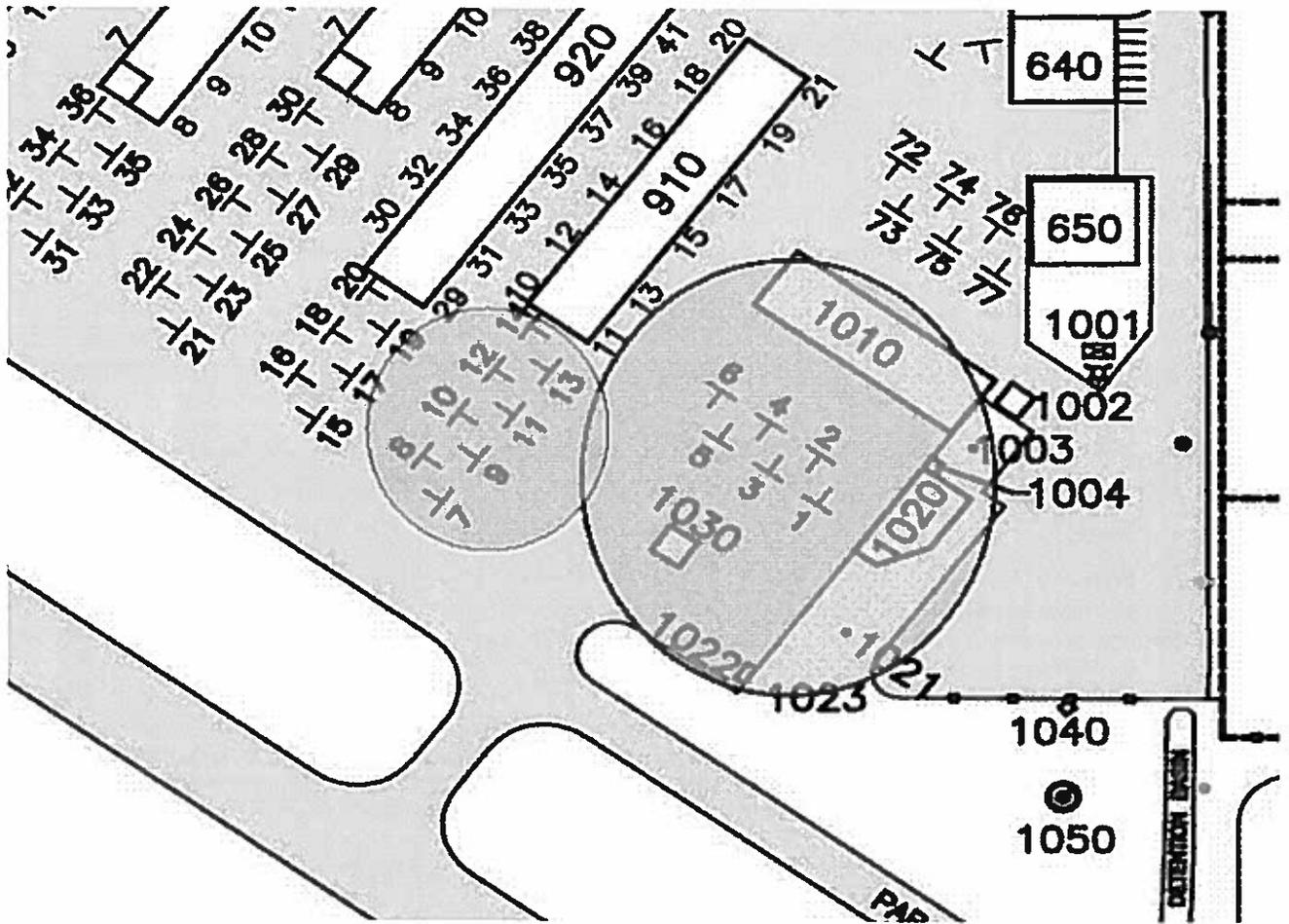
LESSE – Avcenter, Inc – John Blakley

Date

LESSOR – Nampa Airport Superintendent

Date

**Exhibit B – Operations Area**  
(Fuel Island, Shade Hangar, Aircraft Wash Area, Ramp Area)



- #1010 – Shade Hangars
- #1020 – Terminal Building (see Exhibit A)
- #1022 - Aircraft Wash Area
- #1030 – Aircraft Fuel Island
- #1 thru #6 – Tiedowns
- #7 thru #13 Visitor Tiedowns

FIXED BASE OPERATION LEASE AGREEMENT

**Exhibit C - Payment Schedule**

		2016-17	2017-18	2018-19	2019-20	2020-21
<b>TERMINAL RENTAL*</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Private Areas include:	sq. ft. \$	8.00				
Line Service Area	262	174.67	-	-	-	-
Office A	93	62.00	-	-	-	-
Office B	110	73.33	-	-	-	-
Office C	95	63.33	-	-	-	-
Office D	184	122.67	-	-	-	-
Inventory Closet	39	26.00	-	-	-	-
Hall Closet	40	26.67	-	-	-	-
Open Areas include:	sq. ft. \$	4.00				
Waiting Room	360	120.00	-	-	-	-
Quasi-Public Areas include: Customer Lobby (512), Restrooms (232), and Vending Area (86)						
<b>MONTHLY RENTAL RATES</b>		<b>\$ 668.67</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Adjustments to the rental fee shall be annually in an amount no greater than the average change in the Consumer Price Index for like sized communities (CPI-U) since the previous adjustment.

<b>SHADE HANGAR / TIEDOWN RENTAL</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Shade Hangar #1010	50% disc \$	87.00				
Units Available	7	304.50	-	-	-	-
Visitor Tiedown Ramp	90% disc \$	20.00				
Units Available	13	26.00	-	-	-	-
<b>MONTHLY RENTAL RATES</b>		<b>\$ 330.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

The Airport Commission will adjust rental rates annually for all airport tenants and said rates will apply with the discount shown above off the monthly rates.

<b>TOTAL MONTHLY FEES***</b>	<b>\$ 1,000.00</b>	<b>\$ -</b>				
------------------------------	--------------------	-------------	-------------	-------------	-------------	-------------

\*\*\* Totals are rounded up to the next dollar.

<b>FUEL ISLAND RENTAL</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Fuel Island (100LL)	pumped fuel	6 cents/gal				
Fuel Island (91 Octane)	pumped fuel	6 cents/gal				
<b>FUEL FLOWAGE FEES**</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Flowage Fee	purchased fuel	3 cents/gal				

\*\*Flowage fees apply to all gallons purchased and the fee/gallon rate may change if Airport Commission adjusts these rates during the annual rates review process.

**Exhibit D – Equipment, Fixtures, and Inventory**

Equipment, Fixtures, and Inventory: That certain equipment, fixtures and inventory set forth on an “Equipment, Fixtures, and Inventory” List which Lessor shall provide. All equipment, fixtures and inventory not identified on this “Equipment, Fixtures, and Inventory” List shall be recognized as property of the Lessee (located within leased premises).

Equipment Located in Downstairs Common Area: Cabinet and its contents, intercom system, and three (3) square tables are the property of Lessor. All other equipment, fixtures, and inventory in this area are property of the Lessor.

FIXED BASE OPERATION LEASE AGREEMENT

**Exhibit E – Proposal to Assume Fixed Base Operations**  
Copy of Avcenter, Inc. proposal dated March 10, 2006 attached.

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

**RESOLUTION AUTHORIZING THE APPROVAL OF AMENDMENTS AND REVISIONS MADE TO THE CITY OF NAMPA RECORDS POLICY.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Nampa, Idaho, that the Nampa City Council has approved the amendments and revisions made to the City of Nampa Records Policy as outlined on pages 14 – 16, made a part hereof as set forth in full.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 6TH DAY OF JUNE, 2016.

APPROVED BY THE MAYOR AND THE CITY OF NAMPA, IDAHO, THIS 6TH DAY OF JUNE, 2016.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

# ***City of Nampa Records Policy***

***Adopted September, 2015***

***Resolution No. \_\_\_\_\_***

Records Policy (incorporating the Retention Policy & Public Records Request Policy): Adopted by City Council on September 21, 2015 (Resolution No. \_\_\_\_\_, pg. 4).

Records Policy revised to include changes to Idaho Code Title 50, Chapter 9: Adopted by City Council on June \_\_, 2016 (Resolution No. \_\_\_\_\_, pg. 4).

# **TABLE OF CONTENTS**

<b><u>Topic</u></b>	<b><u>Page</u></b>
Resolution Adopting City of Nampa Records Policy	4
<b>Disclosure of City Records</b>	
I Policy Statement	5
II Definition of City Records	5
III Writing Defined	5
IV City Records Declared Public Property	5
V Records Custodian Defined	6
VI City Records Exempt From Disclosure	6
VII Records Containing both Exempt and Non-Exempt Material	6
VIII Policy for Requesting Public Record	6
IX Inspection, Copies of City Records, and Fees	7
X Access to Records about a Person by the Person (I.C. 74-113)	9
XI Granting the Request	10
XII Denying the Request in Part	11
XIII Denial of the Request	11
XIV Court Proceedings, Attorney Fees & Costs	12
XV Additional Penalty and Immunity	12
<b>City Records Retention Policy</b>	
XVI Retention Policy Statement	13
XVII Management/Destruction of City Records	13
XVIII Classification and Retention of City Records	14
XIX Destruction of Semi-permanent Records and Temporary Records	15
XX Retention of City Records Using Photographic and Digital Media	15

**Retention Schedule by Department** **Page**

Accounting, Budget, Finance & Payroll Records	23
Administrative Records	17
Airport Records	32
Building, Planning & Zoning Records	36
Cemetery Records	41
Election Records	42
Emergency Communications Records	43
Fire & Emergency Medical Services Records	45
Information Technology Records	48
Insurance, Risk Management & Safety Records	49
Legal Records	51
Library Records	52
Parks & Recreation Records	54
Personnel Records	56
Police & Law Enforcement Records	61
Public Works & Engineering Records	
Engineering	71
General	71
Streets, Streetlights & Bridges Records	74
Wastewater & Stormwater Records	76
Water Records	80

**Records Retention – Organized by Document**

Records classified by department	85
----------------------------------	----

**Appendices**

- “A”** Letter Requiring the Advance Payment of Fees and Extension of Time
- “B”** Model Resolution Authorizing the Destruction of Certain Records
- “C”** Model Resolution for Transferring Records to the State Archives

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

**RESOLUTION AUTHORIZING THE APPROVAL OF AMENDMENTS AND REVISIONS MADE TO THE CITY OF NAMPA RECORDS POLICY.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Nampa, Idaho, that the Nampa City Council has approved the amendments and revisions made to the City of Nampa Records Policy as outlined on pages 14 – 16, made a part hereof as set forth in full.

**PASSED BY THE COUNCIL** of the City of Nampa, Idaho this \_\_\_ day of June, 2016.

**APPROVED BY THE MAYOR** of the City of Nampa, Idaho this \_\_\_ day of June, 2016.

Approved:

\_\_\_\_\_  
ROBERT HENRY, Mayor

Attest:

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

# **DISCLOSURE OF CITY RECORDS**

## **I**

### **Policy Statement**

All records maintained by the City of Nampa are open to the public for inspection and copying at all reasonable times, unless the information is exempt from disclosure by law.

## **II**

### **Definition of City Records**

A City record includes but is not limited to any writing containing information relating to the conduct or administration of the City's business prepared, owned, used or retained by the City, regardless of physical form or characteristics. I.C. §74-101(13).

## **III**

### **Writing Defined**

A writing includes but is not limited to, handwriting, typewriting, printing, photostating, photographing and every means of recording, including letters, emails, words, pictures, sounds or symbols, or a combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punch cards, discs, drums or other documents. I.C. §74-101(16).

## **IV**

### **City Records Declared Public Property**

All City records as defined hereinabove are hereby declared to be the property of the City of Nampa. No City official or employee has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or private use of such records is prohibited. I.C. §50-908.

## V

### **Records Custodian Defined**

Custodian means the Department Head who has personal custody and control of the City records in question. The City Clerk shall be responsible for the management and control all City records. All City Department Heads are responsible for the implementation and operation of effective file operations, records transfers and dispositions, and other activities in accordance with the provisions of this policy within their areas of responsibility. **At the option of the Department Head, he/she may designate Record Coordinators within their department(s) and provide the City Clerk with the names of such designees.**

## VI

### **City Records Exempt from Disclosure**

The City of Nampa hereby adopts I.C. §74-124, I.C. §§ 74-104 through 74-111 as a list of City records that are exempt from disclosure. Of particular note regarding the dissemination of personnel information, the employment history, classification, pay grade and step, longevity, gross salary and salary history, status, workplace and employing agency of any current or former employee are required to be disclosed to any person who requests the information. However, all other information relating to an employee or applicant, such as home address and phone numbers shall not be disclosed to the public without the written consent of the employee, applicant, or authorized representative.

## VII

### **Records Containing both Exempt and Non-exempt Material**

The Custodian is responsible for separating the exempt from the non-exempt information and supplying the records that are not exempt. The custodian shall not deny access to City records based upon the fact that the City records contain both exempt and non-exempt records. I.C. § 74-112.

If a designated custodian determines that a City record contains both exempt and non-exempt records, the request shall be forwarded to the City Clerk, who, upon advice of counsel, shall segregate the exempt from the non-exempt records, and the non-exempt records shall then be disclosed to the person making the request. I.C. § 74-112.

## VIII

### **Policy for Requesting Public Records**

A request for public records must contain the requester's name, mailing address, e-mail address, and telephone number. Requests and delivery may also be made by electronic mail. *(Note: The public records request form is available on the City of Nampa's website.)*

The custodian shall make no inquiry of any person who applies for a public record, except to verify the identity of a person requesting a record in accordance with section 74-113, Idaho Code, to ensure that the requested record or information will not be used for purposes of a mailing or telephone list prohibited by section 74-120, Idaho Code, or as otherwise provided by law, and except as required for purposes of protecting personal information from disclosure under chapter 2, title 49, Idaho Code, and federal law. I.C. § 74-102(5)

It is the policy of the City of Nampa to provide access to and copies of non-exempt records upon written request. Examination of records should be done during normal working hours, unless the custodian authorizes otherwise. A certified copy, if feasible to produce or required by law, must be provided by the City Clerk or other custodian upon written request as provided in Section IX hereinafter.

It is permissible to explain what records are available and to help identify records that are desired. It is also permissible to allow the person to examine non-exempt files in order to select the specific records needed. The Records Custodian(s) must maintain vigilance to see that records are not altered or destroyed. The custodian is prohibited from asking to examine any copy, photograph or notes in the possession of the person seeking the City records, unless such person offers the examination.

The Records Custodian shall extend to the requesting person, all reasonable comfort and facility for the full exercise of the person's right to inspect City records.

A Request for Records must be granted or denied within three (3) working days of the date of the receipt of the Request for Examination of copying. If it is determined that a longer period of time is needed to locate or retrieve the public records, the City shall notify in writing the person requesting to examine the public records and shall provide the public records to the person no later than ten (10) working days following the person's request. If the Records Custodian fails to respond, the request shall be deemed to be denied within ten (10) working days following the receipt of the request. A suggested form to be used by the Custodian to advise the requesting person of the need for a longer period of time and the payment of estimated fees is contained in [Appendix A].

## IX

### Inspection, Copies of City Records, and Fees

A custodian shall, upon the request and demand of a person, permit such requesting person to inspect such City records under the supervision and such reasonable rules and regulations as may be prescribed by the Custodian having custody of such City records. Department Heads, or their designees, shall be the custodians of all City records within their respective departments. At no time shall such Custodian authorize a person to remove such requested City record from the immediate presence of the Custodian or his/her designee. Requests for copying or inspection of City records shall be processed in a manner consistent with the provisions of Idaho Code §74-102. The City of Nampa has established the following procedure in determining the fulfillment of such public record requests:

- 1) Except for fees that are authorized or prescribed under other provisions of Idaho law, **NO FEE** may be charged for the first one hundred (100) pages or the first two (2) hours of labor in responding to any public records request.

- 2) City staff may provide the requester information to assist the requester to narrow the scope of the request or make the request more specific when the response to the request is likely to be voluminous or require payment.

The following provisions (as indicated in 2011 amendments made to I.C. Sections §74-101 and §74-102) will only be undertaken under advisement of the City Clerk and City Attorney:

1. Fee waivers should only be granted for requests that are likely to contribute significantly to the public's understanding of the operations and activities of the government, are not primarily in the individual interest of the requester including, but not limited to, the requester's interest in litigation, and will not occur if fees are charged because the requester has insufficient financial resources to pay such fees..
2. Fees shall not exceed reasonable labor costs necessarily incurred in responding to a request.
3. Itemized fee statements must be provided to the requester from the City when applicable.
  - a. The request is for more than 100 pages of paper records; or
  - b. The request includes records from which non-public (exempt) information must be deleted; or
  - c. The actual labor associated with locating and copying documents for a request exceeds two person hours. I.C. §74-102 (8) (a).
4. The City may require advance fee payment, and should notify the requester that he or she may be required to pay additional fees or may receive a refund. Sales tax shall be assessed and collected on all copying fees, and the City will provide receipts to all customers.
5. Requesters may not file multiple public records requests in order to avoid paying fees.

**Other Fees Associated with Public Records:**

1. The City of Nampa will charge a standard fee for other types of City records according to the following:
 

a. Copies: More than 100 pages (fee per page)	\$.10
b. Copies: Over 2 hours of if redactions are required	Lowest department hourly rate
c. DVD/CD Copy	\$.50
d. DVD/CD Audio Redaction	Lowest department hourly rate.
2. If the requestor desires a map or large plat copy, computer tape, computer disc, or similar or analogous record system containing public record information, the City of Nampa shall charge the City's costs of copying the information in that form and the standard cost, if any, for selling the same information in the form of a publication.

**Estimated Costs to be Paid in Advance:** For purposes of this subsection, the Records Custodian shall, whenever possible, provide the requestor with an estimate of the actual costs which will be incurred to locate, segregate and duplicate the City records when the request is for more than 100 pages of paper records, the request includes records from which non-

public (exempt) information must be deleted; or the actual labor associated with locating and copying documents for a request exceeds two person hours. [See Appendix "A"]

The Records Custodian shall provide the requesting person with an estimate of the actual costs in writing, and require payment from the requesting person prior to undertaking the obligation to locate, segregate and duplicate such City records. The actual cost estimates shall include the actual labor costs, including benefits, of the lowest paid hourly rate person or persons who will be locating, segregating, and copying such City records within the department. Upon delivery of the requested copy(s) of the requested City records, the Records Custodian shall provide the requesting person with a full accounting of the actual costs incurred by the City, in locating, segregating, and duplicating such City records. The requesting person shall pay the additional actual costs incurred by the City, if any, in excess of the estimated amount paid, or the City shall provide the requesting person a refund if the actual costs in locating, segregating and duplicating the City records do not exceed the estimated costs paid by the requesting person.

1. If copying resources or equipment are not available, the Custodian may elect to have an outside source copy the City records requested and assess the charges of the outside source in addition to the labor costs.
2. As noted above, the City will not charge fees when the requestor demonstrates that the requester's examination and/or copying of the public records:
  - a. Is likely to contribute significantly to the public;
  - b. Is not primarily in the individual interest of the requester including, but not limited to, the requester's interest in litigation in which the requester is or may become a party; and
  - c. Will not occur if fees are charged because the requester has insufficient financial resources to pay such fees.
3. Sales tax shall be assessed and collected on all copying fees, and the City will provide receipts to all customers.
4. Nothing contained herein shall prevent the City from disclosing statistical information that is descriptive of an identifiable person or persons, unless such disclosure is otherwise prohibited (exempt) from disclosure.
5. The foregoing Fee Schedule may be amended annually in order to reflect the increases in costs to the City.

## X

### **Access to Records about a Person, by the Person (I.C. §74-113)**

1. A person may inspect and copy the records of the City of Nampa pertaining to that person, even if the record is otherwise exempt from public disclosure. Unless the person requesting City records is known personally by the Records Custodian, the Records Custodian shall require the requesting person to provide legal proof of his/her identity.
2. A person may request an amendment of any record pertaining to that person. Such

request shall be made in writing. Within ten (10) days of the receipt of the request, a Records Custodian shall either:

- a. Make any correction of any portion of the record which the person establishes is not accurate, relevant, or complete; or
  - b. Inform the person in writing of the refusal to amend in accordance with the request, and the reasons for the refusal. Such notice shall provide the person's right to appeal the refusal and the time period for doing so. I.C. §74-115-I.C. §74-116.
3. The right to inspect and amend records pertaining to oneself does not include the right to review:
- a. Otherwise exempt investigatory records of the City if the investigation is ongoing;
  - b. Information that is compiled in reasonable anticipation of a civil action or proceeding which is not otherwise discoverable;
  - c. Material used to screen and test for employment. I.C. §74-106(1).
  - d. The information relates to adoption records; or
  - e. Information which is otherwise exempt from disclosure by statute, Court Order or the Idaho Rules of Civil Procedure. I.C. §74-113(3).

## XI

### Granting the Request

The Records Custodian has the responsibility to read the records requested and determine whether the record or information contained therein is exempt from disclosure. If the public record is not otherwise exempt, then the Records Custodian shall proceed to permit the examination or copying of the record.

It is unlawful for City officials, including employees, to allow or permit the removal of the original City's records from their immediate presence. The Records Custodian shall maintain such vigilance as is required to prevent the alteration, destruction, or taking of the City record while being examined. *This may require a City employee to be in the same room while the records are being examined or copied.* Circumstances shall dictate what is reasonable.

Examination of Public Records must be conducted during regular office or working hours, (8:00 a.m. - 5:00 p.m., Monday through Friday), unless the Custodian shall authorize the examination of records in other than regular office or working hours.

**Paper Trail:** A Request Form should be completed to track the number of requests and time expended in processing the request. The Custodian may not need to have the requesting party fill out the mailing information if the document is to be released immediately; however, the Custodian should still use the form to serve as a record that the request was made. *The completed Public Request Form shall then be provided to the City Clerk, along with a copy of the documents actually delivered.* If the Records Custodian has any question about whether certain records should be disclosed, the Custodian shall consult with the City Clerk.

## XII

### Denying the Request in Part

It is important to remember that the Records Custodian only has three (3) working days to process the Request for Public Records.

The Records Custodian must read carefully or listen closely to the entire Request for Public Records. If only a part of the record is exempt from disclosure, then those portions of the record must be redacted (blacked out or deleted) and notice shall be provided to the requesting person that the redacted portions of the record are exempt from disclosure. Where parts of a record may be deleted from the copy given to the person requesting to examine or copy the record, the Custodian is required to make the deletions and give notice as to the basis for the denial/partial denial. In other words, if a public record contains material both exempt and non-exempt from disclosure, the Custodian must, upon receipt of Request for Public Records, separate the exempt from the non-exempt material and make the non-exempt material available for examination. A denial of a request shall not be based upon the fact that exempt material is contained in the same City records as the non-exempt material.

A Partial Denial Letter needs to be completed when portions of the public record (including entire pages of a report) are deleted because they are exempt from disclosure by law.

The Notice of Partial Denial must indicate the statutory authority for the denial, and that the request and response has been reviewed by the City Clerk and the City Attorney (or his/her designee), and clearly indicate the person's right to appeal and the time periods for doing so. I.C. §74-103 (4); I.C. §74-115; I.C. §74-116.

**All denials and partial denials require legal review/consultation.** A copy of the response, including a copy of the redacted record or the records that were not disclosed shall be filed with the City Clerk.

## XIII

### Denial of the Request

If the requested City record is exempt from disclosure, the Custodian shall deny the request to examine or copy said record. Please review I.C. §74-124 and I.C. §74-106(1)(a)-(h). If only portions of the records are exempt, then deletions are appropriate. Please review the preceding section XII: "Denying the Request in Part".

The City records frequently requested by members of the public involve personnel records. The City records are to be released if what is requested is a personnel record of a current or former employee regarding that employee's public service or employment history, classification, pay grade and step, longevity, gross salary and salary history, status, workplace and employing agency. I.C. §74-106(1). However, the Records Custodian shall not release any other personnel information relating to an employee, including but not limited to information regarding sex, race, marital status, birth date, home address and home telephone number, applications, testing and scoring materials, grievances, correspondence, and performance evaluations.

The exemptions from disclosure do not preclude the City's ability to give out statistical information that is not descriptive of an identifiable person or persons.

**All denials and partial denials require legal review/consultation.** A copy of the response, including a copy of the redacted record or the records that were not disclosed shall be filed with the City Clerk.

## XIV

### **Court Proceedings; Attorney Fees and Costs**

In the event the Records Custodian denies a request, regardless of whether the request was denied in whole or in part, the requesting person has the right to institute proceedings in District Court to contest the basis for the denial. I.C. §74-115.

In any such action, the Court shall award reasonable costs and attorney fees to the prevailing party if it finds that the request was frivolously pursued, or that the refusal to provide records was frivolously denied.

## XV

### **Additional Penalty and Immunity**

Idaho Code § 74-117 provides for a civil penalty of up to \$1,000, to be assessed against a public employee or official who the Court finds has deliberately and in bad faith improperly refused a legitimate request to inspect or copy a public record. I.C. §74-118 provides immunity for any public official or custodian from liability for any loss or damage based upon the refusal to release, or the release of a City record, if the individual acted in good faith in attempting to comply with the law. Good faith compliance is best demonstrated by consulting with the City Attorney or his/her designee.

# **CITY RECORDS RETENTION POLICY**

## **XVI**

### **Policy Statement**

It is the policy of the City of Nampa to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all city records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition. Periodically the City Clerk shall review or examine filing systems in each department, make transfers of records, arrange for the disposition of outdated records and otherwise assist city department heads, officials and employees in complying with this City Records Retention Policy. The City of Nampa hereby adopts I.C. § 50-907 through I.C. § 50-909 as its Records Retention Policy.

## **XVII**

### **Management/Destruction of City Records**

#### **1. Duties of City Clerk.**

The City Clerk shall serve as the Records Manager for the City of Nampa. The City Clerk shall supervise the administration of city records, and:

- a) Ensure the orderly and efficient management of city records in compliance with State, Federal and City statutes, regulations, ordinances, resolutions and policies;
- b) Identify records of enduring value for historical or other research;
- c) Oversee the retention and destruction of city records; and
- d) Coordinate the transfer of permanent records to the Idaho State Historical Society's permanent records repository, with the assistance of the state archivist.

#### **2. Duties of all other City Personnel, including Elected and Appointed Officials**

All city officials, elected, appointed and staff shall:

- a) Protect the records in their custody;
- b) Cooperate with the City Clerk in the orderly and efficient management of City records, including the identification and management of inactive records and identification and preservation of records of enduring value;
- c) Identify and recommend to the City Clerk the City Records proposed to be destroyed.
- d) Maintain and preserve City records in an orderly and organized fashion so that their successor is able to continue to conduct the business of the City.

## XVIII

### Classification and Retention of City Records

**1. “Permanent records” shall consist of:**

- a) Adopted meeting minutes of the city council and city boards and commissions;
- b) Ordinances and resolutions;
- c) Building plans and specifications for commercial projects and government buildings;
- d) Fiscal year-end financial reports;
- e) Records affecting the title to real property or liens thereon;
- f) Cemetery records of lot ownership, headstone inscriptions, interment, exhumation and removal records, and cemetery maps, plot plans and surveys;
- g) Poll books, excluding optional duplicate poll books used to record that the elector has voted, tally books, sample ballots, campaign finance reports, declarations of candidacy, declarations of intent, and notices of election; and
- h) Other documents or records as may be deemed of a permanent nature by the City Council.

Permanent records shall be retained by the City in perpetuity, or may be transferred to the Idaho State Historical Society’s permanent records repository upon resolution of the City Council. [Appendix C]

2. “Historical records” shall consist of records which, due to age or cultural significance, are themselves artifacts of historical value. Historical records have enduring value based on the administrative, legal, fiscal, evidential or historical information they contain. Historical records shall be retained by the city in perpetuity or may be transferred to the Idaho state historical society’s permanent records repository pursuant to subsections 8 and 9 of section 67-4126, Idaho Code, upon resolution of the city council.

**3. “Semipermanent records” shall consist of:**

- a) Claims, cancelled checks, warrants, duplicate warrants, purchase orders, vouchers, duplicate receipts, utility and other financial records;
- b) Contracts;
- c) Building applications for commercial projects and government buildings;
- d) License applications;
- e) Departmental reports;
- f) Bonds and coupons; and
- g) Other documents or records as may be deemed of a semipermanent nature by the City Council.

“Semipermanent records” shall be kept for not less than five (5) years after the date of issuance or completion of the matter contained within the record.

**4. “Temporary records” shall consist of:**

- a) Building applications, plans, and specifications for noncommercial and non-governmental projects after the structure or project receives final inspection and approval;
- b) Cash receipts subject to audit;
- c) Election ballots and duplicate poll books; and

d) Other documents or records as may be deemed of a temporary nature by the City Council.

“Temporary records” shall be retained for not less than two (2) years, but in no event shall financial records be destroyed until the completion of the city’s financial audit as provided in section 67-450B, Idaho Code.

## **XIX**

### **Destruction of Records**

Permanent records shall not be destroyed, except for paper originals of permanent records retained in nonpaper medium as provided in subsection (6)(e) of section 50-907, Idaho Code. Permanent records may be transferred to the Idaho state historical society’s permanent records repository upon resolution of the city council.

Historical records may not be destroyed but may be transferred to the Idaho state historical society’s permanent records repository upon resolution of the city council.

Semipermanent and temporary records may only be destroyed by resolution of the City Council, and upon the advice of the City Attorney or his/her designee., except for paper originals of semipermanent and temporary records retained in a nonpaper medium as provided in subsection (6)(d) of section 50-907, Idaho Code. Such disposition shall be under the direction and supervision of the City Clerk. The resolution ordering destruction shall list the records to be destroyed, in detail. **[Appendix B]**

## **XX**

### **Retention of City Records Using Photographic and Digital Media**

1. A Records Custodian may reproduce and retain documents in a photograph, digital or other non-paper medium. The medium in which a document is retained shall accurately reproduce the document in paper form during the period for which the document must be retained and shall preclude unauthorized alteration of the document.

2. If the medium chosen for retention is photographic, all film used must meet the quality standards of the American National Standards Institution (ANSI).

3. If the medium chosen for retention is digital, the medium must provide for reproduction on paper at a resolution of at least two hundred (200) dots per inch.

4. A document retained by the City of Nampa in any form or medium permitted under this section shall be deemed an original public record for all purposes. A reproduction or copy of such a document, certified by the City Clerk, shall be deemed to be a transcript or certified copy of the original and shall be admissible before any court or administrative hearing.

5. Once a semipermanent or temporary document is retained in a non-paper medium as authorized by this section, the original paper document may be disposed of or returned to the sender, except in the case of “permanent” records. Once a permanent record is

retained in a nonpaper medium as authorized by this section, paper originals of permanent records will be considered a copy of the record and may be destroyed after compliance with the following:

a. Prior to destruction of original paper documents, the City Clerk will provide written notice, either by electronic or physical delivery, including a detailed list of the documents proposed for destruction to the Idaho state historical society.

b. The Idaho state historical society will have thirty (30) days after receipt of the notice to review the list and respond in writing, either by electronic or physical delivery, to the City Clerk identifying any documents that will be requested to be transferred from the City to the historical society for retention in the permanent records repository.

c. Any documents that will not be transferred for retention in the permanent records repository may be destroyed.

d. If the City Clerk received no written response within thirty (30) days after the notice was received by the historical society, then the records proposed for destruction may be destroyed.

6. If a historic record is retained in a nonpaper medium as authorized, the original paper record must also be retained by the City in perpetuity, or it may be transferred to the Idaho state historical society's permanent records repository upon resolution of the City Council.

7. Whenever any record is retained in a nonpaper medium, the City Clerk will maintain, throughout the scheduled retention period for such record, suitable equipment for displaying such record at not less than original size and for making copies of the record. Whenever any record is reproduced by photographic or digital process as herein provided, it shall be made in duplicate, and the custodian thereof shall place one (1) copy in a fire-resistant vault, or off-site storage facility, and he shall retain the other copy in his office with suitable equipment for displaying such record at not less than original size and for making copies of the record.

**Byrne Justice Assistance Grant (JAG)  
Local Solicitation, Joint Application  
Nampa, Caldwell and Canyon County Sheriff's Office**

Nampa City Council  
Governing Body Review and Opportunity for Public Comment  
June 6, 2016

The Nampa Police Department plans to apply for the 2016 Byrne Justice Assistance Grant (JAG) through the U.S. Department of Justice. This will be a joint application including the City of Nampa, City of Caldwell and Canyon County Sheriff's Office. Nampa will be the administering agency this year. We have received funding from the Byrne JAG Local Solicitation since 2010. This is an allocation, rather than a competitive grant process, and requires coordination between the Nampa Police Department, Caldwell Police Department and Canyon County Sheriff's Office. This year Nampa's allocation is \$44,644. The total allocation for the three jurisdictions is \$88,193.

**Purpose**

The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

**Nampa Police Department Proposal**

The NPD proposes to use the Byrne JAG funds to continue the body-worn camera program including storage and equipment needs, consistent with the use of these grant funds in 2015. Body-worn cameras help us more efficiently serve the people of Nampa and are identified as a national priority for the JAG. The project goals and strategies are to improve evidence collection and provide for officer safety through operation efficiencies and system improvements.

Total:	\$44,644
--------	----------

**Caldwell Police Department (CPD) and Canyon County Sheriff's Office (CCSO)**

CPD and CCSO will also be requesting funding for body-worn cameras. CCSO is also requesting funding for some other equipment needs.

**Governing Body Review and Public Comment**

The application requires that the local Governing Body review the proposal and provide an opportunity for comment by citizens prior to the application submission.

**Requested Action**

We are requesting that the City Council authorize submission of the Byrne JAG for the purposes specified above.



**Planning & Zoning Department**

## **Before the Mayor & City Council**

**June 6, 2016**

### **Staff Report – Public Hearing Item #1**

**To:** Mayor & City Council

**Applicant:** Daniel Badger representing the City of Nampa

**File No:** VAC 2193-16

**Prepared By:** Norman L. Holm

**Date:** May 23, 2016

**Requested Action:** Vacation for return of right-of-way to Nampa Medical Properties, LLP

**Purpose:** To allow one single family dwelling to be built overlapping both lots. The applicant will remove the common lot line to combine both lots into one.

---

#### **GENERAL INFORMATION**

---

**Status of Applicant:** Owner Representative

**Existing Zoning:** RS 7 (Single Family Residential – 7,000 sq ft)

**Location:** Northeast corner of S Midland Blvd. and Lake Lowell Ave.

**Size of Vacation Area:** Approximately 1,075 acres or 46926.37 square feet

**Surrounding Land Use and Zoning:**

North- Rural residential, County R1

South- Rural residential, County R1

East- Rural residential, County R1

West- Residential, City RS 6

**Comprehensive Plan Designation:** Medium Density Residential

**Applicable Regulations:** State law requires the consent of adjoining property owners. The property owner/applicant making this request and the property owner receiving the right-of-way are the only owners owning property adjacent the proposed right-of-way vacation area.

**Description of Existing Uses:** Vacant land, no use.

---

## **SPECIAL INFORMATION**

---

**Planning & Zoning History:** The City is desirous to vacate and rescind all interest in right-of-way acquired in 2009 for the intended construction of a round-about at the intersection of Lake Lowell Avenue and So. Midland Boulevard. The round-about has not been constructed and is not planned for any time in the foreseeable future.

**Public Utilities:** A 12" water main is located in the right-of-way vacation area on both the S Midland Blvd and Lake Lowell sides. A prescriptive easement will be retained for the water main locations. A prescriptive easement is the right to use property for the water mains, without any title to the land.

**Environmental:** Approval of the vacation will have no effect on the immediate neighborhood, other than allowing right-of-way to the ownership of the adjacent land owner, Nampa Medical Properties, LLP per the attached agreement.

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

---

## **STAFF FINDINGS AND DISCUSSION**

---

Planning staff sees no reason why the requested right-of-way vacation should not be approved. The right-of-way proposed for vacation is not needed for any public purposes since the previously proposed roundabout for the intersection has been abandoned as the result of neighborhood opposition and the inability of the City to acquire the necessary right-of-way at the southeast corner of the intersection.

---

## **RECOMMENDED APPROVAL CONDITIONS**

---

The Engineering Division does not oppose the granting of the right-of-way vacation with no conditions attached.

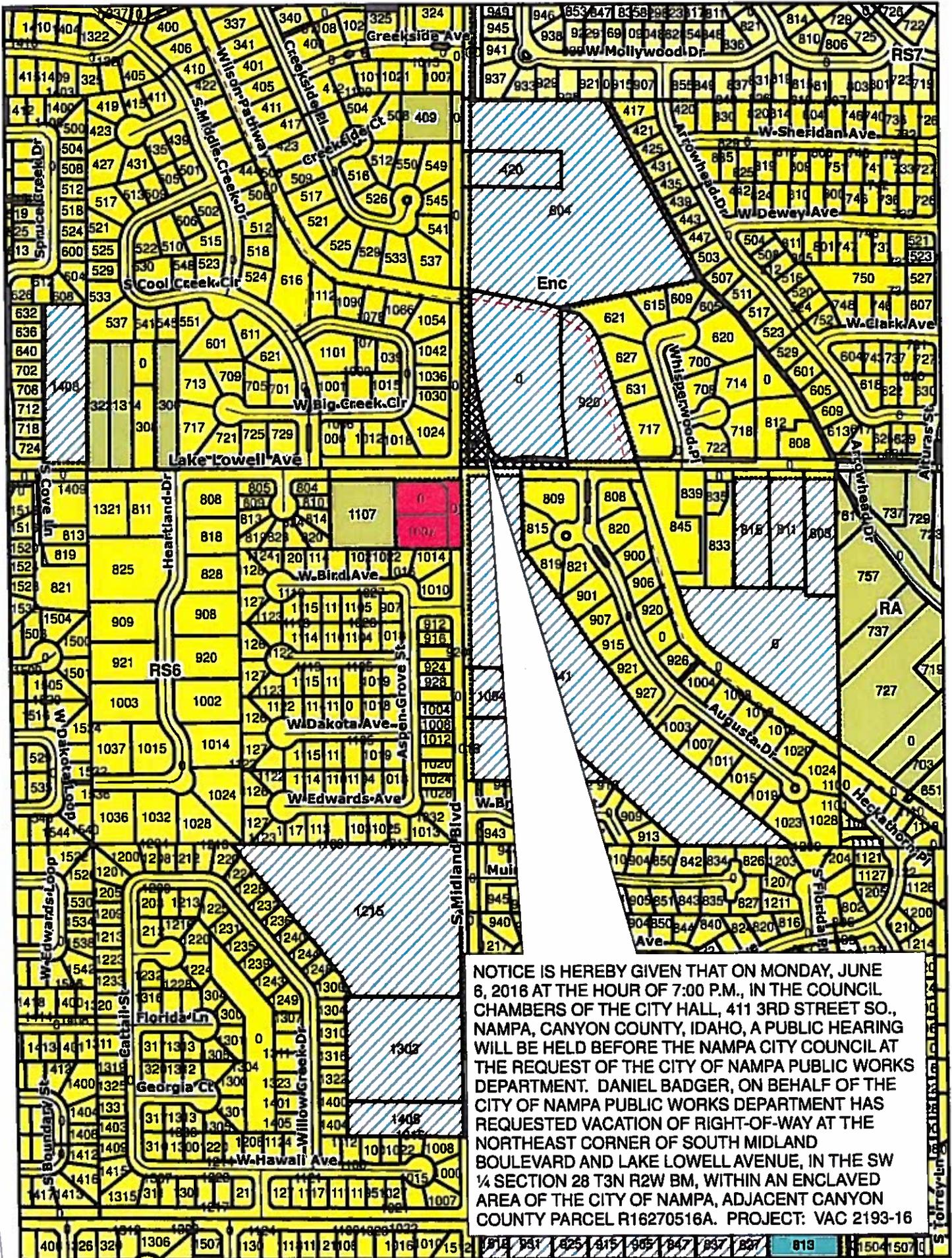
---

## **ATTACHMENTS**

---

Vicinity map  
Aerial map  
Zoning map  
Comprehensive plan map  
Application

Rescission of option to purchase right-of-way agreement  
Agency and other correspondence



NOTICE IS HEREBY GIVEN THAT ON MONDAY, JUNE 6, 2016 AT THE HOUR OF 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE CITY HALL, 411 3RD STREET SO., NAMPA, CANYON COUNTY, IDAHO, A PUBLIC HEARING WILL BE HELD BEFORE THE NAMPA CITY COUNCIL AT THE REQUEST OF THE CITY OF NAMPA PUBLIC WORKS DEPARTMENT. DANIEL BADGER, ON BEHALF OF THE CITY OF NAMPA PUBLIC WORKS DEPARTMENT HAS REQUESTED VACATION OF RIGHT-OF-WAY AT THE NORTHEAST CORNER OF SOUTH MIDLAND BOULEVARD AND LAKE LOWELL AVENUE, IN THE SW ¼ SECTION 28 T3N R2W BM, WITHIN AN ENCLAVED AREA OF THE CITY OF NAMPA, ADJACENT CANYON COUNTY PARCEL R16270516A. PROJECT: VAC 2193-16

# Map



**Address Points**

- Active
- Hold
- Proposed
- Retired
- Other

**County Parcels**



# Map



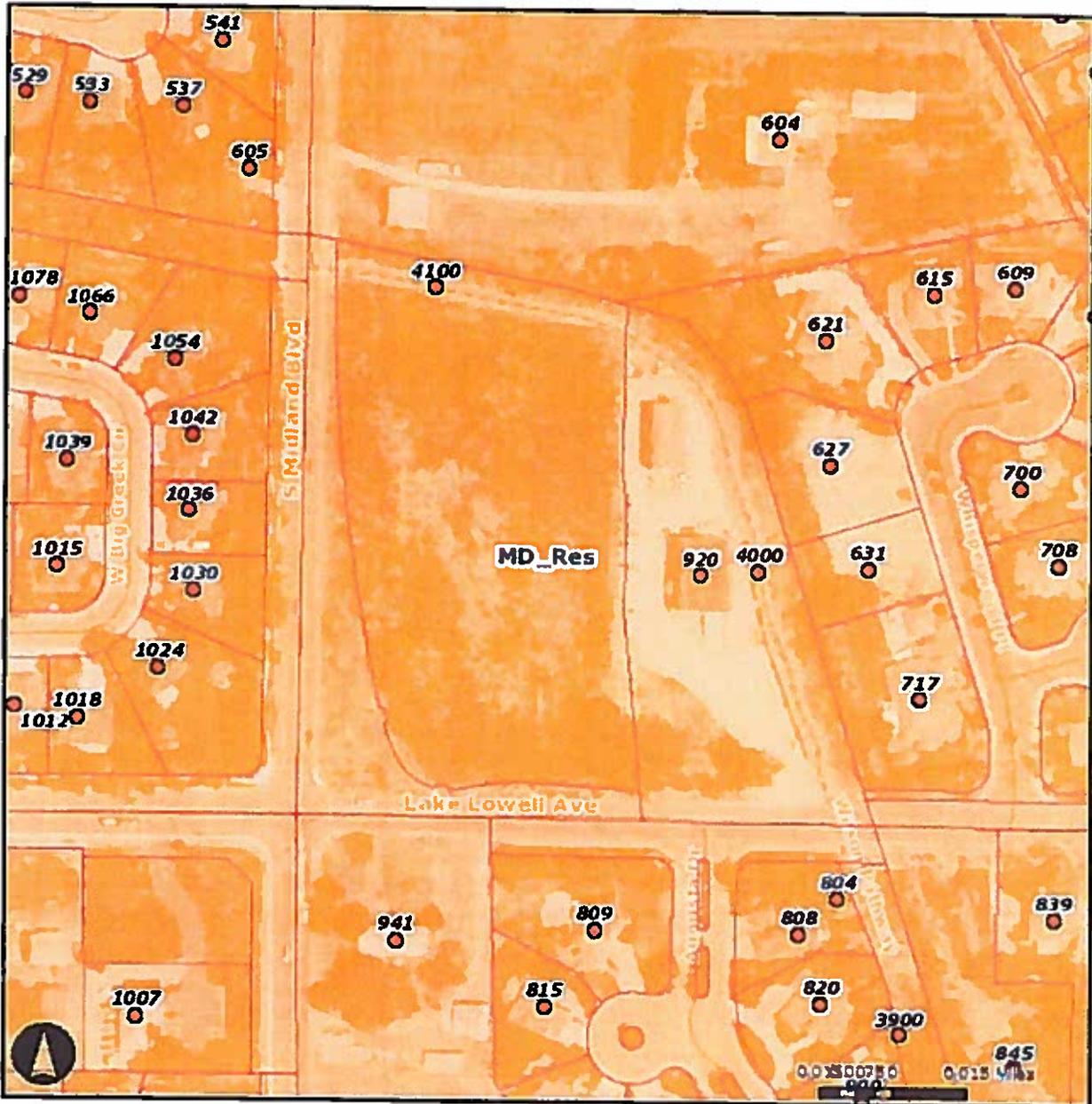
Address Points

- Active
- Hold
- Proposed
- Retired
- Other

County Parcels



# Map



**Address Points**

- Active
- Hold
- Proposed
- Retired
- Other

**County Parcels**





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

V16 00  
NAMP

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$505.00

Name of Applicant/Representative: Daniel Badger Phone: 468-5469  
Address: 4113rd st so City: Nampa State: ID Zip Code: 83651  
Applicant's interest in property: (circle one)  Own  Rent  Other  
Owner Name: City of Nampa Phone: 468-5469  
Address: 4113rd st so. City: Nampa State: ID Zip Code: 83651

Address of subject property: Corner of Midland & Lake Lowell  
Is a copy of one of the following attached? (circle one)  Warranty Deed  Proof Of Option  Earnest Money Agreement.

**Subject Property Information**  
Please provide the following REQUIRED DOCUMENTATION to complete the vacation:

- Original Legal description of property AND a legible WORD formatted document. (Must have for final recording)  
Old or illegible title documents will need to be retyped in a WORD formatted document.
- Or Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_
- List of names, addresses AND written consent of the owners and contract purchasers of all the property adjoining the vacated portion.
- Sketch drawing of the portion proposed to be vacated.

**Project Description**  
State (or attach a letter stating) the reason you desire the easement, public right-of-way, plat or part thereof to be vacated:  
Return Right of way to Nampa Medical Properties, LLC  
per attached agreement

Dated this 11 day of April, 20 16

Applicant Signature

**NOTICE TO APPLICANT**

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

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

<b>For Office Use Only:</b>	
File Number: VAC <u>2193</u> - 20 <u>16</u>	Project Name: <u>VACATION OF R.O.W ADJACENT</u> <u>NE CORNER S. MIDLAND &amp; LAKE LOWELL</u> <u>AVE</u>
<u>CITY OF NAMP</u>	

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

This Rescission of Option to Purchase Right Of Way Agreement ("Rescission") is entered into this 21<sup>st</sup> day of March, 2016, by and between Nampa Medical Properties, LLP, an Idaho limited liability partnership, referred to herein as "Grantor", and the City of Nampa, Idaho, an Idaho municipal corporation, referred to herein as "City."

**RECITALS**

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

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

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

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

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

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

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

**AGREEMENTS**

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

1. **RESCISSION:** The 2009 Option, as well as the dedication of right of way and grant of easement executed pursuant thereto, shall be and are hereby terminated and rescinded as of March 21, 2016.

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

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

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

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

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

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

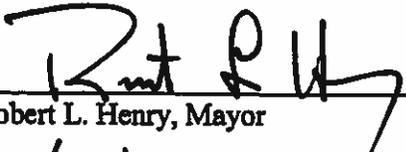
8. **SEVERABILITY:** In the case that any one or more of the provisions contained in this Rescission, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

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

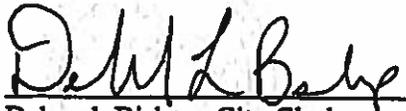
“City”:

CITY OF NAMPA, an Idaho municipal corporation

By:   
Robert L. Henry, Mayor

Date: 3/28/2016

Attest:

  
Deborah Bishop, City Clerk

“Grantor”:

Nampa Medical Properties, LLP, an Idaho limited liability partnership

\_\_\_\_\_

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

Its: \_\_\_\_\_

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

Exhibits:

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



# Exhibit A

**OPTION TO PURCHASE RIGHT OF WAY AGREEMENT**

Project No.: 01-807034  
Parcel: Nampa Medical Properties, LLP  
Project Name: Lake Lowell Ave. & Midland Blvd.  
Roundabout  
County of: Canyon

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

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

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

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

Grantor agrees to allow the City to deduct from Item 5. A. above.....  
- (\$ 12,505.00)

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

**6. DRIVEWAYS**

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

**7. POSSESSION**

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

**8. FENCING AND GATES**

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

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

**9. GRAVITY IRRIGATION**

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

**10. REMOVE OF TREE**

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

11. RECORDATION OF DOCUMENTS

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

12. SETBACKS

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

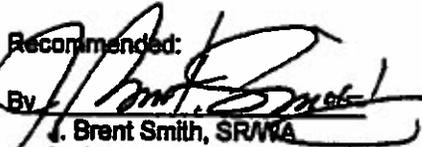
13. INGRESS AND EGRESS

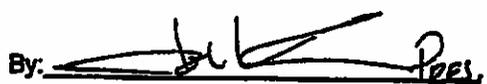
Grantor hereby grants the City, or its contractor, a Temporary Easement of ingress and egress for construction of the fencing and gates, an open ditch, utility stubs , driveway curb returns, tree removal, or any other item requiring a Temporary Easement. Said Easement to terminate upon completion of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

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

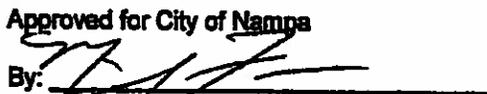
CITY OF NAMPA:

GRANTOR :  
NAMPA MEDICAL PROPERTIES, LLP

Recommended:  
By:   
J. Brent Smith, SRWA  
Right-of-Way Agent

By:   
\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Title)

Approved for City of Nampa  
By:   
Michael Fuss, PE.  
Public Works Director

On 9/5/09, 2009

# Exhibit B

# PARAGON Consulting, Inc.

FREIBURGER-BARTON-KAES

Nampa Medical Properties, LLC  
Parcel No. 16270516A0

City of Nampa, Idaho

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



JUNE 28, 2009

A parcel of land for right-of-way located in the Southwest Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 2 West of the Boise Meridian, Canyon County, Idaho. Said right-of-way being described as follows:

Commencing at the southwest corner of Section 24, Township 3 North, Range 2 West, Boise Meridian, said point being the TRUE POINT OF BEGINNING.

- Thence North 00°26'18" East a distance of 627.79 feet along the west line of said Section 24;
- Thence leaving said west line South 88°00'30" East a distance of 31.52 feet;
- Thence South 00°55'10" West a distance of 22.25 feet to a point of non-tangent curvature;
- Thence 474.15 feet along a curve to the left, said curve having a radius of 1,999.00 feet, a central angle of 18°47'51", a chord of 373.01 feet and a chord bearing of South 06°00'03" East to a point of compound curvature;
- Thence 2.51 feet along a curve to the left, said curve having a radius of 319.00 feet, a central angle of 00°47'03", a chord of 2.51 feet and a chord bearing of South 13°07'30" East to a point of non-tangency;
- Thence South 87°08'55" East a distance of 8.00 feet;
- Thence South 18°07'18" East a distance of 7.84 feet;
- Thence South 26°54'18" West a distance of 8.00 feet to a point of non-tangent curvature;
- Thence 32.73 feet along a curve to the left, said curve having a radius of 919.00 feet, a central angle of 05°32'45", a chord of 32.72 feet and a chord bearing of South 19°48'59" East to a point of compound curvature;
- Thence 88.84 feet along a curve to the left, said curve having a radius of 84.50 feet, a central angle of 62°46'08", a chord of 88.82 feet and a chord bearing of South 48°54'23" East to a point of non-tangency;
- Thence North 89°19'47" East a distance of 7.47 feet;
- Thence South 83°32'35" East a distance of 7.88 feet;
- Thence South 43°20'57" East a distance of 7.47 feet to a point of non-tangent curvature;
- Thence 13.12 feet along a curve to the left, said curve having a radius of 84.50 feet, a central angle of 11°39'11", a chord of 13.10 feet and a chord bearing of North 82°07'39" East to a point of reverse curvature;
- Thence 78.83 feet along a curve to the right, said curve having a radius of 258.00 feet, a central angle of 17°43'07", a chord of 78.84 feet and a chord bearing of North 84°54'24" East to a point of tangency;
- Thence South 86°28'55" East a distance of 118.31 feet;
- Thence South 06°16'45" East a distance of 33.07 feet;
- Thence North 89°20'40" West a distance of 378.97 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 1.076 acres (46,826 sq ft) of which 0.591 acres (25,425 sq ft) is existing prescriptive right-of-way.  
Parcel remainder contains 3.81 acres.

167 West 8<sup>th</sup> Street, Kona, Idaho 96704 • (808) 929-9138 • (808) 929-9168 Fax  
PROVIDING UNMATCHED ENGINEERING EXCELLENCE AND CLIENT SERVICE

# Memorandum

**To:** Mayor and City Council  
**Cc:** Planning and Zoning  
**Cc:** Tom Points, P. E., City Engineer  
**Cc:** Daniel Badger, P. E., Staff Engineer  
**Cc:** Michael Fuss, P. E., Nampa City Public Works Director  
**From:** Jim Brooks – Engineering Division  
**Date:** May 23, 2016  
**Rev:**  
**Re:** Vacation of right-of-way and easement  
**Applicant:** City of Nampa, Daniel Badger, P. E.  
**Applicant Address:** 411-3<sup>rd</sup> Street South, Nampa, Idaho 83651  
**Property Addresses:** Northeast corner Lake Lowell Avenue and So. Midland  
Boulevard.  
**VAC2193-16 for the June 6, 2016 City Council Meeting**

---

Owner is desirous to vacate and rescind all interest in right-of-way acquired in 2009 for the intended construction of a round-about at the intersection of Lake Lowell Avenue and So. Midland Boulevard. The round-about has not been constructed and is not planned for any time in the foreseeable future.

The Engineering Division has no concerns with recommending granting this vacation.

**Shellie Lopez**

---

**From:** Neil Jones  
**Sent:** Tuesday, April 26, 2016 1:52 PM  
**To:** Shellie Lopez  
**Subject:** RE: Vacation for a return of R-O-W to Nampa Medical Properties, LLP - VAC 2193-2016

Building Department has no conditions for this vacation of the R-O-W.

Neil Jones

**From:** Shellie Lopez  
**Sent:** Tuesday, April 26, 2016 1:03 PM  
**To:** Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Carl Miller <CMiller@compassidaho.org>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Eric Skoglund <skoglundl@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooks@cityofnampa.us>; Michael Fuss <fussm@cityofnampa.us>; Neil Jones <jonesn@cityofnampa.us>; Patrick Sullivan <sullivanw@cityofnampa.us>; Ray Rice <ricer@cityofnampa.us>; Robin Collins <collinsrr@cityofnampa.us>; Soyla Reyna <reynas@cityofnampa.us>; Sylvia Mackrill <mackrill@cityofnampa.us>; Tina Fuller <tfuller@compassidaho.org>; Tom Laws <tlaws@compassidaho.org>; Vickie Holbrook <holbrookv@cityofnampa.us>  
**Subject:** Vacation for a return of R-O-W to Nampa Medical Properties, LLP - VAC 2193-2016

Good Afternoon!

VAC 2193-16:

Daniel Badger on behalf of the City of Nampa has requested Vacation for a return of Right of way to Nampa Medical Properties, LLP.

The requested Vacation is of a R-O-W at the Northeast corner of S Midland Blvd. and Lake Lowell Ave. The Vacation application is scheduled as a public hearing item on the City Council agenda of June 06, 2016.

Please find attached the VAC 2193-16 file for your review and send all comments to my attention or to Sylvia Mackrill ([mackrill@cityofnampa.us](mailto:mackrill@cityofnampa.us)) prior to May 25, 2016.

Thank you & Have a great day!



**Shellie A. Lopez, Administrative Assistant II**  
O: 208.468.8847, F: 208.468.5439  
411 3<sup>rd</sup> Street South, Nampa, ID 83651  
[Planning and Zoning - Like us on Facebook](#)

**NAMPA***Proud*



May 19, 2016

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

RE: VAC 2193-16

To whom it may concern:

Intermountain Gas Company has received the request to vacate " the northeast corner of South Midland Blvd and Lake Lowell Ave, in the SW ¼ Section 28 T3N R2W BM, within an enclaved area of the City of Nampa, adjacent to Canyon County parcel R16270516A". After review, Intermountain Gas finds the vacation request acceptable if the utility easement are retained for our existing utilities.

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

Sincerely,  
Intermountain Gas Company

Greg Watkins  
Operations Manager

GW/jm

Enclosure





**Planning & Zoning Department**  
**Before the Mayor & City Council**  
**June 6, 2016**

**Staff Report – Public Hearing #2**

**To:** Mayor & City Council

**Applicant:** Daniel Badger representing Nampa Public Works

**File No:** REZ 2173-16

**Prepared By:** Norman L. Holm

**Date:** May 23, 2016

**Requested Action:** Rezone from Unzoned to IL (Light Industrial)

**Status of Applicant:** Representative for City of Nampa

**Existing Zoning:** Unzoned

**Proposed Zoning:** IH (Heavy Industrial) for 37.61 acres, and IL (Light Industrial) for 24.10 acres

**Location:** 100, 212, 300, 310, 360, and 0 W Railroad Street (A 61.71 acre portion of Section 16, T3N, R2W, BM; and a .54 acre portion of Lot 1 of Westview Nampa Idaho north & east of the Union Pacific Railroad and situated in Section 21, T3N, R2W, BM

**Size of Property:** 61.71 acres

**Existing Land Use:** Proposed IH zone - City of Nampa Wastewater Treatment Plant, proposed IL zone - Street Department yard, and Fire Training Center.

---

**GENERAL INFORMATION**

---

**Planning & Zoning History:** These facilities have 24 hour operations and include noise, odor, and other items associated with the uses. The Wastewater Treatment Plant has been at its current location since the 1960's.

**Planning & Zoning Commission Recommendation:** The Planning & Zoning Commission voted to recommend to the City Council approval of the rezone from Unzoned to IH (Heavy Industrial) for the Wastewater Treatment Plant portion of the proposed rezone area, and to IL (Light Industrial) for the Street Department and Fire Training Center portion of the rezone area.

**Proposed Land Uses:** No intended new uses just a continuation of existing uses and possible eventual future expansion of existing uses.

**Surrounding Land Use and Zoning:**

North- Commercial, BC (Community Business) and Unzoned

South- Industrial – UP Railroad, IH (Heavy Industrial)

East- Commercial, BC and Unzoned

West- Industrial, IH & IL (Light Industrial)

**Comprehensive Plan Designation:** Light Industrial and at the border of Heavy Industrial.

**Applicable Regulations:** Rezones 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.

---

## **SPECIAL INFORMATION**

---

**Public Utilities:**

12" water main along the south side of the rezone area

42", 30", 24", 27", 21" sewer mains to and through the area

No irrigation service available to the area

**Public Services:** All present

**Transportation and Traffic:** The property has existing access from W Railroad St

**Environmental:** The rezone would have little effect on the adjoining properties. The impacts of continued city industrial related uses on the property will be no different than that which presently exists on the adjoining IL & IH zoned properties to the south and west.

---

## **STAFF FINDINGS AND DISCUSSION**

---

The requested rezone is appropriate. The parcels are designated for continued Light Industrial and/or Heavy Industrial use on the Comprehensive Plan. It makes good sense for the City to have the parcels zoned the same as their existing land use. Concern has been expressed over the developing Broadmore property adjacent to the north which has also been Unzoned and parts of which are now requesting commercial zoning. Prospective uses in that area need to be made aware of the industrial nature of these city owned properties by their being rezoned from Unzoned to either Light or Heavy Industrial in conformance with their existing use.

If the City Council accepts the Planning & Zoning Commission recommendation for approval of the rezone, as requested, the following findings are suggested:

1. **Rezone of the subject properties to IL and IH are reasonably necessary in order to allow the City to have their property zoned in conformance with existing land uses.**
2. **Rezone of the subject properties to IL and IH is in the interest of the City and conforms to the adopted comprehensive plan designation of Heavy Industrial or Light Industrial.**
3. **Industrial use of the subject property will be compatible with the existing industrial character already established in the area.**
4. **The use of a development agreement to establish any conditions for the rezone of the property serves no purposes.**
5. **The Wastewater Treatment Plant area should be rezoned to IH (Heavy Industrial) with the balance of the area used as the Street Department yard, and Fire Training Center being rezoned to IL (Light Industrial).**

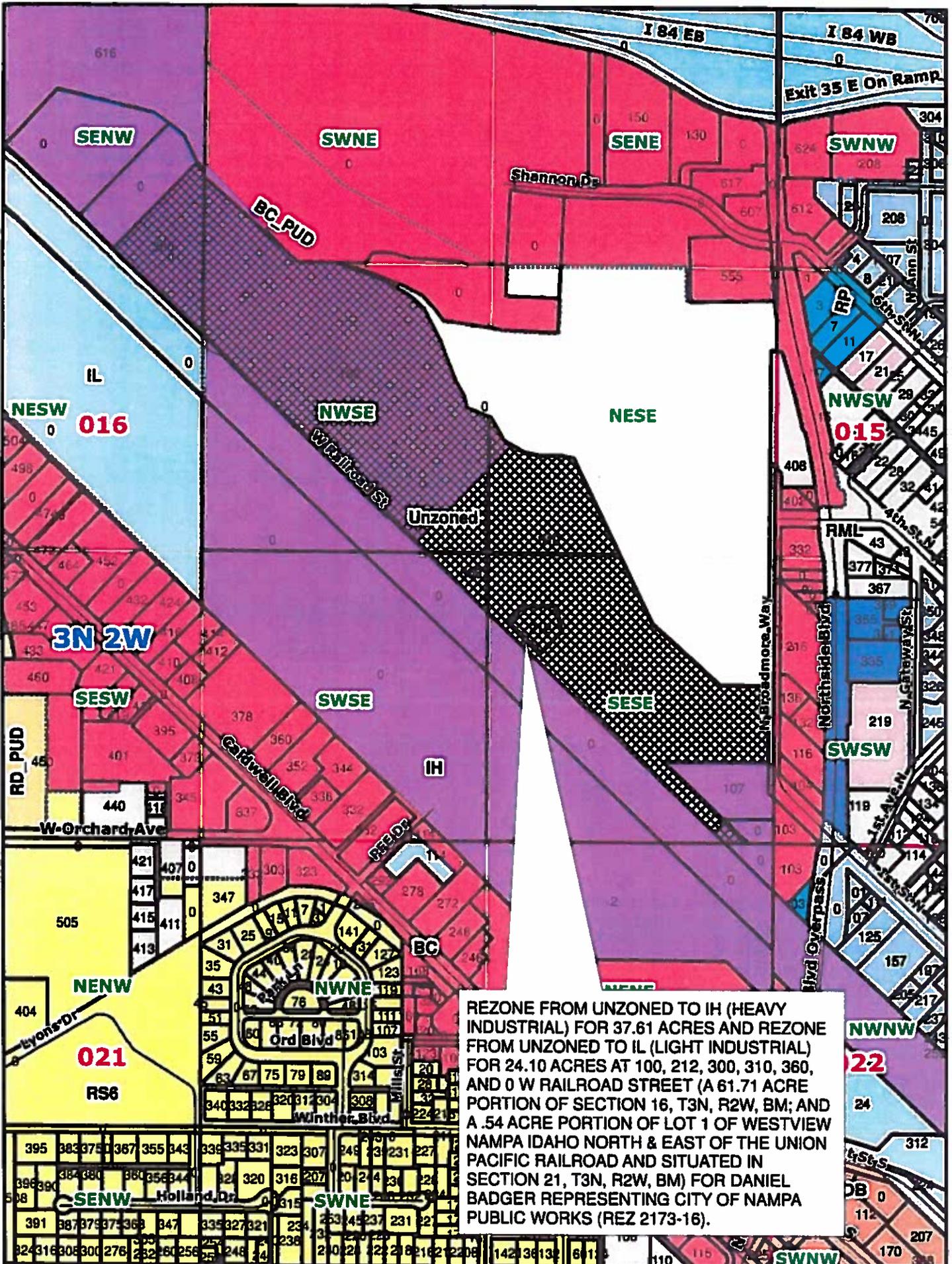
**At the date of this memo staff has received no statements of opposition or support from any property owners, businesses or residents in the area.**

---

## **ATTACHMENTS**

---

**Zoning and location map  
Aerial photo of properties  
Application  
Parcel boundary descriptions  
Record of survey  
Agency and other correspondence**



REZONE FROM UNZONED TO IH (HEAVY INDUSTRIAL) FOR 37.61 ACRES AND REZONE FROM UNZONED TO IL (LIGHT INDUSTRIAL) FOR 24.10 ACRES AT 100, 212, 300, 310, 360, AND 0 W RAILROAD STREET (A 61.71 ACRE PORTION OF SECTION 16, T3N, R2W, BM; AND A .54 ACRE PORTION OF LOT 1 OF WESTVIEW NAMPA IDAHO NORTH & EAST OF THE UNION PACIFIC RAILROAD AND SITUATED IN SECTION 21, T3N, R2W, BM) FOR DANIEL BADGER REPRESENTING CITY OF NAMPA PUBLIC WORKS (REZ 2173-16).





PEZ 2173-16

N-426 PE

# APPLICATION FOR AMENDMENT OF ZONING ORDINANCE OR MAP

City of Nampa, Idaho

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

Name of Applicant/Representative: City of Nampa, Public Works, Daniel Badger Phone: (208)468-5469

Address: 411 3rd Street South City: Nampa State: ID Zip Code: 83651

Applicant's interest in property: (circle one) Own Rent Other

Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Address of subject property: 100, 212, 300, 310 360, and 0 W. Railroad Street

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

### Subject Property Information

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

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

Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

### Project Description

State the zoning desired for the subject property: \_\_\_\_\_

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

The Public Works Department requests an IL zoning for the specified property. The property is currently used for the Wastewater Treatment Plant, Street Department yard, and the fire training center. These facilities have 24 hour operations and include noise, odor, and other items associated with these uses. The Wastewater Treatment Plant has been at its current location since the 1960's.

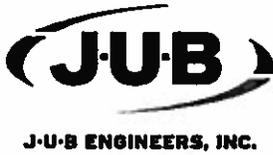
Dated this 24 day of March, 20 2016

  
Signature of applicant

### NOTICE TO APPLICANT

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

**For Office Use Only:**  
File Number: REZ. 2173 - 2016 Project Name: REZONE: UNZONED TO IL WASTEWATER PLANT CITY OF NAMPA



J-U-B COMPANIES



THE  
LANSDON  
GROUP



GATEWAY  
MAPPING  
INC.

**City of Nampa**  
**Railroad Street – Parcel 1 – WWTP Portion (Heavy Industrial)**  
**Zoning Boundary Description**  
**Project Number 10-16-014      May 3, 2016**

A parcel of land situated in Section 16, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, and being more particularly described as follows:

Commencing at a brass cap marking the southeast corner of Section 16, Township 3 North, Range 2 West, Boise Meridian;  
Thence N89°44'07"W, 222.51 feet along the south line of the southeast quarter of the southeast quarter of Section 16 to the northerly boundary of the Union Pacific Rail Road right-of-way;  
Thence N46°16'02"W, 1992.28 feet along the northerly boundary of the Union Pacific Rail Road right-of-way to the POINT OF BEGINNING:

Thence continuing N46°16'02"W, 2632.75 feet along the northerly boundary of the Union Pacific Rail Road right-of-way;

Thence N43°48'10"E, 355.33 feet along the boundary of the Simplot Parcel to Indian Creek;

Thence S76°03'29"E, 461.71 feet along Indian Creek;

Thence S54°54'27"E, 73.36 feet along Indian Creek;

Thence S51°33'22"E, 88.88 feet along the centerline of Indian Creek;

Thence S26°44'36"E, 138.47 feet along the centerline of Indian Creek;

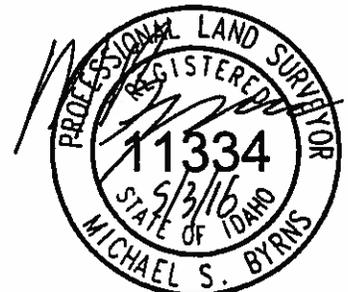
Thence S41°14'19"E, 52.19 feet along the centerline of Indian Creek to the east line of the southeast quarter of the northwest quarter of Section 16;

Thence N00°18'03"E, 38.90 feet along the west line of the northeast quarter of Section 16 to a point on the south bank of Indian Creek (in 1948);

Thence S43°39'57"E, 643.58 feet to a point on the south line of the northeast quarter of Section 16;

Thence S89°47'15"E, 172.02 feet along the north line of the southeast quarter of Section 16 to the centerline of Indian Creek;

Thence S72°46'37"E, 127.84 feet on a meander line along the center of Indian Creek;





**J-U-B ENGINEERS, INC.**

J-U-B COMPANIES



**THE  
LANGDON  
GROUP**

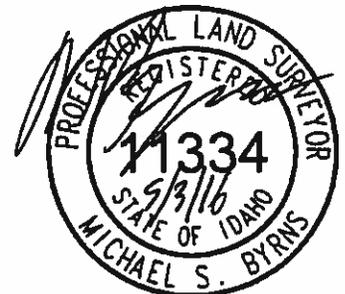


**GATEWAY  
MAPPING  
INC.**

**Railroad Street – Parcel 1 – WWTP Portion continued... ( I H )**

Thence S69°45'02"E, 97.16 feet on a meander line along the center of Indian Creek;  
Thence S60°18'24"E, 137.61 feet on a meander line along the center of Indian Creek;  
Thence S50°08'21"E, 28.77 feet on a meander line along the center of Indian Creek;  
Thence S47°04'37"E, 70.16 feet on a meander line along the center of Indian Creek;  
Thence S27°52'24"E, 160.83 feet on a meander line along the center of Indian Creek;  
Thence S19°35'41"E, 107.69 feet on a meander line along the center of Indian Creek;  
Thence S21°57'22"E, 98.84 feet on a meander line along the center of Indian Creek;  
Thence S30°48'11"E, 77.92 feet on a meander line along the center of Indian Creek;  
Thence S11°38'10"E, 50.16 feet on a meander line along the center of Indian Creek;  
Thence S68°45'56"E, 122.72 feet on a meander line along the center of Indian Creek;  
Thence S30°23'12"E, 120.36 feet on a meander line along the center of Indian Creek;  
Thence S59°42'14"E, 42.48 feet on a meander line along the center of Indian Creek;  
Thence S45°01'43"W, 637.67 feet to the POINT OF BEGINNING.

The above-described parcel contains 37.61 acres, more or less.



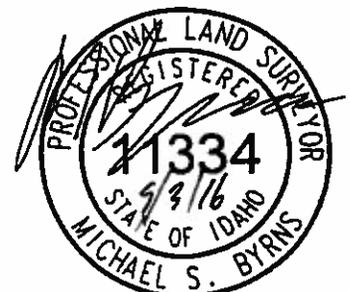
**City of Nampa**  
**Railroad Street – Parcel 1 – Remainder Portion (Light Industrial)**  
**Zoning Boundary Description**  
*Project Number 10-16-014      May 3, 2016*

A parcel of land situated in Section 16, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, and being more particularly described as follows:

Commencing at a brass cap marking the southeast corner of Section 16, Township 3 North, Range 2 West, Boise Meridian;

Thence N00°24'07"E, 369.73 feet along the east line of the southeast quarter of the southeast quarter of Section 16 to the northeast corner of the Idaho Power Parcel, the POINT OF BEGINNING:

- Thence N89°35'54"W, 505.51 feet along the boundary of the Idaho Power Parcel;
- Thence S46°12'07"E, 149.26 feet along the boundary of the Idaho Power Parcel;
- Thence S81°45'58"W, 6.44 feet;
- Thence S46°16'02"E, 226.82 feet to the northerly boundary of the Nampa Drain;
- Thence N67°58'32"W, 67.60 feet along the northerly boundary of the Nampa Drain;
- Thence N46°16'02"W, 528.40 feet along the northerly boundary of the Nampa Drain;
- Thence S43°43'58"W, 44.88 feet along the northerly boundary of the Nampa Drain to the northerly boundary of the Union Pacific Rail Road right-of-way;
- Thence N46°16'02"W, 1313.26 feet along the northerly boundary of the Union Pacific Rail Road right-of-way;
- Thence N45°01'43"E, 637.67 feet to the center of Indian Creek;
- Thence S59°42'14"E, 65.18 feet on a meander line along the center of Indian Creek;
- Thence S78°00'22"E, 71.34 feet on a meander line along the center of Indian Creek;
- Thence N89°11'36"E, 99.30 feet on a meander line along the center of Indian Creek;
- Thence S75°35'10"E, 56.52 feet on a meander line along the center of Indian Creek;





J·U·B ENGINEERS, INC.

J-U-B COMPANIES



THE LANDON GROUP



GATEWAY MAPPING INC.

**Railroad Street – Parcel 1 – Remainder Portion continued... ( IL )**

Thence S26°13'44"E, 492.10 feet along the Broadmore Parcel to the north line of the southeast quarter of the southeast quarter of Section 16;

Thence S26°13'43"E, 349.95 feet along the Broadmore Parcel;

Thence S47°50'54"E, 424.63 feet along the Broadmore Parcel;

Thence S89°45'13"E, 249.00 feet along the Broadmore Parcel to the east line of the southeast quarter of Section 16;

Thence S00°24'07"W, 357.48 feet along the east line of the southeast quarter of Section 16 to the POINT OF BEGINNING.

The above-described parcel contains 24.10 acres, more or less.









# Record of Survey

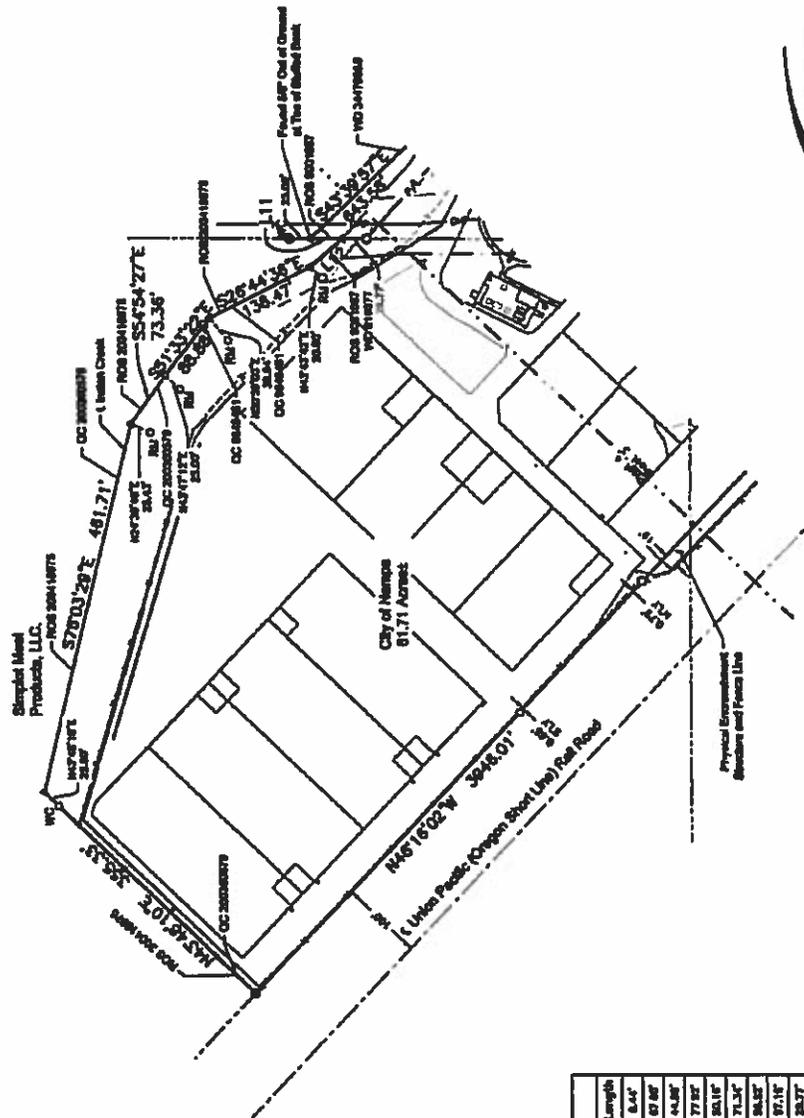
Prepared for:  
 Audisio M. Tommaso 21 North, Fargo 21 North, S.L.A.,  
 City of Nampa, Oregon County, Idaho.

Survey For: City of Nampa



Legend

- Boundary Line
- Section Line
- Right-of-Way Line
- Center Line
- Adjacent Property Line
- PA
- Utility Easement Line - Indistinguishable On
- Utility Easement Line - Mobile Power
- Existing Power Line
- Existing Natural Gas Line
- Existing Irrigation Line
- Existing Driveway
- Section Corners, Found Irons Cap
- Quarter-Section Corners, Found Irons Cap
- Found Irons Cap
- Found 1/2" Irons
- Found 1/4" Irons
- Found 3/8" Irons
- Found 1/2" Irons
- Found 3/4" Irons
- Found 1" Irons
- Found 1 1/2" Irons
- Found 2" Irons
- Found 3" Irons
- Found 4" Irons
- Found 6" Irons
- Found 8" Irons
- Found 10" Irons
- Found 12" Irons
- Found 14" Irons
- Found 16" Irons
- Found 18" Irons
- Found 20" Irons
- Found 24" Irons
- Found 28" Irons
- Found 32" Irons
- Found 36" Irons
- Found 40" Irons
- Found 44" Irons
- Found 48" Irons
- Found 52" Irons
- Found 56" Irons
- Found 60" Irons
- Found 64" Irons
- Found 68" Irons
- Found 72" Irons
- Found 76" Irons
- Found 80" Irons
- Found 84" Irons
- Found 88" Irons
- Found 92" Irons
- Found 96" Irons
- Found 100" Irons
- Found 104" Irons
- Found 108" Irons
- Found 112" Irons
- Found 116" Irons
- Found 120" Irons
- Found 124" Irons
- Found 128" Irons
- Found 132" Irons
- Found 136" Irons
- Found 140" Irons
- Found 144" Irons
- Found 148" Irons
- Found 152" Irons
- Found 156" Irons
- Found 160" Irons
- Found 164" Irons
- Found 168" Irons
- Found 172" Irons
- Found 176" Irons
- Found 180" Irons
- Found 184" Irons
- Found 188" Irons
- Found 192" Irons
- Found 196" Irons
- Found 200" Irons



Line #	Direction	Length
L1	S87°40'00"W	8.44'
L2	N87°40'00"W	87.00'
L3	S42°42'00"W	44.80'
L4	S89°40'11"E	77.82'
L5	S11°28'30"E	88.10'
L6	S89°40'22"E	71.34'
L7	S72°30'00"E	88.52'
L8	S89°40'00"E	87.10'
L9	S89°40'11"E	88.37'
L10	S47°40'20"E	70.10'
L11	N87°40'00"W	88.00'
L12	S41°40'00"W	88.10'



**J-U-B ENGINEERS, INC.**  
 230 South Broadway Avenue, Suite 202, Idaho, ID 83702-0041  
 P: 208 278 7339 / F: 208 223 8588 or www.jub.com  
 Dan: 8222280 Page# 16, 19-20-01

# Memorandum

**To:** Planning and Zoning

**Cc:** Daniel Badger, P. E., Staff Engineer

**Cc:** Michael Fuss, P. E., MBA, Nampa City Public Works Director

**From:** Jim Brooks – Engineering Division

**Date:** April 13, 2016

**Re:** Rezone request Unzoned to IL

**Applicant:** City of Nampa Public Works –Daniel Badger

**Applicant Address:** 411-3<sup>rd</sup> Street South

**Parcel Addresses:** 100, 212, 300, 310, and 0 W. Railroad Street.

**REZ2173-16 for April 26, 2016 Planning & Zoning Meeting**

---

The Engineering Division does not oppose the granting of this rezone request.

**Sylvia Mackrill**

---

**From:** Neil Jones  
**Sent:** Thursday, March 31, 2016 7:39 AM  
**To:** Sylvia Mackrill  
**Subject:** RE: REZ2173 16 Rezone from Unzoned to IL for City of Nampa Wastewater Plant

The Building Department has no conditions on this rezone.

Neil Jones

**From:** Sylvia Mackrill  
**Sent:** Tuesday, March 29, 2016 8:45 AM  
**To:** Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Eric Skoglund <skoglundl@cityofnampa.us>; Jeff Barnes <barnesj@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooksj@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; Marlen Salinas <salinasm@cityofnampa.us>; Michael Fuss <fussm@cityofnampa.us>; Neil Jones <jonesn@cityofnampa.us>; Patrick Sullivan <sullivanw@cityofnampa.us>; Ray Rice <ricer@cityofnampa.us>; Robin Collins <collinsrr@cityofnampa.us>; Tina Fuller <tfuller@compassidah.org>; Vickie Holbrook <holbrookv@cityofnampa.us>  
**Subject:** REZ2173 16 Rezone from Unzoned to IL for City of Nampa Wastewater Plant

REZ 2173-16:

The City of Nampa Public Works Department has requested a Rezone from currently Unzoned to IL (Light Industrial) for the City of Nampa Wastewater Plant located at 100, 212, 300, 310, 360 and 0 W Railroad St, Nampa, on the north side of W Railroad St, west of Northside Blvd.

The application will go before the Planning and Zoning Commission as a public hearing item on their April 26, 2016 agenda.

Please review and forward any comments to my attention prior to April 15<sup>th</sup>.

Thank you,

Sylvia Mackrill  
City of Nampa Planning Department  
208-468-5484  
[mackrill@cityofnampa.us](mailto:mackrill@cityofnampa.us)

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