

**City of Nampa
Regular Council Meeting
June 20, 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 – Pastor John Watts, Nampa First United Methodist Church

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 June 6, 2106; Special Council Meeting of June 2, 2016; Airport Commission Meeting of May 19, 2016; the Nampa Bicycle and Pedestrian Advisory Committee; the Board of Appraisers Minutes; the Planning & Zoning Commission Meeting; the Library Board Meeting; IT Steering Committee Meeting;
- 2) Bills
- 3) The City Council Dispenses With the Three (3) Reading Rule of Idaho Code § 50-902 for all Ordinances
- 4) Final Plat Approvals
 - a) NONE
- 5) Authorize Public Hearings
 - a) NONE
- 6) Authorize to Proceed With Bidding Process
 - a) 2016 CDBG Sidewalk & Tree Placement Project
 - b) FY16 Pavement Markings & Sign Installment Project
 - c) Storm Water Repairs – Taffy Drive at Carmel Court and 67 Peppermint Project
 - d) Zone B Pipe Repairs – CIPP Project
- 7) Monthly Cash Reports
- 8) Resolutions – Disposal of Property With Value Under \$1000.00
 - a) Wastewater Division – Lift Station No. 19 Pump
- 9) Open Public Comment Period for Program Year 2016 CDBG Action Plan as of June 27th
- 10) Bid Awards – Ford Idaho Center Parking Improvements Phase 3A & 3B
- 11) Licenses for 2016-2017 (All Licenses Subject to Police Approval):
- 12) Approval of Agenda

Communications

Staff Communications

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 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 at Staff's Request**)
- 3) First Reading of Ordinance Vacating the 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

- 4) First Reading of Ordinance Rezoning From Unzoned to IH (Heavy Industrial) for 37.61 Acres and Rezoning 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

New Business

- 1) Authorize Appointment of David Beverly to the Airport Commission, Term to Expire 12/31/2017
- 2) Program Year 2016 CDBG Allocation Decision
- 3) First Reading of Ordinance Amending Title 5, Chapter 12, Sections 5-12-1 and 5-12-15, Catering Permits
- 4) Authorize Summary of Publication for Preceding Ordinance
- 5) Direction on City Owned Parking Lots
- 6) Authorize the Construction Bid Award for Phase 1 of Midway Park to Knife River Corporation
- 7) First Reading of Ordinance for Irrigation Annexation from Pioneer Irrigation District
- 8) Authorize Summary of Publication for Preceding Ordinance
- 9) Resolution and Local Professional Services Agreement Between the City of Nampa, ITD, and HDR Engineering for the Greenhurst Road Signals Project
- 10) Authorize Mayor to Sign Encroachment Agreement With Debra June Clover for 1725 Aspen Grove Street
- 11) Wells 1 & 2 Demolition & Abandonment Project
- 12) Award Bid and Authorize Mayor to Sign Contract for Laboratory-Grade Autoclave Procurement with Tuttnauer™ USA Co. Ltd.
- 13) Authorize Sale of Real Property Located at 1744 Garrity Boulevard, Nampa, Idaho, to be Sold at Public Auction, with Minimum Price Set at \$34,000.00
- 14) First Reading of Ordinance Amending City Code Sections 3-7-1, 3-7-4, and Section 3-7-5 Pertaining to Development Impact Fees

Public Hearings

- 1) Development Impact Fee Study & Capital Improvement Plan
- 2) Matter of Sale Via Public Auction of Real Property Located at 1744 Garrity Boulevard, Nampa, Idaho, With Minimum Price Set at \$34,000.00
- 3) Annexation and Zoning to RML for a Fourplex Development at 1910 Sunny Ridge Road for Gavin King
- 4) Variance to Allow an 80' Tall Sign Located at 1815 Madison for Mike Helm, YESCO Outdoor Media
- 5) Annexation and Zoning to IH for a Headquarters and Warehousing for Fuel, Diesel, and Oil Distribution at 0, 9364, 9326, and 0 Cherry Lane for Zane Powell

Adjourn

Next Meeting

- ◆ **Regular Council at 6:30 p.m. – Tuesday, July 5, 2016 City Council Chambers**

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

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

REGULAR COUNCIL

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

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

Mayor Henry amended the agenda by removing item #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 from new business.

MOVED by Haverfield and **SECONDED** by Levi to **approve the Consent Agenda with the above mentioned amendments; Regular Council Minutes of May 16, 2016; and Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; and Airport Commission Minutes; Planning & Zoning Commission Minutes; Library Commission Minutes; IT Steering Committee Minutes; department reports, bills paid; The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; final and preliminary plat approvals:** 1) Extension of Approval for Brookdale Estates Subdivision No. 4, North of Birch Lane and East of 11th Avenue North for Trilogy Development. Request to Extend 05/18/2016 Approval Which Expired on 05/18/2016 to 05/18/2017; and **authorize the following public hearings:** 1) Annexation and Zoning to RML for Four-plex Development at 1910 Sunny Ridge Road for Gaven J. King; 2) 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; **Approve the following agreements:** 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 **Authorization to Proceed with the Bidding Process:** 1) None; and **2015-2016 Licenses:** (all licenses subject to police approval): None; **approval of the agenda.** The Mayor asked for a roll call vote with all Councilmembers present voting YES. The Mayor declared the

MOTION CARRIED

Amy Schroeder, P.E., Engineering Manager of Development for District 3, presented a report of the Idaho Transportation Department (ITD) Road Construction Projects in Nampa. I would like to share a little information about how the City of Nampa and ITD work together.

The City of Nampa is very unique in that there are four highways and interstates that go through the City in various different ways. There are 31 centerline miles of ITD facilities through the City. This includes 4 interchanges on interstate 84 and the City maintains 27 signals that are on ITD facilities and coordinates with us on 8 other signals.

There are many disciplines that interact between the City and ITD among those are planners, our traffic service group, permits and development services, we have design and construction project managers for the TIP projects and that includes the local ROADS Group and then also our Maintenance Services Group.

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Nampa requested that ITD participate in a process of updating the City's Transportation Master Plan and this is with the focus of how the state highways and the interstate integrate with the Cities facilities and all of the other routes that in the City limits.

We also coordinated on the state highway 55 corridor study in Owyhee and Canyon Counties. This was a study that was completed in 2013 but the access management plan was a very important component of that study and the City Council was a great supporter in adopting that Access Management Plan.

The 12th Avenue safety study is ongoing and ITD has paid for the study but Nampa has administered the contract and the study and this is looking for any safety improvements for all modes including vehicles, pedestrian, bicycles between 7th Street and Lake Lowell. The study will recommend safety improvements that the city has agreed to match in-kind for the improvements for what ITD has put into fund the study.

The Karcher interchange access study was just completed. Nampa paid for the access study and it was approved by FHWA. The City of Nampa is scoping the remainder of the environmental and the design services at the Karcher interchange and in turn for the Cities contribution to that interchange ITD has programed a project to implement \$2 million of improvements to increase the south bound traffic at the interchange and also do some other necessary improvements to take care of the high accident location.

Amy Shroeder thanked the City for their commitment to pledge \$1 million towards the TIGER and the FASTLANE Grant applications that ITD and COMPASS have partnered on. The TIGER application is a \$43 million that would improve Franklin Boulevard the remainder of the improvements that the GARVEE program did not fund and also 84 to three lanes that would exit and enter and Northside interchange.

The FASTLANE grant is a new program this year and it is focused on freight and mobility and so FASTLANE not only takes care of the improvements that I just mentioned but also reconstructs the Northside interchange.

Regarding our development applications and some of the work that we coordinate on weekly with the City. Access management is a top priority with ITD and the City. Our two jurisdictions work very closely together to review development applications along the state highway system to ensure the safety and mobility of the public.

A list of projects that the City and ITD worked on together was presented in the report.

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Police Captain Brad Daniels presented a staff report concerning cancellation of and reissue of body worn cameras RFP. This is a update on the body worn cameras, we started on this project last fall, it is now summertime and we still do not have new body cameras.

There were some issues that we ran into with the current vendor that was selected. We have had some frustrations on response from the vendor. We have been in negotiations for 6 to 8 weeks trying to come up with a contract that we think meets the needs of the Police Department and provides the product that we want for our staff. The process is moving much slower than we hoped, we are going to enter into some conversation with the vendor about whether or not we are going to continue down this path if we can't get to a resolution quite soon.

We may be back in front of Council with another RFP. We just want to make sure that we are good stewards with the money that has been allocated to us.

Mayor Henry said that he has had a meeting with police and IT on this situation.

City Attorney Maren Erickson said as we move forward with this, after we communicate with the vendor that we will meet all of the legal procedural requirements to either cancel the contract or make sure that we get a contact that meets the City's needs. We will make sure that is all in place as we move forward.

Deputy Public Works Director Nate Runyan presented a staff report to update the council on current projects as follows:

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

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- Engineering received a formal request from the Canyon County Sheriff's Office to rename the old alignment of N Midland Blvd near Treasure Valley Marketplace. Engineering is responsible for street name changes within Nampa City Limits.
 - The current street configuration has created two intersections with the same street names (Karcher Bypass and N Midland Blvd). These duplicate intersection names are problematic for emergency service routing and general wayfinding.
- 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 N Midland Blvd address or they keep the same numbers but adopt the new street name. (This development has frontage on both the old and newer alignment of N Midland Blvd).
 - Engineering is still working with the Karcher Village parcel owners and businesses to determine the best course of action.

- Engineering staff sent a letter to all parcel owners on April 13th, 2016 describing the situation and requesting new street name proposals as well as any feedback regarding the proposed street name change.

- Engineering & Public Works Staff visited the existing business owners on April 19th, 2016 to make sure tenants were aware of the situation and provide any feedback.

- Engineering staff received two street name submissions: N Fairfield Way & N Advantage Way. Both of these names correspond with existing businesses on the street. In order to avoid any potential conflicts of interest with regard to the street name the City of Nampa Addressing & Street Naming Committee will be determining the new street name. The Committee will determine the new proposed street name by mid-June.

- The Addressing & Street Naming Committee will recommend that the street be renamed via ordinance, with the first reading at the July 18th City Council meeting.

- Engineering will send a letter in mid-June to all property owners notifying them of the proposed street name change as well as the related City Council dates.

- Engineering and Public Works Staff will revisit the existing businesses the last week of June to ensure that everyone is aware of the proposed changes and timeframe for implementation.

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- In an effort to minimize the impact on the parcel owners and businesses the proposed ordinance will have an effective date of February 1st, 2017, which is approximately six months after the 3rd reading of the proposed ordinance. This will allow the owners and businesses time to prepare and update their records.
- Engineering staff will work with the USPS and local utility companies to ensure the transition is smooth.

Proposed Timeline

Letters sent to parcel owners with proposed name & timeline	Mid-June
Eng & PW staff visit businesses	Last week of June
1 st reading of ordinance	July 18 th
2 nd reading of ordinance	August 1 st
3 rd reading of ordinance	August 15 th
Street name change effective	February 1 st , 2017

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

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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

- o A couple MLs are still an issue, since the concentration given in the permit is in direct conflict with methodology
- o 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
- o 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
- o Organic and pesticide MLs have been increased in the proposed final permit and are now achievable by a contract lab

The third reading of the following Ordinance was postponed due to lack of supporting documentation.

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 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 following Ordinance was ready by title:

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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 third reading.

MOVED by Haverfield and **SECONDED** by Raymond to **pass** the preceding ordinance. The Mayor asked for a roll call vote with all councilmembers present voting **YES** The Mayor declared the ordinance duly passed, numbered it **4253** and directed the clerk to record it as required.

The third reading of the following Ordinance was postponed at the request of staff.

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; 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

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COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215. (Applicant Zoke, LLC – Nate Hosac)

The following Resolution was presented:

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. (Applicant Mark and Sheri Murray, 1906 South Powerline Road)

MOVED by Skaug and **SECONDED** by Haverfield 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 **22-2016** and directed the clerk to record it as required

MOTION CARRIED

The following Ordinance was read by title:

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. (Applicant Mark and Sheri Murray)

The Mayor declared this the first reading.

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

MOVED by Raymond and **SECONDED** by Levi to pass the preceding ordinance under suspension of rules 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 **4254** and directed the clerk to record it as required.

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The following Ordinance was read by title:

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, **MODIFYING THE ANNEXATION & ZONING DEVELOPMENT AGREEMENT** TO WHICH THAT CERTAIN REAL PROPERTY LYING WEST OF **CHICAGO STREET** AND SLIGHTLY SOUTH OF **WILDFLOWER DRIVE**, IN NAMPA, CANYON COUNTY, IDAHO, COMPRISING APPROXIMATELY 8.70 ACRES, MORE OR LESS, IS SUBJECT, DESCRIBED IN ORDINANCE NO. 3695 AND RECORDED ON MAY 11, 2007, AS INSTRUMENT NO. 2007032293, RECORDS OF CANYON COUNTY, IDAHO, SO AS TO INCORPORATE AN **AMENDED PRELIMINARY PLAT AND AMENDED CONDITIONS OF APPROVAL**; DIRECTING THE CITY PLANNING DIRECTOR TO ALTER THE USE AND AREA MAP ACCORDINGLY; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant Shaddy Grove LLC)

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 Skaug 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 **4255** and directed the clerk to record it as required.

The following Ordinance was read by title:

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS **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,

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SECTION 63-215. (Applicant Michael McCarver)

The Mayor declared this the first reading.

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

MOVED by Bruner and **SECONDED** by Haverfield 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 **4256** and directed the clerk to record it as required.

The following Ordinance was read by title:

AN ORDINANCE DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS **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. (Applicant Lori and Victor Cordell)

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 Skaug 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 **4257** and directed the clerk to record it as required.

The following Ordinance was read by title:

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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. (Applicant Matthew Phillips)

The Mayor declared this the first reading.

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

MOVED by Skaug and **SECONDED** by 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 **4258** and directed the clerk to record it as required.

Mayor Henry opened a **public hearing** for a **Byrne Justice Assistance Grant Application** for the **Nampa Police Department**.

Police Chief Joe Huff presented a staff report explaining that 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

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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.

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

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

MOTION CARRIED

MOVED by Skaug and **SECONDED** by Haverfield to **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**. 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 return of right-of-way to Nampa Medical Properties, LLP** located at the northeast corner of **Midland Boulevard** and **Lake Lowell Avenue** for **Daniel Badger** representing **City of Nampa Public Works**.

Daniel Badger presented the request and a staff report explaining that the requested vacation was for return of right of way to Nampa Medical Properties LLC 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. The property is located on the northeast corner of South Midland Boulevard and Lake Lowell Avenue and is approximately 1,075 acres or 46926.37 square feet.

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

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neighborhood opposition and the inability of the City to acquire the necessary right-of-way at the southeast corner of the intersection.

Councilmembers asked questions of staff.

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

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

MOTION CARRIED

MOVED by Haverfield and **SECONDED** by Bruner to **approve the vacation of return of right-of-way to Nampa Medical Properties, LLP** located at the northeast corner of **Midland Boulevard and Lake Lowell Avenue** 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 **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 West Railroad Street** for **Daniel Badger** representing **City of Nampa Public Works**.

Daniel Badger presented the request and gave a staff report explaining that the request is for a rezone from unzoned to IH for 37.61 acres and IL for 24.10 acres located at 100, 212, 300, 310, 360, and 0 W Railroad Street.

The proposed IH zone - City of Nampa Wastewater Treatment Plant, proposed IL zone - Street Department yard, and Fire Training Center.

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.

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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.

Councilmembers asked questions of staff.

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

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

MOTION CARRIED

MOVED by Haverfield and **SECONDED** by Skaug to **approve the 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** 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

The following Resolution was presented:

Chief Huff presented a staff report explaining that the NPD has recently decommissioned one (1) K9 patrol vehicle.

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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.

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

MOVED by Haverfield and **SECONDED** by 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 **23-2016** and directed the clerk to record it as required

MOTION CARRIED

Mayor Henry presented a request to **authorize the Mayor and Public Works Director to sign a contract with Challenger Companies, Inc. to construct the lift station #3 upgrades project.**

Nate Runyan presented a staff report explaining that 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.

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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) Irminger 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>
Total	\$ 356,495

Keller Associates have provided a recommendation to award and the Engineering Division recommends awarding the bid to Challenger Companies, Inc.

Councilmembers asked questions of staff.

MOVED by Haverfield and **SECONDED** by Bruner to **authorize the Mayor and Public Works Director to sign a contract with Challenger Companies, Inc. to construct the Lift Station #3 Upgrades project.** The Mayor asked for a roll call vote with all Councilmembers voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **authorize the Mayor and Public Works Director to sign a contract with Pavement Specialties of Idaho, Inc. (PSI) to construct the WWTP drying bed & drying pad repairs project.**

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Nate Runyan presented a staff report explaining that 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).

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

Mayor Henry presented a request to **authorize** the Mayor to sign a release of Non-Development Agreement for Specified Lots in Sands Pointe Subdivision No. 8.

Nate Runyan presented a staff report explaining that the Developer of Sands Pointe Subdivision No. 8 entered into a non-development agreement for a portion of the final plat.

- a) 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.

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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.

MOVED by Haverfield and **SECONDED** by Levi to **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. 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** “*No Parking*” Zones on **Birch Lane** and **11th Avenue North**.

Jeff Barnes presented a staff report explaining that 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):

- 1st Street North—11th Avenue North to Railroad Street (Shared Use Lanes)
- 16th Avenue North—2nd Street North to Garrity Boulevard (Shared Use Lanes)
- Karcher Road—Madison Avenue to End of Cul-de-sac (Shared Use Lanes)
- 6th Street North—16th Avenue North to 4th Avenue North (Shared Use Lanes)
- 11th 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).

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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 (11th Avenue North to Idaho Center), 11th Avenue North (Stampede Drive to Centennial Drive) and 16th Avenue North (7th 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.

Councilmembers asked questions of staff concerning the safety of a shared lane with bikes and vehicles.

MOVED by Haverfield to authorize establishment of “No Parking” zones on Birch Lane (11th Avenue North to Idaho Center), 11th Avenue North (Stampede Drive to Centennial Drive), 16th Avenue North (7th 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.

COUNCILMEMBER HAVERFIELD WITHDREW HIS MOTION.

MOVED by Haverfield and **SECONDED** by Skaug to authorize establishment of “No Parking” zones on Birch Lane (11th Avenue North to Idaho Center), 11th Avenue North (Stampede Drive to Centennial Drive), 16th Avenue North (7th 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

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striping improvements. 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.

The Mayor declared this the first reading.

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

MOVED by Skaug and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES** The Mayor declared the ordinance duly passed, numbered it **4259** and directed the clerk to record it as required.

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

MOVED by Haverfield and **SECONDED** by Bruner to **approve** the **Summary of Publication** for the preceding ordinance The Mayor asked all in favor say aye with all councilmembers present voting **AYE** The Mayor declared the

MOTION CARRIED

The following Ordinance was read by title:

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

The Mayor declared this the first reading.

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

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MOVED by Raymond and **SECONDED** by Skaug 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 **4260** and directed the clerk to record it as required.

The following Ordinance was read by title:

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.

The Mayor declared this the first reading.

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

MOVED by Skaug and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules and the Summary of Publication. The Mayor asked for a roll call vote with all councilmembers presented voting **YES** The Mayor declared the ordinance duly passed, numbered it **4261** and directed the clerk to record it as required.

Mayor Henry presented a request to **authorize** the **Mayor** to **sign** a **task order** with **T-O Engineers for Construction Management for Midway Park Phase I**.

Parks and Recreation Director Darrin Johnson presented a staff report explaining that the Nampa Parks and Recreation is requesting City Council approve construction management services from T-0 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.

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Parks and Recreation has negotiated with T-0 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.

MOVED by Haverfield and **SECONDED** by Bruner to **authorize the Mayor to sign a task order for Midway Park Construction Management with T-0 Engineers** for the amount of **\$53,188**. 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 **declare a portion of 1710 Middleton Road as surplus property**, or not used for public purpose, and **authorize advertisement of public hearing** for sale of property via public auction.

Nate Runyan presented a staff report explaining that 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.

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.

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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.

MOVED by Bruner and **SECONDED** by Haverfield to declare a portion of property at 1710 Middleton Road surplus or not used for public purpose, and 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 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 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.

Nate Runyan presented a staff report explaining that 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

- o 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.

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MOVED by Haverfield and **SECONDED** by Bruner to **authorize the Mayor to sign Agreement to Waive First Right of Refusal and Terminate Lease with James Davies dated July 1, 2007, and Authorize Mayor to sign Nampa Municipal Airport Land Lease Agreement with Patricia Nardi, effective June 6, 2016, for Lot 2365, and Authorize Mayor to sign Memorandum of Lease for Recording agreement with Patricia Nardi, effective June 6, 2016, for Lot 2365.** 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 Second, Five Year Fixed Base Operation Lease Agreement with AvCenter, Inc., for Terminal Building and Operations Area at Nampa Municipal Airport.**

Nate Runyan presented a staff report explaining that on May 16, 2006, AvCenter, Inc., signed a five year lease for the terminal building at the Nampa Municipal Airport.

- o The lease included three, five year renewal options.
- o 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).

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

MOTION CARRIED

The following Resolution was presented:

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City Attorney Maren Erickson presented a staff report explaining that legislation is house bill 443 and it will become effective July 1, 2016. It separates and defines permanent records and distinguishes them from Historical records. In the past permanent records were not able to have the retention to be electronic and now they are allowing permanent records to be electronically retained and the only distinction that they are going to make is that we have send some sort of notice to the Idaho Historical Commission and then they will approve retaining the records electronically if they are historical they will say no don't get rid of them keep a hard copy and then we will retain then in a hard copy if it is a historical record.

**RESOLUTION AUTHORIZING THE APPROVAL OF AMENDMENTS AND REVISIONS
MADE TO THE CITY OF NAMPA RECORDS POLICY.**

MOVED by Bruner and **SECONDED** by Levi 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 **24-2016** and directed the clerk to record it as required

MOTION CARRIED

The Mayor adjourned the meeting at 7:46 p.m.

Passed this 6th day of June, 2016.

MAYOR

ATTEST:

CITY CLERK

SPECIAL COUNCIL

June 2, 2016

The Mayor called the meeting to order at 3:30 p.m. in the Council Chambers

The roll of the Council was taken with Councilmembers Skaug, Levi, White, Bruner, Raymond present. Councilmember Haverfield was Absent.

Also in attendance were: Community Development Specialist Janae Mitchell, Development/Ops Manger, Jennifer Vanderpool; Administrative Coordinator for Parks, Carolyn Murray; Engineer in Training, Clemente Salinas.

Mayor Henry presented a request to **approve the late beer and wine license** for the following: **Buffalo Wild Wings**, 2101 North Cassia Suite 2111, on-premise beer, wine and liquor; **Fraternal Order of Eagles**, 118 11th Avenue North, on-premise beer, wine and liquor; **TNT Dynamite Bar & Grill**, 16 12th Avenue South Suite B107, on-premise beer and wine; **Alejandra's Mexican Restaurant**, 1509 Caldwell Boulevard, on-premise beer and wine; **Barb's Down the Road Tavern**, 400 North Kings Road #34, on-premise beer, wine and liquor; **Burnt Lemon Grill**, 732 Caldwell Boulevard, on-premise beer and wine.

MOVED by Skaug and **SECONDED** by Bruner to approve the late alcohol licenses as presented. 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 **designate voting delegate and alternate** for the **Association of Idaho Cities** annual meeting.

MOVED by White and **SECONDED** by Skaug to **designate Mayor Henry** as the voting delegate and **Councilmember Raymond** as the alternate voting delegate. Mayor asked all in favor say aye with all Councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

The Mayor explained the purpose of the meeting was the **presentation on the Community Development Block Grant (CDBG) projects**.

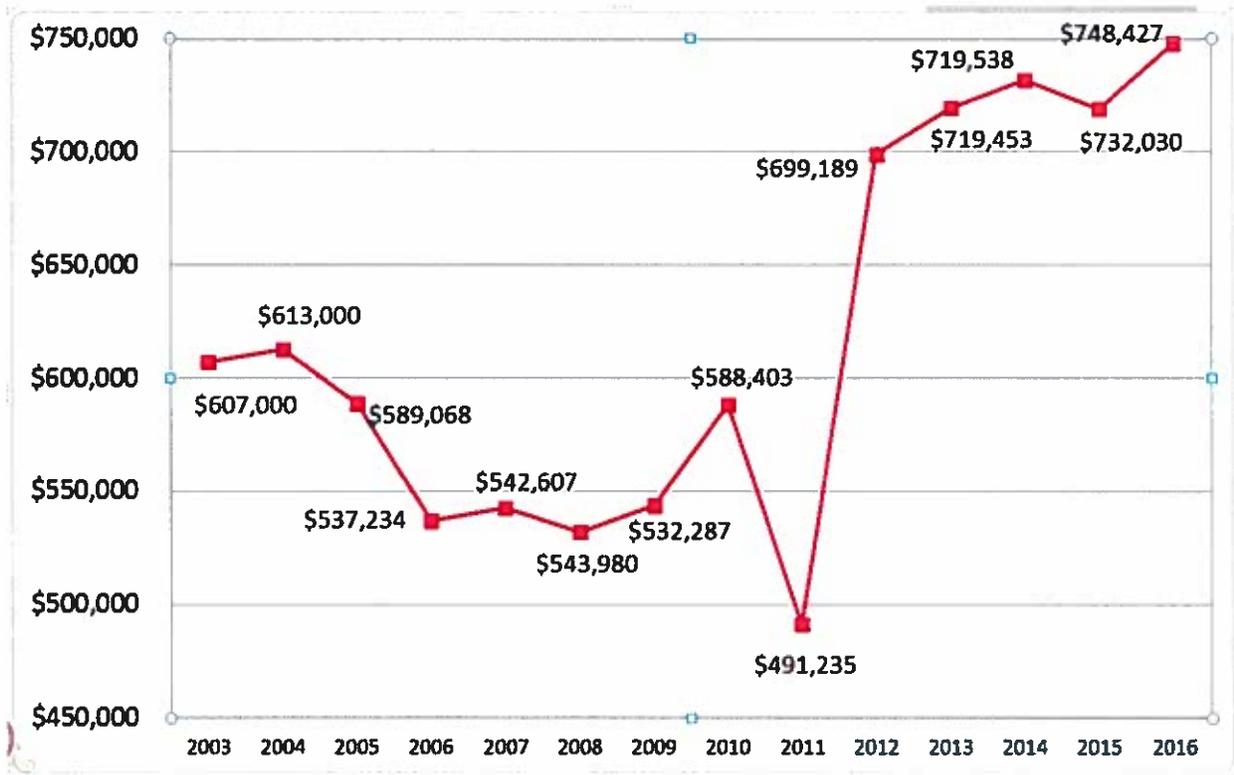
Community Development Project Manager Jennifer Yost presented a staff report explaining that the Community Development Block Grant (CDBG) Program was authorized under Title I of the Housing and Community Development Act of 1974 to:

- Provide annual grants on a formula basis to local and state governments
- Provide communities with resources to address unique community development needs
- Develop viable communities by:
 - Providing decent housing
 - Creating a suitable living environment

- Expanding economic opportunities

The City of Nampa receives federal Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development.

- Funding is divided between entitlement communities and state programs



Historic Appropriation levels

Fiscal Year	National CDBG Budget	Nampa CDBG Budget	Notes
2010	3,948,218,000	588,403	American Recovery Act additional funding
2011	3,302,950,000	491,235	16.5% cut across the board
2012	2,948,090,000	699,189	Formula Change to use American Community Survey with small annual changes rather than large changes every 10 years.
2013	3,780,195,000	719,538	
2014	3,030,000,000	732,030	
2015	3,000,000,000	719,453	
2016	3,000,000,000	748,427	

All programs must meet HUD National Objectives

Special Council
June 2, 2016

- Benefit primarily Low- Moderate-Income persons (70%+ of expenditures over 3 year period)
 - Area
 - Limited clientele
 - Housing
 - Jobs
- Prevention/elimination of slum & blight
- Urgent Need – Usually associated with Disasters.

5 Year CDBG Consolidated Plan

Purpose:

- Identify housing and community development needs, priorities, goals and strategies
- Stipulate how funds will be allocated to housing and community development activities

Nampa's current plan covers Program Years 20012-2016.

- These presentations are Program Year 2016

Consolidated Plan Goals & Objectives

1. Commercial & Residential Revitalization
2. Permanent, quality affordable housing
3. Homeowner housing rehabilitation program
4. Explore rental housing rehabilitation program
5. Continue to fund and support social service providers
6. Promote Job Creation & Economic Development
7. Reduce homelessness

Funding Priorities – High Priority Funding

- Improve/rehabilitation of Residential housing
- Neighborhood stabilization and revitalization
- Job Creation/economic development
- Extremely affordable rentals & transitional housing
- ADA improvements in housing and public infrastructure

Funding Priorities – Medium Priority Funding

- Ownership of existing housing stock
- Social service operation support for organizations assisting special needs populations
- Support for homeless and at-risk of homeless service providers
- Improvements to public infrastructure systems (not specific to ADA)

Funding Priorities – Low Priority Funding

- Construction of new single family housing units
- Construction of new homeless shelters, except for transitional housing

- Programs that serve higher income segments of the low- to moderate income population (51 to 80 percent; 80 percent and higher).

Low & Moderate Income Objectives – Most common objective is Low and Moderate Income

- At least 51% of program beneficiaries must be low or moderate income
 - HUD defines low income as household income equal to or less than 50% of median income
 - HUD defines moderate income as household income equal to or less than 80% of median income

2016 HUD Income Limits

Number in Household	Extremely Low Annual (30% of median)	Very Low Annual (50% of median)	Low Annual (80% of median)
1	\$13100	\$21850	\$34950
2	\$16020	\$25000	\$39950
3	\$20160	\$28100	\$44950
4	\$24300	\$31200	\$49900
5	\$28440	\$33700	\$53900
6	\$32580	\$36200	\$57900
7	\$36,730	\$38700	\$61900
8	\$40890	\$41200	\$65900

Major Categories

- Housing
- Non-housing Real Property
- Public Facilities/Improvements
- Public Services
- Economic Development
- Assistance to Community Based Development Organizations (CBDO)
- Administration & Planning
- Other

CDBG Eligible Public Service/Activities – including but not limited to:

- Services for homeless persons
- Drug abuse counseling & treatment
- Services for victims of domestic violence

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June 2, 2016

- Services for persons with HIV/AIDS
- Services for persons with disabilities
- Child care
- Healthcare
- Job training
- Fair Housing activities
- Services for senior citizens

CDBG Eligible Housing/Community Activities

- Acquisition
- Demolition & Clearance of sites in preparation of another activity
- Reconstruction/rehabilitation of housing or other property
- Design & Construction of public facilities & infrastructure improvements
- Assistance to low-income homebuyers in purchasing a home

CDBG Ineligible Activities

- Completely Ineligible Activities
 - Buildings used for the general conduct of gov't
 - General government expenses
 - Political activities
- Generally Ineligible Activities
 - Purchase of equipment
 - Operating and maintenance expenses
 - Construction of new permanent residential structures
 - Direct Income Payments

CDBG Funding Categories

- Completely Ineligible Activities
 - Buildings used for the general conduct of gov't
 - General government expenses
 - Political activities
- Generally Ineligible Activities
 - Purchase of equipment
 - Operating and maintenance expenses
 - Construction of new permanent residential structures
 - Direct Income Payments

CDBG Funding

- \$748,427 is expected for Program Year 2016.
- Approximately 149,685 is available for Administration, oversight and monitoring of the CDBG Program
- Approximately \$598,742 is available for allocation for all Projects (City & Public)
 - **\$112,000** available for Public Service
 - **\$486,700** available for Non-Public Service.

Process Timelines

Description	Dates
Request for Applications for CDBG PY2015 Published	March 21, 2016
CDBG Application Workshop	March 22, 2016
Application for CDBG Due to City of Nampa	May 9, 2016, 5:00pm
City Council - Applicant Presentations	June 2, 2016
CDAC & Staff Meeting – Discuss & Rank Applications	May – June 2016
City Council Allocation Decision	June 20, 2016
Draft Action Plan Developed	June 2016
Comment Period	July 2016
Public Hearing on Final Action Plan	August 1, 2016
Action Plan Submitted to HUD	August 15, 2016
Sub-Recipient Orientation Workshop	September 2016
Funding Available	October 1, 2016*

The City of Nampa receives Community Development Block Grant funds every year from the federal government to be used for community development in our city, most specifically to develop and sustain resources that benefit low and moderate income persons and to aid in the prevention or elimination of slums or blight. I have included information outlining the eligible uses of CDBG funding.

Every year we put out a call for applications. This year we continued with the on-line application program used last year. This process requires all applications from the public and City Departments, including those from Economic Development/Community Development staff. This year we received a total of 14 applications, inclusive of CDBG Administration and Planning. They were reviewed for eligibility before being invited to make presentation to City Council. They were not scored by the review committee prior to the presentations. This process allows for the review committee to incorporate information obtained from the presentations into the review and scoring process. Following the presentations, all reviews of the applications will be finalized and scored (based on goals/outcomes, benefit to low and moderate-income persons, need, planning, capacity, leveraging of funds, project schedule and budget) by the committee members.

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June 2, 2016

Any application receiving less than 50 points (out of a possible 100) will automatically be eliminated.

The applicants are required to complete a variety of questions, including project description and a budget. Instead of sending the entire application submitted we have attached select questions/pages for your review. I can provide a copy of the entire application at any time if you desire to read any or all of the applications prior to the Council Meeting for funding allocation on June 20th.

The applications are divided into two categories, Public Services and Housing/ Community Development (Non-Public Service). Due to federal mandates we are only able to allocate a maximum of 15% of our entitlement funds to Public Services and the remainder to Housing/Community Development. However, the City may chose to allocate less than maximum 15% to Public Services; per guidelines adopted by City Council the maximum allocated to Public Service will be reduced to 13% if a public service applicant is funded that generates Program Income. Program Income is defined as fees or donations that are generated as a direct result of CDBG funding; this would be money that is accepted directly from beneficiaries as a result of the service provided or accepted at time of service delivery. Please note that we have approximately \$112,000 (\$97,295 at 13%) available for Public Services and approximately \$486,000 available for Housing and Community Developments.

All of the applicants have been invited to the workshop on Thursday to make a presentation (maximum of 3 minutes) and to answer any questions you may have as well as those generated by the review committee. No decisions will be made during the Council Workshop on June 2nd. Funding recommendations from the review committee shall be made at the Council Meeting on June 20th. Following the allocation decision on June 20th, the 2016 CDBG Action Plan will be completed and available for a 30- day public comment period. A Public Hearing is scheduled for the City Council meeting on August 1, 2016 when you will be asked to adopt the one-year 2016 CDBG Action Plan and authorize it's for submittal to the US Department of Housing and Urban Development.

The following presentations were made for the **Public Service Projects**: *CATCH of Canyon County* – CATCH, Inc., Wyatt Schroeder; *Meals on Wheels* – Saint Alphonsus Medical Center – Nampa, Tonia Bellegante; *Community Family Shelter* – Salvation Army, Maureen Lawlis; *Emergency Rent and Mercy Assistance* – Jesse Tree – Crista Beck

The following presentations were made for the **Non-Public Service Projects**: *Colorado Gardens* – Northwest Real Estate Capital Corp, John Vance; *Creekbridge Apartments* – Community Development Inc., Corey Checketts.

The following presentations were made for **City of Nampa Projects**: *2017 CDBG Downtown Improvements* – Public Works, Streets, Clemente Salinas; *2017 CDBG Old Nampa Neighborhood Pedestrian* - Ramps, Public Works, Street Department, Clemente Salinas; *ADA Improvements II to Parks* - Parks and Recreation Department, Jennifer Vanderpool; *Downtown Historic Facades* - Economic/Community Development, Jennifer Yost; *Brush Up Nampa Administration* – Economic/Community Development, Jennifer Yost; *Housing Loan Programs* –

Special Council
June 2, 2016

Economic/Community Development, Jennifer Yost; *Administration & Planning,*
Economic/Community Development, Jennifer Yost.

The Mayor adjourned the meeting at 5:05 p.m.

PASSED this 20th day of June, 2016.

MAYOR

ATTEST:

CITY CLERK

**SPECIAL NAMPA AIRPORT COMMISSION
MAY 19, 2016**

The meeting was called to order at 5:30 pm by Chairman Mark Miller

Roll Call:

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

Proposed amendments to the agenda; None

MOVED by Sperry, and seconded by Clark to **approve the minutes** for the **Regular** meeting of March 14, 2016 and the **Special** meeting of April 13, 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; The segmented Circle is in need of erosion repair.
- AIP-27 Environmental Study RPZ 11- The Grant Offer was received May 10th, the FAA requested acceptance by May 27th. Because of the time restraint, staff requested authorization at the May 16 City Council meeting; The City has begun the process for acquiring the Runway 11 RPZ property.
- Miscellaneous; TNT Dynamite Grill notified staff they will not be renewing their lease, their final day is June 30; East side Hangar development – dispute between the developer and the builder has resulted in a lien being filed by the builder; Weed/Rodent Control is ongoing; No unauthorized vehicles; NOTAMS, crane west of airfield.

Grant Report:

AIP-27 (Phase 1 Environmental Study for Purchase of Land in the Runway 11 RPZ) – Tom Lemenager, J.U.B. Engineers, updated the Commission on our next AIP project; Planning for the Environmental Assessment for the Land Purchase in the runway 11 RPZ (runway protection zone). The project is underway; JUB has met with the City and is aware of the notification process with the Landowner. A meeting has been held with the City, Airport Staff, J.U.B. and the landowner. Marti Hoge and Vince Barthels, of J.U.B. Engineers, have been able to tour the property and were able to develop a baseline for wildlife, wetlands, water and lands.

The FAA is also requesting a Runway Protection Zone (RPZ) Alternative Analysis. When the City analyzed the Overland Road corridor the RPZ was also analyzed. J.U.B has received those documents from Claire Bowman with the City of Nampa. Some of the alternatives identified at that time; do nothing, shift the 29 end, or re-align roads. J.U.B. will continue forward with the RPZ alternative analysis.

At this time, J.U.B. has ordered the title report for the property in question and will then contact the property owner to schedule another site visit.

SPECIAL NAMPA AIRPORT COMMISSION
MAY 19, 2016

AIRPORT BUSINESS

Request from Todd Hitchcock to remove the parking lot from his lease – Todd Hitchcock, 3212 Port Street, Nampa, addressed the Commission. Mr. Hitchcock reported under the current Master Plan, the parking lot north of his hangar will sit under a runway protection zone for a second runway and the FAA will not allow anything to be built in that location. He would like to know if this second runway will stay in the next Master Plan.

The Airport Superintendent reported the next master plan is scheduled for 2018. A master plan update takes about 18 months.

Tom Lemenager, J.U.B. Engineers, reported the second runway that currently shown on the Master Plan is outside of the 20 year planning period. When the master plan was completed, the forecast at that time indicated the need for a second runway in just over 20 years.

Mr. Hitchcock understands under the current master plan the FAA will not approve a building in that location. As a result he would like to remove the parking lot, 62' x 150', from his lease. He would like to amend his current lease to do this. He does not want to lose his lease rate. If he modifies his lease he will be charged the new higher lease rate which will result in him paying more for the leased land.

J.D. Heithoff, J.U.B. Engineers, indicated if a new hangar is built in the location in question, without the FAA's authorization, the FAA will not participate in the purchase of the improvement in the event a second runway were to be constructed.

Mr. Hitchcock asked if the FAA would authorize a temporary building. The Commission discussed this idea and felt if the FAA were to approve a temporary building our lease for the improvement could be limited in the number of years and have a condition that the building would have to be removed at the end of the lease.

The Commission requested the Airport Superintendent contact the FAA to discuss the option of a temporary building. Mr. Hitchcock would like to participate in the conversation with the FAA. The Superintendent also indicated he would like J.U.B. to be involved in this discussion.

Mr. Hitchcock indicated he will wait for more input from the FAA on whether a temporary building would be allowed.

Authorize the Mayor to sign 5 year Fixed Base Operator Lease with AvCenter for the Terminal building and Ramp / Shade Hangars – The Airport Superintendent presented the Commission with the lease agreement for AvCenter. The Commission discussed the lease.

MOVED by Sperry and seconded by Clark;

The Airport Commission hereby recommends the City Council Authorize the Mayor to sign the 5 year Fixed Base Operator Lease with AvCenter for the Terminal building and Ramp/Shade Hangars.

MOTION CARRIED

**SPECIAL NAMPA AIRPORT COMMISSION
MAY 19, 2016**

Authorize Mayor to sign First Amendment to the Lease and Memorandum of Amendment with Two Millers Holdings, LLC (Mark Miller) for Lot 2234 – Chairman Miller recused himself, as he is a member of Two Millers Holdings, LLC. The Commission then tabled this item until the next meeting as a quorum is not present for this topic.

Request from James Davies; has received an offer to purchase the hangar improvements on Lot #2365 from Patricia Nardi; Agreement to Terminate Lease with James Davies for Lot #2365 dated 07-01-07; contingent on sale of hangar and lease approval for Patricia Nardi effective June 6, 2016; Approve new Standard Land Lease and Memorandum of Lease with Patricia Nardi for Lot #2365 for a 50'w x 30'd hangar; term of agreement 06-06-2016 to 06-30-2036. – The Airport Superintendent presented the hangar sale. The Commission discussed the sale and first right of refusal option.

Commissioner Sperry MOVED 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 James Davies dated 07-01-07 and sign a new Standard Land Lease and Memorandum of Lease with Patricia Nardi effective June 6, 2016.

MOTION CARRIED

Airport Commission Budget Review – The Airport Superintendent presented the FY 17 budget to the Commission.

Chairman Miller indicated he had reviewed the budget and it appears to be very similar to the preliminary budget that was presented to the Commission in May.

The Public Works Director indicated the biggest change is adding a third employee.

The Commission discussed the FY 17 budget.

MOVED by Sperry and seconded by Clark;

The Airport Commission hereby approves of the FY17 Budget as presented.

MOTION CARRIED

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

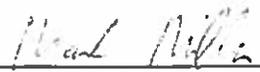
MOTION CARRIED

Chairman Mark Miller adjourned the meeting at 6:07 PM

Passed this 13th day of June, 2016



AIRPORT SUPERINTENDENT, SECRETARY



COMMISSION CHAIRMAN

CONSENT TO BID

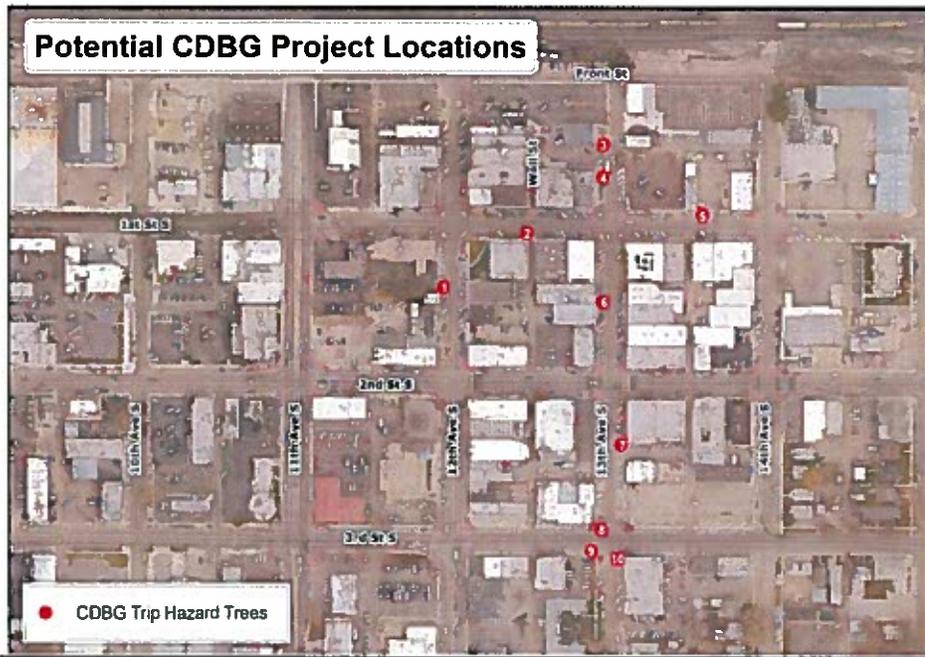
2016 CDBG DOWNTOWN SIDEWALK & TREE REPLACEMENT PROJECT

- There are an additional 10 tree wells that are located at corners, alleyways, driveways, and midblock with tree related hazards (see Exhibit A). These contain brick work under the revised Streetscape plan. CDBG grant monies can be used for this cost.
- Engineering was asked by Council to come back at a future time, after the Downtown Business Association had ranked the additional 10 trees, to request approval to move forward with a separate future CDBG project. The Downtown Business Association chose to rank the rebuild location as 1, 2, 6, 5, 3, 4, 7, 8, 9, and 10. Engineering returned on April 4th for direction on moving forward with design.
- Council directed Engineering to move forward with design of the top seven ranked locations per budgeted money. CDBG budget is \$229,000.
- T-O Engineers has completed design of the tree well locations. Daily construction observation will be provided by HDR as part of the master agreement with the city.
- T-O Engineers has provided an engineer's estimate and the Engineering Division recommends proceeding with the formal bidding process.

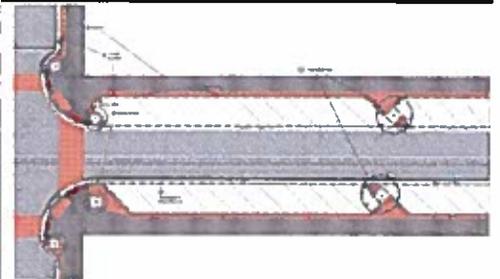
Engineering Task Order Remaining	\$	38,250
Construction Estimate	\$	51,000
Construction Observation Estimate (7%)	\$	3,750
Total	\$	92,820

- With the remaining grant money Engineering has asked T-O to provide an estimate for costs to design and construct the final rebuild locations that were ranked by the Downtown Business Association. Upon this bid award we will evaluate the final dollars and construct as monies allow in fall or spring of next year.

REQUEST: Council authorization for Engineering to proceed with the formal bidding process for the Downtown Sidewalk and Tree Well Projects.



Downtown Historic District Streetscape Details

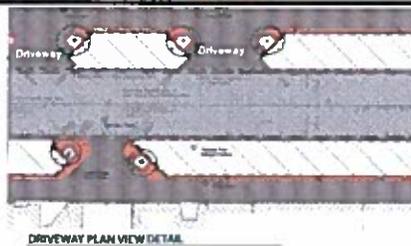


PLAN VIEW WITH MID-BLOCK BULB-OUTS
*Details shown are for reference of aesthetics and are not a true representation of street widths or street design

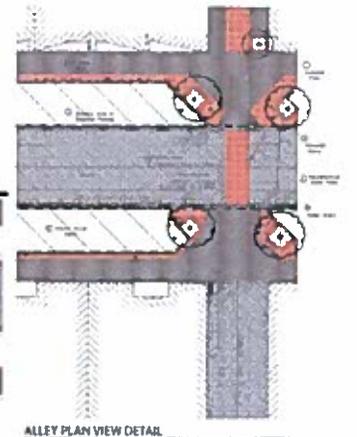
Downtown Business Association Project Ranking

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

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



DRIVEWAY PLAN VIEW DETAIL



ALLEY PLAN VIEW DETAIL



CONSENT TO BID

FY16 PAVEMENT MARKING & SIGN INSTALLATION

- 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.
- A study was conducted that evaluated pavement markings within the FY-16 Zone A and determine if any modification or additions could be accomplished to improve safety, efficiency, and multimodal accessibility.
- City Council authorized no parking zones within the established bike lanes on 6/6/2016.
- Recommended additions include installing shared lane markings at the following locations:
 - 1st Street North between 11th Avenue North and East Railroad Street
 - 16th Avenue North between 2nd Street North and Garrity Boulevard
 - East Karcher Road between North Franklin Boulevard and End of Cul-de-sac)
 - 11th Avenue North between Garrity Boulevard and East Comstock Avenue)
 - 11th Avenue North between Centennial Drive and Birch Lane)
 - 4th Avenue North and 3rd Avenue North between 6th Street North and North Franklin Boulevard)
- Recommended additions include installing bicycle lanes at the following locations:
 - 11th Avenue North between East Comstock Avenue and Centennial Drive
 - Birch Lane between
- The City of Nampa Streets Division requested a contract to supplement their staff in the interest of completing the installation of pavement markings and signs in a timely manner.
- Estimated project costs are \$100,000.
- Funding is from the FY16 Streets Pavement Management budget.
- Construction includes installing shared pavement markings, bike lane markings, and additional signage to increase multimodal accessibility and safety.
- Engineering Division recommends authorization of this bid process.

REQUEST: Council authorize Engineering Division to proceed with the formal bid process for the FY16 Pavement Marking and Sign Installation.

CONSENT TO BID
STORM WATER REPAIRS – TAFFY DR. AT CARMEL CT.
AND 67 PEPPERMINT

- A major storm in 2013 caused flooding and wash outs at 29 locations within the City. Currently all emergency and/or imminent life safety repairs have been made. The remaining repairs will be addressed in the annual Asset Management cycle.
- The collection swale on Taffy Drive (Exhibit A) was constructed in 2003 to handle storm water from the Sugar Manor Subdivision No. 6 development. Over time the swale has filled in and eroded and can no longer function as intended. Additionally the swale is causing erosion damage to the adjacent pathway along Indian Creek.
- The Peppermint Drive storm water detention pond (Exhibit A) was constructed in 1993 to maintain pre-development discharge to Indian Creek with the Sugar Manor Subdivision No. 3 development. Over time the pond has filled in and it cannot contain an adequate volume of storm water. Additionally the collection system is deficient and prone to clogging which can cause flooding in the street.
- Mason and Stanfield Inc. (M&S) has completed design and the project is ready to bid. M&S will assist the City with bidding and construction requests for information. Construction observations will be performed by HDR under a master agreement with the City.
- The Stormwater Repairs projects have an approved FY16 Streets Division budget of \$350,000.

Engineering	\$ 40,958
<i>Construction Services Estimate</i>	<i>\$ 25,000</i>
<i>Construction Estimate</i>	<i>\$ 180,000</i>
Total	\$ 245,958

- M&S has provided an engineer’s estimate and the Engineering Division recommends proceeding with the formal bidding process.

REQUEST: Authorize the Engineering Division to proceed with the formal bidding process for the Storm Water Repairs – Taffy Dr at Carmel Ct And 67 Peppermint project.



CONSENT TO BID ZONE B PIPE REPAIRS-CIPP

- Each year as part of the City's Asset Management program the Wastewater Division identifies sanitary sewer lines and infrastructure that are in need of rehabilitation or replacement.
- For FY16 the Wastewater Division identified 2,400 feet (0.45 miles) of sanitary sewer line in need of rehabilitation (Exhibit A). The rehabilitation method used for this project is Cured-in-place pipe (CIPP). CIPP is a specialized form of rehabilitation that is cost effective while reducing construction impacts.
- JUB Engineers, Inc. (JUB) has completed design and the project is ready to bid. JUB will assist the City with bidding and construction requests for information. Construction observations will be performed by HDR under a master agreement with the City.
- The Zone B Pipe Repairs-CIPP project has an approved amended FY16 Wastewater Division budget of \$450,000.

Engineering	\$ 49,799
<i>Construction Observation Estimate</i>	\$ 26,000
<i>Construction Estimate</i>	\$ 260,000
Total	\$ 335,799

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

REQUEST: Authorize the Engineering Division to proceed with the formal bidding process for the Zone B Pipe Repairs-CIPP project.

By Resolution
Declare Pump as Surplus Property for Wastewater Division

- Wastewater Division has identified the pump at Lift Station No. 19 as damaged beyond repair
- A replacement pump was purchased to meet performance and operational needs
- Wastewater staff request the following asset be declared as surplus property in order to facilitate disposal:

Item	Item No.	Estimated Value
ABS Submersible Pump	M185/4-3Y.60	\$0

- Staff recommends recycling the damaged pump for scrap

REQUEST: Approve Resolution authorizing the declaration and disposition of City owned surplus property from Wastewater Division.

RESOLUTION NO. 25-2016

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. 26-2015, implementing City policy to declare personal property surplus and to provide for its disposal through sale, transfer, recycling, discarding, destruction, or exchange; and

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

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

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

1. That the attached listed property shall be disposed of under the direction and supervision of the City Clerk, and in accordance with City policy.
2. The staff of the City of Nampa is hereby authorized to take all necessary steps to carry out the authorization provided by this Resolution.

RESOLVED this 20th day of June, 2016.

Approved:

MAYOR ROBERT HENRY

ATTEST:

City Clerk

**CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST**

Permission is hereby requested to dispose of the following personal property declared surplus by the Council. Disposal will be in a manner meeting the best interests of the City and in accordance with Idaho Code and City Resolution No. 25-2015.

Disposal Method Code	Use Category	Qty.	Description of Item	Cond. Code	Estimated Value
04		1	ABS Submersible Pump	U	\$0

Disposal Method Codes:

Condition Codes:

- | | | | |
|----|--|---|------------|
| 01 | Transfer to another agency or department | E | Excellent |
| 02 | Public Sale (Auction or sealed bid) | G | Good |
| 03 | Leased property turned back | F | Fair |
| 04 | Recycle or sell for scrap | R | Repairable |
| 05 | Unusable – ship to local dumpsite | U | Unusable |
| 06 | Other: _____ | | |

Requesting Department: Public Works Department – Wastewater Division		Received By:	
Requesting Person Name (Print): Andy Zimmerman, WWTP Superintendent		Date Received:	
Requesting Person Signature: 	Date: 8/10/16		

BID AWARD
FORD IDAHO CENTER – PARKING IMPROVEMENTS PHASE 3A

- Facilities Development, as part of Building Safety and Facilities Development, is charged with maintaining City property. Facilities Development has completed the bidding process for the Ford Idaho Center – Parking Improvements Phase 3A project. Phase 3A is the Seal Coating, Pavement Repair and Parking Stall Striping project at the Ford Idaho Center. This phase will be for Areas 1, 2, 3, 4, & 5 of the parking lot.
- The project will be funded from the Stampede Board of \$50,000 and the City of Nampa will be funding \$250,000 from approved budget.
- Facilities held a bid opening on June 2, 2016 and received (3) bids from:
 - 1) Hawkeye Builders, Inc.
 - 2) Boswell Asphalt Paving Solutions, Inc.
 - 3) Pavement Specialties of Idaho, Inc.

- Pavement Specialties of Idaho, Inc. was determined to be the lowest responsive bidder at \$119,923.20:

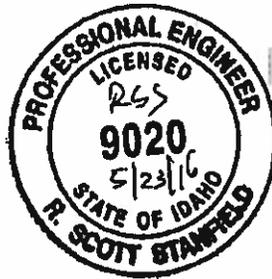
Base Bid	\$ 54,109.22 (seal coat and pavement stall markings)
Alternate A	\$ 15,699.61 (repair, seal coat, pavement stall markings)
Alternate B	\$ 50,114.37 (seal coat and pavement stall markings)

Total Bid \$119,923.20

- Contract is anticipated to begin in June, 2016.
- Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.
- Bids received have been reviewed, licenses verified, and recommend award go to Pavement Specialties of Idaho, Inc.

REQUEST: Council award bid, and authorize Mayor to sign contract with Pavement Specialties of Idaho, Inc. for the Ford Idaho Center – Parking Improvements Phase 3A project in the amount of \$119,923.20.

CITY OF NAMPA, IDAHO
2016 IDAHO CENTER PARKING IMPROVEMENTS
PHASE 3A
PROJECT MANUAL



BID FORM
CITY OF NAMPA
 2016 Idaho Center Parking Improvements, Phase 3A

THIS BID IS SUBMITTED TO:

DELIVER or MAIL TO:

City of Nampa
 Facilities Management
 310 13th Ave. So.
 Nampa, ID 83651

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Signature or Initial</u>
<u>1</u>	<u>5/23/16</u>	<u>KL</u>
<u>2</u>	<u>5/27/16</u>	<u>KL</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder has examined the 2016 Idaho Center schedule of events and is satisfied with his ability to perform the Work within the time indicated.
- D. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- E. Bidder has visually studied (or assumes responsibility for having done so) the Site and understands conditions which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequence, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and progress incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at

6. BID SCHEDULE BASE

Description: Areas 1, 3 & 4. Seal coat (~~538,000 approximate square feet~~), pavement repair Area 4 two locations, crack repair Areas 4, and all pavement stall markings

Lump Sum Price: \$ 54109.22

7. BID SCHEDULE ALTERNATE A

Description: Area 2. Pavement repair (~~6,000 approximate square feet~~), Seal coat (~~105,000 approximate~~) and all pavement stall markings

Lump Sum Price: \$ 15699.61

8. BID SCHEDULE ALTERNATE B

Description: Area 5. Seal coat (~~107,000 approximate square feet~~), pavement repair and all pavement stall markings

Lump Sum Price: \$ 50114.37

10. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement

11. Bidder agrees to comply with Idaho Code 44-1006, regarding employment of Idaho residents.

12. The following documents are attached to and made a condition of this bid:

A. Required Bid security

B. Bidder shall include in his Bid, his name, address, and Idaho Public Works Contracts License Number

SUBMITTED on May 31, 2016.

Idaho Public Works Contractor License No. PWC-C-14890-AA-2
~~RCF-3089-KL~~

Expiration Date 12-31-16.

An Individual

Name (typed or printed): _____
By: _____ (SEAL)
(individual's signature)
Doing business as: _____
Business address: _____

Phone No.: _____ FAX No.: _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)
By: _____
(Signature of joint venture partner – attach evidence of authority to sign)
Name (typed or printed): _____
Title: _____
Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)
By: _____
(Signature – attach evidence of authority to sign)
Name (typed or printed): _____
Title: _____
Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: Patent Specialties of Idaho (SEAL)

By: [Signature]
(Signature – attach evidence of authority to sign)

Name: (typed or printed): Keith Lewis

Title: President

Attest [Signature]
(Signature of Corporate Secretary)



Business address: 4850 Henry Street
Boise Idaho 83709

Phone No.: 208-322-7000 FAX No.: 208-562-0853

State of Incorporation: Idaho

Type (General Business, Professional, Service, Limited Liability) General Business

Date of Qualification to do business is 2-10-01

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

BID BOND

BIDDER (Name and Address):

Pavement Specialties of Idaho, Inc.
4850 Henry Street
Boise ID 83709

SURETY (name and Address of Principal Place of Business):

Old Republic Surety Company
P. O. Box 1635
Milwaukee WI 53201-1635

OWNER (Name and Address):

City of Nampa
411 3rd Street South
Nampa ID

BID:

BID DUE DATE: May 31, 2016

PROJECT: (Brief Description Including Location):

2016 Idaho Center Parking Lot Improvements, Phase 3A Bid No. 050516

BOND:

BOND NUMBER: Bid Bond
DATE: (Not later than Bid Due Date): May 31, 2016
PENAL SUM: 5% Five Percent of Amount Bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the items printed on the following page hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Pavement Specialties of Idaho, Inc.
Bidder's name and Corporate Seal

By: [Signature]
Signature and Title



SURETY

Old Republic Surety Company
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title
(Attach Power of Attorney)
Elizabeth Schneider Attorney-in-Fact

Attest: [Signature]
Signature and Title

Attest: [Signature]
Signature and Title
Sheila Cook

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provisions of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KIM H. WARD, TINA COLEMAN, PHIL S WALTER, ELIZABETH SCHNEIDER, OF BOISE, ID

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SIX MILLION DOLLARS(\$6,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of FEBRUARY, 2014.

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

OLD REPUBLIC SURETY COMPANY

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of FEBRUARY, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2014

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

43-5014



Signed and sealed at the City of Brookfield, WI this 31 day of May, 2016.

Fred A. Moreton
Assistant Secretary

FRED A. MORETON & COMPANY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

BID AWARD
FORD IDAHO CENTER – PARKING IMPROVEMENTS PHASE 3B

- Facilities Development, as part of Building Safety and Facilities Development, is charged with maintaining City property. Facilities Development has completed the bidding process for the Ford Idaho Center – Parking Improvements Phase 3B project. Phase 3B is the Concrete Curbs/Sidewalks, Pedestrian Ramp, and ADA Improvements project at the Ford Idaho Center. This phase will be for Areas dedicated for ADA parking and pedestrian walking.
- The project will be funded from the Stampede Board of \$50,000 and the City of Nampa will be funding \$250,000 from approved budget.
- Facilities held a bid opening on June 2, 2016 and received (3) bids from:
 - 1) Hawkeye Builders, Inc.
 - 2) Idaho Materials and Construction
 - 3) Lurre' Construction, Inc.

- Hawkeye Builders, Inc. was determined to be the lowest responsive bidder at \$77,079:

Base Bid	\$ 58,839.50 (concrete sidewalk, curb, gutter, ADA ramp)
Alternate A	\$ 18,239.50 (ADA ramp, modify planters, pavement marking)

Total Bid \$ 77,079.00

- Contract is anticipated to begin in June, 2016.
- Contractor will be required to provide necessary bonds, insurance and other documents before the agreement can be executed and the Notice to Proceed issued.
- Bids received have been reviewed, licenses verified, and recommend award go to Hawkeye Builders, Inc.

REQUEST: Council award bid, and authorize Mayor to sign contract with Hawkeye Builders, Inc. for the Ford Idaho Center – Parking Improvements Phase 3B project in the amount of \$77,079.

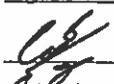
BID FORM
CITY OF NAMPA
 2016 Idaho Center Parking Improvements, Phase 3B

THIS BID IS SUBMITTED TO:

DELIVER or MAIL TO:

City of Nampa
 Facilities Management
 310 13th Ave. So.
 Nampa, ID 83651

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Signature or Initial</u>
<u>1</u>	<u>5-24-2016</u>	<u></u>
<u>2</u>	<u>5-27-2016</u>	<u></u>
_____	_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder has examined the 2016 Idaho Center schedule of events and is satisfied with his ability to perform the Work within the time indicated.
- D. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.
- E. Bidder has visually studied (or assumes responsibility for having done so) the Site and understands conditions which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequence, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and progress incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at

the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents.
 - H. Prior to bid, Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - J. Bidder acknowledges alternate work may or may not be included in contract.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
5. The Base Contract Price will be the sum of all listed items listed in the Bid Schedule Base. Owner may or may not elect to include the Bid Schedule Alternate work. The option to include alternate work in contract with CONTRACTOR shall be decided upon by OWNER prior to Notice to Proceed.

BID FORM

6. BID SCHEDULE BASE

Item	Description	Quantity	Unit	Unit Price	Price
1	Pavement Markings, Pedestrian Walkway	2,800	SF		
2	Pavement Markings, Handicap Symbol	50	EA		
3	Pavement Markings, Parking Stall	1,180	LF		
4	Type "P" Surface Restoration	3000	SF	3.60	\$ 10,800. ⁰⁰
5	Concrete Sidewalk, 5'	183	LF	27.65	\$ 5,059.95
6	Standard 6" Vertical Curb & Gutter	290	LF	35. ³⁵	\$ 10,251. ⁵⁰
7	6" Vertical Curb, No Gutter	153	LF	24. ⁰⁰	\$ 3,672. ⁰⁰
8.	Van Accessible Parking Sign	10	EA	223. ⁰⁰	\$ 2,230. ⁰⁰
9.	ADA Pedestrian Ramp	6	EA	1,145. ⁰⁰	\$ 6,870. ⁰⁰
10.	Modify Existing Planter	8	EA	2,042. ⁰⁰	\$ 16,344. ⁰⁰
11.	6' Concrete Wheel Stop	65	EA	55. ⁵⁷	\$ 3,612. ⁰⁵
12.	Relocate Existing Fire Hydrant	1	EA		\$ 58,839. ⁵⁰
				TOTAL PRICE (BASE):	

7. BID SCHEDULE ALTERNATE

Item	Description	Quantity	Unit	Unit Price	Price
1	Pavement Markings, Pedestrian Walkway	2,720	SF		
2	Pavement Markings, Handicap Symbol	50	EA		
3	Pavement Markings, Parking Stall	1,000	LF		
8.	Van Accessible Parking Sign	4	EA	73. ⁰⁰	\$ 292. ⁰⁰
9.	ADA Pedestrian Ramp	1	EA	1,145. ⁰⁰	\$ 1,145. ⁰⁰
10.	Modify Existing Planter	8	EA	1,753. ⁰⁰	\$ 14,024. ⁰⁰
11.	6' Concrete Wheel Stop	50	EA	55. ⁵⁷	\$ 2,778. ⁵⁰
				\$ 18,239. ⁵⁰	
				TOTAL PRICE (ALT):	

8. Bidder agrees that the Work will be substantially completed within 70 calendar days after notice to proceed and ready for final payment in 90 calendar days after notice to proceed as indicated in the Agreement.
9. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement
10. Bidder agrees to comply with Idaho Code 44-1006, regarding employment of Idaho residents.
11. The following documents are attached to and made a condition of this bid:
 - A. Required Bid security
 - B. Bidder shall include in his Bid, his name, address, and Idaho Public Works Contracts License Number

SUBMITTED on JUNE 2, 2016.

Idaho Public Works Contractor License No. 17126-AA-2-3.

Expiration Date 5-31-2017.

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Joint Venture

Joint Venturer-Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: HAWKEYE BUILDERS, INC. (SEAL)

By: [Signature]
(Signature - attach evidence of authority to sign)

Name: (typed or printed): MARK YOUNG

Title: PRESIDENT
(CORPORATE SEAL)

Attest [Signature]
(Signature of Corporate Secretary)

Business address: PO BOX 54
NIAMPA, IDAHO 83653

Phone No.: 208 941-7578 FAX No.: 208 461-4830

State of Incorporation: IDAHO

Type (~~General~~ Business, Professional, Service, Limited Liability): S-CORP

Date of Qualification to do business is 1-17-2008

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

FILED/EFFECTIVE

Articles of Incorporation
Of
Hawkeye Builders, Inc.

NOV 14 2002 8:58

The undersigned, acting as the incorporator of a corporation (hereinafter referred to as "Corporation") under the Idaho Business Corporation Act (the "Act"), adopts the following Articles of Incorporation for the Corporation.

Article I. Name

The name of the Corporation is Hawkeye Builders, Inc.

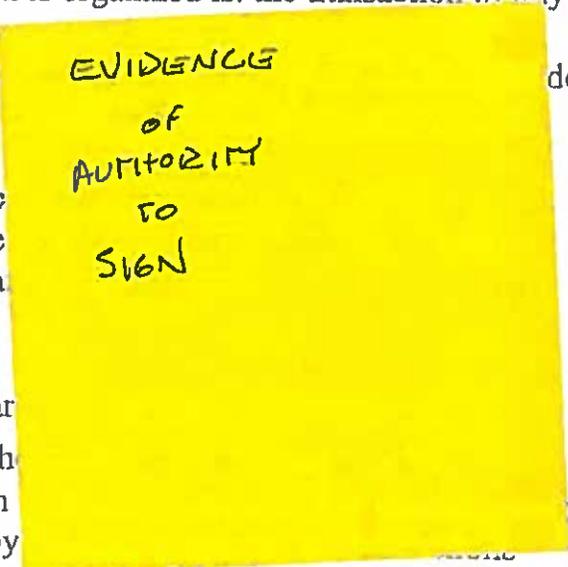
Article II. Period of Duration

The period of duration of the corporation is perpetual.

Article III. Purposes and Powers

Section 1. The purpose for which the Corporation is organized is: the transaction of any or all lawful business for which corporations may be incorporated, and to do everything necessary, proper, advisable or convenient for the attainment of such purposes, and all other things incident thereto or connected therewith, as may be required by any other law, or by these Articles of Incorporation.

Section 2. The Corporation shall have and may exercise all the powers and authorities convenient to effect its purposes, including but not limited to the appropriate sections of the Idaho Code, as amended and as hereinafter provided.



Article IV. Authorized Shares

Section 1. Number. The aggregate number of shares of the Corporation shall have the authority to issue is 1000. The

Section 2. Dividends. The holders of the common stock shall be entitled to dividends as and as declared by the Board of Directors, as permitted by law, and payable either in cash, in property, or in shares of the capital stock of the Corporation.

IDAHO SECRETARY OF STATE
11/14/2002 05:00
CK: 1073 CT: 164974 DI: 645957
1 @ 100.00 = 100.00 CORP I E

C 176244

Section 3. Stock Non assessable. The private property of the shareholders of the Corporation shall not be subject to the payment of corporate debts to any extent whatsoever, and shares of the Corporation shall not be subject to assessment for the purpose of paying expenses, conducting business, or paying debts of the Corporation.

Section 4. Voting Power. The entire voting power for the election of the Directors and for all other purposes shall be vested exclusively in the holders of the common stock, who shall be entitled to one vote for each share of common stock held by them record.

Article V. Preemptive Rights

Shareholders of the Corporation shall have preemptive and preferential rights of subscription to any shares of stock of the Corporation, whether now or hereafter authorized, or to any obligations convertible into stock of the Corporation, issued or sold, and the Board of Directors in issuing stock of the Corporation, or obligations convertible into stock, shall first offer such issue of stock or obligations to the shareholders of the Corporation.

Article VI. Registered Office

The address of the initial registered office of the Corporation is c/o Mark Young, 527 S. Canyon, Nampa, ID 83686 and the name of its initial registered Agent is Mark Young.

Article VII. Board of Directors

The number of Directors of the Corporation shall be as specified in the Bylaws. The number of Directors constituting the initial Board of Directors shall be 2, and the name and address of the person who is to serve as Director until the first annual meeting of shareholders or until their successors are elected and shall qualify is:

Mark Young

527 S. Canyon, Nampa, ID 83686

Article VIII. Incorporator

The Name(s) of the incorporator(s) is (are) as follows:

Mark Young 527 S. Canyon, Nampa, ID 83686

Sandi Young 527 S. Canyon, Nampa, ID 83686

Dated this 11/5/2002

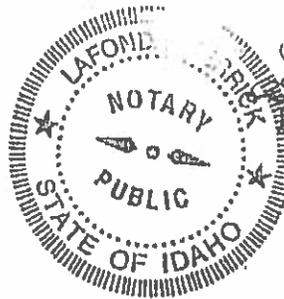
Xi [Signature]
Mark Young, President

X [Signature]
Sandi Young, Secretary

State of Idaho)
 :SS.
County of Canyon)

On this Tuesday, November 05, 2002, before me, a Notary Public in and for said State, personally appeared Mark Young and Sandi Young, known to me to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year first above written herein.



[Signature]
Lafonda Merrick: Notary Public for Idaho
Residing at 1012 Almond, Nampa, Idaho
My commission expires March 31, 2007

AIA® Document A310™ - 2010

Bid Bond B 1146

CONTRACTOR:
(Name, legal status and address)
Hawkeye Builders, Inc
PO Box 54
Nampa, Idaho 83653

SURETY:
(Name, legal status and principal place of business)
RLI Insurance Company
9025 N Lindbergh Drive
Peoria, IL 61615

OWNER:
(Name, legal status and address)
City of Nampa
411 3rd Street South
Nampa, Idaho 83651

BOND AMOUNT: Five Percent (5%) of Amount Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

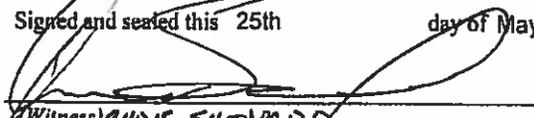
PROJECT:
(Name, location or address, and Project number, if any)
2016 Idaho Center Parking Improvements
Phase 3B

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of May 2016


(Witness) CHRIS SHOSTARIZ
Hawkeye Builders, Inc
(Principal)  *(Seal)*
By: 
(Title) MARK FARNSWORTH - PRESIDENT
RLI Insurance Company

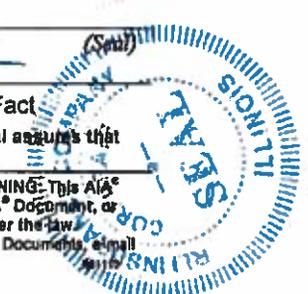
(Witness) Donna L. Calkins

(Title) Janet K Holthaus, Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assumes that changes will not be obscured.

Init.

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9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Karyl A. Richter, Janet K. Holthaus, jointly or severally

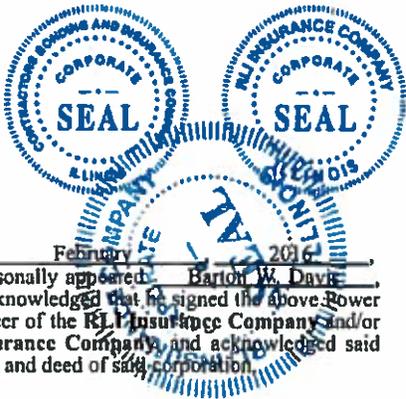
in the City of Boise, State of Idaho, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of February, 2016.



State of Illinois }
County of Peoria } SS

On this 25th day of February, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

RLI Insurance Company
Contractors Bonding and Insurance Company
B. W. Davis
Barton W. Davis Vice President

CERTIFICATE

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 25 day of May, 2016.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
B. W. Davis
Barton W. Davis Vice President



**2016 – 2017
LIQUOR RENEWAL LIST**

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	
Greenhurst Chevron	3030 E Greenhurst Road	02/16/2016
Wing Nutz	1228 N Galleria Drive	02/16/2016
Chapala Mexican Restaurant	525 Caldwell Blvd	02/16/2016
Ridgecrest Golf Club	3730 Ridgecrest Drive	02/16/2016
Landmark Café	3143 E Greenhurst Rd	02/16/2016
Idaho Pizza Company	104 W Iowa	02/16/2016
Applebee's Grill & Bar	1527 Caldwell Blvd	02/16/2016
WingStop	2025 12 th Ave Rd #140	02/16/2016
Shari's	1807 Caldwell Blvd	03/07/2016
Shadow Hills LLC	112/114 13 th Ave South	03/07/2016
Friendly Fred's	507 16 th Ave No	03/07/2016
Brick 29 LLC	320 11 th Ave S	03/07/2016
Red Robin	222 Cassia Rd	03/07/2016
Starbuck's	1324 12 th Ave Rd	03/07/2016
Smoky Mountain Pizza&Pasta	2007 N Cassia	03/07/2016
Hong Kong Restaurant	117 12 th Ave So	03/07/2016
Texas Roadhouse	1830 Caldwell Blvd	03/07/2016
Cost Plus World Market	16412 N Market Blvd	03/21/2016
The Dutch Goose	1125 Caldwell Blvd	03/21/2016
Big Smoke #113	4211 Garrity Blvd	03/21/2016
Big Smoke#115	5687 Franklin Rd	03/21/2016
Big Smoke #109	2318 12 th Ave Rd	03/21/2016
Tobacco Connection#16	1107 12 th Ave S	03/21/2016
Tobacco Connection#23	16429 Midland Blvd	03/21/2016
Tobacco Connection#12	197 Caldwell Blvd	03/21/2016
Tobacco Connection#32	2918 Greenhurst	03/21/2016
Tobacco Connection#1	323 11 th Ave N	03/21/2016
Aces Place	1652 Garrity	04/4/16
Nampa Civic Center	411 3 rd St. South	04/4/16
Ford Idaho Center	16200 Idaho Center	04/4/16
La Botana	1512 1 st St.	04/4/16
Firehouse Sports Pub	1515 N Midland	04/4/16
The Olive Garden-Italian Restaurant	16401 North Market Place	04/4/16
Airport Inn	3111 Garrity Blvd	04/04/2016
Monkey Bizness	724 1 st St South	04/04/2016
Jacksons#144	11950 W Karcher Rd	4/04/2016
Jacksons# 117	4315 Garrity Rd	4/04/2016
Jacksons# 85	612 Northside Blvd	4/04/2016
Jacksons# 62	100 Caldwell Blvd	4/04/2016
Jacksons#61	927 Caldwell Blvd	4/04/2016
Jacksons#60	224 22 nd Ave S	4/04/2016
Jacksons#59	2513 Caldwell	4/04/2016
Jacksons# 5	1407 Franklin	4/04/2016
Pete's Tavern	11 12 th Ave S	4/04/2016

**2016 – 2017
LIQUOR RENEWAL LIST**

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	
Gem Stop #20	1520 S. Middleton Rd	4/04/2016
Gem Stop#32	111 S Midland Blvd	4/04/2016
Gem Stop#15	1604 2 nd Ave South	4/04/2016
Gem Stop #11	4624 Amity Ave	4/04/2016
Gem Stop#10	323 Caldwell Blvd	4/04/2016
Gem Stop#8	1400 Franklin Blvd	4/04/2016
Chapala Mexican Restaurant III	2117 12 th Ave Rd	4/04/2016
Costeo Wholesale	16700 N. Market Place	4/18/2016
Fiesta Guadalajara	1202 N J Alecott Way	4/18/2016
Stinker Store #44	524 12th Ave	4/18/2016
Stinker Store #48	224 Holly St.	4/18/2016
Stinker Store #82	3319 Garrity Blvd.	4/18/2016
Stinker Store #113	803 12th Ave S	4/18/2016
Maverik #287	2211 N Franklin Blvd	4/18/2016
Maverik #522	2516 W Kareher Rd.	4/18/2016
Maverik #178	723 N. 12th Ave Rd.	4/18/2016
El Tenampa	248 Caldwell Blvd.	4/18/2016
Tacos El Ray	2707 Garrity Blvd	4/18/2016
Tangos Subs & Empanadas	337 Caldwell Blvd	4/18/2016
Nampa Gusher	324 3rd St S	4/18/2016
Agurllilla-Restaurant	324 11 Ave N	4/18/2016
Chicago Connection	523 12th Ave Rd	4/18/2016
Tiny's Lounge	10 12 th Ave South	4/18/2016
El Rinconeito	824 1st St. S.	4/18/2016
Prefunk Beer Bar	1214 1st St. S	4/18/2016
Asian-Grocery	453 Caldwell Blvd.	4/18/2016
Flying M Coffee	1314 2nd St S.	4/18/2016
JP Thailand Express	2025 12th Ave Rd #130	4/18/2016
Denny's #6640	607 Northside Blvd	4/18/2016
1918 Lounge	10 13th Ave	5/2/2016
Brewer's Haven	1311 12th Ave Road	5/2/2016
The Rusty Canteen	1911 1st St North	5/2/2016
El Rodeo-Restaurant	910 3rd St South	5/2/2016
Hispanic Cultural Center of Idaho	315 Stampede Drive	5/2/2016
La Ranchera Nampa	122 Holly St	5/2/2016
Howard's Tackle Shoppe Inc.	1707 Garrity Boulevard	5/2/2016
Messenger	1224 1st St S.	5/2/2016
Nampa Bowl	485 Caldwell Blvd	5/2/2016
Campos Market Nampa	3302 Caldwell Blvd	5/2/2016
Idaho Center Chevron	5950 E Franklin Rd	5/2/2016
Little Saigon Vietnamese	1305 2nd St South Ste 100	5/2/2016
La Copa	1524 1st St N	5/16/2016
Nampa Elks Lodge #1389	1116 1st St S.	5/16/2016
Walgreens #12483	932 Caldwell Blvd.	5/16/2016

2016 – 2017 LIQUOR RENEWAL LIST

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	
Walgreens #10672	2219 12th Ave Rd	5/16/2016
Walgreens #05648	700 12th Ave S	5/16/2016
Canyon-County Co-op	1415 1st St S	5/16/2016
Slicks Bar	525 E Karcher Rd	5/16/2016
Krung Thai Restaurant LLC	3008 Garrity Blvd	5/16/2016
Mongolian-BBQ	1123 Caldwell Blvd	5/16/2016
Club 102 Bar & Grill	102 11th Ave N	5/16/2016
Jalapeno's Bar & Grill	1921 Caldwell Blvd	5/16/2016
Target Store T 2206	16300 N. Marketplace Blvd	5/16/2016
T.G.I. Fridays	16225 N. Marketplace Blvd	5/16/2016
WinCo Foods	2020 Caldwell Blvd	5/16/2016
The Woodshed	817 E Karcher Rd	5/16/2016
Outback-Steakhouse	2011 W Karcher Rd	5/16/2016
The Social Bar & Grill	306 N Kings Rd	5/16/2016
Chipotle Mexican Grill #2508	1471 Caldwell Blvd	5/16/2016
Big Kmart #3189	1813 Caldwell Blvd	5/16/2016
Super Pollo Mexican Grill LLC	1204 12th Ave S	5/16/2016
Garrity 66	4423 Garrity Blvd	5/16/2016
Centennial Golf Course	2600 Centennial Drive	5/16/2016
RedHawk Golf Course LLC	12225 S Hunters Dr	5/16/2016
Italian to Go / Bit of Italy	122 12 Ave S	5/16/2016
Northern Light Cinema Grill	1509 Caldwell Blvd	5/16/2016
Albertsons #176	2400 12th Ave Rd	5/16/2016
Albertsons # 1602	715 12th Ave Rd	5/16/2016
The Getaway	512 12th Ave Rd	5/16/2016
IOU-Sushi II	2107 W Cassia St	5/16/2016
Sizzler #434	501 Caldwell Blvd	5/16/2016
Winger's Restaurant & Alehouse	16250 Marketplace Blvd	5/16/2016
The Dewey Restaurant and Lounge	113 13th Ave S	5/16/2016
Whiskey River	1314 1st St S.	5/16/2016
Walmart #2781	2100 12th Ave Rd S	5/16/2016
Walmart #3739	5875 E Franklin Rd	5/16/2016
Walmart #4180	175 S. Middleton Rd	5/16/2016
Fred Meyer #226	50 2nd St S	5/16/2016
Crescent Brewery	1521 Front St	5/16/2016
Campos on Lonestar	135 Lonestar Rd	5/16/2016
Pacific Sushi	624 12 th Ave S	5/16/2016
Buffalo Wild Wings	2101 N Cassia St 2111	6/2/2016
Fraternal Order of Eagles	118 11th Ave N	6/2/2016
TNT-Dynamite Bar & Grill *New	16 12th Ave S Suite B107	6/2/2016
Alejandra's Mexican Restaurant	1509 Caldwell Blvd	6/2/2016
Barb's Down the Road Tavern	400 N Kings Rd #34	6/2/2016
Burnt Lemon Grill	732 Caldwell Blvd	6/2/2016
Canyon Creek Restaurant	1411 Shilo Dr.	6/2/2016

CITY OF NAMPA
REGULAR COUNCIL
JUNE 20, 2016
STAFF REPORT BY PUBLIC WORKS DEPARTMENT
MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR

Update to 2016 Street Division Chip Sealing Campaign

Major chip sealing in Zone A1 and Zone A2 is well underway. It is estimated that chip sealing is about 65% complete for the season. The following roads have been completed: Franklin Boulevard, Elm Lane, Prescott Lane, Cherry Lane, Birch Lane, 11th Avenue North, East Karcher Road, North 20th Street and Fargo Road. Chip sealing was suspended the week of June 13 due to low temperatures. Crews will resume chip sealing operations on Monday, June 20, with estimated completion scheduled for June 22. Crews have begun and will continue sweeping excess chips with an estimated completion date of June 30. Fog sealing will commence on July 5, in approximately the same order of Zone A chip sealing. July 28 is the estimated completion date for thermoplastic application and paint striping. Staff provides daily updates to the City website for citizens to review and track the progress. As this campaign takes all Street staff and resources, street and traffic requests will be delayed until after completion, with the exception of an emergency.

Wastewater Program Phase I Upgrades Project Group A Construction Update

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

Project Status

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

- Notice to Proceed issued June 2, 2015
- The Contract Time Completed is currently at 42%
- The Contract Work Completed is currently at 49%

Key activities and milestones achieved since the update to City Council on April 18, 2016 include:

- Backfilling around the Primary Effluent Pump Station (PEPS) structure is complete
- Three large Primary Effluent Pumps have been installed at the site and are undergoing startup activities, which will include a five-day clean water test and a 15-day performance test
- PEPS Electrical Building was completed. This building houses the electrical systems required for PEPS operation
- Retrofits to Aeration Basin 2 that will enable phosphorus removal are in progress, including the installation of a new baffle wall and air diffusers

- Submitted 493 submittals since the Beginning of Project: Technical submittals, as well as information required for compliance to the City's State Revolving Fund (SRF) Loan with the Idaho Department of Environmental Quality (IDEQ) have been received. Staff and the WPMT strive to respond to submittals as quickly as possible. Average response time is currently 17 days

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

- PEPS start up is currently scheduled for June 2016
- Retrofits to Aeration Basin 2 are anticipated to be completed in July
- Retrofits to Aeration Basin 1 will start following Aeration Basin 2 completion

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



Figure 1 – Installation of Primary Effluent Pumps



Figure 2 – Installation of Aeration Diffusers in Aeration Basin 2

Financial Report

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

	Original Budget	Current Budget	Change Order Rate	Spent	Percent Spent
Project Group A – Ewing	\$12,494,000	\$12,675,919	1.45%	\$6,183,799	49%
Phase I Upgrades Contingency	\$1,500,000	\$1,318,081	N/A	N/A	N/A
TOTAL	\$13,994,000	\$13,994,000	N/A	\$6,183,799	46%

Pretreatment Program Prepares for New Wastewater Permit

On the day of this report, a PowerPoint presentation will be provided outlining the Wastewater Division Pretreatment Program’s preparation for the new National Pollutant Discharge Elimination System (NPDES) permit for the City’s wastewater treatment facility.

May 24, 2016

Mayor Bob Henry
City of Nampa
Nampa, Idaho

Mr. Henry,

This is my letter of interest to be appointed to the Airport Commission. My resume is included.

I have successfully managed businesses, as well as flown as a pilot in various capacities. My career in aviation began when I was a little tyke. My father operated the airport in Roseburg, Oregon for several years.

As a pilot, I understand the needs of the operational side of an airport operation. I know the value of coming out of the clouds at the end of an instrument approach to see a well lit and well-surfaced runway welcoming me to the ground.

I also understand the economic value of a good airport to the community. It will not only provide jobs, but it will provide a boost to many other portions of the community.

Having experience from the pilot's perspective as well as that of the service providers on the airport makes me well qualified to assist in the decision-making process involved in keeping the Nampa airport functioning well.

Sincerely,

David Beverly

David Beverly

2333 W Sheridan Ave, ID 83686

Home (208) 459-0120 Cell (208) 515 1400

david.skypilot@gmail.com

Relevant Professional Experience:

Assistant to the President, McKenzie Flying Service, Eugene, OR 1989 – 1995

- Recruited and trained department staff; Supervised 5 Instructors, 6 charter pilots, 4 line personnel, and 2 receptionists
- Developed and monitored departmental data to be able to make timely and critical decisions
- Kept records to demonstrate to governmental agencies compliance with regulatory guidelines; provided the President with timely reports
- Flew charters, Fire patrol, instruction

Operations Manager, Northwest Surgery Center, Eugene, OR 1995 – 2001

- Reduced Accounts Payable from more than \$900,000 (most of which was over 300 days overdue) to current in less than two years with an annual cash flow of less than one million USD.
- Saved over \$6,000 per month by bringing Accounting and Payroll onboard as an internal function
- Developed goals, objectives for the company, and internal cash controls resulting in integrity of cash handling and direction for the staff
- Implemented a "just in time" inventory control to maximize cash flow; Negotiated with bankers and vendors to reduce inventory costs.
- Supervised Accounts Receivable to ensure timely billing of insurance companies; managed equipment leases; and maintained financial records and provided the Board of Directors with timely and accurate financial reports
- Assisted in surgery as a Scrub Technician.

Freight Pilot, CSA Air, Kingsford, MI 2001-2004

- Flew CFAR Part 135 regularly scheduled freight route for FedEx subcontractor.
- Over five thousand hours total flying time, part of which was over 700 multi-engine time, and 1500 turbine.
- Credentials included Commercial Pilot, CFI, CFII (Multi-engine)

Education:

BS in Political Science, University of Oregon, Eugene, OR 1984

**Master of Biblical Studies, Master of Christian Education, Golden State School of
Theology, Stockton, CA 2004,**

Doctor of Ministry, Golden State School of Theology, Stockton, CA 2008

Memo

To: Mayor Henry and City Council Members
From: Jennifer Yost
CC: Beth Ineck
Date: 6/20/16
Re: 2016 CDBG Allocations

The City of Nampa receives Community Development Block Grant Fund every year from the federal government to be used for community development in our city, most specifically to develop and sustain resources that benefit low and moderate income persons and to aid in the prevention or elimination of slums or blight.

Background:

Thirteen applications were presented to the Council on June 2nd at which time each applicant was able to present their project. The proposed projects are divided into three categories: Administration/Planning, Public Services and Housing/Community Development.

Limits to allocation:

- Federal regulations mandate that we are able to allocate a **maximum** of 20% of our entitlement funds to Administration & Planning.
- Federal regulations mandate that we are able to allocate a **maximum** of 15% of our entitlement funds to Public Service.
- The Council adopted City of Nampa Application Guidelines for program year 2016 which states:
 - No more than 4 Public Service subrecipients (non-city sponsored projects) would be funded; and
 - If a funded public service applicant generates program income the city would limit the allocation to public service to 13%. This equates to: \$112,264 (15%) or \$97,295 (13%) for public service projects.
 - After staff calculations of the submitted applications the Review Committee recommends City Council motion for an amendment the guidelines to allow up to 14% (\$104,779) of the CDBG funds to be allocated to Public Service projects as the City would be within the regulations.
- Federal regulations mandate the limit of funds EXPENDED within the downtown district to no more than 30% over a cumulative three year period. Program Year 2016 is the final year of the current 3-year period. With the existing expenditures in downtown there is limited room for additional funds to be expended in Program Year 2016. Taking into consideration existing downtown projects, with an assumption of 100% expenditure, and if all other projects stay on track the City will need to limit the amount of additional CDBG funds expended in Downtown to not more than \$100,000. The Downtown Pedestrian Improvements would be expended within this three year period; the Downtown Historic Facades would not as staff experience shows that it takes two years for a Façade to complete and reimbursed with CDBG. CDBG staff and the Review Committee recommend that the Downtown Pedestrian Improvements not be funded during Program Year 2016 for this reason.

Application Changes since Submission:

Creekbridge Apartments: Due to floodplain issues with original site the applicant has identified alternative site location in Downtown Nampa with a 4 story mixed-income, mixed-income development. The first floor would be

commercial/retail with the upper floors for residential use. Please see attached summary from applicant. As a result of the drastic change to the project I have asked this applicant to attend the meeting on June 20th in case there are specific questions that cannot be answered by staff.

Old Nampa Pedestrian Ramp Improvements: If additional funding was awarded the project would impact additional corners in the Old Nampa District. The boundaries from which the additional corners would be selected include:

Recommendations for Funding:

A matrix that sums up all of the project requests and any comments or issues the review committee had with the applications is attached. HUD has asked us to provide you with a funding recommendation and this has been included. The total amount of funds available for all projects after Administration Set Aside is \$599,062.

HUD Entitlement is:	\$ 748,427.00
Admin:	\$ 149,365.00
Total available for Projects (including PS):	\$ 599,062.00
PS Funding Recommendation at 14% Cap:	\$ 104,779.00
Total Available for Housing/Community Development Projects =	\$ 494,283.00

Administration & Planning: City Staff requested \$320 less than the maximum available for Administration to account for the pro-rata share of expected funds from the Landlord Training/Fair Housing event. This is to insure the City is in compliance with the 20% cap.

Public Service: The Review Committee recommends Council amend the Program Year 2016 guidelines to allow up to 14% of the allocation to be awarded to public service applicants. All options presented by the review committee identify Public Services projects to be funding with the 14% cap. CDBG staff has provided an option at the 13% cap for illustrative purposes and was not the recommendation of the review committee.

Housing/Community Development: In this category, 3 options are identified for your consideration by the review committee & CDBG staff. Total funding allocated by Council in the Public Service category may alter the actual amount of funding available for Housing/Community Development projects. All Options are based upon the assumption of the Brush Up Nampa Program's continued funding under General Fund for hard costs. Brush Up Nampa cannot occur without city general funds obligation for the purchase of the paint and supplies.

At the Council Meeting on June 20th, you will be asked to allocate the funding for the 2016 program year. A 30 day public comment period will follow starting on June 27th. The adoption of the Program Year 2016 CDBG Annual Action Plan will occur during a Public Hearing on August 1.

If you have any questions prior to the Council Meeting, please do not hesitate to contact Jennifer Yost at 468-5419.

Proposed Motion: Amend the Program Year 2016 guidelines to state: if a public service application is funded that generates program income the city will limit the allocation to public service to 14% (\$104,799).

Proposed Motion: Allocate CDBG funds for the Program Year 2016 as outlined in Option 1 for public services and Housing/Community Development.

Creekbridge Apartment Change Summary:

Proposal Description:

The Proposal is for the acquisition of a to be determined site and the demolition of existing improvements thereon for the new construction of a mixed-use mixed-income building consisting of fifty one (51) apartment units, fifty (50) rental apartment units (without age restrictions), and one (1) management staff apartment unit, approximately 55,000 square feet of residential space, and approximately 10,000 square feet of ground level retail/commercial space. The fifty (50) rental apartment units consist of thirteen (13) unrestricted market rate units, thirty seven (37) rent and income restricted affordable rental units, and of the 55,000 square feet of residential space approximately 15,000 square feet will be common community space containing a management office, laundry and exercise facilities, interior hallways, a kitchenette, and covered patio/plaza areas. There will be twenty one (21) one (1) bedroom units, twenty one (21) two (2) bedroom units, and ten (10) three (3) bedroom units, subject to final design. Parking will be on-site with between fifty (50) to sixty five (65) parking stalls, subject to final design. The initial conception is for four (4) stories, with three (3) stories of residential, and ground level retail/commercial space; however, subject to final design, our due diligence, and our feasibility review we are open to exploring adding a fifth floor, which would add additional retail/commercial space and/or common area space.

Income and Rent Targeting:

One (1) 30% AMI Unit - \$301 month rent* – \$13,110 to \$18,720 annual income limit**
Two (2) 40% AMI Unit - \$418 to \$578 month rent – \$17,480 to \$24,960 annual income limit
Three (3) 45% AMI Unit - \$477 to \$659 month rent – \$19,665 to \$28,080 annual income limit
Five (5) 50% AMI Unit - \$535 to \$740 month rent – \$21,850 to \$31,200 annual income limit
Twenty six (26) 60% AMI Unit - \$652 to \$902 month rent – \$26,220 to \$37,440 annual income limit
Thirteen (13) Market Rate Unit – TBD month rent – no annual income limit
One (1) Management Staff Unit
Fifty one (51) Total Units

**the month rent figures above is the assumed tenant based rent, and for the range given in the above analysis the lower number is for a one (1) bedroom unit and the higher number is for a three (3) bedroom unit.*

***the annual income limit is subject to household size, so for the above analysis the lower number is for a one person household and the higher number is for a four person household.*

Commercial Space:

The Proposal will consist of approximately 10,000 square feet of ground level retail/commercial space. Depending on the approved tenants this space may be used for retail, office, and/or restaurant purposes.

Proposal Budget and Sources of Funds:

The Proposal total costs are estimated at \$10,500,000, consisting of \$6,800,000 in construction costs, and \$3,700,000 in acquisition, soft costs, and reserves. The sources of financing will consist of approximately \$8,480,000 in tax credit equity, \$2,000,000 in permanent financing, and the \$20,000 requested from the City of Nampa in CDBG funds.

Category	Ranking	Proposal Title	Requested Amount	Funding			
				Option 1	Option 2	Option 3	Option 4
Admin	1	CDBG Administration	\$ 149,365.00	\$ 149,365.00	\$ 149,365.00	\$ 149,365.00	\$ 149,365.00
		Max Available	\$ 149,685.00	\$ 149,685.00	\$ 149,685.00	\$ 149,685.00	\$ 149,685.00
		Difference	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00
Service	1	The Salvation Army's Shelter	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
	2	CATCH of Canyon County	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
	3	Meals on Wheels	\$ 25,000.00	\$ 22,295.00	\$ 25,000.00	\$ 25,000.00	
	4	ERMA - Jesse Tree	\$ 40,000.00	\$ 15,000.00	\$ 19,779.00	\$ 19,779.00	
		TOTAL SERVICE REQUEST	\$ 125,000.00	\$ 97,295.00	\$ 104,779.00	\$ 104,779.00	\$ -
		Max Available	\$ 104,779.00	\$ 97,295.00	\$ 104,779.00	\$ 104,779.00	\$ 104,779.00
		Difference (must not be negative)	\$ -	\$ -	\$ -	\$ -	\$ -
Housing	1	Brush Up Nampa Admin - City	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
	2	Housing Repair Loan Program - City	\$ 145,000.00	\$ 145,000.00	\$ 145,000.00	\$ 145,000.00	
	3	Creekridge Apartments	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
	4	Colorado Gardens	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	
	5	ADA Improvements to Parks - City	\$ 35,200.00	\$ 35,200.00	\$ 35,200.00	\$ 35,200.00	
	6	2017 CDBG Old Nampa Ped Improvements - City	\$ 180,000.00	\$ 186,567.00	\$ 249,083.00	\$ 249,083.00	
	7	Downtown Historic Facades - City	\$ 70,000.00	\$ 70,000.00	\$ -	\$ -	
	8	2017 CDBG Downtown Improvements - City	\$ 300,000.00	\$ -	\$ -	\$ -	
C/H		Other non-applicant option					
		TOTAL C/H REQUEST	\$ 494,283.00	\$ 501,767.00	\$ 494,283.00	\$ 494,283.00	\$ -
		Max Available	\$ 494,283.00	\$ 501,767.00	\$ 494,283.00	\$ 494,283.00	\$ 599,062.00
		Difference	\$ -	\$ -	\$ -	\$ -	\$ -
		TOTAL AVAILABLE	\$ 748,427.00	\$ 748,427.00	\$ 748,427.00	\$ 748,427.00	\$ 748,427.00
		TOTAL REQUEST	\$ 1,069,565.00	\$ 748,427.00	\$ 748,427.00	\$ 748,427.00	\$ -
		DIFFERENCE (MUST = ZERO)	\$ (321,138.00)	\$ -	\$ -	\$ -	\$ -

Maximum Allocation of CDBG funding per Category	
Total CDBG Amount	14% Cap \$ 748,427.00
Admin Cap (20%)	13% Cap \$ 149,685.40
Service Cap w/Meals on Wheels	\$ 104,779.78
Community/Housing (based upon max funding of Admin & Public Services)	\$ 97,295.51
	\$ 501,446.09

ORDINANCE NO. _____

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL AMENDING TITLE 5, CHAPTER 12, SECTIONS 05-12-1 AND 05-12-15, OF THE NAMPA CITY CODE, ALLOWING FOR A FIVE-DAY MAXIMUM ON VALID ALCOHOL BEVERAGE CATERING PERMITS; PROVIDING FOR AN EFFECTIVE DATE OF JULY 1, 2016; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Title 5, Chapter 12, Section 05-12-1, pertaining to the application for and issuance of alcohol beverage catering permits, be amended as follows:

5-12-1: DEFINITIONS:

...

CATERING PERMIT: Permit issued, which authorizes the permittee to serve and sell liquor by the drink, beer or wine, at a party or a convention, not to exceed ~~three~~ (3) five (5) consecutive days.

...

Section 2. That Title 5, Chapter 12, Section 05-12-15, pertaining to the application for and issuance of alcohol beverage catering permits, be amended as follows:

5-12-15: CATERING PERMITS:

An alcoholic beverage catering permit shall be limited to authorization to sell liquor or beer or wine, or any combination thereof, based upon the type of license which the applicant possesses. A catering permit is required to have a beer garden.

Applications for such a permit shall be made to the city clerk, on such form as prescribed by the city, which shall contain at a minimum, but not limited to, the following information:

A. The name and address of the applicant and the number of his/her state liquor, beer or wine license.

B. The dates and hours during which the permit is to be effective, not to exceed ~~three~~ **(3) five (5)** consecutive days.

C. The names of the organizations, groups, or persons sponsoring the event.

D. The address at which the liquor, beer or wine is to be served, and if a public building, the rooms in which the liquor, beer or wine is to be served.

E. The purpose for the party or convention.

Section 3. This ordinance shall be in full force and effect from and after July 1, 2016.

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 20th day of June, 2016.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 20th day of June, 2016.

ATTEST:

Mayor Robert L. Henry

City Clerk (or Deputy)

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

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL AMENDING TITLE 5, CHAPTER 12, SECTIONS 05-12-1 AND 05-12-15, OF THE NAMPA CITY CODE, ALLOWING FOR A FIVE-DAY MAXIMUM ON VALID ALCOHOL BEVERAGE CATERING PERMITS; PROVIDING FOR AN EFFECTIVE DATE OF JULY 1, 2016; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

Section 1 through 2: Amends Title 5, Chapter 12, Sections 05-12-1 and 05-12-15, by extending the maximum amount of consecutive days for which an alcohol beverage catering permit is valid from three (3) days to five (5) days.

Sections 3 through 5: Provides that this ordinance shall be in full force and effect from and after July 1, 2016; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. _____ provides an effective date, which shall be on the 1st day of July, 2016. Ordinance No. _____ was passed by the Council and approved by the Mayor on the 20th 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 20th day of June, 2016, for publication on the 27th 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 20th day of June, 2016.
Mark Hilty, Attorney for City of Nampa

STAFF REPORT
Downtown Parking Lots
June 20, 2016

Following Council direction for a full evaluation of the city-owned lease parking lots and the opportunity to sell the lots for redevelopment purposes staff has the following determinations.

1. ACADEMY LOT

Development Potential: The Academy Lot located between Front Street and the economic development offices is .32 Acres, approximately 100' x 140'. With the access to the basement to the office building protruding into the existing parking lot we would need to create an alteration to the property line to maintain that access with the city owned building resulting in decreasing the potential lot size to approximately 85' x 140', for 11,900 Square feet. We have not seen development interest in a lot this small.

Utilization: The lot currently serves as parking for 16 employee spaces for Human Resources, Economic & Community Development. There are 10 leased stalls and due to demand for additional leases we have recently transitioned additional stalls from employee parking to lease parking with currently 7 stalls available for lease.

Recommendation: Retain City ownership.

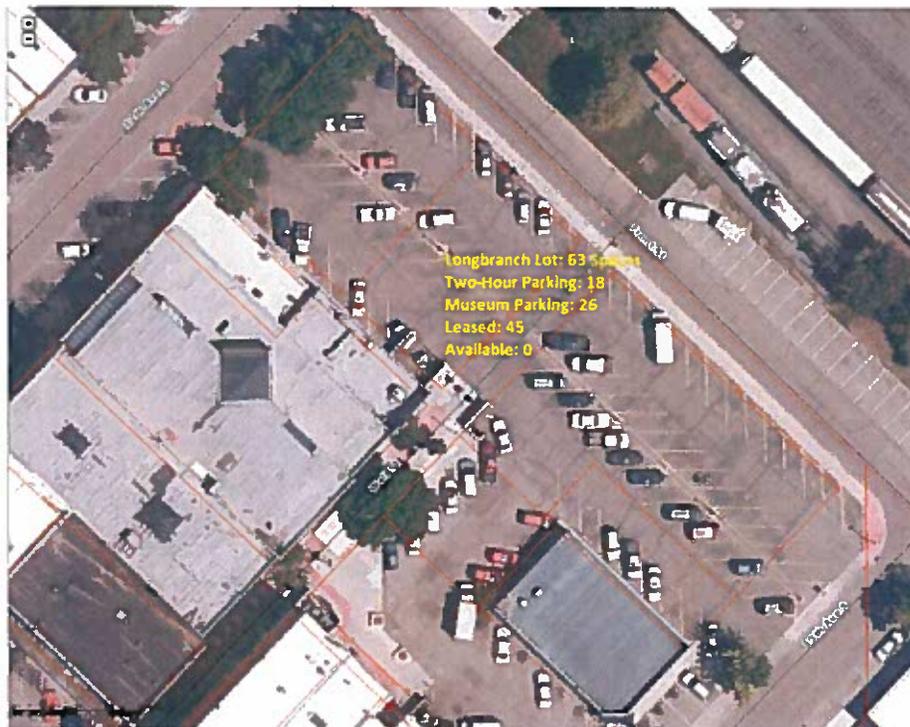


2. LONGBRANCH LOT

Development Potential: The Longbranch lot consists of four separate parcels owned by the City for a total of .609 Acres, not including the portion of property identified as part of Wall Street. If you incorporate the Wall Street portion the property in total has 300' of frontage on Front Street and is approximately 100' wide, with greater depth fronting 13th Avenue. The size of the parcels configured together present a strong redevelopment opportunity in the heart of the historic core of downtown. There are no known environmental contamination issues or utility poles in this area which creates a clean site for development. The challenge for development on the site would be the water and sewer lines that run down Wall Street and connect between 1st and Front. Development would either need to relocate the water and sewer or develop the site without covering that portion with a structure and retain a utility easement. The Economic Development office has received interest from the development community in development of this site.

Utilization: This lot has consistently been one with the highest utilization. There are currently no stalls available for lease with 45 leases occupied. There are 18 two-hour parking stalls and the remaining 26 are dedicated for museum parking following negotiations with the Museum to off-set lost on-street parking from the pathway project. The 45 leased customers would need to be relocated to other facilities. One concern in moving forward with a redevelopment project on this property is the need for parking in the future. As more businesses move into downtown and occupy second story spaces they require the opportunity for leased parking. This location is ideal to serve employee parking needs and potentially another parking structure in the distant future.

Recommendation: Either retain for future needs or solicit developer interest for potential sale.

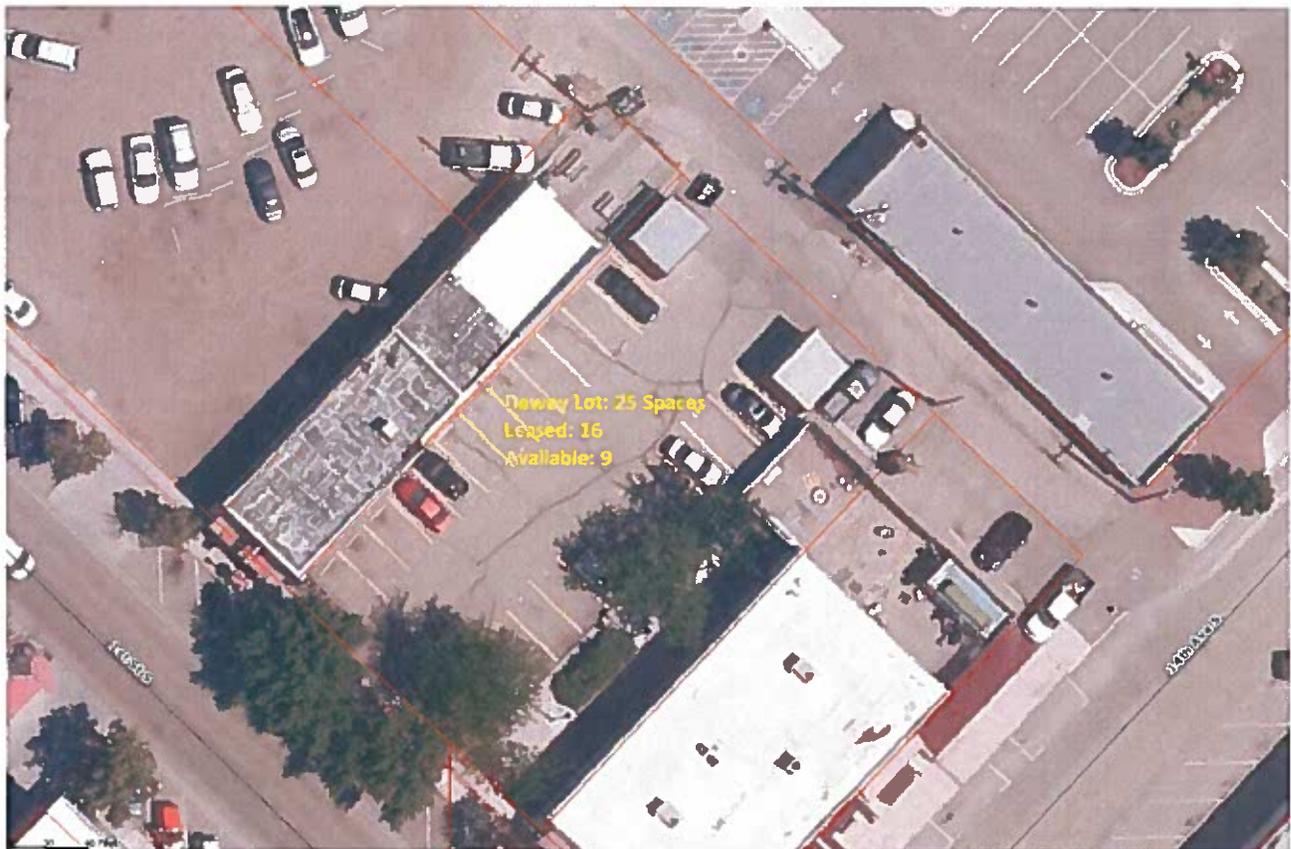


3. DEWEY Lot

Development Potential: The Dewey Lot is located along 1st Street South and is .273 Acres, approximately 140'x85' just under 12,000 square feet. This is a fairly small lot on its own. The location is potentially attractive for development in conjunction with the new Lloyd Square park but the size creates limitations on what can be developed. The proximity of adjacent structures with the zero lot lines in downtown creates a more challenging development site on such a small parcel. Again, we have not had development interest in this small of a parcel in downtown.

Utilization: The back portion of this lot is utilized for storage structures for the Downtown Business Association and the Nampa Farmers Market. The lot is currently dedicated to only leased customers. There are 9 available stalls out of the 25 existing. This lot is also utilized for special events downtown and provides important overflow parking for weekend events. If Longbranch is developed this lot could also serve to absorb 9 of the 45 displaced lease holders.

Recommendation: Retain City ownership.



4. STAMPEDE LOT

Development Potential: The Stampede lot is the only surface parking the city owns on 2nd Street in the Historic District. The lot is .205 Acres, approximately 90' x 100' for 9,000 square feet. This lot fronts onto Wall Street on the west and borders Darlene's printing on the east. There is door access out of the buildings on the east to the parking lot. If this lot is redeveloped a determination would need to be made for addressing the door access points for those existing buildings and any life-safety requirements. While the lot is relatively small for a redevelopment project when development pressure increases in downtown this could be a viable site given the flexibility presented with frontage to Wall Street.

Utilization: There are 29 spaces in this lot dedicated to lease parking. Currently 18 stalls are leased with 11 available. These 11 spaces could also be utilized for displaced lease parking if Longbranch is developed. In addition to usage for daily leased parking this lot is occasionally utilized for special events downtown and serves as open weekend parking for other special events.

Recommendation: Retain City ownership.

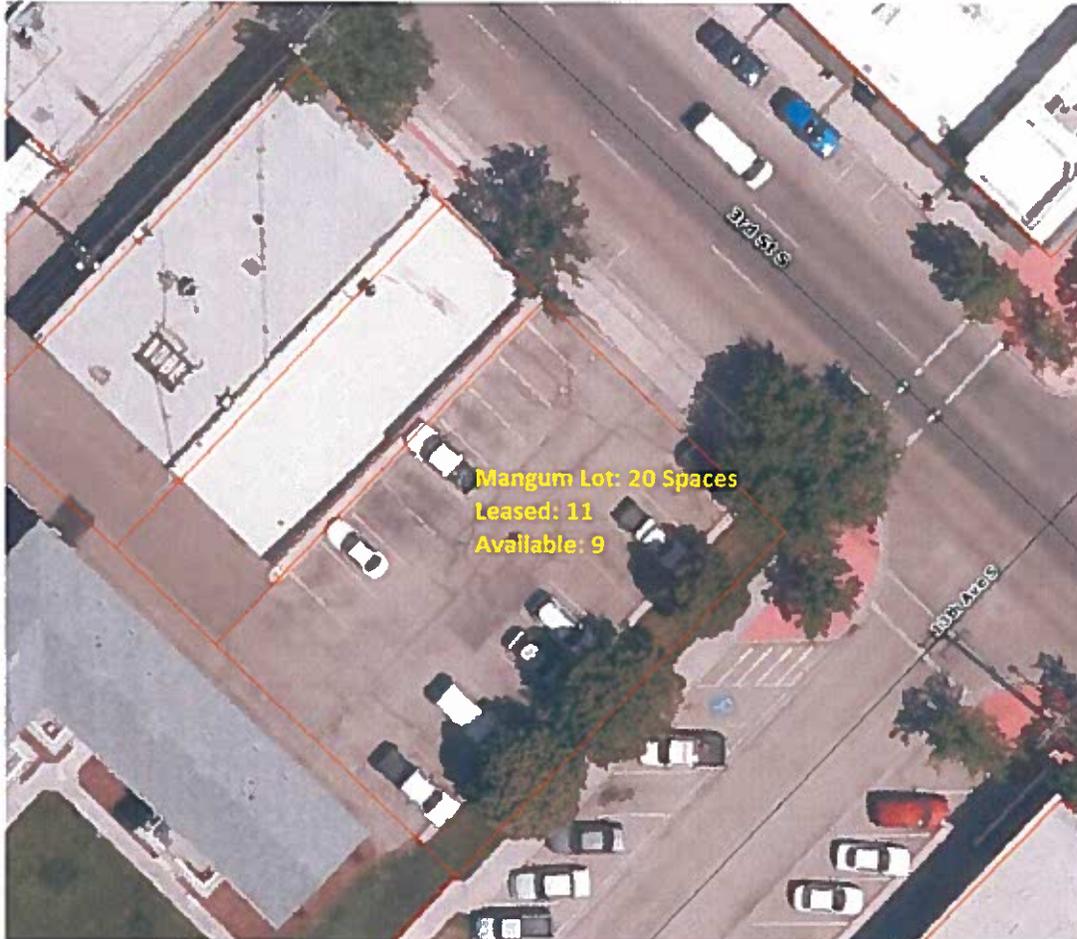


5. MANGUM LOT

Development Potential: The Mangum Lot is .16 Acres, approximately 100' x70' for 7,000 square feet. We have seen less development interest along 3rd Street in the Historic District of downtown and the size of this lot is minimal for a development site.

Utilization: Historically this lot was utilized for employee parking with staff housed within the Family Justice Center. Recently the owner of the adjacent building requested the city transition the lot to leased parking. The buildings within the same block had struggled to lease their space due to a lack of leased parking available in close proximity. Currently there are 11 leased stalls and 9 available. Peppershock just recently leased 3,000 square feet of space at 1215 3rd Street but required the leased parking availability for their move. In addition this lot could be of value for future city staff parking in the event the basement of the Family Justice Center is fully utilized.

Recommendation: Retain City ownership.



6. THIRD STREET LOT

Development Potential: The Third Street Lot is on a prime corner in downtown with significant traffic exposure. The lot is .481 Acres, 150' x 140' for approximately 21,000 square feet. This lot is also across the street from the new parking structure which is beneficial to any development project to locate on this corner. In the past we have received interest from developers regarding this parcel. Sewer and water mains do run through the alley adjacent to the lot and there are power lines that run along 3rd street. The development of Library Square across the street and the new Boise Fry Company locating diagonal from this corner has spurred additional interest in this location.

Utilization: There are 57 parking spaces in this lot. Library staff parking occupies 43 spaces and the remaining 14 stalls are fully leased. If development were to occur we would need to transition these two user groups to alternative locations.

Recommendation: Solicit Developer interest for potential sale.

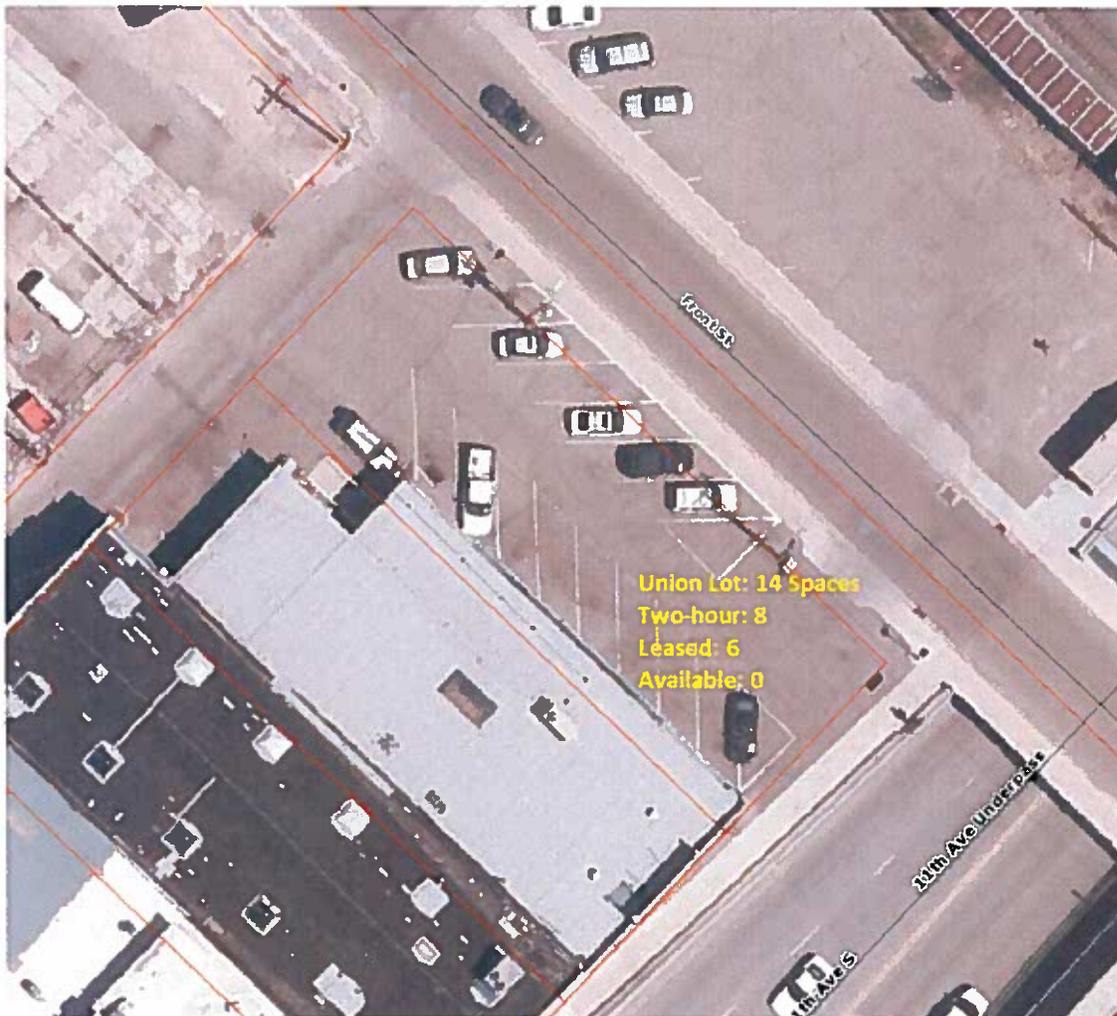


7. UNION LOT

Development Potential: The Union lot is located adjacent to the 11th Avenue underpass on Front Street. It is .16 Acres, 140' x 50' for 7000 square feet. This lot is the same size as the development lot located along 12th Avenue at the site of the former Greystone Hotel. The location of this parcel is a challenge for development in that there is not strong visibility and it is disconnected from the heart of the Historic District due to the 11th Avenue underpass. In the past businesses in the adjacent building have struggled without street front visibility. Given the inferior location and the small size of the lot we do not believe there is opportunity for redevelopment at this time.

Utilization: The lot has a total of 14 parking stalls with 8 two-hour stalls and 6 leased stalls. There has been some interest to lease additional stalls in this lot if they were available with the redevelopment of the old library. There is a potential to transition some of the two-hour parking to lease parking if the demand justifies it.

Recommendation: Retain City ownership.



Process for Development:

To control the development process for the parking lots the City of Nampa could enter into an agreement with the Nampa Development Corporation to sell the lots to NDC for redevelopment purposes. NDC could option the property from the City and then issue a Request for Proposals from the development community to select a developer for each site. If there is not development interest the City could retain ownership and continue to manage parking.

Why is it important for the City to provide parking downtown?

Nampa's downtown was predominately constructed in the early 1900s and did not account for vehicle parking with the current lot line configurations. Recognizing this inherent challenge in businesses occupying downtown the City does not have any parking requirements for businesses or new development in the Historic District. However, there is still an expectation from businesses wishing to locate in the downtown area that there is parking available for employees and customers. We have recently seen this as evident when a prominent Nampa business sought to lease office space in downtown but required as a contingency in their lease agreement to be able to lease employee parking spaces from the City. Downtown Nampa has made tremendous progress in attracting new businesses and customers to our historic structures. But a key component is to ensure there is adequate parking available. Across the country vibrant downtowns all have active participation from the public sector in providing parking as a public good to further support downtown revitalization efforts.



MEMORANDUM

DATE: June 20, 2016
TO: Mayor Henry & Nampa City Council
FROM: Darrin Johnson, Director Parks and Recreation
SUBJECT: Accept Bid for the Midway Park Phase 1

Nampa City Council approved funding to start the construction of Midway Park. Midway Park will be built in phases and the first phase is scheduled to begin in July of this year. The phase will begin in fiscal year 2016 and be completed in FY 2017. Funding to complete the initial phase is from impact fees from both fiscal years.

Midway Park, at final completion, will be a multiple use park with an emphasis on baseball/softball. Although there is an emphasis on baseball the park will have activities for all age groups and a variety of interests.

The first phase will include road improvements, some parking lot construction, an irrigation system and four baseball/softball fields with masonry dugouts. The second phase is expected to begin in the spring of 2017.

Two companies submitted bids. Attached is a bid tally sheet showing the engineer probable cost and the bid amounts from each company. Nampa Parks and Recreation requests Nampa City Council accept the lowest bid with the identified schedule additive items from Knife River Corporation for the amount of \$2,124,400.



T-O ENGINEERS

June 14, 2016

Nampa Parks and Recreation
Attn: Darrin Johnson
131 Constitution Way
Nampa, ID 83651

RE: Contractor Selection for Midway Park Phase 1, Project No. 1520

Dear Darrin,

We have reviewed the bids for the above named project for the bid opening dated June 7, 2016 and offer the following comments and recommendations for City consideration.

Two bids were received and are summarized below.

<u>Contractor</u>	<u>Base Bid</u>	<u>Base Bid & Selected Additive Bid Items</u>
Knife River Corporation - Northwest	\$1,715,000.00	\$2,124,400.00
Wright Brothers LLC	\$1,829,524.00	\$2,411,872.00

A copy of the Bid Tabulation is enclosed for your review and files.

Knife River Corporation - Northwest was the apparent low bidder at the bid opening. The bid submitted by Knife River Corporation - Northwest was reviewed for bid submittal requirements:

- All blanks (bid items) were filled out on the bid form.
- The bid was signed, accompanied by documentation of the authority to sign, corporate address, phone number, and the corporate seal.
- Included in the bid was acknowledgement of all addenda.
- The bid bond with insurance documentation was included.
- The naming of subcontractor and suppliers including a licensed electrician was given.
- Knife River Corporation - Northwest Idaho Public Works Contractor License number is PWC-C-15564.

The bid appears responsive. Based on the evaluation of the bids, we recommend award of the Base Bid and the chosen Additive Bid Items to Knife River Corporation - Northwest for a total amount of \$2,124,400.00.

Sincerely,

Kasey Ketterling, P.E.
Project Manager

Nampa Parks and Recreation
 Midway Park Phase 1
 Project No. 1520
 Bid Tabulation

Bid Item No.	Bid Item Description	Unit Measure	Estimated Quantity	Engineers Estimate		Knife River		Wright Brothers		Included in Total Price
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
Schedule A Base Bid										
A-1	Base Bid - Includes 2 ball fields (See Bid Form for full description)	Lump sum	1		\$1,703,118.00		\$1,665,000.00		\$1,743,872.00	X
A-2	Electrical Work (See Bid Form for full description)	Lump Sum	1		\$35,962.00		\$50,000.00		\$85,652.00	X
Totals					\$1,739,080.00		\$1,715,000.00		\$1,829,524.00	

Schedule B Additive Bid Items										
Bid Item No.	Bid Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Included in Total Price
B-1	Baseball Field 3, complete with Rootzone Material A	Lump Sum	1		\$206,556.00		\$138,000.00		\$247,465.00	
B-2	Baseball Field 4, complete with Rootzone Material A	Lump Sum	1		\$206,556.00		\$138,000.00		\$247,465.00	
B-3	Install Outfield Rootzone Material B on Fields 1 & 2	Lump Sum	1		\$31,500.00		\$78,000.00		\$78,710.00	
B-4	Baseball Field 3, complete, with Rootzone Material B	Lump Sum	1		\$222,306.00		\$147,000.00		\$254,104.00	X
B-5	Baseball Field 4, complete with Rootzone Material B	Lump Sum	1		\$222,306.00		\$147,000.00		\$254,104.00	X
B-6	Masonry Dugout Enclosures, complete.	Each	8	\$10,000.00	\$80,000.00	\$11,600.00	\$92,800.00	\$7,000.00	\$56,040.00	X
B-7	Park Identification Sign, complete.	Lump Sum	1		\$10,000.00		\$5,600.00		\$5,300.00	X
B-8	Picnic Tables in Center Plaza, complete.	Each	2	\$4,000.00	\$8,000.00	\$5,900.00	\$11,800.00	\$3,250.00	\$6,500.00	X
B-9	Benches in Central Plaza Area, complete.	Each	2	\$3,000.00	\$6,000.00	\$1,350.00	\$2,700.00	\$1,950.00	\$3,900.00	X
B-10	Bike Rack, complete.	Each	1	\$2,640.00	\$2,640.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	X
B-11	Trash Receptacle, complete.	Each	1	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00	\$1,150.00	\$1,150.00	X
Totals					\$551,252.00		\$409,400.00		\$582,348.00	

Total of Base Bid and Selected Additive Bid Items					\$2,290,332.00		\$2,124,400.00		\$2,411,872.00	
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Schedule C - UNIT PRICES FOR MATERIALS OR SERVICES ADDED OR DEDUCTED FROM THE CONTRACT SUM										
Bid Item No.	Bid Item Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Included in Total Price
C-1	Unsuitable Excavation Below Design Subgrade with On-site Disposal Payment Per ISPWC 207.4.5.A	Cubic Yard	1	\$38.84		\$52.00		\$19.80		
C-2	3" Minus Uncrushed Aggregate Base For Unsuitable Area Backfill Payment Per ISPWC # 801.4.1.A.1	Cubic Yard	1	\$122.72		\$52.00		\$2,400.00		
C-3	Geotextile Fabric for Subgrade Separation in Unsuitable Excavation Areas Payment Per ISPWC #2050.4.1.C	Square Yard	1	\$5.00		\$4.50		\$2.99		
C-4	1/2" Class III Plant Mix Pavement ISPWC # 810.4.1.A.1	Ton	1	\$80.00		\$95.00		\$103.00		
C-5	1/2" Crushed Aggregate for Base Type 1 ISPWC # 802.4.4.A.1	Cubic Yard	1	\$70.00		\$64.00		\$24.50		
C-6	3" Minus Uncrushed Aggregate Base ISPWC # 801.4.1.A.1	Cubic Yard	1	\$15.00		\$52.00		\$23.00		
C-7	Portland Cement Concrete Pavement ISPWC #705.4.1.A.1	Square Yard	1	\$40.00		\$110.00		\$54.00		
C-8	Cement Concrete Curb and Gutter ISPWC Std. Detail SD-709, complete	Linear Foot	1	\$20.00		\$33.00		\$28.00		
C-9	6 Inch Vertical Curb w/o Gutter ISPWC Std. Detail SD-701, complete	Linear Foot	1	\$20.00		\$28.00		\$25.00		

* Highlighted areas denote a discrepancy between contractor prices and calculated prices

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 20th day of June, 2016

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 20th 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 20th 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

- 16425 N. Midland (R22589011A0), Nampa, Idaho, more particularly described in that certain Deed dated May 18, 2007, and recorded on February 19, 2015, as Instrument No. 2015-005374 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .57 acres, more or less)
- 0 N. Midland (R2258901100), Nampa, Idaho, more particularly described in that certain Warranty Deed dated May 18, 2007, and recorded on February 19, 2015, as Instrument No. 2015-005374 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .58 acres, more or less)

EXHIBIT "A"

EXHIBIT "A"

**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:

- 16425 N. Midland (R22589011A0), Nampa, Idaho, more particularly described in that certain Deed dated May 18, 2007, and recorded on February 19, 2015, as Instrument No. 2015-005374 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .57 acres, more or less)
- 0 N. Midland (R2258901100), Nampa, Idaho, more particularly described in that certain Warranty Deed dated May 18, 2007, and recorded on February 19, 2015, as Instrument No. 2015-005374 in the office of the Canyon County Recorder, Canyon County, Idaho (comprising approximately .58 acres, more or less)

Ordinance No. _____ shall be effective on its date of publication, which shall be on the 27th day of June, 2016. Ordinance No. ____ was passed by the Council and approved by the Mayor on the 20th 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 20th day of June, 2016, for publication on the 27th 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 20th day of June, 2016.
Mark Hilty, Attorney for City of Nampa

**LOCAL PROFESSIONAL SERVICES AGREEMENT
(CONSTRUCTION)
GREENHURST ROAD SIGNALS PROJECT (KEY NO. 13959)**

- Based on a demonstrated need for safety improvements, the City was awarded Local Highway Safety Improvement Program (LHSIP) funding to install signal upgrades on Greenhurst Road at the intersections of Sunnyridge Road, Powerline Road and Southside Boulevard (Exhibit A).
- The project will address intersection related crashes, especially head on accidents due to turning vehicles and pedestrian related incidents.
- The improvements include Flashing Yellow Turn Arrow (FYLTA) signal heads, pedestrian signal upgrades, enhanced lighting and new signal control equipment.
- LHSIP is funded by the state's Highway Safety Program and administered by the Local Highway Technical Assistance Council (LHTAC).
- Total estimated project cost is \$378,000. Estimated federal allocation is \$351,000 (92.66%), and the City's match portion is \$27,000 (7.34%).
- Funding for local match is from FY16 Streets budget.
- The State Local Agreement for Project Construction with ITD was approved by the City Council in February of 2016.
- The next step prior is the authorization of the Local Professional Services Agreement for Construction Engineering and Inspection (CE&I) with ITD and HDR Engineering in the amount of \$35,000 (NTE) (Exhibit B).
- Construction will begin in the Fall of 2016.
- Engineering recommends authorization of this agreement.

REQUEST: Council Authorize Mayor to sign Local Professional Services Agreement between the City of Nampa, ITD and HDR Engineering for the Greenhurst Road Signals Project in the amount of \$35,000 (NTE).

**RESOLUTION AND STATE LOCAL
AGREEMENT FOR CONSTRUCTION
East Greenhurst Road Signals
Project (Key No. 13959)**

- Based on a demonstrated need for safety improvements, the City was awarded Local Highway Safety Improvement Program (LHSIP) funding to install signal upgrades on Greenhurst Road at the intersections of Sunnyridge Road, Powerline Road and Southside Boulevard (Exhibit A).
- LHSIP is funded by the state's Highway Safety Program through the Federal Transportation Act SAFETE-LU and is aimed at improving safety at high accident locations.
- Crash data showed the Greenhurst intersections to be high on the LHSIP ranking system due to multiple injury accidents within the last 5 years.
- The project will install crash reduction countermeasures to improve the overall traffic flow and protect turning movements. Improvements include Flashing Yellow Turn Arrow (FYLTA) signal heads, pedestrian signal upgrades, enhanced lighting and new signal control equipment.
- Total estimated project cost is \$378,000. Estimated federal allocation is \$351,000 (92.66%), and the City's match portion is \$27,000 (7.34%).
- Funding for local match is from FY16 Streets budget.
- The State Local Agreement for Project Development (design) with ITD was approved by the City Council in January of 2015.
- A Local Professional Services (design) Agreement was approved in April 2015 with Precision Engineering in the amount of \$34,500.00 (NTE).
- Project design is underway and construction is anticipated in the summer of 2016.
- Engineering recommends authorization of this agreement.

REQUEST: Authorize Mayor to sign State Local Agreement for Construction with ITD for the East Greenhurst Road Signals Project (Exhibit B) by Resolution (Exhibit C).

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A013(959)
GREENHURST RD SIGNALS, NAMPA
CANYON COUNTY
KEY NO. 13959

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF NAMPA, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of installing crash reduction countermeasures at three intersections along East Greenhurst Road within the City's limits, which has been designated as Project No. A013(959). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23, CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated April 10, 2014.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to

the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of TWENTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$24,776), which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 27.5% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.

4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is _____, Phone No. _____.
5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit that amount to the State.
7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
8. To the extent provided by the Idaho Tort Claims Act, indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Nampa.

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF NAMPA

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

Reviewed by FS: AW 12/5/15

hm:13959 SLAConst.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF NAMPA**, hereafter called the **CITY**, for construction of Greenhurst Road Signals; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A013(959) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Nampa, held on _____, _____.

(Seal)

City Clerk

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 13959
 Project No: A013(959)
 Project Name: Greenhurst Rd Signals
 Sponsor: City of Nampa
 Description of work: This project will install Crash Reduction Countermeasures at three intersections along East Greenhurst Road.

Date of State/Local Agreement for Project Development: 4/10/2014

	FEDERAL	LOCAL
TOTAL ESTIMATED COST OF CONSTRUCTION <i>Includes E&C</i>		
APPROVED FORCE ACCOUNT WORK		
PLUS PE BY STATE (from 2101)		
PLUS PC BY LHTAC (from 2101)		
PLUS PC (from PC Agreements)		
MINUS ALL NON-PARTICIPATING		
PARTICIPATING TOTAL		
MATCH PERCENTAGES	92.66%	7.34%
PERCENTAGE AMOUNTS	\$357,360.90	\$28,308.10
MINUS FEDERAL MAXIMUM	\$0	
ADD OVERAGE (If Any To Local)	357,361	\$0
LOCAL SHARE OF CONSTRUCTION AMOUNT		\$28,308

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING (From above if work by contract)	\$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE (from PD Agreement)	\$1,000
MINUS APPROVED FORCE ACCOUNT WORK (From above)	\$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	\$2,532
<i>(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)</i>	
<i>(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)</i>	
<i>(Amounts must be supported by District Records Inspector Audit)</i>	
CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS	\$24,776

Comments:
 Revised by HM 12-23-15

PREPARED BY: Heather Parker | Date: 12/21/2015

IDAHO TRANSPORTATION DEPARTMENT
LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 94052

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF NAMPA, whose address is 411 Third Street South Nampa ID 83651, hereinafter called the "Sponsor," and HDR ENGINEERING, INC., whose address is 412 E. Parkcenter Blvd., Ste 100, Boise, ID, 83706, hereinafter called the "Consultant."

RATIFICATION

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

NOW, THEREFORE, the parties hereby agree as follows:

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

PROJECT NAME: GREENHURST RD SIGNALS, NAMPA
PROJECT NO: A013(959)
KEY NO: 13959

I. SUBCONSULTANTS

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

II. AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Steve Sprague, LHTAC; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

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

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.

- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1A.

- 2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

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

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by 3/1/2017.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.
- B. Compensation Amount
 - 1. Not-To-Exceed Amount: **\$34,000.00**
 - 2. Additional Services Amount: **\$1,500.00**
 - 3. Total Agreement Amount: **\$35,500.00**
- C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

- D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of \$34,000.00 to perform the work of this Agreement.

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

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

HDR ENGINEERING, INC.
Consultant

CITY OF NAMPA
Sponsor

By: *Kate Kelly*

By: _____

Title: Vice President

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

CONSULTANT AGREEMENT SPECIFICATIONS
Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

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

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.
15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

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

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction - Subsection 105.10 and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

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

IV. PERSONNEL

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

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are not to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

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

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

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

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

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

Cost Plus Fixed Fee

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

Cost

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

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

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

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

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

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

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

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

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

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

- b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

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

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

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

3. CHANGES IN WORK

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

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

An increase in compensation shall not result from underestimating the complexity of the work.

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

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

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

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

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be

given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

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

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration with the American Arbitration Association (AAA). Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

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

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

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain

copies of all data and documents for project files. All material acquired or produced by the Consultant under this contract may be public records under the Idaho Public Records Act. Reference Idaho Code Section 74-102(13).

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement. Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 1999; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 1999.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

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

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

11. LEGAL COMPLIANCE

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

12. SUBLETTING

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

13. PERMITS AND LICENSES

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

14. PATENTS

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

15. CIVIL RIGHTS ACT

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

a. Compliance With Regulations.

The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
(<http://www.itd.idaho.gov/civil/pdf/ecocc/dbesprgn.pdf>)

b. Nondiscrimination.

The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age or handicap/disability.

c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment.

In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age or handicap/disability.

d. Information and Reports.

The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the agreement.

e. Sanctions for Noncompliance.

In the event the Consultant or subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Consultant until they have achieved compliance;
- Suspension of the agreement, in whole or in part, until the consultant or subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
- Cancellation, termination or suspension of the Agreement, in whole or in part;
- Assess against the consultant's final payment on this agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.

f. **Incorporation of Provisions.**

The Consultant shall include the provisions of paragraphs a through e in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by regulations, orders, or directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interest of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

16. INSPECTION OF COST RECORDS

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

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

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

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

19. EMPLOYEE ELIGIBILITY

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

**Scope of Services - Negotiated
Greenhurst Road Signals, Nampa
Project A013(959), Key No. 13959**

This scope of services is for HDR Engineering, Inc. (HDR) to provide Construction, Engineering and Inspection (CE&I) services for the Greenhurst Road Signal project. The project generally consists of modifying traffic signals along Greenhurst Road at intersections with Sunny Ridge Road, Powerline Road, and Southside Boulevard.

The CE&I Team will provide qualified staff to perform Construction Administration, Project Inspection, Material Sampling and Testing, ESCP Inspection, Schedule Review, and Project Closeout Assistance. Services provided by the CE&I Team will meet the requirements of the ITD Contract Administration (CA) Manual and will comply with:

- Idaho Standard Specifications for Highway Construction, 2012 Edition
- Contract Plans and Specifications including:
 - Plans sealed by a Professional Engineer (Engineer of Record (EOR))
 - Special Provisions
 - Supplemental Specifications, January 2015
 - Erosion and Sediment Control Plan (ESCP) and Permits
- Quality Assurance Manual
- QC Special Provisions
- June 2015 Standard Drawings
- Title VI Special Provisions
- FHWA-1273 Federal-Aid Contract Provisions
- EEO Special Provisions 2011
- DBE RN 2011 Special Provisions
- General Wage Decision ID160094
- Addenda issued prior to bid opening

Key Understandings:

- The Local Highway Technical Assistance Council (LHTAC) will provide the Resident Engineer (RE). All work will be under the direction of LHTAC's RE or delegated representative.
- HDR will serve as the prime consultant and be LHTAC's main point of contact.
- The Construction Contract Time is 100 working days. A working day is defined in the Standard Specifications. The first 80 working days shall be for procurement of signal equipment with a long lead time. Contractor shall have 20 cumulative days to complete the construction. Contractor will be required to obtain preapproval to begin work upon verification that a complete intersection assembly has been received and is ready to be installed. Twenty days will start and stop as equipment becomes available and intersections are complete.
- Anticipated Construction Phases:
 - Preconstruction: May 31, 2016 through June 3, 2016 (1 week)
 - Procurement: June 6, 2016 through September 28, 2016 (80 WD)
 - Construction: September 29, 2016 through October 28, 2016 (20 WD)
 - Close-out: October 31, 2016 through December 30, 2016 (9 weeks)

- The Contractor's construction schedule will dictate which services are necessary by the CE&I Team and when they are needed.
- Each tester/inspector will be furnished with a vehicle equipped with an amber rotating/strobe warning beacon; a cellular phone; access to a computer; a camera; and appropriate personal protective equipment for the particular work being inspected.
- HDR will provide CE&I services from a City owned field office located at intersection of Amity Ave and Powerline Road in Nampa at no charge to the project.
- QA Material sampling and testing is not required.

Assumptions for Estimating Contract Hours and Direct Expenses:

- Preconstruction activities are anticipated to begin four weeks in advance of contract time.
- Close-out activities are anticipated to take 9 weeks following project completion.
- One (1) Project Manager is anticipated for the duration of the project, including preconstruction activities and project close-out. Work hours for Project Manager are estimated at:
 - 4 hrs total during preconstruction
 - 1 hr/wk during procurement
 - 5 hrs/wk during construction
 - 16 hrs total during close-out
- One (1) Lead Inspector is anticipated for the duration of the project, including preconstruction activities and project close-out. Work hours for Lead Inspector are estimated at:
 - 16 hrs total during preconstruction
 - 4 hrs/wk during procurement
 - 30 hrs/wk during construction
 - 40 hrs total during close-out
- Vehicles/mileage will be a direct cost to the project at Federal GSA rates.
- Claim support will be treated as an additional service.

Items to be provided by LHTAC:

- An authorized representative on behalf of LHTAC who is responsible for the project.
- Project Plans, Specifications, right-of-way permit, ESCP, RE file, and Minimum Testing Requirements (MTR).
- Remote access to LHTAC computer systems and project files including SiteManager, ProjectWise, MAP, and Egnyte or other software in use by LHTAC.
- EOR available to review shop drawings and to respond to RFIs from the Contractor as needed for issues that can not be resolved by CE&I staff.
- Approve Change Orders and provide copies of final Change Orders to the CE&I Team.
- Legal counsel if needed for claims review.

TASK 1 CONSTRUCTION ADMINISTRATION

The CE&I Team will provide construction administration duties in accordance with the CA Manual.

- 1.1 Project Preconstruction Administration** – The CE&I Team will assist with preparing for construction activities prior to the Contractor mobilizing. The team will review project documents, set up filing and tracking systems, establish a materials tracking system, and create project baselines.
- **Project Document Verifications** - Perform review of the project Plans, Specifications, Permits, ESCP, Right-of-Way Agreements, Special Provisions, and RE File (if any) provided by LHTAC.
 - **Project Filing and Tracking Systems** – Set up the filing system at project field office and review and recommend revisions to the MTRs if needed. Establish a communication tracking procedure. Project documents will be filed on Egnyte or other software in use by LHTAC,
 - **Project Take Off Documents** – Perform and provide required quantity take offs, create pre-construction baselines, and conduct a photo/video log report for pre-work conditions (including environmental conditions).
- 1.2 Pre-Construction Conference** – HDR will schedule and facilitate the Pre-construction Conference. HDR will prepare the agenda, and prepare forms and exhibits provided by or coordinated with LHTAC and City of Nampa. HDR will prepare and distribute meeting minutes.
- 1.3 Office Support** – Office Support tasks will meet the requirements of LHTAC and FHWA. Office Support tasks may include but are not limited to the following:
- **Labor Compliance** – Verify the Contractor’s and Subcontractor’s wage rates and check certified payrolls; monitor Contractor EEO Policy, Affirmative Action Plan, Training Program and DBE requirements for contract compliance; and perform job site checks and interviews to verify the project bulletin board and posters adhere to the contract. Coordinate correction of deficiencies through the RE.
 - **Subcontracts** – Review and recommend for approval/rejection the ITD-315 Contractor’s Request to Subcontract. Verify signed subcontract and FHWA Special Provisions are included, and that the request meets LHTAC requirements.
 - **Filing & Records Verification** – Maintain the project files at the project field office. Perform periodic checks of the files to verify records are accurately maintained and the filing system is current.
 - **Pay Estimate Preparation** – Enter approved pay quantities into SiteManager. Prepare estimates and determination of elapsed contract time at interval specified by LHTAC. Verify that current pay quantities are accurate and supported with Material Certifications or acceptable test results prior to payment.
 - **Materials Summary Report (MSR)** – Enter data in the MAP program in accordance with Table 425.1 of the Quality Assurance Manual. Review material certifications for contract compliance. Return non-compliant certifications to the Contractor for correction. Enter approved material certifications and test results in the MAP program. Independently check

MAP entries. Prepare the ITD-852 Material Certification Checklist and the ITD-860 Independent Assurance Test Log upon completion of the MSR.

- **Materials Certifications** – The CE&I Team will request certifications for all materials incorporated into the project. No materials will be incorporated or accepted for payment until the Certifications are received. Certifications will be entered into the MAP program.
 - **Meetings** – Provide office support for project meetings such as preparing agendas and furnishing minutes and sign in sheets. Meetings may include the preconstruction conference, regular progress meetings, and pre-work meetings for major items of work, issue resolution, etc. Anticipate up to two (2) meetings total. Meetings will be recorded but not transcribed unless requested.
- 1.4 Contract Submittal Review** – The CE&I Team will review contractor submittals for conformance to the contract documents as follows:
- **Traffic Control Plans** – Review plans for compliance with MUTCD and ITD specifications.
 - **Requests for Information (RFI)** – The CE&I Team will review contractor RFIs and prepare draft responses for the RE. If additional information or clarification is necessary, the EOR will be contacted for contract clarifications. Estimate up to ten (10) RFI's.
 - **Interpretations and Clarifications** – The CE&I Team will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that affect erosion and environmental permitting will be reviewed by LHTAC prior to final disposition.
 - **Materials Review** - The team will review materials proposed to be incorporated into the work.
 - **General Submittals** – The CE&I Team will review contractor submittals for compliance with contract requirements, recommend submittals for approval or rejection, and draft response letters for the RE. Submittals will be tracked according to current Residency procedures. Estimate up to twelve (12 each) submittals.
 - **Shop Drawing Log** - The CE&I Team will assist LHTAC with tracking shop drawings submitted by the Contractor. Submittals will be forwarded to the EOR for review and approval. The CE&I Team will coordinate with the EOR to encourage timely review of the submittals. The RE will be contacted if delays are anticipated.
- 1.5 Analyze and Prepare Change Orders** – The CE&I Team will prepare and analyze change orders as assigned by LHTAC for review and submittal to the RE. The CE&I Team will consult with the RE and prepare the ITD-2317 and other documents necessary to complete the change order process. Discussions with LHTAC concerning change orders will take place through the RE. If contract time is affected by the change order, a schedule analysis will be performed under task 1.6. Estimate up to three (3) change orders.

1.6 Construction Schedule Review/Analysis – The CE&I Team will review and analyze the construction schedule as follows:

- Review Contractor’s baseline schedule for conformance with contract requirements and scheduling logic, and provide written comments. Review updated baseline schedule to verify comments have been adequately addressed and provide a recommendation for approval of baseline schedule.
- Review monthly schedule updates for conformance with specifications and progress of work. Provide comments including delays or potential delays to the project as shown in the schedule. Anticipate one (1) update and one (1) as-built schedule.
- The CE&I Team will conduct monthly schedule progress meetings; review and analyze the construction schedule; and make recommendation to accept the schedule updates.
- The CE&I Team will analyze the construction schedule for Contractor’s requests for time extensions and proposed change orders impacting contract time; make recommendations to the RE regarding approval or rejection of requests for time extensions based on the schedule analysis.

Key Understandings for Construction Schedule Review/Analysis:

- No analysis required for contract time extensions.
- The CE&I Team will review the schedules for accuracy of actual start and finish dates.
- Estimate one (1) requests for time extensions impacting contract time requiring schedule analysis.
- Estimate up to two (2) schedule update reviews (one update and one as-built).

TASK 2 PROJECT INSPECTION

ITD Inspector Qualification Program (IQP) certified inspectors will perform inspections. The frequency and scope of inspections will vary with the work activity being performed and will be in accordance with ITD’s procedures, policies, and directives.

2.1 On-Site Project Inspection – The CE&I Team will provide on-site project inspection and perform the following:

- **Inspector Diaries** – Inspectors will prepare daily diaries using the ITD-0025 Standard Construction Diary. Daily diaries will include Contractor’s hours on the site, equipment used, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, general observations, and specific observation of test procedures.
- **Monitoring Contractor Activities** – Contractor activities will be recorded to track progress and compliance with contract work. Work that is in non-conformance with the contract documents will be immediately reported to the Contractors’ superintendent and HDR superiors
- **Pay Quantity Collection** – The CE&I Team will develop all pay item quantities of accepted work and resolve differences in quantities with the Contractor quantities prior to forwarding quantities for payment.

- **Safety** – The Contractor is responsible for site safety. The CE&I Team are not liable for safety violations which are the responsibility of the Contractor. The CE&I Team will report safety violations observed during the inspection of the construction activities to the Contractor and LHTAC RE.

2.2 Environmental & Erosion Control Monitoring – The CE&I Team will monitor environmental and erosion control as follows:

- **Environmental & Erosion Control Monitoring** – LHTAC will review the Contractor’s Erosion and Sediment Control (ESC) Plan. The project does not require ground disturbance. Therefore, no inspections are required by the CE&I Team. The Contractor will prepare weekly reports to comply with the Nampa ESC permit. The CE&I Team will review the reports and file in project records.

TASK 3 MATERIAL SAMPLING AND TESTING

The CE&I Team will monitor the Contractors Quality Control Plan in accordance with the Quality Assurance (QA) Special Provisions. QA Material sampling and testing is not anticipated on this project.

3.1 Contractor Quality Control Plan – Monitor the Contractor’s Quality Control Plan in accordance with the QA Special Provisions. Verify the Contractor is performing quality control tests at the required frequency and that results indicate the materials meet specifications. If tests indicate materials do not meet specifications, notify LHTAC.

Key Understandings:

- Test results will be entered into MAP, and entries will be checked independently.

TASK 4 PROJECT CLOSE-OUT

The CE&I Team will prepare project documentation to close out the project as follows:

4.1 Project Close-Out – The CE&I Team will prepare project documentation to close out the project as follows:

- **Contract Documents** – Project records will be filed at the RE’s office or as designated by the RE. CE&I will conduct a final review of contract documents including tests and approvals, shop drawings, and material certifications required so they are ready for review by the District Materials Section and the District Records Inspector (DRI). The CE&I Team will provide replies to inquiries by the DRI or Materials Sections regarding project documentation provided by the CE&I Team.
- **Substantial Completion** – An inspection will be completed when the Contractor notifies LHTAC that the project is substantially complete and ready for its intended use to verify substantial completion. A letter of substantial completion will be prepared at the conclusion of the inspection if there are no outstanding work items.

- **Final Inspection** – A final inspection will be completed to verify that the work is acceptable prior to the CE&I Team recommending that final payment to the Contractor be issued. Recommendations will be made by the CE&I Team verifying that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement. The HDR project manager and lead inspector will be present during the final inspection.
- **Record Drawings** – The CE&I Team will timely request record drawings due, review the record drawings received from the Contractor and compare the information to contract requirements. Record drawings will be sent back to Contractor for corrections if needed.

Task 5 PROJECT MANAGEMENT

The CE&I Team will provide project management for the duration of the project, estimated up to seven (7) months.

5.1 Project Management – The CE&I Team will provide Project Management as follows:

- The CE&I Team will provide adequate, qualified staff to perform the tasks identified in this scope of work.
- The CE&I Team will prepare monthly invoices and progress reports to be submitted to LHTAC's RE for review and payment.
- The CE&I Team will prepare a Project Guide summarizing pertinent information regarding the project such as project contact information, emergency contact information, safety guide, and quality control guide.

Project Schedule

See Key Understandings above.

Man-hour Estimate

Consultant: HDR
 Project Name: Greenhurst Road Signals - Negotiated
 Project: A013(959)
 Key No.: 13959

TASK #	TASK DESCRIPTION	Total	Principal	Project Manager	Lead Inspector	Accountant
1	CONSTRUCTION ADMINISTRATION	188		30	158	
1.1	Project Start Up Administration	20		4	16	
1.2	Pre-Construction Conference	9		3	6	
1.3	Office Support	48		8	40	
1.4	Contract Submittal Review	83		11	72	
1.5	Analyze and Prepare Change Orders	15		3	12	
1.6	Construction Schedule Review/Analysis	13		1	12	
2	PROJECT INSPECTION	90		8	82	
2.1	On-Site Project Inspection	88		8	80	
2.2	Environmental and Erosion Control Monitoring (ESCP)	2			2	
3	MATERIALS SAMPLING AND TESTING	12			12	
3.1	Material Sampling and Testing	12			12	
4	PROJECT CLOSE OUT	56		16	40	
4.1	Project Close-Out	56		16	40	
5	PROJECT MANAGEMENT	45	1	14		30
5.1	Project Management	45	1	14		30
TOTAL LABOR HOURS		391	1	68	292	30

TTCP: 1 ea
 RFI: 10 ea
 Submittal: 12 ea
 CO: 3 ea
 Schedule: 3 ea

4 wks @ 20 hrs/wk

CONSULTANT NAME: HDR
PROJECT: Greenhurst Road Signals - Negotiated
PROJECT NO.: A013(959)
KEY NO. 13959

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days		Man-Hours		Labor Rate	Overhead 121.14%	FCCM 0.13%	Net Fee 10%	Loaded Rate	Total
1	Principal	K. Eldridge	0.13	=	1.00	@ \$78.00	\$94.49	\$0.10	\$17.25	\$189.84	\$189.84
2	Project Manager	R. Kinder	8.50	=	68.00	@ \$58.03	\$70.30	\$0.08	\$12.83	\$141.24	\$9,604.03
3	Lead Inspector	J. Dovel	36.50	=	292.00	@ \$29.36	\$35.57	\$0.04	\$6.49	\$71.46	\$20,865.60
4	Accountant	C. Reed	3.75	=	30.00	@ \$29.42	\$35.64	\$0.04	\$6.51	\$71.60	\$2,148.11
TOTAL LABOR											\$32,807.58

B. OUT-OF-POCKET EXPENSES (See attached back up)

\$1,168.00

TOTAL

\$33,976.00

Consultant HDR
Project Greenhurst Road Signals
Project Number A013(959)
Key Number 13959

Vehicles	Staff	Monthly Miles	Months (during construction)	Total Miles	Federal GSA Rate	Total
Vehicle 1	Project Manager	100	1	100	0.54	\$54.00
Vehicle 2	Lead Inspector	1600	1	1600	0.54	\$864.00
Total Vehicles						\$918.00

Misc Printing/Copying, postage **\$250.00**

TOTAL OUT-OF-POCKET EXPENSES **\$1,168.00**

ENCROACHMENT AGREEMENT 1725 ASPEN GROVE STREET

- 1725 Aspen Grove Street is located in the Midland Park Subdivision adjacent to the Edwards Lateral (See attached exhibit A).
- The home was built in the spring of 2002.
- In the fall of 2002 the property owners applied for and were issued a building permit for a garage/shop building on the property.
- The property was recently inherited by Debra Clover from her parents.
- In the process of selling the property it was discovered the garage/shop is located over the pressure irrigation main which is within the rear general utility easement, as well as part of the Edwards Lateral easement.
- Engineering and Waterworks Division staff has reviewed the site.
- The proposed encroachment agreement:
 - Allows the structure to remain in its current location until such time as the City needs access to the easement/pressure irrigation main.
 - Requires the property owner to remove the structure or relocate the pressure irrigation main at the direction of the City.
 - Indemnifies the City from damage from the pressure irrigation line to the garage/shop.
- The City Attorney has reviewed and approved the proposed encroachment agreement from a legal standpoint.
- The property owner is in contact with Nampa and Meridian Irrigation District and is working through a license agreement with them to allow the encroachment into the Edwards Lateral easement

REQUEST: Authorize Mayor to sign the Encroachment Agreement (Exhibit B) with Debra June Clover.

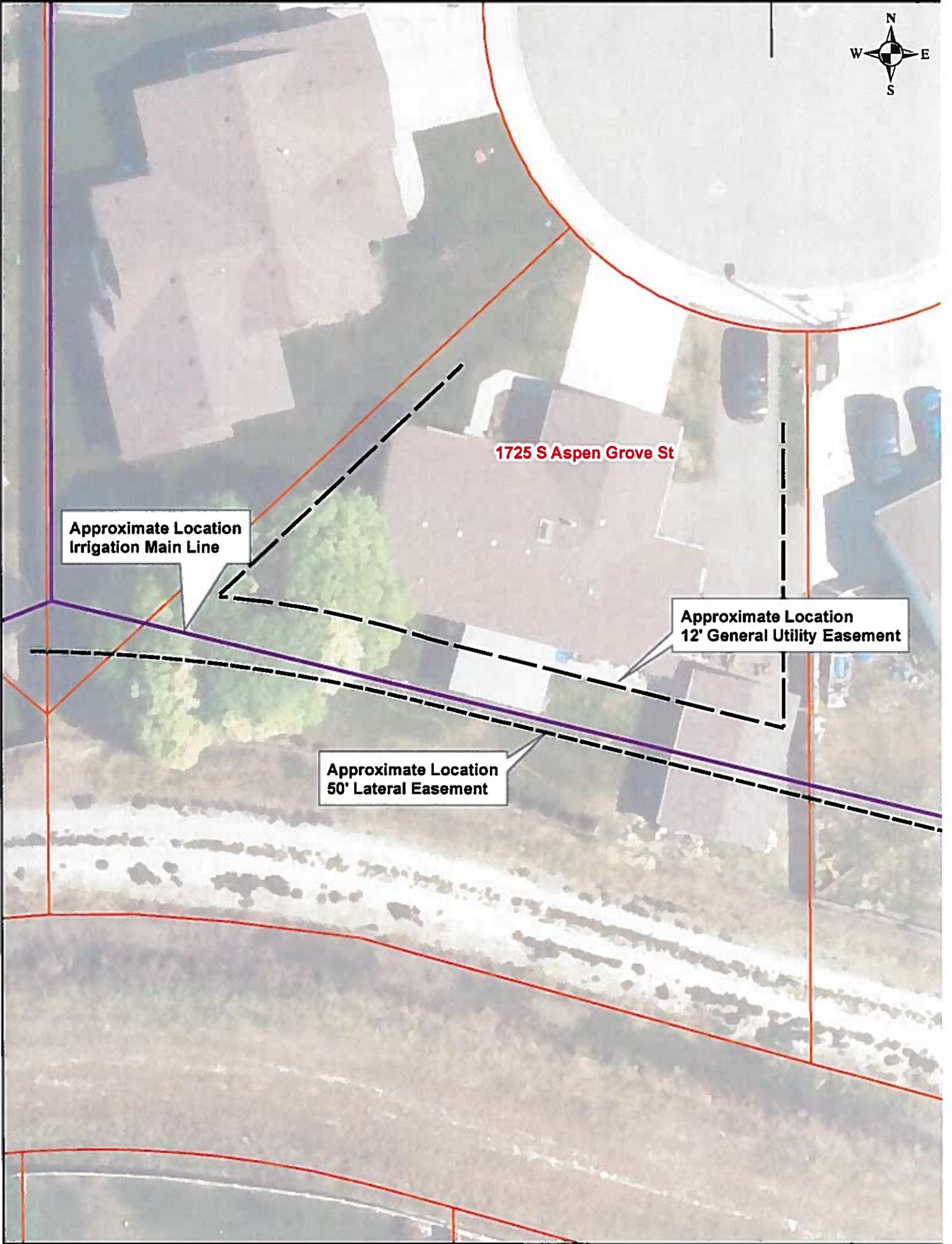


1725 S Aspen Grove St

Approximate Location
Irrigation Main Line

Approximate Location
12' General Utility Easement

Approximate Location
50' Lateral Easement



ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CITY OF NAMPA, a municipal corporation, hereinafter referred to as the "City", and Debra June Clover, hereinafter collectively referred to as "Second Party".

WITNESSETH:

WHEREAS, the City has a public easement on and/or an easement through the following described real property located at 1725 South Aspen Grove Street, Nampa, Idaho, Canyon County, which is owned by Second Party, described as:

See attached Exhibit "A"

WHEREAS, Second Party desires an encroachment agreement for a garage/shop structure constructed over a public utility easement hereinafter referred to as the "improvement," on Second Party's above described property, which improvement would encroach upon the City's easement.

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

1. The Second Party recognizes that the improvement on the City's right of way is an encroachment.

2. Upon notification from the City that the encroached area must be utilized by the City for maintenance or construction of utilities the Second Party agrees that Second Party will, within 30-days of such notification, remove the encroachment from the City's easement or relocate the existing pressure irrigation line such that it no longer is located beneath the improvement at Second Party's expense. In the event the Second Party fails, within such 30-day period to remove the encroachment, the City may cause said encroachment to be removed and the expense of such removal will be borne by the Second Party, who agrees to pay the same. Restoration of the improvement following such maintenance or construction, if practical, shall be the responsibility of Second Party.

3. Notwithstanding anything herein contained to the contrary, the City shall have the right to immediately cancel and terminate this Agreement at any time and without prior notice to Second Party; the City can require the Second Party to permanently remove the improvements, installations or manner of encroachment from the easement at Second Party's own expense, and if Second Party shall fail to do so within 30 days from City's notification to Second Party, the City may cause all improvements, installations or manner of encroachment to be removed from the right of way and the expense of said removal will be borne by the Second Party, who agrees to pay the same.

4. Second Party shall construct, maintain and repair the improvement at Second Party's own cost and expense.

5. In consideration for allowing Second Party to encroach upon its right of way at no charge, Second Party does hereby indemnify and hold the City and its personnel, employees and agents harmless from any and all liability, loss, claim, demand or action, costs or attorneys fees, by any person and/or entity, or any assigns of any claims, arising from the encroachment upon and use of this easement by Second Party or any persons going onto the easement, whether invitees of Second Party or otherwise.

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

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

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

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

CITY OF NAMPA - APPROVED BY:

AUTHORIZED SIGNATOR(S):

Robert L. Henry, Mayor

Debra June Clover

ATTEST:

Deborah Bishop, City Clerk

Date

CONSENT TO BID WELLS 1 AND 2 DEMOLITION AND ABANDONMENT

- Wells 1 and 2 are located at 116 10th Avenue North and consist of two wells, a brick building and large concrete cistern.
- These wells have not been used in the domestic water system for approximately 20 years.
- Last fall staff found the concrete lid to the cistern had begun to fail and subsequently a portion of the lid collapsed into the cistern.
- Because the wells are no longer needed for the operation of the domestic water system staff contracted with SPF Water to prepare bid and contract documents to demolish the structures and abandon the wells on the site.
- The demolition and abandonment of the structures and wells are estimated to cost \$105,000
- Staff had planned to wait until FY17 to complete the demolition and abandonment however with the collapse of a portion of the cistern staff recommends proceeding now
- Funding for this project will be brought forward in the forthcoming budget amendment and removed from the FY17 budget requests
- Upon completion of the demolition and abandonment staff plans to bring forward a declaration of surplus property and take the property to auction.
- SPF and staff recommend proceeding with the formal bidding process.

REQUEST: Authorize spending authority, pending a budget amendment, and authorize Engineering to proceed with the formal bidding process for the Wells 1 and 2 Demolition and Abandonment project.

Exhibit A



BID AWARD

Environmental Compliance Division Laboratory-Grade Autoclave Equipment

- The Environmental Compliance Division (ECD) laboratory uses an autoclave to sterilize equipment that is used for bacteria testing
- The current autoclave does not function accurately; performance and operational demands are not being met
- ECD needs a laboratory-grade autoclave that will meet current and future needs of the laboratory
- On May 16, 2016, City Council authorized bidding the project
- The City received one (1) bid from:
 - Tuttnauer™ USA Co. Ltd. (Tuttnauer)
- Staff has reviewed the bid and price submitted. Staff's initial estimate was \$42,504.00 for lab grade equipment. The bid as submitted appears reasonable for the type and quality of equipment required
- Tuttnauer was determined to be the lowest responsive bidder at \$40,923 (see Exhibit A). All necessary public bidding requirements appear to be satisfied
- The project is funded under the fiscal year 2016 ECD Budget
- Contractor will be required to provide necessary insurance and other documents before the agreement can be executed and the Notice to Proceed issued
- ECD staff have reviewed the bid and recommend award to Tuttnauer

REQUEST: Award bid and authorize Mayor to sign contract for Laboratory-Grade Autoclave Procurement with Tuttnauer™ USA Co. Ltd. in the amount of \$40,923

Exhibit A



REQUEST FOR QUOTATION
Nampa WW Laboratory-Grade Autoclave
 City of Nampa, Idaho 83651
 Environmental Compliance Division
 340 W Railroad Street

Project Name: Nampa WW Laboratory-Grade Autoclave Procurement
Project Number: 06.1-1634
Date: May 23, 2016
Quote No Later Than: June 9, 2016
Substantial Completion Date: September 30, 2016

I. PROJECT SUMMARY INFORMATION

The intent of this project is to procure a laboratory-grade autoclave for use in the City of Nampa Environmental Compliance Division Laboratory. The autoclave must satisfy requirements stated in Section 11974.

II. QUOTATION BID SCHEDULE

Bidders shall submit a Bid on a lump sum basis for the Base Bid. All prices that Bidder sets forth in its Bid shall be based on the presumption that the Vendor/Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda.

Provide alternate laboratory-grade autoclave products in compliance with the requirements of Section 11974 and equal to the products specified therein as determined by the Engineer based on submittal information provided with this Bid. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

BASE BID

The Bidder proposes to furnish the following equipment F.O.B. to the City of Nampa Environmental Compliance Division, 304 W. Railroad St., Nampa, Idaho for the prices shown below:

BID ITEM #	Spec. #	Item Description	Estimated Quantity	Unit	Unit Price Bid	Amount Bid
1	11974	Laboratory-Grade Autoclave	1	LS	\$40,923	\$40,923
TOTAL PRICE						\$40,923

(Excluding option)

Bidder's shall include the following submittal information as an attachment to their bid. Further information regarding these submittals is found in Section 11974.

1. Technical documentation demonstrating equipment meets specification.
2. Fabrication drawings for autoclave with full dimensions.

*option:
 Descal-A-Matic Model DC-3
 \$2,200*

3. Plan, cross-section, and details showing proposed mounting for autoclave installation.
4. List of installation materials and requirements.
5. Applicable operation and maintenance information.
6. List of personnel safety features.

III. WORK SITE LOCATION

The project location is the Nampa Environmental Compliance Division Laboratory located at 340 W Railroad Street in Nampa, Idaho.

IV. COMPLETION TIME AND DATES

The work will be substantially complete no later than September 30, 2016. All items will be ready for final payment in accordance with the Contract Agreement no later than September 30, 2016.

V. MEASUREMENT AND PAYMENT

All prices above will include all labor, tools and materials necessary to complete the work per each, set in place. Payment will be made under the pay reference numbers listed above. Invoice by the 5th of each month for any items delivered the previous month.

VI. INSURANCE REQUIREMENTS

Proof of insurance meeting the requirements of the Contract Agreement.

VII. SIGNATURE OF CONTRACTOR

Please contact our Wastewater Program Manager, Brown and Caldwell, at (208)389-7717 for more information. Minority and women's owned businesses are encouraged to quote. The City of Nampa is an Equal Employment Opportunity (EEO) employer.

The City reserves the right to reject any or all bids in the best interests of the City of Nampa.

RETURN THIS FORM TO:
City of Nampa
Engineering Division
411 3rd Street South
Nampa, ID 83651

Company Tuttnaver USA Co. Ltd.

Signature Jacelyn

Date 6/8/16 Phone 631-930-0451

Public Works License # N/A

Sale of Real Property
1744 Garrity Boulevard, Nampa, Idaho

Idaho Code requirements have been satisfied to date to sell City owned property located at 1744 Garrity Boulevard (Parcel No. R1428551800).

- On May 2, 2016, City Council declared property as underutilized and not used for public purposes and should be offered for sale; minimum price set at \$34,000.00
- City Clerk published summary of action taken and notice of public hearing of proposed sale in official newspaper 14 days before the date of public hearing
- After public hearing, and if passed by Council, property will be sold at public auction
- Notice of auction will be published in official newspaper 14 days before the sale of property
- Notice of auction will be sent directly to adjacent property owners
- Public auction will be scheduled for Thursday, July 14, 2016, at 9:00 a.m. in City Council Chambers
- If no bids are received the City shall have the authority to sell the property as it deems is in the best interests of the City

REQUEST: Authorize sale of 1744 Garrity Boulevard (Parcel No. R1428551800), Nampa, Idaho, to be sold at public auction with minimum price set at \$34,000.00.

ORDINANCE NO. _____

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, AMENDING TITLE 3, CHAPTER 7, SECTION 3-7-1, SECTION 3-7-4, AND SECTION 3-7-5, OF THE NAMPA CITY CODE, ALL PERTAINING TO DEVELOPMENT IMPACT FEES; PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 1, 2016; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Title 3, Chapter 7, Section 3-7-1, Section 3-7-4, Section 3-7-5 of the Nampa City Code, all relating to Development Impact Fees, be amended as follows:

3-7-1: LEGISLATIVE FINDINGS:

The city council of the city of Nampa, Canyon County, Idaho, finds that:

...

J. In order to implement an equitable development impact fee system for the city capital facilities, the city retained ~~BBC Research & Consulting~~ Galena Consulting to prepare an impact fee study for these types of facilities. The resulting document is titled "City Of Nampa, Idaho Impact Fee Study And Capital Improvement Plans", dated March 1, ~~2007~~2016 (the "development impact fee study"), and that document is hereby incorporated by reference.

...

3-7-4: DEFINITIONS:

For the purpose of this chapter, the following terms shall have the following meanings, some of which are assigned by Idaho Code section 67-8203, as indicated:

...

DEVELOPMENT IMPACT FEE STUDY: The document entitled "City Of Nampa, Idaho Development Impact Fee Study And Capital Improvement Plans", dated March 1, ~~2007~~2016, prepared by ~~BBC Research & Consulting~~ Galena Consulting for the city, that sets forth reasonable methodologies and analyses for determining the impacts of various types of development on the city capital

facilities and determines the cost of expansions to those facilities necessary to meet the demands created by new development.

...

3-7-5: DEVELOPMENT IMPACT FEES IMPOSED:

...

C. Fee Table And Calculation Of Amount Of Development Impact Fees:

1. Fee Table

<u>Impact Fee Category</u>	<u>Amount</u>
Police fees:	
Single-family <u>(per unit)</u>	\$ 283.00 <u>0.00</u>
Multi-family <u>(per unit)</u>	283.00 <u>0.00</u>
Retail (per square foot)	0.13 <u>0.00</u>
Office (per square foot)	0.13 <u>0.00</u>
Industrial (per square foot)	0.13 <u>0.00</u>
Fire fees:	
Single-family <u>(per unit)</u>	242.00 <u>185.00</u>
Multi-family <u>(per unit)</u>	242.00 <u>185.00</u>
Retail (per square foot)	0.100 <u>.12</u>
Office (per square foot)	0.100 <u>.12</u>
Industrial (per square foot)	0.100 <u>.12</u>
Street fees:	
Single-family <u>(per unit)</u>	605.00 <u>379.00</u>

Multi-family (per unit)	372.00 <u>235.00</u>
Retail (per square foot)	4.78 <u>3.57</u>
Office (per square foot)	0.20 <u>0.48</u>
Industrial (per square foot)	0.14 <u>0.09</u>
Parks and recreation fees:	
Single-family (per unit)	1,143.00 <u>1,242.00</u>
Multi-family (per unit)	1,143.00 <u>1,242.00</u>
Total fees:	
Single-family (per unit)	2,243.00 <u>1,805.00</u>
Multi-family (per unit)	2,040.00 <u>1,661.00</u>
Retail (per square foot)	2.04 <u>3.69</u>
Office (per square foot)	0.43 <u>0.60</u>
Industrial (per square foot)	0.37 <u>0.21</u>

2. Levels Of Service: The levels of service upon which the foregoing fees are calculated are as follows:

~~Police: Four hundred four (404) square feet of police facility space per officer, based on 1.6 officers per one thousand (1,000) population; a firearms training facility at an approximate cost of eight hundred seventy five thousand dollars (\$875,000.00) of which only fifteen percent (15%) is growth related and therefore only fifteen percent (15%) of that total cost may be funded from impact fees.~~

Fire: Ninety percent (90%) fractile response time of five (5) ~~six (6)~~ minutes and twenty ~~six (26) nine (9)~~ seconds or less which requires that fully furnished and staffed fire stations be placed so that no part of the city is more than 1.5 miles from a fire station; ~~The fees are calculated on the basis that an additional fire station will need to be constructed in the next ten (10) years and equipped with one fire engine and, support vehicles, of which one hundredeighty two percent (82100%) is calculated to be growth related and therefore one hundredeighty two percent (82100%) of the cost of which is eligible for imposition of development impact fees; and an additional truck will need to be purchased to serve the area~~

around this new station as well as serving other stations, of which fifty percent (50%) is calculated to be growth related and therefore fifty percent (50%) of the cost of which is eligible for imposition of development impact fees.

Parks: ~~3.84-321~~ acres of developed parks per one thousand (1,000) population; plus an additional swimming pool one hundred percent (100%) of which is attributable to new growth ~~specialty recreation items including twenty thousand (20,000) square feet of recreation center expansion one hundred percent (100%) of which is attributable to new growth, a new senior community center only thirteen percent (13%) of which is attributable to new growth,~~ and one additional skate park only ~~thirteen~~sixteen percent (~~13~~16%) of which is attributable to new growth; and associated equipment with a life expectancy in excess of ten (10) years.

Streets: Nampa's street system currently operates at a level of service "D", which means that while many streets are increasingly congested, they are not yet at capacity. Some streets facilities in the City meet and/or exceed level of service D, while other may be at a level of service E or F. The fees are calculated on a basis that will increase capacity of intersections, bridges and culverts to ensure the current level of service does not decrease due to new growth. The portion of these projects attributable to new growth ranges from 18%-100%.

Section 2. In accordance with Idaho Code § 64-8206(6), this ordinance shall be in full force and effect from and after October 1, 2016.

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

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

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this 18th day of July, 2016.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this 18th day of July, 2016.

ATTEST:

Mayor Robert L. Henry

City Clerk (or Deputy)

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

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL, AMENDING TITLE 3, CHAPTER 7, SECTION 3-7-1, SECTION 3-7-4, AND SECTION 3-7-5, OF THE NAMPA CITY CODE, ALL PERTAINING TO DEVELOPMENT IMPACT FEES; PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 1, 2016; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

Section 1: Amends Title 3, Chapter 7, Sections 3-7-1, 3-7-4, and 3-7-5, of the Nampa City Code, all pertaining to Development Impact Fees, by citing the new and updated "City of Nampa, Impact Fee Study and Capital Improvement Plans," dated March 1, 2016, together with amending references to the consultant who prepared that document, by implementing updated Development Impact Fees in the fee table found in Section 3-7-5 of the Nampa City Code, and by amending the code's description of the levels of service upon which said impact fees are calculated.

Sections 2 through 4: Provides that this ordinance shall be in full force and effect from and after October 1, 2016; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. ____ provides an effective date, which shall be October 1, 2016. Ordinance No. ____ was passed by the Council and approved by the Mayor on the 18th day of July, 2016. The full text of the Ordinance is available at Nampa City Hall, 411 Blaine Street, Nampa, Idaho 83605. The Mayor and City Council approved the foregoing summary on the 18th day of July, 2016, for publication on the 25th day of July, 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 18th day of July, 2016.
Mark Hilty, Attorney for City of Nampa

FINAL REPORT

March 1, 2016

**City of Nampa, Idaho
Impact Fee Study and
Capital Improvement Plans**

Prepared for

City of Nampa
411 3rd Street South
Nampa, ID 83651

Prepared By

Galena Consulting
Anne Wescott
1925 North Montclair Drive
Boise, ID 83702



Section I.

Introduction

This report regarding impact fees for the City of Nampa, Idaho is organized into the following sections:

- An overview of the report’s background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions. Each section follows sequentially.

Background and Objectives

The City of Nampa, Idaho (City) hired Galena Consulting to calculate impact fees for the City’s Police, Fire, Parks and Public Works (Streets) Departments.

This document presents impact fees based on the City’s demographic data and infrastructure costs before credit adjustment; calculates the City’s monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act) which specifically gives cities, towns and counties the authority to levy impact fees. The Idaho Code defines an impact fee as “... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development.”¹

Purpose of impact fees. The Impact Fee Act includes the legislative finding that “... an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho.”²

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.³ Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;⁴
- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;⁵
- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;⁶
- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.⁷

¹ See Section 67-8203(9), Idaho Code. "System improvements" are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include: parks, open space and recreation areas, and related capital improvements; and public safety facilities, including law enforcement, fire, emergency medical and rescue facilities. See Sections 67-8203(3), (24) and (28), Idaho Code.

² See Section 67-8202, Idaho Code.

³ As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of "rough proportionality." Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. See *Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. City of Tigard*, 512 U.S. 374 (1994).

⁴ See Sections 67-8202(4) and 67-8203(29), Idaho Code.

⁵ See Section 67-8210(4), Idaho Code.

⁶ See Sections 67-8204(1) and 67-8207, Idaho Code.

⁷ See Section 67-8210(1), Idaho Code.

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);⁸
- Identification of all existing public facilities;
- Determination of a standardized measure (or service unit) of consumption of public facilities;
- Identification of the current level of service that existing public facilities provide;
- Identification of the deficiencies in the existing public facilities;
- Forecast of residential and nonresidential growth;⁹
- Identification of the growth-related portion of the Police, Fire, Parks and Streets Capital Improvement Plans;¹⁰
- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;¹¹
- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;¹²
- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;¹³ and
- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.¹⁴

How should fees be calculated? State law requires the City to implement the Capital Improvement Plan methodology to calculate impact fees. The City can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the City to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned

⁸ See Section 67-8205, Idaho Code.

⁹ See Section 67-8206(2), Idaho Code.

¹⁰ See Section 67-8208, Idaho Code.

¹¹ See Section 67-8207, Idaho Code.

¹² See Sections 67-8209 and 67-8210, Idaho Code.

¹³ See Section 67-8208, Idaho Code.

¹⁴ See Sections 67-8204 and 67-8206, Idaho Code.

levels of service do not exceed the current levels of service.¹⁵ This list and cost of capital improvements constitutes the capital improvement element to be adopted as part of the City's individual Comprehensive Plan.¹⁶ Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The City intending to adopt an impact fee must first prepare a capital improvements plan.¹⁷ To ensure that impact fees are adopted and spent for capital improvements in support of the community's needs and planning goals, the Impact Fee Act establishes a link between the authority to charge impact fees and certain planning requirements of Idaho's Local Land Use Planning Act (LLUPA). The local government must have adopted a comprehensive plan per LLUPA procedures, and that comprehensive plan must be updated to include a current capital improvement element.¹⁸ This study considers the planned capital improvements for the ten-year period from 2009 the end of 2018 that will need to be adopted as an element the City's Comprehensive Plan.

Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a "proportionate share" of the cost of public facilities to serve that new growth. "Proportionate share" is defined as ". . .that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project."¹⁹ Practically, this concept requires the City to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are "earmarked" to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be "reasonable and fair." Impact fees should take into account the following:

¹⁵ As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the City's current level of service by quantifying the City's current investment in capital improvements for each impact fee category, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

¹⁶ See Sections 67-8203(4) and 67-8208, Idaho Code.

¹⁷ See Section 67-8208, Idaho Code.

¹⁸ See Sections 67-8203(4) and 67-8208, Idaho Code.

¹⁹ See Section 67-8203(23), Idaho Code.

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the City to growth-related system improvements; and
- All other available sources of funding such system improvements.²⁰

Through data analysis and interviews with the City and Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2009 to 2018. This is consistent with the Impact Fee Act.²¹ Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is “a standard measure of consumption, use, generation or discharge attributable to an individual unit²² of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement.”²³ The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.²⁴
- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a “conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial.”²⁵ In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, every impact fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

²⁰ See Section 67-8207, Idaho Code.

²¹ The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. See Sections 67-8204(16), 67-8208(1)(f) and 67-8208(1)(g), Idaho Code.

²² See Section 67-8203(27), Idaho Code.

²³ See Section 67-8203(27), Idaho Code.

²⁴ The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

²⁵ See Section 67-8208(1)(c), Idaho Code.

Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to “. . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years.”²⁶ The impact fee study team recommends a 10-year time period based on the City’s best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.²⁷ Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.²⁸ The total cost of improvements over the 10 years is referred to as the “CIP Value” throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories. Each fee category was charged its pro-rated percentage of the cost of the impact fee study.

The forward-looking 10-year CIPs for Nampa’s Police, Fire, Parks and Streets Departments each include some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the City to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

- 1. Who is currently served by the City?** This includes the number of residents as well as residential and nonresidential land uses.
- 2. What is the current level of service provided by the City?** Since an important purpose of impact fees is to help the City *achieve* its planned level of service²⁹, it is necessary to know the levels of service it is currently providing to the community.
- 3. What current assets allow the City to provide this level of service?** This provides a current inventory of assets used by the City, such as facilities, land and equipment. In addition, each asset’s replacement value was calculated and summed to determine the total value of the Police, Fire, Parks and Streets current assets.

²⁶ See Section 67-8208(1)(h).

²⁷ This assumes the planned levels of service do not exceed the current levels of service.

²⁸ The Impact Fee Act allows a broad range of improvements to be considered as “capital” improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. See Sections 67- 8203(28) and 50-1703, Idaho Code.

²⁹ This assumes that the planned level of service does not exceed the current level of service.

4. **What is the current investment per residential and nonresidential land use?** In other words, how much of each service provider's current assets' total value is needed to serve current residential households and nonresidential square feet?
5. **What future growth is expected in the City?** How many new residential households and nonresidential square footage will the City serve over the CIP period?
6. **What new infrastructure is required to serve future growth?** For example, how many new engines will be needed by the City of Nampa Fire Department within the next ten years to achieve the planned level of service of the City?³⁰
7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the City. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the City. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

"GRUM" Analysis

In Nampa, as in any local government, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the City invests in capital projects, the study team conducted a "GRUM" analysis on all projects listed in each CIP:

- **Growth.** The "G" in GRUM stands for growth. To determine if a project is solely related to growth, we ask "Is this project designed to maintain the current level of service as growth occurs?" and "Would the City still need this capital project if it weren't growing at all?" "G" projects are only necessary to maintain the City's current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.
- **Repair & Replacement.** The "R" in GRUM stands for repair and replacement. We ask, "Is this project related only to fixing existing infrastructure?" and "Would the City still need it if it weren't growing at all?" "R" projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

³⁰ This assumes the planned level of service does not exceed the current level of service.

- **Upgrade.** The “U” in GRUM stands for upgrade. We ask, “Would this project improve the City’s current level of service?” and “Would the City still do it even if it weren’t growing at all?” “U” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.
- **Mixed.** The “M” in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. “M” projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be “mixed,” with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The City will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section VI of this report.

Exhibits found in Sections III through VI of this report detail all capital improvements planned for purchase over the next ten years by the City.

Section II. Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2015 through 2025 for the City. These projections were based on current growth estimates from COMPASS as well as recommendations from City Staff.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the City's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The following Exhibit II-1 presents the current and future population for the City.

Exhibit II-1: Current and Future Population in the City of Nampa, Idaho

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

Source: COMPASS

Nampa currently has approximately 84,821 persons residing within the existing City limits. Over the next ten years, we expect the City to grow by approximately 12,480 persons, or at an annual growth rate of 1.5 percent.

The following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the City. We expect the City to have 34,553 residential households and 11.9 million nonresidential square feet by 2025 based on existing growth rates.

**Exhibit II-2.
Current and Future Land Uses, Nampa, Idaho**

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

Note: (1) Based on assumed 1,820 square feet per single-family residential unit and 900 square feet per multi-family residential unit

Source: City of Nampa Impact Fee Study 2009, revised based on conversations with City staff and local realtors in 2015, and data from COMPASS and the 2012 American Community Survey

As shown above, Nampa is expected to grow by approximately 5,095 residential units and 1,645,347 nonresidential square feet over the next ten years. Eight-three percent of this growth is attributable to residential land uses, while the remaining seventeen percent is attributable to nonresidential growth. In total, this equates to a 10-year growth rate in square feet of approximately 17 percent. These growth projections will be used in the following sections to calculate the appropriate impact fees for the City.

Section III.

Police Department

In this section, we calculate impact fees for the City of Nampa Police Department following the seven question method outlined in Section I of this report.

1. Who is currently served by the City of Nampa Police Department?

As shown in Exhibit II-2, the Police Department currently serves 29,458 residential units and approximately 10.2 million square feet of nonresidential land use found within Nampa.

2. What is the current level of service provided by the Police Department?

The Nampa Police Department currently provides a level of service of 1.3 sworn officers per 1,000 Nampa residents.³² As the City grows, additional infrastructure and equipment will be needed to achieve the Department's planned level of service. Based on conversations with City Staff, our current understanding is that the planned level of service is equal to the current level of service (i.e., 1.3 sworn officers per 1,000 residents).

3. What current assets allow the Nampa Police Department to provide this level of service?

The following Exhibit III-1 displays the current assets of the Nampa Police Department.

³² This was calculated using the following formula – 113 full-time sworn officers / 84,821 current residents * 1,000 = 1.3 sworn officers per 1,000 residents.

**Exhibit III-1.
Current Assets – Nampa Police Department**

Type of Capital Infrastructure	Square Feet	Replacement Value
Facilities		
Police Administration/Main Station	48,000	\$ 12,560,000
West Substation	2,000	\$ 360,000
Stampede Substation plus 1 acre land	2,000	\$ 410,000
Family Justice Center plus .64 acres land	1,080	\$ 226,400
Ridgecrest antenna/repeater site plus land	240	\$ 102,500
SIU Office Space (rented)	1,500	\$ -
Vehicles		
Mobile Command Vehicle		\$ 250,000
1998 Winnebago TRT "Bus"		\$ 50,000
2012 Armored Vehicle		\$ 200,000
Equipment		
RADAR trailer and equipment		\$ 10,000
Bomb trailers and equipment		\$ 1,000,000
Drug Lab Trailer		\$ 5,000
Weaponry and Riot Gear		\$ 125,000
AFIX (2)		\$ 25,000
Communications System/dispatch		\$ 1,500,000
Total Infrastructure	54,820	\$ 16,823,900
Plus Impact Fee study		\$ 6,188
Plus Fund Balance		\$ 806,825
TOTAL CURRENT INVESTMENT		\$ 17,636,913

As shown above, the Police Department currently owns approximately \$17.6 million of eligible current assets. These assets are used to provide the Department's current level of service.

From a per officer perspective, the Nampa Police Department currently owns approximately 485 square feet of police station and administration facility space per Nampa officer. This ratio will be used in Exhibit III-2 below to calculate the amount of new police facility square footage required to support new officers needed to support growth.

4. What is the current investment per residential unit and nonresidential square foot for the Nampa Police Department?

The City has already invested \$496 per residential unit and \$0.29 per nonresidential square foot in order to provide the current level of service. This figure is derived by allocating the value of the Police Department's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a “check” to see if future residents will be paying for infrastructure at a level commensurate with what existing residents have invested in infrastructure.

5. What future growth is expected in Nampa?

As shown in Exhibit II-2, the City of Nampa is expected to grow by approximately 5,095 residential units and 1.6 million square feet of nonresidential land use over the next ten years.

6. What new infrastructure is required to serve future growth?

The following Exhibit III-2 displays the capital improvements needed to support growth by the Nampa Police Department over the next ten years.

**Exhibit III-2.
Nampa Police Department CIP 2015-2025**

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

Source: City of Nampa Police Department

As shown above, in order to support new growth the Nampa Police Department would need approximately \$2.7 million in capital improvements over the next ten years, approximately \$2.3 million of which is impact fee eligible. However, Mayor Bob Henry and Chief Huff will accommodate the 17 additional officers necessary to support growth over the next ten years in leased or existing space in order to contain future costs. It is proposed to fund these costs with existing fund balance in the amount of \$663,138. Fund balance would also be used to fund vehicles needed to accommodate the new officers (all vehicles with a useful life of more than 10 years), the growth-related portion of the additional mobile command unit, the impact fee study, and the growth-related portion of the Standard of Cover analysis which is necessary to help guide future service delivery and capital planning decisions.

The remaining \$437,500 in the CIP is the price for the Police Department to replace the existing TRT Bus and Negotiation Command vehicle, as well as the non-growth portion of the additional mobile command unit and Standard of Cover analysis. These items are not eligible for inclusion in the impact fee calculations. The Police Department will therefore have to use other sources of revenue including all of those listed in Idaho Code 67-8207(I)(iv)(2)(h).

7. What impact fee is required to pay for the new capital improvements?

As the Mayor and Chief of Police have proposed utilizing existing fund balance to fund the growth-related capital expenditures for the Police Department over the next ten years, it is proposed the City discontinue collecting a police impact fee until further notice. The Department would utilize existing fund balance to fund its projected growth-related capital needs.

Therefore, total impact fees for a residential unit would decrease by the current \$283. Total impact fees for a non-residential square foot would decrease by \$0.13 per square foot.

Section IV. Fire Department

In this section, we calculate impact fees for the Nampa Fire Department following the seven question method outlined in Section I of this report.

1. Who is currently served by the Nampa Fire Department?

As shown in Exhibit II-2, the Fire Department currently serves 29,458 residential units and approximately 10.2 million square feet of nonresidential land use found within Nampa.

2. What is the current level of service provided by the Nampa Fire Department?

Nampa's Fire Department provides a level of service of a 90 percent fractile response time of 5 minutes and 26 seconds. As the City grows, additional infrastructure and equipment will be needed to achieve the Department's planned level of service. Based on conversations with Department staff, it is our understanding that the planned level of service is equal to the current level of service.

3. What current assets allow the Nampa Fire Department to provide this level of service?

The following Exhibit IV-1 displays the current assets of the Nampa Fire Department.

**Exhibit IV-1.
Current Assets – Nampa Fire Department**

Type of Capital Infrastructure	Square Feet	Replacement Value
Facilities		
Fire Administration	7,200	\$ 1,884,000
Fire Station #1 (.48 acres land)	15,000	\$ 2,724,000
Fire Station #2 (.74 acres land)	5,000	\$ 937,000
Fire Station #3 (.74 acre land)	5,000	\$ 937,000
Fire Station #4 (2 acres land)	6,500	\$ 1,270,000
Fire Station #5 (2 acres land owned by airport)	8,761	\$ 1,576,980
Fire Safe House	1,250	\$ 120,000
Classroom	1,200	\$ 120,000
2 Storage sheds and garage	240	\$ 66,450
Bum cell	96	\$ 45,000
Training Tower	6,600	\$ 1,320,000
SCBA trainer	495	\$ 66,375
Confined space props		\$ 22,000
Drafting pit		\$ 33,000
Apparatus/Vehicles		
8 Pumpers (3 reserve)		\$ 3,680,000
2 Trucks (1 reserve)		\$ 1,120,000
1 Water Tender		\$ 300,000
1 Brush Truck		\$ 110,000
Support Vehicles		\$ 390,000
Equipment		
SCBAs		\$ 400,000
Cardiac Monitors		\$ 161,000
Total Infrastructure	67,342	\$ 17,282,886
Plus Impact Fee Study		\$ 6,188
Plus Fund Balance		\$ 695,729
TOTAL CURRENT INVESTMENT		\$ 17,984,722

Source: Chief Karl Malott, City of Nampa Fire Department

As shown above, the Nampa Fire Department currently owns approximately \$18 million of eligible current assets. These assets are used to provide the Department's current level of service.

4. What is the current investment per residential unit and nonresidential square foot?

The Nampa Fire Department has already invested \$506 per residential unit and \$0.30 per nonresidential square foot. This figure is derived by allocating the value of the Fire Department's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. What future growth is expected in the Nampa Fire Department?

As shown in Exhibit II-2, the City of Nampa is expected to grow by approximately 5,095 residential units and 1.6 million square feet of nonresidential land use over the next ten years.

6. What new infrastructure is required to serve future growth?

The following Exhibit IV-2 displays the capital improvements planned for purchase by the Nampa Fire Department over the next ten years.

**Exhibit IV-2.
Nampa Fire Department CIP 2016-2025**

Type of Capital Infrastructure	CIP Value	Nampa Portion	Growth Portion	Amount to Include in Fees	Amount from Other Sources	Amount from Fire District
Facilities						
Fire Station #6	\$ 900,000	100%	100%	\$ 900,000	\$ -	
Vehicles						
1 Engine for Fire Station #6	\$ 425,000	84%	100%	\$ 357,000	0	\$ 68,000
Additional Truck for growth citywide (station TBD)	\$ 750,000	84%	50%	\$ 315,000	0	\$ 435,000
Growth related support vehicles	\$ 228,000	84%	100%	\$ 191,520	0	\$ 36,480
Scheduled apparatus/vehicle replacement	\$ 4,354,000	100%	0%	\$ -	\$ 4,354,000	
Equipment						
SCBA Replacement	\$ 400,000	100%	0%	\$ -	\$ 400,000	
Station #1 Air Compressor	\$ 45,000	100%	0%	\$ -	\$ 45,000	
1 additional Cardiac Monitor	\$ 23,000	100%	100%	\$ 23,000	\$ -	
Cardiac Monitor Replacement - 1 per year	\$ 252,500	100%	0%	\$ -	\$ 252,500	
Growth-Related Research - Standard of Cover	\$ 40,000	100%	100%	\$ 40,000	\$ -	
	\$ 7,417,500			\$ 1,826,520		
Plus Impact Fee Study	\$ 6,188	100%	100%	\$ 6,188	\$ -	
Minus Impact Fee Fund Balance	695,729			\$ 695,729		
TOTAL GROWTH RELATED CIP	\$ 6,727,969			\$ 1,136,978	\$ 5,051,500	\$ 539,480

Source: Chief Karl Malott, Nampa Fire Department

As shown above, the Nampa Fire Department plans to purchase approximately \$6.7 million in capital improvements over the next ten years, \$1.14 million of which is impact fee eligible. These new assets will allow the Nampa Fire Department to achieve its planned level of service in the future.³⁴ The commencement and completion dates for the Fire Department's growth-related capital infrastructure depend on the timing and pace of the projected growth.

The remaining approximately \$5.0 million is the price for the Department to replace existing apparatus, vehicles and other equipment. Replacement of existing capital is not eligible for inclusion in the impact fee calculations. The Department will therefore have to use other sources of revenue including all of those listed in Idaho Code 67- 8207(iv)(2)(h). An additional \$539,480 of the cost of the ten-year CIP will be funded by the Fire District for growth in the area of impact.

7. What impact fee is required to pay for the new capital improvements?

The following Exhibit IV-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit IV-2 to calculate impact fees for the Nampa Fire Department.

³⁴ This assumes the planned level of service does not exceed the current level of service.

**Exhibit IV-3.
Nampa Fire Department Fee Calculation**

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

As shown above, we have calculated impact fees for the Nampa Fire Department at \$185 per residential unit and \$0.12 per nonresidential square foot. Fees not to exceed these amounts are recommended for the Department. The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.

These fees represent a decrease per residential unit of \$27 compared to the current fire impact fee, and an increase per non-residential square foot of \$0.02 per square foot. Essentially, the burden of the cost of growth has “shifted” slightly over the past five years as more non-residential square footage has been constructed, giving non-residential uses a greater “share” of the cost of growth.

Section V. Parks Department

In this section, we calculate impact fees for the Nampa Parks Department following the seven question method outlined in Section I of this report.

1. Who is currently served by the Nampa Parks Department?

As shown in Exhibit II-2, the Parks Department currently serves 29,458 residential units and approximately 10.2 million square feet of nonresidential land use found within Nampa. More importantly for the Parks Department, Nampa currently serves 84,821 residents.

2. What is the current level of service provided by the Nampa Parks Department?

Nampa's Parks Department provides a level of service of 3.8 acres of developed parks per 1,000 population. Additional park acreage will be needed to achieve the City's planned level of service in the future. Based on discussions with City Staff, it is our understanding that the planned level of service is equal to the current level of service.

3. What current assets allow the Nampa's Parks Department to provide this level of service?

The following Exhibit V-1 displays the current assets of the Nampa's Parks Department.

**Exhibit V-1.
Current Assets – Nampa Parks Department**

Type of Capital Infrastructure	Size of Park (acres)	Replacement Value ⁽¹⁾
Paths & Trails (\$111,000/acre)		
Developed Paved pathways	48.32	\$ 5,363,520
<i>subtotal</i>	<i>48.32</i>	<i>\$ 5,363,520</i>
Neighborhood & Pocket Parks (\$157,000/acre in land and development costs)		
Maplewood Park	2.31	\$ 362,670
Starr Park	0.38	\$ 59,660
West Roosevelt Park	2.3	\$ 361,100
Wilson Creek Park	12.17	\$ 1,910,690
South Fork Park	5.46	\$ 857,220
Port Meadows Park	0.53	\$ 83,210
Osborne (Royal Meadows) Park	13.85	\$ 2,174,450
Stampede Park	11.77	\$ 1,847,890
City Acres	1.3	\$ 204,100
McDonagh Park	14.05	\$ 2,205,850
Mary Ellen's Meadows Park	1.92	\$ 301,440
Maple Grove Park	11.76	\$ 1,846,320
Sunset Oaks	5.53	\$ 868,210
Eastside Park	3.88	\$ 609,160
Rodeo Park	4.2	\$ 659,400
Hunter Park	1.17	\$ 183,690
Indian Creek Park	2.73	\$ 428,610
Kings Road Park	2.74	\$ 430,180
<i>subtotal</i>	<i>98.05</i>	<i>\$ 15,393,850</i>
Community Parks (\$157,000/acre in land and development costs)		
West Park	35.45	\$ 5,565,650
Skyview Park	18.56	\$ 2,913,920
Optimist Park	24.93	\$ 3,914,010
Lions Park	20.9	\$ 3,281,300
Liberty Park	16.67	\$ 2,617,190
<i>subtotal</i>	<i>116.51</i>	<i>\$ 18,292,070</i>
Large Urban Parks (\$200,000/acre in land and development costs)		
Lakeview Park	41.58	\$ 8,316,000
<i>subtotal</i>	<i>41.58</i>	<i>\$ 8,316,000</i>
Special Use Park Facilities		
Lakeview Water Park	0.4	\$ 1,250,000
Lincoln Pool	0.37	\$ 1,250,000
Nampa Recreation Center	6.15	\$ 24,500,000
Stampede Skate Park	0.33	\$ 60,000
Roosevelt Skate Park	0.12	\$ 60,000
Lloyd Square	0.92	\$ 250,000
Dog Park	5.8	\$ 600,000
<i>subtotal</i>	<i>14.09</i>	<i>\$ 27,970,000</i>
Undeveloped Parks (\$15,000/acre land cost only)		
Midway Park	52.48	\$ 787,200
Orah Brandt Park	30.0	\$ 450,000
<i>subtotal</i>	<i>82.48</i>	<i>\$ 1,237,200</i>
Equipment		
vehicles		\$ 2,608,000
<i>subtotal</i>		<i>\$ 2,608,000</i>
Total Infrastructure		\$ 79,180,640
Plus Cost of Fee-Related Research		
Impact Fee Study		\$ 6,188
Plus Impact Fee Fund Balance		
		\$ 2,010,589
Grand Total		\$ 81,197,417

Source: Darrin Johnson, City of Nampa

As shown above, the Nampa's Parks Department currently owns approximately \$81.2 million of eligible current assets. These assets are used to provide the Department's current level of service.

4. What is the current investment per residential unit and nonresidential square foot?

The Nampa Parks Department has already invested \$2,756 per residential unit based on the value of the current assets divided by the number of existing residential units. Parks assets are only allocated to residential land uses since they are the primary users of Parks infrastructure.

We will compare our final impact fee with this figure to determine if the two results will be similar; this represents a "check" to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. What future growth is expected in the Nampa Parks Department?

As shown in Exhibit II-2, the City of Nampa is expected to grow by approximately 5,095 residential units over the next ten years. More importantly, the City is expected to grow by 12,480 new residents as well.

6. What new infrastructure is required to serve future growth?

The following Exhibit V-2 displays the capital improvements planned for purchase by the Nampa Parks Department over the next ten years.

**Exhibit V-2.
Nampa Parks Department CIP 2016-2025**

Type of Capital Infrastructure	CIP Value ⁽¹⁾	Growth Portion	acres	Amount to Include in Fees	Amount from Other Sources
New Park Acreage⁽¹⁾					
47 new park acres to continue level of service of 3.8 acres per 1,000 ⁽²⁾	\$ 7,359,162	100%	47	\$ 7,359,162	\$0
158 new park acres to improve level of service to 6 acres per 1,000	\$ 34,286,030	0%	218	\$ -	\$34,286,030
Parks Amenities					
1 pool to serve new growth	\$ 2,000,000	100%		\$ 2,000,000	
1 Skate park	\$ 200,000	16%		\$ 32,040	\$167,960
Equipment and Vehicles					
Growth related equipment and vehicles	\$ 175,776	100%		\$ 175,776	
Non-growth related equipment and vehicles	\$ 818,934	0%		\$ -	\$818,934
Total Infrastructure	\$ 44,838,902			\$ 9,566,978	\$35,272,924
Plus Cost of Fee-Related Research					
Impact Fee Study	\$ 6,618	100%		\$ 6,618	
Minus Existing Assets					
Fund Balance	\$ 2,010,589	100%		\$ 2,010,589	
Undeveloped Park Acreage (82 undeveloped acres * \$15,000/acre)	\$ 1,237,200	100%		\$ 1,237,200	
Grand Total	\$ 41,598,731			\$ 6,325,807	

Notes:

1) These acres could be linear parks, pathways, trails, neighborhood, community or large urban parks

2) This includes the development of Midway Park. Phase 1 will begin in 2015 with 13 acres, using approximately \$1.8M of fund balance

Source: Darrin Johnson, City of Nampa

As shown above, the Nampa Parks Department plans to purchase approximately \$41.6 million in capital improvements over the next ten years, \$6.3 million of which is impact fee eligible. The commencement and completion dates for the Parks Department's growth-related capital infrastructure depend on the timing and pace of the projected growth.

The remaining approximately \$35.3 million is the price for the Department to achieve its desired increase in level of service to 6.0 acres per 1,000; add one skate park to address an existing deficiency; and to replace existing vehicles and equipment. Neither type of capital project is eligible for inclusion in the impact fee calculations. The Department will therefore have to use

other sources of revenue including all of those listed in Idaho Code 67- 8207(iv)(2)(h).

7. What impact fee is required to pay for the new capital improvements?

The following Exhibit V-3 takes the projected future growth from Exhibit II-2 and the growth-related CIP from Exhibit V-2 to calculate impact fees for the Nampa Parks Department.

Exhibit V-3. Nampa Parks Department Fee Calculation

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

As shown above, we have calculated impact fees for the Nampa Parks Department at \$1,242 per residential unit. The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.

We are pleased to report the fees displayed in Exhibit V-3 are significantly lower than the current investment of \$2,756 identified earlier in this section. This indicates future growth is only paying its proportionate share of future infrastructure purchases. This fee does represent a \$99 increase per residential unit over the current fee of \$1,143 resulting from the increase in service level the City made over the past five years from general funds.

Section VI. Streets, Bridges and Intersections

In this section, we calculate impact fees for the Nampa Streets Department following the seven question method outlined in Section I of this report.

1. Who is currently served by the Nampa Streets Department?

As shown in Exhibit II-2, the Streets Department currently serves 84,821 residents. These residents live in 25,039 single-family units averaging 1,820 square feet each, and 4,419 multifamily units averaging 900 square feet each. In addition, the City's streets system serves an additional 10.2 million square feet of nonresidential land use within the City limits.

Unlike police, fire, and parks fee calculations in which fees are calculated for residential units and nonresidential square feet, roadway fees are calculated for residential and nonresidential land uses based on street and facility usages generated by each land use type. Exhibit VI-1 below shows the specific allocation of existing and projected square feet for Nampa by land use type over the next ten years.

Exhibit VI-1.
Nampa Growth Projections by Square Feet and Land Use – 2015-2025

	Square Footage		10-Year Increase in Square Feet	Percent of Total Growth in SF
	2015	2025		
Residential	49,548,356	57,482,371	7,934,015	83%
Single-Family	45,571,526	52,195,762	6,624,236	69%
Multi-Family	3,976,830	5,286,609	1,309,779	14%
Nonresidential	10,248,776	11,894,123	1,645,347	17%
Retail	4,406,974	5,229,647	822,673	9%
Office	1,434,829	1,763,898	329,069	4%
Industrial	4,406,974	4,900,578	493,604	5%
	Total Square Footage Growth =		9,579,362	100%

Based on this distribution of square feet, we calculate trip generation based on rates from the Institute of Transportation Engineers' *Trip Generation Manual*. The trip generation rates estimate the number of p.m. peak hour trips generated by particular land uses. Peak hour trips are appropriate for this calculation because street infrastructure is sized to provide a specific level of service during peak usage hours. Since peak hour trips will be used to distribute infrastructure costs, peak hour estimates should be employed.

Exhibit VI-2 below presents trip generation rates for land uses in the City of Nampa.

Exhibit VI-2. Trip Generation Rates by Land Use Category

Land Use
Residential
Single Family Units (*1.0)
Multi-Family Units (*0.62)
Nonresidential per 1,000 sf
Retail (*9.42)
Office (*1.27)
Industrial (*0.24)

Notes:

(1) Reflects weekday traffic generation patterns, weekday p.m. peak hour trip rate formula.

Source: International Transportation Engineering *Trip Generation Manual*, supplemented by current trip generation factors utilized by the Ada County Highway District as the most comparable local streets department in the Treasure Valley.

2. What is the current level of service provided by the Nampa Streets Department?

Nampa’s street system currently operates at a level of service “D”, which means that while many streets are increasingly congested, they are not yet at capacity. Some streets facilities in the City meet and/or exceed level of service D, while other may be at a level of service E or F. Additional streets infrastructure is needed to sustain and not worsen the current level of service as growth occurs and vehicle trips increase.

3. What current assets allow Nampa’s Streets Department to provide this level of service?

The following Exhibit VI-3 displays the current assets of the Nampa’s Streets Department.

**Exhibit VI-3.
Current Assets – Nampa Streets Department**

Type of Capital Facility	Replacement Value	Amount to Include in Fee Comparison
Roadways		
799 lane miles	\$1,070,468,049	\$1,070,468,049
Bridges		
198,636 Square Feet	\$112,789,494	\$112,789,494
Signalized/Roundabout Intersections		
64 intersections	\$159,810,368	\$159,810,368
Total Infrastructure	\$1,343,067,911	\$1,343,067,911
Plus Cost of Fee-Related Research		
Impact Fee Study Update	\$6,188	\$6,188
Plus Impact Fee Fund Balance	\$1,535,071	\$1,535,071
Grand Total	\$1,344,609,170	\$1,344,609,170

Source: Michael Fuss and Streets/Engineering Department Staff, City of Nampa; Jay Witt, transportation consultant

As shown above, Nampa's Streets Department currently owns approximately \$1.4 billion of eligible current assets. These assets are used to provide the Department's current level of service.

4. What is the current investment per residential unit and nonresidential square foot?

By dividing the total replacement value of the current capital assets of the Nampa Streets Department by the number of current households and non-residential square feet whose owners have invested in these assets, we can determine that the City has invested \$40,925 per existing single-family residential unit; \$20,238 per existing multi-family residential unit; and \$22.49 per existing non-residential square foot.

We will compare our final impact fee with this figure to determine if the two results will be similar; this represents a "check" to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. What future growth is expected in the Nampa Streets Department?

As shown in Exhibit II-2, the City of Nampa is expected to grow by approximately 5,095 residential units and approximately 1.6 million non-residential square feet.

6. What new infrastructure is required to serve future growth?

Nampa's Transportation Master Plan identifies over \$160 million in roadway, intersection and bridge/culvert capital projects necessary over the next ten years. Approximately \$95 million of this cost is necessary to ensure the current level of service D does not deteriorate as growth occurs. Allocating this \$95 million to the number of units of growth identified in Exhibit II-2 would be a significant burden to developers. In addition, the City has indicated its intent to focus its tax revenues on caring for existing assets, including street reconstruction and pavement management, and does not wish to appropriate available tax revenues toward roadway widening projects that are not heavily leveraged by State and other revenue sources.

Therefore, Mayor Henry proposes the following Exhibit VI-4, a fiscally-constrained CIP for the Streets Department that only includes thirteen priority intersections and bridge/culvert projects for 2016-2025. All roadway projects for new development over the next ten years will be exacted from development unless amended into the CIP at a later date to allow for better cost sharing, etc.

**Exhibit VI-4.
Nampa Streets Department CIP 2016-2025**

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

This CIP includes eight intersection projects and four bridge/culvert projects at a total cost of \$11.3 million. In addition, the CIP includes fee-related research such as the update of the City Transportation Plan and the development of traffic modeling for various sub-areas as recommended by the members of the Impact Fee Advisory Committee. The portion of each project's cost attributable to growth varies as indicated in the "Growth Portion" column. The amount included in the impact fee calculations is the total project cost multiplied by the growth percentage. The total amount included in the fee calculations is approximately \$6.4 million in growth-related project and research/planning costs, minus the amount of fund balance in the streets impact fee account, for a total of \$4.8 million.

The remaining project costs will be funded by either the City or Nampa or the Idaho Transportation Department, depending on the ownership of the asset. Of the \$3.3 million projected to be funded by the City of Nampa, \$2.5 million will come from capital funds, and the remaining \$800,000 is part of the annual repair and maintenance budget for the Streets Department. \$2.3 million is projected to come from ITD for projects including Garrity and Midland Boulevards and the Karcher Bypass. The commencement and completion dates for the Streets growth-related capital infrastructure depend on the timing and pace of the projected growth, as well as the timing of the appropriation of ITD and other funds.

7. What impact fee is required to pay for the new capital improvements?

As noted above, the calculation of roadway impact fees is based on the projected number of trips each land-use type will generate in the next ten years. Using the current land use by square foot within Nampa found in Exhibit VI-1, and the trip generation figures from Exhibit VI-2, total current trips can be distributed to each land use. Exhibit VI-6 below displays the projected trip generation distribution.

Exhibit VI-5. Nampa Distribution by Weighted Trip Generation

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

As shown above, the number of daily trips in Nampa is expected to increase by approximately 12,830 trips by 2025. 28% of those trips will be for single-family residential uses; 7% will be for multi-family residential uses; 60% will be for retail uses; 3% will be for office uses; and 1% will be for industrial uses.

Exhibit VI-6 below uses the growth-related CIP from Exhibit VI-4 and the weighted trip generation figures from Exhibit VI-5 to calculate streets impact fees for the City of Nampa.

Exhibit VI-6. Nampa Streets Department Fee Calculation

DRAFT Calculation of Impact Fees	
Capital Improvement Plan Value	\$4,862,458
Future Land Use Percentages	
Single Family	28%
Multifamily	7%
Retail	60%
Office	3%
Industrial	1%
Allocated Value by Land Use Category	
Single Family	\$1,379,423
Multifamily	\$341,964
Retail	\$2,938,409
Office	\$157,765
Industrial	\$44,898
10-Year Growth from 2016 to 2025	
Single Family (total dwelling units)	3,640
Multifamily (total dwelling units)	1,455
Retail (in square feet)	822,673
Office (in square feet)	329,069
Industrial (in square feet)	493,604
Impact Fee by Land Use (rounded)	
Single Family (per dwelling unit)	\$379
Multifamily (per dwelling unit)	\$235
Retail (per square foot)	\$3.57
Office (per square foot)	\$0.48
Industrial (per square foot)	\$0.09

The impact fees in each land use category are significantly less than the current investment in the streets system from the City of Nampa, as additional capacity has been funded by existing residents and business owners.

A comparison of the current impact fees and 2015 updated calculated streets impact fees is as follows:

Residential Unit

Current Streets Fee per Single-Family Unit	\$605
Proposed Streets Fee per Single-Family Unit	\$379
Current Streets Fee per Multi-Family Unit	\$372
Proposed Streets Fee per Multi-Family Unit	\$235

Non-Residential Square Foot

Current Retail Streets Fee per Square Foot	\$1.78
Proposed Retail Streets Impact Fee per Square Foot	\$3.57
Current Office Streets Fee per Square Foot	\$0.20
Proposed Office Streets Impact Fee per Square Foot	\$0.48
Current Industrial Streets Fee per Square Foot	\$0.14
Proposed Industrial Streets Impact Fee per sf	\$0.09

As evidenced above, residential and industrial streets fees are proposed to decrease by approximately 37%, while retail and office streets fees are increasing over current levels. The explanation for this “shift” in the burden of the cost of growth-related streets infrastructure is the increase in retail and office development as a proportional share of all development in the City of Nampa.

Section VII. Summary

The following Exhibit VII-1 summarizes the calculated Impact Fees for the City of Nampa.

**Exhibit VII-1.
City of Nampa Impact Fee Summary**

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

A comparison of the proposed fees to similar fees in Ada County, Boise, Meridian, Caldwell and Eagle is provided in Exhibit VII-2:

**Exhibit VII-2.
Impact Fee Comparisons**

FOR DISCUSSION PURPOSES ONLY

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

* Boise parks fees are \$1,355 for SF, and range from \$805 to \$1,199 for MF

** ACHD fees for retail based on average of 30+ classifications

^ hard to compare; we do not know how much each developer pays in exactions

City Participation

Because not all the capital improvements listed in the CIPs are 100 percent growth-related, the City would assume the responsibility of paying for those portions of the capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

To arrive at this participation amount, the expected impact fee revenue and any shared facility amount need to be subtracted from the total CIP value. Exhibit VII-3 divides the City's participation amount into two categories: the portion of purely non-growth-related improvements, and the portion of growth-related improvements that are attributable to repair, replacement, or upgrade, but are not impact fee eligible.

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The City can choose not to fund these capital improvements (although this could result in a decrease in the level of service if the deferred repairs or replacements were urgent). However, the non-growth-related portion of improvements that are impact fee eligible *must* be funded in order to maintain the integrity of the impact fee program.

Exhibit VII-3.

City of Nampa Participation Summary, 2016-2025

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

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

The total amount the City would be *required* to contribute over 10 years, should the City adopt fees at the calculated amount, will be approximately \$2.6 million. The City could also choose to fund the discretionary infrastructure of \$40.6 million for additional capital improvements over the 10-year period. While City has the option to fund these capital improvements over the 10-year period, these payments are not required.

Implementation Recommendations

As City Council evaluates whether or not to adopt the Capital Improvement Plans and impact fees presented in this report, we also offer the following information for your consideration. Please note that this information will be included each individual impact fee enabling ordinance.

Capital Improvements Plan. Should the Advisory Committee recommend this study to City Council and should City Council adopt the study, the City should revise its existing Capital Improvement Plans using the information in this study. A revised capital improvement plan

would then be presented to the City for adoption as an element of the Comprehensive Plan pursuant to the procedures of the Local Land Use Planning Act.

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, City Council should review the proposed Impact Fee Ordinance for adoption as reviewed and recommended by the Advisory Committee.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise City Council to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various city zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the City assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the City receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the City's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the City will either credit the donor or reimburse the donor for that portion of the impact fee.

Grants. If a grant is expected and regular, the growth related portion of that grant amount should be reflected upfront in the fee calculations, meaning that the impact fees will be lower in anticipation of the contribution. If the grant is speculative or uncertain, this should not be reflected up-front in the fee calculations since the entity cannot count on those dollars as it undergoes capital planning.

The rational nexus is still maintained because the unexpected higher fund balance, due to the receipt of a grant, is deducted from the calculations as a "down payment on the CIP" when the fee study is updated.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.³⁷ This prevents "double dipping" by the City.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the City aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.³⁸

Impact fee accounting. The City should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and

associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The City should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed*, impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected *to partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(1)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The City is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the City invests in additional infrastructure beyond what is listed in this report, and/or as the City's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

³⁷ See Section 67-8209(3), Idaho Code.

³⁸ See Section 67-8209(4), Idaho Code.

NOTICE OF PUBLIC HEARING BEFORE THE CITY OF NAMPA, IDAHO

Notice is hereby given that on Monday, May 2, 2016, the City Council of the City of Nampa, Canyon County, Idaho, declared the property described below as underutilized and not used for public purposes and should be offered for sale.

THEREFORE, Notice is hereby given that on June 20, 2016, at 7:00 p.m. (or as soon after 7:00 p.m. as the matter may be heard) in the City Hall Council Chambers, 411 3rd Street South, Nampa, Canyon County, Idaho, a public hearing on the following will be held before the Nampa City Council:

**Sale via Public Auction of Property Located at:
1744 Garrity Boulevard, Nampa, Idaho
Minimum Bid Price \$34,000.00**

Legally Described as Follows:

A parcel of land located within the NW1/4 NE1/4 of Section 23, T3N, R2W, B.M. Canyon County Idaho, more particularly described as follows.

Commencing at the North East Corner of said NW1/4 NE1/4 of Section 23 thence; S 0°18'15"W 1335.04 feet along the East line of said NW1/4 NE1/4 to the South East Corner of said NW1/4 NE1/4; thence N 89° 38' 15"W (shown of record to be West) 100.00 feet along the South line of said NW1/4 NE1/4; thence N 0° 18' 15"E (shown of record to be North 0° 04' East) 200.00 feet to the POINT OF BEGINNING;

Thence N 89°38'15"W (shown of record to be West) 161.50 feet; thence N 0°18'15"E (shown of record to be North 0° 04' East) 321.24 feet (shown of record to be 323 feet) to a point of curve; thence along a curve right 91.50 feet (shown of record to be 90.6 feet) whose central angle is 11°59'37", whose chord is 91.33 feet whose chord bearing is S 57°59'32"E, whose radius is 437.10 feet to a point; thence S 51°59'45"E (shown of record to be South 52° 0' East) 105.91 feet (shown of record to be 107.2 feet); thence S 0°18'15"W (shown of record to be South 0° 04' West) 208.64 feet (shown of record to be 208.7 feet) to the POINT OF BEGINNING containing 1.00 acres.

Details of the sale are available for review in the Public Works Department, Nampa City Hall, 411 3rd Street South, Nampa, Idaho, during normal business hours. All interested persons are invited to attend said public hearing or submit written comments prior to the hearing date. Individuals, who require language interpretation or special assistance to accommodate physical, vision or hearing impairments, please contact the Office of the City Clerk at 411 3rd Street South, Nampa, Idaho, or call (208) 468-5426.

Dated this 24th day of May, 2016.

CITY OF NAMPA, Deborah Bishop, City Clerk



Publish: June 6, 2016
June 13, 2016



PLANNING & ZONING DEPARTMENT

Before the Mayor & City Council
Meeting of 20 JUNE 2016

PUBLIC HEARING ITEM NO. 3 STAFF REPORT

Applicant(s)/Engineer(s), Representative(s):

Gaven Joel King as Applicant & representative

File(s): ANN 2190-16

Analyst: Robert Hobbs

Requested Action Approval(s)/Recommendation(s) & Project Area/Location:

1. Annexation and Zoning Assignment of a RML (Limited Multiple-Family Residential) Zone (Decision Required – *Decision*):

Of and upon certain land addressed as 1910 Sunny Ridge Road a 1.58 acre or 66,152 sq. ft. portion of Section 34, T3N, R2W, SE ¼ the N. 200.9' of the W. 330' of the NW ¼ of the SW ¼ of the SE ¼ of Section 34, T3N, R2W, BM, Canyon County, Idaho) – hereinafter the "Property"...

In order to facilitate construction/development of a four-plex development on the aforementioned Property (hereinafter the "Project")...

History:

The Planning and Zoning Commission, during their regularly scheduled public hearing of May 24, 2016, voted to recommend to the City's Council that they approve the above referenced request(s). The Commission made their [positive] recommendation contingent upon Applicant/Development compliance with the following condition(s):

Generally:

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

Specifically:

2. That the Developer [shall] enter into a Development Agreement with the City of Nampa. The Agreement shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Developer and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Developer's request for the Property to be zoned RML. Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this composite application submittal as accepted, or accepted with required changes, by the City's Council, and, shall incorporate standards appertaining to fencing, landscape buffering on the east side of the Property, preclusion of second story windows on the east side of those Project four-plexes proposed to abut existing single-family residences that in turn adjoin Fern street, and, such conditions as levied by City Engineering against the Project.

ANNEXATION/[RE]ZONING CONCLUSIONS OF LAW

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

ANNEXATION/[RE]ZONING FINDINGS OF FACT

Pertaining To The 1.58 Acres Of Land Requested To Be Annexed and Zoned RML, Staff Notes That It May Be Found:

1. **Surrounding City Zoning:**
That City RD zoned land adjoins the Property to the north, City RS 8.5 zoned land adjoins the Property to the east, that County zoned land adjoins the Property to the south, and, City RML zoned land adjoins the Property across Sunny Ridge Road to the west (see attached Vicinity Map); and,
2. **Surrounding Land Uses:**
That a two-unit townhouse development to the north, single-family detached residences/properties to the east and south, and, an apartment complex (Park Woods Apartments) to the west, adjoin the Property; and,
3. **Reasonable:**
That it may be variously argued that annexation of the Property is reasonable given that the Property is already located within the City of Nampa Impact Area in an area expanding with or expected to contain residential uses (including transitional varieties of the same); that an annexation pathway exists providing a chain of connectivity between land already in the City's limits and the Property so that a "shoe string" connection is not forced/caused by virtue of this application; that City utility and/or emergency services are, or may be made, available to the Property; that the Property is a large section of relatively flat open ground located in such a way as to be readily developed into a multiple-family residential development, the Property's position adjoining a multiple-

family residential project to the west across Sunny Ridge Rd., the juxta-positioning of the Property against a right-of-way classified as an "arterial"; and,

4. Public Interest:

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

5. Promotion of Zoning Purpose(s):

That one of the multiple purposes of zoning strives to ensure orderly, systematic development and patterns thereof which promote public health, safety and welfare. Included in the regulations therefore governing subdivision development are standards appertaining to housing density, building setbacks, building heights, provision of parking for housing, yard landscaping maintenance, street dimensions and composition standards, street lighting regulations, etc. We find that the Project proposed during a Conceptual Plan Review meeting held with City department representatives an orderly concept development plan – some details of the same to be expectedly presented hereafter during the Applicant's presentation to the Commission and for which rudimentary concept layouts are herewith provided; and,

6. Comprehensive Plan:

That the currently adopted (Feb. 2012) Comprehensive Plan Future Land Use Map designates the Property as being within, and suitable for, "Medium Density Residential" development. An area of "High Density Residential" is overlaid on land west of, and abutting, the Property. Land to the north, east and south of the Property is also established in a setting of "Medium Density Residential" use/density expectation or condition according to the currently adopted City Master Plan.

According to the City's Comprehensive Plan, the "Medium Density Residential" setting has been deemed as supporting, and being harmonious with, single-family residential zones' allowed land uses and directly with City RS 6, RS 7 and RS 8.5 Zones' allowed densities (dwelling units per acre – du/a); the Project proposes, as already noted, four-plexes, in a small count, multi-lot subdivision arrangement.

In the event that proposed density exceeds 9.0 du/a, the Applicant may, without needing to submit a comprehensive plan map amendment, make use of the westerly property's "High Density Residential" setting to sanction the intended unit count.

The "High Density Residential" setting has been deemed as supporting of, and harmonious with, residential zones' allowed land uses and directly with City RD [at the high end], RML and RMH allowed densities (all in excess of 9.0 dwelling units per acre)....

7. Further, that:

- a. The Property is currently within Canyon County's jurisdiction (zoned R-2 Medium Density?); and,
- b. Agency/City department comments have been received regarding this matter. Such correspondence as received from agencies or the citizenry regarding this application package [received by noon May 18, 2016] is hereafter attached to this report.
 1. City Engineering has no objection(s) concerning the annexation/zoning application, and has provided (a) recommended requirement(s) in the event that Property is annexed/zoned and the proposed Project entitled for development; and,
 2. City's Building Department has no objection to the Project and has provided (a) recommended requirement(s) in the event that Property is annexed/zoned and the proposed Project entitled for development; and,

RECOMMENDED CONDITION(S) OF APPROVAL

Should the City Council approve the requested Annexation and related proposed Zoning Assignment application(s), then Staff would suggest that the Council impose the following Condition(s) of Approval against the Development/Applicant as part of the Annexation/Zoning assignment's conditions set:

Generally:

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

Specifically:

2. That the Developer [shall] enter into a Development Agreement with the City of Nampa. The Agreement shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Developer and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Developer's request for the Property to be zoned RML. Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this composite application submittal as accepted, or accepted with required changes, by the City's Council, and, shall incorporate standards appertaining to fencing, landscape buffering on the east side of the Property, preclusion of second story windows on the east side of those Project four-plexes proposed to abut existing single-family residences that in turn adjoin Fern street, and, such conditions as levied by City Engineering against the Project.

ATTACHMENTS

- Copy of Vicinity Map (page/Exhibit 6)
- Copy of aerial photo of Property with property address numbers (page/Exhibit 7)
- Copies of aerial photos of Property (pages/Exhibits 8-9)
- Copy of aerial photo of Property and surrounds showing Comprehensive Plan settings GIS activated layer over same area (page/Exhibit 10)
- Copy of Annexation Application (page/Exhibit 11)
- Copies of concept site plans (pages/Exhibits 12-13)
- Copy(ies) of any City department, outside City agency and/or citizen correspondence (pages/Exhibits 14-17)
- Copies of Google Maps street view images of the Property and its surrounds (pages/Exhibits 18-21)
- Copy of May 24 Commission hearing minutes (pages/Exhibits 22-25)
- Copies of any citizen correspondence (pages/Exhibits 26+)

6
7

Map



Address Candidates



County Parcels



Address Points



8

Map



Address Candidates



Address Points

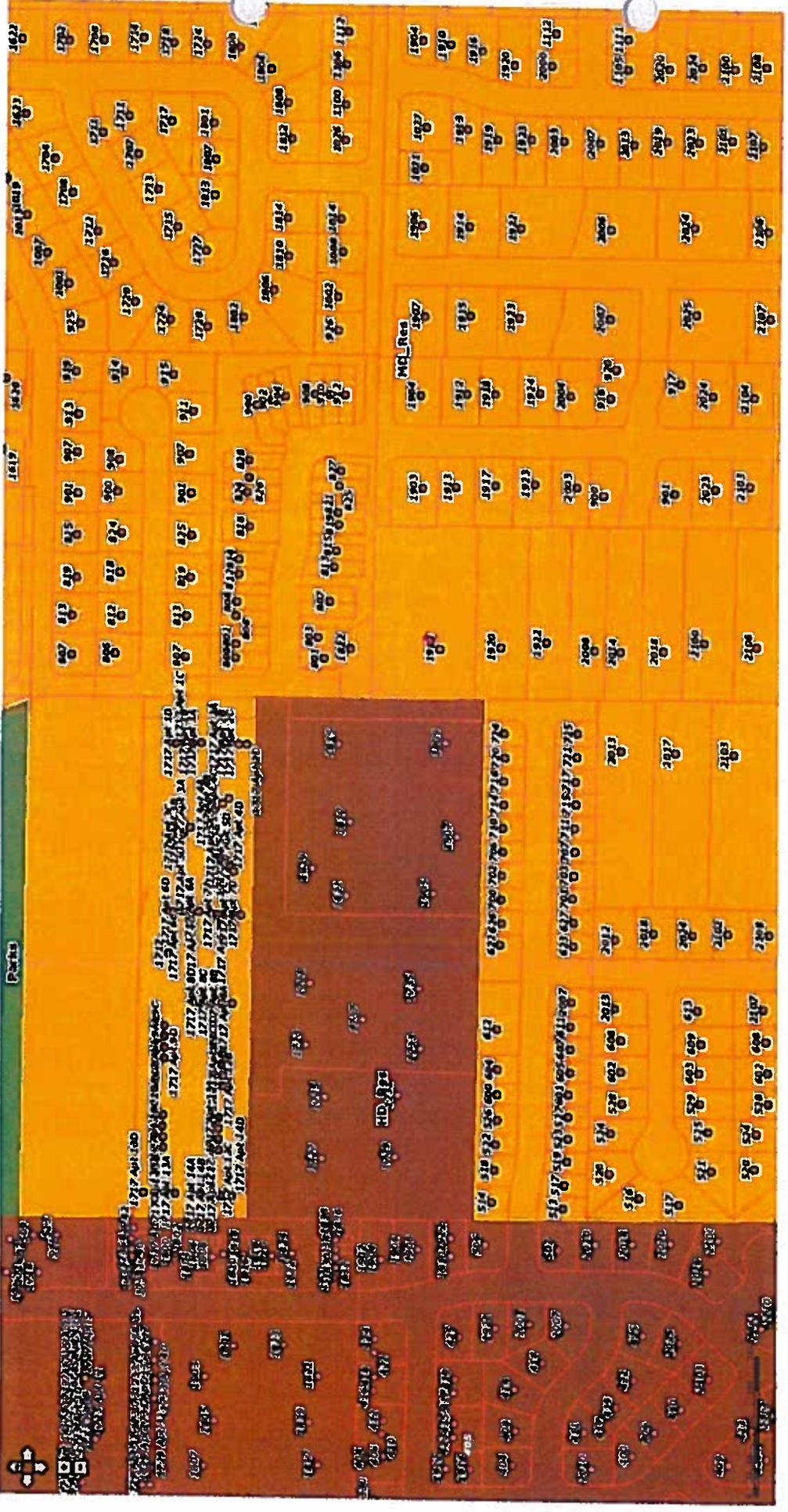
- Active
- Hold
- Proposed
- Retired
- Other

County Parcels





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5/24 PZ
ROBERT

APPLICATION FOR ANNEXATION/ZONING
City of Nampa, Idaho

ANN 2190-16

11

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$452.00 (for 1 acre or less), and \$910.00 (for more than 1 acre).

Applicant Information

Name of Applicant/Representative: Gaven Joel King Phone: 208-914-1774

Address: 1910 Sunny Ridge Rd City: Nampa State: ID Zip Code: 83686

Applicant's interest in property: (circle one) Own Rent Other

Owner Name: Gaven Joel King Phone: 208 914-1774

Address: 1910 Sunny Ridge Rd City: Nampa State: ID Zip Code: 83686

Address of subject property: 1910 Sunny Ridge Rd, Nampa, ID 83686

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

Subject Property Information

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

Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document

Subdivision _____ Lot _____ Block _____ Book _____ Page _____

Project Description

State the zoning desired for the subject property: RML
HD-RES

State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property:

We are seeking annexation in compliance with nearby zoning for development purposes. We are planning on subdividing the land and constructing quadplexes.

Dated this 17th day of April, 2016

[Signature]
Applicant Signature

NOTICE TO APPLICANT

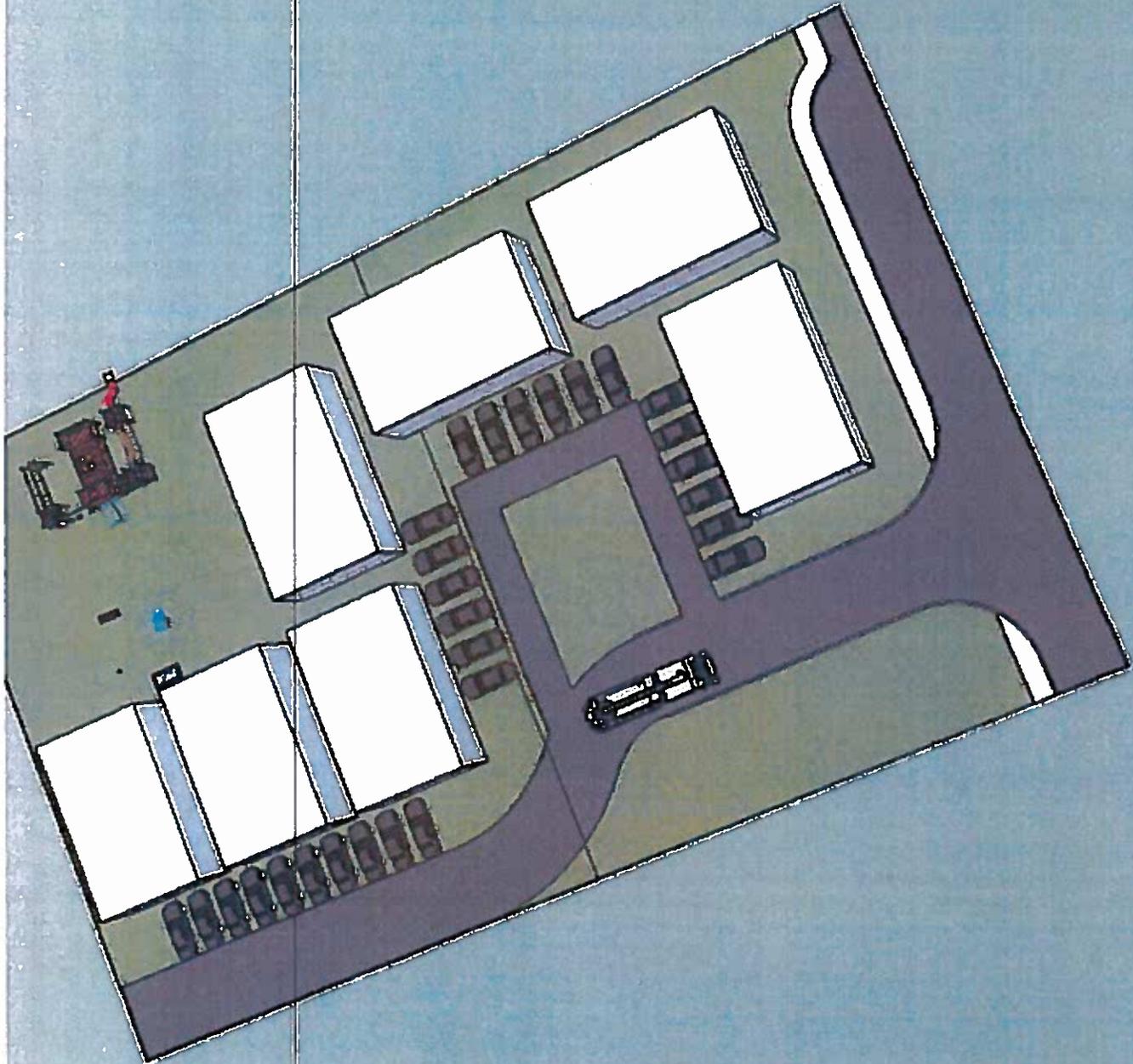
This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:

File Number: ANN 2190 - 2016 Project Name: ANNEX + RML
1910 SUNNY RIDGE RD
GOOEN KING

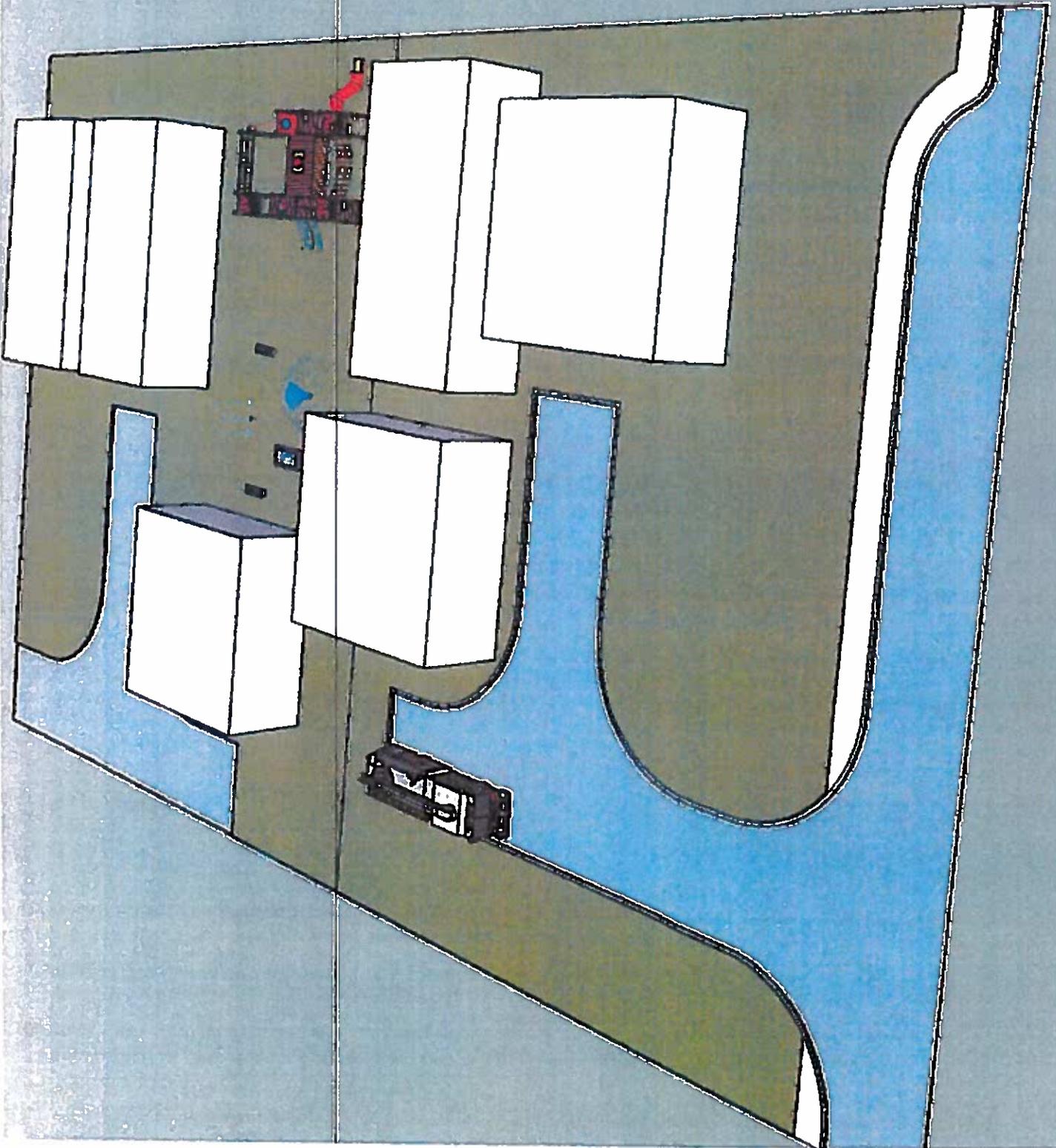
PROSPETTO
LAYOUT (CONCEPTUAL)

#12



ALTERNATE
LAYOUT (CONCEPTUAL)

REV
1.3



14

Memorandum

To: Planning and Zoning
Cc: Daniel Badger, P.E., Staff Engineer
Cc: Michael Fuss, P.E., Nampa City Public Works Director
From: Jim Brooks – Engineering Division
Date: May 10, 2016
Rev:
Re: Annexation and Zoning – Connect to City Sewer
Applicant: Gaven King
Applicant Address: 1910 Sunnyridge Road
Parcel Address: 1910 Sunnyridge Road
ANN2190-16 for the May 24, 2016 P & Z Meeting

Applicant attended a CPR (Conceptual Plan Review) meeting March 24, 2016. At this meeting the applicant was provided with the following information in regards to development of the site.

Sunnyridge Road

- Classification-Arterial
- Right-of-way dedication required – 50-feet (50') minimum for a future 100-foot right-of-way.
- Curb, gutter, sidewalk, pavement/road widening, and landscaping required.
- Access to be determined in accordance with the current Access Policy Manual. Location proposed to be at or near the north property line, and possibly from Maine Avenue to the east.

Utilities

- Water - Main in Sunnyridge. Looping through site necessary to provide fire protection and to provide services to each proposed residential unit.
- Fire flow from Sunnyridge main is better than 2,000 GPM.
- Sewer- Main extension required through site to provide service to each proposed residential unit.
- Pressure Irrigation – Extension through site may be required if parcel is subdivided into separate lots.
- Gravity Irrigation lateral – May require relocation as necessary. Irrigation district approval with license agreement is required.

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15

- **Easements – Required over all public utilities and as necessary over any irrigation district facility.**



ENGINEERING DIVISION

CONCEPTUAL PLAN REVIEW STAFF FINDINGS

We hope your experience during this Conceptual Plan Review Process has been beneficial, enjoyable, and educational. You may visit our website for additional information at www.cityofnampa.us

Welcome to the City of Nampa

ENGINEERING DIVISION - CONTACT PLAN REVIEW @ 468-5459	
NOTES: <u>Multiple access points of name of Sunny Ridge</u>	
STORMWATER DIVISION - CONTACT EROSION SEDIMENT CONTROL @ 468-4442	
NOTES:	
WATER DIVISION - CONTACT BACKFLOW/CROSS CONNECTION @ 468-5504	
NOTES:	
WASTEWATER DIVISION - CONTACT PRETREATMENT @ 468-5841 or 468-5842	
NOTES:	
MEETING DATE:	<u>24 March 2016</u>
MEETING TIME:	<u>10 am</u>
PROJECT NAME:	
ADDRESS:	
<u>1910 Sunny Ridge Road</u>	
PROJECT SCOPE:	
<u>Annexation of zoning to develop Multiple Sportswear Complex</u>	
Improvements - Road or Street classification <input checked="" type="checkbox"/> Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Local	
Curb, Gutter, and Sidewalk:	<u>Required along with landscaping</u>
<u>Right-of-way Dedication Required on Sunny Ridge 50' minimum - for 1/2 of 100' distance.</u>	
Access - All new access points to meet current Access Policy Manual	
Driveways:	<u>TBD</u>
Utilities	
Sewer:	<u>Sewer main Extension Needed to serve property and through site as necessary</u>
Water:	<u>Main in Sunnyridge. Looping through site to provide fire protection. Essential to Reg-welder. Will also provide domestic service to each.</u>
Fire Flow:	<u>Better than 2,000 from Sunnyridge.</u>
Irrigation:	<u>Main in Sunnyridge</u>
Storm Drainage:	<u>Existing Tr. lateral / sewer ditch to be maintained, re-lined, etc.</u>
Must comply with City of Nampa Storm Water Policy Manual. Design requires stamp and signature by an Idaho Registered Engineer or an Idaho Registered Landscape Architect.	
Permits	
Erosion Control	Erosion Control permits are required on all new construction, additions, and on the paving of parking lots.
Right-Of-Way	Right of way permits are required anytime there is work to be done in the City right-of-way

Additional Comments: Suggest variation of Public R.O.W. from Main.

Sylvia Mackrill

From: Neil Jones
Sent: Wednesday, April 20, 2016 3:12 PM
To: Sylvia Mackrill
Subject: RE: ANN2190 16 Annexation and RML zoning for 1910 Sunny Ridge Rd for Gaven J King

Building Department has no conditions on this annexation.

Neil Jones

From: Sylvia Mackrill
Sent: Wednesday, April 20, 2016 1:33 PM
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@compassidaho.org>; Vickie Holbrook <holbrookv@cityofnampa.us>
Subject: ANN2190 16 Annexation and RML zoning for 1910 Sunny Ridge Rd for Gaven J King

ANN 2190-16:

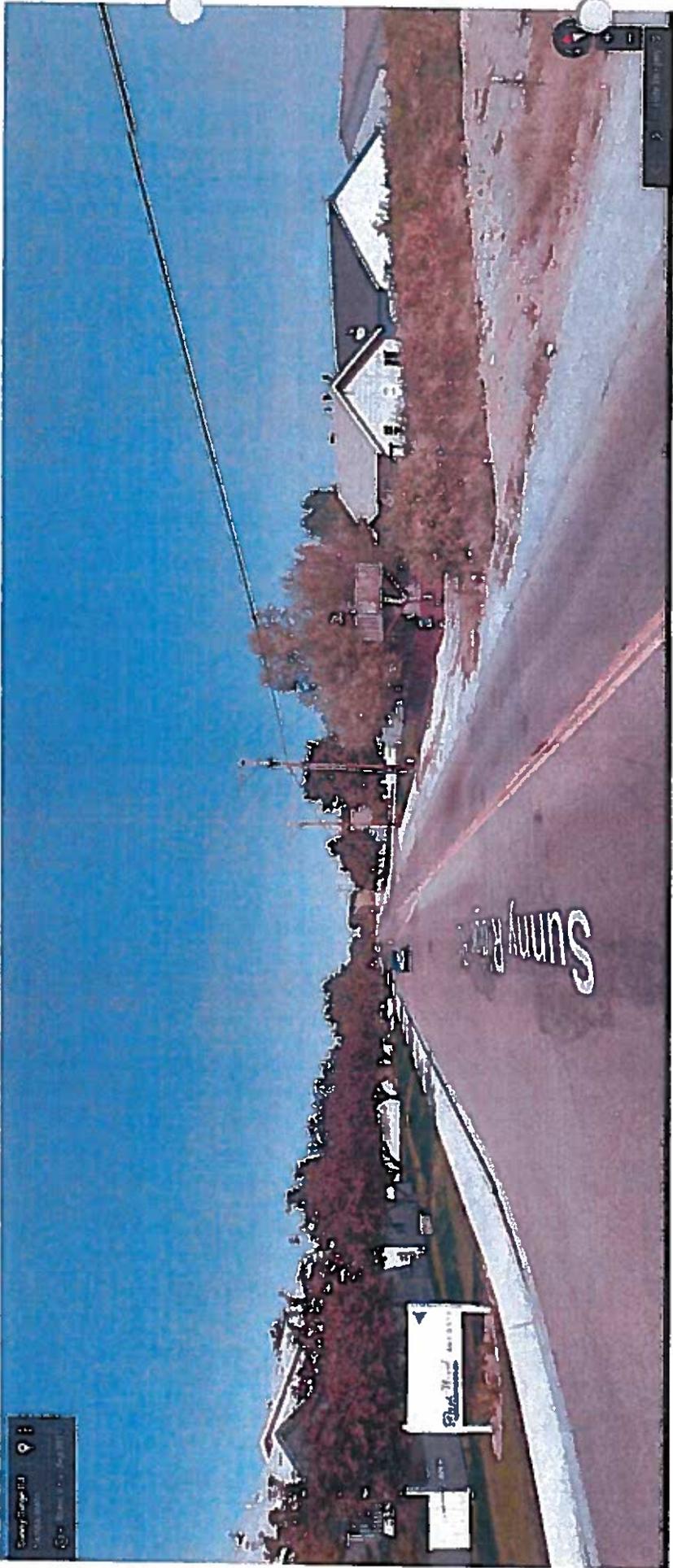
Gaven J King has submitted a request for Annexation and RML zoning for a 1.58 acre parcel located at 1910 Sunny Ridge Rd, Canyon County Account #3224900000, in the SE ¼ of Section 34 T3N R2W, for future residential development. The application has been scheduled as a public hearing item on the Planning and Zoning Commission agenda of May 24, 2016.

Please review the attached application information and forward any comments to my attention prior to May 13, 2016. Thank you,

Sylvia Mackrill
City of Nampa Planning Department
208-468-5484
mackrill@cityofnampa.us

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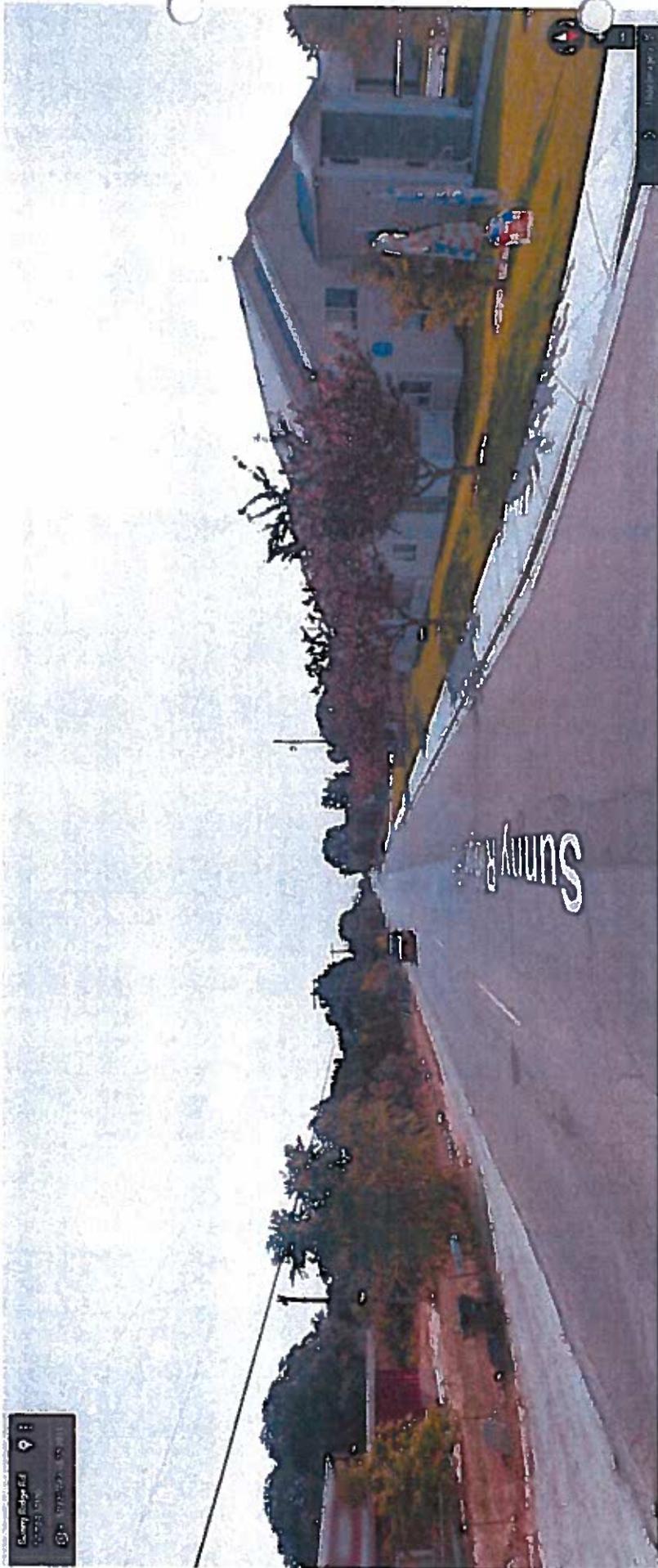
10/18

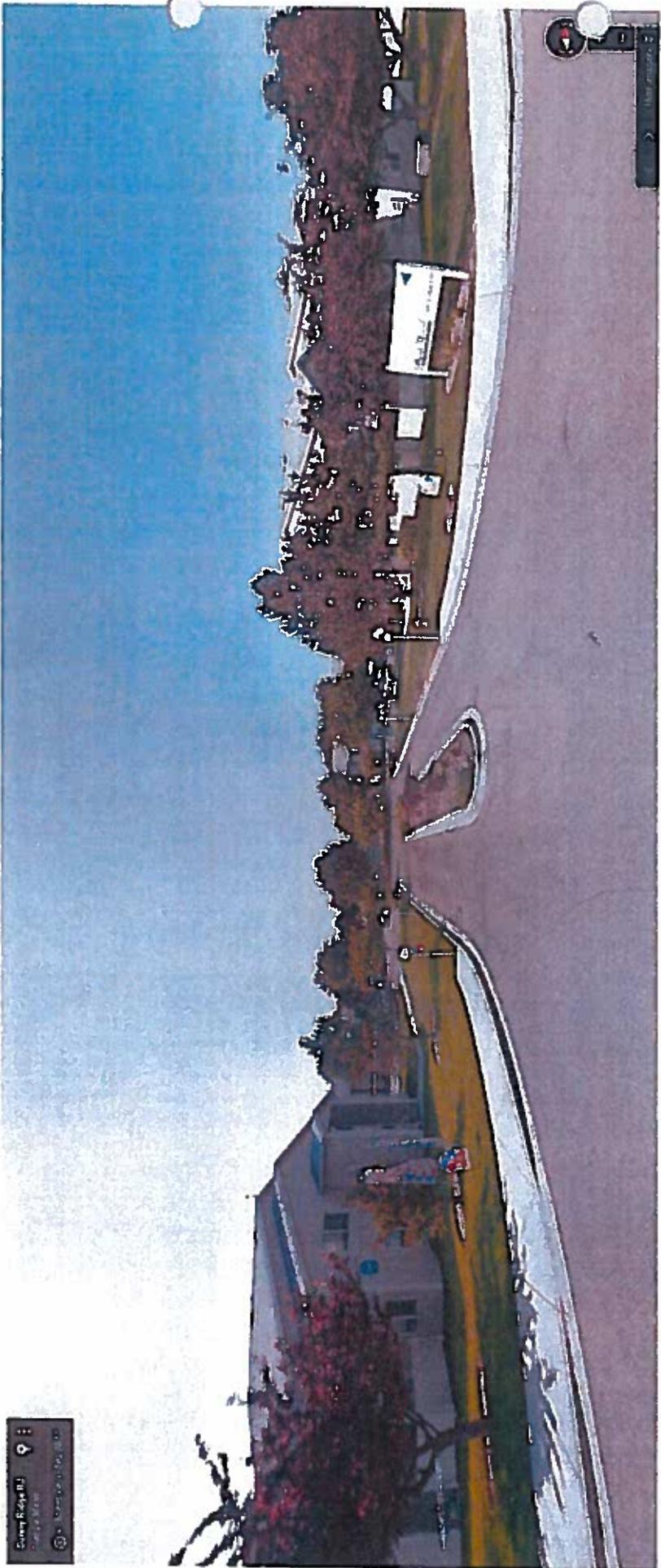


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10/20





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- In response to a question from Rodriguez, Holm advised the applicants did not have the plat ready for recording at this time and were, therefore, requesting the extension of final plat approval.

Rodriguez motioned and Sellman seconded to recommend to City Council extension of Final Plat approval from 05/18/2016 to 05/15/2017, subject to compliance with all previous conditions of approval.

Motion carried.

Chairman McGrath proceeded to the public hearing items on the agenda at 7:00 p.m.

Annexation and Zoning to RML (Limited Multiple Family Residential) for four-plex development at 1910 Sunny Ridge Rd. (A 1.58 acre or 66,152 sq ft portion of Section 34 T3N R2WSE ¼ N 200.9 ft of W 330 ft of NW ¼ SW ¼ SE ¼) for Gavin J King (ANN 2190-16)

Chairman McGrath proceeded to public hearing.

Andrea King of 1910 Sunny Ridge Rd – representing the applicant:

- Ms King stated the subject property was located across the street from an apartment complex.
- The intent for 1910 Sunny Ridge Rd, added Ms King, was to construct a four-plex development, with some green space, similar to the apartments across the street.
- Ms King reiterated they were seeking annexation into the City with an RML (Limited Multiple Family) zoning designation.
- Myers inquired how many four-plex structures were proposed and Ms King replied that at the present time it was looking more like 6 four-plex buildings.
- Ms King confirmed two story buildings were proposed.

Planning Director Holm:

- Holm indicated the current RML zoning on the property on the west side of Sunny Ridge Rd and stated apartments had been constructed on that property.
- The applicant has indicated, continued Holm, they would be constructing four-plex type buildings on the subject property.
- The subject property, stated Holm, was the division between High Density Residential Comprehensive Plan designation on the west side of Sunny Ridge Rd, and Medium Density Residential on the east side.
- Holm indicated the aerial view of the subject property.
- Holm explained when a property was located at the boundary of the current land use designation, then the property would be allowed to go with either the Medium Density, or the High Density designation could be stretched to include the subject property.
- According to Holm, no comments or correspondence had been received from surrounding property owners or residents.
- Holm noted the existing townhouse type units to the north, and the higher density apartments to the west, as well as duplex type construction on E Maryland to the west.
- Holm reviewed the Staff Report and noted the memorandum from the Engineering Division, with a list of conditions.
- Additionally, stated Holm, a Development Agreement was recommended for development of the subject property with fourplex units.
- Kehoe inquired what structures were currently on the property.
- Ms King replied there was currently one home on the property, with two storage buildings and a shed.
- In response to a question from Kehoe, Ms King confirmed all the buildings currently on the property would be removed.

Chairman McGrath proceeded to public testimony.

Nereida Calillo of 1913 Fern St, Nampa – opposed:

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- Ms Calillo stated she was opposed to the four-plexes proposed for the property behind her home. Esmerelda Herrera helped interpret for Ms Calillo.
- Ms Herrera stated Ms Calillo had voiced concern regarding the proposed four-plexes because her family had moved right behind the subject property two years ago, to 1913 Fern St.
- At that time, added Ms Herrera, the property was very run down, and since then they had put in beautiful landscaping.
- According to Ms Herrera, Ms Calillo considered the proposed development would have a potential for obstruction the landscaping of their home and the neighbors' homes.
- There were other neighbors in opposition to the requested rezone to RML and proposed four-plex project stated Ms Herrera, however, they could not be at the Planning and Zoning meeting tonight.
- Ms Herrera reiterated Ms Calillo and her family had put a lot of work and investment into their property in order to improve the neighborhood and they were afraid the proposed fourplex development would detract from the single family residential properties and landscaping, as well as take away from the privacy of the residents of Fern St.
- The four-plexes to the north, emphasized Ms Herrera, were single level townhomes that were nicely kept.
- The primary concerns with the proposed four-plex project, added Ms Herrera, would be the impact of all the traffic, and the privacy, on the established homes on Fern St to the east. Only the apartments on the west side of Sunny Ridge Rd, added Ms Herrera, were two story.
- In response to a question from Kehoe, Ms Herrera stated there were residents currently living at the subject property at 1910 Sunny Ridge Rd.

Mrs King:

- Mrs King indicated some photos: looking west from the subject property, to the apartments across the street; some pictures of the subject property and the adjacent homes to the east; and a view of the subject property from the east.
- Mrs King stated the plans for the subject property were still very conceptual, and indicated a conceptual plan – without a drive aisle going through from Fern St to Sunny Ridge Rd in order to avoid heavy traffic by drive through vehicles to Sunny Ridge Rd.
- The proposal, added Ms King, was to have as much green space and play space as possible for the four-plex project.
- Mrs King suggested they would be courteous to the neighbors, and in order to prevent any privacy issues they would not place windows facing east on the upper stories of the four-plexes.
- Additionally, stated Mrs King, they would try and provide a generous landscape barrier for the neighborhood to the east.
- Myers inquired if there were trees at the back of the subject property that could be preserved and Mrs King replied they could consider retaining the trees, however, if the canal was tiled the trees may have to be removed. Mrs King added the trees on the property itself were not good and the area would have to be re-landscaped.
- Mrs King responded to a question from Myers regarding fencing and stated they did not have plans yet but could consider fencing.
- Rodriguez inquired if Mrs King could confirm they would not be putting windows on the east side of the second floor of the buildings.
- Mrs King stated she could speak to the design of the buildings and confirm they could easily avoid windows on the second floor, on the east side of the buildings.
- In response to a question from Rodriguez, Mrs King stated the existing house on the property has been gutted and taken down to the framing and added that it had just been a temporary place for them to live.
- The intent, added Mrs King was to remain in the house until the last phase of construction and then the existing house would be demolished.

Myers motioned and Rodriguez seconded to close public hearing. Motion carried.

- Kehoe considered the proposed project would be a big improvement on what was currently on the subject property.
- Discussion followed on the fact that elimination of the windows on the second story, and landscaping would be appropriate.

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Rodriguez motioned and Myers seconded to recommend to City Council annexation and RML zoning for a 1.58 acre parcel addressed as 1910 Sunny Ridge Rd, in order to facilitate construction/development of a four-plex development, subject to:

1. Developer(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc] as may be imposed by City agencies appropriately involved in the review of this request (e.g. Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions) as the entitlement(s) granted by virtue of the City's approvals of the requested annexation and zoning assignment do not, and shall not, have the effect of abrogating requirements from those departments/agencies in connection with entitlement of the Property.
2. The Developer [shall] enter into a Development Agreement with the City of Nampa. The Agreement shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Developer and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Developer's request for the Property to be zoned RML. Inclusively the Agreement shall contain any/the concept development plans proposed by virtue of this composite application submittal as accepted, or accepted with required changes by the City Council, and shall incorporate standards pertaining to fencing, landscape buffering and trees on the east side of the Property, preclusion of second story windows on the east side of the Project four-plexes proposed to abut existing single-family residences that in turn adjoin Fern Street, and such conditions as levied by City Engineering against the Project.

Motion carried.

Conditional Use Permit for a Neighborhood Hospital with Ambulance Service in an RP (Residential Professional) zoning district at 1512 12th Ave Rd (NW ¼ Section 34, T3N R2W Kurtz Addition, Tax 00069 in Kurtz Addition, in Yorgason 1st Sub and Section SW 1/4) for Saint Alphonsus Health System, Inc/Brandon McDougald (CUP 2191-16).

Chairman McGrath proceeded to public hearing.

Brandon McDougald, with Kimley Horn, 215 S State St, Ste 400, Salt Lake City, Ut – representing the applicant:

- Mr McDougald stated St Alphonsus Health System was proposing a neighborhood hospital located just west of the existing St Alphonsus hospital at 1512 12th Ave Rd. The new neighborhood hospital would be adjacent to 12th Ave Rd and just north of Constitution Way.
- According to Mr McDougald, the proposal was for a 38,100 sq ft new neighborhood hospital.
- The hospital would be on the main floor, with a medical office building on the second floor.
- The property is located within the RP (Residential Professional) zoning district, stated Mr McDougald, and Conditional Use Permit approval is required for a hospital in that zoning district.
- Kehoe inquired about the term "neighborhood hospital" and Mr McDougald replied a neighborhood hospital would be a smaller scale 16 bed hospital, and not on the same scale as the hospital currently on the site.
- At the present time, added Mr McDougald the only proposal was for construction of the new building within the existing parking lot, and no structures to be removed.
- It will be a stand-alone facility, stated Mr McDougald, and will be a separate building to the existing facility.
- Rodriguez inquired if the requirement for a Traffic Study would indicate an influx of traffic for the new hospital.
- Mr McDougald replied the proposed neighborhood hospital would not be a large traffic generator, however, the new facility was right at the cusp of requiring the Traffic Impact Study and so the applicants went ahead and provided the Study.
- Mr McDougald added the Traffic Impact Study was either submitted to the Engineering Division today, or will be submitted this week.
- According to Mr McDougald, the TIS indicated there would be an average of a little over 800 trips per day to the new facility, with the a.m. peak trips around 60 trips per hour and the p.m. trips were around 80 to 85 trips per hour, and therefore, not a significant trip generator.

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, June 14, 2016 8:09 AM
To: Norm Holm
Subject: ANN 2190-16

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Annexation and Zoning to RML of 1910 Sunny Ridge Rd for Gavin J. King as Sunny Ridge Rd. is the City of Nampa's right-of-way and does not impact the Highway District.

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

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

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PLANNING & ZONING DEPARTMENT

**Before the Mayor & City Council
Meeting of 20 JUNE 2016**

PUBLIC HEARING ITEM NO. 4 STAFF REPORT

Applicant/Representative(s):

Mike Helm, for and in behalf of Yesco Outdoor Media

File No(s): VAR 2196-16

Analyst: Robert Hobbs

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

1. To N.C.C. § 10-23-20.B. (that limits the height of a free-standing sign [in this case a billboard] to 40' within an IL [Light Industrial] Zone) for property addressed as 1815 Madison (hereinafter the "Property") in Nampa (see attached Vicinity Map),

The Applicant seeks Variance approval to allow an 80' tall sign on the above referenced Property in order to provide visibility of the same from I-84 commensurate with that afforded other signs allowed along the interstate with heights of 40'.

Contents:

Conclusions of Law: Page 2

Staff Narrative Findings/Discussion: Pages 3-6

Recommended Condition(s) of Approval: Page 7

Attachments Description(s): Page 7

APPLICABLE REGULATIONS

10-24-1: [VARIANCE] PURPOSE:

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

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

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

10-24-2: ACTIONS:

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

1. Literal interpretation and enforcement of the regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance.

2. There are extraordinary site characteristics applicable to the property involved or to the intended use of the property which do not apply generally to other properties classified in the same zoning district.

3. Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.

4. The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.

5. The granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

STAFF FINDINGS AND DISCUSSION

I. Variance Introduction:

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

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

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

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

Council is at liberty to approve or deny a Variance. And, their vote should not necessarily be construed as setting precedent -- for nothing binds them to vote the same way twice other than their own perceptions and those of others that they may be concerned with. Still, consistency is a desirable goal when dealing with case by case Variance requests. As a Variance decision is a "quasi-judicial" matter, any vote to approve or deny should be accompanied by a reasoned statement listing the rationale for the decision made. A vote to approve may be made contingent on an applicant's compliance with certain conditions. Variances have set life spans and may also be rescinded under particular circumstances.

II. This Application:

As Variance Permits have been used to provide opportunity for an applicant to seek relief from a dimensional or quantifiable, metric standard, this request was received to ask the Council to consider allowing an increased sign (billboard) height on the Property. Said Property is zoned as/for "light industrial" development. The City's sign code specifies that signs of the type desired by the Applicant shall be limited to 40' in height. The 40' height is measured from grade at the base of the sign to the top thereof, and is meant to advertise to an adjoining thoroughfare.

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

III. General, Abbreviated Findings:

1. The Property (legal description within City case file VAR 2196-16) made the subject of this Variance request is located within the incorporated limits of the City of Nampa; and,
2. The Applicant has a controlling interest in the proposed billboard and is authorized to represent the application associated with this report; and,
3. The Applicant proposes an increased height allowance (80' in lieu of 40') in conjunction with their intent to move a billboard from an adjoining parcel onto the Property; and,
4. As authorized and mandated according to Idaho statute, the City has adopted a comprehensive zoning ordinance that applies to all properties within the City's incorporated limits and, by limited form and fashion, to areas within its negotiated impact area; and,
5. The City's zoning ordinance requires that properties in the IL Zone comply with all relevant zoning code requirements appertaining thereto (including regulation of signs within said district); and,
6. That among IL zoning regulations, those properties in the City of Nampa that abut/adjoin I-84 (the interstate) may have 40' tall billboard signs with prescribed spacing, area, construction methodology, electronic message center controls, etc.) in part to: "ensure that signs are designed, constructed, installed and maintained to assure public and traffic safety", to, "allow adequate and effective signs without dominating the visual landscape", to, "protect and enhance economic viability of the city's commercial corridors by assuring aesthetic appeal to businesses and residents alike", and to, "to balance the needs of business with the desire to preserve and enhance the visual character of the city..." (N.C.C. § 10-23-1.A, C-E); and,
7. The Applicant seeks a Variance Permit from the City of Nampa in order to allow a proposed billboard (being relocated from another parcel) to be emplaced on the

subject Property and rebuilt thereon to stand 80' in air, 40' higher than the sign code allows; and,

8. The Applicant has submitted to the City a complete Variance Permit Application together with the requisite fee, and the City has received the application; and,

9. The Variance Application is being processed in conjunction with procedures compliant with the Local Land Use Planning Act, and Nampa Zoning Ordinance standards appertaining to such an application type; and,

10. Variances, as a rule, are not to be issued simply for economic reasons or convenience; they "shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of: a) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity"; and,

11. Further, a statement has been provided that attempts to justify the Variance request as some type of topographical or other physical site hardship or "unique site circumstance" that restricts Property development or "build-out" or use of land as allowed to other City properties or as granted already to City properties developed and/or used in similar fashion to the business plan(s) of the Applicant; and,

12. Adjacent property owners [to the Property] have not provided comment regarding the application; and,

13. The City's Engineering Division has expressed that they are not opposed to the application; and,

14. The City's Building Department has expressed that they are not opposed to the application, and have provided requirements in the event the Variance is approved and a Sign Permit applied for by the Applicant(s); and,

15. The City's Code Enforcement Division has expressed that the Property has no notable code violations at the time of processing of the Variance; and,

16. No direct physical impact on the general public by this request is foreseen by virtue of this request were it approved (e.g., non-electronic billboard signs are commonly emplaced adjacent to interstates); and,

17. Other signs have received from time to time Variance approvals to allow increased areas or heights beyond code standards. A review of past files regarding Variances for sign height since 1980 revealed the following:

In 1989, the City Council approved a variance request for the Super 8 Motel at 624 Nampa Boulevard. Said request was for a sign oriented to the freeway and proposed to be 75' tall. Noted in the Staff report at the time was that,

"Other signs of similar height to that which is proposed have been allowed in the area by variance, due to freeway orientation. They are as follows:

Shilo - 80' high

Denny's - 80' high
Gem Fuel - 98' high (was 71' previously)"

In 1996, the City Council approved a Variance request for the Sleep Inn at 1315 Industrial Way. Said request was for a sign oriented to the freeway and proposed to be 65' tall. Noted in the Staff report at the time was that,

"Other signs of similar height to that which is proposed have been allowed at the Nampa Blvd. Exit by variance, primarily due to freeway orientation and the lower grade of the sign in reference the interstate elevation.... Freeway oriented businesses should be allowed signs higher than 40'. At one time the sign code gave the building official the discretion to grant higher sign heights.... I don't believe the ordinance should be amended as all businesses along the interstate don't require higher signs, only those directly oriented to the needs of travelers."

In 1997, the City Council approved a Variance request for the Inn America at 130 Shannon Drive. Said request was for a sign oriented to the freeway and proposed to be 70' tall. Noted in the Staff report at the time was that,

"The applicant indicate[d] that the property is in a low lying area. The location is further obstructed by the overpass. The variance in height limitation would allow the sign to be seen by the traveling public."

Further comments in the same Staff report reiterate comments in previous Staff reports on the same theme (obviously, the City has established a precedent for allowing "freeway oriented" signs to exceed the normal 40' maximum free-standing sign height allowance); and, .

18. Attached to this report is all of the information Staff had by the time this report was ready to go to print (12 noon, 15 June)....

IV. Analysis/Opinion:

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

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

- A) That the Property area whereupon the Applicant wishes to erect a re-built billboard is approximately 25' below the level of the interchange per the Applicant's assessment(s), and 22' below according to the City's topographic maps; and,
- B) That should the Applicant erect the proposed sign at 65' (40' + 25' to adjust for the grade difference from sign base level and the interstate above), an existing Northwest Nazarene University Interstate informational sign would blanket the billboard (i.e., be in

the line of sight view corridor to west bound traffic) in such a way as to reduce its advertising effectiveness -- thus prompting the need to raise the sign above the view level of the NNU sign. Applicant, in their justification letter concludes their justifications by stating with regards to allowing the billboard as proposed, "This will allow the sign to be viewed with minor obstruction from the info. sign and place the sign 40' above the grade of the interstate." Staff notes that the interference from the NNU directional sign is dependent on the position/angle from which the question of clear view of the proposed billboard is assessed...the farther away [east], the more interference; the closer (or even past the NNU sign) a traveler is to the proposed billboard, then [obviously], to a point, the lesser the view obstruction (see attached photo images); and,

- C) That the billboard is not able to be shifted to the west (where space exists on the Property for the sign's emplacement) because the Idaho Transportation Department requires that the billboard be at least 1,000' east of the nearest point of widening of the freeway at the interchange. Such lineal separation is required between the proposed sign and the nearest point of divergence -- which happens to be the east bound on-ramp across the freeway from the Property.

Having reviewed the comments of the Applicant, reviewed the Property area under consideration, considered the history of similar approvals along the Interstate (howbeit for smaller sign boards), and, after considering the Applicant's arguments, Staff opines that the Variance request has merit under the auspices of a "topographical hardship" (alternatively, as a "unique site circumstance"). The real question in Staff's opinion is what height is warranted -- 80' or a lesser number (but no less than 65' of altitude) given the proposed sign's proposed positioning, its proximity to the existing NNU way-finding sign, and, freeway travel speeds.

RECOMMENDED CONDITION(S) OF APPROVAL

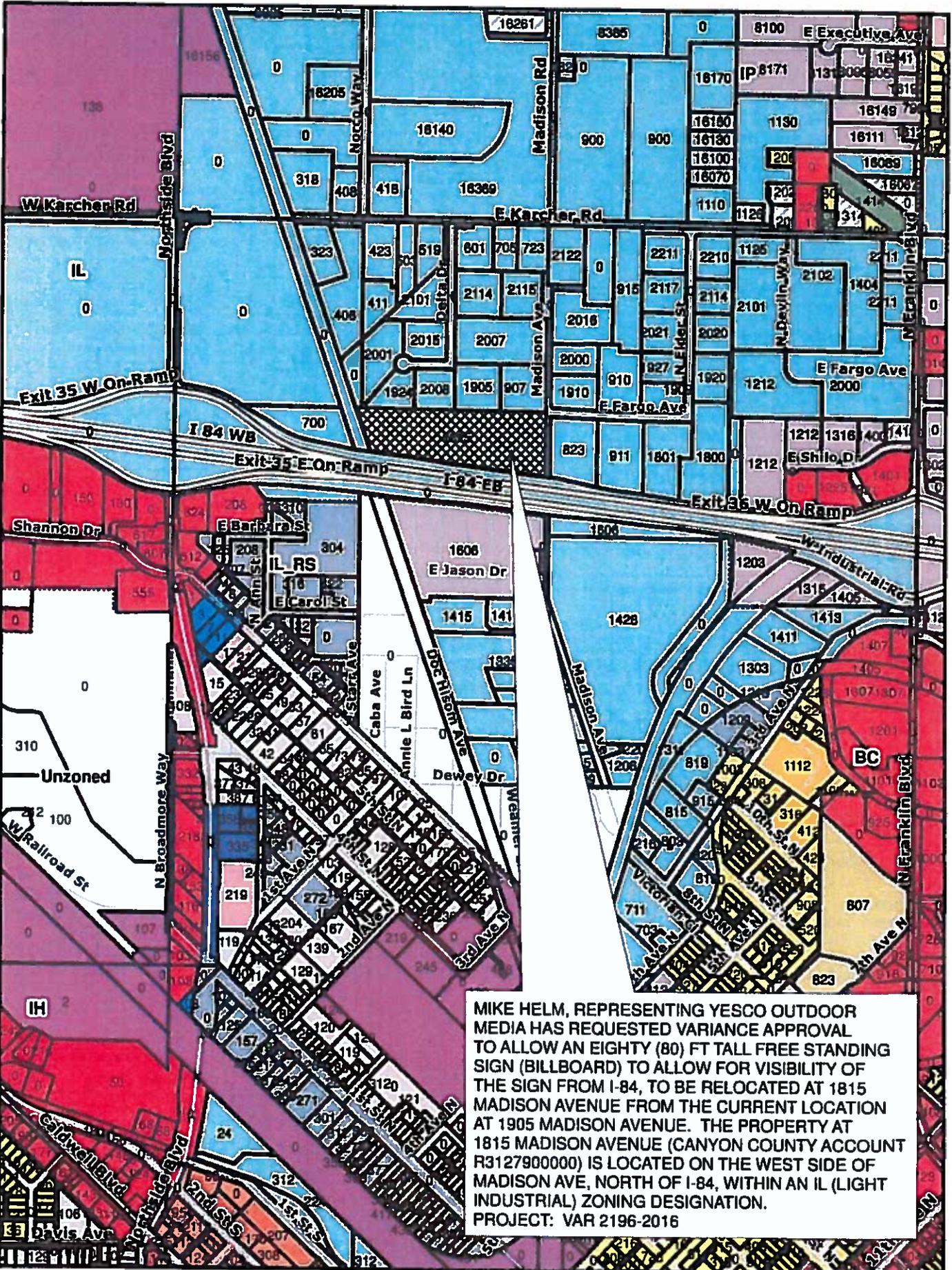
Should the Council vote to approve the Variance application request, then Staff recommends that [the] Council consider imposing the following Condition(s) of Approval against the same:

Generally:

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

ATTACHMENT(S)

- Copy of Vicinity Map (page/Exhibit 8)
- Copies of Applicants' narrative and billboard schematic (pages/Exhibits 9-10)
- Copies of aerial images and Applicant's site plan (pages/Exhibits 11-19)
- Copies of any department/agency correspondence (pages/Exhibits 20-23)
- Copy of Variance application form (page/Exhibit 24)
- Copy(ies) of any citizenry correspondence (page(s)/Exhibit(s) 25+)



MIKE HELM, REPRESENTING YESCO OUTDOOR MEDIA HAS REQUESTED VARIANCE APPROVAL TO ALLOW AN EIGHTY (80) FT TALL FREE STANDING SIGN (BILLBOARD) TO ALLOW FOR VISIBILITY OF THE SIGN FROM I-84, TO BE RELOCATED AT 1815 MADISON AVENUE FROM THE CURRENT LOCATION AT 1905 MADISON AVENUE. THE PROPERTY AT 1815 MADISON AVENUE (CANYON COUNTY ACCOUNT R3127900000) IS LOCATED ON THE WEST SIDE OF MADISON AVE, NORTH OF I-84, WITHIN AN IL (LIGHT INDUSTRIAL) ZONING DESIGNATION. PROJECT: VAR 2196-2016



Outdoor Media

April 28, 2016

Nampa City
Planning and Zoning Department
411 3rd St. So.
Nampa, ID 83651

Re: YESCO Outdoor Media variance application
- Location: 1815 Madison Avenue

Nampa City,

YESCO Outdoor Media is requesting a variance to Nampa City Code 10-23-20(B) that limits a Freestanding pole sign to a maximum overall height of 40'. Nampa City Code 10-23-10 "Sign Variances" creates a path for sign companies to work with the city under specific circumstances.

YESCO intends to apply to relocate and rebuild an existing billboard from 1905 Madison Avenue to 1815 Madison Avenue per Nampa City Code 10-23-8(J)(2)(3). City code Table 10-23-20(F) limits the overall height of Freestanding pole signs to 40'. The property at 1815 Madison Avenue is roughly 40' below the grade of Interstate 84, there is an interstate information sign for N.W. Nazarene University in close proximity to the proposed sign location, and both of these items create visibility issues for the billboard. Due to the lower elevation of the property and the interstate info sign, YESCO is requesting an overall height for the structure of 80'. This will allow the sign to be viewed with minor obstruction from the info sign and place the sign 40' above the grade of the interstate.

I appreciate any consideration the city is willing to give this request. If there are questions or concerns I can be reached at 801.464.6406 or mhelm@yesco.com.

Regards,

A handwritten signature in black ink, appearing to read "Mike J. Helm".

Mike J. Helm
Director of Real Estate

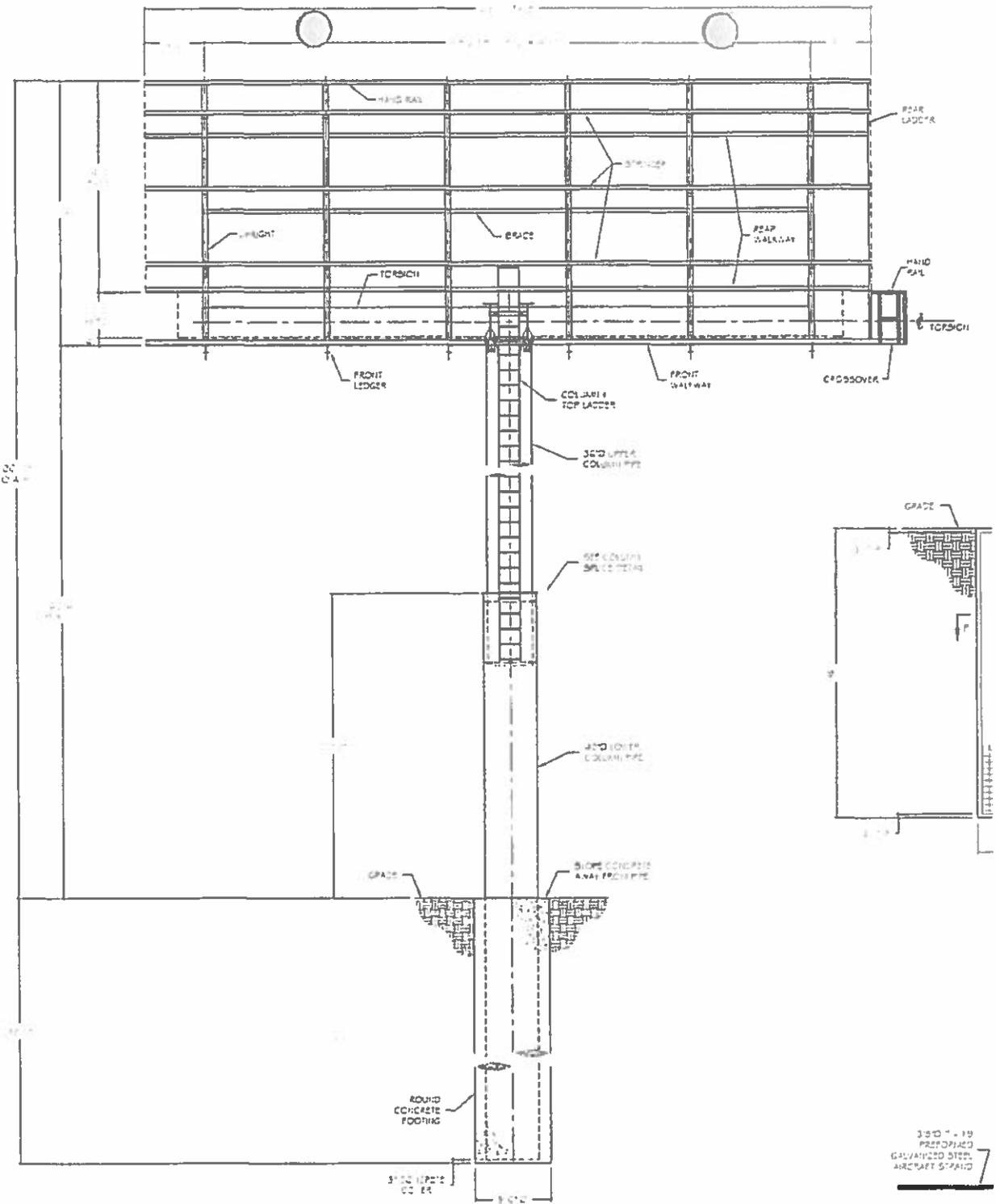
866-779-8357

1605 S. Gramercy Road
Salt Lake City, UT 84104

yesco.com

10

C:\COMPANIES\ITEM\COMPANIES\77-RMG-1448CH30V LED (CAP) 80' C-10518 YESCO OUTDOOR NAMP A.D



ELEVATION

3RD - 18
 PREDRILLED
 GALVANIZED STEEL
 ARCHT S-PA10

3RD CROSSY CIP 6
 OR EQUAL 13 POUNDS
 CORRE

SAFE

1. same parcel

City Staff Webmap

Home | Address | Parcel | Subdivision | Print

Results

- 1815 Madison (1)
- 1815 Madison Ave

Map Contents

- Property
 - Address Points
 - County Parcels
- CityStaff
 - Boundaries
 - Floodplain
 - Planning
 - All P&Z
 - Camp Plan
 - Endowed Areas
 - Pathways
 - Preliminary Plats
 - Neighborhood Centers
 - Transportation Plan 2011
 - Urban Renewal - TIF
 - Zoning
- Schools
- Subdivisions
- Township Range Section
- Valley Regional Transit
- Basemap_v4Aerial
 - 15k to 0
 - 1:10,000
 - 1:25,000
 - 1:50,000
 - Waterways
 - Imagery



2,1470'

2,492'

12

Engineering Webmap

Field Address | Detail | Subdivision | Street | Point

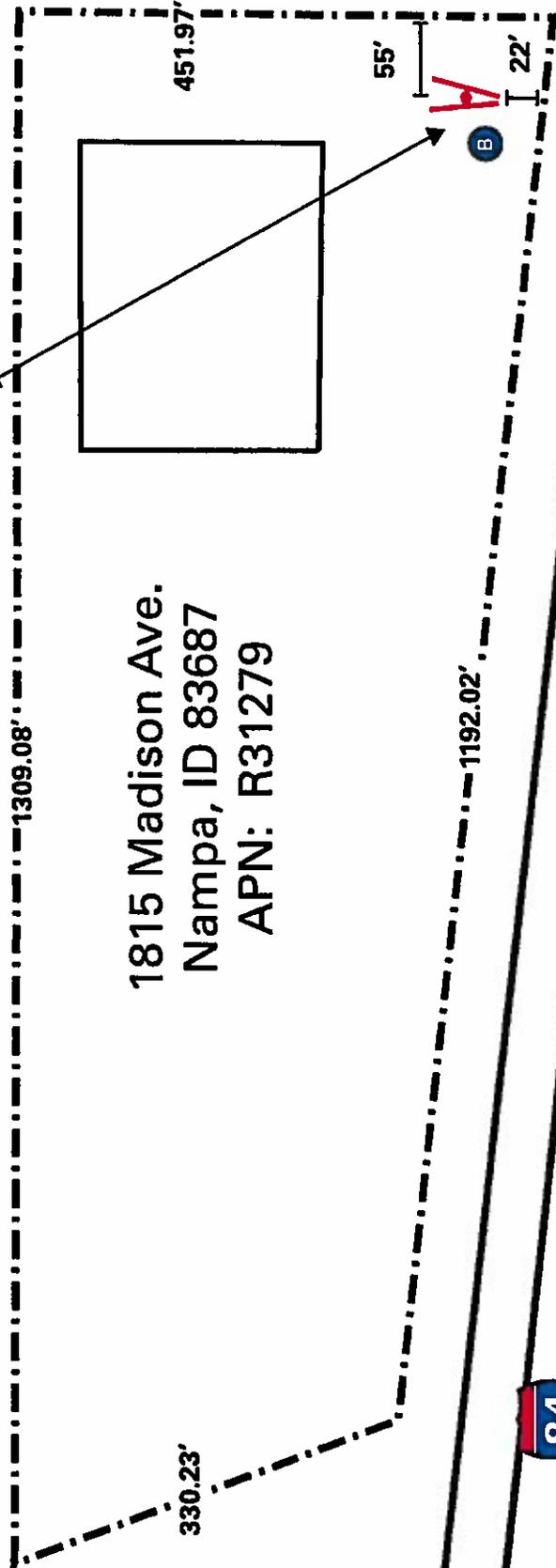
Map Controls

- Property
- Address Points
- County Parcels
- Engineering_All
- Boundaries
- Engineering
 - Control Points
 - Statewide Advisory List
 - PM Projects - Active & P
 - PM Projects - Historic
 - DP/ins - City Staff Nud
 - Duplex Notification Area
 - Cousins 2 R
 - Unknown
- Road/Jan
- Functional Class/Cohen - 2035
- Naming
- School
- Sewer
- Storm/Drn
- Streets
- Streets Permitted
- Subdivisions
- Township Range Section
- Traffic
- Valley Regional Transit
- Water Domestic
- Water Imp/plan
- Webcam_remote
 - 15k to 0
 - 30k to 15k
 - 45k to 30k
 - 60k to 45k
 - 75k to 60k
 - 90k to 75k
 - 105k to 90k
 - 120k to 105k
 - 135k to 120k
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 <p>YESCO Outdoor Media. 1605 S Gramercy Road Salt Lake City, UT 84014</p>	<p>Mike Helm Director of Real Estate Phone: 801.464.6400 Cell: 801.694.3096 Fax: 801.467.3447</p>	<p>OUTDOOR BOARD #31014</p>
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Madison Ave.

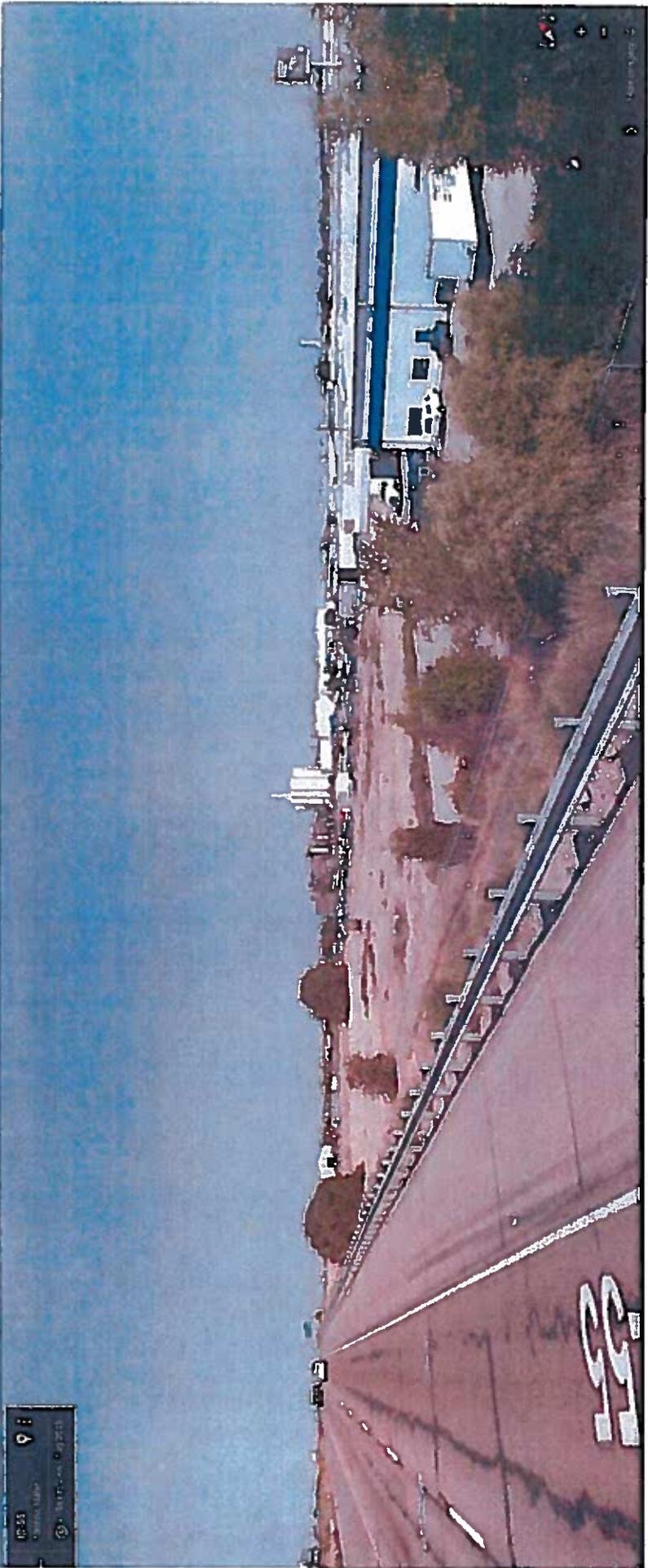


1815 Madison Ave.
Nampa, ID 83687
APN: R31279

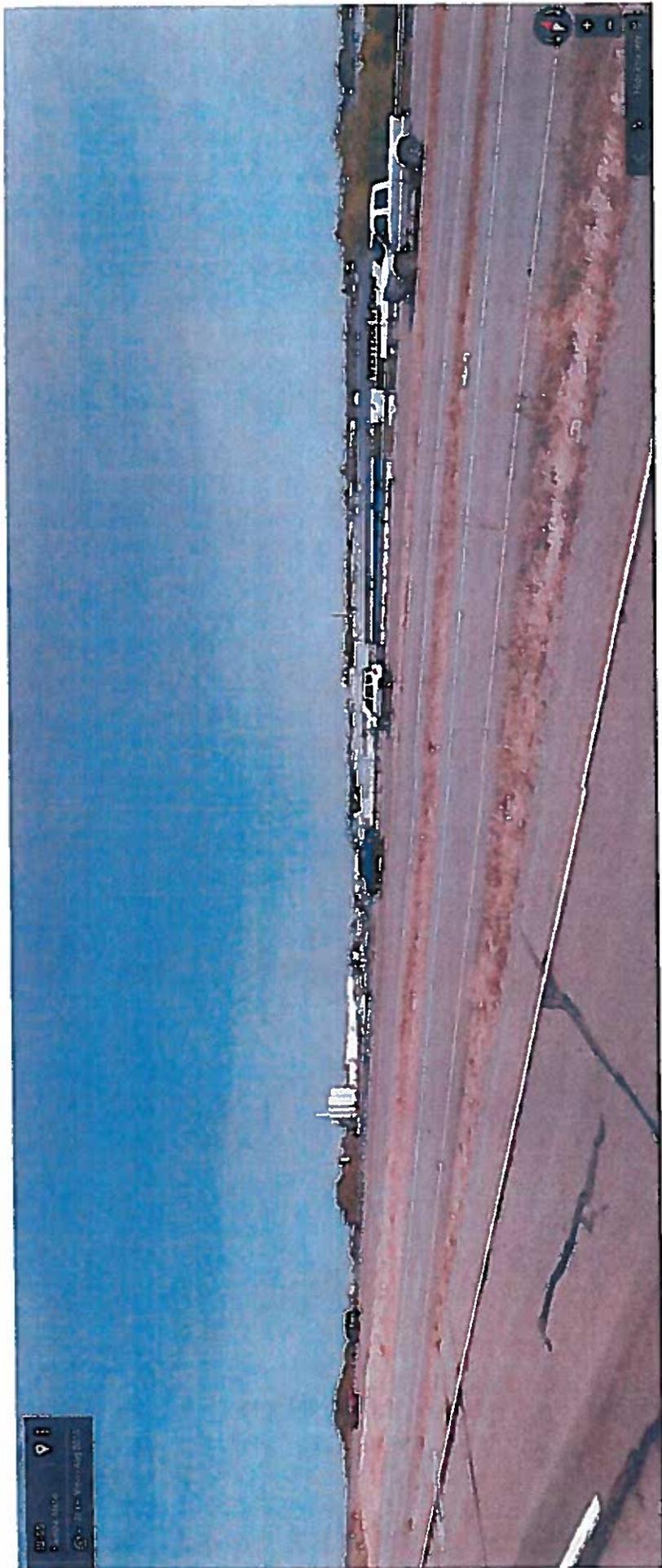


	EXISTING LOCATION
	PROPOSED LOCATION
UPDATE: 4/05/18	

14



15



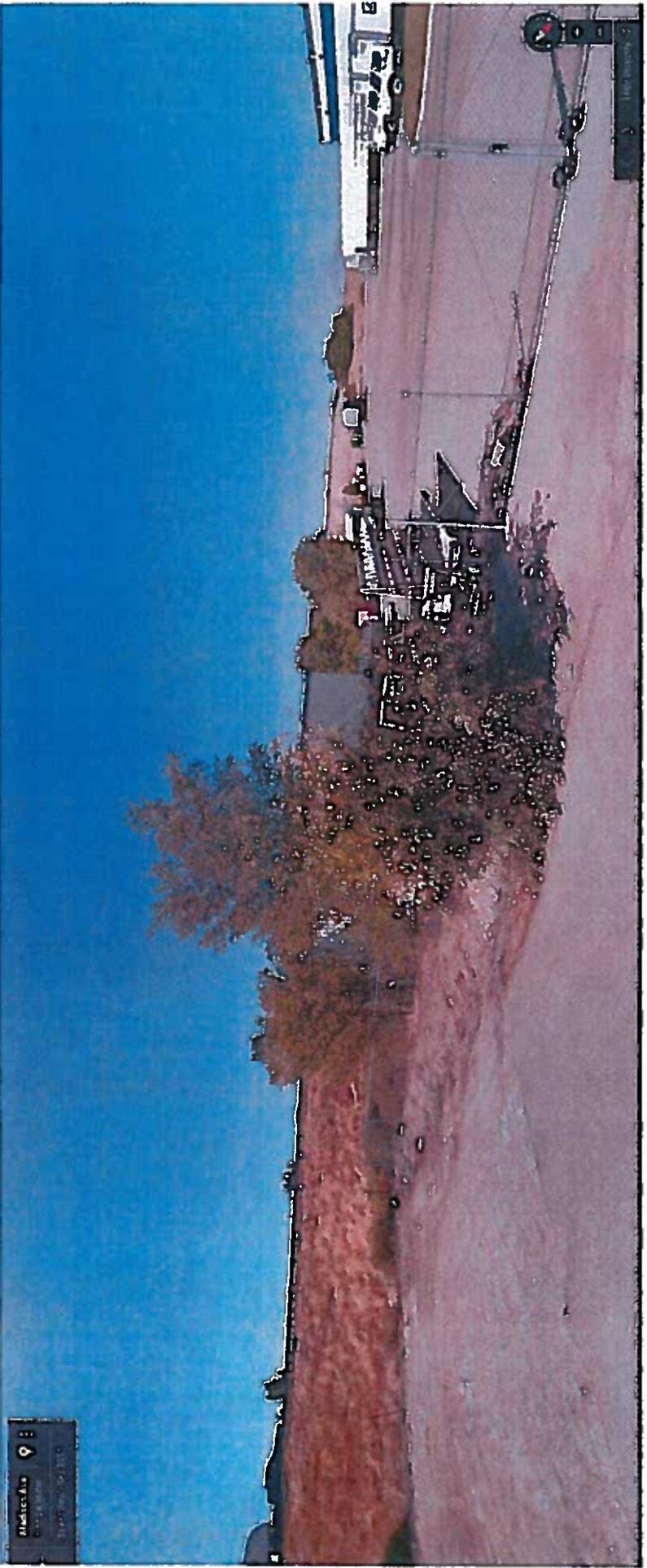
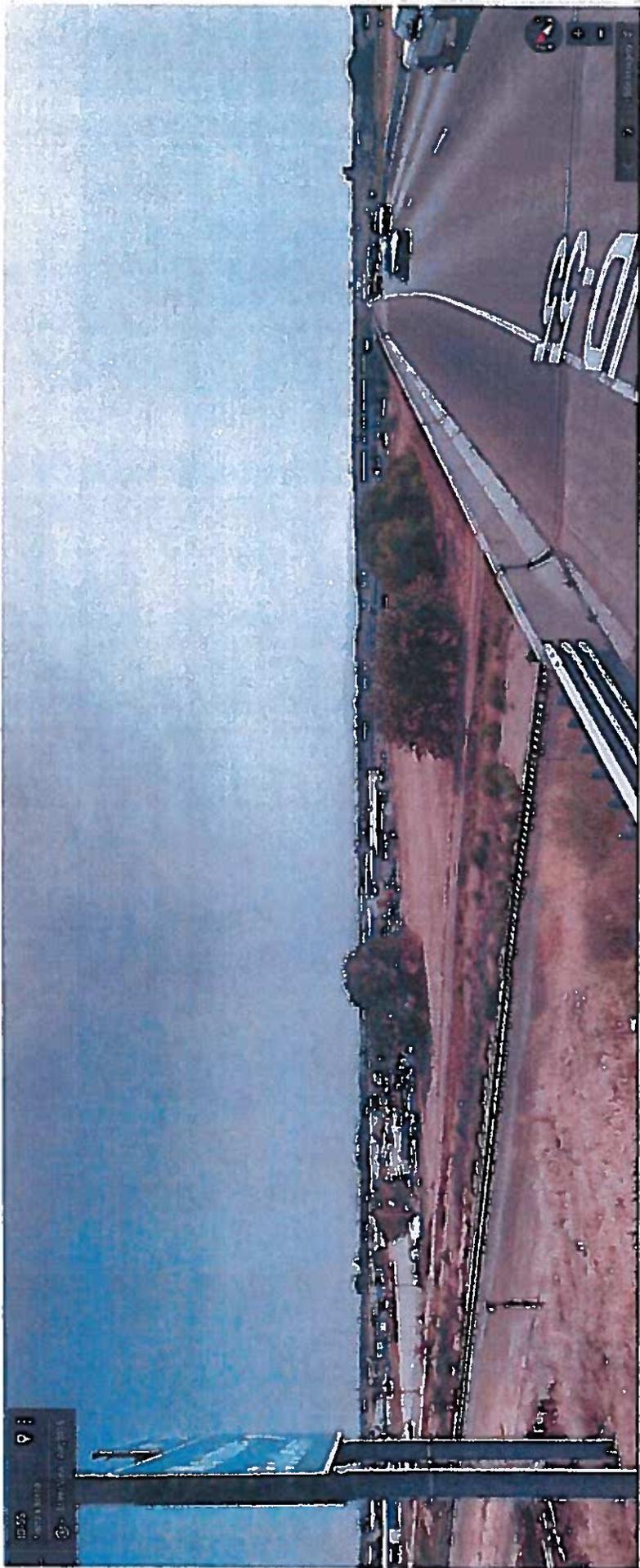
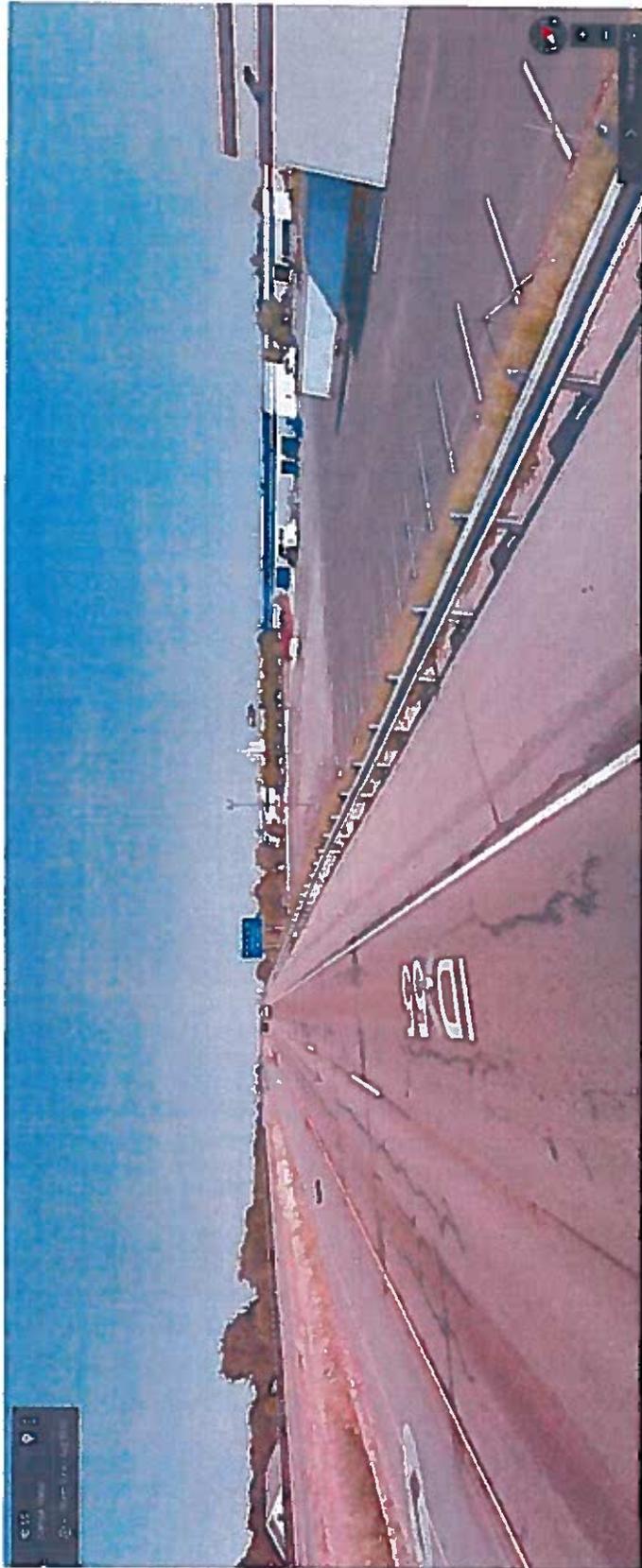


Photo by
3/15/2015 10:00 AM



17





20

Memorandum

To: Planning and Zoning
Cc: Daniel Badger, P. E., Staff Engineer
Cc: Michael Fuss, P. E., Nampa City Public Works Director
From: Jim Brooks – Engineering Division
Date: May 24, 2016
Re: Variance-Sign Height
Address: 1815 Madison Avenue
Applicant: YESCO Outdoor Media – Mike Helm
Applicant Address: 1605 Gramercy Rd., Salt Lake City, UT 84104
Property Address: 1815 Madison Avenue
VAR2196-16 for the June 6, 2016 City Council Meeting

The Engineering Division does not oppose granting of this variance.

Shellie Lopez

From: Neil Jones
Sent: Thursday, May 05, 2016 7:57 AM
To: Shellie Lopez
Subject: RE: Sign Height Variance/Mike Helm VAR 2196-16

The Building Department will require a Structural Engineer for the design of the footings, pole and the sign and will need an Architectural site plan showing all Easements and Setbacks on the property on which the sign will located.

Neil Jones

From: Shellie Lopez
Sent: Tuesday, May 03, 2016 8:35 AM
To: Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Carl Miller <CMiller@compassidaho.org>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Eric Skoglund <skoglundl@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooksj@cityofnampa.us>; 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: Sign Height Variance/Mike Helm VAR 2196-16

Good Morning! ☺

VAR 2196-16

Mike Helm, representing YESCO Outdoor Media has requested a variance to the Nampa City Code 10-23-20(B) that limits a Freestanding pole sign to a maximum overall height of 40'. The sign is currently located at 1905 Madison Avenue and would be relocated to 1815 Madison Avenue.

The Variance is scheduled as a public hearing item on the City Council agenda of June 06, 2016.

Please find attached the VAR 2196-16 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) prior to May 25, 2016.



Shellie A. Lopez, Administrative Assistant II
O: 208.468.8847, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
[Planning and Zoning - Like us on Facebook](#)

NAMPA Proud

22

Sylvia Mackrill

From: Kent Lovelace
Sent: Tuesday, May 17, 2016 10:44 AM
To: Sylvia Mackrill
Subject: var2196-2016

No violations seen at this time

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

23

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, June 14, 2016 9:06 AM
To: Norm Holm
Subject: VAR2196-16

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Variance to allow an 80' tall free standing sign to allow for visibility of the sign from I-84 to be relocated at 1815 Madison Ave from the current location at 1905 Madison Ave as it is not within the Highway District's jurisdiction.

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

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation



4/6/16
ROBERT

APPLICATION FOR VARIANCE

City of Nampa, Idaho

8/23
24

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

Name of Applicant/Representative: YESCO Outdoor Media - Mike Helm Phone: 801.464.6400
Address: 1605 S. Gramercy Rd. City: Salt Lake State: UT Zip Code: 84104
Applicant's interest in property: (circle one) Own Rent Other YESCO leases space on the property for a billboard
Owner Name: Hoff Companies, Inc. Phone: 208.884.2002
Address: 1840 N. Lakes Avenue City: Meridian State: ID Zip Code: 83646

Address of subject property: 1815 Madison Avenue, Nampa, ID 83687

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

Subject Property Information

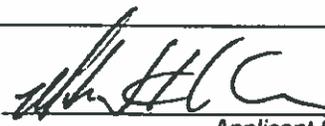
(Please provide one form of the following REQUIRED DOCUMENTATION to complete the legal annexation):

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

Project Description

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

Dated this 28 day of April, 20 16


Applicant Signature

NOTICE TO APPLICANT

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

A variance shall not be considered a right or a privilege, but will only be granted upon showing the following undue hardship:

1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and
2. The variance is not in conflict with the public interest.

Variances are not intended to allow something that others do not have a permitted right to do.

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

For Office Use Only:

File Number: VAR2196 - 2016

Project Name: Yesco Outdoor Media Sign Relocation + Rebuild



PLANNING & ZONING DEPARTMENT

Before the Mayor & City Council
Meeting of 20 JUNE 2016

PUBLIC HEARING ITEM NO. 5 STAFF REPORT

Applicant(s)/Engineer(s), Representative(s):

Zane Powell as Applicant representative

File(s): ANN 2197-16

Analyst: Robert Hobbs

Requested Action Approval(s)/Recommendation(s) & Project Area/Location:

1. Annexation and Zoning Assignment of an IH (Heavy Industrial) Zone (Decision Required – Decision):

Of and upon certain land addressed as 0, 9364, 9326, and 0 Cherry Lane (an approximate 39.152 acre portion of Section 04, T3N, R2W, SE ¼, Tax 3, Tax 3-A, Tax 15197, and Tax 95440 in the SW ¼ of the SE ¼ of Section 04, T3N, R2W, BM, Canyon County, Idaho) – hereinafter the "Property"...

To facilitate development of a headquarters [office] and warehousing operation for fuel, diesel, and oil distribution...

History:

The Nampa City Planning and Zoning Commission, during their regularly scheduled public hearing of May 24, 2016, voted to recommend to the City's Council that they approve the above referenced request. The Commission made their [positive] recommendation contingent upon Applicant/Development compliance with the following condition(s):

Generally:

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

Specifically:

2. That the Developer [shall] enter into a Development Agreement with the City of Nampa. The Agreement shall contain such conditions [including City Engineering Division requirements], terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Developer and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Developer's request for the Property to be zoned IH. Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this composite application submittal as accepted, or accepted with required changes, by the City's Council....

ANNEXATION/[RE]ZONING CONCLUSIONS OF LAW

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

ANNEXATION/[RE]ZONING FINDINGS OF FACT

Pertaining To The 39.152 Acres Of Land Requested To Be Annexed and Zoned IH, Staff Notes That It May Be Found:

1. **Surrounding City Zoning:**

That City Ag (Agricultural) zoned land adjoins the Property to the south, that City IH (Heavy Industrial) zoned land adjoins said Ag zoned land to its south, that County land zoned RR (Rural Residential) adjoins the Property to its west, north, County land zoned Industrial (Heavy?) lies to its east, and, that a section of IL (Light Industrial) zoned land lies kitty corner to the southwest of the Property across Cherry and Ten Lanes (see attached Vicinity Map); and,

2. **Surrounding Land Uses:**

That open land abuts the Property to the north, east and south, a mobile home park lies kitty corner to the southeast across Cherry and Ten Lanes, and rural residences lie to the west of the Property. South of the open land on the southern side of the Property is Amalgamated Sugar; and,

3. **Reasonable:**

That it may be variously argued that annexation of the Property is reasonable given that the Property is already located within the City of Nampa Impact Area in an area expanding with or expected to contain industrial uses; that an annexation pathway exists providing a chain of connectivity between land already in the City's limits and the Property so that a "shoe string" connection is not forced/caused by virtue of this application; that City utility and/or emergency services are, or may be made, available to the Property; that the Property is a large section of relatively flat open ground located in such a way as to be readily developed into an industrial use, the Property adjoins right-of-way classified, at the very least, as a "collector" and, that across the railroad tracks to the east the County has designated that abutting land for future industrial development; and,

4. Public Interest:

That Nampa has determined that it is in the public interest to, "Preserve the existing industrial areas for industrial use, develop additional industrial areas where appropriate, and provide for the physical rehabilitation and economic revitalization of industrial areas through public and private efforts." (Nampa Comprehensive Plan 2035, Chapter 5: Land Use, p.127). Such a goal contemplates [as strategy and objective] the need to "encourage industrial infill development where possible". Further, the City's Planning and Zoning Commission have recommended annexation and zoning as requested by the Applicant, and,

5. Promotion of Zoning Purpose(s):

That one of the multiple purposes of zoning strives to ensure orderly, systematic property development at the micro level and orderly patterns of development at the more macro level which promote public health, safety and welfare. Included in the regulations therefore governing subdivision development are standards appertaining to housing density, building setbacks, building heights, provision of parking for housing, yard landscaping maintenance, street dimensions and composition standards, street lighting regulations, etc. We find that the Project proposed during a Conceptual Plan Review meeting held with City department representatives an orderly/reasoned, but unique, concept development plan – some details of the same to be expectedly presented hereafter during the Applicant's presentation to the Commission; and,

6. Comprehensive Plan:

That the currently adopted (Feb. 2012) Comprehensive Plan Future Land Use Map designates the Property as being within, and suitable for both "Light" and "Heavy" Industrial development (one side of the Property is in the light area, the other in the heavy setting).

According to the City's Comprehensive Plan, the "Light and heavy designation [sic] would address a variety of uses including existing industrial and manufacturing operations, as well as "lighter" industry, storefront, warehousing, wholesaling, research and development activities..... Industrial land uses includes light and heavy designations that address a variety of uses including existing industrial, warehousing, general manufacturing, railroad, and industrial business park and a wide range of manufacturing and related establishments, research, supplies and sales."

Staff's view is that the proposed use, in general nature, best conforms to the precepts associated with heavy industrial zoning. Since 2004, the Comprehensive Plan's Future Land Use Map has been deemed capable of having its "settings" stretched to overlap adjoining properties without the need to formally amend the Comprehensive Plan. This provides warranted flexibility to property development especially where setting boundaries do not agree with property line locations or ownership patterns. Accordingly, the proposed annexation and project development associated therewith are construed as being agreeable to the City's master plan as the "Heavy Industrial" setting may be stretched over the half of the Property that lies currently within the "Light Industrial" setting (or vice versa) without creating a need to amend the plan's map.... Accordingly, the Property is deemed suitable for either light or heavy industrial development.

7. Further, that:

- a. The Property is currently within Canyon County's jurisdiction; and,
- b. Agency/City department comments have been received regarding this matter. Such correspondence as received from agencies/departments or the citizenry regarding this application package [received by noon May 18, 2016] is hereafter attached to this report.
 1. City Engineering has no objection(s) concerning the annexation/zoning application, and has provided recommended requirements in the event that Property is annexed/zoned and the proposed Project entitled for development; and,
 2. City services may be made available to the Property by bringing in sewer (dry-line) and a dry line pressure irrigation extension; the domestic water to service the site is in Cherry Lane already...emergency services are available; and,
 3. The Property adjoins railroad tracks, an important part of the proposed business plan/infrastructure need for the intended use. The Property is located in an open, agricultural/rural residential like area; thus, some question of compatibility of the proposed use vs. existing neighboring properties' uses is likely, and understandably, an issue that will likely arise with this application.

RECOMMENDED CONDITION(S) OF APPROVAL

Should the Council vote to approve the requested Annexation and related proposed Zoning Assignment application(s), then Staff would suggest that the Council impose the following Condition(s) of Approval against the Development/Applicant as part of the Annexation/Zoning Assignment's conditions set:

Generally:

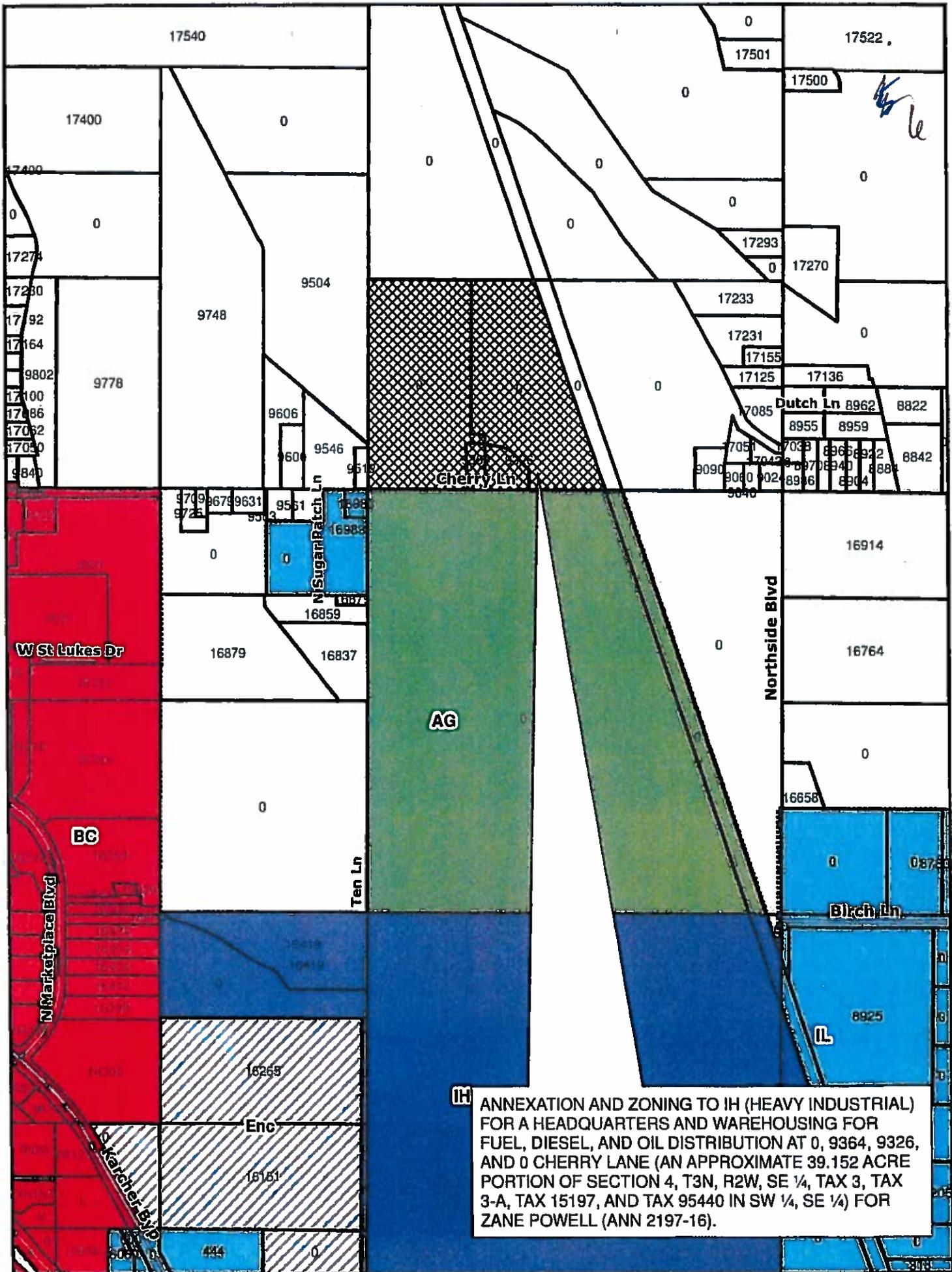
1. Developer(s) shall comply with all applicable requirements [including obtaining proper permits – like a Building Permit, etc.] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments/Divisions)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

Specifically:

2. That the Developer [shall] enter into a Development Agreement with the City of Nampa. The Agreement shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Developer and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Developer's request for the Property to be zoned IH. Inclusively, the Agreement shall contain any/the concept development plans proposed by virtue of this composite application submittal as accepted, or accepted with required changes, by the City's Council....

ATTACHMENTS

- Copy of Vicinity Map (page/Exhibit 6)
- Copy of Annexation Application (page/Exhibit 7)
- Copy of Comprehensive Plan Future Land Use Map of Property and surrounds (page/Exhibit 8)
- Copy of topographic survey of Property (page/Exhibit 9)
- Copy(ies) of any City department, outside City agency and/or citizen correspondence (pages/Exhibits 10--13)
- Copies of Google Maps overhead view images of the Property and its surrounds (pages/Exhibits 14-15)
- Copy of May 24, 2016 Commission hearing minutes (pages/Exhibits 16-18)
- Copies of any citizen correspondence (pages/Exhibits 19+)



IH ANNEXATION AND ZONING TO IH (HEAVY INDUSTRIAL) FOR A HEADQUARTERS AND WAREHOUSING FOR FUEL, DIESEL, AND OIL DISTRIBUTION AT 0, 9364, 9326, AND 0 CHERRY LANE (AN APPROXIMATE 39.152 ACRE PORTION OF SECTION 4, T3N, R2W, SE ¼, TAX 3, TAX 3-A, TAX 15197, AND TAX 95440 IN SW ¼, SE ¼) FOR ZANE POWELL (ANN 2197-16).



5/24/16
Robert

APPLICATION FOR ANNEXATION/ZONING City of Nampa, Idaho

Handwritten mark

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$452.00 (for 1 acre or less), and \$910.00 (for more than 1 acre).

Applicant Information

Name of Applicant/Representative: Zane Powell Phone: (208) 419-5886
Address: 2251 North Holmes Ave City: Idaho Falls State: Idaho Zip Code: 83401
Applicant's interest in property: (circle one) Own Rent Other Employee, Construction Manager
Owner Name: Hansen & Hansen, LLP Phone: (208) 419-5886
Address: 2251 North Holmes Ave. City: Idaho Falls State: Idaho Zip Code: 83401

Address of subject property: Approx: 9326 Cherry Lane, Nampa, Idaho 83687

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

Subject Property Information

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

Original Legal description of property AND a legible WORD formatted document. (Must have for final recording)
Old or illegible title documents will need to be retyped in a WORD formatted document

Subdivision _____ Lot _____ Block _____ Book _____ Page _____

Project Description

State the zoning desired for the subject property: IH Heavy Industrial

State (or attach a letter stating) the reason for the proposed annexation and any proposed plans for the use of the subject property:

Annex into the City of Nampa and zone to Heavy Industrial this approximate 40 +/- acre parcel. Parcel will be developed into our Boise Valley headquarters and warehousing facility for our fuel, diesel, and oil distribution business.

Dated this 27 day of April, 2016

Zane Powell
Applicant Signature

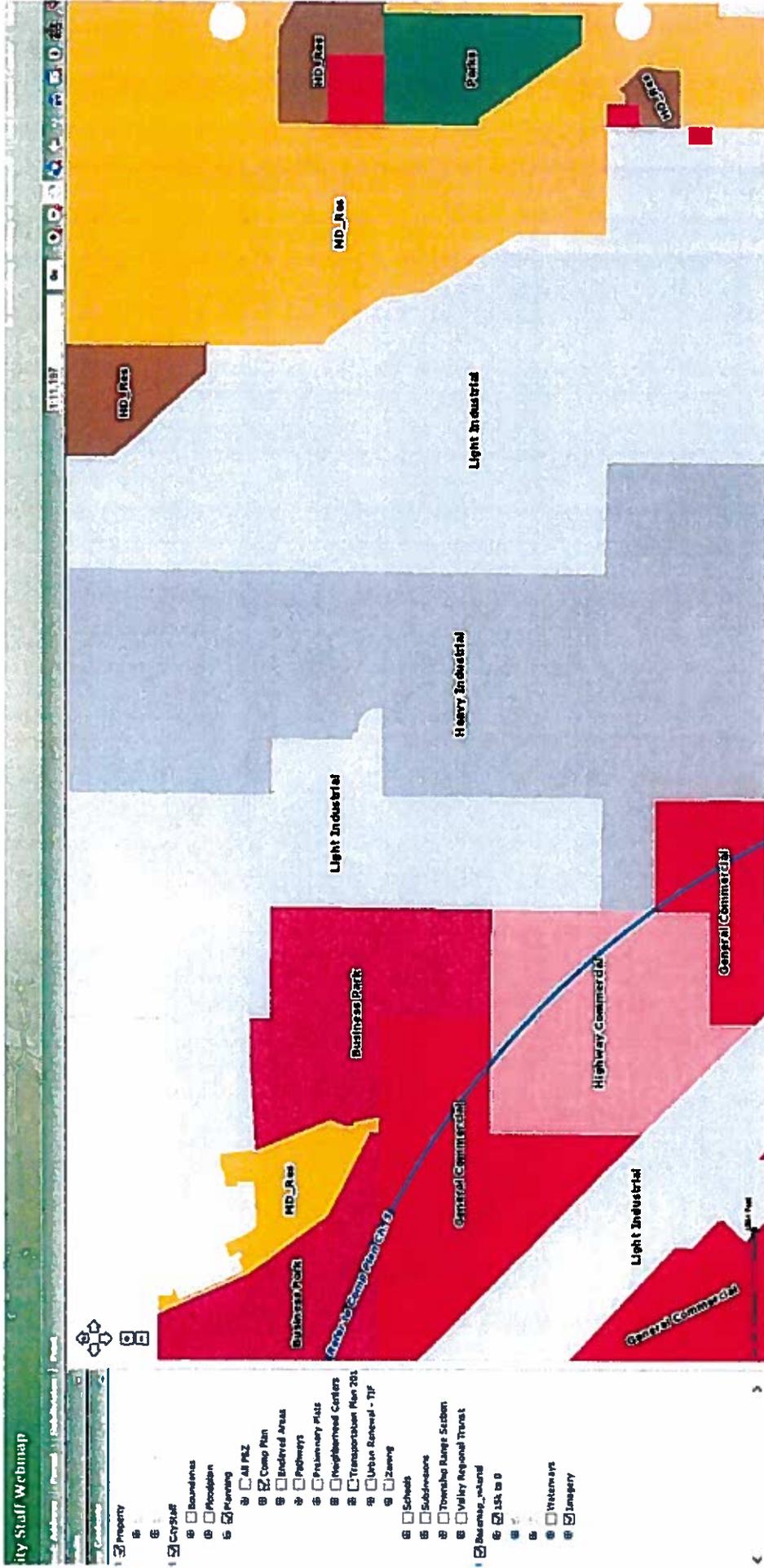
NOTICE TO APPLICANT

This application will be referred to the Nampa Planning Commission for a recommendation on the requested zoning. The Planning Commission shall hold a public hearing and will then make its recommendation to the City Council. The City Council will then hold a second public hearing. Notice of the public hearings must be published in the Idaho Press-Tribune 15 days prior to said hearings. Notice shall also be posted on the premises of the subject property not less than 1 week prior to the hearings. Notices will also be mailed to property owners or purchasers of record within 300 feet of the subject property. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:

File Number: ANN _____ - 20____ Project Name: _____

~~2197-16~~ ?
2197-16



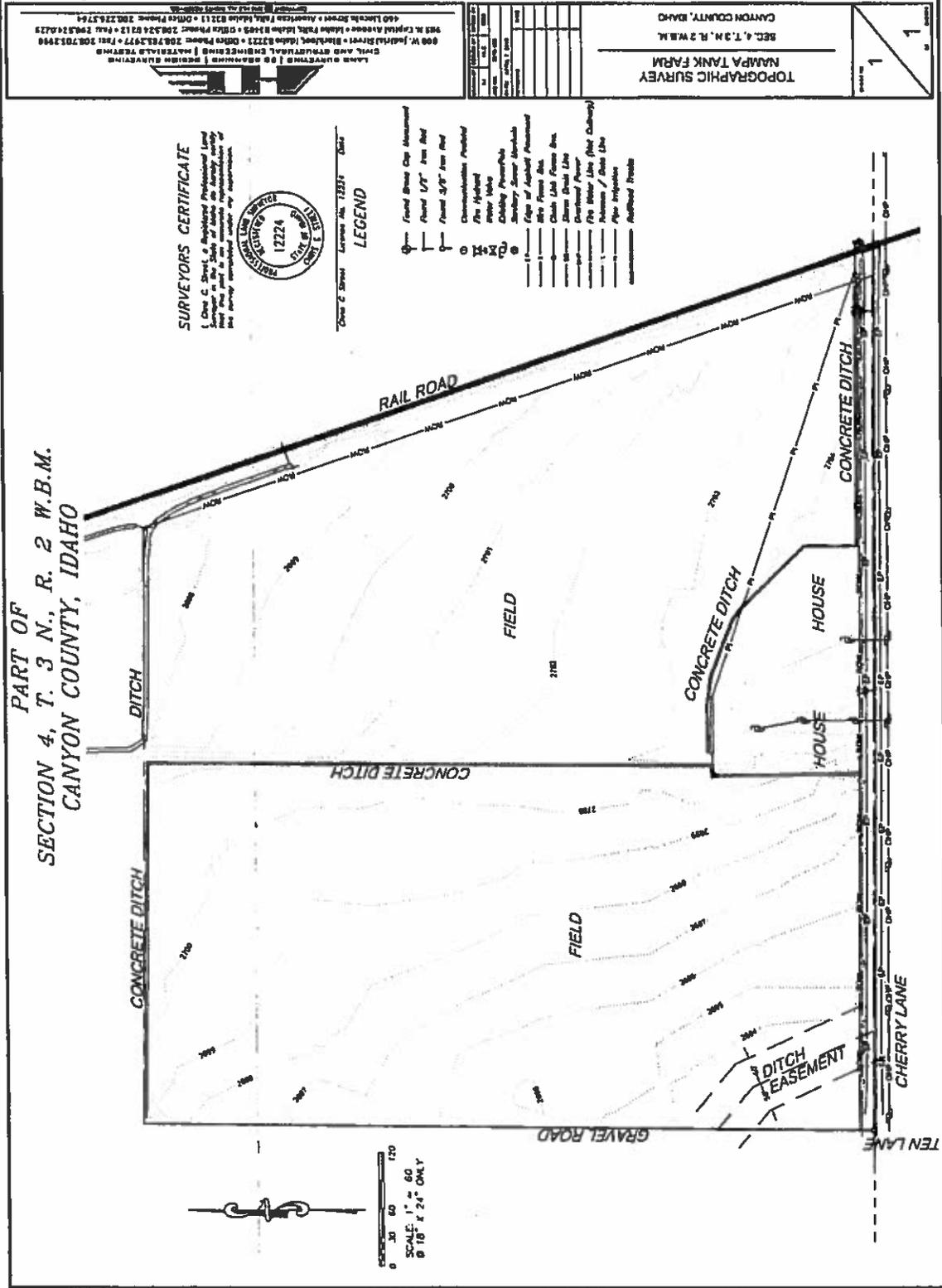
8

City Staff Webmap



- Property
- CITYSTAFF
- Boundaries
- Floodplain
- Planning
- All PLZ
- Camp Plan
- Endored Area
- Pedways
- Preliminary Plan
- Neighborhood Centers
- Transportation Plan 2011
- Urban Renewal - TIF
- Zoning
- Schools
- Subdivisions
- Township Range Section
- Valley Regional Transit
- Boundaries_color
- 15% to 0
- Imagery
- Veterans
- Imagery

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Shellie Lopez

From: Neil Jones
Sent: Thursday, May 05, 2016 8:03 AM
To: Shellie Lopez
Subject: RE: Annexation for 40+ acre parcel off Cherry Lane/Zane Powell ANN 2197-16

Building Department has no conditions on the Annexation of this property, but will require permits for any work being done on the property.

Neil Jones

From: Shellie Lopez
Sent: Tuesday, May 03, 2016 4:01 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 <brooksj@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: Annexation for 40+ acre parcel off Cherry Lane/Zane Powell ANN 2197-16

Good Afternoon!

ANN 2197-16:

Zane Powell on behalf of Hansen & Hansen, LLC has requested Annexation to IH (Heavy Industrial District) zone, for the property located at 9326 Cherry Lane, R30851, R30850, R30851010, a 40+ acre parcel all of SW1/4SE1/4 and SE1/4SE1/4 of Section 4, T3N, R2W, B.M.

Hansen & Hansen, LLC is requesting the Annexation & Heavy Industrial zone for the 40+ acre parcel. The parcel will be developed into their Boise Valley Headquarters and warehousing facility for their fuel, diesel, and oil distribution business.

The Annexation application will go before the Planning & Zoning Commission as a public hearing item on the May 24, 2016 agenda.

Please find attached the ANN 2197-16 file for your review and send all comments to my attention or to Sylvia Mackrill (mackrill@cityofnampa.us) no later than May 11th.

Thank you & have a great day!

Memorandum

To: Planning and Zoning
Cc: Daniel Badger, P.E., Staff Engineer
Cc: Michael Fuss, P.E., Nampa City Public Works Director
From: Jim Brooks – Engineering Division
Date: May 10, 2016
Rev:
Applicant: Zane Powell on behalf of Hansen & Hansen, LLP
Applicant Address: 2251 North Holmes Ave., Idaho Falls, Idaho 83401
Parcel Address: 9326 Cherry Lane
Re: Annexation and Zoning – for Hansen & Hansen, LLP
ANN2197-16 for the May 24, 2016 Planning and Zoning Meeting

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

The Engineering Division has no concerns with granting this request with the following conditions:

General:

- That a development agreement is entered into with the City that will stipulate compliance with all Adopted City development standards.
- That all necessary and required public utilities are extended at owner's expense, including but not limited to the public sewer and pressure irrigation mains to and through the project in accordance with current city policy shall be required.
 - Sewer: Dry-line sewer main required along site frontage. City will assist the design engineer to establish the grades for the dry-line sewer.
 - Pressure Irrigation: 12" dry-line pressure irrigation main required along entire site frontage. Alignment and location to be in accord with City Master plan.
 - Easements shall be provided for all on-site utilities in accordance with the requirements of the utility purveyor.
- Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by:
 - Domestic Well - Idaho Department of Water Resources (unless to be utilized as an irrigation supply for the required landscaping).
 - Septic Systems – Southwest District Health Department
 - Copies of all related documents certifying that the well and septic system have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.

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- Continued use of a septic system, due to City sewer not being available at this time, is required to be permitted through the Southwest District. Health Department.
- That access to any irrigation district laterals or facilities is maintained in accordance with the irrigation district's policies. The developer may be required to enter into a license agreement with the district regarding access and improvements to their facilities. Plans for any proposed improvements are required to be approved by both the irrigation district and the City of Nampa.
- As necessary granting of any access or facility easements for and to the City of Nampa and any other utility company or jurisdictional entity as necessary for the operation and maintenance of any utility existing, proposed, or relocated with the development of this site.

Access and Right-of-Way

- Access shall be in accord with the current adopted Access Management Policy.
- Cherry Lane is classified as an arterial per the 2035 functional classification study.
- Right-of-way dedication required. Width shall be a minimum of 50' from centerline of Cherry lane for a half of a future 100' right of way.
- Full frontage improvements are required and will include, but not be limited to-
 - Curb, gutter, and sidewalk
 - Pavement widening
 - Engineering will support deferral of the above required improvements
 - Landscaping as required
 - Stormdrainage

Deferral for the construction of the required frontage improvements is required to be made in writing to the City Engineer for consideration.

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Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, June 14, 2016 8:14 AM
To: Norm Holm
Subject: ANN 2197-16

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Annexation and Zoning to IH for a headquarters and warehousing for fuel, diesel, and oil distribution at 0, 9364, 9326 and 0 Cherry Ln for Zane Powell as the City will be required by State Code to annex the Cherry Lane frontage of the subject property due to City Limits being on the south side of Cherry Lane, opposite the subject property.

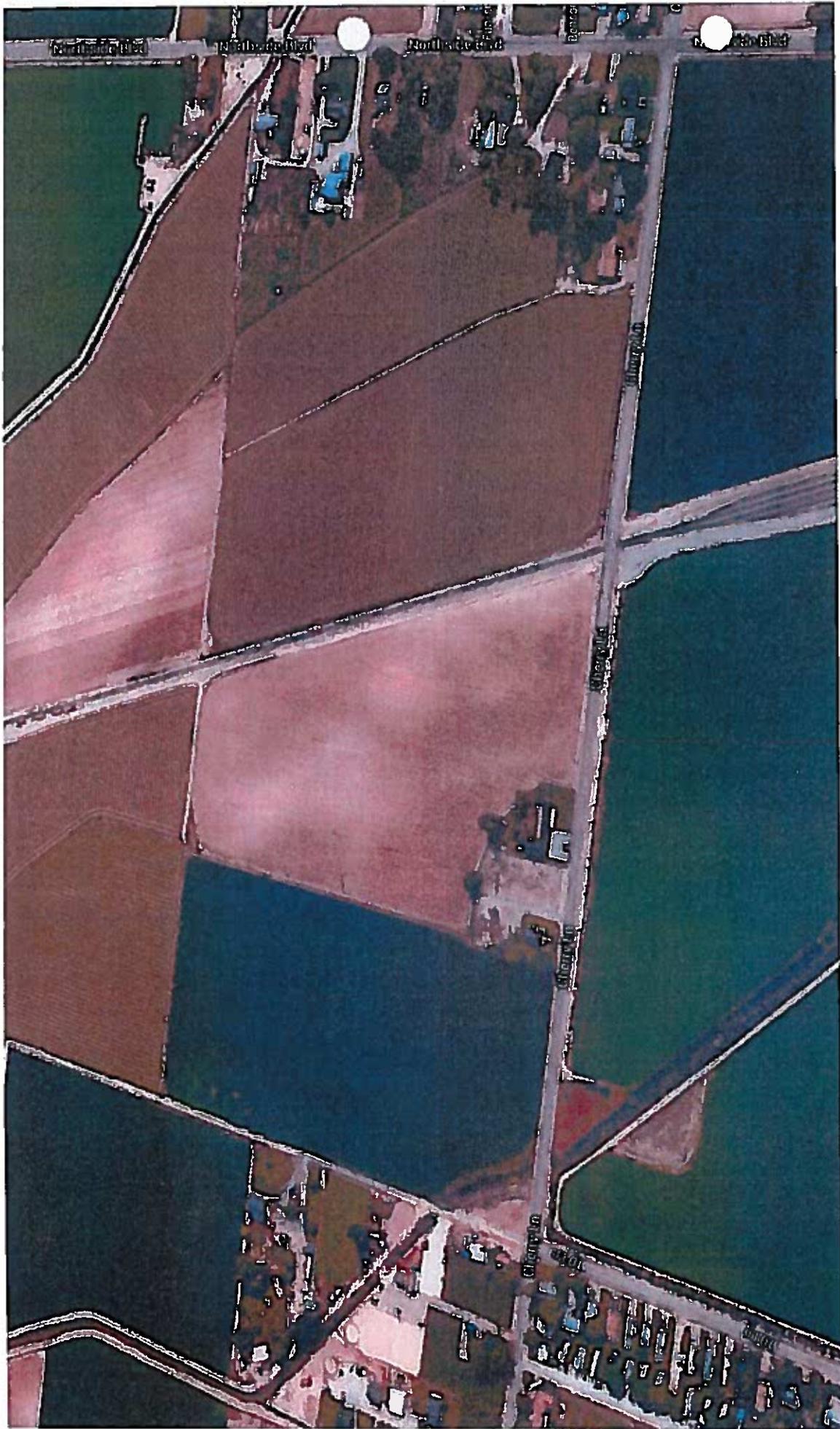
If you have any questions or comments feel free to contact us.

Thank you,

Eddy

Eddy Thiel
ROW
eddy@nampahighway1.com
4507 Highway 45. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation



XOK

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Google



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- All of the access points would be retained, added Mr McDougald, and noted there was a signalized intersection at Iowa Ave and 12th Ave Rd that will remain.
- All of the access points function at an acceptable level, per Nampa City Code, advised Mr McDougald. A restricted right-in, right-out was proposed for the second entrance along 12th Ave Rd, and ITD was the entity that wanted to see the right-in and right-out only.
- In response to a question from Kehoe, Mr McDougald reported the new neighborhood hospital would have a 24 hour emergency room.

Planning Director Holm:

- Holm advised that under the Comprehensive Plan the subject property was designated as Public Land Use on the Comprehensive Plan, due to the current use of the hospital on the property.
- Conditional Use Permit approval is a requirement for a hospital in the RP zone, added Holm.
- Holm reported no communications or comments had been received from any surrounding property owners or businesses.
- Holm noted there had been comments regarding it would be beneficial if there were some medical facilities remaining there.
- At the present time, continued Holm, it was unknown how the existing hospital on the property would transition to other uses.
- The proposed hospital would be located in the current front parking area off of 12th Ave Rd and the existing facility also had parking on the east side. Holm stated it was unclear at this time how the overall parking picture for the existing uses would be effected, due to the use of the existing parking area for the new hospital.
- Holm noted it would make sense to continue the hospital function on the subject property.
- Other than the Engineering Division requirements, stated Holm, there were no additional conditions of approval.
- Rodriguez noted the comments regarding the water main extension from the Engineering Division.... "to provide better circulation through the site" and inquired if that would be an issue.
- Badger advised the Fire Department water flow demands are per building and would not be cumulative over a site or over the City. Badger noted the proposed building would probably be fire-sprinkled and would, therefore have adequate fire flow.

Chairman McGrath proceeded to public testimony.

Joseph Kane, Director of Facilities for St Alphonsus Hospital, 1115 12th Ave Rd, Nampa – in favor of the application but had no further comments.

Myers motioned and Sellman seconded to close public hearing. Motion carried.

- Myers considered the Neighborhood Hospital would be a great benefit to the south side of Nampa.

Myers motioned and Kehoe seconded to approve the Conditional Use Permit for the Neighborhood Hospital with Ambulance Service, in an RP zoning district at 1512 12th Ave Rd for Saint Alphonsus Health System, Inc, subject to:

1. Traffic Impact Study is required
 - Scoping meeting has been held with ITD and Clair Bowman.
2. Water main extension from existing on-site system to connect to main in 12th Ave Rd is required to alleviate an existing dead end line, and to provide better circulation through site.
 - a) Easement required over water main.
3. The Conditional Use Permit is issued for the life of the building as a Neighborhood Hospital.

Annexation and Zoning to IH (Heavy Industrial) for a Headquarters and Warehousing for fuel, diesel and oil distribution at 0, 9364, 9326, and 0 Cherry Lane. (An approximate 39.152 acre portion of Section 4 T3N R2W SE ¼, Tax 3, Tax 3-A, Tax 15197, and Tax 95440 in SW ¼ SE ¼) for Zane Powell (ANN 2197-16).

Chairman McGrath proceeded to public hearing.

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Zane Powell of 2251 N Holmes Ave, Idaho Falls – representing Conrad & Bishoff/Hansen & Hansen, LLP – the applicants:

- Mr Powell stated the applicants had owned the subject properties for some time.
- Currently, added Mr Powell, the fuel business was operated from a warehouse and office facility off of Franklin Rd, and the business has outgrown that facility.
- According to Mr Powell, Conrad & Bishoff own the KJ's Garrity 66 fuel station on Garrity Blvd, and a couple of other KJ's gas stations in the Boise valley, and were now looking to expand.
- The property, added Mr Powell, was in the Nampa Comprehensive Plan as Industrial, and located adjacent to the Railroad facility.
- Mr Powell reiterated the applicants were requesting annexation in order to move forward with the expansion of their business.
- Chairman McGrath inquired what type of materials would be stored on site.
- Mr Powell responded and advised they would be storing gasoline, diesel, and added some product would be brought in via rail and the warehouse facility would have lubricants, oils, diesel exhaust fluid, antifreeze, windshield washer fluid, etc that come in drums and supplied to the convenience stores.
- In response to a question from Rodriguez, Mr Powell stated they were requesting the IH zoning due to the fact there would be fluid/liquid items coming in on the rail line. Mr Powell added the Comprehensive Plan designated the eastern parcel as Heavy Industrial and the west parcel was shown as Light Industrial, therefore, it made sense to request the IH zoning for all the parcels involved in the annexation.
- Myers inquired if there would be any refining or processing on the subject property and Mr Powell confirmed there would be no refining or processing at all.
- Myers inquired how large the tanks would be and Mr Powell stated they had not decided on the size of the tanks yet. Mr Powell added there would be a mix of 5 to 8, 20,000 gallon tanks and larger. Some of the diesel tanks located in their Idaho Falls facility are 750,000 gallons, which are dug into a pit and placed part way in the ground so would not be as big as the tanks down the road at Amalgamated Sugar.
- Mr Powell added the tanks would be approximately half the height of the sugar tanks, and a million gallon tank was approximately 73 ft in diameter and the sugar tanks are 120 ft to 140 ft in diameter.
- Rodriguez inquired if there had been any safety violations in the last 20 years with the Conrad & Bishoff Company. Mr Powell stated he was not aware of any violations in that time period, and there had been no infractions with the railroad or their facility out of Idaho Falls.
- According to Mr Powell, the railroad company was very excited and very positive about bringing rail service to the subject property to supply fuel because they had been such a good customer of the railroad.
- Mr Powell reported the Conrad & Bishoff Company had been in the Boise valley approximately 15 years, and have been at the warehouse location on Franklin Rd approximately 10 years.

Planning Director Holm:

- Holm advised the applicants were requesting annexation, and the Comprehensive Plan shows a split designation of Heavy Industrial for the east parcel and Light Industrial for the west parcel.
- Holm indicated the Comprehensive Plan map and noted the subject properties were in the center of a wider industrially designated area.
- Holm considered it would be appropriate to assign Heavy Industrial zoning to the subject properties, as an extension of the Comprehensive Plan designation.
- The proposed use, added Holm, would be a permitted use under the Heavy Industrial zoning designation and would not require Conditional Use Permit approval.
- A Building Permit would be required, stated Holm, for construction of the proposed facilities on site.
- The recommendation, advised Holm, would be for the applicant to enter into a Development Agreement as part of their annexation, in order to address any conditions or issues.
- Chairman McGrath inquired how close the proposed fuel facility would be to the new St Luke's hospital to the east, on the east side of N Midland Blvd, south of Cherry Ln.
- Holm indicated the hospital on the aerial view, on St Luke's Dr on the east side of N Midland Blvd.
- Chairman McGrath inquired if that would be an appropriate distance for the proposed amount of fuel storage.
- Discussion followed regarding the Fire Department requirements for the proposed facility and Holm considered the Fire Department would be deeply involved in the permitting process.
- Kehoe noted there were homes within a short distance of the subject properties.

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Chairman McGrath proceeded to public testimony.

Mr Powell:

- Prior to purchasing the property, reported Mr Powell, they had met with Staff and the comment came back from the Fire Department advising they did not have the water pressure numbers available for Cherry Ln at that time and they assumed the water pressure was adequate, but if not, then the Fire Department would require a dry line fire suppression system to be installed.
- Since that time, stated Mr Powell, it had been determined water pressure was available.
- Additionally, all of the fuel tanks would have a fire suppression foam system that would cover the inside of the tank from the roof down if any fire or flash was detected, and would also coat the inside of the tank walls.
- There was also fire suppression on top of the tank systems, added Mr Powell.
- In response to a question from Rodriguez, Mr Powell stated the fuel storage facility/tanks were monitored 24 hours per day.
- Mr Powell discussed the check list that would be followed for each rail delivery of fuel and explained the containment system for the tanks making sure that no fuel would get into the soil or the storm water.
- According to Mr Powell, the fuel facility had no additional requirements regarding proximity to the hospital.

Rodriguez motioned and Sellman seconded to close public hearing. Motion carried.

Rodriguez motioned and Sellman seconded to recommend to City Council Annexation and Zoning to IH for headquarters and warehousing for fuel, diesel, and oil distribution at 0, 9364, 9326, and 0 Cherry Lane – approximately 39.152 acres, for Zane Powell, representing Conrad & Bishoff, subject to:

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

Motion carried.

Meeting adjourned at 7:55 p.m.

Norman L Holm, Planning Director



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