

City of Nampa
Regular Council Meeting
July 18, 2016

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

Call to Order and Pledge to Flag

Invocation – Pastor Scott Shaw – Intermountain District Church of the Nazarene

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; Airport Commission Meeting of June 13, 2016; Nampa Bicycle and Pedestrian Advisory Committee; Board of Appraisers Minutes; Planning & Zoning Commission Meeting; 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) Sonata Pointe Subdivision No. 1 for Challenger Development
- 5) Authorize Public Hearings
 - a) Comprehensive Plan Future Land Use Map Amendment Located at 347 W Orchard Avenue for Dean & Daren Anderson
 - b) Modification of Annexation/Zoning Development Agreement for Lots 11-14, Block 2 Fern Subdivision for Glen Rimbey
 - c) Comprehensive Plan Future Land Use Map Amendment Located at 1660 11th Avenue N for The Land Group
- 6) Authorize to Proceed With Bidding Process
 - a) NONE
- 7) Monthly Cash Reports
- 8) Resolutions – Disposal of Property With Value Under \$1000.00
 - a) Two Mowers for the Parks Department
- 9) Authorize purchase from Public Works Water Division’s approved 2016 Fiscal Year Budget of, (1) Additional Meter Transmission Units from Aclara Technologies, LLC, and (2) Additional Meters from Hydro Specialties Company
- 10) Licenses for 2016-2017 (*All Licenses Subject to Police Approval*): Kool Ridez LLC (taxi service); Maverick (off-premise beer & wine) 555 Northside Boulevard
- 11) Approval of Agenda

Communications

Staff Communications

Update on Ford Idaho Center Parking Project – Patrick Sullivan
Invest Health Grant – Karla Nelson
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 AT STAFF’S REQUEST DUE TO LACK OF DOCUMENTATION**)

- 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
- 3) **Third Reading** of Ordinance Amending City Code Sections 3-7-1, 3-7-4, and Section 3-7-5 Pertaining to Development Impact Fees
- 4) Approve the Summary of Publication for the Preceding Ordinance
- 5) Second Reading of Ordinance Annexing and Zoning to RML for a Fourplex Development at 1910 Sunny Ridge Road for Gavin King
- 6) Second Reading of Ordinance Annexing 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
- 7) First Reading of Ordinance Vacating 7 Feet of the 12 Feet Easement on the East Side of 6866 E Roxi Cove Court for Caron Dennet, Representing Kevin Lloyd

New Business

- 1) Authorize Mayor to Sign Resolution for the FY2017 Budget
- 2) Authorization for Police Department to Purchase Two New Vehicles Using Impact Fee Money
- 3) Request to Cancel Body Worn Camera Bid and Issue a New Refined RFP
- 4) Reconsideration of Moratorium on Billboards
- 5) First Reading of Ordinance Naming a Private Lane E. Feather Creek Lane
- 6) Council Approval of Proposed Irrigation Plan and Deferral for Required Frontage Improvements for Joplin View Subdivision
- 7) Authorize Mayor to Sign Contract With Pipeline Inspection Services, Inc for Construction of Zone B Pipe Repairs – CIPP Project
- 8) Authorize Mayor to Sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Mad River, LLC, and 2) Nampa Municipal Airport Land Lease Agreement with Robert Minter as it Relates to Lot 2016 at Nampa Municipal Airport
- 9) Authorize Mayor to Sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Mad River, LLC, and 2) Nampa Municipal Airport Land Lease Agreement with Charles Jones and Suzanne Paisley as it Relates to Lot 2012 at Nampa Municipal Airport
- 10) Authorize Mayor to Sign, (1) Agreement to Waive First Right of Refusal and Terminate Lease with Mad River, LLC, and 2) Nampa Municipal Airport Land Lease Agreement with Tim Rambo as it Relates to Lot 2010 at Nampa Municipal Airport
- 11) Authorize Mayor to Sign First Amendment to Nampa Municipal Airport Land Lease Agreement, and Memorandum of Leave for Recording with Two Millers Holdings, LLC as it Relates to Lot 2234 at Nampa Municipal Airport

Public Hearings

- 1) Nampa Area of City Impact Boundary Expansion
- 2) Vacation/Variance that Requires a Twenty Foot Front Yard Setback for/to a Structure from a Property's Front Property Line in Order to Allow an Existing Carport to Remain with a Five Foot Front Yard Setback at 1227 Eldoran Drive for Jennifer Trujillo

Adjourn

Next Meeting

◆ **Regular Council at 6:30 p.m. – Monday, August 1, 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.

NAMPA AIRPORT COMMISSION
JUNE 13, 2016

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

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

Proposed amendments to the agenda; None

MOVED by Clark, and seconded by Miller to approve the minutes for the Regular meeting of May 19, 2016.

MOTION CARRIED

Staff Report:

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

- Open Units; Wait List: Fuel Report.
- Airfield Conditions; RWY/TWY & Apron in good shape; RWY/TWY lighting systems operating normally; PAPI operating normally; AWOS operating normally, completed tri-annual inspection; the segmented circle erosion repair has been completed.
- Miscellaneous; Dr. David Beverly has been selected for the Airport Commission, he will be appointed by City Council on June 20; TNT Dynamite Grill's final day is June 30; Terminal building security camera upgrade is scheduled for the week of June 27th; East side hangar development –Mad River hangar is near completion, Bartlow has yet to break ground; Shuttercraft, the City Attorney is drafting a letter of default for non-aviation activity and unauthorized sublease; East 18 acre farm, has water issues, working with irrigation district and the local water master; Weed/rodent control is ongoing, there is a Chihuahua loose on the field, currently trying to trap it with the assistance of animal control; No unauthorized vehicles; NOTAMS, crane west of airfield.

The Commission inquired as to the delay on the Bartlow hangar. The Superintendent reported there has been an issue in the building department that Mr. Bartlow is working through.

Grant Report:

AIP-26 (Wildlife Hazard Assesment) – Tom Lemenager, J.U.B. Engineers, updated the Commission. The 12 monthly inspections have been completed. J.U.B. is now preparing the Wildlife 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 moving along. The next step is a real estate market analysis. Also, J.U.B. will evaluate the non RPZ land to determine if the land is salvageable. The Surveyor has ordered the title report and will then complete a boundary survey. J.U.B. is in the process of requesting authorization to enter the property from the owner. The Environmental team is currently writing the resource evaluation for the property. J.U.B. is coordinating with Terra Con to schedule a soil inspection on the property.

NAMPA AIRPORT COMMISSION
JUNE 13, 2016

As part of the planning project the FAA is requiring an Alternative Analysis. An alternative that has been identified by the City is to shift Kings Road to the west and then direct Airport Road traffic to 39th Street. Airport road would be a dead end on the west end.

The Commission discussed the alternate analysis that has been identified.

AIRPORT BUSINESS

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.

Proposal from Warhawk Air Museum to discuss leasing the lot east of the Museum for parking– Sue Paul and Rick Bugatsch presented the request to the Commission. The Museum has several events each year that attract a large number of guests. They have noticed that construction on the Airport has picked up and would like to secure land for parking as well as land for an addition building. They would like the area directly to the east of the museum as well as a lot 200 ft south of the existing parking to the east of the Museum.

Sue Paul presented the Commission with a letter of support from the Director of Economic Development for the City of Nampa.

The Warhawk indicated they would pay the full lease rate for the lots to the setback line on both lots.

The Commission discussed the proposal for both areas. The Commission indicated the south lot for the building could be held on reservation with the stipulation if another party becomes interested in that lot the Warhawk would either immediately lease the lot or relinquish the lot to the interested party.

The Commission discussed the lot for event parking. The Commission inquired about the security plan to keep general public off of the taxiways. Mr. Bugatsch indicated barriers would be set up and they work with Civil Air Patrol to manage parking and traffic flow.

Ms. Paul indicated they will be starting a capital campaign for the new building. A reservation for the lot would work with the campaign for the improvements. They would like to start leasing the north lot for parking as soon as possible.

Commissioner Howard MOVED and seconded by Clark;

The Airport Commission hereby instructs staff to prepare a lease for the North parcel for the next Commission meeting; and to prepare an indefinite reservation with a first right of refusal for the South parcel.

MOTION CARRIED

Proposal from John Forsberg to lease/operate the Café space in the terminal– John Forsberg, of Meridian Idaho, introduced himself to the Commission. Mr. Forsberg is a private pilot and owns two successful restaurants in Meridian.

NAMPA AIRPORT COMMISSION
JUNE 13, 2016

He is interested in operating the café at the Airport. However there are a few issues he sees. Those issues are; the current space requires an owner operator to work 24/7; the current configuration of the kitchen is not set up for seamless production; the seating area is quite small and would need an expansion to become viable.

Mr Forsberg indicated by remodeling the kitchen to create an effective production line and expanding the dining area, the café would be viable and he would be very interested in leasing the space.

The Commission discussed if a budget amendment could be requested to remodel the space. Also the Commission discussed the current Master Plan as it shows the terminal building being replaced in the next 10 years.

In the discussion of remodeling the space Mr. Forsberg indicated he would like to see the kitchen area enclosed and laid out for proper kitchen flow. The current patio could be enclosed and the seating area could then be expanded.

Councilman Haverfield stated, in 2011 when he was an Airport Commissioner; he drew a conceptual remodel quite similar to this. He will send these drawing to staff.

The Commission continued discussing the space. The space, as is, would be great for a small pastry shop or if a small nonprofit were to operate the café.

MOVED by Howard and seconded by Clark to **adjourn** the meeting.
MOTION CARRIED

Chairman Mark Miller adjourned the meeting at 6:10 PM

Passed this 11th day of July, 2016



COMMISSION CHAIRMAN



AIRPORT SUPERINTENDENT, SECRETARY



City of Nampa - Economic Development

June 10, 2016

Sue Paul
Executive Director
Warhawk Air Museum
201 Municipal Drive
Nampa, ID 83687

Dear Sue,

The Warhawk Air Museum has been an important asset in the city of Nampa for over a decade. We are proud of the caliber of museum you have built in that time. As one of the top tourist destinations in our region you play a vital role in enhancing the image of Nampa and opportunity to attract visitors for extended stays in our city. In the last two years our office has worked closely with the Nampa Chamber of Commerce to further develop the tourism industry in Nampa to capitalize on the visitors who come to our city. Throughout all of those efforts the Warhawk is consistently part of the conversation. In addition to bringing in outside visitors, and extending the stay of individuals traveling through Nampa, you have played an important role in educating our community and honoring area veterans.

Through the five to eight public events and educational symposiums you conduct each year the Museum continues to become a cornerstone of the community raising interest and understanding of our Nation's history. We fully support your efforts to continue to grow the facility and increase the number of individuals visiting both the museum and Nampa. Your plans for future growth in programming, attendance, and facilities are impressive. As the museum provides a great economic impact to the community we support your efforts to expand through leasing additional property from the Nampa Airport. My office looks forward to continuing to work with the staff at the Warhawk to realize the growth potential of the facility and collaborate further in building tourism in Nampa.

Sincerely,

Beth Ineck
Economic Development Director

NAMPA Proud

Beth Ineck, CEcD, Director | Robert L. Henry, Mayor
9 - 12th Ave South | Nampa, ID 83651 | 208-468-5430
Whynampa.com | visitnampa.com | cityofnampa.us

Go gle Maps



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RESOLUTION NO. 29-2016

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 18th day of July, 2016.

Approved:

MAYOR ROBERT HENRY

ATTEST:

City Clerk

**DISPOSAL OF OBSOLETE NAMPA PARKS DEPT.
EQUIPMENT**

- Parks Dept. has recently decommissioned two (2) obsolete grounds mowers.
- Parks Dept. staff requests the following mowers be declared surplus property:

Item	Serial Number	Estimated Value
Toro Grounds Master 220 Mower	50410	\$500
Jacobson Turf Cat T436G Mower	1633	\$1,000

- Parks and Fleet Services requests the Mayor and City Council approve the identified decommissioned mowers for disposal.
- Disposal falls within Public Works Fleet Services guidelines for funding, acquisition, maintenance, replacement and disposal of City fleet assets
- Fleet Services recommends disposal via public auction.
- Parks Dept. Staff concurs with this recommendation

REQUEST:

- 1) Declare the equipment, as outlined above, as surplus property
- 2) Dispose of identified surplus property as recommend by Staff

**CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST**

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

Disposal Method Code	Use Category	Qty.	Description of Item	Cond. Code	Estimated Value
02	Parks Dept.	1	1985 Toro Grounds Master 220 Mower	R	\$500
02	Parks Dept.	1	1992 Jacobson Turf Cat T436G Mower	R	\$1,000

Disposal Method Codes:

Condition Codes:

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

- E Excellent
- G Good
- F Fair
- R Repairable
- U Unusable

Requesting Department: Parks		Received By: <i>Roris Hayward-Rolund</i>	
Requesting Person Name (Print): Cody Swander		Date Received: <i>July 11, 2016</i>	
Requesting Person Signature: <i>Cody Swander</i>	Date <i>7/11/16</i>		

**Water Division Fiscal Year 2016 Purchase Order
For Automated Water Meter Units**

- April 20, 2015, City Council awarded the Automated Reading System project to Aclara Technologies, LLC (Aclara). The contract included a provision to hold the price for the first five years, with a documented price escalator of five additional years
- October 19, 2015, City Council awarded the fiscal year 2016 sole source Badger Meter contract to Hydro Specialties Company (HSC). The HSC contract was extended by both parties at the same contract unit price until August 1, 2016
- In June 2016 Water Division staff began replacing existing meters with new automated meter units. The automated meter unit includes the meter and meter transmission unit (MTU)
- 1,560 meter units need to be purchased to complete the City's fiscal year 2016 installation plan
- Contract prices for the units are established by:
 - Fiscal year 2016 sole source Badger Meter contract with HSC; expires August 1, 2016
 - Automated Meter Reading System contract with Aclara; expires August 1, 2026
- The total automated meter units purchase price is \$345,065. This purchase will be made from Water Division's approved 2016 fiscal year budget
- Public Works staff reviewed the contracts and recommends approval

REQUEST: Authorize Mayor to sign contracts for purchase of, (1) Additional meter transmission units at the Aclara Technologies, LLC contract unit price, not to exceed the budget amount of \$187,505.00, *and* (2) Additional meters at the Hydro Specialties Company contract unit prices, not to exceed the budget amount \$157,560.00 for Water Division



A few minutes of your time will help to shape North Central Nampa

This is your neighborhood and you are important to its future success

Organizations in Nampa are collaborating to determine community needs, particularly for people living in North Central Nampa. Survey results and comments will be used to identify priority projects.

Resident ideas are essential in determining the path forward. You have been sent this survey because you live, work, or own a business in North Central Nampa.

We appreciate your time

The time you invest in completing this survey will help identify key issues for North Central Nampa. All responses will be treated confidentially.

Completed surveys will earn you and your family free lunch passes on **August 6 at the Lakeview Park community health fair**, come anytime between 10 a.m. and 2 p.m. (more information is enclosed).

Please return your completed survey by Monday, August 22 to:

1. Nampa City Hall
Planning and Zoning Department, ATTN: Karla Nelson
411 Third Street South
Nampa, Idaho 83651
2. You can also complete the survey online by visiting the City of Nampa Planning Department webpage www.cityofnampa.us/planning and clicking on the North Central Nampa Vision link.
3. Or, you can drop off your completed survey at the **August 6th Community Health Fair at Lakeview Park** between 10 a.m. and 2 p.m. for a free lunch. Surveys will be available at the park.

North Central Nampa Advisory Committee

If you are interested in serving on the North Nampa Advisory committee please call or email Karla Nelson, contact information below.

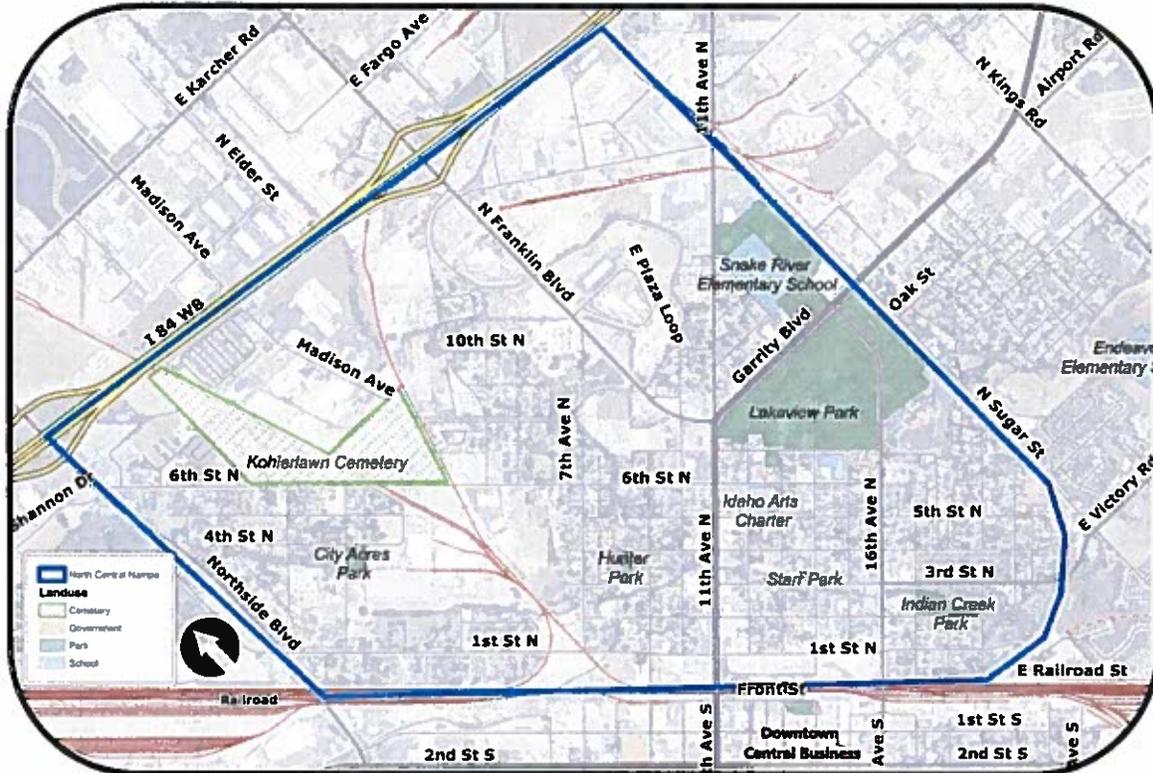
The committee will use survey responses to help craft a vision for North Central Nampa.



If you have any questions or are interested in serving on the advisory committee, please contact Karla Nelson, Community Planner, at 208-468-4434 or email nelsonk@cityofnampa.us. To speak with someone in Spanish, please contact Shellie Lopez, at 208-468-4487. Thank you for taking the time to complete this survey.

Do you live on the northside (North Central Nampa)? If yes, please circle about where you live on the map below.

- If you live somewhere else in Nampa we still want to hear from you. Where approximately do you live (nearby streets)? _____
- Do you own a business in North Central Nampa? Yes / No



Please circle yes or no after each of the following statement and provide comment if applicable.

TRANSPORTATION:

1. I can easily get to wherever I want/ need to go. Yes / No
- a. If no, why not? _____

2. Does anyone living in your house have a car to take you around? Yes / No
- a. If yes, how many cars? _____

FOOD:

3. I can easily get/ buy food for my family. Yes / No
- a. If no, why not? _____
- b. If yes, where do you buy or get food? _____

EMPLOYMENT:

4. I have a job that allows me to pay all my bills. Yes / No
- a. If no, why not? _____

IF YOU HAVE KIDS:

5. My kids have the opportunities they need to succeed in school. Yes / No
- a. If no, why not? _____

6. I think my kids will be able to get a good job. Yes / No
- a. If no, why not? _____

HOUSING:

7. I can pay my rent or mortgage every month. Yes / No
a. If no, why not?

8. I think my house or apartment is of good quality. Yes / No
a. If no, why not?

9. How many people live in your house or apartment? _____

10. Do you own, or rent? _____

SAFETY:

11. I feel safe walking in my neighborhood at night. Yes / No
a. If no, why not?

HEALTH CARE:

12. If I'm sick (or a family member is sick) I can get medical care quickly. Yes / No
a. If no, why not?

13. I have my own doctor/ provider. Yes / No
a. If no, why not?

14. I have health insurance. Yes / No
a. If no, why not?

COMMUNITY:

15. Nampa City government is helpful with issues facing my neighborhood. Yes / No
a. If no, why not?

16. Please put an X next to things that you would like to have in North Nampa. Then rank the top three priorities.

	Mark with X if needed	What are the 3 most important
Early childhood education/ head start program		
Grocery Store		
Better bus service		
Better sidewalks and bicycle connections		
Job training		
Better housing quality for myself or neighborhood		
A pathway along Indian Creek		
Job opportunities		
Community Center		
Other _____		

17. If you could change anything in your neighborhood what would you change?

18. What language(s) do you speak? _____

19. How long have you lived in North Central Nampa? _____

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

Right of Way Permit Road/Lane Closure Guidance

City Council members and staff received a number of complaints regarding significant delays and numerous road closure extensions on South Happy Valley Road. Council asked Staff if there was something that could be done to minimize the number of road closure extensions and/or encourage work on private sites to a conclusion.

Public Works Department's Engineering Division is working to draft guidance to administer contract time in right of way permits (see Attachment A). Minimizing traffic delays in work zones for the citizens and visitors of Nampa is an important customer service provided by the City. The guidance is intended to give developers the ability to hold roadway contractors accountable for contract time.

The following are some key points to the proposed right of way permit revisions:

- If this guidance is adopted as policy by the Engineering Advisory Committee and Council, the policy will be reviewed and revised based on the lessons learned in the first 12 months of implementation
- Applies only to projects with an expected duration over 21 calendar days
- The allowable calendar days for a lane closure or restriction shall be determined from the roadway contractor baseline construction schedule
- Road user costs will be based on the travel delays multiplied by the number of vehicles impacted
- Liquidated damages are used to recoup the costs for the City to administer the permit past the expected completion date
- Both road user costs and liquidated damages will be billed to the permittee based on the number of calendar days past the expected completion date
- Road user costs for road closures will vary depending on the functional classification of the roadway:
 - Principle Arterial - \$3,500/day
 - Minor Arterial - \$2,400/day
 - Collector - \$1,000/day
 - Residential - \$125/day
- Road user lane restriction costs will be 10% of the lane closure costs
- At the time of submitting the permit, the permittee shall pay a retainage fee. The retainage fee will be used to collect any liquidated damages and road user costs assessed on the project
- The permittee may request an extension of contract time for excusable days that are on contractor's baseline critical path. Several examples of excusable days include natural disasters, lost days due to weather, and delays caused by utilities or railroads

- For large roadway projects with a value of improvements within the right of way over \$1,000,000 the City will require the permittee to carry surety bonds and liability insurance
- The claim process and time frames for submittal will be in accordance with Idaho Standards for Public Works Construction



Right of Way Permit Road/Lane Closure Guidance

Revised July 7, 2016

Purpose:

Minimizing traffic delays in work zone for the citizens and visitors of Nampa is an important customer service provided by the City of Nampa. The purpose of this guidance is to outline lane closures and restrictions requirements for right of way permits for projects with an expected duration over 21 calendar days. A lane closure is defined as a complete roadway blockage that requires a detour. A lane restriction is a reduced speed limit needed to accommodate construction in the right of way or a reduction in number of lanes available to accommodate traffic. The guidance is indented to give developers the ability to hold roadway contractors accountable for contract time. This guidance does not apply to alley closures.

If this guidance is adopted as policy by the Engineering Advisory Committee and Council, the policy will be reviewed and revised based on the lessons learned in the first 12 months of implementation.

Completion Time Determination:

The allowable calendar days for a lane closure or restriction shall be determined from the roadway contractor construction schedule. The permittee shall submit the roadway contractors schedule and supporting construction duration details to the City Engineer with the right of way permit application. The contractor's baseline schedule shall be approved by the City Engineer prior to the starting road work.

Determination of Road User Costs and Liquidated Damages:

The road user costs will be based on the travel delays multiplied by the number of vehicles impacted. The liquidated damages are used to recoup the costs for the City to administer the permit past the expected completion date. Both road user costs and liquidated damages will be billed to the permittee based on the number of calendar days past the expected completion date. Calendar days will not be charged past substantial completion. Substantial completion is defined by the removal of detours, speed reduction, lane restrictions and flagging.

As of June 1, 2016, the current right of way permit liquidated damage fee is \$15/day. The proposed fees are listed in the table below based on the functional classification of the roadway.

Road Type	Current Liquidated Damages	Proposed Liquidated Damages	Road User Costs Lane Closure	Road User Costs Lane Restriction
Interstate/State Highway	Per ITD permit*	Per ITD permit*	Per ITD permit*	Per ITD permit*
Principle Arterial	\$15/day	\$200/day	\$3,500/day	\$350/day
Minor Arterial	\$15/day	\$200/day	\$2,400/day	\$240/day
Collector	\$15/day	\$200/day	\$1,000/day	\$100/day
Residential	\$15/day	\$200/day	\$125/day	\$13/day

* Contact ITD (Idaho Transportation Department) permit office at 334-8341.

Collection of Road User Costs and Liquidated Damages:

At the time of submitting the permit, the permittee shall pay a retainage fee to the City of Nampa (cash, check or letter of credit). The retainage fee will be used to collect any liquidated damages and road user costs assessed on the project. If the project is completed on time, then the full retainer fee will be returned to the permittee. The retainage fee will be based on the value of the work in the right of way multiplied by 2%. Example: \$500,000 of roadway improvements at 2% is \$10,000 retainage fee.

The permittee shall request substantial completion from the City Engineer once traffic control is no longer needed. The City Engineer will prepare a final time accounting report showing the start date, substantial completion date, and if applicable, liquidated damages and road user costs. If the liquidated damages and road user costs exceed the retainage amount then the City Engineer will submit an invoice to the permittee for the remaining fees. The final time accounting report will be generated within 7 calendar days of the substantial completion. The retainage will be returned to the permittee within 14 calendar days after the signed final time accounting report is returned to the City Engineer.

In the case of developments, the City will not turn on water service to the development until the fees are paid in full.

Contract Time Extension:

The permittee may request an extension of contract time for excusable days that are on contractor's baseline critical path. The City Engineer will evaluate the information submitted from the permittee and determine the time extension, if any. Several examples of excusable days include natural disasters, lost days due to weather, and delays caused by utilities or railroads. A lost day of work means that normal production on the critical path cannot proceed for at least 5 hours per day. The City Engineer will not consider weather experienced on weekends or holidays as lost working days. The permittee must assume in their initial baseline schedule at least 2 days per month lost production due to weather.

It is the responsibility of the permittee to coordinate utility moves. If the permittee believes that a utility owner caused a delay, immediately notify the City Engineer in writing. Time extensions will be granted under the following circumstances:

1. The utility failed to remove, relocate or adjust the facility within the time agreed to by the permittee and the utility owner.
2. The permittee attempted to minimize the impact of the delay.
3. The permittee showed that the utility owner delayed the work.

Delays caused by the permittee, i.e., failure to communicate, coordinate, and schedule with the utility owners or railroads, will be considered non- excusable delays. The permittee shall keep detailed notes documenting communication with utility owners and railroads.

Bonding and Insurance Requirements:

For large roadway projects, with a value of improvements within the right of way over \$1,000,000, the City will require the permittee to carry surety bonds and liability insurance. The bond amount should be for the entire value of the road improvement. The insurance policy required by this section shall provide coverage not less than \$500,000 combined single limit of liability per occurrence. If the permittee fails to complete the work the City shall use the bonds to either recoup costs of material and labor to complete the work or hire another contractor.

Claims and Dispute Resolution:

The permittee may file a claim or dispute resolution on contract time and assessment of penalties. The claim process and time frames for submittal will be in accordance with 2015 Idaho Standards for Public Work Construction (ISPWC) Section 10.05 and 16.01 or most current version.



1029 N. Rosario Street, Suite 100

Meridian, ID 83642

Phone: (208) 938-0980

Fax: (208) 938-0941

E-Mail: es-beckym@qwestoffice.net

July 13, 2016

City of Nampa
Attn: Mayor and Council Members
411 Third Street South
Nampa, Idaho 83651

Re: Annexation and Rezone for Star Farm LLC, Evert Jansen Van Beek & Son LLC and Nellie J. Van Beek (ANN 2065-15 & SUB 660-15)

Dear Mayor and Council:

This is a formal request for additional time to submit the signed development agreement and right-of-way deeds for the Silver Star and Van Beek properties. The preparation of the necessary documents, descriptions and exhibits were delayed due to my absence. My frozen shoulder condition worsened which required emergency surgery. Health complications after surgery required 4 weeks of unplanned recovery. Therefore, due to my absence, the preparation of the necessary documents were significantly delayed. I have prepared all documents for completion of the annexation and rezone process. The documents have been submitted to your staff for their review and delivered to all parties for their signature.

I was informed yesterday that Ms. Nellie J. Van Beek who owns the small parcel and home on the west side of Star Road has questions concerning dedication of an additional 25 feet of right-of-way. This will require additional time to meet with her and possibly coordinate a meeting with City staff to explain the importance and necessity of right-of-way dedication at the time of annexation and zoning. I have discussed Ms. Van Beek's concerns with Robert Hobbs and Daniel Badger. They both have offered to meet with Ms. Van Beek and answer her questions.

We appreciate your consideration in this matter and respectfully request the Council allow us additional time to return the signed development agreement and right-of-way deeds. We appreciate this opportunity to complete the process of annexation and rezone.

Sincerely,

ENGINEERING SOLUTIONS, LLP

A handwritten signature in blue ink that reads "Becky McKay". The signature is written in a cursive style.

Becky McKay
Partner

bm:ss

ORDINANCE NO. _____

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 COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

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

Section 1. That the Nampa City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Nampa City Code § 10-03-08 and chapter 2, Title 10, approved Case No. ANN 2153-16 (Zoke, LLC Annexation) at a public hearing held on April 18, 2016.

Section 2. The following described property, commonly known as 820 and a portion of 1002 N. Happy Valley Road, Nampa, Idaho, comprising approximately 4.536 acres, more or less, is contiguous to the City of Nampa, Idaho, and the applicant has requested that said following described property should be annexed into the City of Nampa as RMH (Multiple-Family Residential):

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

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned RMH (Multiple-Family Residential).

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

limits and zoned RMH (Multiple-Family Residential).

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

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

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

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

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS _____ DAY OF _____, 2016.

APPROVED:

BY _____
MAYOR

ATTEST:

BY _____
CITY CLERK OR DEPUTY



February 25, 2016
Project No. 16-026
Happy Valley Skilled Nursing Facility

Exhibit A
Annexation and Rezone Legal Description

A parcel of land being situated in a portion of Lots 1 and 2 of Orchalara Heights situated in the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

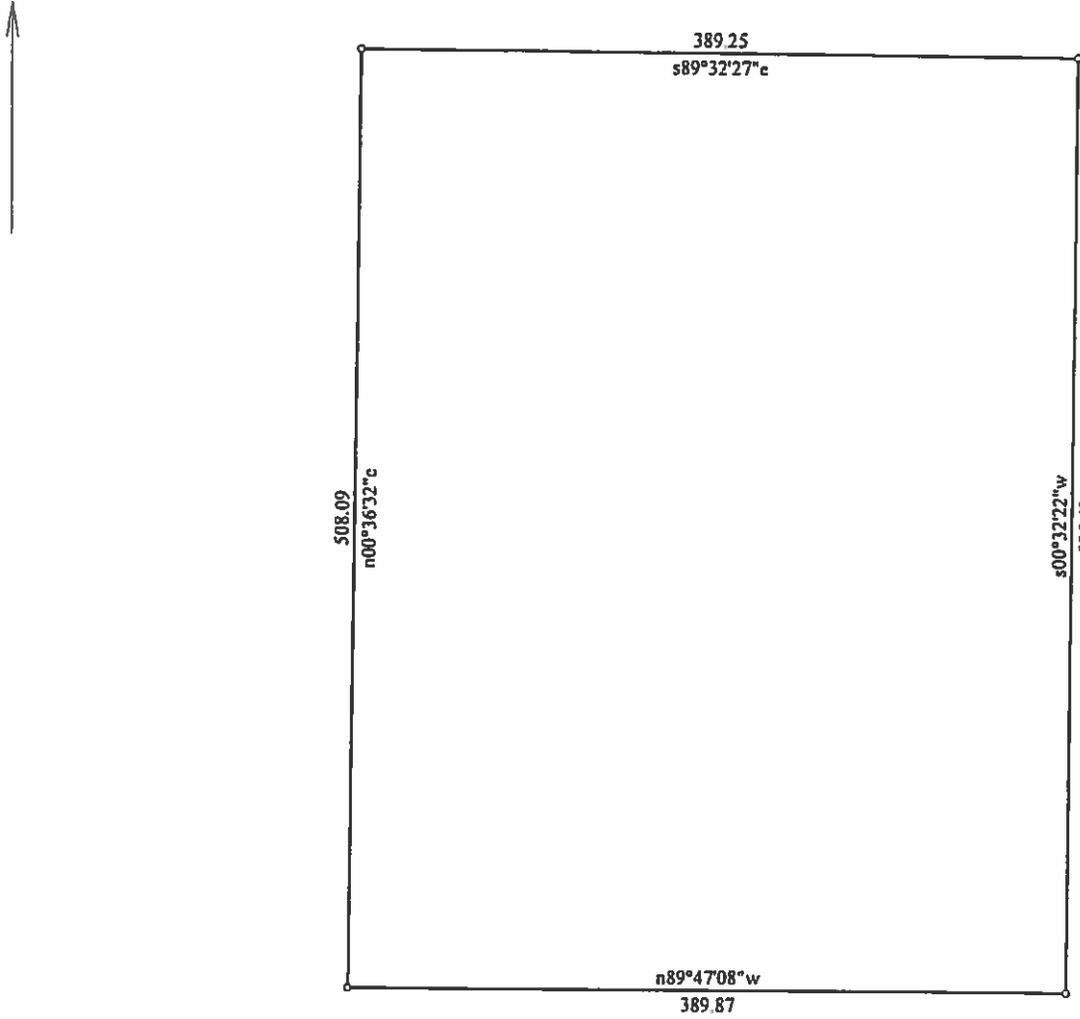
Commencing at a found 5/8-inch rebar marking the southwest corner of said Section 18 which bears S00°36'32"W a distance of 1,325.50 feet from a found 5/8-inch rebar marking the South 1/16 corner of said Section 18 and Section 13, thence following the westerly line of the Southwest 1/4 of the Southwest 1/4 of said Section 18, N00°36'32"E a distance of 420.00 feet to the **POINT OF BEGINNING**.

Thence following said westerly line, N00°36'32"E a distance of 508.09 feet to a point;
Thence leaving said westerly line, S89°32'27"E a distance of 389.25 feet to a point;
Thence S00°32'22"W a distance of 506.43 feet to a point;
Thence N89°47'08"W a distance of 389.87 feet to the **POINT OF BEGINNING**.

Said description contains 4.536 acres, more or less.

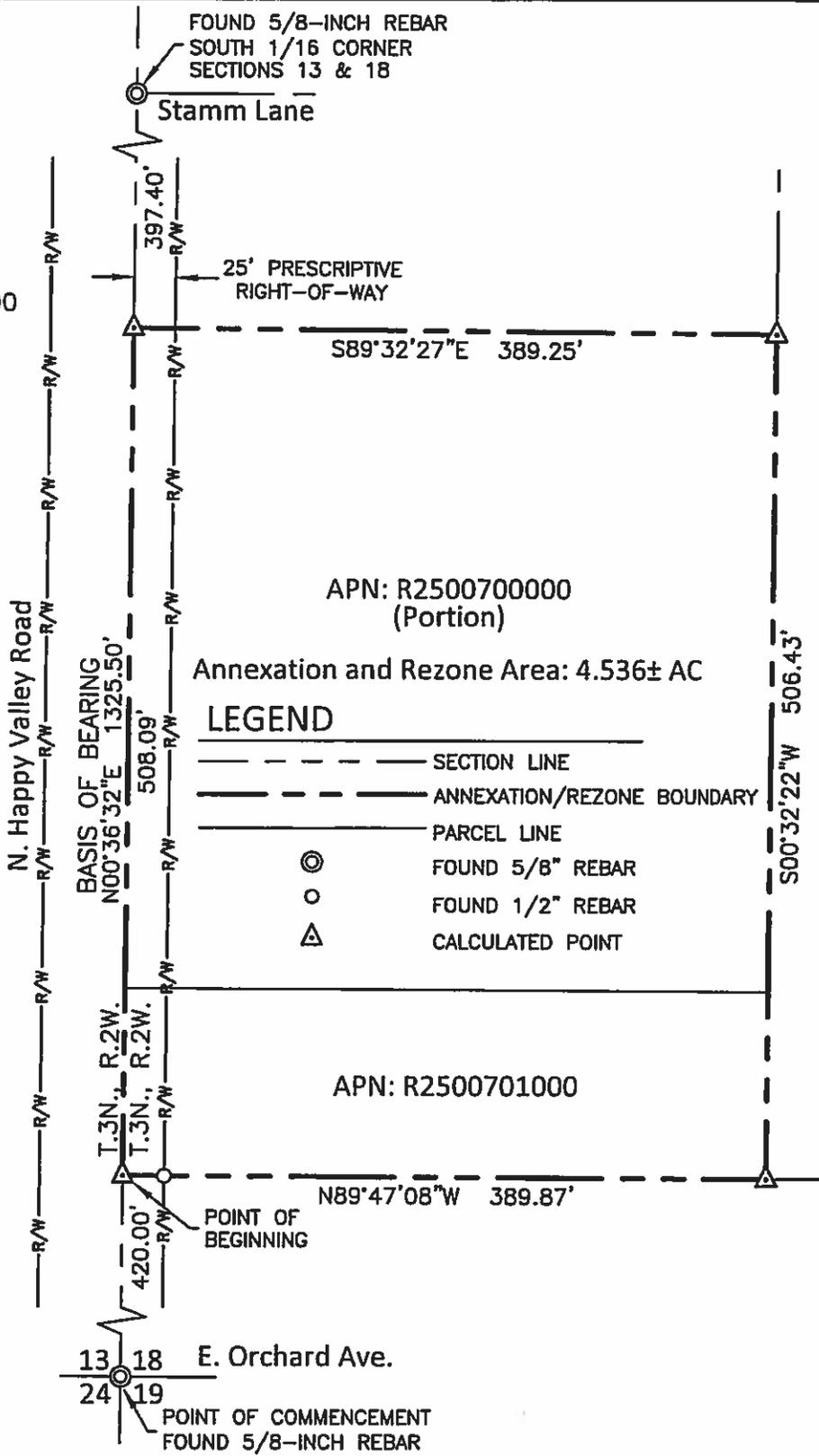
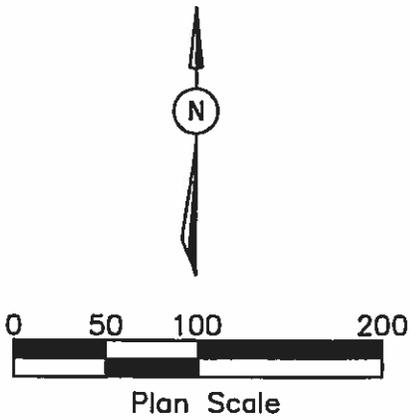
Said description is intended for Annexation and Rezone purposes and shall not be used for conveyance.





Title: Annexation and Rezone		Date: 02-25-2016
Scale: 1 inch = 100 feet	File:	
Tract 1: 4.536 Acres: 197606 Sq Feet: Closure = n14.2011w 0.01 Feet: Precision = 1/268919: Perimeter = 1794 Feet		
001=n00.3632e 508.09	003=s00.3222w 506.43	
002=s89.3227e 389.25	004=n89.4708w 389.87	

P:\16-026\CAD\SURVEY\EXHIBITS\16-026 ANNEXATION AND REZONE.DWG, AARON BALLARD, 2/25/2016, KYOCERA TASKALFA 4550CI KX.PC3, ...



APN: R2500700000
(Portion)

Annexation and Rezone Area: 4.536± AC

LEGEND

- SECTION LINE
- ANNEXATION/REZONE BOUNDARY
- PARCEL LINE
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- CALCULATED POINT



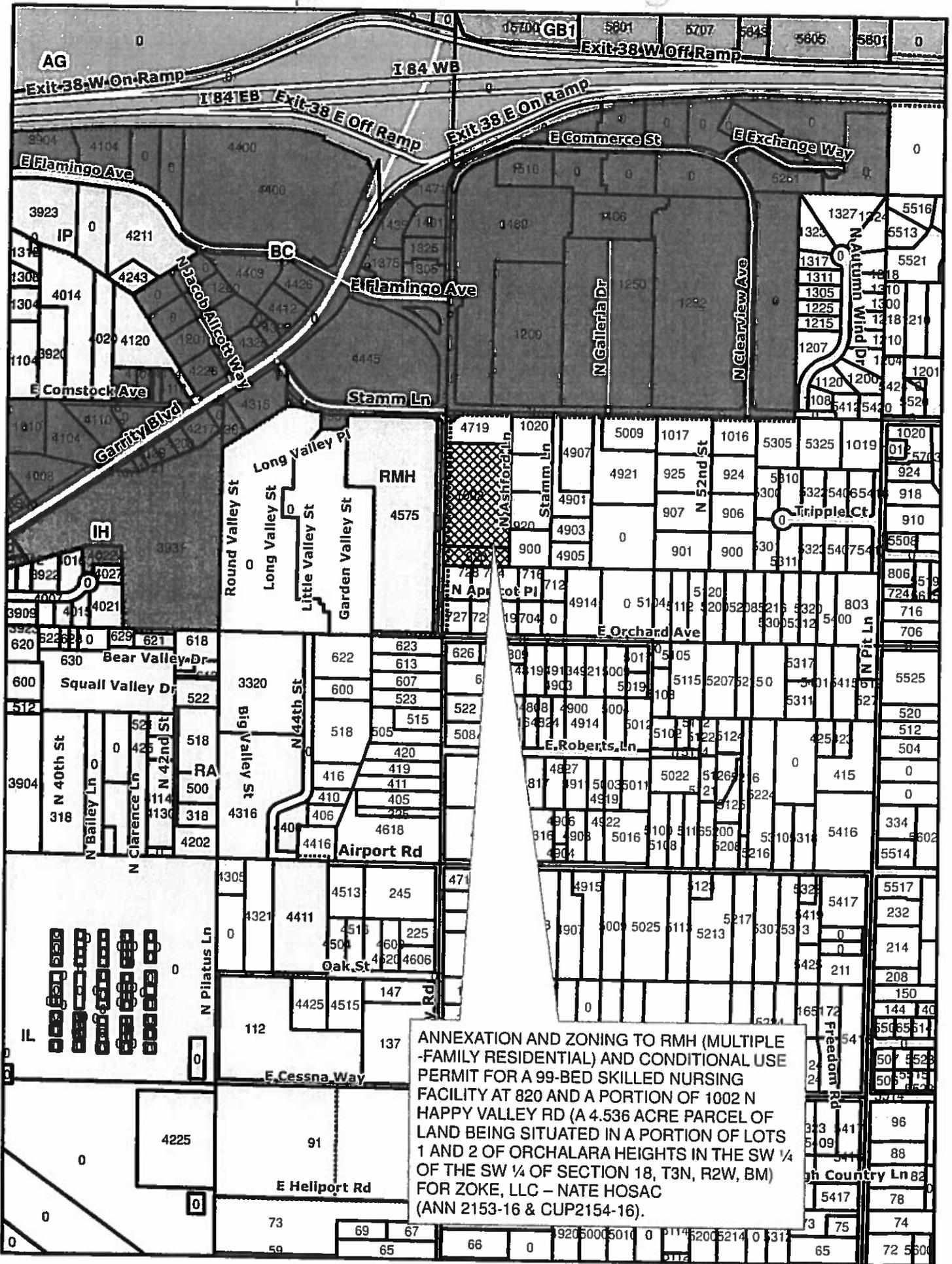
ENGINEERS . SURVEYORS . PLANNERS
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

DATE: 02/25/2016
PROJECT: 16-026

SHEET:
1 OF 1

**EXHIBIT B
ANNEXATION AND REZONE**

A Portion of Lots 1 & 2 of Orchalara Heights situated in the SW 1/4 of the SW 1/4 of S. 18, T.3N., R.1W., B.M., Canyon County, Idaho



ANNEXATION AND ZONING TO RMH (MULTIPLE-FAMILY RESIDENTIAL) AND CONDITIONAL USE PERMIT FOR A 99-BED SKILLED NURSING FACILITY AT 820 AND A PORTION OF 1002 N HAPPY VALLEY RD (A 4.536 ACRE PARCEL OF LAND BEING SITUATED IN A PORTION OF LOTS 1 AND 2 OF ORCHALARA HEIGHTS IN THE SW ¼ OF THE SW ¼ OF SECTION 18, T3N, R2W, BM) FOR ZOKE, LLC – NATE HOSAC (ANN 2153-16 & CUP2154-16).

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into this ____ day of July, 2016 (the “**Effective Date**”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “**City**,” and CTRE Cascadia Nampa, LLC, a Delaware limited liability company, hereinafter referred to as “**Owner(s)/Developer(s)**.”

RECITALS

- A. Owner(s)/Developer(s) is the owner of approximately 4.536 acres of real property legally described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”).
- B. Owner(s)/Developer(s) applied to City on or about February 26, 2016 (the “**date of application**”) for annexation into the incorporated limits of the City, and, assignment of zoning to/for the Property to RMH (High Density Multiple Family Residential) in anticipation of developing the Property for a skilled nursing facility (hereinafter the “**Project**”).
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 50-222, has the authority to annex the Property for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.
- D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, zoning district assignment and development of the Property and the terms of this Agreement. City has approved the requested annexation, zoning of the Property to RMH and use of the Property for the above stated purpose subject to the terms and commitments contained in this Agreement.

AGREEMENT

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

- 1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties’ commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation..
- 2. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

3. The Project shall be developed in substantial conformance with the conceptual plans (i.e., site, landscape and building elevations) attached hereto as **Exhibit(s) "B (1-2)** (aka the **"Conceptual Plan(s)"** and made a part hereof"; provided, however, that Owner(s)/Developer(s) shall have limited flexibility to develop the Property to meet market conditions within the bounds of the City's ordinances, and, the only specific commitments concerning development of the Project which Owner(s)/Developer(s) is making are set forth herein. Upon recordation of this Agreement, Owner(s)/Developer(s) shall have all entitlement approvals required from City for development of the Project in substantial conformance with the Conceptual Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NAMPA

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

SEAL

Notary Public for State of Idaho
Residing at _____
Commission Expires: _____

STATE OF IDAHO)
 Ada) ss.
County of ~~Canyon~~ *Ada*)

On this 12 day of JULY, in the year of 2016, before me, a Notary Public in and for said state, personally appeared Matthew Smith, known or identified to me to be the President of Cascadia Development, LLC, a Delaware limited liability company, the sole member of Cascadia CTR Common, LLC, a Delaware limited liability company, the managing member of CTRE Cascadia Holdings, LLC, a Delaware limited liability company, and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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



Notary Public for State of Idaho
Residing at Ada County
Commission Expires: 8-6-2019

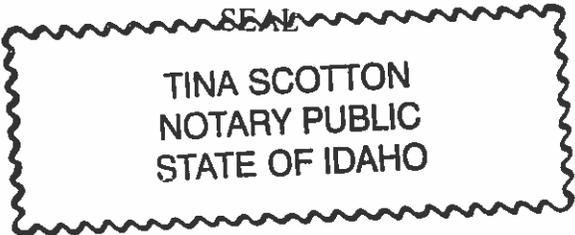


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A Legal Description of the Premises

Parcel A Legal Description

A parcel of land situated in a portion of Lots 1 and 2, Block 1 of Orchalara Heights Subdivision recorded in Book 3, Page 60, records of Canyon County, Idaho, and situated in Government Lot 4 of Section 18, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

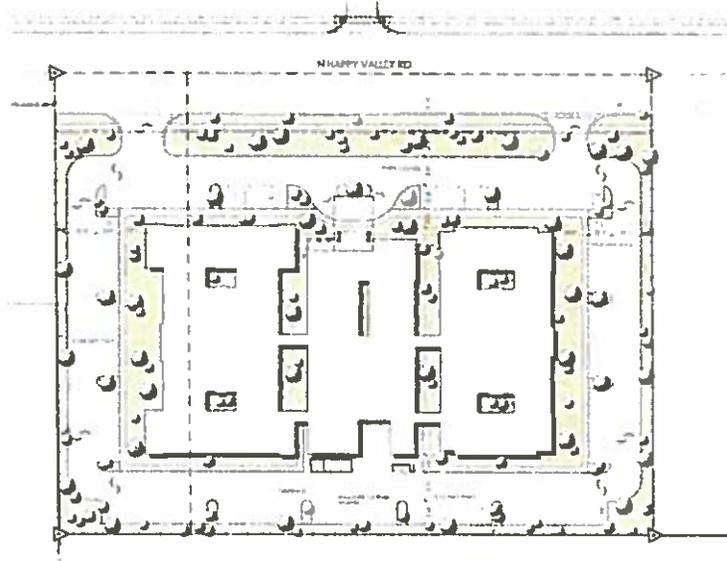
Commencing at a found 5/8-inch rebar marking the southwest corner of said Section 18 which bears S00°36'32"W a distance of 1,325.50 feet from a found 5/8-inch rebar marking the South 1/16 corner of said Section 18 and Section 13 (Township 3 North, Range 2 West), thence following the westerly line of said Section 18, N00°36'32"E a distance of 420.00 feet to a point being witnessed by a set 5/8-inch rebar which bears S89°47'08"E a distance of 50.00 feet from said point and also being the **POINT OF BEGINNING**.

Thence following said westerly line, N00°36'32"E a distance of 508.09 feet to a point being witnessed by a set 5/8-inch rebar which bears S89°32'27"E a distance of 50.00 feet from said point;
Thence leaving said westerly line, S89°32'27"E a distance of 389.25 feet to a set 5/8-inch rebar;
Thence S00°32'22"W a distance of 506.43 feet to a set 5/8-inch rebar;
Thence N89°47'08"W a distance of 389.87 feet to the **POINT OF BEGINNING**.

Said parcel contains 4.536 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

EXHIBIT(S) "B"

CONCEPTUAL PLAN(S)



SITE INFORMATION:

APN	25670001
	25670002
LOT AREA	432,411 SQ. FT.

BUILDING DATA:

OCCUPANCY	RESIDENTIAL
CONSTRUCTION TYPE	3A
STORIES	2
BUILDING AREA	127,141 SQ. FT.
PATIENT WINGS	127,141 SQ. FT.
ADMINISTRATION	9,120 SQ. FT.
TOTAL BUILDING AREA	136,261 SQ. FT.

PROPOSED SEATING	100 SEATS
SEATING	100 SEATS
TOTAL	100 SEATS

PARKING TABULATION:

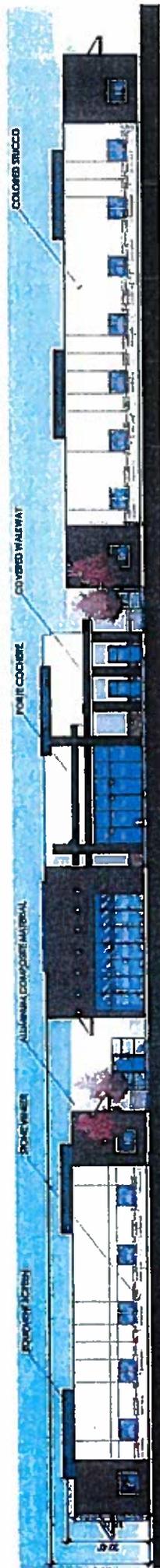
REQUIRED PARKING	118
EXISTING PARKING	0
PROPOSED PARKING PROVIDED	118
STANDARD SPACES	118
HANDICAPPED SPACES	8
TOTAL PROPOSED SPACES	126

PROPOSED FACILITY SITE PLAN

CASCADIA HEALTHCARE - SKILLED NURSING FACILITY



EXHIBIT B-1 (Elevation Concepts)



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

CASCADIA HEALTHCARE SKILLED NURSING FACILITY

NAMPA, IDAHO



ARCHITECTURE PLANNING
 INTERIORS DESIGN
 LANDSCAPE ARCHITECTURE
 PROJECT MANAGEMENT

EXHIBIT "C"

CONDITION(S) OF APPROVAL

I. General:

- a. At time of development of the Property, the Developer shall extend all public utilities to and through the Property in accordance with current City policy and master plans. These improvements shall include, but not be limited to the following:
 - Sewer
 - Water
 - Pressure Irrigation
 - Storm drainage-both on and off-site
 - Gravity Irrigation-Either continued delivery to, or wastewater from adjacent properties
- b. Developer shall grant any access or facility easements for, and to, the City of Nampa and any other utility company or jurisdictional entity as necessary for the operation and maintenance of any utility existing, proposed, or relocated with the development of the Property; and,
- c. Abandonment of any existing domestic well or septic systems will be accomplished under the guidelines established by:
 - Domestic Well - the Idaho Department of Water Resources
 - Septic Systems – Southwest District Health Department
 - Copies of all related documents certifying that the well and septic systems have been abandoned shall be forwarded to the City of Nampa Engineering Division for the project files.
- e. That all on-site building and any parking lot lighting be boxed/shielded, down directed and that foot-candle output of fixtures [particularly on the east and south sides of the building(s)] be kept to a minimum; and,
- f. That a six foot (6') high vinyl fence be placed around the perimeter of the Project on its north, east and south sides; and,
 - That a "good screen" producible in the "near future" by use of landscape materials (particularly trees) to buffer the Property from the neighboring residential properties to the east and south of the Property be provided.

II. Access and Right-of-Way:

- g. Property access shall be established in accordance with Nampa's currently adopted Access Management Policy; and,
- h. Right-of-way dedication shall be required as follows: Happy Valley Road – Functional Classification of that road is noted as being "Minor Arterial". Width of that street shall be

50' from centerline of Happy Valley Road thereby comprising one-half of a future 100' right of way total span; and,

- i. Full Property frontage improvements are required along Happy Valley, to include (but not be limited to) to the following:
 - Curb, gutter, and sidewalk as required by the City
 - Pavement widening and striping as required by the City
 - Landscaping as required by the City
 - Storm drainage as required by the City

RESOLUTION NO. 30-2016

AN ESTIMATE OF EXPENSES AND REVENUES OF THE CITY OF NAMPA, IDAHO FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2016 TO AND INCLUSIVE OF SEPTEMBER 30, 2017, AND NOTICE OF PUBLIC HEARING ON THE PROPOSED BUDGET BY THE CITY COUNCIL.

WHEREAS, Section 50-1002 Idaho Code, requires the City Council, prior to passing the annual appropriation ordinance, to estimate the probable amount of money necessary for all purposes during the fiscal year end and;

WHEREAS, a proposed budget has been prepared that includes an estimate of expenses and revenues for FY 2017 which fiscal year runs from October 1, 2016 through and including September 30, 2017;

THEREFORE, it is hereby ordered by the City Council that this classification and estimate be entered into the minutes of the Council of the City of Nampa and the City Clerk be directed to cause the same to be published in the Idaho Press Tribune, a newspaper published in said City having a general circulation therein.

**ESTIMATED
EXPENDITURES
GENERAL FUND**

City Clerk	\$ 326,875
Code Enforcement	498,141
Economic Development	461,771
Engineering	1,673,414
Facilities Development	1,447,267
Finance	810,496
Fire	11,901,269
General Government	640,787
Tfr to Family Justice	
Center	243,640
Tfr to Civic Center	365,451
Tfr to Idaho Center	799,842
Tfr to Parks & Rec	806,419
Human Resource	459,168
Information Technology	2,229,293
Legal	856,000
Mayor & Council	510,426
Parks & Rec Admin	377,160
Planning & Zoning	519,809
Police	20,266,589
Public Works Admin	395,332
Fleet Management	<u>1,213,405</u>
SUBTOTAL	\$46,802,554

ENTERPRISE & SPECIAL REVENUE FUNDS

911 Fees	\$ 1,651,141
Airport	757,526
Cemetery	319,871
Civic Center	1,235,327
Development Services	1,742,688
Downtown Renewal/Electric	
Franchise Fees	-
Family Justice Center	284,207
Idaho Center	4,093,805
Library	2,158,329
Nampa Recreation Center	3,215,277
Parks & Recreation	3,696,122
Golf	2,411,595
Sanitation Collection	8,842,148
Street	10,655,176
Utility Billing	1,190,106
Wastewater	17,638,010
Water	11,337,870
Workers Comp Fund	65,128
SUBTOTAL	\$ 71,294,326

CAPITAL & DEBT SERVICE FUNDS

Capital Projects	\$ 1,575,890
Library Major Capital	
Campaign	-
Development Impact Fees	2,384,000

GRANT FUNDS		GO Bond Debt Service	2,697,150
FAA	\$ 981,000	SUBTOTAL	\$ 6,657,040
Federal DOT	16,000		
Federal HUD	1,168,238		
Other Federal Grants	8,180,911	GRAND TOTAL	\$ 139,578,914
State of Idaho & Local Grants	4,470,054		
Private Grants	8,791		
SUBTOTAL	<u>\$14,824,994</u>		

ESTIMATED REVENUES

PROPERTY TAXES		OTHER FEES	
Real Property Taxes	\$34,918,488	911 Fees	987,669
Exempt Property Taxes (GO Bond)	2,697,150	Impact Fee	1,285,000
SUBTOTAL	<u>\$37,615,638</u>	Licenses & Permits	1,962,000
		SUBTOTAL	<u>4,234,669</u>

STATE REVENUE SHARING

Sales Tax	5,373,230
Personal Property Tax Replacement	530,854
State Liquor	796,308
Highway Users	4,138,000
Road & Bridge	2,419,625
SUBTOTAL	<u>\$13,258,017</u>

GRANTS & DONATIONS

Civic Center	2,350
Donations	634,881
FAA Grants	981,000
Federal Grants	9,357,250
Private Grant/Contributions	750
State Grants	77,250
Local Grants	296,000
SUBTOTAL	<u>11,349,481</u>

CHARGES FOR SERVICES

Airport	422,986
Cemetery	91,278
Civic Center	633,000

Development Services	20,000
Family Justice Center	23,598
Federal HUD Fund	1,900
General Government	2,902,171
Golf Courses	2,214,000
Idaho Center	2,429,411
Local	1,386,000

FINES & FORFEITURES

General	621,000
Airport	-
Library	62,000
SUBTOTAL	<u>683,000</u>

Library	22,000	TRANSFERS & FUND BALANCE	
Nampa Recreation Center	3,123,750	Transfers In	\$10,962,081
Parks & Recreation	349,038	Fund Balance	<u>10,965,998</u>
Sanitation/Trash Collection	8,842,148	SUBTOTAL	\$21,928,079
State of Idaho	2,710,804		
Street & Traffic	0	MISCELLANEOUS	
Utility Billing	827,067	Interest Earnings	420,450
Wastewater	11,266,731	Miscellaneous	<u>320,273</u>
Water	10,729,097	SUBTOTAL	\$740,723
Workers Compensation	<u>55,528</u>		
SUBTOTAL	\$48,050,507	GRAND TOTAL	\$139,578,914
FRANCHISE FEES			
Electric Franchise	988,800		\$0
Gas Franchise	<u>730,000</u>		
SUBTOTAL	1,718,800		

**CITY OF NAMPA, IDAHO
FISCAL YEAR 2017 PROPOSED BUDGET**

FUND	2015 Expenses	2015 Actual Revenue*	AMENDED 2016 Budget Expenses	AMENDED 2016 Budget Revenue*	PROPOSED 2017 Budget Expenses	PROPOSED 2017 Budget Revenue*
GENERAL FUND						
City Clerk	251,969		267,270		326,875	
Code Enforcement	361,616		466,759		498,141	
Economic Development	453,038		456,748		461,771	
Engineering	1,709,547		1,707,306		1,673,414	
Facilities Development	1,081,878		1,153,973		1,447,267	
Finance	710,479		1,129,989		810,496	
Fire	11,381,455		11,585,241		11,901,269	
General Government	3,102,869		3,020,632		2,856,139	
Human Resource	327,118		378,528		459,168	
Information Technology	1,289,546		2,151,486		2,229,293	
Legal	901,000		881,000		856,000	
Mayor & Council	511,140		528,466		510,426	
Parks & Rec Admin	363,740		365,786		377,160	
Planning & Zoning	447,340		487,559		519,809	
Police	19,048,112		19,408,089		20,266,589	
Public Works Admin	332,959		353,929		395,332	
Fleet Management	824,604		1,054,443		1,213,405	
SUBTOTAL	\$ 43,098,410	\$ 43,098,410	\$45,397,204	\$ 45,397,204	\$ 46,802,554	\$ 46,802,554
ENTERPRISE & SPECIAL REVENUE FUNDS						
911 Fees	1,090,903	1,090,903	987,669	987,669	1,651,141	1,651,141

Airport	599,208	599,208	570,644	570,644	757,526	757,526
Cemetery	290,769	290,769	304,042	304,042	319,871	319,871
Civic Center	1,063,374	1,063,374	1,166,963	1,166,963	1,235,327	1,235,327
Development Services	1,821,491	1,821,491	1,989,210	1,989,210	1,742,688	1,742,688
Downtown Electric Franchise	164,245	164,245	-	-	-	-
Family Justice Center	246,955	246,955	251,011	251,011	284,207	284,207
Idaho Center	5,053,201	5,053,201	5,071,390	5,071,390	4,093,805	4,093,805
Library	2,655,575	2,655,575	2,123,930	2,123,930	2,158,329	2,158,329
Nampa Development Corp	-	-	-	-	-	-
Nampa Recreation Center	4,165,129	4,165,129	3,707,360	3,707,360	3,215,277	3,215,277
Parks & Recreation	3,009,299	3,009,299	3,477,914	3,477,914	3,696,122	3,696,122
Golf	2,402,923	2,402,923	2,355,146	2,355,146	2,411,595	2,411,595
Sanitation Collection	8,050,000	8,050,000	8,685,969	8,685,969	8,842,148	8,842,148
Street & Traffic	9,620,487	9,620,487	10,808,059	10,808,059	10,655,176	10,655,176
Utility Billing	820,424	820,424	854,037	854,037	1,190,106	1,190,106
Wastewater	17,454,391	17,454,391	13,931,578	13,931,578	17,638,010	17,638,010
Water	12,273,439	12,273,439	11,563,547	11,563,547	11,337,870	11,337,870
Workers Comp	61,238	61,238	63,663	63,663	65,128	65,128
SUBTOTAL	\$ 70,843,051	\$ 70,843,051	\$67,912,132	\$ 67,912,132	\$ 71,294,326	\$ 71,294,326

GRANTS & DONATIONS

FAA Grants	915,765	915,765	141,846	141,846	981,000	981,000
Federal DHS-Homeland Security	55,950	55,950	308,250	308,250	-	-
Federal DOI	5,654	5,654	-	-	-	-
Federal DOJ Grants	466,866	466,866	236,233	236,233	140,168	140,168
Federal DOT Grants	286,225	286,225	266,288	266,288	16,000	16,000
Federal EPA Grants	2,800,000	2,800,000	14,321,070	14,321,070	8,040,743	8,040,743
Federal Corporation For National & Community Service	-	-	-	-	-	-
Federal HUD Grants	1,150,710	1,150,710	1,342,919	1,342,919	1,168,238	1,168,238
Private Grant/Contributions	300,300	300,300	897,954	897,954	8,791	8,791
State Grants	9,420,144	9,420,144	2,083,842	2,083,842	2,788,054	2,788,054
Local Municipalities Grants	1,168,792	1,168,792	1,695,079	1,695,079	1,682,000	1,682,000
SUBTOTAL	\$ 16,570,406	\$ 16,570,406	\$21,293,481	\$ 21,293,481	\$ 14,824,994	\$ 14,824,994

CAPITAL PROJECTS & DEBT SERVICE FUNDS

Capital Projects	1,132,235	1,132,235	1,450,922	1,450,922	1,575,890	1,575,890
Library Major Capital Campaign	455,235	455,235	-	-	-	-
Development Impact Fees	3,865,000	3,865,000	4,802,142	4,802,142	2,384,000	2,384,000
GO Bond Debt Service	2,798,575	2,798,575	2,696,900	2,696,900	2,697,150	2,697,150
SUBTOTAL	\$ 8,251,045	\$ 8,251,045	\$ 8,949,964	\$ 8,949,964	\$ 6,657,040	\$ 6,657,040

TOTAL	\$ 138,762,912	\$ 138,762,912	\$ 143,552,781	\$ 143,552,781	\$ 139,578,914	\$ 139,578,914
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*Amount from property tax		34,903,674		36,201,477		37,615,638
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I, Deborah Bishop, City Clerk of the City of Nampa, Idaho do hereby certify that this is a true and correct statement of the proposed expenditures and revenues for the fiscal year 2017. Citizens are invited to attend the budget hearing on August 1, 2016 at 7:00 p.m. and have the right to provide written or oral comments concerning the entire City Budget. A copy of the proposed City budget in detail is available in the Nampa Finance Office at City Hall, 411 Third Street South for inspection during regular hours, 8:00 a.m. to 5:00 p.m.

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.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Memo

To: Mayor Robert L. Henry
Members of the Nampa City Council

From: Chief Joe Huff

CC: Finance Director Chandler

Date: 7/13/2016

Re: Fleet Purchase

Mayor Henry and Members of the Council,

The Nampa Police Department and Nampa Fleet Services are requesting spending authority for the purchase of two (2) 2016 Chevrolet Police Tahoe's currently in stock at Edmark Chevrolet. They are listed at State Bid police pricing of approximately \$37,317. With additional equipment (lights, ballistic panels, cage, etc.) the total request is for \$48,000 each or a "Not to Exceeds" amount of \$96,000. This money will be allocated from Police Impact fees as per the proposed FY17 Fleet plan. The purchase of these two vehicles has been approved based on growth of the department over the last five years and is therefore not tied to the approval of the FY17 proposed Budget. We wish to proceed with these two purchases immediately while the vehicles are still available. Waiting to order the 2017 models will delay our ability to receive vehicles until approximately December of 2016 or January of 2017.

Joe Huff
Chief of Police

Doug Adams
Superintendent, Fleet Services

Memo

To: Mayor and City Council
From: Captain Brad Daniels
CC:
Date: 7/13/2016
Re: Request to cancel Body Worn Camera Bid

Mayor and Council,

I am requesting on behalf of the selection committee for Body Worn Cameras (BWC) to reject all proposals given by Watch Guard BWC and authorize the issuing of a new RFP with expanded conditions. The committee has reviewed and considered the bid response and subsequent contract negotiations, and has determined that it is in the City's best interest to reject all bids and rebid the project with a revised RFP that redefines the scope of needed equipment and services.

The City received several proposals in response to its RFP for BWC equipment and services. Based on the scoring and research done by the City's IT Department and the Nampa Police Department, it was determined that the WatchGuard system was the cheapest of the received bids, and seemed to offer the features that the City expected from the process. Due to this determination, on March 7th, 2016, the City Council authorized the committee to begin contract negotiations with WatchGuard.

Since that time, the committee has attempted to settle on a contract that honors the bid process and meets the City's needs, but this has proven to be unsuccessful. Additionally, the committee has received feedback from at least one other agency that uses WatchGuard's equipment and services, and that feedback has been negative. Specifically, that agency is very displeased with the customer service, software support, and reports of poor product durability. In response, the committee has focused its contract negotiations on addressing these concerns in addition to our own as detailed in the original RFP. The negotiation has failed to yield terms that reasonably assure the City of the success of implementing WatchGuard's equipment and services.

The RFP response provided by WatchGuard did not clearly outline a complete solution that would meet the requirements of the published RFP. In order to do that, additional service warranty and software licensing was required, which materially impacted the cost of the project and added 54 percent to the cost of each camera for a no-fault protection plan.

Additionally, negotiations to obtain a guarantee of service for a reasonable service life (5 years), the City acted in good faith in requesting a pro-rated discounted replacement device cost in the case of damage and the ability to maintain warranty. WatchGuard was reluctant to extend replacement or warranty beyond 3 years. This contributed to a failure to reach an agreement to proceed.

Recent calls into WatchGuard support for their other product offering, In-Car Video, have been taking several days to get a call back, often after we call them several times, and are passed from one technician to another. This lack of responsiveness makes us hesitant to rely on WatchGuard support for a system as critical as body-worn cameras.

Additionally, one local agency has implemented the WatchGuard BWC's with difficulty. There was low/no training on the use of the software and hardware. They had made a call into customer service every day for the first 30 days and had to send back 13 of their 30 cameras for warranty work all in the first few months. Customer service was difficult to work with during this process.

As stated in the RFP, a bidder may be disqualified for "poor performance or default, in the City's opinion, on previous contracts with other public entities." RFP p. 12. Additionally, the City "may make such investigations it deems necessary to determine the ability of the Vendor to perform the work proposed." RFP p. 29. The City may then "reject any proposal if the [...] investigation of the Vendor fails to satisfy the City that the Vendor is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein." RFP p. 29. The contract negotiations with WatchGuard were unsuccessful in reaching our level of satisfaction in this area and both parties, the committee and WatchGuard, mutually agreed that an agreement could not be reached at this time based on the conditions of the existing RFP.

As such, the committee is asking that the City Council reject all bids and rebid the BWC project with a revised RFP that redefines the scope of needed equipment and services provided.

Sincerely,

Captain Brad Daniels

Nampa Police Department



1866 East Chisholm Drive
Nampa, ID 83687
208-381-6608

Dear Mayor Henry,

I am writing to you and the City Council requesting that you reconsider a ruling and to possibly lift a moratorium on city code: **10-23-8: PROHIBITED SIGNS**. The indications are that the maximum amount of billboard signs have been reached in the city of Nampa, and we are unable to have one of our own. KIVI-TV channel 6 would like to construct an electric billboard on our property that can be seen by vehicles traveling westbound on I-84. The electric billboard would be used as an informative medium notifying commuters of Amber Alerts, Weather reports and alerts, personal safety warnings and other relevant community based information. Our new parent company E.W. Scripps has given our station the directive of being an advocate for community safety and stewardship, something that we do not take lightly. As one of the major news sources in the Treasure Valley, we would like to increase the volume of our messages to all traveling by our facility. In addition to our messaging, we would welcome information to display from the Mayor's office as well. I have already spoken to the Federal Highway Administration and we do meet their standards of distance from freeway and advertising on a freeway. Please notify me with any questions or concerns on this matter, and I look forward to hearing back from you.

Thank you so much for your time.
Sincerely,

A handwritten signature in black ink, appearing to read 'E. Holbrook'.

Eric Holbrook
Creative Services Director

STREET NAMING ORDINANCE EAST FEATHER CREEK LANE

- City of Nampa Building Department received building permit applications for new residential structures, within Nampa City Limits, that will be accessed by a new private lane.
- Private lanes that provide access to three or more residences, or are longer than 500 feet are required to be named per City of Nampa Engineering Process & Policy Manual.
- Engineering received an application signed by all impacted property owners requesting to name the private access lane.
 - The private access lane will serve four parcels.
 - The private access lane is over 500 feet in length.
 - Engineering worked with the property owners on the street naming.
 - The new residential structure's addresses will incorporate the new private street name.
 - No existing structure addresses will be changed.
- Property owners request and staff recommends the following street name assignment:
 - East Feather Creek Lane
- This proposed assignment is shown on exhibit "A" attached
- Emergency Services supports this street naming

REQUEST: Council approve street naming ordinance (see exhibit "B") for East Feather Creek Lane

Exhibit A

New Parcel & Site Address

on: R3037500000

5125 E Feather Creek Ln
Nampa, ID 83687

Old Parcel Address:

17155 STAR RD

New Parcel & Site Address

on: R3037501000

5025 E Feather Creek Ln
Nampa, ID 83687

Old Parcel Address:

17175 STAR RD

Retired Temporary
Address

New Private Street:

E Feather Creek Ln

5334

526

5276

5328 5308

169

16955

16960

5049

16975

16990

16968

5125

5025

17232

17225

17175

5120

5020

17155

17097

17097

New Parcel & Site Address

on: R3037501100

5020 E Feather Creek Ln
Nampa, ID 83687

Old Parcel Address:

0 STAR RD

Star Rd

Cherry Ln

New Parcel & Site Address

on: R3037501200

5120 E Feather Creek Ln
Nampa, ID 83687

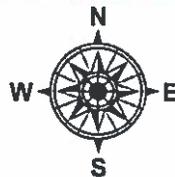
Old Parcel Address:

0 STAR RD



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

Prepared by: morsea



Not to Scale

Effective Date: 07/18/2016

Address Status

● Active ● Hold ● Retired ● Parcel
● Proposed ● Other ● Parcel selection

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO NAMING A PRIVATE LANE *EAST FEATHER CREEK LANE*.

WHEREAS, the City Council has determined to name the private lane East Feather Creek Lane per the attached exhibit A.

WHEREAS, Section 9-1-1 of the Nampa City Code requires the City Council to approve the names for new or additional streets.

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

Section 1: Private Lane is hereby NAMED East Feather Creek Lane per attached exhibit A.

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.

Approved:

By _____
Mayor

Attest:

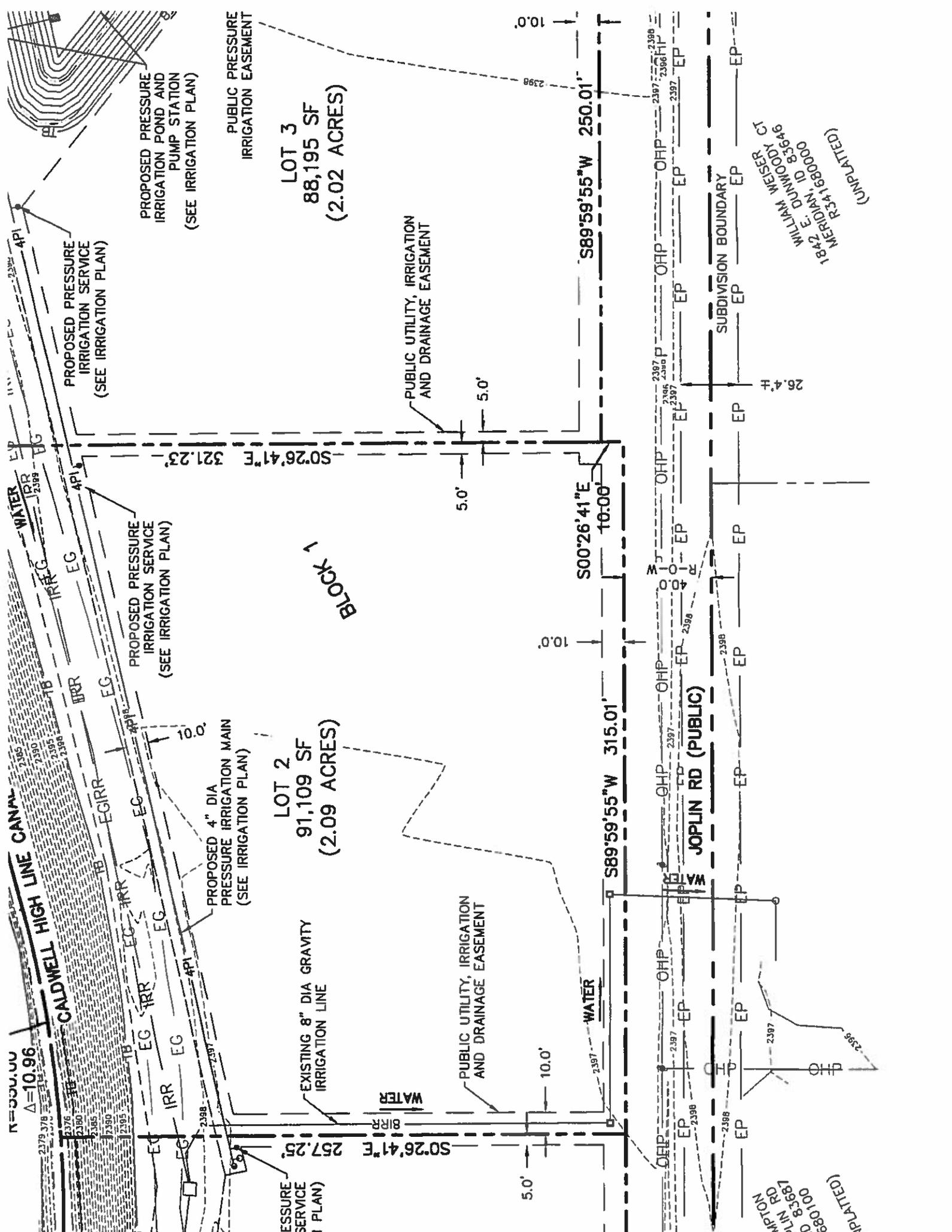
City Clerk

REQUEST FOR APPROVAL OF IRRIGATION PLAN AND REQUEST OF WAIVERS FOR JOPLIN VIEW SUBDIVISION

- Joplin View Subdivision is located in Canyon County, within the City of Nampa Impact Area, at the corner of Joplin Road and Franklin Road
- It is a 4 lot single family residential subdivision with approximately two acre lots
- Right of way for Franklin and Joplin will be dedicated to the Canyon Highway District
- Per the attached letter (see exhibit “A”) the developer is requesting a waiver of the City’s requirement to install curb, gutter, and sidewalk along the frontage of the development along with approval of their proposed irrigation plan (City Council approval of the Irrigation Plan is required under our joint powers agreement with Canyon County)
- Engineering and Planning & Zoning have reviewed the proposed request and due to the location, size and nature of the development (see exhibit “B”) we recommend approval of a deferral of the required frontage improvements including:
 - Curb gutter and sidewalk
 - Street lights
 - Pavement widening
 - Perimeter landscaping
- Engineering has reviewed the proposed irrigation plan and recommends approval

REQUESTS:

1. Approval of the proposed irrigation plan for the Joplin View Subdivision
2. Approval of a deferral for the required frontage improvements listed above



PROPOSED PRESSURE IRRIGATION POND AND PUMP STATION (SEE IRRIGATION PLAN)

LOT 3
88,195 SF
(2.02 ACRES)

LOT 2
91,109 SF
(2.09 ACRES)

BLOCK 1

1842 WILLIAM WEISER
MERRIDIAN, ID 83646
R34168000
(UNPLATTED)

MPTON
D 83687
JLIN RD
860100
(UNPLATTED)

PROPOSED PRESSURE IRRIGATION SERVICE (SEE IRRIGATION PLAN)

PROPOSED PRESSURE IRRIGATION SERVICE (SEE IRRIGATION PLAN)

PROPOSED PRESSURE IRRIGATION MAIN (SEE IRRIGATION PLAN)

EXISTING 8" DIA GRAVITY IRRIGATION LINE

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC PRESSURE IRRIGATION EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PROPOSED PRESSURE IRRIGATION SERVICE (SEE IRRIGATION PLAN)

PROPOSED PRESSURE IRRIGATION SERVICE (SEE IRRIGATION PLAN)

PROPOSED PRESSURE IRRIGATION MAIN (SEE IRRIGATION PLAN)

EXISTING 8" DIA GRAVITY IRRIGATION LINE

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC PRESSURE IRRIGATION EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PROPOSED PRESSURE IRRIGATION SERVICE (SEE IRRIGATION PLAN)

PROPOSED PRESSURE IRRIGATION SERVICE (SEE IRRIGATION PLAN)

PROPOSED PRESSURE IRRIGATION MAIN (SEE IRRIGATION PLAN)

EXISTING 8" DIA GRAVITY IRRIGATION LINE

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC PRESSURE IRRIGATION EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PROPOSED PRESSURE IRRIGATION SERVICE (SEE IRRIGATION PLAN)

PROPOSED PRESSURE IRRIGATION SERVICE (SEE IRRIGATION PLAN)

PROPOSED PRESSURE IRRIGATION MAIN (SEE IRRIGATION PLAN)

EXISTING 8" DIA GRAVITY IRRIGATION LINE

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT

PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT



June 14, 2016

Mr. Daniel Badger
City of Nampa - Engineering
411 Third Street South
Nampa, ID 83651

485 W. Main St, Suite B
PO Box 205
Kuna, Idaho 83634
(208) 466-8181
www.AspenEngineers.com

**Subject: Request for approval of Irrigation Plan and
Waivers of Subdivision Improvements for
JOPLIN VIEW SUBDIVISION
8016 Joplin Rd
Nampa, Canyon County, Idaho**

Dear Mr. Badger:

As we discussed on the phone yesterday I am working designing a small rural subdivision known as "Joplin View Subdivision" that located at 8016 Joplin Rd in Nampa, Canyon County, Idaho. The property is located at the northwest corner of Joplin Road and Franklin Road north of Nampa. This 9.8 acre property will be developed into a 4 lot rural subdivision with a minimum lot size of 2 acres. The property is located with the Nampa City Impact area and is about 1 mile north of the current City limits.

I have enclosed copies of the proposed preliminary plat, final plat and irrigation plat that show the proposed location and size and configuration of the proposed lots.

On behalf of the owners, John and Kristie Cotner, we would like to request that the City approve the irrigation plan for the development and approve waivers of typical subdivision improvements.

IRRIGATION

The property has surface irrigation rights from Pioneer Irrigation District. The point of delivery for irrigation water for property is an existing headgate from the 5.17 Lateral that is located near the northeast corner of the property.

Historically, irrigation water was piped from this headgate to a shallow ditch located on the west side of the old house located near the east side of the property. Water would flow from this ditch and irrigate the pasture located on the west side of the house. Due to elevation and water constraints, it has been difficult for irrigation water to reach the west end of the property, which the former owner stated has resulted in very minimal plant growth. There appears to be some existing pipes located near the northwest and southwest corners of the property to convey excess water, but they don't appear to convey water very often.

The buried 5.17 Lateral and the Caldwell High Line Canal form the northern boundary of the development. These facilities are owned and maintained by Pioneer Irrigation District and will be contained in an easement that extends 15' from the south side of the 5.17 Lateral to the north property line. No construction or building is anticipated or proposed in this easement, with the exception of an overflow line that we are proposing that will convey excess irrigation water from the

Daniel Badger
City of Nampa - Engineering
June 14, 2016
Page 2 of 3



Irrigation pump station down to the High Line Canal.

As shown on the enclosed irrigation plan, we are proposing to continue to use the same point of delivery, but the ditch on the west side of the house will be abandoned. Instead the irrigation water will be piped to an irrigation pump station located near the northeast corner of lot 3. This pump station will be used to supply a 4" diameter pressure irrigation main located in the northern portion of the lots, but likely outside Pioneer's easement. As shown on the irrigation plan each lot will have their own pressure irrigation service connection which can serve the landscape, pastures or crops the future lot owners will install on their 2 acre properties.

The ditchrider for Pioneer anticipates that they can provide approximately 10 miners inches of water (during a normal water year) nearly continuously during the irrigation season. The small but relatively constant supply of water would enable the development of an irrigation pumping system that we anticipate could provide about 90 gallons per minute. This will provide a much more reliable source and ability to better irrigate the property that the current gravity system which currently struggles to supply water to the west end of the property.

Although it is not required for operation of the pressure irrigation system, if soil conditions at the proposed pump station location are suitable, we are also considering constructing a small irrigation pond which may be used to hold irrigation water in the event that Pioneer's delivery is shut down for a short period of time. The size of the pond shown on the irrigation plan can store about 1.2 times the anticipated daily irrigation flow to the pump station. If the construction of a pond is not feasible due to soils with fast infiltration rates, then the irrigation water will be piped to the pump station, and excess water will bypass the station and be piped down to the High Line.

WAIVERS OF SUBDIVISION IMPROVEMENTS

The proposed lots will continue use the existing adjacent streets for access and no new streets are proposed. Based on our communication with Canyon Highway District No. 4, the plats shown that we are dedicating 50' along the east side of the subdivision for Franklin Rd which is the section line road. The plats also show that for Joplin Rd we are proposing to dedicate 40' along the south boundary of Lots 1 and 2, and 50' along the south boundary of Lots 3 and 4. These widths requested by Canyon Highway will help preserve the right-of-way in the event they need to improve the intersection of Joplin and Franklin in the future.

Canyon Highway indicated that due to the large size of the propose lots, each property could have their own driveways to the existing roads. We anticipate that Lots 1, 2 and 3 will have driveways accessing Joplin Rd and Lot 4 will have a driveway accessing Franklin Rd. The location of the driveways will be determined in conjunction with the Highway District as each lot develops.

Due to the location of the property and the size and nature of rural lots in this development, we are asking that the City Council approve waivers of the typical subdivision improvements (e.g., curbs, gutters, sidewalks, streetlights, perimeter landscaping and fencing).

CONCLUSION

Daniel Badger
City of Nampa - Engineering
June 14, 2016
Page 3 of 3



We believe that the proposed pressure irrigation system will be superior to the existing gravity system since it will allow the buildable portions of the property to be irrigated, instead of the struggles to irrigation the west portion of the property that the current gravity system has. It also meets the intent of state code to provide irrigation water to the lots.

We believe that the lot configuration and 2 acre size shown on the preliminary and final plat take into account the size of the adjoining properties and create parcels that are compatible with the area and fit in the rural nature that supports these size of lots. In addition to a house, these 2 acre lots can provide pastures, animals, and associated features that people seeking a rural lifestyle are drawn to. Therefore the need for subdivision improvements (e.g. curbs, gutters, sidewalks, streetlights, perimeter landscaping and fencing) for this type of development should not be required.

Feel free call me at (208) 466-8181 if you have any questions or need additional information.

Respectfully,

Aspen Engineers, Chartered

A handwritten signature in black ink, appearing to read "Lance Warnick".

Lance Warnick, P.E.
Principal Engineer

cc: Aspen 16014

BID AWARD ZONE B PIPE REPAIRS – CIPP

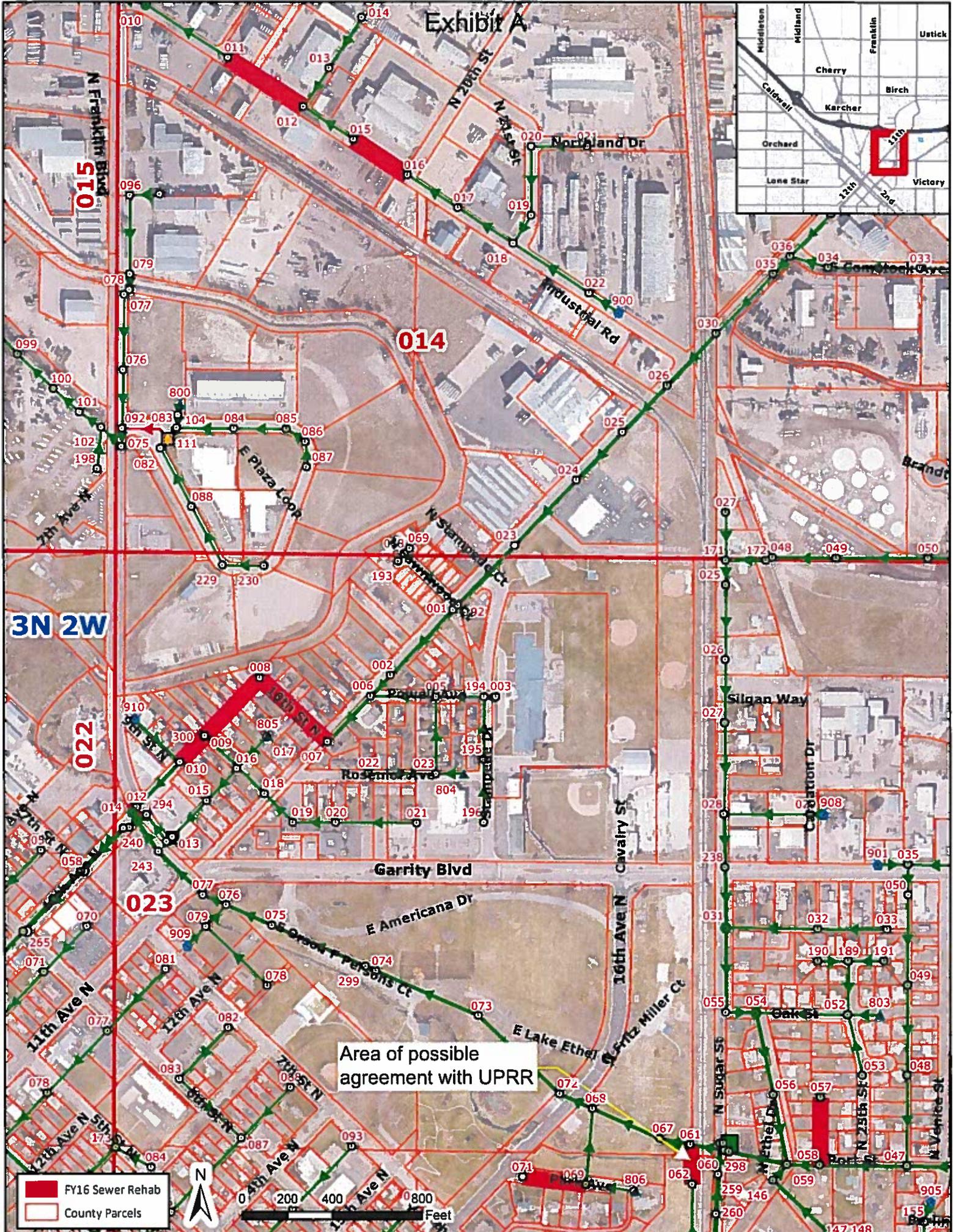
- Each year as part of the City’s Asset Management program the Wastewater Division identifies sanitary sewer lines and infrastructure that are in need of rehabilitation or replacement.
- For FY16 the Wastewater Division identified 2,400 feet (0.45 miles) sanitary sewer line in need of rehabilitation (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.
- The City solicited formal bids for the project in accordance with I.C. § 67-2805(3) and one (1) contractor(s) responded with the following bid(s):
 - 1) Pipeline Inspection Services, Inc. \$182,835.75
- The Zone B Pipe Repairs-CIPP project has an approved amended FY16 Wastewater Division budget of \$450,000. The budget was amended at the March 7, 2016 City Council Meeting.

Engineering	\$ 49,799
<i>Construction Observation Estimate</i>	\$ 18,284
Construction Bid	\$ 182,836
Total	\$ 250,918

- JUB has provided a recommendation to award and the Engineering Division recommends awarding the bid to Pipeline Inspection Services, Inc.

REQUEST: Authorize the Mayor to sign a contract with Pipeline Inspection Services, Inc. to construct the Zone B Pipe Repairs – CIPP project.

Exhibit A



Area of possible agreement with UPRR

FY16 Sewer Rehab
County Parcels



0 200 400 800 Feet

**AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL
AND TERMINATE LEASE – LOT # 2016**

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the "Agreement") is made and entered into this 18th day of July, 2016, between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor") and Mad River, LLC("Lessee").

WHEREAS, on or about January 21, 2016 Lessor and Lessee entered into a Standard Land Lease ("Lease) for a 50'w x 60'd hangar improvement on Lot #2016 (the "improvement"), at the Nampa Municipal Airport; and

WHEREAS, the Lease contained a right of first refusal in favor of the Lessor; and

WHEREAS, on June 15, 2016 Lessor received from Lessee a Notice offering to sell the improvement to it for the sum of \$155,654.00

NOW THEREFORE, Lessor and Lessee hereby covenant and agree as follows, to-wit:

1. Lessor waives the first right of refusal to purchase the improvement granted to it under the Lease, and declines the offer to purchase said improvement pursuant to the Notice which it received from Lessee on June 15, 2016.

2. Lessor and Lessee agree to terminate the Lease effective July 19, 2016; this termination is specifically contingent upon the sale of the improvement by Lessee to a third party.

"LESSOR"

CITY OF NAMPA

By: _____
Mayor

Attest: _____
City Clerk

By: _____
Airport Superintendent

"LESSEE"

Mad River, LLC

By: _____
Member

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #2016 IMPROVEMENTS PURCHASED FROM MAD RIVER, LLC

LESSEE:
ROBERT MINTER
5224 SOUTH VALLEY STREET
BOISE, ID 83709

LESSOR:
CITY OF NAMPA
c/o AIRPORT SUPERINTENDENT
116 MUNICIPAL DRIVE
NAMPA, ID 83687

EFFECTIVE TERM:
JULY 19, 2016 – JULY 31, 2036

This lease agreement (the "Agreement") is entered into this 18th day of July, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **ROBERT MINTER** ("Lessee"). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

Whereas, Lessor now owns, controls, and operates the Nampa Municipal Airport (the "Airport"), in the City of Nampa, County of Canyon, State of Idaho; and

Whereas, Lessor has authority to enter into tenant agreements for the purpose of leasing property to accommodate public use of the Airport; and

Whereas, Lessee desires to lease a parcel of Airport property;

Therefore, in consideration of the rental payments, promises, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term of Agreement.

The term of this lease shall commence on **July 19, 2016** (the "Effective Date"), and continue for a period of twenty (20) years from the effective date of this lease, terminating on **July 31, 2036**.

2. Renewal Option.

The Lessee shall have the right to renew this lease for one ten (10) year extension subject to and contingent upon the Lessee giving written notice to the Lessor not sooner than one (1) year and not less than one hundred and twenty (120) days prior to the termination date of this Agreement. Additional renewals may occur upon mutual agreement of the Parties. Lessor reserves the right to re-negotiate terms and conditions of this Agreement upon any renewal according to current market conditions.

3. Premises Leased.

During the total period of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A, attached hereto and incorporated herein by reference as set forth in full, together with the right of ingress and egress for Lessee's designated personnel, and for both vehicles and aircraft.

4. Premises Use.

The development and/or use of any Premises located within the current or future boundaries of the Nampa Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Regulations. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all): **AIRCRAFT STORAGE**.

It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport

Rules and Regulations, Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

Furthermore, it is understood by both parties that nonaeronautical uses and storage are not permitted at the Nampa Municipal Airport, and that if Lessee is found to be conducting a nonaeronautical use upon the leased premises, said activity shall be grounds for breach and default under this agreement. For all purposes, the term "Nonaeronautical Use" shall be construed consistently with how the term is used and defined on an ongoing basis by the FAA. To assist the parties in understanding how that term has been defined at or near the time of execution of this document, as of September 30, 2009, under Order 5190.6B, the Director of the Airport Compliance and Field Operations Division (ACO-1) has defined "Aeronautical Use" as "all activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses." Order 5190.6B at § 18.3(a). Order 5190.6B then provides that "All other uses of the airport are considered nonaeronautical." Order 5190.6B at § 18.3(c).

5. Construction and Improvements; Subsequent Modifications, Alterations and Add-ons.

During the total period of this Agreement, it is agreed and understood that the Lessee intends to construct, at Lessee's sole expense, structures and ground improvements upon said leased Premises, which said construction shall be subject to the following conditions:

a. Construction shall be completed on each and every lot or lots leased by Lessee no later than six (6) months from the Effective Date of this agreement. Construction shall be deemed complete when the hangar or structure is eligible for or in receipt of a certificate of occupancy. If Lessee does not complete construction, except for reasons which the Lessor agrees to be beyond Lessee's control, this lease will terminate on the six (6) month anniversary of the Effective Date. If, however, prior to the six (6) month anniversary of the Effective Date, Lessee requests in writing an extension of time in which to complete construction already commenced and substantially underway, Lessor may grant an extension of time, not to exceed one hundred twenty (120) days, in which to complete said construction. If construction is commenced but not completed during the initial six (6) month period or an extension thereof, any structure or improvements remaining on the leased premises shall be dealt with in accordance with Section 9 below.

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities shall comply with and be subject to all applicable laws and ordinances of the City of Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect,

and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

c. Any additions or alterations to any structure located on the leased premises shall be reviewed and approved in writing by the Airport Superintendent before commencement of construction, and may require, among other things, the obtaining of a building permit from the City of Nampa and/or FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

6. Rental Payments.

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be **25.4 cents** per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.

7. Annual and Periodic Rental Adjustments.

The rent will be automatically increased annually, effective January 1, according to the percentage increase of the Consumer Price Index – US City Average, All Items (CPI-U, Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The automatic annual increase shall be calculated as follows: Current Year's Rent = Last Year's Rent x (Current CPI-U/Last Year's CPI-U).

8. Rights and Obligations of Lessee.

- a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.
- b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.
- c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan. All Rules and Regulations now in existence, or as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.
- d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.
- e) Outside storage on the leased area, which in the opinion of the Airport Superintendent creates unsightly or dangerous conditions, shall not be allowed.
- f) Lessee shall not permit any person to use any part of the Premises for residential use.

- g) Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

9. Termination of Agreement & Option to Purchase Improvements.

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, Lessee shall remove its personal property, including structures or buildings, and restore the premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar (\$1.00).

(b) Lessee, when tendered the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee's obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee's property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

10. First Right of Refusal.

Upon expiration or termination of this Agreement or any renewal of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of structures and/or improvements specified in this agreement, the Lessor shall have a first right of refusal to purchase or accept transfer of such structures or improvements. Lessor may transfer this first right of refusal to a new lessee of the Premises. Lessee shall give notice to Lessor advising of any such proposed sale or transfer and its price and terms. Lessor shall have ninety (90) days from receipt of such notice to exercise its first right of refusal and complete a purchase or receive a transfer upon identical terms.

11. Termination; Default.

(a) In any of the following events which shall constitute "events of default," Lessor shall have the right at Lessor's election, immediately to terminate this agreement, or to terminate Lessee's tenancy hereunder:

1. Lessee shall fail to pay rent in the amounts and at the times and in the manner provided herein, and that failure shall continue for sixty (60) or more days after written notice of it shall have been given to Lessee.

2. Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and that adjudication be not stayed or vacated within sixty (60) days later, or the interest of Lessee under this agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this agreement, and such appointment has not been vacated within sixty (60) days later.

3. Lessee shall vacate or abandon the premises, or any portion thereof, or shall permit them to remain vacant or unoccupied without first obtaining consent of Lessor.

4. Lessee shall fail to observe any other provision of this agreement after sixty (60) days written notice given by Lessor of such failure.

In the event of notification of default by Lessor to Lessee, Lessee shall pay, in addition to all arrearages as may exist under the notice of default, the reasonable attorney fees incurred by Lessor in determination of the default and notification to the defaulting Lessee.

(b) Upon the occurrence of any of the events of uncured, material default specified herein, Lessee's right to possession of the leased premises shall, at the Lessor's option, terminate and Lessee shall surrender possession immediately. In that event Lessee grants to Lessor full license to enter into the premises, or any part of them, to take possession with or without process of law, and to remove Lessee or any other person who may be occupying the premises, or any part of them, and Lessor may use that force in removing Lessee and that other person as may reasonably be necessary. And Lessor may repossess itself of the premises as of its former estate, but that entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor waiver of any agreement or promise in this lease that is to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of that termination or any act incident to it.

At its option, Lessor may terminate this agreement for any uncorrected default. Lessor may sue for all damages and rent accrued or accruing under this agreement or arising out of any breach of it.

If it so elects, Lessor may pursue any other remedies provided by law for the breach of this agreement or any of its terms or conditions. No right or remedy conferred here on or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this agreement by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to

act or of any other right here given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved here during the balance of the term of this agreement shall not be deemed to be waived, released or terminated by the service of any sixty (60) day notice, other notice to collect, demand for possession, or notice that the tenancy here created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect any rent due from Lessee, and payment or receipt of that rent shall not waive or affect any notice, demand or suit, or in any manner waive, affect, change, modify or alter any rights or remedies Lessor may have by virtue of this lease agreement.

Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining lawful possession of the leased premises from Lessee, including reasonable attorney fees and costs, and to pay such other expenses as the Lessor may incur in putting the premises in good order and condition as herein provided, and also to pay all other necessary expenses or commissions paid by Lessor in re-leasing the premises.

12. Assignments, Transfers and Subleases.

This Agreement, in whole or any part thereof, may not be assigned or transferred by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. Lessee may not sublease all or any portion of its interest in this Agreement unless written notice of said sublease is given to Lessor, said notice providing the name and contact information for any such subtenant. No permitted assignment, transfer or sublease shall releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement, unless otherwise agreed to in writing between the parties. Any permitted assignment or transfer, and all subleases, must comply with all terms and conditions of this Agreement.

- Lessor may, at its option, terminate this Agreement upon any assignment or transfer of any interest herein without the Lessor's prior written consent, or for any sublease for which proper notice has not been given to Lessor. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises' use (see paragraph 4) without the Lessor's prior written consent.
- Lessor may, at its option, terminate this Agreement in the event **ROBERT MINTER** shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

13. Future Construction by Lessor.

The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original

condition by the Lessor. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said inconvenience, ONLY if Lessee is unable to access Lessee's hangar for a period longer than thirty (30) days.

14. Future Improvements by Lessee.

The installation and maintenance of any future improvements to the Premises by Lessee shall first be agreed upon in an amendment or modification to this Agreement.

15. Hazardous Substances.

Lessee shall not engage, and shall not permit others to engage in an operation on the premises that involves the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of any "hazardous substances" without the prior written consent of Lessor, which may be withheld or granted at Lessor's sole discretion. As used herein, the term "hazardous substance" means any hazardous or toxic substance, material, or waste which is, or becomes regulated by any federal, state, county, or local governmental agency. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

16. COMPLIANCE WITH LAWS AND REGULATIONS.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and/or enforced by Lessor or by other proper authority having jurisdiction over the conduct of operations at the airport, and to do all things necessary to stay or become in compliance with the same. Lessee further specifically agrees to comply with all requirements of the FAA, including but not limited to, those requirements originating out of the City of Nampa's relationship with the FAA, or which find their origin in relation to grants or other contractual arrangements between the City of Nampa and the FAA. Lessor reserves the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow to conform with any changes in Municipal, State or Federal laws, rules, regulations and ordinances. If at any time it is discovered that the provisions of this lease violate or are in any way inconsistent with current or later enacted Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease agreement consistent therewith. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

17. Utilities.

Lessee shall be responsible for all utilities to the Premises. Lessee shall pay for the hookup fees and all monthly fees for such utilities. Lessee is responsible for garbage collection used in or

about said premises at Lessee's own cost and expense. Lessee shall pay for any initial hookup fees and shall pay any assessment fees levied for such irrigation water.

18. Taxes and Assessments.

During the total period of this Agreement, Lessor shall pay all taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof; and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property, promptly, as the same become due.

19. Fire Hazards.

The Lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations. Unless otherwise noted in Section 31, below, **NO FUEL MAY BE STORED ON THE PREMISES.**

20. Labor Contracts and Employees.

The parties hereto expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

21. Right of Inspection; Emergency.

Lessor reserves the right to enter upon the leased premises upon forty-eight (48) hours prior written notice to Lessee for the purpose of making any inspection necessary to the proper enforcement of the covenants and conditions of this agreement. Such notice shall not be necessary in the case of an emergency affecting life or property, or if Lessor suspects that Lessee has abandoned the premises.

22. Waste Prohibited.

Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

23. Liability.

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss,

damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee. This paragraph 21 does not cover intentional acts by Lessor or its employees.

24. Liability Insurance.

If Lessee will be acting as a Fixed Base Operator, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **\$1,000,000 each occurrence \$2,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance," all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance. Lessee understands and agrees that if the Airport Minimum Standards or Rules and Regulations, or any subsequent modifications or amendments thereto, require Lessee (due to Lessee's particular category of Fixed Base Operator) to procure insurance in an amount exceeding the limits noted above, Lessee shall procure and maintain insurance in said greater amounts.

If Lessee will solely be occupying the leased premises for private, non-commercial aircraft storage, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **\$500,000 each occurrence \$1,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance," all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance.

25. Attorney's Fees.

In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

26. Notices.

All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at address listed immediately below, or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

Lessor

Nampa Municipal Airport
c/o Airport Superintendent
116 Municipal Drive
Nampa, ID 83687

Lessee

Robert Minter
5224 South Valley Street
Boise, ID 83709

27. Maintenance.

Lessee shall have sole responsibility for maintenance of the leased Premises, adjacent apron, and any associated improvements and/or structures during the total period of this Agreement. Maintenance shall specifically include landscaping and required maintenance (i.e. crack sealing and resurfacing) of the asphalt area as needed, but at least once every five (5) years. Lessee shall maintain all surfaces not covered by asphalt or concrete in a weed free condition and restrict parking from said area unless the area has been excavated to the proper subgrade and backfilled with an amount of gravel as specified by the Lessor.

28. Civil Rights Provisions.

The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

29. Amendments and Modification.

This Agreement may be amended and/or modified by a written instrument signed, dated, and notarized by both Lessor and Lessee. However, Lessor reserves the right to amend this lease upon giving Lessee 180 days written notice of such amendment or modification, so long as the amendment or modification is necessary to comply with FAA rules or regulations other Federal or State regulations governing the use of Airports, or to bring this lease agreement into compliance with Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or any obligation the City of Nampa may have with respect to the FAA. Any amendment or modification shall take place on the Anniversary Date of this lease. In the event Lessee does not agree to such amendment or modification, this lease shall terminate following the expiration of 180 days prior written notice of such changes or amendments. Any modification to this lease shall be attached to or become a part of this lease, and any such amendment or modification shall be signed and dated by both Lessor and Lessee.

30. Binding Effect.

The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

31. Special Provisions.

The use and occupancy of the land shall be subject to the following special provisions:

- Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12 month period) housed on the leased premises to the Airport Superintendent's office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft's owner(s), the aircraft make and model, and aircraft registration numbers.
- Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a \$100 fee for administrative expenses related to the development, review, and approval of the Amendment.

32. Recording.

The parties hereto agree that they will not record a copy of this Agreement, Lessee's occupancy of said Premises being notice of Lessee's interest therein, provided however, that a memorandum of lease may be recorded.

33. Prohibition Against Exclusive Rights.

In accordance with the FAA Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, *et seq.*, 49 U.S.C. § 40103(e), and other federal law, rules, regulations and orders governing the use and operation of airports, and the Airport Improvement Program (AIP) and other grant assurances, nothing contained herein shall be construed to authorize the granting, either directly or indirectly, of an "exclusive right," as that term is used in the above cited authority. To the extent any term or condition of this lease or any other agreement, express or implied, between the Lessee and Lessor can be considered to grant an exclusive right in violation of the above-cited authority, the parties agree that said term or condition shall be treated as null and void *ab initio*.

34. Conflict of Provisions of Lease.

In the event there is any conflict between the provisions of this lease and the applicable Minimum Standards and/or Airport Rules and Regulations, unless otherwise specifically noted in this lease, the applicable Minimum Standards and Rules and Regulations shall control over the terms and conditions of this lease.

In Witness Whereof

The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

Lessor:

The City of Nampa

By:

Mayor

Attest:

City Clerk

By:

Airport Superintendent

Lessee:

By:

Robert Minter

By:

Personal Guarantee.

Performance of the terms of this Lease Agreement by Lessee is personally guaranteed by the undersigned personal guarantor(s).

By:

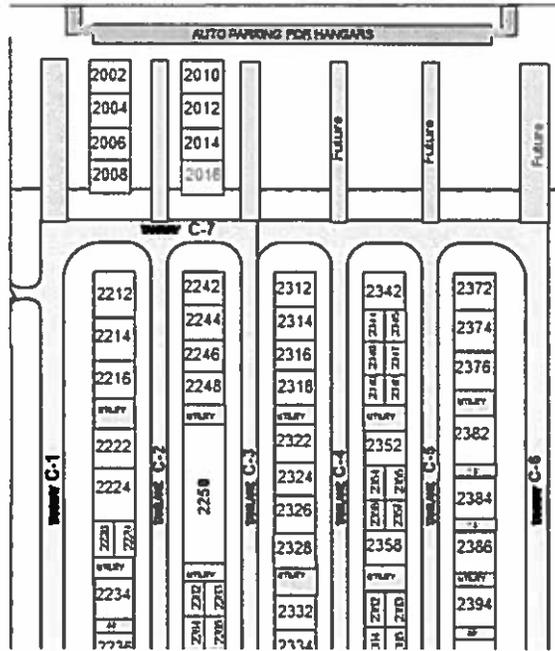
Robert Minter

Date

By:

Date

Exhibit A



Airport Lot #2016: 50' wide x 60' deep = 3000 square foot at **\$0.254** per square foot
 = \$762.00 per year (rounded).

Payment by Mad River, LLC for 2016 will be transferred. No additional payment due for 2016.

PARCEL DESCRIPTION

Date: November 30, 2012

**Nampa Municipal Airport
Lease Parcel 2016**

A parcel of land located in the SW1/4 NE1/4 of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the C1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 200404450), from which the E1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 9635850), bears South 89°27'56" East, a distance of 2642.07 feet;

Thence North 21°47'03" East, a distance of 1301.73 feet;

Thence South 00°00'00" East, a distance of 150.00 feet to the POINT OF BEGINNING;

Thence North 90°00'00" East, a distance of 60.00 feet;

Thence South 00°00'00" East, a distance of 50.00 feet;

Thence South 90°00'00" West, a distance of 60.00 feet;

Thence North 00°00'00" East, a distance of 50.00 feet to the POINT OF BEGINNING.

The above described parcel contains 3,000 square feet or 0.069 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

Kevin M. Borah, P.L.S.
End of Description



License No. 10561

**AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL
AND TERMINATE LEASE – LOT # 2012**

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the "Agreement") is made and entered into this 18th day of July, 2016, between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor") and Mad River, LLC("Lessee").

WHEREAS, on or about January 21, 2016 Lessor and Lessee entered into a Standard Land Lease ("Lease") for a 50'w x 60'd hangar improvement on Lot #2012 (the "improvement"), at the Nampa Municipal Airport; and

WHEREAS, the Lease contained a right of first refusal in favor of the Lessor; and

WHEREAS, on June 15, 2016 Lessor received from Lessee a Notice offering to sell the improvement to it for the sum of \$140,799.00

NOW THEREFORE, Lessor and Lessee hereby covenant and agree as follows, to-wit:

1. Lessor waives the first right of refusal to purchase the improvement granted to it under the Lease, and declines the offer to purchase said improvement pursuant to the Notice which it received from Lessee on June 15, 2016.

2. Lessor and Lessee agree to terminate the Lease effective July 19, 2016; this termination is specifically contingent upon the sale of the improvement by Lessee to a third party.

"LESSOR"

CITY OF NAMPA

By: _____
Mayor

Attest: _____
City Clerk

By: _____
Airport Superintendent

"LESSEE"

Mad River, LLC

By: _____
Member

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #2012 IMPROVEMENTS PURCHASED FROM MAD RIVER, LLC

LESSEE:

CHARLES JONES AND/OR SUZANNE PAISLEY
35 EAST 7000 NORTH
TETONIA, ID 83452

LESSOR:

CITY OF NAMPA
c/o AIRPORT SUPERINTENDENT
116 MUNICIPAL DRIVE
NAMPA, ID 83687

EFFECTIVE TERM:

JULY 19, 2016 – JULY 31, 2036

This lease agreement (the "Agreement") is entered into this 18th day of July, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **CHARLES JONES AND/OR SUZANNE PAISLEY** ("Lessee"). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

Whereas, Lessor now owns, controls, and operates the Nampa Municipal Airport (the "Airport"), in the City of Nampa, County of Canyon, State of Idaho; and

Whereas, Lessor has authority to enter into tenant agreements for the purpose of leasing property to accommodate public use of the Airport; and

Whereas, Lessee desires to lease a parcel of Airport property;

Therefore, in consideration of the rental payments, promises, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term of Agreement.

The term of this lease shall commence on **July 19, 2016** (the "Effective Date"), and continue for a period of twenty (20) years from the effective date of this lease, terminating on **July 31, 2036**.

2. Renewal Option.

The Lessee shall have the right to renew this lease for one ten (10) year extension subject to and contingent upon the Lessee giving written notice to the Lessor not sooner than one (1) year and not less than one hundred and twenty (120) days prior to the termination date of this Agreement. Additional renewals may occur upon mutual agreement of the Parties. Lessor reserves the right to re-negotiate terms and conditions of this Agreement upon any renewal according to current market conditions.

3. Premises Leased.

During the total period of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A, attached hereto and incorporated herein by reference as set forth in full, together with the right of ingress and egress for Lessee's designated personnel, and for both vehicles and aircraft.

4. Premises Use.

The development and/or use of any Premises located within the current or future boundaries of the Nampa Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Regulations. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all): **AIRCRAFT STORAGE**.

It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and

aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport Rules and Regulations, Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

Furthermore, it is understood by both parties that nonaeronautical uses and storage are not permitted at the Nampa Municipal Airport, and that if Lessee is found to be conducting a nonaeronautical use upon the leased premises, said activity shall be grounds for breach and default under this agreement. For all purposes, the term "Nonaeronautical Use" shall be construed consistently with how the term is used and defined on an ongoing basis by the FAA. To assist the parties in understanding how that term has been defined at or near the time of execution of this document, as of September 30, 2009, under Order 5190.6B, the Director of the Airport Compliance and Field Operations Division (ACO-1) has defined "Aeronautical Use" as "all activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses." Order 5190.6B at § 18.3(a). Order 5190.6B then provides that "All other uses of the airport are considered nonaeronautical." Order 5190.6B at § 18.3(c).

5. Construction and Improvements; Subsequent Modifications, Alterations and Add-ons.

During the total period of this Agreement, it is agreed and understood that the Lessee intends to construct, at Lessee's sole expense, structures and ground improvements upon said leased Premises, which said construction shall be subject to the following conditions:

a. Construction shall be completed on each and every lot or lots leased by Lessee no later than six (6) months from the Effective Date of this agreement. Construction shall be deemed complete when the hangar or structure is eligible for or in receipt of a certificate of occupancy. If Lessee does not complete construction, except for reasons which the Lessor agrees to be beyond Lessee's control, this lease will terminate on the six (6) month anniversary of the Effective Date. If, however, prior to the six (6) month anniversary of the Effective Date, Lessee requests in writing an extension of time in which to complete construction already commenced and substantially underway, Lessor may grant an extension of time, not to exceed one hundred twenty (120) days, in which to complete said construction. If construction is commenced but not completed during the initial six (6) month period or an extension thereof, any structure or improvements remaining on the leased premises shall be dealt with in accordance with Section 9 below.

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities

shall comply with and be subject to all applicable laws and ordinances of the City of Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

c. Any additions or alterations to any structure located on the leased premises shall be reviewed and approved in writing by the Airport Superintendent before commencement of construction, and may require, among other things, the obtaining of a building permit from the City of Nampa and/or FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

6. Rental Payments.

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be **25.4 cents** per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.

7. Annual and Periodic Rental Adjustments.

The rent will be automatically increased annually, effective January 1, according to the percentage increase of the Consumer Price Index – US City Average, All Items (CPI-U, Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The automatic annual increase shall be calculated as follows:
Current Year's Rent = Last Year's Rent x (Current CPI-U/Last Year's CPI-U).

8. Rights and Obligations of Lessee.

- a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.
- b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.
- c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan. All Rules and Regulations now in existence, or as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.
- d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.
- e) Outside storage on the leased area, which in the opinion of the Airport Superintendent

creates unsightly or dangerous conditions, shall not be allowed.

- f) Lessee shall not permit any person to use any part of the Premises for residential use.
- g) Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

9. Termination of Agreement & Option to Purchase Improvements.

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, Lessee shall remove its personal property, including structures or buildings, and restore the premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar (\$1.00).

(b) Lessee, when tendered the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee's obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee's property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

10. First Right of Refusal.

Upon expiration or termination of this Agreement or any renewal of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of structures and/or improvements specified in this agreement, the Lessor shall have a first right of refusal to purchase or accept transfer of such structures or improvements. Lessor may transfer this first right of refusal to a new lessee of the Premises. Lessee shall give notice to Lessor advising of any such proposed sale or transfer and its price and terms. Lessor shall have ninety (90) days from receipt of such notice to exercise its first right of refusal and complete a purchase or receive a transfer upon identical terms.

11. Termination; Default.

(a) In any of the following events which shall constitute "events of default," Lessor shall have the right at Lessor's election, immediately to terminate this agreement, or to terminate Lessee's tenancy hereunder:

1. Lessee shall fail to pay rent in the amounts and at the times and in the

manner provided herein, and that failure shall continue for sixty (60) or more days after written notice of it shall have been given to Lessee.

2. Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and that adjudication be not stayed or vacated within sixty (60) days later, or the interest of Lessee under this agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this agreement, and such appointment has not been vacated within sixty (60) days later.

3. Lessee shall vacate or abandon the premises, or any portion thereof, or shall permit them to remain vacant or unoccupied without first obtaining consent of Lessor.

4. Lessee shall fail to observe any other provision of this agreement after sixty (60) days written notice given by Lessor of such failure.

In the event of notification of default by Lessor to Lessee, Lessee shall pay, in addition to all arrearages as may exist under the notice of default, the reasonable attorney fees incurred by Lessor in determination of the default and notification to the defaulting Lessee.

(b) Upon the occurrence of any of the events of uncured, material default specified herein, Lessee's right to possession of the leased premises shall, at the Lessor's option, terminate and Lessee shall surrender possession immediately. In that event Lessee grants to Lessor full license to enter into the premises, or any part of them, to take possession with or without process of law, and to remove Lessee or any other person who may be occupying the premises, or any part of them, and Lessor may use that force in removing Lessee and that other person as may reasonably be necessary. And Lessor may repossess itself of the premises as of its former estate, but that entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor waiver of any agreement or promise in this lease that is to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of that termination or any act incident to it.

At its option, Lessor may terminate this agreement for any uncorrected default. Lessor may sue for all damages and rent accrued or accruing under this agreement or arising out of any breach of it.

If it so elects, Lessor may pursue any other remedies provided by law for the breach of this agreement or any of its terms or conditions. No right or remedy conferred here on or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this agreement by Lessee, or the giving or making of

any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right here given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved here during the balance of the term of this agreement shall not be deemed to be waived, released or terminated by the service of any sixty (60) day notice, other notice to collect, demand for possession, or notice that the tenancy here created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect any rent due from Lessee, and payment or receipt of that rent shall not waive or affect any notice, demand or suit, or in any manner waive, affect, change, modify or alter any rights or remedies Lessor may have by virtue of this lease agreement.

Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining lawful possession of the leased premises from Lessee, including reasonable attorney fees and costs, and to pay such other expenses as the Lessor may incur in putting the premises in good order and condition as herein provided, and also to pay all other necessary expenses or commissions paid by Lessor in re-leasing the premises.

12. Assignments, Transfers and Subleases.

This Agreement, in whole or any part thereof, may not be assigned or transferred by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. Lessee may not sublease all or any portion of its interest in this Agreement unless written notice of said sublease is given to Lessor, said notice providing the name and contact information for any such subtenant. No permitted assignment, transfer or sublease shall releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement, unless otherwise agreed to in writing between the parties. Any permitted assignment or transfer, and all subleases, must comply with all terms and conditions of this Agreement.

- Lessor may, at its option, terminate this Agreement upon any assignment or transfer of any interest herein without the Lessor's prior written consent, or for any sublease for which proper notice has not been given to Lessor. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises' use (see paragraph 4) without the Lessor's prior written consent.
- Lessor may, at its option, terminate this Agreement in the event **Charles Jones and/or Suzanne Paisley** shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

13. Future Construction by Lessor.

The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The

Lessor also retains the entire leased area outside the structures as a general utility easement and any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said inconvenience, ONLY if Lessee is unable to access Lessee's hangar for a period longer than thirty (30) days.

14. Future Improvements by Lessee.

The installation and maintenance of any future improvements to the Premises by Lessee shall first be agreed upon in an amendment or modification to this Agreement.

15. Hazardous Substances.

Lessee shall not engage, and shall not permit others to engage in an operation on the premises that involves the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of any "hazardous substances" without the prior written consent of Lessor, which may be withheld or granted at Lessor's sole discretion. As used herein, the term "hazardous substance" means any hazardous or toxic substance, material, or waste which is, or becomes regulated by any federal, state, county, or local governmental agency. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

16. COMPLIANCE WITH LAWS AND REGULATIONS.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and/or enforced by Lessor or by other proper authority having jurisdiction over the conduct of operations at the airport, and to do all things necessary to stay or become in compliance with the same. Lessee further specifically agrees to comply with all requirements of the FAA, including but not limited to, those requirements originating out of the City of Nampa's relationship with the FAA, or which find their origin in relation to grants or other contractual arrangements between the City of Nampa and the FAA. Lessor reserves the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow to conform with any changes in Municipal, State or Federal laws, rules, regulations and ordinances. If at any time it is discovered that the provisions of this lease violate or are in any way inconsistent with current or later enacted Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease agreement consistent therewith. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

17. Utilities.

Lessee shall be responsible for all utilities to the Premises. Lessee shall pay for the hookup fees and all monthly fees for such utilities. Lessee is responsible for garbage collection used in or about said premises at Lessee's own cost and expense. Lessee shall pay for any initial hookup fees and shall pay any assessment fees levied for such irrigation water.

18. Taxes and Assessments.

During the total period of this Agreement, Lessor shall pay all taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof; and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property, promptly, as the same become due.

19. Fire Hazards.

The Lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations. Unless otherwise noted in Section 31, below, **NO FUEL MAY BE STORED ON THE PREMISES.**

20. Labor Contracts and Employees.

The parties hereto expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

21. Right of Inspection; Emergency.

Lessor reserves the right to enter upon the leased premises upon forty-eight (48) hours prior written notice to Lessee for the purpose of making any inspection necessary to the proper enforcement of the covenants and conditions of this agreement. Such notice shall not be necessary in the case of an emergency affecting life or property, or if Lessor suspects that Lessee has abandoned the premises.

22. Waste Prohibited.

Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

23. Liability.

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said

Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee. This paragraph 21 does not cover intentional acts by Lessor or its employees.

24. Liability Insurance.

If Lessee will be acting as a Fixed Base Operator, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **\$1,000,000 each occurrence \$2,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance," all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance. Lessee understands and agrees that if the Airport Minimum Standards or Rules and Regulations, or any subsequent modifications or amendments thereto, require Lessee (due to Lessee's particular category of Fixed Base Operator) to procure insurance in an amount exceeding the limits noted above, Lessee shall procure and maintain insurance in said greater amounts.

If Lessee will solely be occupying the leased premises for private, non-commercial aircraft storage, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **\$500,000 each occurrence \$1,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance," all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance.

25. Attorney's Fees.

In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

26. Notices.

All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at address listed immediately below, or to such other address as may be designated by writing delivered to the

other party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

Lessor

Nampa Municipal Airport
c/o Airport Superintendent
116 Municipal Drive
Nampa, ID 83687

Lessee

Charles Jones and/or Suzanne Paisley

Physical Address

35 East 7000 North

Tetonia, ID 83452

Mailing Address

PO BOX 326

Tetonia, ID 83452

27. Maintenance.

Lessee shall have sole responsibility for maintenance of the leased Premises, adjacent apron, and any associated improvements and/or structures during the total period of this Agreement. Maintenance shall specifically include landscaping and required maintenance (i.e. crack sealing and resurfacing) of the asphalt area as needed, but at least once every five (5) years. Lessee shall maintain all surfaces not covered by asphalt or concrete in a weed free condition and restrict parking from said area unless the area has been excavated to the proper subgrade and backfilled with an amount of gravel as specified by the Lessor.

28. Civil Rights Provisions.

The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

29. Amendments and Modification.

This Agreement may be amended and/or modified by a written instrument signed, dated, and notarized by both Lessor and Lessee. However, Lessor reserves the right to amend this lease upon giving Lessee 180 days written notice of such amendment or modification, so long as the amendment or modification is necessary to comply with FAA rules or regulations other Federal or State regulations governing the use of Airports, or to bring this lease agreement into compliance with Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or any obligation the City of Nampa may have with respect to the FAA. Any amendment or modification shall take place on the Anniversary Date of this lease. In the event Lessee does not agree to such amendment or modification, this lease shall

terminate following the expiration of 180 days prior written notice of such changes or amendments. Any modification to this lease shall be attached to or become a part of this lease, and any such amendment or modification shall be signed and dated by both Lessor and Lessee.

30. Binding Effect.

The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

31. Special Provisions.

The use and occupancy of the land shall be subject to the following special provisions:

- Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12 month period) housed on the leased premises to the Airport Superintendent's office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft's owner(s), the aircraft make and model, and aircraft registration numbers.
- Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a \$100 fee for administrative expenses related to the development, review, and approval of the Amendment.

32. Recording.

The parties hereto agree that they will not record a copy of this Agreement, Lessee's occupancy of said Premises being notice of Lessee's interest therein, provided however, that a memorandum of lease may be recorded.

33. Prohibition Against Exclusive Rights.

In accordance with the FAA Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, *et seq.*, 49 U.S.C. § 40103(e), and other federal law, rules, regulations and orders governing the use and operation of airports, and the Airport Improvement Program (AIP) and other grant assurances, nothing contained herein shall be construed to authorize the granting, either directly or indirectly, of an "exclusive right," as that term is used in the above cited authority. To the extent any term or condition of this lease or any other agreement, express or implied, between the Lessee and Lessor can be considered to grant an exclusive right in violation of the above-cited authority, the parties agree that said term or condition shall be treated as null and void *ab initio*.

34. Conflict of Provisions of Lease.

In the event there is any conflict between the provisions of this lease and the applicable Minimum Standards and/or Airport Rules and Regulations, unless otherwise specifically noted in this lease, the applicable Minimum Standards and Rules and Regulations shall control over the terms and

conditions of this lease.

In Witness Whereof

The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

Lessor:

The City of Nampa _____

By: _____
Mayor

Attest: _____
City Clerk

By: _____
Airport Superintendent

Lessee:

By: _____
Charles Jones

By: _____
Suzanne Paisley

Personal Guarantee.

Performance of the terms of this Lease Agreement by Lessee is personally guaranteed by the undersigned personal guarantor(s).

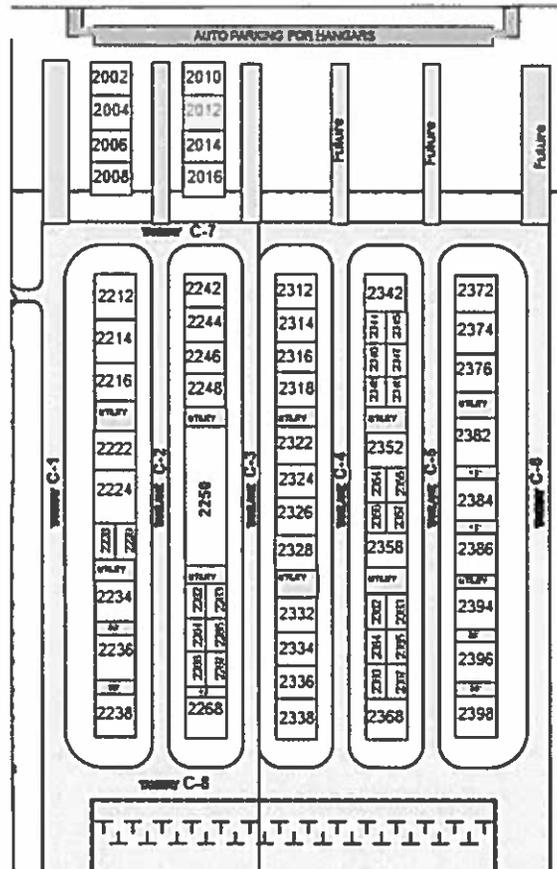
By: _____
Charles Jones

_____ Date

By: _____
Suzanne Paisley

_____ Date

Exhibit A



Airport Lot #2012: 50' wide x 60' deep = 3000 square foot at \$0.254 per square foot
 = \$762.00 per year (rounded).

Payment by Mad River, LLC for 2016 will be transferred. No additional payment due for 2016.

PARCEL DESCRIPTION

Date: November 30, 2012

**Nampa Municipal Airport
Lease Parcel 2012**

A parcel of land located in the SW1/4 NE1/4 of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the C1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 200404450), from which the E1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 9635850), bears South 89°27'56" East, a distance of 2642.07 feet;

Thence North 21°47'03" East, a distance of 1301.73 feet;

Thence South 00°00'00" East, a distance of 50.00 feet to the POINT OF BEGINNING;

Thence North 90°00'00" East, a distance of 60.00 feet;

Thence South 00°00'00" East, a distance of 50.00 feet;

Thence South 90°00'00" West, a distance of 60.00 feet;

Thence North 00°00'00" East, a distance of 50.00 feet to the POINT OF BEGINNING.

The above described parcel contains 3,000 square feet or 0.069 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

Kevin M. Borah, P.L.S.
End of Description



License No. 10561

**AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL
AND TERMINATE LEASE – LOT # 2010**

THIS AGREEMENT TO WAIVE FIRST RIGHT OF REFUSAL AND TERMINATE LEASE (the "Agreement") is made and entered into this 18th day of July, 2016, between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor") and Mad River, LLC("Lessee").

WHEREAS, on or about January 21, 2016 Lessor and Lessee entered into a Standard Land Lease ("Lease) for a 50'w x 60'd hangar improvement on Lot #2010 (the "improvement"), at the Nampa Municipal Airport; and

WHEREAS, the Lease contained a right of first refusal in favor of the Lessor; and

WHEREAS, on June 15, 2016 Lessor received from Lessee a Notice offering to sell the improvement to it for the sum of \$139,103.50

NOW THEREFORE, Lessor and Lessee hereby covenant and agree as follows, to-wit:

1. Lessor waives the first right of refusal to purchase the improvement granted to it under the Lease, and declines the offer to purchase said improvement pursuant to the Notice which it received from Lessee on June 15, 2016.

2. Lessor and Lessee agree to terminate the Lease effective July 19, 2016; this termination is specifically contingent upon the sale of the improvement by Lessee to a third party.

"LESSOR"

CITY OF NAMPA

By: _____
Mayor

Attest: _____
City Clerk

By: _____
Airport Superintendent

"LESSEE"

Mad River, LLC

By: _____
Member

NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT

STORAGE HANGAR LOT #2010 IMPROVEMENTS PURCHASED FROM MAD RIVER, LLC

LESSEE:
TIM RAMBO
2700 SOUTH MIDDLETON ROAD
NAMPA, ID 83686

LESSOR:
CITY OF NAMPA
c/o AIRPORT SUPERINTENDENT
116 MUNICIPAL DRIVE
NAMPA, ID 83687

EFFECTIVE TERM:
JULY 19, 2016 – JULY 31, 2036

This lease agreement (the "Agreement") is entered into this 18th day of July, 2016 by and between the City of Nampa, a Municipal Corporation of the State of Idaho ("Lessor"), and **TIM RAMBO** ("Lessee"). The Superintendent of Public Works for the City of Nampa will designate the authorized agent to administer the provisions of this Agreement.

Whereas, Lessor now owns, controls, and operates the Nampa Municipal Airport (the "Airport"), in the City of Nampa, County of Canyon, State of Idaho; and

Whereas, Lessor has authority to enter into tenant agreements for the purpose of leasing property to accommodate public use of the Airport; and

Whereas, Lessee desires to lease a parcel of Airport property;

Therefore, in consideration of the rental payments, promises, and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Term of Agreement.

The term of this lease shall commence on **July 19, 2016** (the "Effective Date"), and continue for a period of twenty (20) years from the effective date of this lease, terminating on **July 31, 2036**.

2. Renewal Option.

The Lessee shall have the right to renew this lease for one ten (10) year extension subject to and contingent upon the Lessee giving written notice to the Lessor not sooner than one (1) year and not less than one hundred and twenty (120) days prior to the termination date of this Agreement. Additional renewals may occur upon mutual agreement of the Parties. Lessor reserves the right to re-negotiate terms and conditions of this Agreement upon any renewal according to current market conditions.

3. Premises Leased.

During the total period of this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises identified and shown on Exhibit A, attached hereto and incorporated herein by reference as set forth in full, together with the right of ingress and egress for Lessee's designated personnel, and for both vehicles and aircraft.

4. Premises Use.

The development and/or use of any Premises located within the current or future boundaries of the Nampa Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Regulations. In addition, Lessee may use and occupy the leased Premises for the purpose(s) of (list all): **AIRCRAFT STORAGE**.

It is agreed that the only activity which Lessee may conduct on the leased premises, directly or indirectly, alone or through others, is that which is authorized under the terms of the agreement. Lessee understands and agrees that the right of ingress and egress to runways, taxiways, and aprons, now and hereinafter designed or constructed by Lessor shall be subject to all Airport

Rules and Regulations, Minimum Standards, laws, regulations, grant obligations, policies and ordinances now or hereinafter adopted, and that the use of said runways, taxiways and aprons shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others. Lessor shall provide Lessee with a copy of the most current version of the above cited Airport Rules and Regulations and Minimum Standards at the time of execution of this agreement. Lessor shall provide notice to Lessee prior to any amendments to said documents, the most current versions of which may be obtained from the Airport Superintendent.

Furthermore, it is understood by both parties that nonaeronautical uses and storage are not permitted at the Nampa Municipal Airport, and that if Lessee is found to be conducting a nonaeronautical use upon the leased premises, said activity shall be grounds for breach and default under this agreement. For all purposes, the term "Nonaeronautical Use" shall be construed consistently with how the term is used and defined on an ongoing basis by the FAA. To assist the parties in understanding how that term has been defined at or near the time of execution of this document, as of September 30, 2009, under Order 5190.6B, the Director of the Airport Compliance and Field Operations Division (ACO-1) has defined "Aeronautical Use" as "all activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses." Order 5190.6B at § 18.3(a). Order 5190.6B then provides that "All other uses of the airport are considered nonaeronautical." Order 5190.6B at § 18.3(c).

5. Construction and Improvements; Subsequent Modifications, Alterations and Add-ons.

During the total period of this Agreement, it is agreed and understood that the Lessee intends to construct, at Lessee's sole expense, structures and ground improvements upon said leased Premises, which said construction shall be subject to the following conditions:

a. Construction shall be completed on each and every lot or lots leased by Lessee no later than six (6) months from the Effective Date of this agreement. Construction shall be deemed complete when the hangar or structure is eligible for or in receipt of a certificate of occupancy. If Lessee does not complete construction, except for reasons which the Lessor agrees to be beyond Lessee's control, this lease will terminate on the six (6) month anniversary of the Effective Date. If, however, prior to the six (6) month anniversary of the Effective Date, Lessee requests in writing an extension of time in which to complete construction already commenced and substantially underway, Lessor may grant an extension of time, not to exceed one hundred twenty (120) days, in which to complete said construction. If construction is commenced but not completed during the initial six (6) month period or an extension thereof, any structure or improvements remaining on the leased premises shall be dealt with in accordance with Section 9 below.

b. The construction of all facilities, together with landscaping, fencing and parking, shall be in accordance with plans to be reviewed and approved in writing by the Lessor before construction begins. All plans, specifications and construction activities shall comply with and be subject to all applicable laws and ordinances of the City of

Nampa, the State of Idaho, and of the United States, the Airport Master Plan in effect, and shall be approved by the Nampa Airport Commission and the Nampa City Council. Further, any proposed construction may also be subject to FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

c. Any additions or alterations to any structure located on the leased premises shall be reviewed and approved in writing by the Airport Superintendent before commencement of construction, and may require, among other things, the obtaining of a building permit from the City of Nampa and/or FAA approval through the 7460 (Notice of Proposed Construction or Alteration) process.

6. Rental Payments.

During the total period of this Agreement, Lessee covenants and agrees to pay annual rent for the Premises on the 1st day of January of each year unless otherwise agreed upon in writing by Lessor. The initial annual rental fee for the Premises shall be **25.4 cents** per square foot of the entire Premises area. If the initial calendar year of the lease is less than twelve months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. Rental payments not paid within 30 days of the agreed date(s) shall be considered delinquent and in default of this Agreement.

7. Annual and Periodic Rental Adjustments.

The rent will be automatically increased annually, effective January 1, according to the percentage increase of the Consumer Price Index – US City Average, All Items (CPI-U, Bureau of Labor Statistics) for the twelve calendar months prior to and including the most recent month for which such Index is available. The automatic annual increase shall be calculated as follows:
Current Year's Rent = Last Year's Rent x (Current CPI-U/Last Year's CPI-U).

8. Rights and Obligations of Lessee.

- a) The right of ingress and egress to such runways, taxiways, and aprons, now or hereinafter designated by Lessor is subject to all city, state, and federal rules and regulations pertaining to the use of runways, taxiways, and aprons.
- b) The right of Lessee to the use of all runways, taxiways, and aprons or access roads shall be in common with others and that the same shall not be obstructed by Lessee or closed to the right of use or travel by others.
- c) All use and operation on the Premises shall be in strict accordance to all applicable city rules and regulations, including but not limited to the Nampa Municipal Airport Rules and Regulations and current Master Plan. All Rules and Regulations now in existence, or as herein amended, or hereinafter promulgated and adopted, are incorporated herein and made a part hereof by reference.
- d) Lessee shall keep and maintain, and repair in reasonable conditions, all property, ground, runways, taxiways, and any and all property belonging to Lessor which may be injured by Lessee in maintaining or operating on said Premises.
- e) Outside storage on the leased area, which in the opinion of the Airport Superintendent creates unsightly or dangerous conditions, shall not be allowed.

- f) Lessee shall not permit any person to use any part of the Premises for residential use.
- g) Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any costs or expenses incurred in obtaining a survey or legal description of the Premises in order to comply with the requirements of FAA Form 7460-1.

9. Termination of Agreement & Option to Purchase Improvements.

(a) Upon expiration or termination, for any reason, of this Airport Tenant Agreement, or any extension thereof, Lessee shall remove its personal property, including structures or buildings, and restore the premises to a condition acceptable to Lessor. If the parties have not entered into a renewed lease or a new lease agreement, and Lessee has not removed its personal property, including structures, buildings, or portions thereof, or sold said property to another party who has executed a new lease agreement with the Lessor, within 120 days after termination or expiration of this lease Agreement, Lessor shall have the right, but not the obligation, to purchase some or all of the personal property remaining on the leased premises, including structures or buildings, for the sum of One and No/100 dollar (\$1.00).

(b) Lessee, when tendered the above sum, will have no further right or interest in the above described personal property and agrees to execute any and all necessary sale documents, including but not limited to a Bill of Sale, and Lessor shall be entitled to possession and ownership of the personal property. Prior to the exercise of Lessor's option herein provided for, Lessee shall have the right to sell and remove some or all of its personal property, including structures or buildings to a third party or parties, subject to any valid lien Lessor may have on said property or structures for unpaid rent or other amounts payable by Lessee to Lessor, and subject to Lessee's obligation to restore the premises to a condition acceptable to Lessor. However, no purchaser of any of Lessee's property shall have any right to continued occupancy of the leased premises without execution of a written agreement between said purchaser and Lessor.

10. First Right of Refusal.

Upon expiration or termination of this Agreement or any renewal of this Agreement, or in the event Lessee determines to sell or otherwise transfer ownership of structures and/or improvements specified in this agreement, the Lessor shall have a first right of refusal to purchase or accept transfer of such structures or improvements. Lessor may transfer this first right of refusal to a new lessee of the Premises. Lessee shall give notice to Lessor advising of any such proposed sale or transfer and its price and terms. Lessor shall have ninety (90) days from receipt of such notice to exercise its first right of refusal and complete a purchase or receive a transfer upon identical terms.

11. Termination; Default.

(a) In any of the following events which shall constitute "events of default," Lessor shall have the right at Lessor's election, immediately to terminate this agreement, or to terminate Lessee's tenancy hereunder:

1. Lessee shall fail to pay rent in the amounts and at the times and in the manner provided herein, and that failure shall continue for sixty (60) or more days after

written notice of it shall have been given to Lessee.

2. Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy, or shall be adjudged a bankrupt, and that adjudication be not stayed or vacated within sixty (60) days later, or the interest of Lessee under this agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a receiver or trustee shall be appointed for Lessee or the interest of Lessee under this agreement, and such appointment has not been vacated within sixty (60) days later.

3. Lessee shall vacate or abandon the premises, or any portion thereof, or shall permit them to remain vacant or unoccupied without first obtaining consent of Lessor.

4. Lessee shall fail to observe any other provision of this agreement after sixty (60) days written notice given by Lessor of such failure.

In the event of notification of default by Lessor to Lessee, Lessee shall pay, in addition to all arrearages as may exist under the notice of default, the reasonable attorney fees incurred by Lessor in determination of the default and notification to the defaulting Lessee.

(b) Upon the occurrence of any of the events of uncured, material default specified herein, Lessee's right to possession of the leased premises shall, at the Lessor's option, terminate and Lessee shall surrender possession immediately. In that event Lessee grants to Lessor full license to enter into the premises, or any part of them, to take possession with or without process of law, and to remove Lessee or any other person who may be occupying the premises, or any part of them, and Lessor may use that force in removing Lessee and that other person as may reasonably be necessary. And Lessor may repossess itself of the premises as of its former estate, but that entry of the premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due, nor waiver of any agreement or promise in this lease that is to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of that termination or any act incident to it.

At its option, Lessor may terminate this agreement for any uncorrected default. Lessor may sue for all damages and rent accrued or accruing under this agreement or arising out of any breach of it.

If it so elects, Lessor may pursue any other remedies provided by law for the breach of this agreement or any of its terms or conditions. No right or remedy conferred here on or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each right and remedy shall be in addition to any other right or remedy given, or now or later existing at law or at equity or by statute.

The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach of this agreement by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of

acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right here given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved here during the balance of the term of this agreement shall not be deemed to be waived, released or terminated by the service of any sixty (60) day notice, other notice to collect, demand for possession, or notice that the tenancy here created will be terminated on the date there named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in action, or any other act or acts resulting in the termination of Lessee's right to possession of the leased premises. Lessor may collect any rent due from Lessee, and payment or receipt of that rent shall not waive or affect any notice, demand or suit, or in any manner waive, affect, change, modify or alter any rights or remedies Lessor may have by virtue of this lease agreement.

Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining lawful possession of the leased premises from Lessee, including reasonable attorney fees and costs, and to pay such other expenses as the Lessor may incur in putting the premises in good order and condition as herein provided, and also to pay all other necessary expenses or commissions paid by Lessor in re-leasing the premises.

12. Assignments, Transfers and Subleases.

This Agreement, in whole or any part thereof, may not be assigned or transferred by Lessee, by process of law, or in any other manner whatsoever, without prior written consent of Lessor. Lessee may not sublease all or any portion of its interest in this Agreement unless written notice of said sublease is given to Lessor, said notice providing the name and contact information for any such subtenant. No permitted assignment, transfer or sublease shall release the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all other obligations of the Lessee as specified in this Agreement, unless otherwise agreed to in writing between the parties. Any permitted assignment or transfer, and all subleases, must comply with all terms and conditions of this Agreement.

- Lessor may, at its option, terminate this Agreement upon any assignment or transfer of any interest herein without the Lessor's prior written consent, or for any sublease for which proper notice has not been given to Lessor. "Transfer" also includes any change in the ownership of Lessee and/or the voting stock of Lessee.
- Lessor may, at its option, terminate this agreement upon any change of the premises' use (see paragraph 4) without the Lessor's prior written consent.
- Lessor may, at its option, terminate this Agreement in the event **TIM RAMBO** shall cease to remain responsible for the day-to-day operation of the rights and obligations of Lessee as set forth in this agreement.

13. Future Construction by Lessor.

The Lessor reserves the right to enter upon that portion of the leased area outside of the structures which is not covered with asphalt or concrete and perform whatever construction or maintenance is necessary to provide a concrete or asphalt surface at no cost to the Lessee. The Lessor also retains the entire leased area outside the structures as a general utility easement and

any surface disturbed by the Lessor in constructing a utility shall be restored to its original condition by the Lessor. Lessee acknowledges that such work, and other related airport activities, will benefit Lessee, though it may cause temporary inconvenience to Lessee. Rent shall be abated as a result of such inconvenience, for the duration of said inconvenience, ONLY if Lessee is unable to access Lessee's hangar for a period longer than thirty (30) days.

14. Future Improvements by Lessee.

The installation and maintenance of any future improvements to the Premises by Lessee shall first be agreed upon in an amendment or modification to this Agreement.

15. Hazardous Substances.

Lessee shall not engage, and shall not permit others to engage in an operation on the premises that involves the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of any "hazardous substances" without the prior written consent of Lessor, which may be withheld or granted at Lessor's sole discretion. As used herein, the term "hazardous substance" means any hazardous or toxic substance, material, or waste which is, or becomes regulated by any federal, state, county, or local governmental agency. Lessee agrees to indemnify and hold harmless Lessor against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

16. COMPLIANCE WITH LAWS AND REGULATIONS.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and/or enforced by Lessor or by other proper authority having jurisdiction over the conduct of operations at the airport, and to do all things necessary to stay or become in compliance with the same. Lessee further specifically agrees to comply with all requirements of the FAA, including but not limited to, those requirements originating out of the City of Nampa's relationship with the FAA, or which find their origin in relation to grants or other contractual arrangements between the City of Nampa and the FAA. Lessor reserves the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow to conform with any changes in Municipal, State or Federal laws, rules, regulations and ordinances. If at any time it is discovered that the provisions of this lease violate or are in any way inconsistent with current or later enacted Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or with any obligation the City of Nampa may have with respect to the FAA, Lessor shall have the right to amend this lease in conformance with the provisions of Section Twenty-Nine (29) hereinbelow as necessary to make this lease agreement consistent therewith. Lessee further agrees to execute any addendums or other requirements as may be imposed by the FAA as a condition of operating the Airport and/or receiving grant funding for Airport projects.

17. Utilities.

Lessee shall be responsible for all utilities to the Premises. Lessee shall pay for the hookup fees

and all monthly fees for such utilities. Lessee is responsible for garbage collection used in or about said premises at Lessee's own cost and expense. Lessee shall pay for any initial hookup fees and shall pay any assessment fees levied for such irrigation water.

18. Taxes and Assessments.

During the total period of this Agreement, Lessor shall pay all taxes and assessments of any kind levied against the land identified as the Premises during the term of this Lease and any extension thereof; and Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property, promptly, as the same become due.

19. Fire Hazards.

The Lessee shall not do anything in the Premises or bring or keep anything therein which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the board of health, or with any municipal, state or federal laws, ordinances or regulations. Unless otherwise noted in Section 31, below, **NO FUEL MAY BE STORED ON THE PREMISES.**

20. Labor Contracts and Employees.

The parties hereto expressly covenant and agree that all labor contracts and employment agreements with employees shall be made directly with Lessee and that all such employees shall be deemed solely the employees of Lessee and in no way employees of Lessor. Lessee covenants and agrees to indemnify and hold harmless Lessor of and from any liability for any acts of employees of Lessee or any acts of persons working for Lessee under a labor contract.

21. Right of Inspection; Emergency.

Lessor reserves the right to enter upon the leased premises upon forty-eight (48) hours prior written notice to Lessee for the purpose of making any inspection necessary to the proper enforcement of the covenants and conditions of this agreement. Such notice shall not be necessary in the case of an emergency affecting life or property, or if Lessor suspects that Lessee has abandoned the premises.

22. Waste Prohibited.

Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

23. Liability.

Lessor shall not be liable for any injury or damage which may be sustained by any person or property of the Lessee or any other person or persons resulting from the condition of said Premises or any part thereof, or from the street or subsurface, nor shall the Lessor be liable for any defect in the building and structures on said demised Premises, latent or otherwise. Lessee shall indemnify and hold the Lessor, the employee(s) of the Lessor, and the property of the

Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee occupation and use of the Premises and the structures thereon, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons, or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessor or any person in or on the Premises with the express or implied consent of the Lessee. This paragraph 21 does not cover intentional acts by Lessor or its employees.

24. Liability Insurance.

If Lessee will be acting as a Fixed Base Operator, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **\$1,000,000 each occurrence \$2,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance," all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance. Lessee understands and agrees that if the Airport Minimum Standards or Rules and Regulations, or any subsequent modifications or amendments thereto, require Lessee (due to Lessee's particular category of Fixed Base Operator) to procure insurance in an amount exceeding the limits noted above, Lessee shall procure and maintain insurance in said greater amounts.

If Lessee will solely be occupying the leased premises for private, non-commercial aircraft storage, then Lessee shall maintain a comprehensive liability insurance policy in the minimum amount of **\$500,000 each occurrence \$1,000,000 aggregate** covering the above described premises during the term of this Lease with an insurance company licensed by the Idaho Department of Insurance," all at the sole cost and expense of Lessee, in accordance with the Airport Rules and Regulations, Airport Minimum Standards or any modifications or amendments thereto. Lessee shall provide Lessor with a binder for said insurance showing proof of insurance.

25. Attorney's Fees.

In the event an action is brought to enforce any of the terms or provisions of this Lease, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

26. Notices.

All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at address listed immediately below, or to such other address as may be designated by writing delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing, except as otherwise expressly provided herein.

Lessor
Nampa Municipal Airport
c/o Airport Superintendent
116 Municipal Drive
Nampa, ID 83687

Lessee
Tim Rambo

2700 South Middleton Road

Nampa, ID 83686

27. Maintenance.

Lessee shall have sole responsibility for maintenance of the leased Premises, adjacent apron, and any associated improvements and/or structures during the total period of this Agreement. Maintenance shall specifically include landscaping and required maintenance (i.e. crack sealing and resurfacing) of the asphalt area as needed, but at least once every five (5) years. Lessee shall maintain all surfaces not covered by asphalt or concrete in a weed free condition and restrict parking from said area unless the area has been excavated to the proper subgrade and backfilled with an amount of gravel as specified by the Lessor.

28. Civil Rights Provisions.

The following obligations are assumed by Lessee and include the following: the Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall use the Premises not in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation. Subtitle A. Office of the Secretary, Part 2 1. Department of Transportation-Effectuation Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

29. Amendments and Modification.

This Agreement may be amended and/or modified by a written instrument signed, dated, and notarized by both Lessor and Lessee. However, Lessor reserves the right to amend this lease upon giving Lessee 180 days written notice of such amendment or modification, so long as the amendment or modification is necessary to comply with FAA rules or regulations other Federal or State regulations governing the use of Airports, or to bring this lease agreement into compliance with Municipal, State or Federal laws, rules, regulations, ordinances, FAA policies, orders, advisory circular documents, grant obligations/assurances, or any obligation the City of Nampa may have with respect to the FAA. Any amendment or modification shall take place on the Anniversary Date of this lease. In the event Lessee does not agree to such amendment or modification, this lease shall terminate following the expiration of 180 days prior written notice of such changes or amendments. Any modification to this lease shall be attached to or become a part of this lease, and any such amendment or modification shall be signed and dated by both Lessor and Lessee.

30. Binding Effect.

The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

31. Special Provisions.

The use and occupancy of the land shall be subject to the following special provisions:

- Lessee shall provide a list of all based aircraft (operational and airworthy aircraft based at a facility for a majority of any 12 month period) housed on the leased premises to the Airport Superintendent's office, and shall keep said list current at all times. The list shall include the name, address, and phone number of each aircraft's owner(s), the aircraft make and model, and aircraft registration numbers.
- Modification Charge: In the event Lessee requests and Lessor approves, an amendment or modification of the Lease, Lessee shall, with the lease modification request form, include a \$100 fee for administrative expenses related to the development, review, and approval of the Amendment.

32. Recording.

The parties hereto agree that they will not record a copy of this Agreement, Lessee's occupancy of said Premises being notice of Lessee's interest therein, provided however, that a memorandum of lease may be recorded.

33. Prohibition Against Exclusive Rights.

In accordance with the FAA Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, *et seq.*, 49 U.S.C. § 40103(e), and other federal law, rules, regulations and orders governing the use and operation of airports, and the Airport Improvement Program (AIP) and other grant assurances, nothing contained herein shall be construed to authorize the granting, either directly or indirectly, of an "exclusive right," as that term is used in the above cited authority. To the extent any term or condition of this lease or any other agreement, express or implied, between the Lessee and Lessor can be considered to grant an exclusive right in violation of the above-cited authority, the parties agree that said term or condition shall be treated as null and void *ab initio*.

34. Conflict of Provisions of Lease.

In the event there is any conflict between the provisions of this lease and the applicable Minimum Standards and/or Airport Rules and Regulations, unless otherwise specifically noted in this lease, the applicable Minimum Standards and Rules and Regulations shall control over the terms and conditions of this lease.

In Witness Whereof

The Lessor and Lessee do execute this Lease Agreement the day and year first above written.

Lessor:

The City of Nampa

By:
Mayor

Attest:
City Clerk

By:
Airport Superintendent

Lessee:

By:
Tim Rambo

By:

Personal Guarantee.

Performance of the terms of this Lease Agreement by Lessee is personally guaranteed by the undersigned personal guarantor(s).

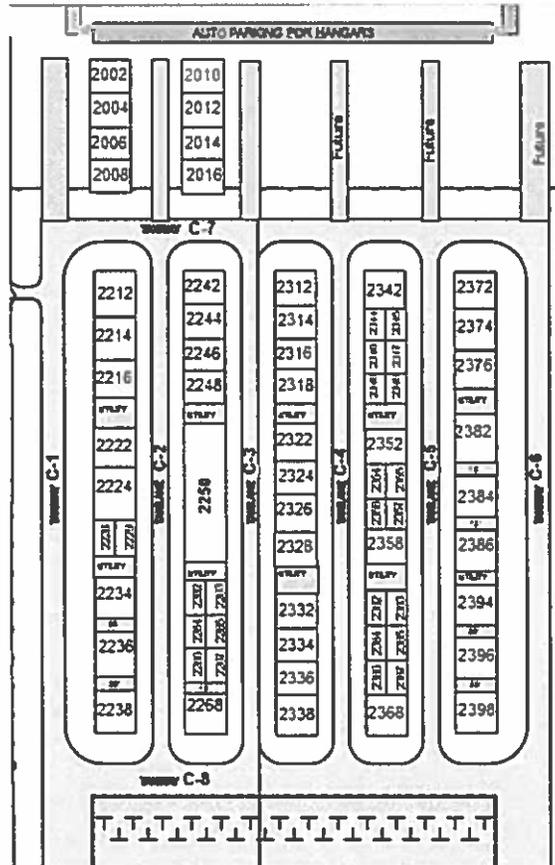
By:
Tim Rambo

Date

By:

Date

Exhibit A



Airport Lot #2010: 50' wide x 60' deep = 3000 square foot at \$0.254 per square foot
 = \$762.00 per year (rounded).

Payment by Mad River, LLC for 2016 will be transferred. No additional payment due for 2016.

PARCEL DESCRIPTION

Date: November 30, 2012

**Nampa Municipal Airport
Lease Parcel 2010**

A parcel of land located in the SW1/4 NE1/4 of Section 24, Township 3 North, Range 2 West, Boise Meridian, City of Nampa, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the C1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 200404450), from which the E1/4 corner of said Section 24, monumented by a 5/8" rebar (Corner Record No. 9635850), bears South 89°27'56" East, a distance of 2642.07 feet;

Thence North 21°47'03" East, a distance of 1301.73 feet to the POINT OF BEGINNING;

Thence North 90°00'00" East, a distance of 60.00 feet;

Thence South 00°00'00" East, a distance of 50.00 feet;

Thence South 90°00'00" West, a distance of 60.00 feet;

Thence North 00°00'00" East, a distance of 50.00 feet to the POINT OF BEGINNING.

The above described parcel contains 3,000 square feet or 0.069 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is Grid North, Idaho State Plane Coordinate System.

Kevin M. Borah, P.L.S.
End of Description



License No. 10561

**FIRST AMENDMENT TO
NAMPA MUNICIPAL AIRPORT
LAND LEASE AGREEMENT**

THIS AMENDMENT TO NAMPA MUNICIPAL AIRPORT LAND LEASE AGREEMENT (“Amendment”) is entered into on the ____ day of _____, 2016, by and between the CITY OF NAMPA, an Idaho municipal corporation of 411 3rd Street South, Nampa, Idaho 83651 (“Lessor”), MARK R. MILLER and JOHN KUZMIC, of 1619 E. Nebraska Ave., Nampa, Idaho 83686 (collectively “Lessee,” or sometimes individually as “Co-Lessee”), and TWO MILLERS HOLDINGS, LLC, an Idaho limited liability company, of 3414 E. Greenhurst Rd, Nampa, Idaho 83686 (“Assignee”).

RECITALS

WHEREAS, Lessor and Lessee entered into a Nampa Municipal Airport Land Lease Agreement on April 1, 2009 (the “Lease”);

WHEREAS, Co-Lessee John Kuzmic sold or otherwise transferred his interest in the hangar to Co-Lessee Mark R. Miller, and desires to assign his interest in the Lease to Mark R. Miller;

WHEREAS, Lessee Mark R. Miller now wishes to assign his interest in the Lease, as well as that interest assigned to him by John Kuzmic, to Assignee TWO MILLERS HOLDINGS, LLC;

WHEREAS, Assignee TWO MILLERS HOLDINGS, LLC wishes to assume the Lease from Lessee;

WHEREAS, the parties agree that Lessee may assign Lessee’s right, title and interest under the Lease to Assignee as set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Having previously sold and transferred his interest in the hangar occupying the subject premises, Co-Lessee John Kuzmic does hereby sell, assign and transfer unto Co-Lessee MARK. R. MILLER all of his right, title and interest as Lessee in and to the above described Lease.

2. Now sole Lessee MARK R. MILLER does hereby sell, assign and transfer to Assignee TWO MILLERS HOLDINGS, LLC, all if his right, title and interest as Lessee in and to the above described lease.

3. Assignee TWO MILLERS HOLDINGS, LLC, agrees to assume all of the obligations of Lessee under the Lease as of the date of this Amendment.

4. Lessee MARK R. MILLER understands and acknowledges that he shall remain personally liable for the obligations of the Lessee and Assignee under the Lease.

5. Lessor does hereby consent to the foregoing transfers and assignment.

All other terms, conditions and covenants of the Lease Agreement shall remain in full force and effect.

THE CITY OF NAMPA, IDAHO
“Lessor”

By: _____
ROBERT L. HENRY, Mayor

Attest: _____
DEBORAH BISHOP, City Clerk

By: _____
MONTE HASL, Airport Superintendent

MARK. R. MILLER
“Lessee”

JOHN KUZMIC
“Lessee”

TWO MILLERS HOLDINGS, LLC
“Assignee”

By: _____
MARK R. MILLER, Member

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State personally appeared MARK R. MILLER, known or identified to me to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, as well as on his own, individual behalf, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residence: _____
My Commission Expires: _____

*SEAL

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this ____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State personally appeared JOHN KUZMIC, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residence: _____
My Commission Expires: _____

*SEAL

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State personally appeared ROBERT L. HENRY, DEBORAH BISHOP, and MONTE HASL, known or identified to me to be the Mayor, City Clerk, and Airport Superintendent, respectively, of the CITY OF NAMPA, IDAHO, that executed the said instrument, and acknowledged to me that they executed the same in said capacities.

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

NOTARY PUBLIC FOR IDAHO
Residence: _____
My Commission Expires: _____

*SEAL

**MEMORANDUM OF LEASE
FOR RECORDING**

THE PARTIES hereto are the CITY OF NAMPA, a Municipal Corporation of the State of Idaho, hereinafter referred to as "Lessor," and TWO MILLERS HOLDINGS, LLC, hereinafter referred to as "Lessee."

AGREEMENT: It is mutually agreed by and between the parties hereto as follows:

Premises. The Lessor shall lease and the Lessee shall let that real property, herein called the "premises" situated at the Nampa Municipal Airport, in Nampa, Canyon County, Idaho, and described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full, together with rights of ingress and egress as approved by the Airport Superintendent.

Other Provisions. This Memorandum is subject to all of the terms and provisions of the formal agreement of the parties dated March 22, 2016, pertaining to the lease of the premises, which formal agreement is, by this reference, incorporated herein and made a part hereof.

Recorded. It is agreed that this Memorandum may be recorded in the records of Canyon County, Idaho.

Binding Effect. The agreements herein shall apply to and bind the heirs, executors, administrators, successors in interest and assigns of the respective parties.

Dated this ____ day of _____ 2016.

LESSOR:
CITY OF NAMPA

By: _____
Mayor

Attest:

City Clerk

By: _____
Airport Superintendent

LESSEE:

Two Millers Holdings, LLC
Mark Miller, Managing Member

STATE OF IDAHO)
 :ss
County of Canyon)

On this ___ day of _____, 2016, before me, _____, a Notary Public, personally appeared **Robert L. Henry, Deborah Bishop and Monte Hasl**, the Mayor, City Clerk, and Airport Superintendent, respectively, of the CITY OF NAMPA, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same and were so authorized to do so on behalf of the CITY OF NAMPA.

(SEAL)

Notary Public for Idaho
Commission expires: _____

State of Idaho)
 : ss
County of _____)

On this _____ day of _____ in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARK R. MILLER**, known or identified to me to be the Managing Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.

(Seal)

Notary Public for Idaho
My Commission Expires: _____

TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2004
208-323-2200 • FAX 208-323-2399
hato@tothengrco.com

PROJECT: 00052
DATE: July 8, 2003
SHEET: 1 of 1

EXHIBIT "A"

LEASE PARCEL 1140

A parcel of land situated in the SW1/4 of the NW1/4 of Section 24, Township 3 North, Range 2 West, City of Nampa, Canyon County, Idaho, being that certain parcel of land as shown on Record of Survey Instrument No. 200342004, Canyon County records, more particularly described as follows:

COMMENCING at the west 1/4 corner of said Section 24 as shown on said survey, from which corner, the northwest corner of said section bears N.00°14'58"E., 2659.83 feet; thence,

- A) N.64°41'53"E., 572.98 feet to the **POINT OF BEGINNING**, from which point the northwest corner of said Section 24 bears N.11°50'37"W., 2467.46 feet; thence,
- 1) N.00°35'13"E., 50.00 feet; thence,
 - 2) S.89°24'47"E., 60.00 feet; thence,
 - 3) S.00°25'13"W., 50.00 feet; thence,
 - 4) N.89°24'47"W., 60.00 feet to **THE POINT OF BEGINNING**.

CONTAINING 3,000 square feet or 0.07 acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way, Easements of Record, and other Encumbrances.

RECORD OF SURVEY on file with the Canyon County Recorder and by this reference, made a part hereof.



1:000352-WP\FLES\Ext-Powers Parcel 1140.doc

BOISE • COEUR d'ALENE • McCALL



Nampa City Council

July 18, 2016

Area of City Impact Reconsideration Staff Report

To: Mayor and City Council
File Number: CMP 2155-16

Prepared By: Karla Nelson, Community Planner
Date: July 13, 2016

Subject: Nampa Area of City Impact Boundary Expansion
Proposed Action: City Council reconsideration regarding Nampa's proposed Area of City Impact boundary expansions and swap areas

Nampa City Council, on May 16, 2016, voted to remove Area 5 and the majority of Area 6 from the proposed impact area expansion. The Council decision did retain park land at Smith Avenue and Midway Road. Nampa City Council also voted to approve proposed swap areas 1 through 4.

The Nampa City Council decision differed from the Planning and Zoning Commission recommendation. Nampa Planning and Zoning Commission recommended that Area 6 north of Roosevelt Avenue remain in the proposed expansion. According to Idaho Statute 67-6509 regarding plans, a subsequent hearing is required when the governing board makes a material change to the Planning and Zoning Commission recommendation.

The July 18, 2016 reconsideration hearing should focus on land north of Roosevelt Avenue in Area 6 that the Planning and Zoning Commission recommended for inclusion and City Council removed from the proposed Area of Impact expansion.

HISTORY

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

The proposed expansion areas identified as Area 5 and 6 on the attached map have been contemplated for several years. The City of Nampa and Caldwell began to

negotiate an appropriate division of the open land between the cities in 2005. Both Nampa and Caldwell City Councils subsequently accepted the division as shown and held initial public hearings in 2008 and 2009. While the cities of Nampa and Caldwell approved the proposed changes, the expansion request never completed the full public hearing process and consequently was not adopted.

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

Area of City Impact Definition

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

It is important that Nampa plans for growth outside of its current corporate boundaries. The Area of City Impact helps to avoid difficulties that can result from a lack of coordination and resulting inappropriate development in areas that in the future may become part of Nampa. The boundary is also important for future planning. The City uses the Area of Impact for long term plans including the sewer, water, irrigation, and transportation master plan. COMPASS, the metropolitan planning organization, uses areas of impact to allocate growth and to determine future transportation needs.

APPLICABLE REGULATION

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

Map Boundary Ordinance

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

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

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

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

Agreement Ordinance

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

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

PROPOSED BOUNDARY AMENDMENTS

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

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

The City of Nampa and Canyon County Planning and Zoning Commissions recommended removal of Area 5 from the proposed Area of City Impact expansion. Nampa City Council also voted to remove the entirety of Area 5 from the proposed expansion. Since all hearings agreed that Area 5 should be removed, it is not the focus for reconsideration.

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

Containing 3.62 square miles more or less

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

However, Nampa Planning and Zoning Commission and Canyon County Planning and Zoning Commissions both recommended that land north of Roosevelt Avenue be included in the proposed expansion. Land north of Roosevelt Avenue has low to medium density residential future land use designations. Nampa City Council voted to remove all of Area 6 with the exception of the park at Smith Avenue and Midway Road. The City Council decision was largely based on new testimony from concerned property owners.

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

SWAP AREAS

The City of Nampa Planning and Zoning Commission and Canyon County Planning and Zoning Commission recommended approval of all proposed swap areas with the City of Caldwell. Nampa City Council also voted to approve the proposed swap areas. Since all hearings agreed on the proposed swaps these areas are not a focus of the reconsideration hearing.

However, Leo Taylor a property owner of swap Area 2B has since contacted the City of Nampa and City of Caldwell with concerns. Mr. Taylor owns 2 parcels (9.2 acres) in Area 2B that would become part of Caldwell's Area of City Impact and 3 parcels just

south of Area 2B that would remain in Nampa's Area of City Impact. Mr. Taylor has expressed interest in keeping all of his parcels in Nampa's Area of City Impact.

The Nampa Area of City Impact swap locations include:

AREA 1

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

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

AREA 2A

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

BEGINNING at the intersection of Middleton Road and Laster Lane thence heading south along Middleton Road to Interstate 84;
Thence northwest along I84 Right of Way to the southwest corner of Parcel R3088401000;
Thence north and east along the boundary of Parcel R3088401000 to the **POINT OF BEGINNING**.
Containing 26 acres more or less.

AREA 2B

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

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

AREA 3

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

Parcel R30970000 located at the southeast corner of Midway Road and E. Homedale Road.

Containing 39 acres more or less.

AREA 4

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

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

(See Map for Reference)

FINDINGS:

The national housing boom and in-migration that began in the late 1990s and continued through 2006 had a dramatic effect on Nampa. In 2005 the Area of Impact boundary was extended to deal with this growth. In 2008 the housing market slowed substantially. Despite slower growth, city boundaries have still expanded to reach the Impact Area boundary in several locations. Since 2005, when the Area of Impact was last adjusted, city population has increased 19% from 72,211 to 89,210. Expanding the Impact Area would allow Nampa to thoroughly plan for areas that reasonably can be expected to become part of the city in the future.

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

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

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

Trade considerations

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

Geographic factors

Geography of the proposed expansion area has played a major role in determining the appropriate boundary. Nampa has conducted extensive analysis of the expansion areas through various master plans. Each study has indicated Nampa as the most suitable service provider.

Development potential

The reconsideration hearing is focused specifically on Area 6 north of Roosevelt Avenue. Excluding the park at Smith and Midway, and parcels that have already annexed into Nampa, there are 132 affected parcels. The parcels range in size from .3 acres to 103 acres, 28 of the parcels are larger than 10 acres.

Without talking with each property owner it is difficult to determine long term development plans. There are 32 parcels north of Roosevelt Avenue that are currently owned by Limited Liability Corporations (LLC's), another 7 parcels are in trusts or estates. In recent years most of Nampa's growth has occurred to the west and the north. Significant growth to the east of Nampa is unlikely; many of the parcels directly east of the city are large residential lots with individual septic systems and wells. Extending services past large residential lots to the east would result in high costs for developers. Therefore, as Nampa continues to grow, much of that growth is expected to the west (including Area 6) and to the north. The city of Nampa will not drive this growth but as more people move into the area, demand will drive growth.

COMPASS estimates that the total population for the existing impact area will increase from 104,990 today to 160,886 by 2040. Forecasted population growth will increase density in the expansion area. Utilities will be needed and private development will continue to seek annexation in order to obtain those services. No other municipality will likely be able to provide the services demanded by population growth. It is reasonable to conclude that expansion Area 6, north of Roosevelt Avenue will be a part of Nampa in the future. However, in all decisions it is also important to consider property owner concerns and those need to be weighed against the long term planning benefit of an expanded Area of Impact.

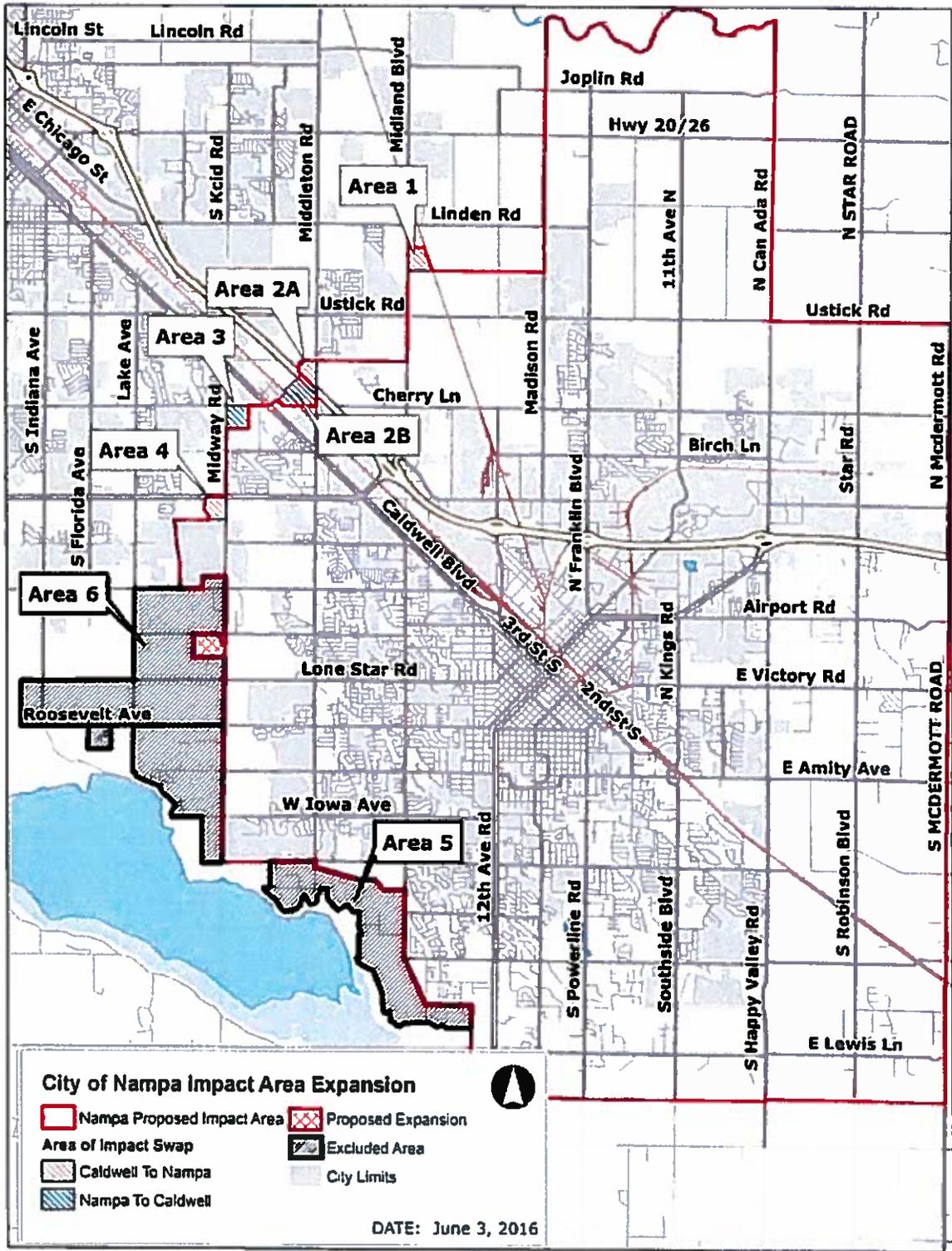
DECISION

Nampa City Council should decide whether to maintain their May 16, 2016 decision to exclude the majority of Area 6 from Nampa's Area of Impact. Council can propose changes to Area 6 north of Roosevelt Avenue without necessitating another City Council or Planning and Zoning hearing.

To this point, all hearings have approved proposed swaps for Areas 1 through 4 and exclusion of Area 5, any substantial changes could cause additional hearings. The Area of Impact boundary will be final if/ when approved by the Canyon County Board of Commissioners.

ATTACHMENTS

- **Impact Area Expansion and Swap Area Map**
- **City Council decision letter to Canyon County**
- **Idaho Statute 67-6509**
- **Planning and Zoning Commission decision letter to Canyon County**
- **Planning and Zoning Commission hearing minutes**
- **City Council hearing minutes**



Planning & Zoning Department

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

June 13, 2016

Board of Canyon County Commissioners
Care of Patricia Nilsson
1115 Albany St.
Caldwell, Idaho 83605

Re: Nampa Area of City Impact Boundary Expansion

Dear Board of Canyon County Commissioners:

Nampa City Council, on May 16, 2016, voted to remove Area 5 and the majority of Area 6 from the proposed impact area expansion. They did retain the park located at Smith and Midway. Nampa City Council also voted to approve proposed swap areas 1 through 4. The attached map details areas of exclusion, swap areas and the proposed new boundary.

The Nampa City Council decision differed from the Planning and Zoning Commission recommendation. Nampa Planning and Zoning Commission recommended that Area 6 north of Roosevelt Avenue remain in the proposed expansion. According to Idaho Statute 67-6509 regarding plans, a subsequent hearing is required when the governing board makes a material change to the Planning and Zoning Commission recommendation.

Area 6 and Area 5 were initially included in the proposed Impact Area expansion due to their proximity to City boundaries. In the future, if development pressure occurs, property owners and developers will likely turn to the city of Nampa for development entitlements and services. The Area of Impact is meant to be a long term planning tool that allows the City and County to plan for long term service needs. Ultimately, Nampa City Council decided to exclude the majority of the proposed expansion due to property owner concerns.

The matter will now proceed to the required second Nampa City Council hearing on July 18, 2016. The boundary will not be finalized until approved by the Canyon County Board of Commissioners.

If you have any questions concerning this matter you may contact our office during normal business hours Monday through Friday at 468-4434.

Sincerely,

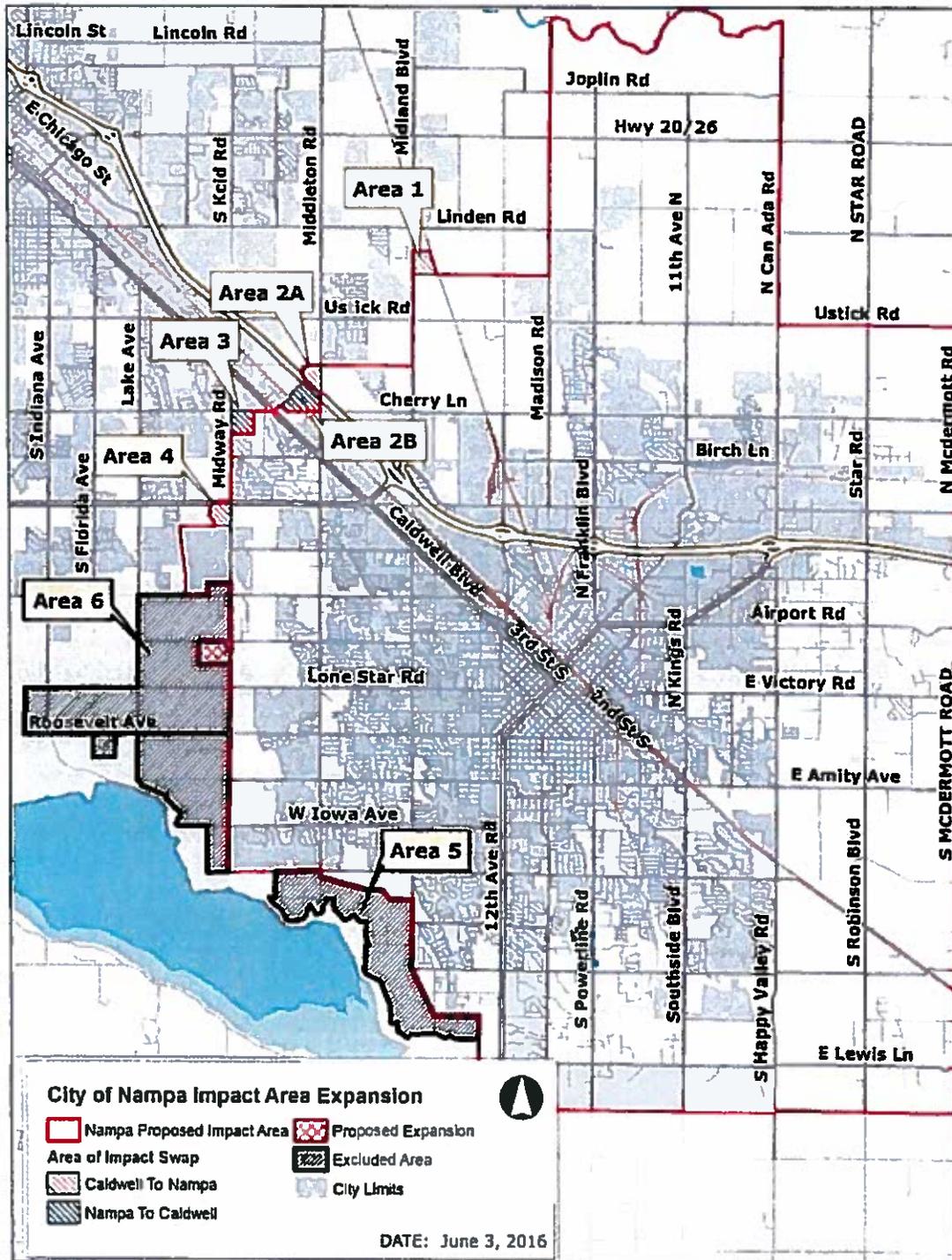


Karla Nelson, Community Planner
On Behalf of Nampa City Council

cc: Nampa City Council
Brian Billingsley, City of Caldwell Planning and Zoning Director

Planning & Zoning Department

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





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TITLE 67 STATE GOVERNMENT AND STATE AFFAIRS

CHAPTER 65 LOCAL LAND USE PLANNING

67-6509. RECOMMENDATION AND ADOPTION, AMENDMENT, AND REPEAL OF THE PLAN. (a) The planning or planning and zoning commission, prior to recommending the plan, amendment, or repeal of the plan to the governing board, shall conduct at least one (1) public hearing in which interested persons shall have an opportunity to be heard. At least fifteen (15) days prior to the hearing, notice of the time and place and a summary of the plan to be discussed shall be published in the official newspaper or paper of general circulation within the jurisdiction. The commission shall also make available a notice to other papers, radio and television stations serving the jurisdiction for use as a public service announcement. Notice of intent to adopt, repeal or amend the plan shall be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing scheduled by the commission. Following the commission hearing, if the commission recommends a material change to the proposed amendment to the plan which was considered at the hearing, it shall give notice of its proposed recommendation and conduct another public hearing concerning the matter if the governing board will not conduct a subsequent public hearing concerning the proposed amendment. If the governing board will conduct a subsequent public hearing, notice of the planning and zoning commission recommendation shall be included in the notice of public hearing provided by the governing board. A record of the hearings, findings made, and actions taken by the commission shall be maintained by the city or county.

(b) The governing board, as provided by local ordinance, prior to adoption, amendment, or repeal of the plan, may conduct at least one (1) public hearing, in addition to the public hearing(s) conducted by the commission, using the same notice and hearing procedures as the commission. The governing board shall not hold a public hearing, give notice of a proposed hearing, nor take action upon the plan, amendments, or repeal until recommendations have been received from the commission. Following consideration by the governing board, if the governing board makes a material change in the recommendation or alternative options contained in the recommendation by the commission concerning adoption, amendment or repeal of a plan, further notice and hearing shall be provided before the governing board adopts, amends or repeals the plan.

(c) No plan shall be effective unless adopted by resolution by the governing board. A resolution enacting or amending a plan or part of a plan may be adopted, amended, or repealed by definitive reference to the specific plan document. A copy of the adopted or amended plan shall accompany each adopting resolution and shall be kept on file with the city clerk or county clerk.

(d) Any person may petition the commission or, in absence of a commission, the governing board, for a plan amendment at any time, unless the governing board has established by resolution a minimum interval between consideration of requests to amend, which interval shall not exceed six (6) months. The commission may recommend amendments to the comprehensive plan and to other ordinances authorized by this chapter to the governing board at any time.

History:

[67-6509, added 1975, ch. 188, sec. 2, p. 515; am. 1992, ch. 269, sec. 3, p. 832; am. 1999, ch. 396, sec. 5, p. 1103; am. 2010, ch. 253, sec. 1, p. 643; am. 2014, ch. 93, sec. 5, p. 256.]

[How current is this law?](#)

Planning & Zoning Department

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

March 30, 2016

Patricia Nilsson
1115 Albany St.
Caldwell, Idaho 83605

Re: Nampa Area of City Impact Boundary Expansion

Dear Ms. Nilsson:

Nampa City Planning and Zoning Commission, on March 22, 2016, voted to recommend to Nampa City Council that the Area of City Impact boundary expansion shown in the attached map be approved with a few alterations. The Commission recommended that all of Area 6 and Area 5 south of Roosevelt Avenue be removed from the Area of City Impact expansion.

The Planning and Zoning Commission recommendation was in part based on the COMPASS growth forecast which shows little change for Area 6 and Area 5 south of Roosevelt Avenue. In addition, the City of Nampa Comprehensive Plan designates the areas agricultural and does not envision increased densities for these areas. Residents also expressed strong opposition to being included in the Area of Impact and stated that they have no intention of subdividing or developing their land.

Area 6 and the southern portion of Area 5 were initially included in the proposed Impact Area expansion due to their proximity to City boundaries. In the future, if development pressure occurs property owners and developers will turn to the city of Nampa for development entitlements and services. The Area of Impact is meant to be a long term planning tool that allows the City and County to plan for long term service needs.

The Nampa Planning and Zoning Commission recommendation did support proposed swaps for Areas 1 through 4 and the expansion of Area 5 north of Roosevelt Avenue. The recommendation with the proposed exclusion of Area 6 and part of Area 5 does not change the agreed upon boundary line between the cities of Nampa and Caldwell.

The matter will now proceed on to the City of Caldwell Planning and Zoning Commission on April 12, the Canyon County Planning and Zoning Commission on April 21 and Nampa City Council on May 16. Any changes will not be finalized until they are approved by the Canyon County Board of Commissioners.

If you have any questions concerning this matter you may contact our office during normal business hours Monday through Friday at 468-4434.

Sincerely,

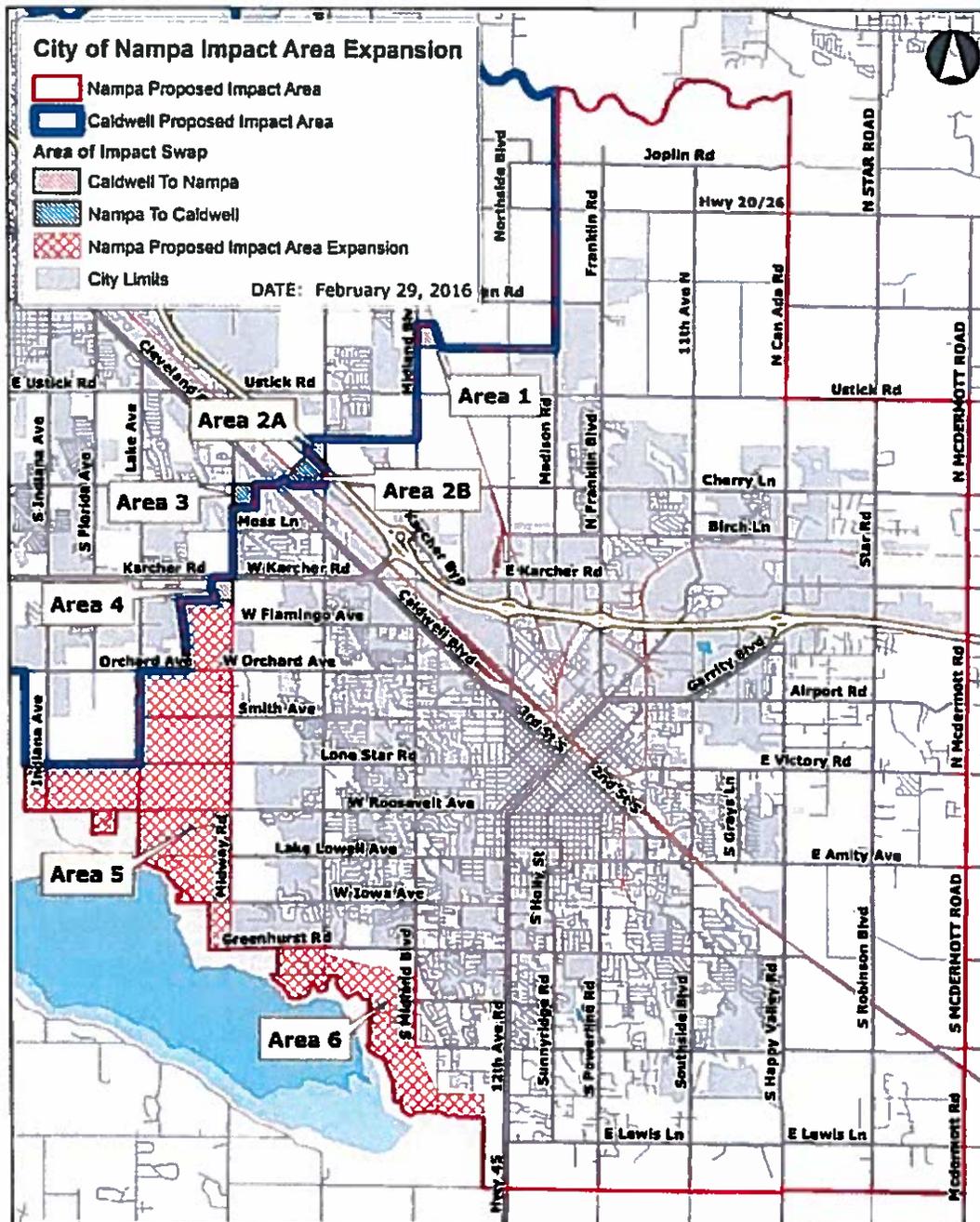


Karla Nelson, Community Planner
On Behalf of the Commission

Planning & Zoning Department

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

cc: Nampa City Council
Brian Billingsley, City of Caldwell Planning and Zoning Director



**NAMPA PLANNING & ZONING COMMISSION
MINUTES OF AREA CITY IMPACT HEARING
Tuesday, March 22, 2016, 7:00 P.M.**

Extending the boundary of the current Area of City Impact for the City of Nampa, Idaho. In order to create a more logical boundary. The Commission will also consider swapping part of the current Area of City Impact boundary with the City of Caldwell.

- a) **The Nampa Area of City Impact swap areas as follows: Area 1** from Caldwell to Nampa for the northern part of the parcel addressed as 9792 Ustick Road containing 36 acres more or less, **Area 2A** from Caldwell to Nampa at the intersection of Middleton Rd and Laster Lane containing 26 acres more or less, **Area 2B** from Nampa to Caldwell at the intersection of I-84 and N Middleton Rd, containing 64 acres more or less, **Area 3** from Nampa to Caldwell at the southeast corner of Midway Road and E Homedale Rd containing 39 acres more or less, and, **Area 4** located at the southwest corner of Karcher Rd and Midway Rd, containing 33.5 acres more or less.
- b) **The Nampa Area of City Impact boundary extension areas as follows: Area 5** on the west containing 3.62 square miles more or less; and, **Area 6** on the south containing 1.24 square miles more or less.

Acting Chairman Rodriguez proceeded to public hearing.

Nampa Community Planner Nelson:

- Nelson stated the City of Nampa was proposing changes to the Nampa Area of Impact.
- Nelson explained the proposed Area of Impact changes would not force any properties to annex into the City.
- Nelson advised it was not the policy of the city of Nampa to forcibly annex properties.
- Additionally, there are State wide regulations that govern annexation, and properties over 5 acres in size could not be forcibly annexed.
- Only those properties adjacent to Nampa City boundaries could be annexed, noted Nelson.
- Nelson stated the proposed Area of Impact changes would make no change to property taxes.
- The Nampa Area of Impact would not change the current zoning or current services, continued Nelson.
- Canyon County, added Nelson, would still have jurisdiction over the Area of Impact.
- According to Nelson, the proposed changes recognized areas that were likely to experience development pressure.
- Areas of Impact, reported Nelson, were long range planning tools and Areas of City Impact were part of the Planning Act and were meant to address rapid urban development on the fringes of cities.
- Nelson noted that growth and development near City boundaries did impact cities. These lands are likely to become part of the City in the future just by their proximity and if they are developed it is important they are developed to standards compatible with Nampa, particularly true for subdivisions.
- According to Nelson, there may become a time when septic systems fail and the urban fringe subdivisions will want to become part of Nampa. At that time the process would work better for everyone if the subdivisions follow Nampa's current subdivision standards when new subdivisions develop.
- The Area of Impact, reported Nelson, allows the City to plan for growth and services that will be needed in the future and to coordinate how those services will be provided. When development occurs on these lands, the Area of Impact makes it clear which rules apply and what is expected.
- The City of Nampa and Canyon County first agreed to an Area of Impact in 1979 and it was then adjusted in 1995, updated in 2000 and the present boundaries set in 2005, reported Nelson.
- Areas 5 and 6 on the map, continued Nelson, had been contemplated and agreed upon by Caldwell and Nampa for several years. Last summer, Nampa, Caldwell, and Canyon County staff met again to reconfirm those boundaries and discussed problem areas with the current boundary.
- Areas 1 through 4, stated Nelson, were the areas proposed for adjustments because those properties could be better served by the opposite City's Area of Impact.
- Nelson reported the Area of City Impact process is regulated and mandated by State Code, and the boundary is negotiated between the City and County officials and results in two Ordinances, the Map Boundary Ordinance, as well as an Agreement Ordinance which describes which plans and Ordinances will be used within the boundary area.
- The City, advised Nelson, was not proposing changes to the governing Ordinance at this time, although that may occur in the future. The governing Ordinance states, reported Nelson, that if a subdivision is developed within the City of Nampa Impact Area then it shall follow City of Nampa standards.

- According to Nelson, Canyon County also sends land use applications and zoning applications for comment to City of Nampa staff. The City of Nampa comments are not binding, noted Nelson, but the City does get a chance to review those applications.
- Canyon County zoning, stated Nelson, applies in the Area of Impact – and that would not change. Canyon County’s Comprehensive Plan also applies in the Area of Impact.
- Nelson indicated the proposed changes to the Area of Impact on the map.
- Nelson stated there were 3,895 acres in all of the expansion and swap areas.
- Nelson noted Area 1, near Ustick Rd and Midland Rd, and added that parcel was currently split between the Caldwell and Nampa Areas of City Impact. The parcel was also included in Nampa’s Urban Renewal Area so it made sense to Caldwell and Nampa to include it totally in the Nampa Area of Impact.
- Areas 2A and 2B, near Nampa Caldwell Blvd and Homedale Rd, located within the current Areas of City Impact boundaries do not touch. Therefore, added Nelson, Area 2A would go to Nampa Area of City Impact, Area 2B to Caldwell Area of City Impact, and Area 3 on Midway Rd and Homedale Rd would go to Caldwell Area of City Impact due to the fact it currently touched the Caldwell City boundary. Area 4 had already been annexed into the City of Nampa and this would have the Area of City Impact boundary match the City limits.
- Area 5, advised Nelson, was an expansion area discussed with the City of Caldwell, starting in 2005.
- Nelson stated it was important that property owners should know which jurisdiction they should go to when they want to develop or tie into a City service.
- Nelson emphasized it was important for Nampa and Caldwell to determine where the Area of Impact line will be in the future.
- According to Nelson, Area 5 had been included in the Nampa Comprehensive Plan and several Master Plans and the City of Nampa can serve the area in the future with water and sewer – and some of that area has already been annexed.
- Area 6, stated Nelson, had also been considered for several years and was included in the City’s Comprehensive Plan and designated as Agricultural – but it does touch City boundaries in a few locations so development pressure could occur.
- Nelson noted there had been a few inquiries and concerns about the Impact Area expansion – and those were primarily from Impact Area 6.
- Nelson noted a letter had been received from Alan Mills, dated March 17, 2016, representative for Tim Rambo, opposed to inclusion in the Nampa Area of Impact No. 6. If Area 6 was approved for inclusion in the Nampa Area of Impact, there would be no change, to Mr Rambo’s zoning, or any other zoning.
- Canyon County zoning, emphasized Nelson, would still apply.
- The Area of Impact will not affect taxation, reiterated Nelson.
- Property owners would only be affected if they wish to develop their land, noted Nelson, and the City Subdivision Ordinance would apply to subdivision development, and the City could comment on other land use applications.
- Nelson referred to State Code regarding the three factors determining Area of City Impact boundaries: Trade, Geography, and if those areas could reasonably be expected to become part of the City in the future.
- Regarding Trade, stated Nelson, residents of the subject areas certainly come to Nampa for goods, services, and employment as it was a trade center.
- There are no geographic boundaries that would prevent the City supplying services in the future, reported Nelson.
- According to Nelson, some development pressure had already been seen, and growth forecasts do suggest there will be more development in the subject areas.
- Nelson indicated the Population Density Forecast from COMPASS, for the year 2040 for the Traffic Analysis Zones.
- Kehoe inquired if inclusion in the Nampa Area of Impact would make any difference to the Rambo Gravel Pit.
- Nelson replied it would make no difference to that business, unless in the future they chose to annex the property into the City and develop it.
- In response to a question from Myers, Nelson stated the proposed expansion of the Nampa Area of Impact would be more of a planning tool that would allow the City to know where the City boundaries could be by the year 2040, and where the services would be needed and provided, and how Nampa would develop.

Acting Chairman Rodriguez proceeded to public testimony.

Randall Peterman of 3865 N Julian Way, Boise – in favor:

- Mr Peterman stated he and his wife Linda were the owners of the parcel labeled as Area 4 and were in favor of the proposed exchange from the City of Caldwell Area of Impact to the City of Nampa Area of Impact.
- Mr Peterman stated Area 4 was located at the southwest corner of Karcher Rd and Midway Rd.
- They purchased the property, added Mr Peterman, in 2013, it had been annexed into the City of Nampa in 2008 and they relied on that fact when they purchased the property.
- Mr Peterman emphasized that no matter what the Planning and Zoning Commission recommended for the other parcels, it should be recommended to City Council to bring Area 4 in the City of Nampa Area of Impact as the property had already been annexed into the City of Nampa.

Brian Billingsley of 621 Cleveland Blvd, Caldwell – in favor:

- Mr Billingsley stated he was the Planning and Zoning Director for the City of Caldwell and was present at the meeting tonight to confirm the City of Caldwell was in agreement with the boundary adjustments with the City of Nampa.
- Mr Billingsley confirmed the City of Caldwell was in agreement and there should be no conflict between the two cities.
- In response to a question from Acting Chairman Rodriguez, Mr Billingsley noted the City of Caldwell gave up Area 4 on Karcher Rd, in 2008, and considered Karcher Rd would probably become a commercial corridor in the future.
- Mr Billingsley noted the other areas of exchange between Caldwell and Nampa and considered the proposed exchanges would be fair to both cities.
- Mr Billingsley added Area 1 would still be under Canyon County services and jurisdiction until such time as the property annexed into the City of Nampa.

Mr John Babcock of 12497 Midway Rd, Nampa – opposed:

- Mr Babcock stated he owned 160 acres in the vicinity of Midway Rd and Lake Lowell Ave/Iowa Ave, located within Area 5 of the proposed Area of Impact.
- Mr Babcock calculated his property comprised 4 percent of the 3980 acres involved in the proposed Area of City Impact.
- Mr Babcock stated his parents homesteaded the property he now owns back in the 1950's when they took it out of sagebrush, they farmed 50 acres of the 80, and there were still 35 acres of sagebrush.
- According to Mr Babcock, he had boy scout troops that camp on his property, and there were also deer and Canadian geese that reside and travel through there.
- In addition, stated Mr Babcock, there were two other 40 acre parcels that he owned on Lake Lowell Ave.
- Mr Babcock discussed the crops and cattle that were raised on his ranch.
- Mr Babcock stated, for the record, his property will never be subdivided. At the present time, his church was evaluating his property to determine if their future plans could use his three parcels for a welfare farm, a recreational facility for the scouts, etc, for church buildings, or a combination thereof.
- Mr Babcock added the church would have to promise him they will keep the property together and never subdivide, if not, it will go into the Conservation Trust Land Bank where it can never be subdivided.
- Mr Babcock stated the City of Nampa had some disagreeable behavior which seemed to be greed motivated – and stated the people of Carriage Hill Subdivision were charged twice as much for water because they do not use the sewer.
- Mr Babcock cited concerns with his property being in the City limits because the Assessor would be required to tax it at full market value or forcing him to raise crops to prove it was not a subdivision, or telling him he would have to have animals on the property as had been done to a neighboring property owner.
- According to Mr Babcock, he did not want City sewer or City water, City Ordinances, or curfews or noise regulations, and preferred the Canyon County Sheriff's deputies.
- Mr Babcock considered the first step of annexation should not be taken.
- Kehoe inquired why Mr Babcock thought all those things that Mr Babcock had just stated would happen.
- Mr Babcock stated that the approval of the expanded Area of Impact would be the very first step in annexation.

Marilee Shoemaker of 13136 S Midway Rd – opposed but did not wish to speak.

Larry shoemaker of 13136 S Midway Rd – opposed but did not wish to speak.

Casey McGrew of 13157 S Midway Rd – opposed but did not wish to speak.

Denise Gilmore of 13157 S Midway Rd – opposed but did into wish to speak.

Cheryl Schaffer of 13063 Midway Rd – opposed but did not wish to speak.
Boyd Schaffer of 13063 Midway Rd – opposed but did not wish to speak.
Shayne Perdue of 12426 Iowa Ave, - opposed but did not wish to speak.
Brett Cope of 12359 Moss Ln – opposed but did not wish to speak.

Dennis DeBord, 13203 Rivendale Ct, Nampa – opposed:

- Mr DeBord stated he agreed with Mr Babcock's comments.
- According to Mr DeBord, he built his home in 2006 on 2 acres and the difference between City and County taxes would be almost twice as much in the City.
- Additionally, when he built his home in the Canyon County, continued Mr DeBord, the Nampa Fire Chief came to the property and stated they were stopping the construction because the home required a sprinkler system, and that system cost \$8,000 to put in, plus additional time renting. Now, the Nampa Fire Department had changed their mind and stated that fire sprinkling was not required.

Howard Henning of 1110 Coyote Cove Rd, Nampa – opposed:

- Mr Henning stated the Notice from the City of Nampa regarding the proposed Area of Impact had brought all the property owners together.
- Mr Henning presented two signed Petitions to the Commission, as a demonstration of their opposition to the proposed Area of Impact expansion, and requested they be removed from the proposed Area of Impact.
- Both Petitions, continued Mr Henning, covered Area 6. The first Petition represented property owners on S Middleton Rd, Coyote Cove Rd and Meredith Ct – encompassing a total of 26 households, and the Petition was signed by 23 of those households.
- The second Petition, continued Mr Henning, represented property owners within the West Greenhurst Homeowners Association, with households on the south side of W Greenhurst Rd and on Nez Perce Rd, a total of 17 households, and the Petition was signed by 13 of those households.
- Mr Henning noted the total of 61 signatures on the Petitions.
- Mr Henning referred to the fact how important property rights were to the founders of the country and noted those signing the Petitions do not consent to inclusion in the Area of Impact.

Ginette Lanto of 11152 Coyote Cove Rd, Nampa – opposed:

- Ms Lanto stated she and her husband had lived at that address since 2005.
- Ms Lanto referred to the Staff Report posted on the City of Nampa website, specifically the verbiage on Page 2, regarding the Area of Impact intended to be a safeguard to ensure protection of land....
- In 2005, continued Ms Lanto, it was determined that area would not be annexed or in the Area of Impact.
- Eight years prior to that, stated Ms Lanto, one of the areas was being considered for a subdivision and she came to a hearing where there had been a big discussion on the Wildlife Refuge area and the impact any buildings would have on that area.
- Page 2, under Map Boundary Ordinance, added Ms Lanto, "...consideration of various factors, including trade areas, geographic factors; and areas that can reasonably be expected to become a part of the City in the future."
- Ms Lanto referred to Page 5, under Findings, where it states, "State planning law requires that three factors be considered when defining an impact area. Nampa has considered each factor....Trade considerations....have very few alternatives for accessing goods and services....and forces residents to travel significant distances for necessities..." Ms Lanto considered that statement would not apply to Area 6.
- Ms Lanto referred to "Geographic factors....Each study has indicated Nampa as the most suitable service provider for this area." Once again, that portion of Area 6 is a fully developed community of 26 homes that have signed the Petition and all 26 have their own septic and water systems and the lots will not be splitting any further.
- Regarding "Development potential....will increase density in the expansion areas. Utilities will be needed and private development will continue to seek annexation in order to obtain these services....It is reasonable to conclude that the expansion area will be a part of Nampa in the future." Again, stated Ms Lanto, the development would not be something that would apply to Area 6, so for that reason, she would like that portion of Area 6 to be exempt.
- Ms Lanto inquired if a certain portion of Area 6 could be exempt.

Bill Deakins of 11882 Nez Perce Rd, Nampa – opposed:

- Mr Deakins stated his comments represented the portion of Area 6 represents by households in Coyote Cove, Meredith Ct, S Middleton Rd, W Greenhurst Rd and Nez Perce Rd.
- As a group, stated Mr Deakins, they object to inclusion in the Area of Impact.
- Mr Deakins suggested it would be reasonable to be excluded from the Area of Impact because every single person they had talked to was not in favor of ever being included in the City of Nampa in relation to any future attempt to annex.
- Mr Deakins noted the Staff Report stated that it remained City policy not to use forced annexation. Mr Deakins noted if forced annexation would not be implemented and everyone in that area opposes annexation, then it would be reasonable to remove Area 6 from the Area of Impact.
- According to Mr Deakin, there was no room for future development in Area 6, because it was fully developed between Coyote Cove and Greenhurst Rd. The properties were self-sufficient and there would be no need for City services because each property had its own well and well maintained septic systems, and a separate irrigation well serves many of the acreages.
- Mr Deakins noted the fees included in his property taxes.
- Mr Deakins advised that neither he nor his wife wished to live in the City and again requested Area 6 be removed from the Area of Impact.

Paul Cope of 12373 Moss Ln, Nampa – opposed:

- Mr Cope stated his property was located in Area 5 of the proposed City of Nampa Area of Impact., with a 40 acre sand and gravel company.
- Mr Cope stated his company would be in operation for a while and have already obtained a C-U-P from the County for another 64 acres across the road, also in Area 5.
- Mr Cope noted that would be another 104 acres in Area 5 alone that was in operation as a sand and gravel operation.

Dusty Dutcher of 11425 Greenhurst Rd, Nampa – opposed:

- Mr Dutcher concurred Area 6 was not developing, not many people have moved to that area and it would not be developed.
- Mr Dutcher referred to the COMPASS Study which indicated that Area 6 would not have any development between 2015 and 2040.

John Redding of 12888 Lake Avenue, Nampa – opposed:

- Mr Redding stated his property was right in the middle of the upper Lake Lowell Dam.
- According to Mr Redding he had not received a letter regarding the Nampa Area of Impact.
- Mr Redding concurred with Mr Babcock's comments.
- The property owners, added Mr Redding, get along with the National Wildlife Refuge.
- There have been so many subdivisions going into that area, stated Mr Redding, that the deer have gone, and there are no more geese.
- Mr Redding noted his 140 acres near the Cope gravel pit and Mr Babcock's land that would not develop in the future.

Laurie Marx of 12654 Wild Rose Lane, Nampa – opposed:

- Ms Marx stated their property was also located in Area 5 and she was representing the Wild Rose Ranchettes Subdivision Homeowners Board.
- The subdivision, added Ms Marx, was fully developed with their own community water system and individual septic systems, and all of the amenities already provided. The majority of the members of the Wild Rose Ranchettes Subdivision would not be interested in being annexed into the City.
- According to Ms Marx, she and her husband had chosen to move to the country and it was nice to be in a quiet area and to be able to ride their horses in the vicinity.
- Ms Marx stated the Wild Rose Ranchettes already pay property taxes for the services they receive and do not seek any further assistance, and, therefore were requesting to be excluded from the Impact Area expansion.

Wilma Huston of 12649 Memory Ln, Nampa – opposed:

- According to Ms Huston, her family – the Bennetts, had owned the quarter section of property, next to the Babcocks.
- According to Ms Huston, her family sold the County the park at the end of the dam.

- Ms Huston stated her grandparents and family members helped to build the dam.
- Ms Huston stated that at the present time she owned 10 acres next to Lake Lowell and voiced concern regarding what would happen between the City and the Bureau of Reclamation because they were trying to encroach on the property owners all the time with the Wildlife Refuge and their demands about using the lake that had actually been formed by the farmers.

Ken Feaster-Eytchison of 11349 Greenhurst, Nampa – opposed:

- Mr Feaster-Eytchison stated the subdivisions in that section of Area 6 have in their CC&Rs that the lots cannot be further subdivided.
- In response to a question from Acting Chairman Rodriguez Mr Feaster-Eytchison stated that according to the CC&Rs the lots within the subdivision cannot be further subdivided to create more housing.

Terry Bird of 12454 Iowa Ave, Nampa – opposed:

- Mr Bird stated he had more questions.
- Mr Bird inquired at what capacity was the current sewer system operating at in the City of Nampa.
- What was the quality of the City of Nampa water system and the delivery system of the water, questioned Mr Bird.
- Mr Bird stated if the annexations went through, the property owners would lose their water rights.
- Mr Bird voiced concern regarding the haphazard sprawl situation going on in the City of Nampa and City of Caldwell.
- The location of the schools, the location of the Walmarts were contributing to the sprawl situation on what should be considered the best growing ground.

Arlene Devlin of 22026 Rio Vista Dr, Caldwell – in favor of inclusion in Area of Impact expansion.

- Ms Devlin stated she and her husband owned property in Area 1,
- According to Ms Devlin they owned 150 acres bordered by Ustick Rd, the railroad track and Midland Blvd and having the property split between the City of Nampa and the City of Caldwell Impact Areas would be difficult.
- Ms Devlin stated she was not aware that there would be this much opposition to the other areas involved in the City of Nampa Area of Impact expansion, but would like to be considered in favor for inclusion of Area 1, regardless of the decisions for Areas 5 and 6.

Patricia Nilsson – Director of Canyon County Development Services:

- Ms Nilsson stated she was present in order to listen and answer any questions.
- The County Planning and Zoning Commission, stated Ms Nilsson, will hold their public hearing on April 21st.
- Ms Nilsson noted that the City of Nampa staff, City of Caldwell staff and Canyon County have been working closely together on the proposal for Area of Impact expansion.
- In response to a question from Acting Chairman Rodriguez, Ms Nilsson advised that under State Law the Impact Area boundaries have to be mutually agreed upon negotiation, and typically the County likes to see each City's individual proposal.
- There was a meeting with Canyon County early in the process, added Ms Nilsson, and there was agreement to move forward and take it to public hearing. The cities and the County then embarked on the Planning and Zoning Commission hearings.
- After that, stated Ms Nilsson, would be the City Council public hearings and after that would be the County Commissioners' public hearing, and it would not be official until the County Commissioners adopt the Area of Impact.
- Ms Nilsson responded to a question from Acting Chairman Rodriguez and advised the County had updated their plan to reflect the existing zones in 2012.
- The County had also removed the ability to get subdivision approval by Conditional Use Permit, added Ms Nilsson.
- The densest development in the County, stated Ms Nilsson, would be the R-2 district – allowing half acre lots, and a 12,000 sq ft lot would be permitted if the lot was connected to City water and sewer – which would only be in the Impact Area where City services would be available.
- Discussion followed regarding the process for the Area of Impact expansion.
- In response to a question regarding any changes to property taxes on properties in the Area of Impact, Ms Nilsson stated the Assessor would assess any property at market rate and emphasized the Area of Impact would not affect property taxes at all, and the Assessor was covered by a whole set of other State laws.

- Ms Nilsson noted a Recreation Center might require sewer service, and it could be incredibly expensive to put in an advanced treatment system because there would be no access to City sewer.
- Properties located in the Area of City Impact might provide more choices to property owners in the future and there were some benefits available to property owners by having City services available should they need them in the future, noted Ms Nilsson.

Charles Dennis 12657 Memory Ln – Nampa:

- Mr Dennis referred to the fact he had done a study on the COMPASS long range planning on traffic patterns.
- There had been a long range plan, added Mr Dennis, to put a loop or beltway around the Treasure Valley, which would go either the north side or south side of Lake Lowell, and questioned if that plan was still in the works.

Lois Troyer of 11001 Coyote Cove, Nampa:

- Ms Troyer noted there had been some discussion about 8 years ago regarding bringing in City services and advised it had been cost prohibitive to bring in City sewer or water over to Coyote Cove when she checked.

Mr John Babcock:

- Mr Babcock marked on the map the areas noted by the property owners that had spoken.

Karla Nelson – Nampa Community Planner:

- Nelson reiterated that inclusion in the Area of Impact would not increase taxation.
- Nelson stated the City was not planning to forcibly annex any properties.
- Nelson considered the proposed Area of Impact would not make much impact to most property owners.
- Kröpp inquired if certain areas could be excluded from the Area of Impact expansion.
- Nelson replied that could certainly be done, however, it would just mean going back to the drawing board with Canyon County, City of Caldwell and Nampa staff.

Planning Director Holm:

- Most of the changes, stated Holm, were on the southern boundary in Areas 5 and 6 and that boundary could be changed without effecting the division between Nampa and Caldwell in terms of the westerly boundary.

Karla Nelson – Nampa Community Planner:

- In response to a question from Acting Chairman Rodriguez, Nelson advised any expansion of the Area of Impact would mean the City of Nampa would not be taking over any services from the County.
- All the services, reiterated Nelson, would remain the same unless the property owners decided to annex into the City and then some services may change.
- Nelson advised if a developer wanted to connect to City services and was adjacent to City limits, they could annex and connect to City services if available. However, that development would not, continued Nelson, force any adjacent property owners to annex into the City or connect to City services.
- Kehoe noted there were already many enclaved areas in the city that had not been forced to annex into the City or connect to City services.
- Discussion followed on possibly changing the boundaries of the proposed Area of Impact expansion.
- Nelson responded to a question from Acting Chairman Rodriguez and referred to the Transportation Master Plan.

Staff Engineer Badger:

- Badger referred to the City of Nampa Master Transportation Plan for the entire City that looks at the City as it grows, and as identified by COMPASS. COMPASS, added Badger, does the large overall growth projections for the City, the entire County and Treasure Valley. In the Nampa Transportation Master Plan the City looks at the growth projections and determines what traffic improvements are needed - where and when.
- Badger stated the City also looked at those projections and planned for the Area of Impact.
- If the proposed Area of Impact expansion were to be approved, stated Badger, the next update of the Transportation Master Plan would look at the areas and determine what improvements would be needed and when. The more specific granular detail of those traffic patterns are done at the time of development and determine what needs to happen at specific intersections, as the Transportation Master Plan is more of a general overall plan for the entire City for mainly arterials and collectors.

- Regarding the water quality, Badger emphasized the City of Nampa water system meets all State and Federal water quality standards for a public municipal water system. There is a very robust well system throughout the City, continued Badger, with very good water quality.
- According to Badger, when Areas 5 and 6 were initially discussed back in the early 2000s, the City was in the process of doing Sewer Master Planning for the entire City and Areas 5 and 6 were incorporated into the Master Plans at that time – to identify the line sizing and lines that would need to be installed to serve those areas. As a developer comes in and applies for a subdivision they would be required to extend those services.
- Regarding sewer capacity, Badger stated the City of Nampa’s Wastewater Treatment Plant was continually being upgraded to increase the capacity, and based on the Master Planning efforts at buildout at the Wastewater Plan there would be adequate capacity to serve those areas at the time they develop.
- In response to a question from Myers, Badger stated the areas that were looked at in the Master Plans would be the Area of Impact. At the last iteration of the Master Plan Areas 5 and 6 were not included because they were not in the Area of Impact at that time, but some accommodations were made for the previous study to still allow what would need to happen inside the current Area of Impact to service the expansion of the Area of Impact.
- In response to a comment from Ms Troyer, Badger stated the Coyote Cove area did sit in a bit of a bowl and the Master Plan had identified that when sewer service was needed in that area it will require a sewer lift station to do that – and that would not happen until such time as they made that request.

Patricia Nilsson – Canyon County Community Development Director:

- Regarding the loop concept/beltway around Treasure Valley, Ms Nilsson stated there were a lot of public workshops regarding that subject and it finally ended up with the Kuna-Mora Rd corridor study, looking at a connection between Ada and Canyon County along Kuna-Mora Rd. According to Ms Nilsson, the ACHD had started the study and then discontinued it.

Mr Peterman:

- Mr Peterman noted the majority of the comments in opposition have involved Areas 5 and 6, which does not implicate the Statute. The Statute, added Mr Peterman, was intended to require negotiations between the cities and the county relative to Areas 1, 2, 3 and 4.
- Mr Peterman reiterated the Commission could defer the issues on Areas 5 and 6, but still approve the rest of Areas 1, 2, 3 and 4 in order to get things straightened out under the Statute.

Myers motioned and Kropp seconded to close public hearing. Motion carried.

- Kehoe suggested Areas 5 and 6 should be redesigned to address the concerns of those residents.
- Sellman concurred and suggested Areas 1 – 4 could still be considered for the Areas of Impact and exclude Areas 5 and 6 for review in the future.
- Myers stated the decisions could be made at the public hearing tonight.
- Holm agreed the decisions could be made at tonight’s meeting and suggested the dividing line could run along W Roosevelt, with Areas 1, 2, 3, 4 and 5 to the north of W Roosevelt to be included in the Area of Impact, and excluding Areas 5 and 6 to the south of W Roosevelt from the Area of Impact.
- Discussion followed regarding the areas to be included and excluded from the Area of Impact.

Kehoe motioned and Sellman seconded to recommend to City Council that:

Area 6 be totally excluded from the proposed Area of Impact;

Area 5 from W Roosevelt Ave south be excluded from the proposed Area of Impact;

Areas 1, 2, 3 and 4 and Area 5 to the north of W Roosevelt Ave be included in the proposed Area of Impact.

Motion carried.

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

Staff Finding and Discussion

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

Recommended Approval Conditions

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

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

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

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

MOTION CARRIED

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

MOTION CARRIED

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

Planner II Karla Nelson presented the following staff report:

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

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSED BOUNDARY AMENDMENTS

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

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

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

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

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

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

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

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

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

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

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

AREA 1

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

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

AREA 2A

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

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

AREA 2B

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

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

AREA 3

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

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

AREA 4

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

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

(See Map for Reference)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MOTION CARRIED

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

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

Councilmember White made comments.

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

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

The following Resolution was presented:

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NAMPA, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS. (Parks)

MOVED by Haverfield and **SECONDED** by Skaug to pass the resolution as presented. The Mayor asked for a roll call vote with Councilmembers present voting YES. The Mayor declared the resolution passed, numbered it 21-2016 and directed the clerk to record it as required
MOTION CARRIED

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

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

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

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

Mark Hilty said that Council can vote on the item.

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

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

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



PLANNING & ZONING DEPARTMENT

Before the Mayor & City Council
Meeting of 18 JULY 2016

PUBLIC HEARING ITEM NO. 2 STAFF REPORT

Applicants/Representative(s):

Jennifer Trujillo

File No(s): VAC 0008-2016 & VAR-00010-2016

Analyst: Robert Hobbs

Requested Action(s):

1. **Vacation as follows:**

The southerly five feet (5') of a ten foot (10') utility easement running along the westerly fifty-five feet (55') of a lot's north property line; and,

(Decision Required: *Decision*)

2. **Variance to N.C.C. § 10-8-6.C that requires a twenty foot (20') front yard setback for/to a structure from a property's front property line in order to allow an existing carport to remain with a five foot (5') front yard setback on the same lot referenced above...**

(Decision Required: *Decision*)

Appertaining to:

More descriptively, being Lot 15 of Block 1 of Grange Park Subdivision addressed as 1227 Eldoran Drive in the SE ¼ of Section 17, T3N, R2W in a RS 6 (Single-Family Residential, 6,000 sq. ft. min. lot size) Zone within the City of Nampa (herein throughout the "Property")...refer to Vicinity and plat maps attached hereto...

History:

In seeking identification by our office of the Property as "real property", it was discovered that a carport that intrudes into the Property's front yard utility easement and setback was built at an indeterminate point in the past as an add-on to the existing manufactured home on the

Property. It was revealed that a building permit was not issued to sanction the carport's construction and attachment, nor to facilitate a City inspector to review its structural integrity and the integrity of its connection to the manufactured home residence on the Property.

APPLICABLE REGULATIONS

10-27-12: Amended Plats; Vacations

C. Vacations: Vacation approval shall be required in order to either erase some or all of an easement or right of way. Vacation approval shall be required in order to move the location of all or part of an already platted and recorded right of way or easement. Processing of vacation requests for easements and/or rights of way shall be executed in accordance with provisions of Idaho state code. Right of way vacations shall be done by ordinance of the city council and approved first by the same during a public hearing. Alternatively, a re-plat of a subdivision may also serve to vacate easements and/or rights of way when filed, approved by the city, and then recorded. (Ord. 3573, 5-1-2006)

GENERAL INFORMATION/NARRATED FINDINGS

State law indicates that, "Easements shall be vacated in the same manner as streets." (§ 50-1325). Idaho Code Section 50-1321 requires that in order to vacate a street, among other prerequisites, "the owner or owners of the property abutting said public street...have been served with notice of the proposed abandonment in the same manner and for the same time as is now or may hereafter be provide for the service of the summons in an action at law." This appears distinct from a situation where a plat is being proposed for vacation and wherein lie one or more utility easements where a different set of notification requirements appertain (I.C. § 50-1306 (A) (5)).

Not too long ago, the subdivision ordinance section of the City's zoning code was amended with respect to vacation requests. Previously, the code indicated that Staff [could] review and approve utility easement Vacation requests. In such cases we customarily opted for review by City Council given requirements in state law that govern notification of easement vacations viewed as potentially "trumping" our code. (Legal counsel approved of causing Council review of easement Vacation applications after having met with Staff in January of 2013 to re-visit how we handle/process vacations of easements, etc.) In short, it was determined that convening a public hearing gives all interested parties/neighbors a chance to find out what is being proposed (concurrently satisfying State mandated notification requirements), and, to provide information regarding the endeavor to the City which may be of use/concern.

No set criteria govern the appropriateness of a Vacation request, the decision being left to the discretionary judgment of the authority hearing the request. Need to protect an easement to serve a public or other vital or prevailing interest may serve as rationale to reject a Vacation proposal.

To the matter at hand...based on information provided, this is a request to vacate a portion of a City imposed utility easement on the front of the Property that runs adjacent to Eldoran Drive. Opposition to the endeavor has not been raised by neighbors, City departments or outside agencies (Idaho Power, Intermountain Gas, Nampa Highway District, City Engineering -- see attached correspondence). Specifically, answering agencies have released/relinquished their interests in the easement area proposed for Vacation; however, the

manner in which Intermountain Gas provided a statement of no opposition seems to offer contradictory statements. While not opposed to the Vacation of the easement section proposed, Intermountain Gas asked for reservation of an easement for their line(s). Yet, the map of their gas line locations in the area suggest that no such line is located in the easement section proposed for Vacation. Accordingly, Staff has no concerns about the easement Vacation request.

**RECOMMENDED CONDITIONS
OF APPROVAL RELATED TO VACATION APPLICATION**

N/A

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.

Variances are not intended to allow something that others do not have a permitted right to do. The purpose of a variance is to provide fair treatment and to see that individuals are not penalized because of site characteristics beyond their control. (Ord. 2140; amd. Ord. 2978)

10-24-2: ACTIONS:

A. Granting Of Variance Permit: The council may grant a variance permit with respect to requirements for fences and walls, site, area, width, frontage, depth, coverage, front yard, rear yard, side yards, outdoor living area, height of structures, distances between structures or landscaped areas as the variance was applied for or in modified form if, on the basis of application, investigation and evidence submitted, the council concludes the following:

1. Literal interpretation and enforcement of the regulation would result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of the zoning ordinance.

2. There are extraordinary site characteristics applicable to the property involved or to the intended use of the property which do not apply generally to other properties classified in the same zoning district.
3. Literal interpretation and enforcement of the regulation would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district.
4. The granting of the variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district.
5. The granting of the variance will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

STAFF FINDINGS AND 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.

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 a front yard setback to be assigned to the Property of lesser depth than required of other similarly zoned lots in the City – or at least in the neighborhood within which the Property lies. Specifically, the Applicant petitions the Council to allow their Property to be encumbered with five foot (5') front yard setback, in lieu of twenty feet (20').

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. Findings:

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, a justification statement was not provided by the Applicant per their narrative argues for their Variance request.

In the absence of arguments made by the Applicant in support of their application, Staff notes as follows:

- A) That the carport was possibly emplaced before the Applicant purchased the Property. Were it presented to the City for approval today as positioned, it would not be approved; and,
- B) The carport provides an amenity customary to single-family housing development by establishing a shelter for the Applicant's vehicle(s); and,

- C) That while the carport could have been set to the west side of the manufactured home (possibly as a detached/free-standing structure) it was connected to the northern roofline of the home. If the carport had been positioned about another fifteen feet (15') to the east, it would arguably not have had to meet a twenty foot (20') setback standard, but only five foot (5') instead given that part of the "front property line" of the Property does not abut the cul-de-sac terminus of Eldoran Drive but a neighboring lot instead; and,
- D) While not fully germane to this particular case/matter, there are other carport or temporary carport structures currently placed in violation of code in the fronts of houses in other parts of the City; and,
- E) No complaints have been advanced to the City by neighbors or governmental authorities respecting the carport, its condition or position on the Property. No opposition has been expressed by those same parties respecting this request; and,
- F) To alter or remove the carport may introduce one or more inconveniences to the Applicant that would not have presented themselves had the Applicant not come to the City to seek identification/verification of their lot as "real property"...

Contrarily, Staff also finds as follows:

- A) That the Applicant should have investigated the viability of the carport before purchasing the Property; alternatively, if the carport was installed with the knowledge and consent of the Applicant, then they should have made assurance that a Building Permit was "pulled" for the addition -- which would have helped ensure the carport's compliance with zoning (and Building) codes, including property setbacks; and,
- B) Absent any mitigating issues, there appears to be at least another alternative location on site to erect a carport – that is, to the western side of the Property; and,
- C) That the Property is not atypical in size, land use, slope, setback controls, etc. compared to similar properties in similar circumstances wherein improvements thereon have met code at the time of their emplacement. That is, there appears to be no "topographical hardship associated with the Property sufficient to compel the Council to consider the Applicant's request favorably; and,
- D) Financial or convenience hardships are not of the type and variety normally relieved by Variance Permits by industry practice and are more exposed to legal challenge by any in opposition to their approval than Variances founded in reacting to circumstances derived from physical topography; and,
- E) That there is no known precedent that Staff is aware of where Council has in the past actually approved a similar application for a carport in a position such as the Applicant's. A temporary carport was denied some years ago on Blaine Avenue, but that was on a rectangular lot with more direct street frontage than the Property enjoys (although the City has approved setback Variances from time to time...

III. Supplemental Variance [Related] Findings:

1. The Property (legal description within City case files VAC 0008-2016 and VAR 00010-2016) made the subject of this Variance request is located within the incorporated limits of the City of Nampa; and,
2. The Applicant has a controlling interest in the Property and is authorized to represent the same or allow another party to represent the same in this matter; and,
3. The Applicant proposes a reduced front yard setback (5' in lieu of 20') in association with an easement vacation request with intent to preserve an existing carport on 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 RS 6 Zone comply with all relevant zoning code requirements appertaining thereto (including emplacement of any requisite, extant site improvements); and,
6. That among RS 6 zoning regulations, those portions of properties in the City of Nampa that abut/adjoin a right-of-way are required to provide/yield a twenty foot (20') wide/deep front yard setback within which no parking lot or building improvements (i.e., structures temporary or permanent) may be emplaced; and,
7. The Applicant seeks a Variance Permit from the City of Nampa in order to allow an existing carport positioned in the front yard setback to remain by reducing the required front yard setback from twenty feet (20') to five feet (5'); 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. A statement from the Applicant has not been provided to the City to justify the Variance request as some type of topographical or other physical site hardship or "unique site circumstance" that restricts Property development or "buildout" or use of land as allowed to other City properties or as granted already to City properties developed and/or used in similar fashion to that of the Applicant; and,

12. Adjacent property owners 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, but are imposing a requirement that the Applicant obtain a Building Permit and structural calculations for the carport; and,
15. No direct physical impact on the general public by this request is foreseen by virtue of this request were it approved; expected impact would be center, rather, on the question any approval raises as to its propriety, possibly including a perceived setting of precedence for similar setback code deviations given compliance to setback standards demonstrated by other persons/parties in the City; and,
16. Attached to this report is all of the information Staff had by the time this report was ready to go to print (12 noon, 13 July).

IV. Opinion:

Considered under a classical evaluation of a Variance, with its attendant criteria for approval (i.e., "Conclusions of Law"), Staff finds little merit or precedent in the area to suggest approval of this request. That said, given the extenuating circumstances, and our allowance by code of "unique site circumstances", we see little to be gained at this point by denying the Variance. The unique layout and diminished frontage of the Property where it abuts a part of the cul-de-sac, and, lack of neighbor resistance to a possibly old [but not old enough presumably to be "grandfathered"] condition should be considered. We do note that the Building Department has issues with the carport structure (i.e., its construction and method of attachment) that may result in this matter being a mute issue if the carport is not "upgradable" and must be removed due to non-conformity with Building Code.

RECOMMENDED CONDITION(S) OF APPROVAL

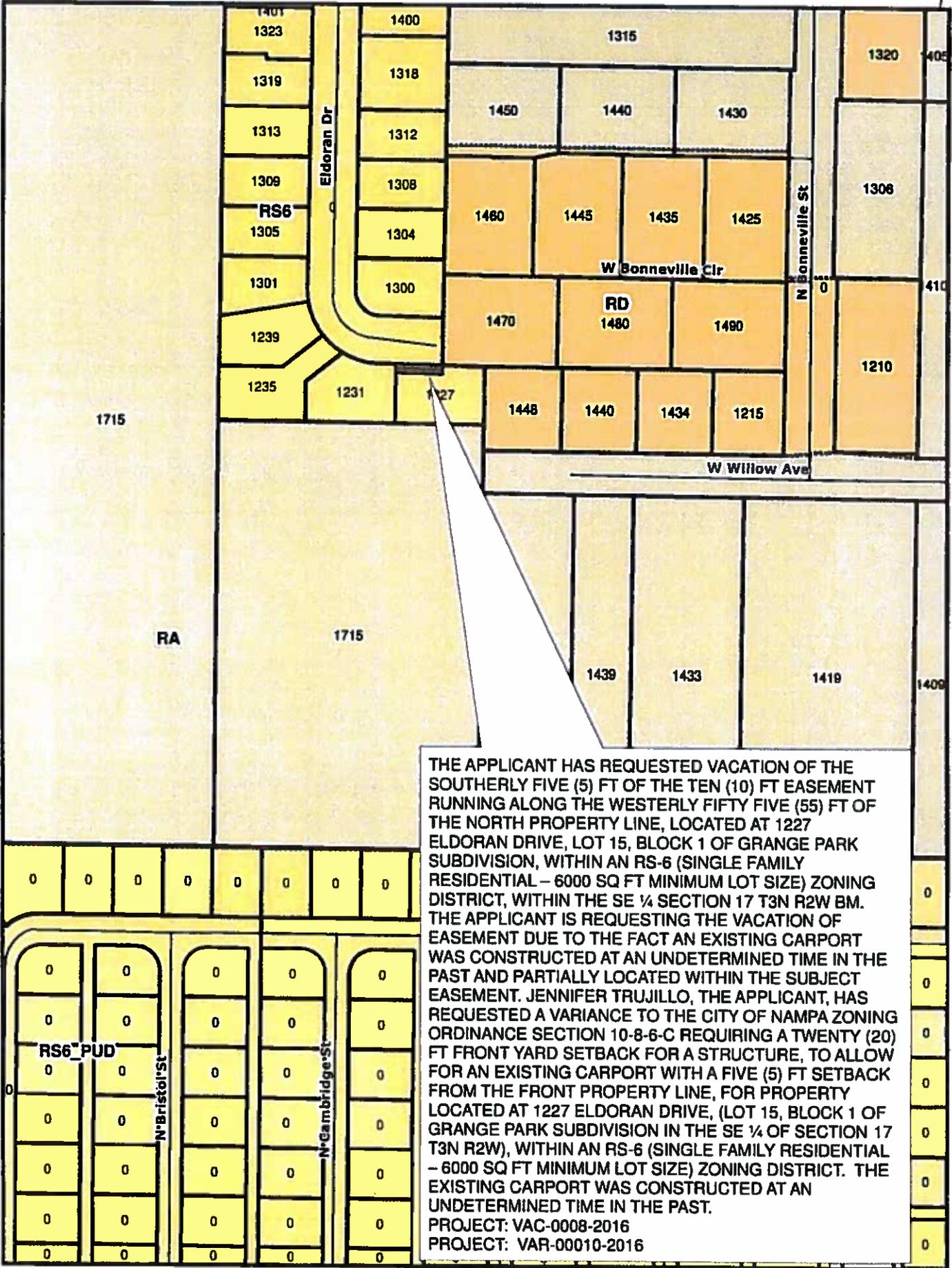
Should the Council vote to approve this Vacation/Variance package request, then Staff recommends that they/you consider imposing the following Condition(s) of Approval against the same:

Generally:

1. Applicant(s) shall comply with all applicable requirements [including obtaining a Building Permit] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire [inspection], Building, Planning and Zoning and Engineering Departments, etc.) as the Variance(s) approval(s) do/does not, and shall not, have the effect of abrogating requirements from those agencies or City divisions/departments...

ATTACHMENTS/EXHIBITS

- Copy(ies) of Vicinity map
(page/Exhibit 10)
- Copy of aerial photos of Property in two scales
(pages/Exhibits 11-12)
- Copy of plat map showing Property and front easement (highlighted area)
(page/Exhibit 13)
- Copies of Vacation and Variance Applications
(pages/Exhibits 14-15)
- Copy of agency, department, company or citizen correspondence, etc.
(pages/Exhibits 16+)



THE APPLICANT HAS REQUESTED VACATION OF THE SOUTHERLY FIVE (5) FT OF THE TEN (10) FT EASEMENT RUNNING ALONG THE WESTERLY FIFTY FIVE (55) FT OF THE NORTH PROPERTY LINE, LOCATED AT 1227 ELDORAN DRIVE, LOT 15, BLOCK 1 OF GRANGE PARK SUBDIVISION, WITHIN AN RS-6 (SINGLE FAMILY RESIDENTIAL - 6000 SQ FT MINIMUM LOT SIZE) ZONING DISTRICT, WITHIN THE SE ¼ SECTION 17 T3N R2W BM. THE APPLICANT IS REQUESTING THE VACATION OF EASEMENT DUE TO THE FACT AN EXISTING CARPORT WAS CONSTRUCTED AT AN UNDETERMINED TIME IN THE PAST AND PARTIALLY LOCATED WITHIN THE SUBJECT EASEMENT. JENNIFER TRUJILLO, THE APPLICANT, HAS REQUESTED A VARIANCE TO THE CITY OF NAMPA ZONING ORDINANCE SECTION 10-8-6-C REQUIRING A TWENTY (20) FT FRONT YARD SETBACK FOR A STRUCTURE, TO ALLOW FOR AN EXISTING CARPORT WITH A FIVE (5) FT SETBACK FROM THE FRONT PROPERTY LINE, FOR PROPERTY LOCATED AT 1227 ELDORAN DRIVE, (LOT 15, BLOCK 1 OF GRANGE PARK SUBDIVISION IN THE SE ¼ OF SECTION 17 T3N R2W), WITHIN AN RS-6 (SINGLE FAMILY RESIDENTIAL - 6000 SQ FT MINIMUM LOT SIZE) ZONING DISTRICT. THE EXISTING CARPORT WAS CONSTRUCTED AT AN UNDETERMINED TIME IN THE PAST.
 PROJECT: VAC-0008-2016
 PROJECT: VAR-00010-2016

Map



Address Candidates



Address Points

-  Active
-  Hold
-  Proposed
-  Retired
-  Other

County Parcels



12





APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT
City of Nampa, Idaho

This application must be filled out in detail and submitted to the office of the Planning Director for the City of Nampa, Idaho, accompanied by a nonrefundable fee of \$505.00

Name of Applicant/Representative: Jennifer Trujillo Phone: 208-407-2701
 Address: 16697 Rose Briar Ln. City: NAMPA State: ID Zip Code: 83687
 Applicant's interest in property: (circle one) Own Rent Other
 Owner Name: Thomas + Jennifer Trujillo Phone: _____
 Address: _____ City: _____ State: _____ Zip Code: _____

Address of subject property: 1227 EL DORAN DR. NAMPA, ID 83651
 Is a copy of one of the following attached? (circle one) Warranty Deed Proof Of Option Earnest Money Agreement.

Subject Property Information

Please provide the following REQUIRED DOCUMENTATION to complete the vacation:

- Original Legal description of property AND a legible WORD formatted document. (Must have for final recording) Old or illegible title documents will need to be retyped in a WORD formatted document.
- Or Subdivision Grange Park Lot 15 Block 1 Book 18 Page 17
- List of names, addresses AND written consent of the owners and contract purchasers of all the property adjoining the vacated portion.
- Sketch drawing of the portion proposed to be vacated.

Project Description

State (or attach a letter stating) the reason you desire the easement, public right-of-way, plat or part thereof to be vacated:

Existing CARPORT

Dated this 27th day of June, 20 16

Jennifer L. Trujillo
Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa City Council. If the Council desires it may refer the application to the Planning Commission for its recommendation. If the application is recommended for approval the City Council shall hold a public hearing.

Written notice of the public hearing shall be sent to all property owners within 300 feet of the boundaries of the proposed vacation by certified mail with return receipt, at least 10 days prior to the date of the public hearing. Notice shall also be published once a week for 2 successive weeks in the Idaho Press-Tribune, with the last publication at least 7 days prior to the hearing. You will be given notice of the public hearings and should be present to answer any questions.

For Office Use Only:

File Number: VAC _____ - 20__ Project Name: _____



7/15/16 cc
Robert

APPLICATION FOR VARIANCE

City of Nampa, Idaho

15

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: Jennifer Trujillo Phone: 208-407-2701
Address: 1227 EL DORAN DR. City: NAMPA State: ID Zip Code: 83651

Applicant's interest in property: (circle one) Own Rent Other

Owner Name: Thomas & Jennifer Trujillo Phone: 208-407-2701 208-
Address: 16697 Rose Brigg Ln. City: NAMPA State: ID Zip Code: 83687 475-4761

Address of subject property: 1227 EL DORAN DR. NAMPA ID 83451

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 GRANGE PARK Lot 15 Block 1 Book 18 Page 17
- 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):

Existing CARPORT in setbacks

Dated this 21st day of June, 20 16

Thomas L. Trujillo
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.

<u>For Office Use Only:</u>	
File Number: VAR <u>010</u> - 20 <u>16</u>	Project Name: <u>Front Yard Setbacks</u>



16

July 12, 2016

City of Nampa, Idaho
Attn: Norman L. Holm, Planning Director
411 3rd Street South
Nampa, Idaho 83651

Re: Partial relinquishment of utility easement in Grange Park Subdivision

Dear Mr. Holm:

This is in response to your letter to Idaho Power Company dated June 29, 2016, regarding the possible relinquishment of the public utility easement bordering the southerly five (5) feet of the ten (10) foot easement running along the westerly fifty-five (55) feet of the north property line located at 1227 El Doran Drive, Lot 15, Block 1 of Grange Park Subdivision in Nampa, Idaho (the "Utility Easement Area").

Our records and a physical inventory indicate that there are no Idaho Power Company facilities with the Utility Easement Area. As such, Idaho Power agrees to relinquish what easement rights are found within the Utility Easement Area.

Thank you once again for providing Idaho Power Company the opportunity to review and comment upon the subject petition for relinquishment.

Sincerely,

Mary K. Alandt
Associate Real Estate Specialist
Land Management and Permitting
(208) 388-2699
malandt@idahopower.com

cc: Jennifer Trujillo



17

July 6, 2016

Norman L Holm
Planning Director
Planning & Zoning Dept
411 3rd Street S
Nampa, ID 83651

RE: Request for easement vacation VAC-0008-2016

Dear Sir;

Intermountain Gas Co. has received the request to vacate the southerly five (5) feet of the ten (10) foot easement running along the westerly fifty five (55) feet of the north property line, located at 1227 Eldoran Drive, Lot 15 Block 1 of Grange Park Subdivision, Nampa, Canyon County.

After review, we find the vacation request acceptable if the utility easement is retained for all existing gas facilities. Intermountain Gas requires a five (5) foot easement on either side of our existing facilities and for no permanent structure to be built within the easement. Any requested relocation of our existing gas facilities will be at the expense of the landowner.

Please contact Brian Bettis at 208/468-6712 in our Nampa Construction office for any relocation requests. Thank you for your consideration.

Sincerely,
Intermountain Gas Company

Jessica Mansell
GIS Field Technician

Enclosure

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, July 12, 2016 8:20 AM
To: Norm Holm
Subject: VAC-0008-2016

Good Morning Norman,

The Nampa Highway District #1 has no objection to the vacation of the southerly 5' of the 10' easement running along the westerly 55' of the north property line located at 1227 Eldoran Dr within an RS-6 zoning district to accommodate an existing carport that was constructed within the subject easement.

If you have any questions 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

Memorandum

To: Mayor and City Council
Cc: Planning and Zoning
Cc: Tom Points, P.E., City Engineer
Cc: Daniel Badger, P.E., Staff Engineer
Cc: Michael Fuss, P. E., Nampa City Public Works Director
From: Jim Brooks – Engineering Division

Date: July 1, 2016

Revised:

Applicant: Jennifer Trujillo

Address: 1667 Rose Briar Lane, Nampa, Idaho 83687

Parcel Address: 1227 Eldoran Drive

Re: Vacation of the southerly 5' of a 10' easement along westerly 55' of the front property line.

VAC 0008-16 for the July 18, 2016 City Council Meeting

Applicant is desirous to vacate a portion of the above describe easement to cure an encroachment consisting of a carport constructed into the easement. The structure was constructed at an undetermined time in the past.

Records indicate that no City utilities reside within this easement. Therefore, the Engineering Division has no concerns with the granting of this request.

Memorandum

To: Mayor and City Council
Cc: Planning and Zoning
Cc: Tom Points, P.E., City Engineer
Cc: Daniel Badger, P.E., Staff Engineer
Cc: Michael Fuss, P. E., Nampa City Public Works Director
From: Jim Brooks – Engineering Division
Date: July 1, 2016
Revised:
Applicant: Jennifer Trujillo
Address: 1667 Rose Briar Lane, Nampa, Idaho 83687
Parcel Address: 1227 Eldoran Drive
Re: Front yard setback reduction from 20' to 5' for an existing carport.

VAR 010-16 for the July 18, 2016 City Council Meeting

The Engineering Division has no concerns with the granting of this request.

Sylvia Mackrill

From: Neil Jones
Sent: Tuesday, July 05, 2016 10:27 AM
To: Sylvia Mackrill
Subject: RE: VAC 0008-2016 Vacation of easement at 1227 Eldoran for Jennifer Trujillo

Building Department will require, a building permit and will need to have Structural calculations and observation done by an Idaho licensed Structural Engineer.

Neil Jones
Plans Examiner Supervisor
P: 208.468.5492 F: 208.468.4494
[Department of Building Safety, Like us on Facebook](#)

From: Sylvia Mackrill
Sent: Tuesday, June 28, 2016 11:09 AM
To: Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Craig Tarter <tarterc@cityofnampa.us>; Daniel Badger <BadgerD@cityofnampa.us>; Don Barr <barrd@cityofnampa.us>; Eric Skoglund <skoglundl@cityofnampa.us>; Jeff Barnes <barnesj@cityofnampa.us>; Jennifer Yost <yostj@cityofnampa.us>; Jim Brooks <brooksj@cityofnampa.us>; Kent Lovelace <lovelacek@cityofnampa.us>; 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>; Vickie Holbrook <holbrookv@cityofnampa.us>
Subject: VAC 0008-2016 Vacation of easement at 1227 Eldoran for Jennifer Trujillo

VAC-0008-2016:
Jennifer Trujillo has requested Vacation of the south 5 ft of the 10 ft easement along the westerly 55 ft of the front/north property line, located at 1227 Eldoran Dr, (Lot 15, Bk 1 of Grange Park Subdivision) within an RS-6 zoning district.
The applicant is requesting the Vacation of easement due to the fact an existing carport was constructed at an undetermined time in the past and partially located with the subject easement.
The Vacation of Easement is scheduled as a public hearing on the July 18th City Council Agenda.
Please review and forward any comments to my attention prior to July 8th.
Thank you,



Sylvia Mackrill, Administrative Operations Manager
O: 208.468.5484, F: 208.468.5439
411 3rd Street South, Nampa, ID 83651
[Planning and Zoning - Like us on Facebook](#)



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.