

City of Nampa
Regular Council Meeting
September 19, 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 – Layton Anderson, Church of Jesus Christ of Latter-day Saints

Roll Call

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

Proposed Amendments to Agenda

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

Consent Agenda

- 1) Minutes of the Regular Council Meeting of September 6, 2016
- 2) Minutes of the Airport Commission Meeting of August 8, 2016
- 3) Nampa Bicycle and Pedestrian Advisory Committee - N/A
- 4) Board of Appraisers Minutes – N/A
- 5) Planning & Zoning Commission Meeting - N/A
- 6) Library Board Meeting – N/A
- 7) IT Steering Committee Meeting – N/A
- 8) Bills – N/A
- 9) The City Council Dispenses With the Three (3) Reading Rule of Idaho Code § 50-902 for all Ordinances
- 10) Final Plat Approvals
 - a) None
- 11) Authorize Public Hearings
 - a) Zoning Map Amendment from RS 6 to RA at 1409 Lake Lowell Avenue for Jessica Selkow
- 12) Authorize to Proceed With Bidding Process
 - a) Nampa Civic Center – Kitchen Refresh Project
- 13) Monthly Cash Reports
- 14) Resolutions – Disposal of Property With Value Under \$1000.00
 - a) 1992 Ford Aerostar Van & 1989 Dodge Dynasty for Rec Center
- 15) Licenses for 2016-2017 (*All Licenses Subject to Police Approval*): None
- 16) Approval of Agenda

Communications

- 17) Steven – Henager Scholarships

Staff Communications

- 18) Staff Report – Michael Fuss
- 19) Tree Maintenance Program – Cody Swander

Unfinished Business

- 20) Second Reading of Ordinance Changing the Street Name for a Portion of North Midland Boulevard to North Merchant Way
- 21) Resolution for Comprehensive Plan Future Land Use Map Amendment from General Commercial to High Density Residential at 347 W. Orchard Avenue for Dean and Daren Anderson (**POSTPONED** Due to Lack of Documents)
- 22) First Reading of Ordinance for a Rezone from RML and RS 6 to RMH at 347 W. Orchard Avenue for Dean and Daren Anderson (**POSTPONED** Due to Lack of Documents)

- 23) First Reading of Ordinance Modifying the Zoning Development Agreement Between Dan R Turner and City of Nampa Amending the Recitals, Conditions, and Conceptual Plan to Provide for Revised Multiple Family Residential Site Development Plan and Building Design for Property Located at 921 E. Colorado Avenue for Shannon Robnett Representing Scott Thompson, Crane Creek Investments LLC (**POSTPONED** Due to Lack of Documents)
- 24) First Reading of Ordinance Modifying the Annexation/Zoning Development Agreement Between Northwest Development Company, LLC and City of Nampa to Allow for a Rezone From RMH to RS 6; and Rezone from RMH to RS 6 for Glen Rimbey (**POSTPONED** Due to Lack of Documents)
- 25) First Reading of Ordinance Amending Zoning Map from RS 8.5 to RA at 17155, 17175, 17225, 0 Star Road and 0 Cherry Lane approximately 27.069 Acres for John Low (**POSTPONED** Due to Lack of Documents)
- 26) First Reading of Ordinance Amending Zoning Map from GB 1 to GBE at 16200 Idaho Center Blvd A 55.24 Acre Portion for the City of Nampa (**POSTPONED** Due to Lack of Documents)
- 27) First Reading of Ordinance Amending Title 10, Gateway Business Entertainment
- 28) Authorize Summary of Publication for Preceding Ordinance
- 29) First Reading of Ordinance Amending Titles 5 and Title 10
- 30) Authorize Summary of Publication for Preceding Ordinance
- 31) Resolution Implementing Increase in Wastewater Hookup Fees, Effective November 15, 2016
- 32) Resolution Implementing Increase in Irrigation Water Hookup Fees, effective November 15, 2016
- 33) Continued Discussion of Domestic Water Hookup Fees and Adoption, with Authorization for Mayor to Sign Resolution(s) Implementing Increase

New Business

- 34) Authorize Mayor to MOU for Assessment of Fair Housing Collaborative Agreement with the City of Boise, City of Meridian, City of Caldwell, Nampa Housing Authority and Boise City/Ada County Housing Authority
- 35) Amend the PY2012 CDBG Action Plan to Increase Funding for the Bike & Walk to Downtown Project
- 36) Authorize Mayor to Sign Encroachment Agreement with M3 Development Company for Signage Along West Red Drive
- 37) Award Bid and Authorize Mayor to Sign Contract with Dahle Construction for Western Regional LS Parallel Force Main Project Construction
- 38) Authorize Mayor and Public Works Director to Sign Task Order Amendment with T-O Engineers for Western Regional LS Force Main Project
- 39) Authorize Mayor to Sign Supplemental Engineering Agreement No. 1, Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection Zone, Airport Improvement Program 27 with J-U-B Engineers, Inc., for Nampa Municipal Airport
- 40) Resolution Implementing a Rate Increase of 1.2% to Existing Hangar Fees for Fiscal Year 2017 at Nampa Municipal Airport
- 41) Resolution Implementing a Rate Increase of 1.2% to Existing Land Lease Rates for Fiscal Year 2017 at Nampa Municipal Airport
- 42) Authorize Mayor to Sign Airport Café Lease Agreement with Treasure Valley Road Runners, LLC abn: The Tower Grill (Nathan Lindskoog) for Nampa Municipal Airport
- 43) Authorize Mayor to Sign Land Lease with Federal Aviation Administration for Non-Directional Beacon at Nampa Municipal Airport
- 44) Resolution to Move Forward with the Formation of an Adhoc Committee to Assess and Recommend the Viability of the Nampa Fire District Annexing the City of Nampa into the Fire District.
- 45) Motion to Adjourn into Executive Session Pursuant to Idaho Code 74-206 (1) (f) To Communicate With Legal Counsel for the Public Agency to Discuss the Legal Ramifications of and Legal Options for

Pending Litigation, or Controversies not yet Being Litigated but Imminently Likely to be Litigated. The Mere Presence of Legal Counsel at an Executive Session Does not Satisfy This Requirement

Public Hearings

- 46) Variance of Rear Deck Setbacks and Vacation of Rear Property Line Easements Located at 814 W Trine Loop for Donald & Kendra Taylor

Adjourn

Next Meeting

◆ **Regular Council at 6:30 p.m. – Monday, October 3, 2016 City Council Chambers**

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

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

REGULAR COUNCIL
September 6, 2016

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

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

Mayor Henry amended the agenda by adding item 10a – Final Plat Approval for Southern Ridge Subdivision No. 1 in an RS-6 Zone at the Half Intersection of East Oklahoma Avenue and South Aveondale to the Consent Agenda and Remove from the Agenda Items 19 – and 20 which are a Resolution and a 1st Reading of an Ordinance and Add a Summary of Publication to Item #21.

MOVED by Haverfield and **SECONDED** by Raymond to **approve the Consent Agenda with the above mentioned amendments; Regular Council Minutes of July 5, 2016 and August 15, 2016; Bicycle and Pedestrian Advisory Committee Minutes; Board of Appraisers Minutes; Airport Commission Minutes; Planning & Zoning Commission Minutes; Library Commission Minutes; IT Steering Committee Minutes; department reports, bills paid; The City Council dispenses with the three (3) reading rule of Idaho Code § 50-902 for all ordinances; final and preliminary plat approvals: 1) (ADDED) Southern Ridge Subdivision No. 1 in an RS-6 Zone at the Half Intersection of East Oklahoma Avenue and South Aveondale; and authorize the following public hearings: 1) None; Approve the following agreements: 1) None; Authorization to Proceed with the Bidding Process: 1) East Greenhurst Road, Stoddard Path Signals Project; Monthly Cash Report; Resolutions – *Disposal of Property with Value Under \$1,000.00*: 1) None; and 2015-2016 Licenses: (all licenses subject to police approval): None; approval of the agenda.** The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

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

Excavation and Trenching Policy - Public Works division heads have worked closely with the City's risk manager to create an Excavation and Trenching Policy (See Attachment A). This policy has no direct financial impact and is provided as an informational item for Council. In order to allow Councilmembers, the opportunity for review, the attached policy will not be implemented throughout Public Works until October 3, 2016. If Council has any questions and/or suggested changes please contact Don Barr, Street Division Superintendent, at barrd@cityofnampa.us or 468-5831. Revisions will be presented to Council for further review and comment. If no revisions are received, the policy will be put in place as stated.

Item #19 Resolution for Comprehensive Plan Future Land Use Map Amendment from General Commercial to High Density Residential at 347 W. Orchard Avenue for Dean and Daren Anderson and item #20 First Reading of Ordinance for a Rezone from RML and RS 6 to RMH at 347 W. Orchard Avenue for Dean and Daren Anderson were postponed due to lack of a legal description.

The following Ordinance was read by title:

Regular Council
September 6, 2016

AN ORDINANCE ADOPTING THE AREA OF **IMPACT MAP** PURSUANT TO IDAHO CODE SECTION 67-6526; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS, AND PARTS THEREOF IN CONFLICT HEREWITH. (Applicant Planning and Zoning)

The Mayor declared this the first reading.

Mayor Henry presented a request to pass the preceding Ordinance under suspension of rules and the Summary of Publication.

MOVED by Haverfield and **SECONDED** by Raymond to **pass** the preceding ordinance under suspension of rules and approve the Summary of Publication. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4278** and directed the clerk to record it as required.

The following Ordinance was read by title:

AN ORDINANCE ENACTED BY THE NAMPA CITY COUNCIL AMENDING TITLE 2, CHAPTER 5, SECTIONS **2-5-1**, **2-5-2**, AND **2-5-3** OF THE NAMPA CITY CODE, PROVIDING A SYSTEM OF **PERSONNEL ADMINISTRATION**; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. (Applicant Human Resource)

The Mayor declared this the first reading.

Mayor Henry presented a request to pass the preceding Ordinance under suspension of rules and the Summary of Publication.

MOVED by Skaug and **SECONDED** by Haverfield to **pass** the preceding ordinance under suspension of rules and approve the Summary of Publication. The Mayor asked for a roll call vote with all councilmembers present voting **YES**. The Mayor declared the ordinance duly passed, numbered it **4279** and directed the clerk to record it as required.

Mayor Henry presented a request to **award** the **bid** and **authorize** the **Mayor** to **sign** a **contract** for the **Kings Road PRV Project**.

Michael Fuss presented a staff report explaining that the Council authorized the Kings Road PRV Project with the budget amendment earlier this year to allow for increased fire flow for the area around Harris Moran Seed Company and Atlas Pallet.

Regular Council
September 6, 2016

The project will include installing a PRV and associated pipelines at the intersection of Airport Road and Kings Road.

The budget amendment approved \$62,000 for the project.

The City received one (1) bid from Thueson Construction in the amount of \$64,432.00.

The total project cost are:

Engineering and Construction Services	\$11,900
Construction	<u>\$64,432</u>
Total	\$76,332

The additional cost beyond the budget amount will be covered by savings on the FY16 Madison Avenue Waterline Project.

Based on communication with Thueson it appears due to lead times on the PRV they will not be able to complete the project in FY16, therefore the Engineering Division will bring forward a roll over for this project in the FY17 budget amendment.

Keller Associates and Engineering Division staff has reviewed the bids and recommend award to Thueson Construction.

MOVED by Skaug and **SECONDED** by Levi to **award the bid**, and **authorize the Mayor to sign contract** for construction of the **Kings Road PRV Project** with **Thueson Construction** in the amount of **\$64,432.00**. The Mayor asked for a roll call vote with all Councilmember presented voting **YES**. The Mayor declared the

MOTION CARRIED

Mayor Henry presented a request to **award the bid** and **authorize the Mayor to sign a contract** for the **storm water repairs – 67 Peppermint Project**.

Michael Fuss presented a staff report explaining that the a major storm in 2013 caused flooding and wash outs at 29 locations within the City. Currently all emergency and/or imminent life safety repairs have been made. The remaining repairs will be addressed in the annual Asset Management cycle.

The Peppermint Drive storm water detention pond (Exhibit A) was constructed in 1993 to maintain pre-development discharge to Indian Creek with the Sugar Manor Subdivision No. 3 development. Over time the pond has filled in and it cannot contain an adequate volume of storm

Regular Council
September 6, 2016

water. Additionally, the collection system is deficient and prone to clogging which can cause flooding in the street.

The City solicited formal bids for the project in accordance with I.C. § 67-2805(3) and four (4) contractors responded with the following bids:

- | | |
|--|--------------|
| 1) Gabbert & Edwards Construction, LLC | \$96,603.89 |
| 2) Knife River Corporation Northwest | \$117,936.70 |
| 3) Hawkeye Builders, Inc. | \$128,102.00 |
| 4) Anderson & Wood Construction, Inc. | \$160,125.24 |

The Storm Water Repairs – 67 Peppermint project has an approved FY16 Streets Division budget of \$120,000.

Engineering	\$ 22,341
Construction Services	\$ 9,000
Construction Estimate	\$ 96,604
Total	\$ 127,945

M&S has provided a recommendation to award and the Engineering Division recommends awarding the bid to Gabbert & Edwards Construction, LLC.

MOVED by Levi and **SECONDED** by Raymond to **authorize** the **Mayor** and **Public Works Director** to **sign** a **contract** with **Gabbert & Edwards Construction, LLC** to construct the **Storm Water Repairs – 67 Peppermint project**. The Mayor asked for a roll call vote with all Councilmember presented voting **YES**. The Mayor declared the
MOTION CARRIED

Mayor Henry presented a request to **award** the **bid** and **authorize** the **Mayor** to **sign** a **contract** for the **pedestrian improvements** near **Skyview High School Project**.

Michael Fuss presented a staff report explaining that this project will address intersection related crashes especially pedestrian incidents near Skyview High School.

It was made possible through a cooperative effort between the City of Nampa, Nampa School District, COMPASS and Valley Regional Transit and is another incremental step toward the city's continued efforts to provide a safe, efficient and sustainable transportation system.

Regular Council
September 6, 2016

Funding is through the Federal Transit Administration (FTA) grant program administered by Valley Regional Transit (VRT) under a subrecipient agreement authorized by Council on April 18, 2016.

Council authorized the formal bidding process for the project on July 5, 2016.

The project includes installing Rectangular Rapid Flashing Beacons (RRFB) and street lighting at the intersection of East Greenhurst Road and the west entrance to Skyview High School. In addition to the RRFB, construction will include new sidewalks, pedestrian ramps, lighting, pavement markings and crosswalk striping (see Exhibit "A" Vicinity Map).

The City received three (3) bids:

- o Diamond Contracting—\$128,134.00
- o Knife River—\$125,125
- o Hawkeye Builders—\$97,355.00

Estimated project costs are:

Design Engineering	\$ 17,000.00
Construction Engineering & Inspection	\$ 13,980.00
Construction Bid	<u>\$ 97,355.00</u>
<i>Total Estimate</i>	<i>\$ 128,335.00</i>

Funding is based on an 80% Federal (\$102,668) and 20% City match (\$25,667) from FY16 Streets.

While the City and VRT have met the requirements of "Pre-Award Authority", funding is not guaranteed until obligated at the federal level. VRT reports that to date they have not had a Pre-Award fall through for any subrecipient.

FTA funding will become available at the earliest September 23, 2016 and at the latest the first week in November, 2016.

Notice to proceed for construction is expected in early October. In the event that funding is not obligated prior to the notice to proceed, Engineering recommends proceeding with construction, temporarily using City funds to cover costs and submitting for reimbursement once the FTA money becomes available.

Construction is anticipated to begin in October with completion in December, 2016.

Engineering Division has reviewed the bids and recommends award to Hawkeye Builders.

Regular Council
September 6, 2016

MOVED by Raymond and **SECONDED** by Haverfield to **award the bid and authorize Mayor to sign contract for the Pedestrian Improvements Near Skyview High School Project with Hawkeye Builders** in the amount of **\$97,355.00**. The Mayor asked for a roll call vote with Councilmembers Skaug, Bruner, Haverfield, Raymond voting **YES**. Councilmember Levi voting **NO** and Councilmember White **Absent**. The Mayor declared the
MOTION CARRIED

Mayor Henry presented a request to **declare 129 2nd Avenue North as surplus property**.

Economic Development Director, Beth Ineck, presented a staff report explaining that the City of Nampa awarded \$67,667.60 of Community Development Block Grant funds to Neighborhood Works in 2005 to establish low income housing in North Nampa. The funding was specific to land acquisition. Following the initial release of the floodplain map from FEMA in December 2006 the property was quitclaimed to the City. The property is located in the 100 year floodplain which made it unattractive for the housing project. The CDBG interest was bought out from the Building Department and Police Department funds. At that time Building had identified a need for space for storage and Police were looking at the potential of a site to house the PAL program.

We have recently received private development interest in the 1.161 acre property. Police and Building no longer have an interest in any potential development of the site for city use. Properties in the area of similar size without improvements have an assessed value from \$1.76 - \$2.02 per square foot.

MOVED by Skaug and **SECONDED** by Haverfield to **declare the property as surplus and direct staff to move forward** with the disposition of the property through a sealed bid auction and set a public hearing date. Recommended minimum price of the property is \$88,503 at \$1.75 per square foot. The Mayor asked all in favor say aye with all Councilmembers present voting **AYE**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing for renaming of North Midland Boulevard to North Merchant Way**.

City Engineer, Tom Points, presented a staff report explaining that Engineering received a formal request from the Canyon County Sheriff's Office on January 20, 2016 to rename the old alignment of N Midland Blvd near Treasure Valley Marketplace. Engineering is responsible for street name changes within Nampa City Limits.

- The current street configuration has created two intersections with the same street names (Karcher Bypass and N Midland Blvd). These duplicate intersection names are problematic for emergency service routing and general wayfinding.

Regular Council
September 6, 2016

There are 16 parcels and 32 addresses that will be impacted by the proposed street renaming (see exhibit B).

The proposed street renaming will allow all address numbers to remain the same (see exhibits D, E& F), with the exception of the Karcher Village development (see exhibit C).

- *For example, 16150 N Midland Blvd will become 16150 N Merchant Way.*
- The Karcher Village development (north of Karcher Bypass and west of Best Buy) will be decreasing their address numbers by one, changing them from odd to even, and keeping the N Midland Blvd street name in their address.
 - *This development has frontage on both the old and newer alignment of N Midland Blvd.*

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

Engineering & Public Works Staff visited the existing business owners on April 19, 2016 to make sure they were aware of the situation and provide a chance for feedback. No one appeared in favor of or in opposition to the request.

Engineering staff received two street name submissions: North Fairfield Way & North Advantage Way. Both of these names correspond with existing businesses on the street. In order to avoid any potential conflicts of interest the City of Nampa Addressing & Street Naming Committee determined the most acceptable new street name was North Merchant Way.

- This name was chosen from a short list of options as it complimented the nearby Treasure Valley Marketplace theme.

Engineering sent a letter on June 22, 2016 to all property owners notifying them of the proposed street renaming as well as the upcoming City Council dates.

Engineering and Public Works Staff revisited the existing businesses July 6, 2016 to ensure that everyone was aware of the proposed changes and timeframe for implementation.

Notice of Public Hearing was published in the Idaho Press Tribune August 23, 24 and 25, 2016.

In an effort to minimize the impact on the parcel and business owners, the proposed ordinance provides that the street renaming and addressing changes become effective February 1st, 2017. This will allow the owners and businesses time to prepare and update their records.

Regular Council
September 6, 2016

Engineering staff will coordinate with the Postal Service as well as local utility companies and other agencies to ensure the street renaming and addressing transition is smooth.

Emergency Services supports the proposed street renaming.

Staff recommends that the portion of North Midland Boulevard be renamed North Merchant Way (see exhibit A).

Councilmembers asked questions of staff.

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

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

MOVED by Bruner and **SECONDED** by Raymond to **approve the street name change** for a portion of North Midland Boulevard to **North Merchant Way** 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 **Amending 2015 – 2016 Fiscal Year Budget**.

Finance Director, Vikki Chandler, presented a staff report explaining that the request is the final amendment and has only a few items. We need an amendment primarily for new grant funds and those items approved by Council that still require budget approval. The following list explains the changes included in the resolution.

- 1) Grants include Family Justice Center for \$37,500 from the Council on Domestic Violence and \$40,000 from the Baseball Tomorrow Foundation for the new Midway Park.
- 2) Architectural fees of \$6,000 to get a jump start on the new lobby office for Utility Billing approved in FY 2017; funding is from reserves.
- 3) Rollover project in Streets for Lonestar and Midland of \$383,491 from the FY 2015 budget (reserves).
- 4) Downtown Tree Removal of \$46,201 from reserves.
- 5) Two projects required more funding than had been budgeted: Lube Bay for Fleet Services at \$9,522 and City Hall Parking Lot for \$8,918. State Shared Revenues should cover this.
- 6) Human Resources is preparing offices for a new manager and providing more confidentiality for current staff. Estimate is \$31,850; State Shared Revenues should cover this as well.

Regular Council
September 6, 2016

- 7) Police Dept. is acquiring through Fleet two 2016 Tahoes for \$96,000 through Impact Fees. Current revenues will cover this purchase.

Estimates at this time for the FY 2016 General Fund of both revenues and expenses indicate that we should come very close to a net zero. This is very good news with close to full staffing in most departments, which is usually where some flexibility occurs in budgets. We do not expect to spend all of the budgeted amount for the software project, and expect to carry over the balance to FY 2017.

Councilmembers asked questions of staff.

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

MOVED by Raymond and **SECONDED** by Levi to **close the public hearing**. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the MOTION CARRIED

MOVED by Skaug and **SECONDED** by Haverfield to **approve the amendment for the fiscal year 2016 budget** 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 Modification of Zoning Development Agreement** between Dan R Turner and City of Nampa amending the recitals, conditions, and conceptual plan to provide for revised Multiple Family Residential Site Development Plan and Building Design; Variance to 10-22-6-B Requiring 2 Off-Street Parking Spaces Per Dwelling Unit Plus ADA Parking Space and 10-12-5-E Requiring an 8 Feet Set Back, Plus 5 Feet of Additional Setback for Each 10 feet in Height Over Which a Building Exceeds 3 Stories or 30 Feet for Property Located at 921 E. Colorado Avenue for Shannon Robnett Representing Scott Thompson, Crane Creek Investments LLC.

Shannon Robnett, 3818 Newby Street presented the request.

Planning and Zoning Assistant Director Robert Hobbs presented a staff report explaining that the request is for a modification of an annexation/zoning development agreement between Dan R. Turner and the City of Nampa recorded 6/02/2006 as Inst. No. 200642614 -- amending as necessary the "Recitals", "Conditions" and "Conceptual Plan" to provide for a revised multiple-family residential property development plan, density and building design(s); and, a variance to N.C.C. § 10-12-S(E) which requires an eight foot (8') setback, plus an additional five feet (5') of setback for each ten feet (10') of height [or increment thereof] over which a building exceeds three (3) stories or thirty feet (30') [whichever is more restrictive] in order to allow a three (3)

Regular Council
September 6, 2016

story building on the north boundary of the Property to use an eight foot (8') setback in lieu of thirteen feet (13') due to the approximately eight foot (8') grade differential between the Property and the abutting property and to N.C.C. § 10-22-6(8) which requires two off-street parking spaces/stalls per dwelling unit for apartments and requires one ADA space per building. The Applicant is requesting approval to emplace 66 parking spaces vs. 72 spaces plus at least three (3) ADA parking spaces in order to allow sufficient open space for the project.

Property Area and Location(s): For land located at 921 E. Colorado Avenue (a 1.377 acre portion of the NEY. of Section 34, T3N, R2W, Boise Meridian, Canyon County, Nampa in the Kurtz Addition (Tax 03750 in Block 135)- hereinafter the "Property" (alternatively the "site") ...

History: A cooperative effort in 2006 between two developers led to the zoning district conversion of 2.792 acres of land located at the convergence of Fern, Colorado and Elder Streets from RD to RMH. The entitlement was made contingent on the developers entering into a land use contract (i.e., a "Development Agreement") to control both the type of development introduced to aggregate property (a grouping of parcels), its layout to some extent, and its density (since the RMH Zone normally allows up to 77.12 dwelling units/acre). Two Agreements were formed under one ordinance -- one for the four parcels on the north of the Property fronting Colorado, and one for the singular parcel on the southern side of the Property. The southern parcel is the only part under consideration at present for change. Activity on the site to date has been largely, if not completely absent (aside from an old trailer park being removed from the Property).

The Planning and Zoning Commission, during their regularly scheduled public hearing of August 9, 2016, after taking testimony, reviewing a Staff report, and deliberating, voted to recommend to the City Council that they approve the requested Development Agreement Modification. As the Variance Permit request was not formally before them, the Commission took no action on the same.

Development Agreement Modifications

Criteria to guide the Council regarding approving the proposed Development Agreement Modification are absent from state statute or City ordinance. Thus, approving -- or not -- this application becomes a purely subjective matter/decision on the part of the City in reaction to this DA contract modification application.

Hereafter attached is a copy of Ordinance 3579 (Instrument No. 200642614) which has, as a part thereof, the Development Agreement(s) referenced by this report. The sections of the Agreement(s) proposed for modification are, expectedly in this instance, language in the RECITALS and CONDITIONS Sections, and, in amongst the Exhibits.

Regular Council
September 6, 2016

As the process of rezoning and Development Agreement modification is a two-step endeavor, Staff will prepare a Development Agreement Modification document for Council's review prior to the 3rd reading of the ordinance that will/would enact the Development Agreement Modification.

Public/Agency/City Department Comments: Any correspondence from agencies or the citizenry regarding this application package [received by noon August 31, 2016) is hereafter attached. Staff has not received written commentary from any surrounding property owners or neighbors either supporting or opposing this request.

- a. City Engineering has no objection(s) to the requested re-entitlement (see attached comments -1-page email printout dated July 28, 2016). City Engineering has expressed no opposition to the requested; and,
- b. The Nampa Highway District has no objection(s) to the requested re-entitlement (see attached comments - 1-page email printout dated August 01, 2016); and,
- c. The Nampa Building Department has no objection(s) to the requested re-entitlement (see attached comments -1-page email printout dated July 18, 2016) ...

Note: Any relevant recommended requirements alluded to above will be manifest in the recommended Conditions of Approval presented by Staff in this report hereafter ...

Commentary: A 2006 approved Development Agreement package (two mirror image Agreements under one Ordinance number), containing an approved site development plan, building style and type, and, dwelling unit density allowance is already assigned to the Property. That entitlement runs [still] with the land. The present application before the Council proposes a change to the certain aspects of the original Agreement as already noted, including a change to the approved concept site plan (including parking lot and building layout, building design and dwelling unit density allowance - see pages 17 & 40 of the attachments). Whether to approve such changes, as desired, or approve the application package with some City imposed alterations is a subjective decision for the Council to make. You will note in reading the Applicant's representative's letter to file that the application under present review is one part of a two-part request.

Staff would note that there may be arguably some positive aspects to the current plan. The proposed building count is down from four (4) to three (3), unit count is down from 48 to 36, Property layout has changed such that only one building adjoins the southern property line and two parking lots adjoin neighbors' lots to the southeast [1113 S. Elder St.] and southwest [1102 S. Fern St.] of the site, two-way flow through the parking lot is provided vs. one-way parallel drives and parking banks between Fern and Elder, and, the proposed buildings from what can be discerned are more aesthetically pleasing than the prior, approved, structures (see attached Exhibits).

Regular Council
September 6, 2016

The neighbors to the Property enjoy, expectedly, a more serene neighborhood with the Property vacant; however, the allowance to develop the site in substantial conformance with the current Agreement yet exists. Also, there is a right of property use and development afforded to a property owner. Arguments regarding the proper balance between individual and collective rights, and, the perceived conditions that yield a semblance of quality of life are germane to zoning hearing related actions. Such is the case with this matter.

(Should the City Council vote to approve the Development Agreement Modification application [including any alterations desired by the Council], Staff will craft a draft Development Agreement Modification document for the Council's later review.)

Variance 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 or geographical hardships inconsistent with the objectives of zoning as would result from a literal interpretation and enforcement of certain 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; and. 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.
- C. Parking Reduction(s): The council may grant a variance permit with respect to requirements for off street parking facilities (e.g., number of spaces required) or off street loading facilities if, on the basis of the application, investigation and the evidence submitted, the council concludes the following (exclusive of those listed in subsection A of this section):
1. Neither present nor anticipated future traffic volumes generated by the use of the site(s) in the vicinity reasonably require literal interpretation and enforcement of the regulations.
 2. The granting of the variance will not result in the parking or leading of vehicles on a public street in such a manner as to interfere with the free flow of traffic.
 3. The granting of the variance will not create a safety hazard or any other condition inconsistent with the objectives of the zoning ordinance. (Ord. 2140; and. Ord. 2978)

Staff Findings and Discussion

Variances 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.),

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 an exception to the City's required minimum property size for a building lot in the RD Zone, and, to a requirement that governs how many parking spaces are required for a single-family residence -- also in the RD Zone. The summary explanation of the Applicant(s)' request was provided at the beginning of this report. A copy of their application narrative is also hereafter attached.

As this is a Variance request, it is the obligation of the Applicant to present such facts and persuasive arguments as to convince the Council that there exists some form of hardship or other unique site circumstance to justify issuance of the requested permit. The review criteria the Council is to use in assessing the application are those in bold font listed at the beginning of this report under the heading of "Applicable Regulations", "Actions" 1-5. Those criteria serve as the "Conclusions of Law" to be associated with this matter.

III. General, Possible Findings:

1. The Property (legal description within City case file VAR 00011-2016) made the subject of this Variance request is located within the incorporated limits of the City of Nampa; and,

2. The Property Owner(s) has/have a controlling interest in the Property and is/are authorized to represent the same or allow another party to represent the same in this matter; and,
3. The Property Owner(s) have authorized the Applicant to apply for and represent their interest in obtaining the requested Variance Permit; and,
4. The Applicant proposes that the City's Council grant relief to N.C.C. § 10-12-5(E) and to N.C.C. § 10-22-6(8) in order to allow a reduced side yard setback along one side of the Property and to allow for a parking space count reduction for the project in anticipation of construction of three (3) three-story apartment buildings containing a combined total of 36 apartment units; and,
5. 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,
6. The City's zoning ordinance requires that properties in the RMH Zone comply with all relevant zoning code requirements appertaining thereto (including emplacement of any requisite, extant site improvements); and,
7. The Applicant has, therefore, submitted to the City a complete [package] Variance Permit Application together with the requisite fee, and the City has received the application and deemed it acceptable; and,
8. The Variance Application set 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,
9. 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,
10. Further, a statement has been provided that attempts to justify the Variance requests 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 the business plan(s) of the Applicant; and,
11. Adjacent property owners have not provided written comment regarding the application; and,
12. Four adjacent/nearby property owners testified at the Planning and Zoning Commission. A summary of their comments are in the hearing minutes of that meeting, a copy of which is attached to this report; and,
13. The City's Engineering Division has expressed that they are not opposed to the Variance requests (or the associated Development Agreement Modification); and,
14. The Building Department has not expressed opposition to the applications and have provided requirements in the event the project is approved; and,

15. The Nampa Highway District has expressed that they are not opposed to the application; and,
16. No substantial direct physical impact on the [City's] general public by this request is foreseen by virtue of this request were it approved; expected impact would either: a) be on surrounding properties adjacent to the Property; and/or, be 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 setbacks and parking count requirements by other persons/parties in the City; and,
17. That City services are available to the Property, the site has access to City public roads; and,
18. Attached to this report is all of the information Staff had by the time this report was ready to go to print (12 noon, August 31, 2016).

IV. Analysis/Opinion:

In Nampa, as pertaining to land use Variance Permit requests, a burden rests upon an applicant to argue persuasively to the City's Council that one or more conditions related to the property they represent interfere(s) with the applicant's use of their land in manner and form commensurate with that enjoyed, most particularly, by their neighbors or other properties in a similar situation and zoning district as that applicant's land. Each Variance application is reviewed on a case by case basis and the merits of the matter are weighed in the public venue. Public testimony is received and the opinions of City departments or outside agencies submitted to the Council for their consideration.

With respect to the matter made the subject of this report, Applicant, per their narrative (and as afore-cited in this report) argues for their Variance request, essentially as follows:

- A) That the apartment setback variance for two 12-plexes proposed along the north side of the Property is warranted give the depressed level of the Property versus the abutting parcels to its north. The grade difference is considered to be approximately eight feet (8'). The effect of the grade change is to cause buildings built along the northern side of the Property to appear about one-story shorter than their actual height when viewed from Colorado Street (the closest abutting right-of-way) thus mitigating their perceived impact (view of their building mass) from future buildings to the north of the Property. This argument further suggests that as the net effect of their height with the ground elevation is to cause them to be like unto a three-story structure that only requires an eight foot (8') setback in the RMH Zone; and,
- B) That as far as parking is considered, the Applicant believes that the apartments' proximity to Northwest Nazarene University will cause them to mainly be filled by college students. Dormitories or similar facilities require less parking spaces per unit based on the formulation provided in Chapter 22 of the zoning code ...

Regular Council
September 6, 2016

With respect to the side yard setback Variance request package, Staff acknowledges the rationale of the argument for the setback variance requested along the northern [side] property line of the Property given the elevation of the Property and the Variance's impact being directly attenuated to that side of the Property only. With respect to the rationale of the Applicant's argument for the requested parking reduction, Staff acknowledges the rationale offered and also notes that a shared parking agreement may be entered into by the Property's owner(s) that would reduce the ADA parking requirement to but three (3) spaces. However, it should be noted that nothing guarantees that only college students will rent the units, thus prompting a perceived need for two parking stalls per unit being needed after all. Engineering has not indicated they are concerned with future potential traffic volumes to be associated with the project contemplated by the Applicants; correspondingly, a Traffic Impact Study has not been mandated by that Division.

Recommended Condition(s) of Approval

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

1. That the Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement with the City of Nampa. The Agreement(s) shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant's request for the Property's entitlement(s) to be revised to allow for [continued] multiple-family residential use in a RMH Zone, but with a new development plan by a different developer; and,
2. Owner/operator/Applicant(s) shall comply with all applicable requirements [including obtaining proper permits] as may be imposed by City agencies appropriately involved in the review of this request (e.g., Nampa Fire, Building, Planning and Zoning and Engineering Departments, etc.) as the Development Agreement Modification and Variance approvals do not, and shall not have the effect of, abrogating the need to comply with lawful requirements administered by those agencies ...

Councilmembers asked questions of staff.

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

Those appearing with questions to the request were: Dave Underwood, 1116 Fern.

Shannon Robnett presented a rebuttal.

Regular Council
September 6, 2016

Mayor Henry and Councilmembers asked the applicant questions.

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

MOVED by Haverfield and **SECONDED** by Skaug to **approve Modification of Zoning Development Agreement** between Dan R Turner and City of Nampa amending the recitals, conditions, and conceptual plan to provide for revised Multiple Family Residential Site Development Plan and Building Design; Variance to 10-22-6-B Requiring 2 Off-Street Parking Spaces Per Dwelling Unit Plus ADA Parking Space and 10-12-5-E Requiring an 8 Feet Set Back, Plus 5 Feet of Additional Setback for Each 10 feet in Height Over Which a Building Exceeds 3 Stories or 30 Feet for Property Located at 921 E. Colorado Avenue for Shannon Robnett Representing Scott Thompson, Crane Creek Investments LLC with staff conditions 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 **modification of annexation/zoning development** agreement between Northwest Development Company, LLC and City of Nampa to allow for a rezone from RMH to RS 6; and rezone from RMH to RS 6 for **Glen Rimbey**.

Glen Rimbey, 16437 11th Avenue North presented the request.

Robert Hobbs presented a staff report explaining that the request is for modification of an annexation/zoning development agreement between Northwest Development Company, LLC and City of Nampa recorded 9/12/2005 as Inst. No. 200561243 -- amending as necessary the "Recitals" and "Agreement" sections in conjunction with a rezone from RMH to RS 6.

Property Area and Location(s): For Lots 11-14, Block 2, Yellow Fern Subdivision, according to the plat thereof filed in Book 42 of Plats at Page 29 – A 3.026 acre portion of the NE ¼ of the SE ¼ of Section 11, T3N, R2W, BM – hereinafter the "Property")

History/Commentary: Yellow Fern Subdivision was approved for development in 2005. As the original developer wanted flexibility to devote the eastern most four lots of the project to either office development or single-family residential home build-out (in the event they could not attract office buildings to that area), the overall subdivision was overlaid with RMH zoning. The RMH Zone also allows multiple family structures within its confines, subject to density control. The original Development Agreement associated with, and recorded against, Yellow Fern reflects in its contents the subdivision's entitlement, but bars any multiple-family development in the subdivision.

Regular Council
September 6, 2016

Subsequent to the Applicant and their neighbors' eventual construction of their private residences in the four eastern most lots in Yellow Fern, the City established irrigation rates keyed in part to the land use zone within which a home lies. Given that the irrigation rate for a RMH zoned property is higher in assessment than a standard single-family residential zone (within which most houses in Nampa are located), and, that said rate is not easily changed, the most expedient manner to alter the irrigation assessment charged to the Applicant and their neighbors is to rezone the Property and thereby facilitate them being able to enjoy a different, lesser irrigation rate. As part of rezoning, it is needful in this case to amend parts of the original Development Agreement contract recorded against the Yellow Fern Subdivision for the benefit of the Applicant(s), City and any successors to the Applicant(s).

The Planning and Zoning Commission, during their regularly scheduled public hearing of July 12, 2016, voted to recommend approval of the application package addressed by this report. There was but one suggested condition associated with their recommendation which has in turn been reiterated in this report (see attached hearing minutes).

Development Agreement Modification

Criteria to guide the Council regarding approving a proposed Development Agreement Modification, and to subsequently make a determination/decision whether to allow a Development Agreement Modification, are absent from state statute or City ordinance. Thus, approving -- or not -- this application becomes a purely subjective matter/decision on the part of the City in reaction to this DA contract modification application.

Hereafter attached is a copy of Ordinance 3489 (Instrument No. 200561243) which has, as a part thereof, the Development Agreement referenced by this report. The sections of the Agreement proposed for modification are, expectedly in this instance, language in the RECITALS and AGREEMENT Sections.

As the process of rezoning and Development Agreement modification is a two-step endeavor, Staff will prepare a Development Agreement Modification document for Council's review prior to the 3rd reading of the ordinance that will/would enact the Development Agreement Modification.

Public/Agency/City Department Comments: Any correspondence from agencies or the citizenry regarding this application package [received by noon March 16, 2016] is hereafter attached. Staff has not received commentary from any surrounding property owners or neighbors either supporting or opposing this request.

- a. City Engineering has no objection(s) to the requested entitlements (see attached comments – 1 page email printout dated June 30, 2016); and,

Regular Council
September 6, 2016

- b. The Nampa Highway District has no objection(s) to the requested entitlements (see attached comments – 1 page email printouts dated June 28, 2016 and Aug. 23, 2016); and,
- c. The Nampa Building Department has no objection(s) to the requested entitlements (see attached comments – 1 page email printout dated June 27, 2016)...

Note: Any relevant recommended requirements alluded to above will be manifest in the recommended Conditions of Approval presented by Staff in this report hereafter...

Annexation/(re)zoning Conclusions of Law

10-2-3 (C) Annexations and/or Rezones/Zoning assignments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted Comprehensive Plan for the neighborhood.

Annexation/(re)zoning Findings of Facts

(PERTAINING TO THE APPROXIMATELY 3.026 ACRES OF LAND REQUESTED TO BE REZONED):

Zoning: Regarding Applicant's Proposed/Desired Rezone Request, Staff finds:

- 1. **Surrounding Zoning:**
That City RS 6 PUD zoning is overlaid on land to the east (Greens at Ridgecrest), that RS 22 zoning is postured north of the Property, County land to the west and northwest, RMH and RS 6 to the west (see attached Vicinity Maps); and,
- 2. **Immediately Surrounding Land Uses:**
On the west: rural and suburban density single-family residential, to the north, residential, to the east residential (in PUD form), to the south a golf course, to the southwest single-family residential; and,
- 3. **Reasonable:**
That it may be variously argued that consideration for rezoning the Property is reasonable given that: a) the City has received an [acceptable] application to amend its official zoning map by the Property owner; and, b) rezoning is a legally recognized legislative act long sanctioned under American administrative law; and, c) within the City of Nampa, rezoning is a long standing (and code sanctioned) practice; and, d) the Property is eligible by law for rezoning; and, e) that the Property adjoins residential uses on its sides; and, f) City utility services are available to the Property; and, g) emergency services are

available to the Property; and, h) the rezone request is supported by the City's adopted Comprehensive/Master Plan setting of "Medium Density Residential" that lies adjacent to, and is "stretchable" over the Property; and, i) that the Property contains four (4) houses on four lots (one per lot), each of which would be [considered] a conforming use in the proposed RS 6 Zone; and,

4. Public Interest:

That Nampa has determined that it is in the public interest to provide residential development and living opportunities. Expressions of that policy are made in Nampa's adopted Comprehensive/Master Plan as well as embodied in its decisions to date regarding similar applications. Single-family residential land use types are allowed by right within the RS 6 Zone. The Property contains existing single-family residences and no change is contemplated to that situation. It is in the interest of the Applicant(s) to have their land rezoned. No adverse effects or impacts are perceived to contravene public interest by virtue of rezoning the Property; and,

5. Promotion of Zoning Purpose(s):

Among the general (and Nampa endorsed) purposes of zoning is to promote orderly, systematic development and patterns thereof which preserve and/or enhance public health, safety and welfare. Included in our zoning regulations, therefore, are development standards governing allowable land uses, building architecture, building setbacks, building heights, provision of parking and service drives, property landscaping, signage controls, street lighting regulations, etc. We find that the Property contains housing that in its construction followed relevant zoning and building codes etc. and [as a pre-existing single-family use and patterned arrangement] will be an apt fit with single-family zoning; and,

6. Comprehensive Plan:

The currently adopted Comprehensive Plan Future Land Use Map designates the Property as being within a "High Density Residential" setting which provides support to a number of residential zones that provide build-out opportunities ranging from single-family detached or attached residences to multiple-family structures like apartments. Said setting may support a single-family zone, but is more suited to facilitating high density housing. Notwithstanding, as afore-noted, an area of "Medium Density Residential" lies across 11th Avenue North from the Property. And, that setting (MDR) certainly may be applied of the Property, plus it harmonizes with single-family detached housing products; and,

7. Services:

Utility and emergency services are, or can be made, available to the Property.

Regular Council
September 6, 2016

In summary, the Property may be zoned RS 6, but nothing will ultimately force the Council to amend the zoning classification of the Property as/when it acts in its quasi-judicial capacity to decide on the proper land use zone/district to assign to the Property. Given the findings noted above, however, RS 6 zoning is perceived by Staff to certainly be an “entertainable” zone...

Public/Agency/City Department Comments: Any correspondence from agencies or the citizenry regarding this application package [received by noon July 06, 2016] is hereafter attached to this report.

Note: Any relevant, recommended department/agency requirement(s) are customarily imbedded into the recommended Conditions of Approval made a part of this report...

Recommended Condition(s) of Approval

Should the Council vote to approve the requested Development Agreement Modification(s) and Rezone as desired by the Applicant(s), then Staff would recommend that the Council consider imposing the following Condition(s) of Approval against the requests/Applicant(s):

1. That the Applicant, as Owner/Developer, [shall] enter into a Modified Development Agreement with the City of Nampa. The Agreement(s) shall contain such conditions, terms, restrictions, representations, exhibits, acknowledgments and timelines as necessary to facilitate development of the Property as contemplated by the Applicant and agreed to and conditioned by the City through its Council or executive departments or outside agencies properly involved in the review of the Applicant’s request for the Property to be re-identified for [continued] single-family residential use in a RS 6 Zone versus its original RMH entitlement(s). ...

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

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

MOVED by Levi and **SECONDED** by Raymond to **approve modification of annexation/zoning development** agreement between Northwest Development Company, LLC and City of Nampa to allow for a rezone from RMH to RS 6 and rezone from RMH to RS 6 for Glen Rimbey and authorize the City attorney to draw the appropriate Resolution and Ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

Regular Council
September 6, 2016

Mayor Henry opened a **public hearing** for **variance** request to **10-10-6-A** requiring a *7,000 sq. foot minimum lot size* and a **variance** to **10-22-1-C** requiring *two off-street parking spaces* for each living unit located at **2016 Lexi's Lane** for **Ed Parnell**.

Ed Parnell, 505 Cool Creek Circle presented the request.

Robert Hobbs presented a staff report explaining that the request is for a variance to NCC 10-10-6.A that requires a minimum building property size in the RD zone and a variance to NCC 10-22-1.C that requires a number of off-street parking spaces for a single-family residence in the RD zone for property located at 2016 Lexi's Lane.

Pertaining to: A lot of land (hereinafter the "Property") addressed as 2016 Lexi's Lane (Lot 7, Block 1 of Lexi's Creekside Subdivision) within a RD (Two-Family Residential) Zone in Nampa (see attached Vicinity Map(s)...

Application Summary: The Applicant has requested a Variance to City of Nampa zoning ordinance Section 10-10-6(A) which requires a minimum property size of 7,000 sq. ft. in the RD land use district [zone] in order for that property to be "buildable". The subject Property has an existing structure thereon which was originally used as a property management office and community clubhouse. The building has been vacant since 2007 and the Applicant (on behalf of the Association) is requesting a Variance Permit in order to authorize conversion of the building into a single rentable, one-bedroom apartment unit. The Applicant is also requesting a Variance to N.C.C. § 10-22-1(C) which requires two (2) off-street parking spaces be provided to every residential dwelling unit as the owners are proposing a guaranteed provision of one (1) parking space for the unit with access to the other spaces held in common by the subdivision (as well as access to the private service drive network within Lexi's Creekside Subdivision).

History: N/A

Contents:

Conclusions of Law: Pages 2-3

Staff Narrative Findings/Discussion: Pages 3-7

Recommended Condition(s) of Approval: Page 7

Attachments Description(s): Page 7

Applicable Regulations

10-24-1: [VARIANCE] PURPOSE:

The council is empowered to grant variances in order to prevent or to lessen practical development difficulties, unique site circumstances and unnecessary physical, geographical

hardships inconsistent with the objectives of zoning as would result from a literal interpretation and enforcement of certain of the bulk or quantifiable regulations prescribed by this title.

A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of: a) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and b) the variance is not in conflict with the public interest. Hardships must result from special site characteristics relating to the size, shape or dimensions of a site or the location of existing structures thereon, from geographic, topographic or other physical conditions, or from population densities, street locations or traffic conditions or other unique circumstances.

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 an exception to the City’s required minimum property size for a building lot in the RD Zone, and, to a requirement that governs how many parking spaces are required for a single-family residence -- also in the RD Zone. The summary explanation of the Applicant(s)’ request was provided at the beginning of this report. A copy of their application narrative is also hereafter attached.

As this is a Variance request, it is the obligation of the Applicant to present such facts and persuasive arguments as to convince the Council that there exists some form of hardship or other unique site circumstance to justify issuance of the requested permit. The review criteria the Council is to use in assessing the application are those in bold font listed at the beginning of this report under the heading of “Applicable Regulations”, “Actions” 1-5. Those criteria serve as the “Conclusions of Law” to be associated with this matter.

III. General, Possible Findings:

1. The Property (legal description within City case file VAR 00013-2016) made the subject of this Variance request is located within the incorporated limits of the City of Nampa; and,
2. The Property Owners have a controlling interest in the Property and are authorized to represent the same or allow another party to represent the same in this matter; and,
3. The Property owners have authorized Ed Parnell [“Applicant”] to apply for and represent their interest in obtaining the requested Variance Permit; and,
4. The Applicant proposes that the City’s Council grant relief to the minimum required lot size associated with the Property (N.C.C. § 10-10-6.A) in order to the convert the Property from being “common” into a “building lot” in order to facilitate conversion of an on-site manager office/clubhouse building upon the same into a rental apartment (single) building; and,
5. The Applicant proposes that the City’s Council further grant relief to the minimum number of parking spaces/stalls required for a single dwelling unit (N.C.C. §

10-22-1.C.) as part of conversion of the Property's use from a clubhouse site to a single rental property and building site; and,

6. 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,

7. The City's zoning ordinance requires that properties in the RD Zone comply with all relevant zoning code requirements appertaining thereto (including emplacement of any requisite, extant site improvements); and,

8. The Applicant has, therefore, submitted to the City a complete [package] Variance Permit Application together with the requisite fee, and the City has received the application and deemed it acceptable; and,

9. The Variance Application is being processed in conjunction with procedures compliant with the Local Land Use Planning Act, and Nampa Zoning Ordinance standards appertaining to such an application type; and,

10. Variances, as a rule, are not to be issued simply for economic reasons or convenience; they "shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of: a) special characteristics applicable to the site which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity"; and,

11. Further, a statement has been provided that attempts to justify the Variance request as some type of topographical or other physical site hardship or "unique site circumstance" that restricts Property development or "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 the business plan(s) 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 Nampa Highway District has expressed that they are not opposed to the application; 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 either: a) be on surrounding properties adjacent to the Property; and/or, be 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 building height standards demonstrated by other persons/parties in the City; and,

16. That City services are available to the Property, the site has access to City public roads; and,

17. Attached to this report is all of the information Staff had by the time this report was ready to go to print (12 noon, August 31, 2016).

IV. Analysis/Opinion:

In Nampa, as pertaining to land use Variance Permit requests, a burden rests upon an applicant to argue persuasively to the City's Council that one or more conditions related to the property they represent interfere(s) with the applicant's use of their land in manner and form commensurate with that enjoyed, most particularly, by their neighbors or other properties in a similar situation and zoning district as that applicant's land. Each Variance application is reviewed on a case by case basis and the merits of the matter are weighed in the public venue. Public testimony is received and the opinions of City departments or outside agencies submitted to the Council for their consideration.

With respect to the matter made the subject of this report, Applicant, per their narrative (and as afore-cited in this report) argues for their Variance request, essentially as follows:

A) That as the office/clubhouse on the Property has become obsolete given that the multiple-family lots in the subdivision within which the Property lies now have widely disparate ownership and the building is now unused/vacant, and, has been the subject of vandalism and deterioration; and,

B) That conversion of the former property manager office/clubhouse building into a rental unit will provide useful occupancy of the building; and, that the amenities associated with the same will provide a "premium" rental unit; and,

C) That the office/clubhouse building already exists and the Property upon which it rests is fixed in its dimensions and legal description. That is, there is no disposition expressed by owners of lots abutting the Property to yield by sale or donation additional land(s) to add to the platted square footage of the Property; and,

Regular Council
September 6, 2016

D) That the actual yard area available to proposed single rental unit is comparable to that available to other multiple-family residential structures lying within the same project (Lexi's Creekside Subdivision) as the Property...

With respect to this unique Variance request package, Staff finds no meritorious counter arguments to consider and would also point out that past the first two units in a building, zoning code only requires in the RD Zone that each additional unit be allotted 3,500 sq. ft. of space. The current lot size proposed for the new rental unit is 4,610 sq. ft.

Respecting the parking Variance Permit request associated with this matter, the Applicant argues:

A) That the proposed singular rental unit (converted from the existing property manager office/clubhouse will have one parking space assigned to it and access to other commonly shared spaces available to all the units just as other apartment units in the same subdivision have now...

With respect to this unique Variance request package, Staff finds no meritorious counter arguments to consider, but would note that as each apartment building was originally approved with the appropriate number of parking spaces made available to it (two per unit), that the situation that suggests to the Applicant that they need a Variance, upon further review, is a creation of the shared parking agreement likely used by the subdivision and is not attributable to an actual lack of available parking spaces on site. Thus, Staff sees at this juncture no real need for a parking Variance, but to put aside concerns, recommends its approval, as well also recommends approval of requested the lot size exemption.

Councilmember Haverfield had concerns with the proximity of the road to the house.

Councilmembers asked about bollards.

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

Ed Parnell stated that they would be willing to put cement barriers up if required.

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

Councilmembers made comments on the variance.

.

Regular Council
September 6, 2016

MOVED by Skaug and **SECONDED** by Raymond to **approve variance** request to **10-10-6-A** requiring a *7,000 sq. foot minimum lot size* and a **variance** to **10-22-1-C** requiring *two off-street parking spaces* for each living unit located at **2016 Lexi's Lane** for **Ed with staff conditions and that a** 6 inch in diameter steel post with concrete poured inside of it or similar that would protect the household from an automobile and needs to be at least 5 feet out. The Mayor asked for a roll call vote with Councilmembers Levi, Bruner, Raymond, Skaug voting **YES**. Councilmember Haverfield voting **NO** and Councilmember White was **Absent**. The Mayor declared the

MOTION CARRIED

Mayor Henry opened a **public hearing** for **zoning map amendment** from **RS 8.5 to RA** at 17155, 17175, 17225, 0 Star Road and 0 Cherry Lane approximately 27.069 Acres for John Low.

John Low, 4921 Cresthaven, Boise presented the request.

Planning and Zoning Director Norm Holm presented a staff report explaining that the request is for a rezone from RS-8.5 to RA for John Low – 17155 Star Rd – R30375 – 5 acres; Robert Bruno – 17175 Star Rd – R30375010 – 5.001 acres; David Brenneman – 0 Star Rd – R30375012 – 5.001 acres; Michael Dudley – 0 Star Rd – R30375011 – 4.354 acres; Add Ventures – 0 Cherry Lane – R30380 – 7.713 acres for approximately 27.069 acres of farm ground.

Planning & Zoning Commission Recommendation: Approval with no recommended conditions.

Planning & Zoning History: Annexed and zoned RS 8.5 for Subdivision Development in 2006.

Proposed Land Uses: Owner is requesting the zoning change to accommodate conversion from previously planned smaller subdivision lots to the larger existing 4 acre+ parcels for rural residential use with planned large animal raising activity.

Surrounding Land Use and Zoning:

North- Agricultural, County AG

South- Rural Residential, County AG

East- Agricultural, County AG

West- Rural Residential - County AG, Agricultural - City RS 12

Comprehensive Plan Designation: Community Mixed Use Designation bordering Medium Density Residential Designation to the north. Zoning map amendment interpreted as being stretchable to include the subject area as a part of the adjacent Medium Density Residential designated area to the north.

Regular Council
September 6, 2016

Applicable Regulations: Rezones or zoning map amendments must be reasonably necessary, in the interest of the public, further promote the purposes of zoning, and be in agreement with the adopted comprehensive plan for the neighborhood.

Special Information

Public Utilities:

No municipal sewer available
No municipal water available
No municipal irrigation available

Public Services: All present.

Transportation and Traffic: The property has frontage and access from Star Road.

Environmental: The rezone would have little effect on the adjoining properties. The impact of downzoning the property from RS 8.5 to RA would have little or no impact on the neighborhood.

Staff Findings and Discussion

The requested rezone is appropriate. The parcel adjoins the Medium Density Residential Land Use Designation to the north making the rezone from RS 8.5 to RA compatible with the Future Land Use Map designation of Medium Density Residential.

If the Planning Commission votes to recommend to the City Council approval of the rezone the following findings are suggested:

1. Rezone of the subject property to RA is reasonably necessary in order to allow the applicant to use the property as proposed.
3. Rezone of the subject property to RA is in the interest of the property owner(s) and conforms to the adopted comprehensive plan designation of Medium Density Residential use.
4. The proposed Rural Residential use of the subject property will be compatible with the existing Agricultural and Rural Residential uses established around the area.
5. The use of a development agreement to establish any conditions for the rezone of the property serves no purposes.

At the date of this memo I have received no statements of opposition or support from any property owners or residents in or around the area.

Regular Council
September 6, 2016

Those appearing in favor of the request were: Michael Dudley, 1411 South Secretariat.

Those appearing in opposition to the request were: David Brenneman, 2202 West Realcreek Street, Meridian.

Norm Holm explained the acreage that would allow animals on it.

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

MOVED by Skaug and **SECONDED** by Haverfield to **approve zoning map amendment from RS 8.5 to RA at 17155, 17175, 17225, 0 Star Road and 0 Cherry Lane** approximately 27.069 Acres for John Low 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 **zoning map amendment from GB 1 to GBE at 16200 Idaho Center Blvd** a 55.24 acre portion for the City of Nampa.

Long Range Planner Karla Nelson presented a staff report explaining that the request is Requested Actions: 1) Amendment of Title 10, Chapters 3, 4 and 22, Sections 10-3-1, 10-3-2, 10-4-1, 10-4-2, 10-4-5, 10-4-6, 10-4-8, 10-4-9, 10-22-1, 10-22-4 and 10-22-6; and 2) Rezone from GB 1 (Gateway Business 1) to GBE (Gateway Business Entertainment) at 16200 Idaho Center Blvd (A 55.24 acre portion of Section 7, T3N, R1W, BM, SW ¼, Idaho Center, Lots 1 & 3, Block 1) for the City of Nampa.

Purpose: To encourage a concentration of entertainment uses to complement the Ford Idaho Center. Establishment of the GBE district and rezone of the Idaho Center to the GBE district is meant to strengthen the role of the Ford Idaho Center as a regional entertainment district emphasizing establishments attracting a regional patronage.

Background information

The City of Nampa is looking for a development partner to bring a multi-tenant entertainment based project to the Ford Idaho Center grounds. The desired development would provide amenities that attract new customers to the area and enhance the overall experience for individuals attending Idaho Center events.

Regular Council
September 6, 2016

Existing GB1 zoning allows for a broad range of land uses, many of which would not strategically enhance the Idaho Center as an entertainment venue. Establishment of the proposed GBE entertainment district would limit potential land uses for the site, only permitting those with a specific entertainment focus.

On July 26 the Nampa Planning and Zoning Commission recommended approval of the requested amendments to the zoning ordinance and the rezone request for the Idaho Center Property from GB1 to GBE.

Potential development details: The City plans to market up to 3 acres of the Ford Idaho Center property directly adjacent to Idaho Center Boulevard for a multi-tenant entertainment project. Shared parking with the Ford Idaho Center is meant to entice prospective developers.

Market Demand:

- Adjacent to the expanding College of Western Idaho, currently serving 9,000 students and 1,100 employees
- New 100-bed hospital facility under construction in addition to new medical office space
- Near Nampa's highest concentration of Class A office space
- More than 320,000 annual Idaho Center and Horse Park attendees per year

Public Utilities:

Water: 12" domestic water mains serve Idaho Center Boulevard and 10" – 8" service lines serve the Idaho Center property.

Sewer: An 18" gravity sewer main runs along the east side of Idaho Center Boulevard adjacent to the proposed redevelopment site.

Irrigation: Pressurized irrigation serves the site.

Emergency Services: All available.

Parking: According to the 2007 *Idaho Center/ Nampa Civic Center Community Benefits Analysis* the Idaho Center has 3,500 paved parking spaces and 44 RV stalls.

Correspondence and Public Input: Throughout the Northeast Nampa Specific Area Planning process we have consistently heard from residents and businesses that sit-down restaurants are needed in the area.

During the Planning and Zoning Commission, Mr. Mahoney, an adjacent property owner, spoke. He was in favor of promoting economic development in the area but had concerns about parking and fairness to other property owners in the area who would like to develop their land. Mr.

Regular Council
September 6, 2016

Mahoney's concerns were addressed; the zoning ordinance provides options for property owners to share parking and development resulting from the GBE zone will encourage people to stay in the Idaho Center area, benefiting adjacent property owners.

Location: The Ford Idaho Center, parcel R15129500.

Size of Area: 55.24 acre portion of Section 7, T3N, R1W, BM, SW ¼ , Idaho Center, Lots 1 & 3, Block 1.

Zoning and Land Use:

Comprehensive Plan Land Use Designation: Public or Highway Commercial

Existing Zoning: GB1

Proposed Zoning: GBE

Surrounding Land Use and Zoning:

North- CWI, University (U)

South- Commercial, GB 1

East- Industrial and Agricultural, GB 1 and IL

West – Commercial, GB 1

Applicable Regulations

Zoning Ordinance Text Amendments - Before Nampa City Council approves any proposed zoning code amendment(s), the Council must conclude that the proposed amendments would be:

- Reasonably necessary
- In the public interest
- In harmony with the goals and/ or policies of the comprehensive plan

Rezone - In regard to the corresponding rezone request there are several criteria to consider.

- Is the change in harmony with the comprehensive plan?
- Is the change reasonably compatible with existing, adjoining property uses?
- Will the change establish an area of zoning the same as or compatible with immediately adjoining districts?
- Does it create a “spot” zone?
- Will the change be in the interest of the public and is it reasonably necessary?

Staff Findings

Zoning Ordinance Text Amendment - Proposed amendments to the zoning code would establish a new zone, the Gateway Business Entertainment zone. Changes to sections 10-3-1 and

Regular Council
September 6, 2016

10-3-2 relate to allowed land uses in the proposed new zone. Changes to sections 10-4-1, 10-4-2, 10-4-5, 10-4-6, 10-4-8, 10-4-9 and 10-4-10 set parameters for setbacks, parking, landscaping and design. Changes to sections 10-22-1, 10-22-4 and 10-22-6 pertain to parking requirements in the GBE zone.

Permitted land uses in the GBE zone are proposed to include: restaurants (not drive-in or drive through), bars or nightclubs (with or without a restaurant), art galleries, auditoriums, botanical gardens, civic and fraternal organizations, exhibition halls, meeting halls, museums or planetariums, tourist information, concessions, dance halls, indoor entertainment and amusement, equestrian facilities, game rooms, ice or roller skating, parks, sports arena, bakery, delicatessen, gift shop, hotel, ice cream, and government office buildings. Uses proposed to be allowed conditionally include: riding academies, riding stables, and fair grounds.

To encourage development close to the existing landscape strip and sidewalk, the proposed GBE setback is 20 feet abutting arterial or collector roadways while the GB1 and GB2 setback remains 35 feet. The existing landscape strip along Idaho Center Boulevard is 35' but the property line in some locations is only 20 feet from the parking lot. Other dimensional and design differences for the proposed GBE district include zero lot lines for interior yards and an allowance for primary facades to face either the Idaho Center or Idaho Center Boulevard. Regardless of building orientation 25% glazing is required along Idaho Center Boulevard.

Parking: The GBE zone is proposed to have a **parking maximum** of 3,500 spaces. Parking maximums have been used in many communities in order to promote efficient land use and as a means of encouraging alternative transportation modes. Conventional parking standards are based on potential peak demand, resulting in parking lots that are typically empty or underutilized. The Idaho Center reports 0-5 times per year when their parking lot is filled or close to full. In other words, 98.7% - 100% of the time the parking lot is not fully utilized. The Idaho Center has tracked event attendance and utilization of paved (paid) parking spaces for ticketed events since October 2014. Over that time 2,344 was the greatest number of parking spaces utilized for an event. Spectra management is committed to promoting alternative parking plans for the few times a year when parking is scarce. Parking management plans could include shared parking with the College of Western Idaho, encouragement of carpools, bus use, or shuttles from satellite parking lots.

Despite infrequent need for all available parking, the Idaho Center does not comply with Nampa's current parking code standards. The Idaho Center has 3,500 paved parking spaces. The existing parking code requires 1 parking space for every 4 auditorium/ stadium seats. Considering all Idaho Center venues except the horse park, there should be at least 6,950 parking spaces, an amount that would never be fully utilized based on historic parking demand for the facility.

- Indoor Idaho Center Arena seats 12,300 people – requiring 3,075 parking stalls.

Regular Council
September 6, 2016

- Outdoor amphitheater seats 11,000 people – requiring 2,750 parking stalls
- Sports Center seats 4,500 people – requiring 1,125 parking stalls
- The horse park is designed to accommodate events of varying size

Devoting acres of land to empty or underutilized parking lots can be costly. The City recently appraised a section of the Idaho Center parking lot that is being considered for a multi-tenant entertainment development. The appraisal came in at \$8.00 - \$12.00 per square foot or \$348,480 - \$522,720 per acre.

The potential development on the Idaho Center grounds could take up as many as 276 parking spaces leaving 3,212 spaces and 23 acres of parking. Most likely the development will not comprise the entire 2.29 acres that the city is marketing and some of the 276 spaces will likely remain.

Reasonably necessary and in the public interest:

The proposed code amendments could be seen as being reasonably necessary and in the public interest. No existing zoning district sufficiently limits development to entertainment uses that would enhance the Ford Idaho Center.

During the Northeast Nampa Specific Area Plan process property owners and businesses surrounding the Idaho Center were sent a survey. The majority of respondents expressed an interest in attracting sit down restaurants, hotels and tourism/ entertainment development to the area. The desire for complementary entertainment uses particularly in the form of a sit down restaurant has been echoed by many organization and business representatives. The proposed code change would help to realize this goal by incentivizing entertainment uses with shared parking.

Harmony with the goals and/ or policies of the comprehensive plan:

Proposed text amendments are in harmony with several stated goals of the comprehensive plan.

- Chapter 5, Goal 5 – Guide new development, infill and redevelopment projects to planned development areas throughout the city, rather than outside of the city.
 - Objective 7: Identify potential infill and urban redevelopment locations in the Comprehensive Plan, and through special planning studies of specific areas
- Chapter 5, Goal 12: Encourage the development of compact, mixed use neighborhoods, districts and centers.
- Chapter 6 – Parking Management; Strategy 10: Increase flexibility with minimum parking requirements to reflect typical daily demand and allow innovative parking provisions.

- Explore the use of innovative public and private parking requirements and approaches, including the use of minimum or maximum parking requirements in City ordinance.
- The City should recognize unique situations in the downtown and other parts of the City, and allow for flexibility in parking provision decisions in response to unique circumstances.

Under Section 10-2-3 regarding rezones, in order to approve of the proposed **Rezone from GB1 (Gateway Business 1) to GBE (Gateway Business Entertainment)** the Planning & Zoning Commission must find the following:

1. *The proposed map amendment (rezone) would be in harmony with the city's currently adopted comprehensive plan and comprehensive plan future land use map;*
The current future land use designation for the site is Public but it is directly adjacent to a Highway Commercial designation. Nampa allows comprehensive plan designations to be stretched over one parcel. Proposed uses in the Gateway Business Entertainment District are harmonious with the Highway Commercial designation. Moreover, goals of the comprehensive plan listed above support the change.
2. *The proposed map amendment (rezone) would provide for a proposed use or set of uses that would be at least reasonably compatible with existing, adjoining property uses;*
Existing uses on the site are entertainment based. Surrounding uses include the College of Western Idaho, commercial uses and nearby office space all of which are compatible with and would likely be enhanced by the proposed entertainment uses.
3. *The proposed map amendment (rezone) would make a change on the land use map of the city which would establish an area of zoning the same as or compatible with immediately adjoining districts;*
The proposed GBE zoning would be surrounded by GB1 and University zoning. Proposed GBE uses are compatible with uses allowed in the GB1 and University zoning districts.
4. *The proposed map amendment (rezone) would not create a "spot" zone (having a section of one kind of zoning surrounded by another) having no supportive basis per the adopted comprehensive land use map so as to only serve to benefit the applicant;*
The GBE district is a Gateway Business sub-district connected to other Gateway Business zoning. Staff does not consider the proposed change a spot zone.
5. *The proposed map amendment (rezone) would be in the interest of the public and reasonably necessary.*

Regular Council
September 6, 2016

During the Northeast Nampa Specific Planning process property owners and businesses surrounding the Idaho Center were sent a survey. The majority of respondents expressed an interest in attracting sit down restaurants, hotels and tourism/ entertainment development to the area. The desire for complementary entertainment uses particularly in the form of a sit down restaurant has been echoed by many organization and business representatives.

Revenue generated from underutilized parking spaces could also be seen as being in the public interest.

Conditions of Approval

If City Council determines that the proposed rezone is appropriate for the location, conditions of approval could be considered. Parking management plans could be required for events attracting more than 8,000 attendees. The Engineering Division did not identify any conditions of approval.

Councilmembers asked questions of staff.

Economic Development Director, Beth Ineck, explained the marketing and selling process of the property.

Those appearing in favor of the request were: Hubert Osborne, 4199 East Switzers Way.

No one appeared in opposition to the request.

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

MOVED by Skaug and **SECONDED** by Haverfield to **approve zoning map amendment from GB 1 to GBE at 16200 Idaho Center Blvd** a 5.24 acre portion for the City of Nampa 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 **Amending Title 10, Chapter 3, Section 10-3-1 and 10-3-2** Relating to Land Uses in the GBE (Gateway Business Entertainment) Zone; Amending Title 10 Chapter 4, Sections 10-4-1, 10-4-2, 10-4-5, 10-4-6, 10-4-8, 10-4-9, and 10-4-10 Relating to Establishment of the GBE (Gateway Business Entertainment) zone; Amending Title 10, Chapter 22, Sections 10-22-1, 10-22-4, and 10-22-6 Pertaining to Parking in the GBE (Gateway Business Entertainment) Zone.

Regular Council
September 6, 2016

Karla Nelson presented the staff report for this code change with the rezone request for the Idaho Center property.

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

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

MOVED by Haverfield and **SECONDED** by Raymond to **approve Title 10, Chapter 3, Section 10-3-1** and 10-3-2 Relating to Land Uses in the GBE (Gateway Business Entertainment) Zone; Amending Title 10 Chapter 4, Sections 10-4-1, 10-4-2, 10-4-5, 10-4-6, 10-4-8, 10-4-9, and 10-4-10 Relating to Establishment of the GBE (Gateway Business Entertainment) zone; Amending Title 10, Chapter 22, Sections 10-22-1, 10-22-4, and 10-22-6 Pertaining to Parking in the GBE (Gateway Business Entertainment) Zone 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 Amending **Title 5**, Chapter 2, Section 5-2-25; Amending Sections 10-1-2, 10-1-3, And 10-1-18, Amending Title 10, Chapter 1, Section 10-2-8, Deleting and Replacing Title 10, Chapter 3, Section 10-3-9, Deleting and Repealing Title 10, Chapter 7, Section 10-7-10, Amending Title 10, Chapter 8, Section 10-8-6, Amending Title 10, Chapter 10, Section 10-10-6, Amending Title 10, Chapter 11, Section 10-11-5, Amending Title 10, Chapter 12, Section 10-12-5, Amending Title 10, Chapter 13, Section 10-13-5, Amending Title 10, Chapter 16, Section 10-16-5, Deleting And Repealing Title 10, Chapter 21, Sections 10-21-6 and 10-21-7, Amending Title 10, Chapter 22, Section 10-22-5, Amending Title 10, Chapter 23, Section 10-23-20, **Amending Title 10**, Chapter 25, Sections 10-25-6, 10-25-7, and 10-25-13, Planning and Zoning.

Robert Hobbs presented a staff report explaining that the Planning and Zoning Commission, during their normally scheduled public hearing of August 09, 2016, voted to approve the proposed amendments (see attached hearing minutes). Two minor typographical error corrections were incorporated into the amendments after their hearing. City legal counsel has reviewed and assisted with the amendments. City Engineering has reviewed the language of the amendments and have no issue with the same. Other departments have had access to the amendments but have not formally commented on the same.

Attachment(s):

Regular Council
September 6, 2016

Pages/Exhibit(s): Attached Code Amendments & Agency/Department Correspondence (pages/Exhibits 9-35)

Section 2.

10-1-2: DEFINITIONS:

The modifications seek to clarify and supplement existing definitions are self-explanatory. As the land use control schedule in Section 10-3-2 distinguishes professional offices as a separate land use type from medical offices/clinics, revamped definitions for each were deemed needful by Staff and City legal counsel. Also, a definition for net floor area (a term used most often when dealing with parking space count issues) was deemed proper for insertion into code.

10-1-3: INTERPRETATION OF TITLE:

The amendment associated with this section purposes the removal of any code reference to private CCRs (covenants, conditions and restrictions) to circumvent any argument being made that the City should enforce private, civil contracts affecting property, and, to not erroneously convey any ideas that City planning and zoning or subdivision codes may override private CCRs or vice versa. Any person or party confronted with both kinds of rules [i.e., the City's and civil] must abide by both -- when those conflict, with the most restrictive.

10-1-18: FIGURES:

Deletion of the solar setback diagrams is desired as the City's solar ordinance was repealed years ago making the Figures' obsolete.

Section 3.

10-2-8: PUBLIC HEARINGS:

The language provided is intended to replace, where and as depicted in the attached Exhibit the wording surrounding the conduct of public hearings that address zoning or subdivision related hearing matters. The City has never formerly adopted Robert's Rules of Order or any other parliamentary procedure rule set, and has no intention to do so. City legal counsel has affirmed that the courts understand that, at our level of business, the handling of public testimony may be less formal than in a court setting. While having some basic meeting protocol is desirable to maintain order and decorum, too rigid of a structure can have an intimidating effect on those wishing to present or speak in public. Staff also wanted to inculcate into the code some clarifying language on how appeal hearings are handled before City hearing bodies, which is what started the review of Section 10-2-8 in the first place.

Section 4.

10-3-9: NON-CONFORMING USES:

Rather than confuse City officials or Sterling Codifiers (the company that reviews and codifies Nampa's code changes and then publishes and uploads onto the internet the same), Staff and legal decided to simply delete Section 10-3-9 in its entirety and replace it with the language included hereafter. The largest changes to that section include a re-dating of the City's non-conforming use "cutoff" from May 05, 1971 to April 17, 1989. The 1989 date corresponds to an enactment [really a re-enactment] of Nampa's Comprehensive Zoning Ordinance. Some time ago a code amendment was approved by Nampa's Council that amended the definition of non-conformity to April 17, 1989 to honor that date when our zoning code was most recently repealed and re-enacted. The fact that the code now has two disparate dates was a clerical error effectually, in that the 1971 date was not updated to 1989 in both the definitions section of the code and Section 10-3-9 where non-conforming use regulations are set forth, or, the 1989 date was not redacted instead in a prior amendment so as to leave the 1971 date intact. Since the 1989 date has been in code for a while now, legal counsel felt it proper to correct that disparity.

Also, legal counsel (based on case law) agrees with Staff that the way we treat non-conforming use conversions or roll overs needs to be changed. Rather than specify a process for conversion of one-conforming use type as categorized/listed by Schedule 10-3-2, we should be better protecting legally "grandfatherable" activities/operations and/or aspects of site conditions. Perhaps an excerpt from a letter on this point to an inquiring party will help illustrate, *per se*, the perspective:

"Respecting the Property, we note that the category of principal land use type has changed over time, but the intrinsic condition of non-operative vehicles being stored on the land, repaired on the Property and often towed to or from the site has been a continuous, inherent aspect of its use since before 1971 and 1989, as has the presence of commercial businesses thereon as vouchsafed by the Affidavits and pictorial evidence provided by your attorney. (The number of Property owners or users is really irrelevant as the issue of grandfathering in this matter is relegated to movement of vehicles onto/off of the Property and their storage thereon). The carry-over of vehicles on the Property continues with your present operation making use of the Property in that respect continuous without "clear intent to abandon" as defined by state statute. We note that had such use of the Property not been an inherent part of its past, *and*, you were converting the non-conforming use of the land in totality from one kind of land use category to another with

no transferable common denominators (e.g. vehicle storage or minor repair/bodywork), then a Conditional Use Permit for the conversion would be warranted. (An example of such a CUP type conversion in Nampa might be gutting a large non-conforming house in a commercial zone to use the same for a stand-alone, inexpensive [industrial] storage building). City legal counsel was consulted recently over this question (and in particular with your Property and its use in mind), and they provided an opinion that this reasoning was sound in light of the principles/law that govern municipalities' treatment of non-conforming uses and our City's code."

Finally, the revised section language also makes clear that the City will not issue permits, approvals or certificates to sanction legal, non-conforming uses; rather, we will simply state whether we recognize the existence of such and our intent to honor the same where they are found to exist. This approach recognizes that grandfather rights are constitutionally derived and not issued/given on consent of a governing authority as a form of permit or license – although recognition of the same is at times handled as a form of application in Nampa, like in other jurisdictions.

Section 5.

10-7-10: AG USES AFTER RECLASSIFICATION OF RA DISTRICT:

Associated with the afore-described changes to the City's zoning related non-conforming use provisions, all sections, including the one in § 10-7-10, in conflict with the new standards, or the philosophy that legal, non-conforming use should stand until abandoned, this section is proposed for deletion.

Section 6.

10-8-6: PROPERTY AREA, WIDTH, DEPTH, FRONTAGE AND SETBACK REQUIREMENTS:

This code amendment proposes to reset side yard setbacks to require but five feet (5') to either side of a detached single-family home in all RS zoned areas per Council instruction provided some time ago. Staff believes that the, or one of the, main reasons for the old ten foot (10') side yard setback requirement for residential housing properties was to provide City workers with rear yard access to pressure irrigation mains. A side benefit may have been to facilitate getting equipment or emergency crews to rear yard areas or to pre-establish future possible wide driveway access areas that could lead to shops/carports/garages in the back of homes. As new

pressure irrigation mains are laid in the front of properties now, and, as those persons wanting clear, wide access to a backyard would not purchase a home with narrow side yards, and, as builders can always/still introduce wide yards onto a plot of land, Staff does not perceive the change as problematic. Further, we are of the opinion that other jurisdictions have similar minimum setbacks comparable to what is now being proposed.

Section 7.

10-10-6: PROPERTY AREA, WIDTH AND YARD REQUIREMENTS:

See comments from Section 6 above...made applicable to RD zoned areas.

Section 8.

10-11-5: PROPERTY AREA, WIDTH AND YARD REQUIREMENTS:

See comments from Section 6 above...made applicable to RML zoned areas.

Section 9.

10-12-5: PROPERTY AREA, WIDTH AND YARD REQUIREMENTS:

See comments from Section 6 above...made applicable to RMH zoned areas.

Section 10.

10-13-5: PROPERTY AREA, WIDTH AND YARD REQUIREMENTS:

See comments from Section 6 above...made applicable to RP zoned areas.

Section 11.

10-16-5: PROPERTY AREA, WIDTH AND YARD REQUIREMENTS:

At present, to buffer [primarily] single-family residential properties from impact by commercial property uses that may lie adjacent to them, the code requires a ten foot (10') setback -- or, in the presence of a sight/site obscuring six foot (6') fence, a commercial parking lot with spaces "T-ing" directly into the fence a zero foot (0') setback may be employed. The contemplated revisions to this section proposes to add duplexes or two-unit townhomes into that protective standard. (Three-unit structures, even if "townhomes" are considered by the Building

Regular Council
September 6, 2016

Department as “commercial” buildings, thus a break was made between two and three unit structures in so far as requiring an increased setback.)

Section 12.

10-21-6: NON-CONFORMING ANIMAL USES:

Chapter 21 of the zoning ordinance was written years ago and incorporated legal, non-conforming use related language deemed acceptable at the time respecting the care and keeping of animals. As previously explained in Section 4 above, our “grandfathering” rules are proposed for revision to better align with current Idaho Supreme Court case law and our own legal counsel and Staff’s views as to how [valid] legal non-conforming uses should be protected, not be amortized, and, disregarded by the City only if clearly abandoned by their possessor or held to be foregone by virtue of their violation.

Section 13.

10-22-5: PARKING AREA IMPROVEMENTS AND PLANS:

On the heels of the creation of the new Health Care (HC) Zone some months ago, alterations to certain parking lot landscaping regulations were requested by City Council. The old standard that required emplacement of parking lot planter interrupts in specified increments in parking banks is still intended to be left in code, but a new standard is being accommodated as an alternative landscaping option. The new standard would allow parking lot planter strips to be placed between the head ends of double stacked parking banks with trees (and even sidewalks) therein (as stated and illustrated in the amendment draft language) in lieu of the occasional stand-alone interrupts.

Section 14.

10-23-20: DISTRICT PERMANENT SIGN ALLOWANCES:

The changes sought for the permanent signage control charts in Chapter 23 are intended as a correction to re-insert language that was somehow dropped out of the charts. The changes are consistent in identifying the Community and Freeway Business districts as well as the Gateway zones and two of the three Industrial zones which signs are considered “billboards” and that certain of those billboards are only allowed if they are oriented to and on property abutting I-84 proper as per years long past practice and interpretation as well as code. No other changes to sign standards are herewith proposed other than a clarification on tenant space wall signage – that is it may be put on both front and back of buildings as already done in Gateway zones.

Section 15.

10-25-6: CONDITIONAL USE PUBLIC HEARINGS:

Beyond providing a bit of clarification in paragraph A of the section, a change of procedure designed to reduce applicant and City decision maker confusion as well as better synchronize entitlement permit requests being reviewed through the public hearing process, Staff advocates the inclusion in paragraph A the underlined sentence. This will have the effect of causing any Conditional Use Permit (CUP) acted on by the Commission to only be a recommendation when the CUP is necessarily part of a package(d) rezone or annexation request. Expectedly, if adopted, this amendment will help eliminate appeal process problems that occur when a rezone or annexation is given a recommendation by the Commission and an associated CUP is approved or denied only to be then appealed. Such a situation invokes a need to address the appeal in a timely fashion but may cause a timing issue whereby the appeal date may not always coincide with the consideration of the whole entitlement matter (especially the rezone or annexation) by the Council at the same time as the appeal. This was a recent weakness revealed by one or more actions of this type that occurred a while back.

10-25-7: ACTION BY COMMISSION:

A reiteration of the above discussed code change and logic made a necessary part of this section's procedural directions...

10-25-13: ACTION ON APPEALS BY COUNCIL:

Specifies a 300' radius on appeal notice mail-outs...should probably say, "The council, at the next duly held meeting, shall set a date and time for a public hearing on any appeal of the planning and zoning commission's granting or denial_of a CUP and notify affected parties and property owners within 300' of the property made the subject of the appeal" versus the language proposed at the moment. Staff requests that if the Council ultimately passes the amendment to this section, that they authorize the change and add in the above underlined characters.

Section 16.

10-33-4: CORRIDOR LANDSCAPING REGULATIONS:

The language in this section is intended to fill in a code gap, if you will, so as to require keeping landscape corridor strips (i.e., those planter areas along main thoroughfares in Nampa) in a code compliant condition, and, if changed, that the conversion be made to meet the landscape code just as if the strip were a new property feature. An example of the need for such a regulation to provide consistency of landscape elements used in our community is found along 12th Avenue

Regular Council
September 6, 2016

South where greenery gave way to expansive use of rock. (Rock may be used at present but in more limited form along our collectors and arterials -- partly due to safety concerns such as rock chips in windshields, their ready availability to be used to vandalize, their scattering into streets creating veritable "road slicks", aesthetic concerns if scattered all over, etc.)

Sections 17-19.

"Legalese"...including a severability clause in the event Council wishes to approve some but not all of the requested amendments as presented.

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

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

MOVED by Haverfield and **SECONDED** by Bruner to **approve** and Amending **Title 5**, Chapter 2, Section 5-2-25; Amending Sections 10-1-2, 10-1-3, and 10-1-18, Amending Title 10, Chapter 1, Section 10-2-8, Deleting and Replacing Title 10, Chapter 3, Section 10-3-9, Deleting and Repealing Title 10, Chapter 7, Section 10-7-10, Amending Title 10, Chapter 8, Section 10-8-6, Amending Title 10, Chapter 10, Section 10-10-6, Amending Title 10, Chapter 11, Section 10-11-5, Amending Title 10, Chapter 12, Section 10-12-5, Amending Title 10, Chapter 13, Section 10-13-5, Amending Title 10, Chapter 16, Section 10-16-5, Deleting and Repealing Title 10, Chapter 21, Sections 10-21-6 and 10-21-7, Amending Title 10, Chapter 22, Section 10-22-5, Amending Title 10, Chapter 23, Section 10-23-20, **Amending Title 10**, Chapter 25, Sections 10-25-6, 10-25-7, and 10-25-13, Planning and Zoning and authorize the City attorney to draw the appropriate Ordinance. The Mayor asked for a roll call vote with all Councilmembers present voting **YES**. The Mayor declared the

MOTION CARRIED

The following Ordinance was read by title:

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO CHANGING THE NAME FOR A PORTION OF *NORTH MIDLAND BOULEVARD* TO *NORTH MERCHANT WAY*.

The Mayor declared this the first reading.

The following Ordinance was read by title:

Regular Council
September 6, 2016

AN ORDINANCE AMENDING THE APPROPRIATION OF FUNDS FOR A TWELVE MONTH PERIOD FROM THE FIRST DAY OF OCTOBER, 2015 TO AND INCLUSIVE OF THE THIRTIETH DAY OF SEPTEMBER, 2016 FOR THE TOTAL OF **\$144,240,259** ~~\$143,552,781~~; REFERENCING SOURCES AND USES OF FUNDS AND APPROPRIATING MONIES; SPECIFYING A PROCESS FOR EXPENDITURE OF FUNDS; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. That the following general fund total and enterprise/special revenue fund amounts or so much thereof as may be necessary, are hereby appropriated out of any money in the City Treasury for the purpose of maintaining a government for the City of Nampa, Idaho for the fiscal year beginning with the first day of October, 2015 to and inclusive of the thirtieth day of September, 2016 as follows:

GENERAL FUND			ENTERPRISE & SPECIAL REVENUE FUNDS		
City Clerk	\$ 267,270	\$ _____ -	911 Fees	\$ 987,669	\$ _____ -
Code Enforcement	\$ 466,759	\$ _____ -	Airport	\$ 570,644	\$ _____ -
Economic Development	\$ 456,748	\$ _____ -	Cemetery	\$ 304,042	\$ _____ -
Engineering	\$ 1,707,306	\$ _____ -	Civic Center	\$ 1,166,963	\$ _____ -
Facilities Development	\$ 1,153,973	\$ _____ -	Development Services	\$ 1,989,210	\$ _____ -
Finance	\$ 1,129,989	\$ _____ -	Downtown Electric Fr	\$ 46,201	\$ _____ -
Fire	\$ 11,585,241	\$ _____ -	Family Justice Center	\$ 251,011	\$ _____ -
General Government	\$ 803,528	\$ _____ -	Idaho Center	\$ 5,071,390	\$ _____ -
Transfer to Family Justice Center	\$ 224,883	\$ _____ -	Library	\$ 2,123,930	\$ _____ -
Transfer to Civic Center	\$ 494,588	\$ _____ -	Nampa Recreation Ce	\$ 3,707,360	\$ _____ -
Transfer to Idaho Center	\$ 870,351	\$ _____ -	Parks & Recreation	\$ 3,477,914	\$ _____ -
Transfer to Parks & Rec	\$ 627,282	\$ _____ -	Ridgecrest & Centenn	\$ 2,355,146	\$ _____ -
Human Resource	\$ 410,378	\$ 378,528	Sanitation/Trash Colle	\$ 8,685,969	\$ _____ -
Information Systems	\$ 2,151,486	\$ _____ -	Street	\$ 11,191,549	\$ 10,808,059
Legal	\$ 881,000	\$ _____ -	Utility Billing	\$ 888,033	\$ 854,037
Mayor/City Council	\$ 528,466	\$ _____ -	Wastewater	\$ 13,931,578	\$ _____ -
Parks & Rec Admin	\$ 365,786	\$ _____ -	Water	\$ 11,563,547	\$ _____ -
Planning & Zoning	\$ 487,559	\$ _____ -	Workers Comp Fund	\$ 63,663	\$ _____ -
Police	\$ 19,408,089	\$ _____ -	SUBTOTAL	\$ 68,375,819	\$ 67,912,132
Public Works	\$ 353,929	\$ _____ -			
Vehicle Maintenance	\$ 1,063,965	\$ 1,054,443			
SUBTOTAL	\$ 45,438,576	\$45,397,204			
			Capital Projects	\$ 1,459,840	
			Library Major Capital C	\$ -	
Federal Programs	\$ 16,654,107	\$14,865,553	CA Development Impact F	\$ 4,898,142	\$ 4,802,142
State & Local Programs	\$ 3,778,921	\$ _____ -	GO Bond Debt Servic	\$ 2,696,900	
Private	\$ 937,954	\$ 897,954	SUBTOTAL	\$ 9,054,882	\$ 8,949,964
G SUBTOTAL	\$ 21,370,982	\$21,293,481			
			GRAND TOTAL	\$ 144,240,259	\$143,552,781

Regular Council
September 6, 2016

Section 2. That the amount of money derived from funds or sources created by law for specific purposes is hereby appropriated for such purposes.

Section 3. That the Finance Department is hereby authorized and required upon presentation of the proper vouchers, approved by the Council as provided by law, to draw checks on the funds stated and against the appropriations as made in the preceding sections of this Ordinance, in favor of the parties entitled thereof.

Section 4. That this Ordinance shall be in full force and effect upon publication.

The Mayor declared this the first reading.

Mayor Henry presented a request to pass the preceding Ordinance under suspension of rules.

MOVED by Haverfield and **SECONDED** by Skaug to **pass** the preceding ordinance under suspension of rules. The Mayor asked for a roll call vote with all councilmembers present voting **YES** The Mayor declared the ordinance duly passed, numbered it **4280** and directed the clerk to record it as required.

The Mayor adjourned the meeting at 8:32 p.m.

Passed this 19th day of September, 2016.

MAYOR

ATTEST:

CITY CLERK

**NAMPA AIRPORT COMMISSION
AUGUST 8, 2016**

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

Roll Call:

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

Proposed amendments to the agenda; None

MOVED by Ross and seconded by Howard to **approve the minutes** for the **Regular** meeting of July 11, 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, alignment checked/cleaned; AWOS operating normally.
- Miscellaneous; Fuel Island DEQ Inspection has been completed; We have received one café proposal; A cell tower has been constructed just to the west of the Airport; East side hangar development –Bartlow: work is ongoing; No recent Chihuahua sightings, Nuisance Nabbers is assisting in trapping ; Weed/rodent control is ongoing; NOTAMS, crane west of airfield.

The Airport Superintendent advised the Commission the cell tower, owned by Verizon, did submit the 7460-1 and 7460-2 in accordance with the FAA. The Superintendent reviewed the FAA's determination with the Commission. The Superintendent will be reviewing the determination with our FAA representative in Helena. The Public Works Director also indicated he has asked the Building Department to confirm the tower height and location.

Grant Report:

AIP-26 (Wildlife Hazard Assessment) – J.D. Heithoff, J.U.B. Engineers, updated the Commission on the Wildlife Hazard Assessment. The draft Wildlife Hazard Assessment report has been provided to the Airport Superintendent for review. Once the Airport Superintendent's comments are received J.U.B. will submit the draft report to the FAA. The Wildlife Hazard Assessment did not find any unusual activity, only small birds and animals. Some of the recommendations in the report are: use of scatter bangs and completion of the fence to the south of the Airport.

AIP-27 (Phase 1 Environmental Study for Purchase of Land in the Runway 11 RPZ) – J.D. Heithoff 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 has stalled due to a June 30 letter from Mr. Blough's attorney that indicated Mr. Blough is no longer interested in allowing access to his property. J.U.B. met with the City, the FAA and State Aeronautics to discuss options to move forward. The FAA is requesting a completed RPZ Analysis and cost study and to complete the portions of the project that do not require access to the property. J.U.B. will update the Scope of Work accordingly.

**NAMPA AIRPORT COMMISSION
AUGUST 8, 2016**

The Commission discussed options for purchasing the land as well as potential issues if the land is not acquired by the Airport.

The Public Works Director indicated we need to complete the Phase 1 study and then meet with the FAA to determine the next steps.

AIRPORT BUSINESS

Review Café proposal form Nate Lindskoog – Mr. Lindskoog was unable to attend the meeting. The Airport Superintendent reported he met with Mr. Lindskoog and Chairman Miller earlier in the day to review the proposal.

The Public Works Director indicated that he had met with a local restaurant owner, Merlin Knight, to look over the café space and get a feel for appropriate costs. Mr. Knight indicated the space is small with limited access; the setup of the cafe does not make sense and not being on a main street like Garrity, limits traffic. The Public Works Director asked the Commission to determine what is the purpose of having a café at the Airport?

The Public Work Director provided the Commission with an estimated marginal cost for the café. The equipment and preventative maintenance for the café equipment has an estimated cost of \$7,500.00 per year. The estimated cost for maintenance of the building is \$2,900.00. The total cost for the City is approximately \$10,500.00 per year. With the current proposal the City will break even after two years.

The Commission discussed the City's operational costs for the café. Chairmen Miller indicated if we do not have a tenant in the café space the City will have an additional cost of \$7,200.00 per year for restroom cleaning.

Chairmen Miller indicated after meeting with Mr. Lindskoog and the Airport Superintendent, he feels that Mr. Lindskoog is competent and will do a good job with the Café. Commissioner Beverly indicated he would like to meet Mr. Lindskoog. The Airport Superintendent will set up a meeting for Commissioner Beverly.

The Commission discussed Mr. Lindskoogs proposal. The Commission would like the rent to be \$1,800.00 per month with-in five years.

MOVED by Howard and seconded by Ross;

The Commission hereby accepts Mr. Lindskoog's proposal and directs staff to negotiate a lease for the café with Mr. Lindskoog.

MOTION CARRIED

Review updated Land Lease Application Policy – Airport Administrative Coordinator, Lynsey Johnson, presented the updated policy. The policy has been updated per the Commission comments from the July Meeting. Aaron Seable from the City Attorney's office has reviewed the policy and made some language changes. Mr. Seable also suggested the Commission strengthen the reservation extension section of the policy.

The Commission discussed the policy and the Attorney suggestions.

NAMPA AIRPORT COMMISSION
AUGUST 8, 2016

MOVED by Howard and seconded by Beverly;

The Airport Commission hereby approves the Land Lease application policy as distributed with the update of the following language: 7 days changed to 5 days.

MOTION CARRIED

MOVED by Ross and seconded by Beverly to **adjourn** the meeting.

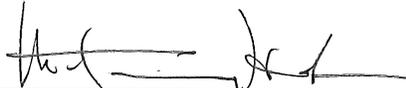
MOTION CARRIED

Chairman Mark Miller adjourned the meeting at 6:31 PM

Passed this 12th day of September, 2016



COMMISSION CHAIRMAN



AIRPORT SUPERINTENDENT, SECRETARY

BID AWARD
CIVIC CENTER – KITCHEN RE-FRESH

- Facilities Development, as part of Building Safety and Facilities Development, is charged with maintaining City property. Facilities Development has completed the bidding process for the Civic Center – Kitchen Re-Fresh project. This project will bring the kitchen up to industry standards, improve functionality for staff and make it easy to clean.
- The project will be funded from the Civic Center and Sodexo. Civic Center will fund approximately \$16,412 and Sodexo will fund \$36,000.
- Facilities held a bid opening on August 18, 2016 and received (2) bids from:
 - 1) EKC, Inc.
 - 2) HCD, Inc.
- EKC, Inc. was determined to be the only responsive bidder at \$52,412:

Base Bid	\$ 17,880.00
Alternate 1	\$ 30,362.00 (purchase and install new kitchen equipment)
Alternate 2	\$ 990.00 (paint kitchen cooler)
Alternate 3	\$ 3,180.00 (deep clean kitchen)

Total Bid \$ 52,412.00

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

REQUEST: Council award bid, and authorize Mayor to sign contract with EKC, Inc. for the Civic Center – Kitchen Re-Fresh project at \$52,412.

BID FORM

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

PROJECT: KITCHEN RE-FRESH FOR NAMPA CIVIC CENTER

PROJECT NO.: 1661

DATE: 8/18/16

SUBMITTED BY: Tim Hendrix

Name: EKC, INC. _____

Address: 1649 W SHORELINE DR., SUITE 201
BOISE, ID 83702 _____

OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1. **Base Bid:** All labor, materials, services, permit fees, and equipment necessary for completion of the work for the Kitchen Re-fresh work shown on the drawings and specifications.

Seventeen thousand, eight hundred eighty Dollars \$ 17,880.00
in lawful money of the United States of America.

ALTERNATES

List pricing for each Alternate where listed. The following Alternates are not listed in any priority and may be selected individually in any order if selected at all by the Owner.

Alternate No. 1: Kitchen Equipment:

Base Bid: Contractor shall install kitchen equipment provided by owner.

Add Alternate: Contractor shall purchase and install all kitchen equipment (labeled with a 'K' on the floor plan). Contractor may substitute equivalent equipment for the listed specifications. For any equipment substitutions, contractor shall submit a cut sheet with this bid alternate.

Thirty thousand, three hundred sixty two \$ 30,362.00 Dollars
in lawful money of the United States of America

KITCHEN RE-FRESH FOR NAMPA CIVIC CENTER

Alternate No. 2: Paint Cooler: Provide prep, prime, and paint at existing kitchen cooler walls as described in the contract documents.

Nine hundred ninety \$ 990.00 Dollars
in lawful money of the United States of America

Alternate No. 3: Total Clean: Provide thorough de-grease and deep clean of permanent kitchen fixtures such as walls, floors, doors, ceiling grid and tile, dishwashing area, etc.

Three thousand one hundred eighty \$ 3180.00 Dollars
in lawful money of the United States of America

Unit Cost – Floor tile replacement:

Base Bid: Base bid shall include work to infill floor tile at areas where existing curbs and wall are to be removed.

Unit Cost: Contractor shall provide a cost per unit to remove existing damaged floor tile and/or base, and replace with new similar tile and/ or base. Areas to be replaced will be determined at a pre-construction walk through with the owner and tile installer.

Thirty two $\frac{1}{2}$ $\frac{50}{100}$ \$ 32⁵⁰ / per tile

Amounts shall be shown in both words and figures; in event of discrepancy, the amount in words shall govern.

- All applicable federal taxes and State of Idaho taxes are included in the Bid Sum.

-We have included herewith, the required security Bid Bond as required by the Instructions to Bidders.

-Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within ten (10) days of receipt of Notice of Acceptance of this Bid.

Commence work within seven (7) days after execution of the Agreement.

CONTRACT TIME

If this Bid is accepted, we will:

Complete the Work in a timely manner in coordination within scheduling parameters of the City of Nampa staff. Contractor will be given sufficient time to order necessary materials, but upon agreement of a construction start date, owner will shut down the kitchen operations for **14 calendar**

KITCHEN RE-FRESH FOR NAMPA CIVIC CENTER

days. All work must be completed within that 14 day window to allow kitchen to return to full operation.

CHANGES TO THE WORK

Changes in the Work will be net cost plus 10%.

On work deleted from the Contract, our credit to the Owner shall be the Architect approved net cost plus the overhead and profit percentage noted above.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum No.	<u>1</u>	Dated	<u>8/16/16</u>
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

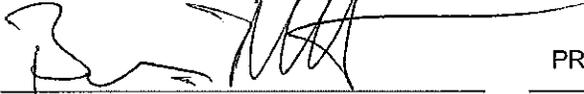
BID FORM SIGNATURE(S)

The Corporate Seal of

EKC, INC.

(Please print full name of your Proprietorship, Partnership, or Corporation)

Was hereto affixed in the presence of:



PRESIDENT

Authorized Signing Officer

Title

Licenses No. RCE-6142

(If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.)

END OF BID FORM

BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

EKC, Inc.
1649 W. Shoreline Drive, Suite 201
Boise, ID 83702

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Nampa
411 Third Street South
Nampa, ID 83651

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Nampa Civic Center Kitchen Refresh

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

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

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



Signed and sealed this 15th day of August, 2016

EKC, Inc.

(Principal)

(Seal)

By:

[Signature] President

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

[Signature]
Brenda J. Smith Attorney-in-Fact

(Title)



[Signature]
(Witness)

[Signature]
(Witness) Amy Farris



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: EKC, Inc.

OR

Project Description: Nampa Civic Center Kitchen Refresh

Obligee: City of Nampa

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brenda J. Smith of the City of Boise, State of ID, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

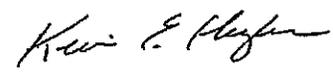
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of August, 2016.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CITY OF NAMPA
DEPARTMENT PROPERTY DISPOSAL REQUEST**

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

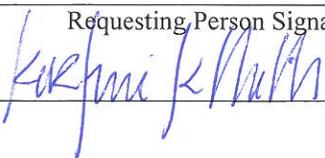
Disposal Method Code	Use Category	Qty.	Description of Item	Cond. Code	Estimated Value
6	Fleet Vehicle	1	#765 1992 Ford Aerostar 1FMDA11U8NZA54926	R	\$1,000.00
6	Fleet Vehicle	1	#766 1989 Dodge Dynasty 1B3BC4631KD551589	R	< \$1,000.00

Disposal Method Codes:

Condition Codes:

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

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

Requesting Department: Rec Center		Received By:
Requesting Person Name (Print): Kortnie Mills		Date Received:
Requesting Person Signature: 	Date Sep. 13, 2016	

**DISPOSAL OF DECOMMISSIONED NAMPA REC. CENTER
VEHICLES**

- Rec Center has recently decommissioned two (2) vehicles of different make and model.
- Rec Center Staff requests the following vehicles be declared surplus property:

Item	Serial Number	Estimated Value
1992 Ford Aerostar Van	1FMDA11U8NZA54926	\$1,000.00
1989 Dodge Dynasty Sedan	1B3BC4631KD551589	< \$1,000.00

- Rec Center and Fleet Services requests the Mayor and City Council approve the identified decommissioned vehicles 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.
- Rec Center 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
REGULAR COUNCIL
SEPTEMBER 19, 2016
STAFF REPORT BY PUBLIC WORKS DEPARTMENT
MICHAEL FUSS, P.E., PUBLIC WORKS DIRECTOR

Special City Council Meeting – Local Improvement Districts

A Special City Council meeting is scheduled for Thursday, September 22, from 9:00 a.m. to 11:00 a.m., in Nampa City Hall Council Chambers to discuss the future of the voluntary Local Improvement District (LID) funding program in Nampa. Staff has received a number of inquiries with respect to LIDs that are in need of direction:

- 1) *Should all costs be included in LID assessments?*
 - a. The voluntary LIDs have typically not included costs such as staff time, publishing, interim financing, etc. *Should this change?*
- 2) *Should individuals with poor or degraded sidewalks be forced to be involved in an LID, as opposed to being on a volunteer basis?*
 - a. Poor or degraded sidewalks have been treated on a complaint basis. Once a complaint is received, individuals are offered to volunteer in the LID, or turned to Code Enforcement for abatement. *Should sidewalks be proactively evaluated, or maintain the complaint basis approach?*
- 3) Developers have expressed a desire for LID financing for infrastructure investment.
 - a. *Should staff begin to evaluate a policy where development infrastructure is funded through LIDs?*
 - b. *Should development risk be bore more by the public for economic development incentive reasons?*
- 4) In the past the City has been unwilling to foreclose on LID debt for nonpayment.
 - a. Canyon County has notified the City that it is unwilling to demand payment on LIDs for Nampa. *Is the City willing to foreclose on LID debt?*
 - b. The historical sidewalk LIDs are small considering the amount of debt necessary to effectively solicit public bonds. *Is the City willing to take on larger projects to facilitate public bond debt?*
 - c. *Is the City willing to go to the extra expense to create an issuance of tax exempt bonds, and should this cost be bore by those being assessed?*
 - d. *Does Council wish to continue to fund LIDs with City funds, essentially taking the debt and non-payment risk on itself?*
- 5) *In general is it the City's desire to continue with the various LID programs and/or should the programs be expanded or contracted?*

The above and other questions will be explored at the Special City Council meeting on September 22. LID historical background information will also be presented. Staff looks forward to the discussion and direction from Council.

Public Hearing – Increase in Domestic Water Utility Rates

In follow-up to Council's direction at the September 7, 2016, Special City Council meeting, staff has scheduled a public hearing on Monday, October 3, for the proposed increase in domestic water utility rates. If Council chooses to approve rate increases following the public hearing, utility billing notifications can reach all Nampa customers by mid-December. Rate changes would be proposed for the first of the year 2017.

A PowerPoint presentation is being prepared for the public hearing. Please notify staff if there is specific information and/or questions Council or the public may want addressed and incorporated in the October 3 public hearing presentation.

Industrial Facility Expansion Benefits from Wastewater Capacity Loan

In the spring of 2016, Environmental Compliance Division staff informed Materne North America that wastewater discharge loadings were reaching permit capacity. Staff was informed the facility was developing a pretreatment work plan to identify wastewater capacity needs for current production and future expansion. Staff worked with Materne to utilize the Industrial Wastewater Incentive Policy to secure a wastewater capacity loan. The loan allowed Materne time to complete a pretreatment work plan. The time allowed Materne to evaluate its options and make facility improvements to lower its wastewater discharge loadings. On September 1, 2016, Materne's wastewater capacity loan expired with discharge in compliance and the wastewater permit capacity returned to previous limits.

Nampa Wastewater Facility Plan – Critical Success Factors

The Wastewater Program Management Team (WPMT) has begun working on the 2017 Facility Plan for the Nampa Wastewater Treatment Plant. This plan will define the investments at the facility for the next 30 years. Within this task the WPMT revisited the critical success factors (CSFs) that had been used in the past for guiding decision making related to the wastewater program. Drawing from information in the 2011 City of Nampa Strategic Plan, the WPMT has developed the following CSFs to guide the 2017 Facility Plan:

1. Provide a healthy, professional environment that empowers our employees to succeed.
2. Preserve our natural resources and environment to promote a caring community where people live, work, play, worship, and raise their families.
3. Anticipate future regulatory requirements by considering economic ramifications to environmental action.
4. Stimulate economic development by efficient utilization of resources and providing sufficient utility capacity.
5. Maintain affordable wastewater service for rate payers through long-term, fiscally sound decision making.

The planning decisions in the 2017 Facility Plan will need to weigh these five CSFs to develop solutions. For example; while providing dependable and affordable wastewater service is a priority, the other CSFs must also be met to make the plan sustainable for the City. Please contact Nate Runyan, P.E., Deputy Public Works Director, with any comments or concerns regarding this facility planning process. Council feedback is always appreciated.



MEMORANDUM

To: Mayor Henry and Nampa City Council
From: Darrin Johnson, Nampa Parks and Recreation Director
RE: Staff Communication Report - Tree Management
Date: September 19, 2016

As the population of the City of Nampa increases we also see an increase in the number of trees growing in our community. Nampa Parks and Recreation maintains over 400 acres of land and we currently maintain more than 5,000 trees.

The Department of Lands has recently allowed cities in Idaho to use their software program which is a web-based mapping, analysis and planning tool called Tree Plotter. The State of Idaho has an agreement with the software company and the arrangement allows Tree Plotter be used by the City of Nampa at zero cost. The benefit to the State Lands Department is the information serves their interest by getting data about trees statewide.

In March of 2016 the Nampa Parks and Recreation Department started using Tree Plotter and began the process of collecting data for all trees located on City property. An intern was hired from Northwest Nazarene University and he spent the summer collecting and inputting tree data. Data was collected on all trees located in the downtown area, City Parks, City Hall, Kohlerlawn Cemetery, the Idaho Center and other properties owned by the City. At this time, no data was collected for trees located in the right-of-way or at the City operated golf courses.

The Tree Plotter program displays data and statistics in an easy to use format. The data displays information such as tree species, imagery, new tree planting, pruning, tree health, safety issues, pesticide applications, and tree removal. This information can be entered using an Ipad for onsite data entry.

It is recognized that better processes and systems need to be established in the coming years to help manage the growing urban forest within our City. With this data we can have better information that will allow us to provide a more efficient maintenance approach. Having the data will help Nampa Parks and Recreation with the following:

- Improve pruning schedules and zones
- Track and analyze tree health issues and pesticide application schedules
- Identify and monitor safety concerns
- Measure staff needs and productivity

We are excited to have this tool to help care for our urban forest. Cody Swander, Nampa Parks Superintendent, will give a brief presentation during staff communication describing the program and data collected.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE RATES AND FEES CHARGED BY THE CITY OF NAMPA FOR WASTEWATER HOOKUP FEES.

WHEREAS, the City Council finds that it is appropriate to collect fees for wastewater hookup services provided by the City and that without such fees these services would be funded by property tax revenues; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to adjust certain rates and fees charged by the City of Nampa for wastewater and adjust those fees as needed; and

WHEREAS, the City Council finds that such adjustments, set forth in the attached exhibit, are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustments, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. Wastewater hookup fees shall apply to all new connections, and change of use for existing connections as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as set forth in full, effective November 15, 2016; and

Section 2. The City of Nampa, Canyon County, Idaho, does hereby implement the wastewater hookup fee changes as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective November 15, 2016.

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

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

Approved:

Mayor

Attest:

City Clerk

City of Nampa
Fee Change Request Form

Department Public Works - Wastewater Hookup Fees

Effective Date 11/15/2016

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change	Est Annual Dollar Incr
	No	Hookup Fee - Collection Fee - SE1: Waste Strength BOD mg/l (0000-0200)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE1: Waste Strength BOD mg/l (0000-0200)	\$852.00	\$469.00	-45%	
	No	Hookup Fee - Collection Fee - SE2: Waste Strength BOD mg/l (0200-0400)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE2: Waste Strength BOD mg/l (0200-0400)	\$1,652.00	\$1,079.00	-35%	
	No	Hookup Fee - Collection Fee - SE3: Waste Strength BOD mg/l (0400-0600)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE3: Waste Strength BOD mg/l (0400-0600)	\$2,118.00	\$1,517.00	-28%	
	No	Hookup Fee - Collection Fee - SE4: Waste Strength BOD mg/l (0600-0800)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE4: Waste Strength BOD mg/l (0600-0800)	\$2,585.00	\$1,954.00	-24%	
	No	Hookup Fee - Collection Fee - SE5: Waste Strength BOD mg/l (0800-1000)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE5: Waste Strength BOD mg/l (0800-1000)	\$3,848.00	\$2,779.00	-28%	
	No	Hookup Fee - Collection Fee - SE6: Waste Strength BOD mg/l (1000-1500)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE6: Waste Strength BOD mg/l (1000-1500)	\$4,664.00	\$3,545.00	-24%	
	No	Hookup Fee - Collection Fee - SE7: Waste Strength BOD mg/l (1500-2000)	\$1,236.00	\$1,522.00	23%	
	No	Hookup Fee - Treatment Fee - SE7: Waste Strength BOD mg/l (1500-2000)	\$5,829.00	\$4,639.00	-20%	
	No	Hookup Fee - Industrial - Flow (per mgd)	\$4,856,270.00	\$5,442,948.00	12%	
	No	Hookup Fee - Industrial - BOD (per lb / day)	\$383.00	\$416.00	9%	
	No	Hookup Fee - Industrial - TSS (per lb / day)	\$567.00	\$476.00	-16%	
	No	Hookup Fee - Industrial - TKN (per lb / day)	\$2,943.00	\$3,475.00	18%	
	No	Hookup Fee - Industrial - TP (per lb / day)	\$19,250.00	\$155.00	-99%	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

The rate increase is needed for operations, maintenance, and systematic replacement of wastewater infrastructure to provide continuous and reliable utility services.

Hookup fees shall apply to all new connections, and change of use for existing connections on or after November 15, 2016.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING A CHANGE IN THE RATE AND FEE CHARGED BY THE CITY OF NAMPA FOR AN IRRIGATION WATER HOOKUP FEE.

WHEREAS, the City Council finds that it is appropriate to collect a fee for irrigation water hookup service provided by the City and that without such fee this service would be funded by property tax revenues; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to adjust certain rates and fees charged by the City of Nampa for irrigation water and adjust those fees as needed; and

WHEREAS, the City Council finds that such an adjustment, set forth in the attached exhibit, is reasonably related to, but does not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustment, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. Irrigation water hookup fees shall apply to all new connections, and change of use for existing connections as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as set forth in full, effective November 15, 2016; and

Section 2. The City of Nampa, Canyon County, Idaho, does hereby implement the irrigation water hookup fee change as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective November 15, 2016.

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

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

Approved:

Mayor

Attest:

City Clerk

City of Nampa
Fee Change Request Form

Department Public Works - Water - Irrigation Hookup Fee

Effective Date 11/15/2016

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change	Est Annual Dollar Incr
	No	Hookup Fee - Irrigation (per SCE)	\$329.00	\$520.00	58%	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

The rate increase is needed for operations, maintenance, and systematic replacement of irrigation infrastructure to provide continuous and reliable utility services.

Hookup fees shall apply to all new connections, and change of use for existing connections on or after November 15, 2016.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE RATES AND FEES CHARGED BY THE CITY OF NAMPA FOR DOMESTIC WATER HOOKUP FEES.

WHEREAS, the City Council finds that it is appropriate to collect fees for domestic water hookup services provided by the City and that without such fees these services would be funded by property tax revenues; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to adjust certain rates and fees charged by the City of Nampa for domestic water and adjust those fees as needed; and

WHEREAS, the City Council finds that such adjustments, set forth in the attached exhibit, are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustments, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. Domestic water hookup fees shall apply to all new connections, and change of use for existing connections as described in EXHIBIT A and EXHIBIT B, attached hereto and, by this reference, incorporated herein as set forth in full, effective November 15, 2016, and October 1, 2017, respectively; and

Section 2. The City of Nampa, Canyon County, Idaho, does hereby implement the domestic water hookup fee changes as described in EXHIBIT A and EXHIBIT B, attached hereto and, by this reference, incorporated herein as if set forth in full, effective November 15, 2016, and October 1, 2017, respectively.

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

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

Approved:

Mayor

Attest:

City Clerk

City of Nampa
Fee Change Request Form

Department Public Works - Water - Domestic Hookup Fees

Effective Date 11/15/2016

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change	Est Annual Dollar Incr
	No	Hookup Fee - Domestic Water Base (per EDU)	\$752.00	\$1,510.50	101%	
	Yes	Hookup Fee - Domestic Water Fire Flow (per EFU)	\$0.00	\$330.00	NA	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

The rate increase is needed for operations, maintenance, and systematic replacement of water supply and infrastructure to provide continuous and reliable utility services.

Hookup fees shall apply to all new connections, and change of use for existing connections on or after November 15, 2016.

City of Nampa
Fee Change Request Form

Department Public Works - Water - Domestic Hookup Fees

Effective Date 10/01/2017

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change	Est Annual Dollar Incr
	No	Hookup Fee - Domestic Water Base (per EDU)	\$1,510.50	\$2,599.00	72%	
	No	Hookup Fee - Domestic Water Fire Flow (per EFU)	\$330.00	\$330.00	0%	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

The rate increase is needed for operations, maintenance, and systematic replacement of water supply and infrastructure to provide continuous and reliable utility services.

Hookup fees shall apply to all new connections, and change of use for existing connections on or after October 1, 2017.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, IMPLEMENTING CHANGES IN THE RATES AND FEES CHARGED BY THE CITY OF NAMPA FOR DOMESTIC WATER HOOKUP FEES.

WHEREAS, the City Council finds that it is appropriate to collect fees for domestic water hookup services provided by the City and that without such fees these services would be funded by property tax revenues; and

WHEREAS, the City Council has the authority to set fees for services and adjust those fees as needed; and

WHEREAS, the City Council deems it necessary, reasonable, and in the best interest of the City, to adjust certain rates and fees charged by the City of Nampa for domestic water and adjust those fees as needed; and

WHEREAS, the City Council finds that such adjustments, set forth in the attached exhibit, are reasonably related to, but do not exceed, the actual cost of the service being rendered; and

WHEREAS, the City Council finds that the public hearing conducted on the matter of such fee adjustments, set forth in attached exhibit, was conducted pursuant to proper notice and the requirements of Idaho law.

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

Section 1. Domestic water hookup fees shall apply to all new connections, and change of use for existing connections as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as set forth in full, effective November 15, 2016; and

Section 2. The City of Nampa, Canyon County, Idaho, does hereby implement the domestic water hookup fee changes as described in EXHIBIT A, attached hereto and, by this reference, incorporated herein as if set forth in full, effective November 15, 2016.

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

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

Approved:

Mayor

Attest:

City Clerk

City of Nampa
Fee Change Request Form

Department Public Works - Water - Domestic Hookup Fees

Effective Date 11/15/2016

Trans Code	New Fee?	Description	Current Revenue	Proposed Revenue	Percent Change	Est Annual Dollar Incr
	No	Hookup Fee - Domestic Water Base (per EDU)	\$752.00	\$2,599.00	246%	
	Yes	Hookup Fee - Domestic Water Fire Flow (per EFU)	\$0.00	\$330.00	NA	

Comments on Competitiveness of New Rate

Reasons why Fee Change is Needed and What New Funding will be Used for

The rate increase is needed for operations, maintenance, and systematic replacement of water supply and infrastructure to provide continuous and reliable utility services.

Hookup fees shall apply to all new connections and change of use for existing connections on or after November 15, 2016.

DOCUMENT NOT RECEIVED BY DEADLINE

DOCUMENT NOT RECEIVED BY DEADLINE

ENCROACHMENT AGREEMENT
RED HAWK RIDGE SUBDIVISIONS 2
M3 Development Company

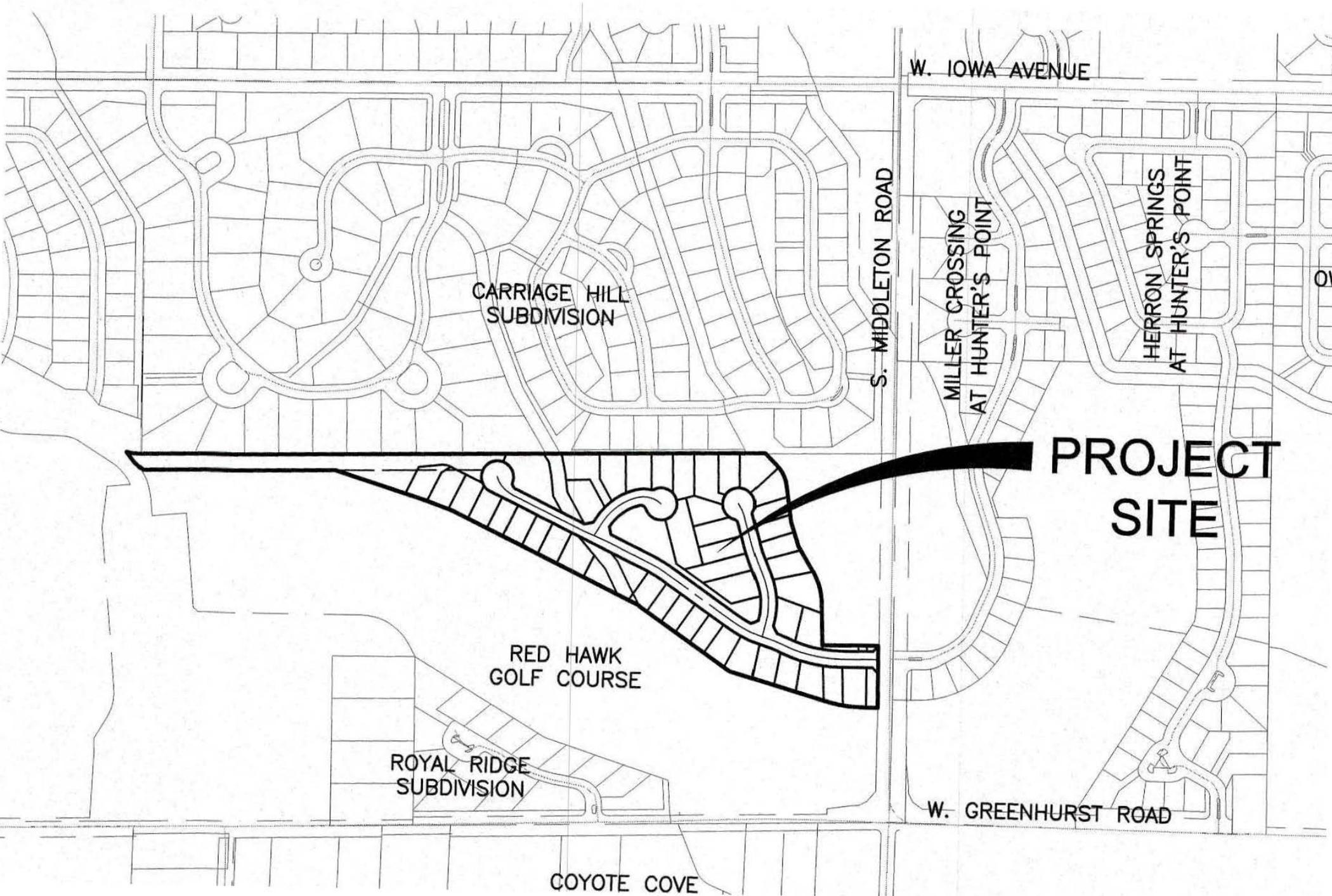
- M3 Development Company has requested they be allowed to place permanent trellis sign monuments over public sidewalks (see Exhibit A) within the public right of way and within the 10 foot general utilities and irrigation easement along West Red Drive (see Exhibit B)
- The general utility easement is typically used by Idaho Power, Intermountain Gas, Century Link, and Cable One. These utilities do not appear to be in conflict with the proposed sign locations
- The proposed sign locations are not within the vision triangle and will not obstruct vision for traffic turning onto Middleton Road from West Red Hawk Drive
- Engineering does not oppose granting the requested encroachment agreement

REQUEST: Authorize the Mayor to sign the Encroachment Agreement (Exhibit C) with M3 Development Company

Exhibit A



Exhibit B



ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into this 6 day of September, 2016, by and between the **CITY OF NAMPA**, a municipal corporation, hereinafter referred to as the "City", and **M3 DEVELOPMENT PARTNERS, LLC, or Assigns** hereinafter collectively referred to as "Second Party".

WITNESSETH:

WHEREAS, the City has need of an easement through the following described real property located at Red Hawk Ridge Subdivision 2, Book ___, Page ___, **Nampa, Idaho, Canyon County**,

WHEREAS, Second Party desires an encroachment agreement for the placement of brick and wood trellis structures over sidewalks, hereinafter referred to as the "improvement," on Second Party's above described property, which improvement would encroach upon the City's public easement.

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

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

2. Upon notification from the City that the encroached area must be utilized by the City for maintenance or construction of utilities, the Second Party agrees that Second Party will, within 30-days of such notification, remove the encroachment from the City's easement at Second Party's expense. In the event the Second Party fails, within such 30-day period to remove the encroachment, the City may cause said encroachment to be removed and the expense of such removal will be borne by the Second Party, who agrees to pay the same. Restoration of the improvement following such maintenance or construction, if practical, shall be the responsibility of Second Party.

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

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

5. In consideration for allowing Second Party to encroach upon its easement at no charge, Second Party does hereby indemnify and hold the City and its personnel, employees and agents harmless from any and all liability, loss, claim, demand or action, costs or attorneys fees,

by any person and/or entity, or any assigns of any claims, arising from the encroachment upon and use of this easement by Second Party or any persons going onto the easement, whether invitees of Second Party or otherwise.

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

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

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

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

CITY OF NAMPA - APPROVED BY:

AUTHORIZED SIGNATOR:

Robert L Henry, Mayor



M3 Development Partners LLC
Property Owner(s)

ATTEST:

Deborah Bishop, City Clerk

9-6-16

Date

BID AWARD
WESTERN REGIONAL LIFT STATION
PARALLEL FORCE MAIN

- The Western Regional (see Exhibit A) is the largest lift station (LS) in the City in terms of number of pumps, total capacity, total horsepower and force main diameter (18-inch). The LS currently pumps into a single force main which is projected to reach full capacity by 2040. In addition, no viable pump-around solutions are available for most of the alignment during a failure.
- This project is the first phase in a multi-phase project to install a parallel force main from the Western Regional LS to the waste water treatment plant. After the leak last winter, the remaining phases of the parallel force main were included and approved in the FY17 budget.
- The City solicited formal bids for the project in accordance with I.C. § 67-2805(3) and four (4) contractors responded with the following bids:

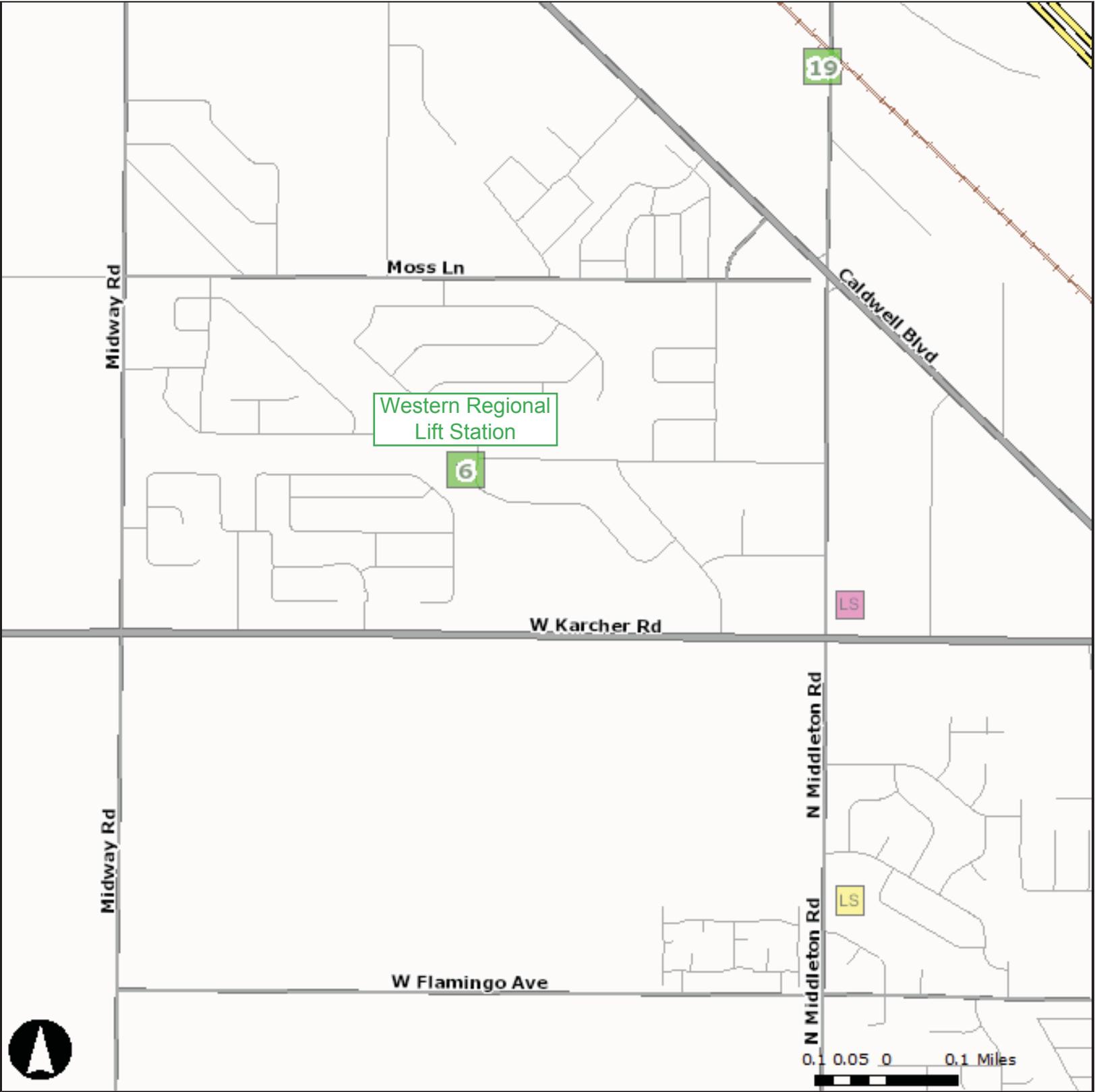
1) Anderson & Wood Construction Co., Inc.	\$275,123.74
2) Dahle Construction, LLC	\$195,565.50
3) Knife River Corporation - Northwest	\$199,993.00
4) Titan Technologies, Inc.	\$310,282.00

- The Western Regional LS project has an approved FY16 Wastewater budget of \$700,000.

Engineering	\$ 78,540
<i>Observation Estimate (10%)</i>	\$ 19,557
Construction Bid	\$ 195,566
Total	\$ 293,662

- T-O Engineers have provided a recommendation to award and the Engineering Division recommends awarding the bid to Dahle Construction, LLC

REQUEST: Authorize the Mayor and Public Works Director to sign a contract with Dahle Construction, LLC to construct the Western Regional LS Parallel Force Main project.



**PROFESSIONAL SERVICES AGREEMENT AMENDMENT
WESTERN REGIONAL LIFT STATION
PARALLEL FORCE MAIN**

- The Western Regional is the largest lift station (LS) in the City in terms of number of pumps, total capacity, total horsepower and force main diameter (18-inch). The LS currently pumps into a single force main which is projected to reach full capacity by 2040. In addition, no viable pump-around solutions are available for most of the alignment during a failure. The project will allow for economic growth of the City of Nampa.
- The project will install a parallel force main (24-inch) from Old Karcher Road to the waste water treatment plant (see Exhibit A). The additional force main will provide near term redundancy and long term capacity. When the area around the LS is fully developed, both force mains will be needed to handle the inflows.
- T-O Engineers (T-O) designed phase one of the project and has been retained to complete the remainder of the project. Initially the project was to be designed and constructed over a five year period starting in FY16. A leak in the existing force main has necessitated the remainder of the project be completed in FY17.
- The Western Regional LS project has a proposed FY17 Wastewater budget of \$2,500,000.
- Bid savings of \$300,000 from the FY16 project budget of \$700,000 will be used to fund the design of FY17 project. Coordination with the Union Pacific Railroad (UPRR) was identified as the critical task during the project charter process. In order to design and construction the project by the end of FY17, permitting with UPRR should begin immediately.

Engineering	\$ 248,498
<i>Observation Estimate (6%)</i>	<i>\$ 124,980</i>
<i>Construction Estimate</i>	<i>\$ 2,083,000</i>
<i>UPRR License Agreement Est.</i>	<i>\$ 175,000</i>
Total	\$ 2,631,478

- T-O Engineers has provided an initial Scope of Work and Labor Estimate to provide design, bidding assistance and construction support services for \$248,498.00 (see Exhibit B).

REQUEST: Authorize Mayor and Public Works Director to sign Task Order Amendment with T-O Engineers to provide design and construction support services for the Western Regional LS Parallel Force Main project in the amount of \$248,498.00 (T&M N.T.E.)

Exhibit A



Scope of Work

Date: August 30, 2016

Task Order Number: 01816016

Project Number: 06-1551

Project Name: West Regional Lift Station Parallel Force Main - Phase II

Consultant Company Address: T-O Engineers, 332 Broadmore Way, Nampa, Idaho 83687

Consultant Project Manager/Contact Information: Rich Wiebe, PE; Kasey Ketterling, PE; 442-6300

Contract Amount: \$248,498 (T/M NTE)

Duration: September 20, 2016 – September 30, 2017

Project Description and Assumptions:

Project Understanding:

The City desires to increase the capacity of and provide redundancy for the West Regional Lift Station force main system. Planning documents indicate that the existing force main system will be deficient in the near future and the City wishes to add redundancy to the system. This project was originally slated to be designed and constructed in five phases. The first phase is currently in progress. The City of Nampa has requested that T-O complete the remainder of the project for construction in FY '17.

This phase will include design of the additional force main, work within the UPRR right-of-way, connection to the wastewater treatment plant, testing and analysis of the capacity of the lift station and force mains, and an O&M manual.

This phase will consist of approximately 6,700 lineal feet of 24-inch pipeline from the southeast corner of the intersection of Karcher Road and Caldwell Boulevard to the WWTP. The assumed route is from the Karcher Road and Caldwell Boulevard connection the route runs east along Karcher Road until it reaches the railroad tracks. It then runs southeast along the south side of the railroad tracks until it crosses and enters the Wastewater Treatment Plant. It will include appurtenances such as clean-outs and air-vac facilities as needed.

Project specifics include:

- Project coordination with the railroad, DEQ, and the City of Nampa; as well as utilities such as the irrigation company, Idaho Power, Intermountain Gas, telecommunications, etc.
- Survey of existing utilities, topography and alignment features
- Subsurface exploration
- Force main, lift station and connection to WWTP analysis
- Preparation of construction plans

Scope of Work
West Regional Lift Station Parallel Force Main – Phase II

- Bid package preparation
- Project bidding and contractor selection
- Construction assistance and record drawings
- Testing and capacity analysis of the completed facilities
- O&M Manual

This scope of work assumes the following general assumptions based on discussions with City staff and other available information.

General Assumptions:

- a. City of Nampa will supply GIS information for topography, right of way and City utilities.
- b. Minor, if any, utility relocations will be necessary. The majority of utilities will be retained and protected. Utilities will be contacted and accommodated, as necessary.
- c. The alignment will parallel the existing force main alignment and will be allowed to be constructed in the railroad ROW. This will likely require a new or revised license agreement with the railroad.
- d. No new easements will be required

This is a supplemental to the original Task Order No. 01816016.

Scope of Work Services:

The tasks outlined in the Scope of Work (SOW) will include four (4) main categories- project management; design services; bid administration and support; and construction assistance.

1. PROJECT MANAGEMENT

- 1.1. Kick Off Meeting – CONSULTANT will prepare an agenda and conduct meeting with CITY staff to discuss project approach, schedule, available information, etc. CONSULTANT will record meeting minutes and transmit to CITY once necessary follow-up information has been gathered/provided.
- 1.2. Utility Research and Meetings – CONSULTANT will prepare agenda and conduct meetings with appropriate City utility divisions to gather record drawings, field knowledge and historical data available. CONSULTANT will record minutes and incorporate research into design. CONSULTANT will coordinate with Digline and Public Utility Companies to receive maps of utilities in the area to show on plans. Private Utility Companies and City Utilities will be provided plans (preliminary and final) for review and comment. Potholing is anticipated to be necessary to accomplish crossing of existing utilities, and an estimate amount has been included in the budget. This work for this phase was not included in the Phase I scope.
- 1.3. Council Meetings –CONSULTANT will with prepare Nampa City Council exhibits (one per meeting), attend council meeting(s) to answer questions, etc. Assume two (2) council meetings. CITY is anticipated to complete minor presentations to Council, with CONSULTANT assisting, as needed, with project specifics.
- 1.4. City Meetings – CONSULTANT will schedule monthly progress meeting (estimate 12) with CITY, prepare agenda and record minutes. Monthly progress meeting(s) can be incorporated into PROJECT milestone meeting. Upon request, a short monthly presentation may be provided to City staff, including summary update, plans and coordination status, and budget update.
- 1.5. Budget and Tracking – CONSULTANT to provide monthly progress report(s), detailing expenditures per task to date, percent of budget spent and percent complete. Provide schedule updates, progress report(s) and revisions. Monthly progress report(s) will be submitted with monthly invoice(s).
- 1.6. Public Construction Coordination – CONSULTANT will assist City with addressing concerns of the public as needed. This item includes coordination with adjacent property owners and/or business regarding the project and access concerns. Assumes coordination with up to ten (10) businesses and includes minor follow-up.
- 1.7. Agency Permitting and Coordination – CONSULTANT shall coordinate with the Idaho Department of Environmental Quality for review of the plans as necessary. No irrigation district or Bureau of Reclamation permitting or coordination is anticipated.

- 1.8. Railroad Permitting and Coordination – CONSULTANT will coordinate with the railroad. Early and on-going coordination is anticipated for completion of the permitting phase. This scope assumes that UPRR will allow open cutting of the trench within railroad right of way, and no boring will be required, with exception of the railroad crossings. Stringent safety measures and construction practices should be anticipated, along with possible requirements of UPRR staff on-site during all construction within the rail right-of-way. Permitting is anticipated to go through Omaha, with local Nampa oversight during construction.

2. DESIGN SERVICES

2.1. Survey Services

- 2.1.1. Topographic Survey – Survey marked underground utilities (T-O to call Digline for marking and mapping), above ground utilities, and topography within the expected work boundary. Set benchmarks for survey control will be placed for use during construction. Assumes no traffic control will be necessary.
- 2.1.2. Base Mapping – Create a Base Map with survey information and utility maps. City to provide all utility and other GIS information for this area. Assumes no traffic control will be necessary and no boundary survey or legal descriptions.
- 2.1.3. Easements – No additional easements are anticipated.
- 2.1.4. Railroad Survey Coordination – Permits, training, and onsite coordination during surveying within the railroad right-of-way.

2.2. Preliminary Design Services

Prepare a preliminary routing analysis that summarizes design criteria, operational considerations, expected route and route limitations. This effort will be necessary early in the permitting process to provide information for permitting.

- 2.2.1. Route Limitations – Determine route limitations that will guide route development.
- 2.2.2. Expected Route Development – Established initial route for use in permitting.
- 2.2.3. Wastewater Treatment Plant Connection Routing and Coordination – Coordinate with the WWTP staff regarding routing the force main on WWTP property to the discharge location. Investigate utilization of existing infrastructure to minimize congestion in the headworks area.
- 2.2.4. Subsurface Investigation – Test pits or bore holes to gather information about the subsurface characteristics near the railroad bore and other key locations if necessary.

2.3. Design

- 2.3.1. Force Main Design – Design one 24” force main from an existing connection point at the southeast corner of Caldwell Boulevard and Karcher Road and routed along Karcher Road to the railroad ROW, and then along the railroad ROW to the WWTP headworks. Design will include air-vac stations, cleanout stations, flow monitoring station, thrust blocks, and surface repair.
- 2.3.2. Specifications and Contract Documents – CONSULTANT will prepare technical specifications and contract documents. CITY will provide template document(s) in Microsoft (MS) Word format.
- 2.3.3. Internal QA Review – Internal QA review prior to Final Design Review and prior to Final Construction Plans
- 2.3.4. Electrical Design – Design electrical components of the flow monitoring station with connection to the WWTP and integration with the plant SCADA system.

2.4. Other Design Activities

- 2.4.1. Traffic Control Plans – Traffic control will be required along Karcher Road.
- 2.4.2. SWPP Plans - A SWPP is anticipated as disturbance will be over 1 acre in size. T-O Engineers will complete a Stormwater Pollution Prevention (SWPP) Plan, including Erosion and Sediment Control plan sheets within the plan set
- 2.4.3. Engineers Construction Cost Estimate – Compile a list of bid items, estimate unit costs, and calculate total estimated cost of construction. This is meant as a budgeting tool; actual Contractor’s bids may vary from estimated cost.
- 2.4.4. Project Schedule - Prepare an estimated schedule of construction activities to determine the approximate amount of time to specify in the contract documents. This item will include phasing and restriction dates (if applicable) for rail construction.
- 2.4.5. Final Design Review – CONSULTANT will submit plans to City for review. Within 10 business days, City will provide review comments and schedule review meeting.
- 2.4.6. Revise and Resubmit Plans – After receiving City comments on plans and bid set, CONSULTANT will revise and resubmit for final City approval.
- 2.4.7. Lift Station and Parallel Force Main Analysis – This item includes benchmarking lift station capacity under various pump and force main scenarios.
- 2.4.8. O& M Manual – Provide operational guidance in the O&M manual based field information and analysis. Include force main operation and maintenance as well as lift

station operation in conjunction with the force main. Provide recommended maintenance schedule for lift station impellers and force mains.

3. BID ADMINISTRATION AND SUPPORT

- 3.1. Bid Documents –CONSULTANT will prepare 20 sets of bid documents and plans to be distributed by the CITY during the bid process.
- 3.2. Pre-Bid Meeting - CONSULTANT will prepare agenda and conduct meeting with CITY staff and interested parties to discuss project, answer questions, etc. CONSULTANT will record meeting minutes and transmit to CITY.
- 3.3. Bid Administration – CONSULTANT will review bid comments, prepare addendum, and advise CITY on bid inquiries. Assume one (1) addendum will be issued.
- 3.4. Bid Opening – CONSULTANT will prepare bid summary, assist CITY in reviewing bids and make recommendation for award. CONSULTANT will prepare Notice of Award.

4. CONSTRUCTION ASSISTANCE

- 4.1. Pre-Construction Meeting – CONSULTANT will attend the pre-construction meeting and assist with questions.
- 4.2. Construction Assistance – CONSULTANT will assist the City as requested during construction. Assistance may include assisting with RFI's and periodic site visits. No construction observation is included.
- 4.3. Record Drawings – City will provide CONSULTANT with record information to be incorporated into the record drawings including as-built survey information. CONSULTANT shall incorporate record information and provide record drawings as follows: one (1) CD with plans in PDF and AutoCAD format, one (1) Mylar copy, three (3) print copies.

Project Schedule

The following schedule assumes timely cooperation from UPRR and ITD to obtain access for survey, approval of designs, and license to locate the proposed facilities within their right of way. Schedule may need to be adjusted based upon actual review and approval timelines for UPRR, ITD, and City.

- | | |
|------------------------------------|---|
| 1. Signed Contract: | September 20, 2016 |
| 2. Kick-Off Meeting: | September 22, 2016 |
| 3. Field Meeting with City and RR: | October 17, 2016 (UPRR coordination req.) |
| 4. Preliminary Routing: | November 29, 2016 (5 wks after field meeting, UPRR submittal) |
| 5. Draft Review Meeting: | March 1, 2017 (12 wks after Preliminary Routing, UPRR submittal) |
| 6. Agency approval & agreements: | April 15, 2017 (UPRR, ITD, & City) |
| 7. Bid Advertisement: | May 3, 2017 (9 Weeks after Draft Review Meeting) |
| 8. Construction: | Assume June 14 – Sept 29, 2017 |

Cost of Services

Services will be on a time and materials not-to-exceed (NTE) basis.

Attached is the labor estimate and cost summary.

Attach all supporting information including: a labor estimate outlining who will be working on each sub-task and their hourly rate. Include total cost for each sub-task, main task, sub consultant SOW/fees and PROJECT.

Task Order Review Checklist



Project: West Regional Lift Station Parallel Force Main – Phase II

Date: August 23, 2016

SOW should contain the following information:

- | | | |
|---|---|-----------------------------|
| 1) Name of Project | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2) Name of Firm | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3) Contact Name and Number | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4) Current Date | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 5) Page Numbers | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 6) Outline of task(s) to be provided | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| a) PM, Design, Bid, Construction | | |
| 7) Project Schedule | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| a) Milestone Dates and Cost Estimates at PM (Preliminary Design Portion), Design, Bid, Construction | | |
| 8) Cost of Service | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| a) (fee for services to be noted "Time and Material Not to Exceed") | | |
| 9) Any Key Understandings to be noted | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 10) Cover letter with the correct contact information | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Project Budget

**City of Nampa
West Regional Lift Station Parallel Force Main – Phase II
August 30, 2016**

Task No.	Description of Work	Total work-hours	Project Manager	Project Engineer	Engineer Intern	QA Engineer	Survey Manager	Surveyor	Clerical	Direct Expenses	Category Totals
1 Project Management											\$ 46,812
1.1	Kick Off Meeting	16	2	4	8				2		
1.2	Utility Research and Meetings	26	2	8	12	2			2		
	Excavation Contractor (estimated)									\$ 5,000	
1.3	Council Meetings	30	4	6	16	2			2		
1.4	City Meetings	74	6	16	40	4			8		
1.5	Budget and Tracking	48	32						16		
1.6	Public Construction Coordination	56	8	12	36						
1.7	Agency Permitting and Coordination	52	8	16	24				4		
1.8	Railroad Permitting and Coordination	100	16	12	60	8			4		
2 Design Services											\$165,378
2.1 Survey Services											
2.1.1	Topographic Survey	110		2	4		24	80			
	GPS									\$ 4,400	
2.1.2	Base Mapping	50	2	4	40		2	2			
2.1.3	Easements	0									
2.1.4	Railroad Survey Coordination	22	2		4		8	8			
2.2 Preliminary Design Services											
2.2.1	Route Limitations	16	2	4	8	2					
2.2.2	Expected Route Development	26	2	6	16	2					
2.2.3	WWTP Connection Routing and Coordination	27	3	8	16						
2.2.4	Subsurface Investigation	29	2	4	16	1	2	4			
	Subsurface Subconsultant/Contractor	0								\$ 15,000	
2.3 Design											
2.3.1	Force Main Design	416	40	120	240	16					
2.3.2	Specifications and Contract Documents	107	4	25	70	8					
2.3.3	Internal QA Review	66	2	4	20	40					
2.3.4	Electrical Design	10	2	4	4						
	Electrical Subconsultant	0								\$ 2,838	
2.4 Other Design Activities											
2.4.1	Traffic Control	28	2	8	16	2					
2.4.2	SWPP Plans	52	4	8	40						
2.4.3	Cost Estimate	32	4	8	16	4					
2.4.4	Project Schedule	44	4	12	24	4					
2.4.5	Final Design Review	16	2	4	8	2					
2.4.6	Revise & Resubmit Plans	120	16	32	64	8					
2.4.7	LS and FM Analysis	74	6	22	44	2					
2.4.8	O&M Manual	94	16	30	40	8					
3 Bid Administration and Support											\$ 17,368
3.1	Bid Documents	42	4	6	16	8			8		
	Copies, Postage, Misc.									\$ 3,000	
3.2	Pre-Bid Meeting	28	4	6	16	1			1		
3.3	Bid Administration	46	6	16	24						
3.4	Bid Opening	18	2	5	10	1					
4 Construction Assistance											\$ 18,940
4.1	Pre-Construction Meeting	16	2	4	10						
4.2	Construction Assistance	88	8	32	32	8		8			
4.3	Record Drawings	68	4	16	30	2		16			
	Total Estimated Hours	2047	223	464	1024	135	36	118	47	\$ 30,238	\$248,498

A. Summary of Estimated Labor Costs (2014 Rate Table)

Personnel	Man-hours	Rate	Extension
Project Manager (Ketterling)	223	\$ 138.00	\$ 30,774.00
Project Engineer (Wiebe)	464	\$ 150.00	\$ 69,600.00
Engineer Intern (Howell)	1024	\$ 80.00	\$ 81,920.00
QA Engineer (Colwell)	135	\$ 148.00	\$ 19,980.00
Survey Manager (Sorensen)	36	\$ 110.00	\$ 3,960.00
Surveyor (Stone)	118	\$ 82.00	\$ 9,676.00
Clerical (Potter)	47	\$ 50.00	\$ 2,350.00
Total Estimated Labor Costs	2047		\$ 218,260.00

B. Direct Expenses

GPS Unit	80 hours @	\$ 55.00 =	\$ 4,400.00
Subsurface Subconsultant/Contractor			\$ 15,000.00
Excavation Contractor (estimated)			\$ 5,000.00
Electrical Subconsultant			\$ 2,838.00
Production Copies, Postage, Misc.			\$ 3,000.00
Total Estimated Direct Expenses			\$ 30,238.00

Total	\$ 248,498.00		
--------------	----------------------	--	--

Time and Material, Not to Exceed

SUPPLEMENTAL ENGINEERING AGREEMENT NO. 1

PHASE 1 ENVIRONMENTAL FOR THE PURCHASE OF LAND IN THE RUNWAY 11 RUNWAY PROTECTION ZONE (RPZ)

A.I.P. 3-16-0043-027

J-U-B Project No. 10-16-030
City of Nampa, Idaho

THIS SUPPLEMENTAL ENGINEERING AGREEMENT is made as of the ___th day of August, 2016, by and between the City of Nampa, 411 3rd Street South, Nampa, Idaho 83651, hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 250 So. Beechwood Avenue, Boise, Idaho 83709, hereinafter referred to as J-U-B. These additional services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this project made on the 14th day of March, 2016, by and between the CLIENT and J-U-B. All other TERMS AND CONDITIONS of said agreement remain in full force and effect.

WHEREAS, the CLIENT and J-U-B desire to supplement the Agreement to accommodate a reduction of work scope of the project, as follows:

- Reduced Consultant Services include elimination of Project Tasks. Topo and Boundary Surveys, SubConsultant Services Phase 1 Site Assessment and Cultural Resource Survey were eliminated from the Project. See attached Exhibit A and B.
- Reason for the Amendment- The Owner of the property being evaluated refused access by Consultant and City personnel to occupy the property. As a result, certain tasks could not be completed in the original Scope of Work.

All provisions of the original Agreement for Engineering Services remain in effect except as expressly modified by this Supplement.

Modify the following to Article 1.01 BASIC SERVICES as follows:

See attached Exhibit A – Revised Scope of Services

Modify the following to Article 1.02 SCHEDULE OF SERVICES TO BE PERFORMED as follows:

Planning Services: No change in completion date

Revise Subsection 3.01A as follows:

Planning Phase. The CLIENT shall compensate J-U-B for Section 1.01 on the basis of a Lump Sum amount of Forty-Six Thousand Six Hundred Seventeen Dollars and Thirty-Nine Cents (\$46,617.39). See attached Exhibit B.

IN WITNESS WHEREOF, the CLIENT and the J-U-B hereto have made and executed this Supplemental Agreement as of the day and year first above written.

CLIENT: City of Nampa, Idaho

J-U-B: **J-U-B ENGINEERS, Inc.**



Name: Robert Henry

Name: Chuck A. Larson, P.E

Title: Mayor

Title: Chairman

Attachment 1
Exhibit A – Planning Phase Services

Scope of Work for Planning Document
for Phase 1 Environmental for the Purchase of Land in the Runway 11 Runway Protection
Zone (RPZ)
Nampa Municipal Airport
Prepared October 30, 2015 and Revised December, 2015

This Scope of Services is for the completion of a planning document to evaluate the land acquisition of a parcel connected to the Runway Protection Zone (RPZ) for Runway 11 at the Nampa Municipal Airport. The subject parcel encompasses approximately 7 acres and is located immediately southwest of the intersection of Garrity Boulevard and N. Kings Road in Nampa, Idaho. The subject parcel is defined as Canyon County Parcel No. R14285549AO.

This scope of work includes the preparation of a planning level document that will include a preliminary evaluation of existing site conditions, a Runway Protection Zone (RPZ) alternative analysis, a preliminary title report and real estate market analysis for the subject parcel.

This scope of work includes a Phase I Environmental Site Assessment to confirm whether or not there are suspected contaminants on the property. Any required Phase II work, based on the findings of the Phase I site assessment, is outside the scope of this work plan and will be negotiated under a separate contract.

Task 1 – Project Management

Perform coordination with project team, the owner, the FAA and other applicable agencies. This Scope of Services assumes participation in a project kickoff meeting and coordination with FAA staff for their review and approval of the planning document.

Prepare monthly invoices for work completed during the period invoiced. Provide a summary of the work completed during the invoice period. J-U-B will prepare Request for Reimbursement (RFR) paperwork for the FAA and Quarterly Reports as needed and as required by the FAA.

Task 2 – Resource Evaluation

Conduct a preliminary environmental resource evaluation for the subject parcel. This evaluation will describe the existing known conditions of the project area. ~~A Phase I Site Assessment will be performed to determine whether there are suspected contaminants on the property.~~ This scope assumes that no wetland delineation will be performed and that any required Phase II work is outside of this scope of work.

Task 3 – Cultural Resource Survey

J-U-B will coordinate with a cultural subconsultant to perform a cultural resource survey. ~~The subconsultant will prepare a draft cultural resource report for the Airport and the subject parcel.~~ J-U-B will review the draft report and coordinate with the FAA regarding coordination with the Idaho State Historic Preservation Office.

Task 4 – Obtain Preliminary Title Report

Obtain a Preliminary, non-insured Title Report or Lot Book Report. The Consultant will pay for any fees required to obtain the Report. The purpose of the report is to document ownership, vesting and detail regarding anything recorded against the property. At a minimum the report will include the following items:

- Legal Description of the property including property interest in common areas, exclusive or non-exclusive easements.
- Outstanding property tax information.
- Mortgage Liens.
- Easements recorded against the property.

Task 5 – Topographic and Boundary Survey

~~Perform a topographic and boundary survey or existing condition survey. Survey will determine boundary lines, location of the main building including improvements, location of ancillary buildings, power poles, the identification of easements or encroachments including access rights by service companies such as water, gas, telephone, railways and other utilities.~~

Task 6 – RPZ Alternative Analysis

Perform an RPZ Alternative Analysis per the requirements of the FAA Regional Office (RO) and Helena Airport District Office (ADO). Coordinate with the FAA in completing the “Runway Protection Zone-Alternative Analysis” to document, arbitrate (as required) and receive approval for the relocation of the Kings Road/Garrity Road intersection within the Runway 11 RPZ. The relocation is a modified land use within the RPZ and therefore requires completion of this document for approval. The alternative analysis will identify and document a full range of alternatives for the intersection in an effort to minimize the impact of land use in the RPZ. Documentation of these alternatives will include:

- A description of each alternative including a narrative discussion and exhibits depicting the alternative.
- Full cost estimate associated with each alternative.
- A practicability assessment based on the feasibility of the alternative in terms of cost, constructability and other factors.
- Identification of the preferred alternative that would meet the project purpose and need while minimizing risk associated with the location within the RPZ.
- Identification of all Federal, State and local transportation agencies involved or interested in the issue.
- Analysis of the specific portion(s) and percentages of the RPZ affected, drawing a clear distinction between the RPZ Central Portion versus the Controlled Activity Area, and delineating the distance from the runway end and runway landing threshold.
- Analysis of sponsor control of the land within the RPZ.

Task 7 – Environmental Review of RPZ Alternative Analysis

Perform a preliminary environmental review of the RPZ alternative analysis report. J-U-B staff will use the information obtained during the biological assessment, the cultural resource survey and the Phase 1 Environmental Site Assessment to identify critical environmental resources that may exist within and

adjacent to the project area. A report will be generated to summarize known environmental resources and potential impacts associated with the alternatives evaluated in the RPZ analysis. This task does not include a full environmental evaluation meeting the requirements of FAA Order 1050.1f. This scope assumes that an environmental evaluation will be required prior to the land acquisition and that the environmental evaluation is outside of this scope of work.

Task 8 – Real Estate Market Analysis

Perform a real estate market analysis of the property. The analysis will be used to determine the amount of acres that will need to be purchased and the cost of the acreage that will be needed. To determine the size and cost of the property the following tasks will need to be performed:

- Determine the jurisdiction of the property (i.e. is it within the City limits of Nampa or is it in Canyon County).
- Determine the current and future zoning of the property.
- Based on the jurisdiction of the property and associated annexation possibilities determine if the property can be split and what the minimum property size requirements might be.
- Determine from the City of Nampa engineering Department the requirements or chance for providing access to possible segmented portions.
- Based on findings utilize comparables to determine a real estate market cost estimate for the property.
- Perform a discussion and analysis for anticipated future land uses required as a result of alterations of existing land uses within Runway 11 RPZ. Provide a brief description of the existing Runway 11 land use controls including in-place zoning.

Task 9 – Public Involvement

J-U-B will provide a Public Involvement Specialist to perform the following services concerning the land purchase:

- Coordinate with and meet with the property owner to explain how the FAA land procurement process works. Specialist may assist in a determination of property owner's attitude toward the sale based on the process.
- Coordinate with the land owner prior to Consultants or City officials entering the property.
- Coordinate with City officials including Airport Manager, City of Nampa Public Works Director, and Airport Advisory Board.
- Coordinate with the City Council of Nampa by appearing in two City Council meetings as needed.
- Coordinate one public meeting discussing changes within the RPZ including the relocation of road intersections and associated resulting structure and /or business relocations.

RESOLUTION FOR 1.2% RATE INCREASE FOR AIRPORT HANGARS

- Rental rates are adjusted annually and are based on the Consumer Price Index
- The last rate increase was October 1, 2015
- On September 12, 2016, the Airport Commission voted to recommend increasing hangar rates by 1.2%
- The proposed rate increase would be effective October 1, 2016

REQUEST: The Nampa Airport Commission requests the following:

- 1) Authorize Mayor to sign Resolution (see Attachment A) implementing a rate increase of 1.2% to existing hangar fees for fiscal year 2017.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO IMPLEMENTING AN INCREASE TO HANGAR FEES AT THE NAMPA MUNICIPAL AIRPORT AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, §9-13-4 of the Nampa City Code provides that fees relative to the use of aircraft tie-downs, shade hangars and hangars at the Nampa Municipal Airport be promulgated by the Airport Commission and approved by the City Council; and

WHEREAS the Airport Commission has proposed no increase to aircraft tie-down, hangar 0450, hangar 0550, and hangar 0550 end space fees; and

WHEREAS, the Council of the City of Nampa, Idaho deems it necessary, desirable, and in the best interests of the City of Nampa to approve the proposed increase for hangar fees; and

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

Section 1. The City of Nampa, Canyon County, Idaho does hereby implement the proposed increase for hangar fees at the Nampa Municipal Airport as described on Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full, effective October 1, 2016.

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

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

Approved:

By _____
Mayor

Attest:

By _____
City Clerk

EXHIBIT A

Description	FY 2016 Monthly Rates	Percentage Increase	PROPOSED FY 2017 Monthly Rates
Tie-Downs	\$20.00	No Increase	\$20.00
Hangar 0450	\$125.00	No Increase	\$125.00
Hangar 0550	\$182.00	No Increase	\$182.00
Hangar 0550 End Spaces	\$91.00	No Increase	\$91.00
Shade Hangars	\$87.00	1.2% CPI increase	\$88.00
Square Hangars	\$124.00	1.2% CPI increase	\$125.00
Hangars	\$173.00	1.2% CPI increase	\$175.00
End Spaces	\$68.00	1.2% CPI increase	\$69.00
Twin Hangars	\$224.00	1.2% CPI increase	\$227.00
Twin End Spaces	\$78.00	1.2% CPI increase	\$79.00
Hangar T-1, T-6	\$191.00	1.2% CPI increase	\$193.00
Hangar 0540: Units 5,6,7,8,13,14,15	\$95.00	1.2% CPI increase	\$96.00
Hangar 0540: Units 3,4,9,11,12	\$106.00	1.2% CPI increase	\$107.00
Hangar 0540: Units 2,10	\$116.00	1.2% CPI increase	\$117.00

Note: Rates are rounded to the nearest dollar. Rate changes effective October 1, 2016.

RESOLUTION FOR 1.2% RATE INCREASE FOR AIRPORT LAND LEASES

- Rental rates are adjusted annually, as identified in current Airport land leases, and are based on the Consumer Price Index
- The last rate increase was October 1, 2015
- On September 12, 2016, the Airport Commission voted to recommend increasing land lease rates by 1.2%
- The proposed rate increase would be effective October 1, 2016
- Example of 1.2% increase in lease rate
 - 50' x 30' hangar FY16 \$381.00
 FY17 \$386.00
 Increase of \$5.00/year
 - 50' x 60' hangar FY16 \$762.00
 FY17 \$771.00
 Increase of \$9.00/year
 - 60' x 60' hangar FY16 \$914.00
 FY17 \$925.00
 Increase of \$11.00/year

REQUEST: The Nampa Airport Commission requests the following:

- 1) Authorize Mayor to sign Resolution (see Attachment A) implementing a rate increase of 1.2% to existing land lease rates for fiscal year 2017

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO, AUTHORIZING A FEE INCREASE FOR LAND LEASES FOR THE NAMPA MUNICIPAL AIRPORT EFFECTIVE OCTOBER 1, 2016.

WHEREAS, Section 9-13-4, Aircraft Tie-Down Regulations; Fees of the Nampa City Code provides for the establishment of land lease fees by recommendation of the airport commission and approval of the City Council; and

WHEREAS, the airport commission has recommended the updated fee schedule for land leases set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Nampa that the Airport land lease fees shall be assessed as outlined in the following fee schedule. The effective date of this fee schedule will be October 1, 2016.

LAND LEASES	Approved FY 2016 Annual Rate	Percentage Increase	Proposed FY 2017 Annual Rate
Electrical Only	\$0.179 per square foot	1.2% CPI increase	\$0.181 per square foot
All Utilities Available Pre Oct 2012	\$0.210 per square foot	1.2% CPI increase	\$0.213 per square foot
All Utilities Available	\$0.254 per square foot	1.2% CPI increase	\$0.257 per square foot
Non-Aviation (Kings Rd)	\$0.228 per square foot	1.2% CPI increase	\$0.231 per square foot
Non-Aviation (Happy Valley)	\$0.311 per square foot	1.2% CPI increase	\$0.315 per square foot

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

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

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

Authorize One Year Term Airport Café Lease Agreement at Nampa Municipal Airport

- On June 30, 2016, the previous café business, TNT Dynamite Grill, vacated the Nampa Municipal Airport
- Advertisement in the local newspaper began in June 2016 for a new café operator
- In August 2016 Airport staff received a proposal from Mr. Nathan Lindskoog to operate his business, Treasure Valley Road Runners, LLC abn: The Tower Grill, at the Airport
 - Nampa Airport Commissioners met on August 8, 2016, and reviewed the café proposal
 - Airport staff was given direction to negotiate a new café lease agreement with Mr. Lindskoog (Lessee)
- A new lease was successfully negotiated between the City and Lessee
 - The lease is for five, one year terms
 - The monthly lease amount for the first four months is \$1,300.00
 - The monthly lease amount for the next eight months is \$1,600.00
- The café lease includes the expense for professional services for daily restroom cleaning at the terminal. The cost for this monthly service is \$600.00
- Mr. Lindskoog offered to clean the Airport restrooms on a daily basis
- The lease will credit Mr. Lindskoog \$600.00 each month for terminal restroom cleaning
- Therefore, monthly net lease payments would be \$700.00 for the first four months and \$1,000.00 per month thereafter
- On September 12, 2016, the Nampa Airport Commission moved to recommend City Council authorize the Mayor to sign the one year term Airport Café Lease Agreement for café services (see Attachment 1) with Lessee

REQUEST: Authorize Mayor to sign one year term Airport Café Lease Agreement with Treasure Valley Road Runners, LLC abn: The Tower Grill (Nathan Lindskoog) for café services at Nampa Municipal Airport.

AIRPORT CAFE LEASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, ____, by and between THE CITY OF NAMPA, IDAHO, a municipal corporation, hereinafter referred to as the “Lessor,” and **Treasure Valley Road Runners, LLC** abn: **The Tower Grill (Nathan Lindskoog)** hereinafter referred to as the “Lessee.”

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned on the part and behalf of the said Lessee to be paid, kept and performed, does by these presents grant, demise and lease unto the said Lessee, and the said Lessee does by these presents hire, rent and take from the said Lessor, that certain business premises known as the **airport cafe** located at City of Nampa Municipal Airport (the “premises”) on the following described real property, to wit:

Please see Exhibit A attached hereto.

TO HAVE AND TO HOLD said premises, together with the appurtenances, privileges, rights and easements thereto belonging, unto the said Lessee for the term of **one (1) year**, the initial term of this Agreement, said term to commence effective **September 1, 2016**, and to terminate on **August 31, 2017**, unless earlier terminated under the provisions of this Agreement, for the rental and upon the terms and conditions as follows:

1. RENTAL; LESSEE IMPROVEMENTS; CREDITS; ADJUSTMENTS:
In consideration of the rights and privileges granted by this Agreement, Lessee agrees to pay to Lessor the amounts specified in Exhibit C (Payment Schedule), attached hereto, during the initial term of this Agreement. These amounts may be adjusted by mutual agreement, in writing, pursuant to any improvements to the Premises provided by Lessor.

During the initial term of this Agreement, lessee covenants and agrees to pay monthly rent for the premises due on the 1st of each month unless otherwise agreed upon in writing by Lessor.

Lessee is eligible for a one-time credit toward rental payments due of up to \$2,000 for construction of a new counter-top, wall, and moveable window in the kitchen located on the premises. The design of any such construction must be pre-approved by the Airport Superintendent *prior* to commencement of construction, and, Lessee must provide Lessor with receipts evidencing Lessee’s costs in order to be eligible for said credit.

As set forth more fully in Exhibit C, referenced above, the total monthly rental fee for the Premises during the initial term of September 2016 through December 2016 of this Agreement shall be **\$1,300.00**. The monthly rental fee for the Premises during the remaining term of January 2017 through September 2017 of this Agreement shall be **\$1,600.00**. Said rental fee may be adjusted annually by the Lessor at the end of the initial term and at the end of each one-year renewal term. Adjustments to the rental fee shall not be made more frequently than once each year.

Lessor shall be responsible to ensure that the restrooms on the Premises are maintained and cleaned daily, the estimated cost of which is approximately \$600.00 per month. Provided, however, so long as Lessee performs the services necessary to adequately maintain said restrooms in an acceptable manner, as determined by the Lessor and in Lessor's sole discretion, Lessor agrees to provide a monthly credit toward the rental payments due from Lessee equal to said \$600.00, unless otherwise agreed upon in writing by both the Lessor and Lessee. For example, should Lessee perform said services, the Café Lease Rent Payment due each month from September 2016 through December 2016 would be \$700 per month, while the Café Lease Rent Payment due each month from January 2017 through September 2017 would be \$1,000 per month.

Adjustments to that portion of the total rent which represents the building rent shall not be in an amount greater than the average change in the Consumer Price Index for like sized communities (CPI-U) per year(s) since the previous adjustment; adjustments to that portion of the total rent which represents the equipment rent shall be by straight line depreciation.

Rental payments not paid within ten (10) days of the agreed date shall be considered past due and, therefore, delinquent and shall be subject to a 1.5 percent per month late fee which shall be paid in addition to the rental payment then due and owing.

All payments due Lessor from Lessee shall be remitted to:

City of Nampa - Airport Payments
401 3rd Street South
Nampa, ID 83651

2. **FIRST RIGHT OF RENEWAL:** Provided this Agreement shall be in full force and effect and that the Lessee shall not be in default hereunder, the Lessor grants Lessee the exclusive option to renew this Agreement for **four (4), separate, consecutive, additional one (1)-year terms** commencing with the expiration of the initial term of this Agreement. Should Lessee desire to exercise this renewal option at the expiration of the 1-year renewal term, Lessee shall notify Lessor in writing **no later than June 1** prior to the expiration of any 1-year term under this Agreement. In the event Lessee fails to notify Lessor in the time and in the manner specified, the option to renew shall expire and be null and void. Any option to renew must be agreed to by both Lessor and Lessee.

In the event Lessee does not exercise an option to renew as herein provided, then Lessor shall have the right, during the last ninety (90) days of the current term of the lease, to place signs upon said leased premises indicating the same are available for lease and Lessor shall have the right during said 90 days to show said leased premises to prospective lessees.

3. **USE OF PREMISES:** Lessee covenants and agrees that the leased premises shall be used by Lessee as an airport cafe, for special meeting events serving dinner, and for catering, and shall not be used for any other purpose or purposes without the prior written consent of Lessor.

Licenses; Certificates; Inspections; Reports. Lessee shall provide Lessor with a copy of its Food Safety License upon the execution of this Agreement and annually thereafter. Lessee shall provide Lessor with copies of all inspections for which Lessee is responsible showing satisfactory completion. Lessee is required to pass the annual Health Department inspection and Lessee shall provide Lessor with a copy of the Health Department Permit - License within ten (10) days of issuance. Lessee shall immediately notify Lessor of all Health Department inspections (except annual inspection) and provide a copy of the inspection report within ten (10) days of receipt. Lessee shall provide Lessor with monthly reports of customer counts by the 10th of each month.

Beer and Wine License. Lessor has no objection to Lessee applying for and receiving a license issued by the City of Nampa for the sale of beer and wine and Lessee agrees to provide Lessor with a copy of any such license issued to Lessee and all renewals thereof.

4. **MINIMUM HOURS OF OPERATION:** Lessee agrees to be open for business a minimum of three hundred sixty five (365) days per year with the exception of closures for Tuesday each week, Easter, Independence Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Years Day. Lessee agrees to be open for business a minimum of **forty (40) hours per week** (with the exception of holiday weeks as indicated above), and as advertised. Lessee agrees to notify the Airport Superintendent seven (7) calendar days in advance of any change to operating hours.

5. **OPERATIONS AFTER HOURS:** Lessee is responsible for common areas and building security during hours the FBO (Fixed Base Operator) is closed. This responsibility includes making sure the building is clear of customers before locking up. Lessee is responsible for knowing when customers arrive downstairs during these hours. This plan must be acceptable and approved by Lessor.

6. **DOWNSTAIRS DINING AREA:** Since the leased premises does not have an elevator, and in order to comply with ADA requirements, Lessee will be responsible, at Lessee's own cost and expense, to provide staff as needed, during Lessee's business hours, to the dining tables at a downstairs location chosen by Lessor.

Lessee shall keep clean the downstairs dining area used by Lessee's customers and the common area surrounding the dining area. FBO (Fixed Base Operator) shall clean up

any messes in the downstairs dining area and the common area surrounding it, except for the bathrooms, caused by persons other than Lessee's customers.

7. **MAINTENANCE:** Lessee agrees to maintain the demised property and improvements in as good condition as the same are in at the time Lessee shall take possession of the demised premises, reasonable wear, tear and damage by the elements excepted, subject to the specific duties imposed upon the respective parties hereto by this Lease with regard to the maintenance of certain portions of the demised premises, and, at the termination of this Lease in any manner, Lessee shall surrender said premises to Lessor in such condition.

Lessee will maintain the equipment listed on Exhibit B attached hereto at Lessee's own cost and expense. Lessee shall keep all equipment in good operating order at all times.

Lessor agrees to provide a quarterly inspection of all equipment. Lessor shall coordinate with Lessee the timing of grease trap cleaning every six (6) months. Lessee shall reimburse Lessor for costs of these services as provided for in Exhibit C attached hereto.

Exterior. Lessor agrees to maintain and keep the roof, exterior walls and foundation in a good state of repair at Lessor's cost and expense, except as to damage occasioned by Lessee's use and occupancy of said premises, including damage by Lessee's customers, employees or those persons going on the leased premises for the purposes of doing business with Lessee. **Provided, however, that Lessor shall not be obligated to make any such repairs until written notice has been given by Lessee to Lessor,** and Lessor shall not be liable for any damage to Lessee's personal property due to damage to the building, unless Lessor has failed to make the necessary repairs within a reasonable time after written notice of said damage and the need of repairs has been given to Lessor.

Non-Smoking. Lessee agrees to keep all entrances and a 15-foot area surrounding each entrance a "non-smoking area." Lessor will provide a designated smoking area for the terminal building.

Landscaping. Lessor shall maintain the landscaping located around the leased premises.

Interior. Lessor agrees to maintain the interior of the building, including repairs of electrical fixtures and inside plumbing apparatus, and maintenance and repair of the heating and any air conditioning units in a good state of repair at Lessor's cost and expense, except as to damage occasioned by Lessee's use and occupancy of said premises, including damage by Lessee's customers, employees or those persons going on the leased premises for the purposes of doing business with Lessee. **Provided, however, that Lessor shall not be obligated to make any such repairs until written notice has been given by Lessee to Lessor,** and Lessor shall not be liable for any damage to Lessee's personal property due to

any such damage unless Lessor has failed to make the necessary repairs within a reasonable time after written notice of said damage and the need of repairs has been given to Lessor.

Lessee agrees to keep and maintain the plumbing and sewer drains in good condition and repair and in a clean, attractive and sanitary condition. Lessee agrees to maintain the interior of the leased premises, and to do all interior decorating and painting at Lessee's own cost and expense after first receiving Lessor's written consent therefor.

Window Shades. Lessee shall have the option of either removing the current window shades now in the premises and providing their own, or using the window shades that are now in the premises; in either event, all window shades will remain on the premises when this lease expires or is terminated.

Windows. Lessee agrees to maintain and clean the inside windows. Lessor shall use Lessor's best efforts to maintain and clean the outside windows at least quarterly; provided, however, that if Lessor is unable to do so during a particular quarter, then the parties agree that Lessee may use Lessor's equipment to clean the windows. Lessee does hereby indemnify and hold Lessor harmless from any and all liability arising from Lessee's use of Lessor's window-cleaning equipment.

Deck. Lessee agrees to maintain the 570 square foot deck and the stairwells. Lessee agrees that any repairs due to customer use are Lessee's responsibility. Lessee agrees that any furnishings on the deck are Lessee's responsibility. Lessee agrees to keep the deck a "non-smoking area."

Janitorial. Lessee shall be responsible to clean and maintain the leased premises, including the inside stairwell; and for daily cleaning of the downstairs men's and women's restrooms as described in Exhibit D. Lessor may place signs on the backs of these restroom doors with Lessee's name and contact information so that Lessee can be reached in the event that these restrooms need spot cleaning.

Lessee agrees to provide all cleaning supplies and labor necessary to complete the cleaning services described in Exhibit D. The downstairs tenant (Avcenter, Inc.) will provide the wastebasket liners, soap, and paper products.

Lessee shall keep clean the downstairs dining area used by Lessee's customers and the common area surrounding the dining area. FBO (Fixed Base Operation) shall clean up any messes in the downstairs dining area and the common area surrounding it, except for the bathrooms, caused by persons other than Lessee's customers.

8. ALTERATIONS AND IMPROVEMENTS: Upon receiving the prior written consent of Lessor, Lessee shall have the right to make improvements to the interior of said leased premises or alterations to said leased premises by adding temporary partitions and the installing of trade fixtures, provided that the installation and construction thereof will not damage the superstructure of the leased premises. Lessee shall have the right to remove the

same with the expiration of this Lease, provided that Lessee is not in default of any of the terms and conditions herein, and provided further that any damage which might be occasioned by the removal thereof will be repaired at Lessee's expense. Lessee shall pay for any building or other permits that may be required for any such approved alterations or improvements.

9. **SIGNS, FIXTURES AND EQUIPMENT:** Lessee shall have the right to place a sign, approved as to size and location by Lessor, upon the premises advertising Lessee's business. All additional signs must meet City of Nampa Sign Ordinance and be approved in writing by the Airport Commission prior to installation. Upon termination of this Lease, Lessee shall have the right to remove said sign from the premises so long as Lessee repairs any damage to the structure occasioned by such removal at Lessee's own cost. The parties further acknowledge that Lessee will be installing equipment and fixtures in the premises for use in Lessee's business, and Lessee shall have the right to remove said equipment and fixtures upon termination of this lease, but Lessee shall repair any damage done to the premises by reason of the removal of such fixtures and equipment.

10. **COMPLIANCE WITH LAW:** Lessee agrees to comply with all municipal, state and federal laws, rules, regulations and ordinances and to do all things necessary to stay in compliance with the same. Lessee agrees to keep all restaurant operating licenses and permits current.

11. **GLASS:** Lessee agrees to replace all broken or damaged glass upon said leased premises; provided that said glass as used as replacement must be of the same quality as that which was broken or damaged.

12. **UTILITIES:** Lessee shall promptly pay for all gas and power for the premises and shall pay for all trash pickup, water, sewer services, and other utilities, including telephone and internet service, used in or about said premises at Lessee's own cost and expense which are not already calculated as part of the monthly rent hereunder. The parties shall share a dumpster for trash and garbage to be collected twice a week and will pay for their own collection. In addition, Lessor is not currently being charged for water and sewer services and there is no cost currently included in the monthly rental amount for those services. Lessee agrees that in the event Lessor begins to be charged for water and sewer services, that Lessee will equally divide the cost of water and sewer services with Lessor.

13. **TAXES AND ASSESSMENTS:** Lessee shall pay any personal property taxes and assessments of any kind levied against Lessee's personal property located upon the above described premises, promptly as the same become due.

14. **ASSIGNMENT OR SUBLEASING:** Lessee shall not assign this Lease nor sublet to any other lessee the said leased premises or any portion thereof.

15. **AUTOMATIC CANCELLATION:** It is understood and agreed that voluntary or involuntary filing of bankruptcy, or assignment for the benefit of creditors, or

any other act of insolvency by or on behalf of the Lessee shall automatically cancel this Lease, and Lessor shall be entitled to immediate possession of the leased premises.

16. **DAMAGE OR DESTRUCTION:** If the demised premises shall be damaged by fire, the elements, explosions or other causes not directly as a result of Lessee's negligence, Lessor will, at Lessor's own proper cost and expense, and at Lessor's sole option, cause the same to be repaired and restored to the same condition as before such damage was done, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Lessor's control. If the demised premises shall be so damaged as to be unfit in whole or in part for occupancy or use in the manner and form as theretofore used, Lessor shall cause the same to be promptly restored, repaired and rebuilt and the rents hereby reserved, or a fair and just portion thereof according to the nature and extent of the damage sustained, will be suspended and cease to be payable until said premises shall be restored to the same condition as before such damage was done; provided, however, and in the alternative, Lessor shall have the sole and absolute right to elect to terminate this Lease as of the date of such damage or destruction by written notice to Lessee, and Lessor shall thereafter be under no obligation to restore, repair or rebuild said buildings or premises, and Lessee shall be under no obligation to pay any rental from and after the date of such damage or destruction.

17. **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.

18. **LABOR CONTRACTS AND EMPLOYEES:** The parties 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.

19. **RIGHT OF INSPECTION:** Lessor shall have the right to enter the demised premises at any reasonable time to examine the same and to determine the state of repair or alterations which shall or may be necessary for the safety and preservation of the premises.

20. **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.

21. **LIABILITY:** Lessor shall not be liable for any injury or damage which may be sustained by any customer, person or property of the Lessee, or any other person or persons resulting from the condition of the leased premises or any part thereof, or from any other source or cause whatsoever related to Lessee's business, and Lessee agrees to indemnify and hold harmless Lessor from such liability. Lessee does hereby indemnify and

hold Lessor harmless from any and all liability arising from Lessee's use of Lessor's window-cleaning equipment.

22. **LIABILITY INSURANCE:** Lessee shall maintain a comprehensive liability insurance policy covering the above-demised premises during the term of this Lease with a responsible insurance company, all at the sole cost and expense of Lessee, in the names and for the benefit of Lessee in the sum of \$1,000,000.00 single-limit coverage. Lessee shall furnish Lessor with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Lease. Lessor shall be named as an additional insured on said policy.

23. **FIRE AND EXTENDED COVERAGE INSURANCE:** Lessor may maintain fire or casualty insurance, or such other insurance, on the leased building and Lessor's equipment located on the leased premises as Lessor desires and Lessee shall be under no duty or obligation to maintain any such insurance on such property or equipment of Lessor.

Lessee may maintain fire or casualty insurance, or such other insurance, on the contents and personal property located on the leased premises owned by Lessee as Lessee desires, and Lessor shall be under no duty or obligation to maintain any insurance on such personal property and contents owned by Lessee.

24. **CONDEMNATION:** If the entire premises, or a substantial part thereof, are condemned or taken by purchase in lieu thereof, then this Lease shall terminate as of the time possession is taken. Any condemnation award shall be divided between the parties hereto in accordance with and in proportion to their respective Lessor and Lessee interests.

25. **SURRENDER OF POSSESSION:** Lessee agrees to surrender possession of said leased premises to Lessor at the expiration of this Agreement, or any extension thereof, in the same condition as when the same were entered into by Lessee, wear and tear, reasonable use and occupancy and damage by the elements excepted.

26. **EXCLUSIVE RIGHTS.** Lessor will permit no exclusive right for the use of the airport by any person or lessee providing, or intending to provide, aeronautical and/or restaurant services to the public. For purposes of this paragraph, the providing of the services by Lessee shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one FBO (Fixed Base Operation) to provide such services, and
- b. If allowing more than one Fixed-Based Operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single Fixed-Based Operator and Lessor.

27. DEFAULT AND FORFEITURE:

a) In the event there is a default by the Lessee in the performance of any of the covenants and agreements herein contained, and in the event the said default results in potential liabilities to the Lessor or is waste and/or damage to leased property, the Lessor may expend such funds as are reasonably necessary to insure the performance of the defaulting event or waste and/or damage in order to protect itself against liability or to protect its property value, and shall charge the same against the Lessee. The Lessee shall reimburse the Lessor, in addition to any other sums that it is required to pay under the terms of this Lease, and within ten (10) days of receiving notification of such charge by certified mail, all sums expended by the Lessor together with interest at the rate of 12% per annum on such funds expended by Lessor.

b) A delinquency charge of 1.5 percent per month shall be added to rental payments required by paragraph 1 which are more than ten (10) days delinquent.

c) Time and the strict and faithful performance of each and every one of the conditions of this Agreement is expressly made the essence of this Agreement. If default is made by the Lessee in payment of any part of Lessee's rent when the same shall become due, or if default be made by the Lessee in keeping, performing or observing any of the covenants and agreements herein contained, and such default shall remain so for a period of ten (10) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at the Lessor's election, either in law or equity seek specific performance of this Agreement or may declare said term and Lease forfeited and ended and re-enter said demised Premises to repossess and enjoy the same as in their first estate, and the effect of such default shall in itself, at the election of Lessor, without further notice or demand constitute a forfeiture and termination of this Lease. If the Lessee shall fail to surrender possession of the demised Premises to Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said Premises. If Lessee shall abandon or vacate said Premises, or if this lease be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said Premises from Lessee, including reasonable legal expenses and attorney's fees, and to pay such other expenses as the Lessor may incur in putting the Premises in good order and condition as herein provided, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in re-leasing the Premises. In the event of notification of default by Lessor to Lessee and Lessee does in fact incur such default, then and in that event Lessee shall pay, in addition to all arrearage existing under the notice of default, the reasonable attorney's fees incurred by Lessor in sending notice of default.

28. HAZARDOUS SUBSTANCES:

Lessor. Lessor represents and warrants that there has been no release of hazardous substances on the property as defined by applicable Federal or State laws and regulations and holds Lessee harmless from any violation alleged to have occurred prior to Lessee's taking possession of the property. This covenant shall survive the closing of this transaction.

Lessee. Lessee represents and warrants that the premises will never be used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substances as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC § 9601 et seq.

("CERCLA") Superfund Amendments and Reauthorization Act ("SARA"), applicable state laws or regulations adopted pursuant to either of the foregoing. 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.

29. **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.

In case suit shall be brought for an unlawful detainer of the said premises for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed, Lessee shall pay to Lessor all costs, expenses and attorney's fees which shall be incurred by Lessor in enforcing the covenants and agreements of this Lease Agreement.

30. **TERMINATION:** Either party can terminate this Agreement at any time for no cause after giving the other party ninety (90) days written notice of its intent to terminate. If this Agreement is terminated by Lessee, then Lessor shall have the right, upon receiving Lessee's notice of intention to terminate, to place signs upon the leased premises indicating the same are available for lease and Lessor shall have the right during said time to show said leased premises to prospective lessees.

31. **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 the following address:

Lessor: Airport Superintendent
City of Nampa Municipal Airport
116 Municipal Drive
Nampa, ID 83687

Lessee: Treasure Valley Road Runners, LLC
Nathan Lindskoog
2098 West Shy Creek Place
Nampa, ID 83686

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.**

32. **REPRESENTATIONS:** It is understood and agreed by and between the parties hereto that there are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character excepting those set forth in this agreement.

33. **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 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; (3) that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

34. **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.

35. **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, and the recording of said Lease by Lessee shall, at the option of Lessor, constitute a default in the terms and conditions hereof.

36. **SITUS:** This Lease is established and accepted by the Lessee under the laws of the State of Idaho, and all questions concerning its validity, construction and administration shall be determined under such laws.

37. **HEADINGS:** The bolded paragraph headings are for convenience only and are not a part of this Lease agreement and shall not be used in interpreting or construing this Lease agreement.

38. **SEVERABILITY:** If any portion or portions of this Lease shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

IN WITNESS WHEREOF, the Lessor and Lessee do execute this Lease Agreement the day and year first above written.

LESSOR:

THE CITY OF NAMPA, IDAHO

By: _____
Robert L. Henry, Mayor

Attest: _____
City Clerk

By: _____
Montgomery Hasl, Airport Superintendent

LESSEE:

TREASURE VALLEY ROAD RUNNERS, LLC

abn: THE TOWER GRILL

By: _____
Nathan Lindskoog, Managing Member

PERSONAL GUARANTY

The undersigned hereby personally guarantees the performance of **TREASURE VALLEY ROAD RUNNERS, LLC abn: THE TOWER GRILL** under this Lease and does hereby agree to be personally bound by all terms of this Agreement and conditions incumbent upon the Lessee hereunder.

Nathan Lindskoog, Managing Member

Notarizations

State of Idaho)
 : ss
County of Canyon)

On this _____ day of _____ in the year of **2016**, before me, the undersigned, a Notary Public in and for said State, personally appeared **Nathan Lindskoog**, 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)

By

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

EXHIBIT A
Business Premises

Restaurant and Seating Inside: 1,064 square feet

Downstairs Dining Area: 162 square feet of shared common area

Deck: 570 square feet

Equipment, Fixtures, and Inventory: That certain equipment, fixtures and inventory set forth on an Exhibit B List which Lessor shall provide. All equipment, fixtures and inventory not identified on Exhibit B shall be recognized as property of the Lessee (located in the café or deck area).

Equipment Located in Downstairs Common Area: Intercom equipment and three (3) square tables are the property of Lessor. All other equipment, fixtures, and inventory in this area are property of the Lessor.

EXHIBIT B
Equipment, Fixtures, and Inventory List

As of August 15, 2016

Equipment

- (1) Stainless Steel Table (for Charbroiler/Grill)
- (1) Charbroiler/Grill, Undercounter, Gas, Rankin-Delux Model BG-1512-C
- (1) Range, 24" Restaurant, Gas, Wolf Range Model No. CHR-4-18
- (1) Fryer, Frialator 45
- (1) CaptiveAirve Hood System, Part No. 12868
- (2) Heat Lamp, Rod Type, Halco Model No. GRA-36
- (1) Oven, Microwave, Amana Commercial, 1000 Watt
- (2) Food Warmer, Countertop, Electric, Wells Model No. SW-10
- (1) Refrigerator, Reach-In, True Food Service Model No. T-49
- (1) Freezer, Reach-In, True Food Service Model No. T-49F
- (1) Refrigerator, Undercounter, Beverage Air Model No. UCR34
- (1) Dishmachine, American Dish Ser. Model No. EF3, with (2) racks included
- (1) Ice Maker with Bin, Cube-Style, Hoshizaki 24" Model No. HDZ-KM101BAH
- (1) Sink, Three-Compartment, Advance Tabco Model No. T9-3-54-18R-X
- (1) Drop-In Sink, Advance Tabco Model No. DI-1-5-1X
- (1) Work Table, Advance Tabco Model AG-244
- (1) Mop Sink 24"W x 24"D x 10"H
- (1) Rheem 80 gal Water Heater HT-82V80-2RS
- (45) 33.5" Kelly Blue Metal Side Chairs
- (8) 30" Yellow Metal Bar Stools
- (12) 36" x 36" tables

Fixtures

- (12) Light Fixtures plus (3) in the stairwell
- (1) Fire Suppression System Model KP 375, 3.75 gal. Wet Chemical
- (10) Fire sprinkler heads plus (3) sprinkler heads in the stairwell
- (1) Electric fan in stairwell
- (1) Fire Extinguisher, Model 10RB-3H 1995, No. MD 271466, 10lbs.
- (1) Fire Extinguisher, Model WG-100, Wet Chemical, 6 Liters
- (5) Windows 34 1/2" x 64 1/2" with Low E / tempered glass
- (6) Windows 34 1/2" x 64 1/2" with Low E / tempered glass (skylight style)
- (2) Windows 23"W x 64 1/2"H with Low E / tempered glass (skylight style)
- (1) Counter/cabinet 48 1/4"W x 25 1/2"D x 36"H with (1) shelf and (3) doors
- (1) Counter/cabinet 48 3/4"W x 25 1/2"D x 36"H with (1) shelf and (3) doors
- (1) Countertop 62 1/2"W x 12"D
- (1) Counter/cabinet 52"W x 26 1/2"D x 36"H with (1) shelf and (2) doors
- (1) Counter/shelving 91"W x 24 3/4"D x 36"H with (2) shelves
- (1) Counter/shelving 62"W x 38 1/2"D x 36"H with (2) shelves
- (1) Counter/shelving 90"W x 35 3/4"D x 36"H with (3) shelves
- (1) Counter/shelving 163"W x 25 1/2"D x 31 1/2"H with (6) shelves
- (2) Emergency Exit Signs
- (2) Emergency Lighting Units
- (1) Thermostat, Honeywell, Programmable 7 day

EXHIBIT C
Payment Schedule

TERMINAL RENTAL		Rate	Annual	Monthly
Private Areas / Shared Areas				
1,064 sq.ft.	Inside Kitchen and Seating Area		4,431.00	369.25
570 sq.ft.	Outside Deck Area	N/C	-	-
162 sq.ft.	Downstairs Dining Area	N/C	-	-
BUILDING RENTAL			\$ 4,431.00	\$ 369.25
		*Fees shall be adjusted annually in an amount no greater than the average change in the Consumer Price Index for like sized communities (CPI-U) since the previous adjustment.		
EQUIPMENT				
Equipment Required for Café Operation - Rental				
	Kitchen Equipment		5,369.00	447.42
Maintenance of Equipment				
	Grease Trap Cleaning	100%	600.00	50.00
	Hood Cleaning	100%	600.00	50.00
Preventative Maintenance Agreement				
	Refrigeration Equipment--Quarterly	100%	500.00	41.67
	Gas Equipment--Quarterly	100%	500.00	41.67
EQUIPMENT			\$ 7,569.00	\$ 630.75
BUILDING UTILITIES				
		*All utilities are paid directly to vendor by Lessee.		
RESTROOM SERVICE				
	Restroom cleaning fee		7,200.00	\$ 600.00
	Restroom cleaning credit		(7,200.00)	\$ (600.00)
RESTROOM SERVICE			\$ -	\$ -
			\$ 12,000.00	\$ 1,000.00
MONTHLY RENTAL PAYMENT SCHEDULE				
RENT - September 2016 - December 2016			\$ 4,000	\$ 1,000.00
INITIAL RENTAL ADJUSTMENT			\$ (1,200.00)	\$ (300.00)
TOTAL* - September 2016 - December 2016			\$ 2,800.00	\$ 700.00
RENT - January 2017 - August 2017			\$ 8,000	\$ 1,000.00
TOTAL* - January 2017 - August 2017			\$ 8,000.00	\$ 1,000.00
TOTAL RENT (Rounded)			\$ 10,800	\$ 10,800
		* Totals rounded to nearest dollar		

EXHIBIT D
RESTROOM CLEANING SERVICES

Description of Service/s to be Performed	1 Time per Day	1 Time per Week	As Needed	Other/ Explain
Sweep, Mop and Disinfect Floors	x		x	
Clean & Disinfect Restroom Mirrors	x		x	
Clean & Disinfect Restroom Toilet Stools, Seats & Urinals	x		x	
Clean & Disinfect Restroom Hand Basins, Sinks & Counters	x		x	
Clean Restroom Partitions and Walls		x	x	
Empty Trash Cans	x		x	

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NORTHWEST MOUNTAIN REGION
1601 LIND AVENUE SOUTHWEST
RENTON, WASH. 98055-4056

Lease No. DTFA11-96-L-15108
Facility: Nampa NDB

LEASE

between

THE CITY OF NAMPA

AND

THE UNITED STATES OF AMERICA

This Lease is entered into by THE CITY OF NAMPA, a Municipal Corporation, whose address is 411 Third Street South, Nampa, Idaho, 83651, for itself its administrators, successors and assigns, hereinafter referred to as the Lessor, and the United States of America, hereinafter referred to as the Government:

Witnesseth: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. TERM.

For the term beginning July 1, 1996, and ending September 30, 1996, the Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

A parcel of land being a portion of the NW1/4 NE1/4, Section 14, T3N, R2W, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Beginning at a Brass cap marking the Southeast corner of the NE1/4 of Section 14, T3N R2W, Boise Meridian, thence along the Easterly boundary of the said NE1/4 of Section 14, N 00°05'46" E, 2033.35 feet to a point; thence leaving said Easterly boundary N 90°00'00" W, 1541.97 feet to an iron pin, said iron pin being the REAL POINT OF BEGINNING; thence S 87°49'49" W, 20.00 feet to an iron pin; thence N 02°10'11" W, 20.00 feet to an iron pin; thence N 87°49'49" E, 20.00 feet to an iron pin; thence S 02°10'11" E, 20.00 feet to the point of beginning, containing 0.01 acres, more or less.

TOGETHER WITH a Restrictive Easement described as follows:

That area described as being a circle with a 175 foot radius as measured from the center of the above described parcel of land referred to as the premises.

The Lessor agrees to prohibit and refrain from the erection of any structure, pole or pole lines, underground sprinkler systems, or any other type of excavation within the described restrictive easement area, without first consulting with the FAA.

SUBJECT TO:

All existing easements and road rights-of-way of record or appearing on the above described parcel of land.

(a) Together with a right-of-way for ingress to egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electrical power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government. The Lessor shall have the right to review and approve plans covering access and utility rights-of-way as permitted under this paragraph. Lessor's approval shall not be unreasonably withheld.

(NOTE): No vehicles will be allowed inside the Lessor's field(s) without the Lessor's prior approval.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and removal of all obstruction from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities. The Lessor shall have the right to review and approve plans covering work permitted under this paragraph. Lessor's approval shall not be unreasonably withheld.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs. The Lessor shall have the right to review and approve plans covering work permitted under this paragraph. Lessor's approval shall not be unreasonably withheld.

2. RENEWAL.

This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor 30 days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September, 2016. PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

3. CONSIDERATION.

The Government shall pay the Lessor no monetary consideration in the form of rental, it being agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

4. TERMINATION.

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. RESTORATION.

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, at least thirty (30) days before the date of expiration or termination, to request restoration of the premises, the Government, at its option, shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any proceeding lease (changes to the premises in accordance with paragraph 1(a) and 1(b) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

(b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement made herein under, the parties shall enter into a supplemental agreement hereto effecting such agreement.

Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of the Contract Disputes clause contained herein.

6. HAZARDOUS MATERIAL CLAUSE.

The Government agrees to remediate, at its sole cost, all hazardous contamination on the premises that is found to have occurred as a direct result of the installation, operation and/or maintenance of the facility. The Lessee agrees to remediate at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessee also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the facility.

As used herein, within the following clauses, the term Contractor also includes lessor, and the term Contract also includes Lease.

7. GRATUITIES.

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative.

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled to pursue the same remedies as in a breach of the contract; and

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

9. ANTI-KICKBACK PROCEDURES.

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(a) Providing or attempting to provide or offering to provide any kickback;

(b) Soliciting, accepting, or attempting to accept any kickback; or

(c) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

10. PROTESTS AND DISPUTES.

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request.

11. NOTICES.

All notices shall be in writing and sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other):

TO LESSOR: City of Nampa
411 3rd Street South
Nampa, Idaho 83653
Tele: (208) 466-9221

TO GOVERNMENT: Federal Aviation Administration
Northwest Mountain Region
1601 Lind Ave. S.W.
Renton, Washington 98055-4056
Tele: (206)227-2056

General correspondence may be forwarded to the above address via first class mail.

The Lessor and the Government hereby agree to the provisions of this Lease as indicated by the signatures herein below of their duly authorized representative(s). This Lease is entered into upon the date of execution by the last party thereof.

CITY OF NAMPA

UNITED STATES OF AMERICA

By: Winston K. Goering By: Mara Landers
MAYOR

Title: Lead Realty Specialist

ATTEST:

Date: 9/16/96

Leanne Beauvais
City Clerk

NOTARY CERTIFICATE

STATE OF Idaho)

COUNTY OF Canyon)

On this 29th day of August 1996, before me

Liana Lambing, personally appeared
Winston K. Goering + Camille Beaubien

known or identified to me to be the Mayor and City Clerk,
respectively, of THE CITY OF NAMPA, who executed the
instrument or the person that executed the instrument on
behalf of said municipal corporation, and acknowledged to me
that such municipal corporation executed the same. (s)

(Signed) Liana Lambing

Notary Public for Idaho.

(SEAL)

My Commission Expires: 12/21/99



IDAHO DEPARTMENT OF
HEALTH & WELFARE

C.L. "BUTCH" OTTER – Governor
RICHARD M. ARMSTRONG – Director

PAUL J. SPANKNEBEL – Division Administrator
DIVISION OF OPERATIONAL SERVICES
Human Resources • Facilities • Contract Management
450 West State Street, 10th Floor
P.O. Box 83720
Boise, Idaho 83720-0036
PHONE 208-334-5912
FAX 208-334-5926

September 18, 2015

Mr. Paul Ramos, Realty Specialist
Raul.F-CTR.Ramos@faa.gov
Real Estate Management Specialist Subsystems Technologies, Inc
FAA Logistics Support Services ALO -820-Northwest Mountain Region (ANM)

Dear Mr. Ramos,

The Department received your inquiry regarding ownership of the land in Nampa Idaho at the Centennial Golf Course where the FAA has a Navigational Facility. The Idaho Department of Health and Welfare agency is the owner of this land in question. We do lease this land known as the Centennial Golf Course to the City of Nampa. The lease agreement between the Department and the City of Nampa has been extended through December 31, 2019.

The Idaho Department of Health and Welfare, through this letter, grants the City of Nampa permission to Sub-lease the Navigational Facility site to the FAA. You may proceed to work with the City of Nampa to create a new Sub-Lease for the facility to continue operation of the Non Directional Beacon (NDB). I recommend that your Sub-Lease expiration date coincides with the Department and City of Nampa lease agreement expiration date.

Sincerely,

Jill Ballard, Chief
Contracts, Procurement and Facility Services

c: City of Nampa

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NORTHWEST MOUNTAIN REGION
1601 LIND AVENUE SOUTHWEST
RENTON, WASH. 98055-4056

current
lease

Lease No. DTFA11-96-L-15108
Facility: Nampa NDB

LEASE

between

THE CITY OF NAMPA

AND

THE UNITED STATES OF AMERICA

This Lease is entered into by THE CITY OF NAMPA, a Municipal Corporation, whose address is 411 Third Street South, Nampa, Idaho, 83651, for itself its administrators, successors and assigns, hereinafter referred to as the Lessor, and the United States of America, hereinafter referred to as the Government:

Witnesseth: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. **TERM.**

For the term beginning July 1, 1996, and ending September 30, 1996, the Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

A parcel of land being a portion of the NW1/4 NE1/4, Section 14, T3N, R2W, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Beginning at a Brass cap marking the Southeast corner of the NE1/4 of Section 14, T3N R2W, Boise Meridian, thence along the Easterly boundary of the said NE1/4 of Section 14, N 00°05'46" E, 2033.35 feet to a point; thence leaving said Easterly boundary N 90°00'00" W, 1541.97 feet to an iron pin, said iron pin being the REAL POINT OF BEGINNING; thence S 87°49'49" W, 20.00 feet to an iron pin; thence N 02°10'11" W, 20.00 feet to an iron pin; thence N 87°49'49" E, 20.00 feet to an iron pin; thence S 02°10'11" E, 20.00 feet to the point of beginning, containing 0.01 acres, more or less.

TOGETHER WITH a Restrictive Easement described as follows:

That area described as being a circle with a 175 foot radius as measured from the center of the above described parcel of land referred to as the premises.

The Lessor agrees to prohibit and refrain from the erection of any structure, pole or pole lines, underground sprinkler systems, or any other type of excavation within the described restrictive easement area, without first consulting with the FAA.

SUBJECT TO:

All existing easements and road rights-of-way of record or appearing on the above described parcel of land.

(a) Together with a right-of-way for ingress to egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electrical power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government. The Lessor shall have the right to review and approve plans covering access and utility rights-of-way as permitted under this paragraph. Lessor's approval shall not be unreasonably withheld.

(NOTE): No vehicles will be allowed inside the Lessor's field(s) without the Lessor's prior approval.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and removal of all obstruction from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities. The Lessor shall have the right to review and approve plans covering work permitted under this paragraph. Lessor's approval shall not be unreasonably withheld.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs. The Lessor shall have the right to review and approve plans covering work permitted under this paragraph. Lessor's approval shall not be unreasonably withheld.

2. RENEWAL.

This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor 30 days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September, 2016. PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

3. CONSIDERATION.

The Government shall pay the Lessor no monetary consideration in the form of rental, it being agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

4. TERMINATION.

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. RESTORATION.

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, at least thirty (30) days before the date of expiration or termination, to request restoration of the premises, the Government, at its option, shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any proceeding lease (changes to the premises in accordance with paragraph 1(a) and 1(b) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

(b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement made herein under, the parties shall enter into a supplemental agreement hereto effecting such agreement.

Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of the Contract Disputes clause contained herein.

6. HAZARDOUS MATERIAL CLAUSE.

The Government agrees to remediate, at its sole cost, all hazardous contamination on the premises that is found to have occurred as a direct result of the installation, operation and/or maintenance of the facility. The Lessee agrees to remediate at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessee also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the facility.

As used herein, within the following clauses, the term Contractor also includes lessor, and the term Contract also includes Lease.

7. GRATUITIES.

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative.

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled to pursue the same remedies as in a breach of the contract; and

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

9. ANTI-KICKBACK PROCEDURES.

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(a) Providing or attempting to provide or offering to provide any kickback;

(b) Soliciting, accepting, or attempting to accept any kickback; or

(c) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

10. PROTESTS AND DISPUTES.

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request.

11. NOTICES.

All notices shall be in writing and sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other):

TO LESSOR: City of Nampa
411 3rd Street South
Nampa, Idaho 83653
Tele: (208) 466-9221

TO GOVERNMENT: Federal Aviation Administration
Northwest Mountain Region
1601 Lind Ave. S.W.
Renton, Washington 98055-4056
Tele: (206)227-2056

General correspondence may be forwarded to the above address via first class mail.

The Lessor and the Government hereby agree to the provisions of this Lease as indicated by the signatures herein below of their duly authorized representative(s). This Lease is entered into upon the date of execution by the last party thereof.

CITY OF NAMPA

UNITED STATES OF AMERICA

By: Winston K. Boering By: Mara Landers
MAYOR

Title: Lead Realty Specialist

ATTEST:

Date: 9/16/96

Leannille Beaudin
City Clerk

NOTARY CERTIFICATE

STATE OF Idaho)

COUNTY OF Canyon)

On this 29th day of August 1996, before me

Liana Lambing, personally appeared
Winston K. Goering + Camille Beaubien

known or identified to me to be the Mayor and City Clerk,
respectively, of THE CITY OF NAMPA, who executed the
instrument or the person that executed the instrument on
behalf of said municipal corporation, and acknowledged to me
that such municipal corporation executed the same. (s)

(Signed) Liana Lambing

Notary Public for Idaho.

(SEAL)

My Commission Expires: 12/21/99

LEASE #: DTFAWN-16-L-00033

FAA Identification: **MPA, NDB**

Location: Nampa, Idaho

LAND LEASE**Between****THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION****And****THE CITY OF NAMPA****Lease Number: DTFAWN- 16 - L - 00033**

THIS LEASE is hereby entered into by THE CITY OF NAMPA whose address is 411 Third Street South, Nampa, Idaho, 83651 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

This lease supersedes Lease No. **DTFA11- 96 - L - 15108** and all other previous agreements between the parties for the leased property described in this document.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (08/02) - The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

NDB (Non-Directional Beacon) FACILITY SITE

A parcel of land being a portion of the NW1/4 NE1/4, Section 14, T3N, R2W, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Beginning at a Brass cap marking the Southeast corner of the NE1/4 of Section 14, T3N R2W, Boise Meridian, thence along the Easterly boundary of the said NE1/4 of Section 14, N 00°05'46" E, 2033.35 feet to a point; Thence leaving said Easterly boundary N 90°00'00" W, 1541.97 feet to an iron pin, said iron pin being the REAL POINT OF BEGINNING; thence S 87°49'49" W, 20.00 feet to an iron pin; thence N 02°10'11" W, 20.00 feet to an iron pin; thence N 87°49'49" E, 20.00 feet to an iron pin; thence S 02°10'11" E, 20.00 feet to the point of beginning, containing 0.01 acres, more or less.

TOGETHER WITH a Restrictive Easement described as follows:

That area described as being a circle with a 175 foot radius as measured from the center of the above described parcel of land referred to as the premises.

The Lessor agrees to prohibit and refrain from the erection of any structure, pole or pole lines, underground sprinkler systems, or any other type of excavation within the described restrictive easement areas, without first obtaining approval of the FAA.

SUBJECT TO:

All existing easements and road rights-of-way of record or appearing on the above described parcel of land.

- A. Together with a right-of-way for ingress to and egress from the premises for Government employees, their agents and assigns, a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.
 - B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.
 - C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.
2. **TERM (08/02)** - To have and to hold, for the term commencing on October 1, 2016 and continuing through December 31, 2019 inclusive, **PROVIDED** that adequate appropriations are available from year to year for the payment of rentals.
 3. **CONSIDERATION (08/02)** - The Government shall pay the Lessor no monetary consideration in the form of rental, it being agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.
 4. **HOLDOVER (10/13)** – If, after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government

shall have signed a new lease with the Lessor, acquire the property in fee or vacated the premises.

5. CANCELLATION (08/02) - The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.
6. NON-RESTORATION (7/14) - It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.
7. QUIET ENJOYMENT (10/96) - The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
8. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (07/14) –
 - A. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
 - B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this

clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

- C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

9. NOTIFICATION OF CHANGE IN OWNERSHIP OR CONTROL OF LAND (10/14) –

If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

10. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

11. CONTRACT DISPUTES (11/03)

- A. All lease disputes arising under or related to this lease shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. All Lease Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW
Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

C. A lease dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A lease dispute is considered to be filed on the date it is received by the ODRA.

D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

12. ANTI-KICKBACK (7/14) - The Anti-Kickback Act of 1986 (41 U.S.C. § 8701 et seq.), prohibits any person from:

- A. Providing or attempting to provide or offering to provide any kickback;
- B. Soliciting, accepting, or attempting to accept any kickback; or
- C. Including, directly or indirectly, the amount of any kickback in the lease price charged by a prime Lessor to the United States Government or in the lease price charged by a sublessor to a prime Lessor or higher tier sublessor.

13. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease.

14. COVENANT AGAINST CONTINGENT FEES (08/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease price or consideration, or otherwise recover the full amount of the contingent fee.

15. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

16. NOTICES - All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

To the Lessor:

City of Nampa
411 3rd Street South
Nampa, Idaho 83651
208 468-5823 office

To the Government:

DOT / Federal Aviation Administration
Real Estate & Utilities Group ALO-820
Northwest Mountain Region
1601 Lind Ave. S.W.
Renton, Washington 98057
(425) 227-1060

IN WITNESS WHEREOF, the parties hereto have signed their names.

LESSOR:

Mayor

Date

ATTEST:

City Clerk

UNITED STATES OF AMERICA:

Patrick S. Dicks
Real Estate Contracting Officer

Date

DOCUMENT NOT RECEIVED BY DEADLINE



Planning & Zoning Department

Before the Mayor & City Council

September 19, 2016

STAFF REPORT

Variance of Rear Deck Setbacks, and Vacation of Rear Property Line Easements for Donald & Kendra Taylor

To: Mayor & City Council

Applicant: Donald & Kendra Taylor
File No: VAR 014-16 & VAC 009-16

Prepared By: Norman L. Holm
Date: September 12, 2016

Requested Action(s): 1) **Variance** of the required 5' deck setback from easterly property line, and 2) **Vacation** of the 12' utility, drainage and irrigation easement along a portion of the rear property line, and vacation of the 10' utility, drainage and irrigation easement along the remainder of the rear property line.

Purpose: The applicants have previously constructed a deck at least 1' within the required 5' setback and within the 10' & 12' easements and are requesting the setback variance and easement vacation in order to retain the deck at the existing location.

Explanation: Please see the attached "Project Description" provided by the applicant.

GENERAL INFORMATION

Status of Applicant: Owner

Existing Zoning: RS 6 (Single Family Residential 6,000 sq ft)

Location: 814 W. Trine Loop

Size of Property: The lot is .19 acres or 8,302 sq ft in area.

Size of Easement Vacation area: 43.92' x10' and 43.62' x 12' or 962.64 sq. ft.

Surrounding Land Use and Zoning:
North- Single Family Residential, RS 6
South- Single Family Residential, RS 6
East- Single Family Residential, RS 6
West- Single Family Residential, RS 6

Comprehensive Plan Designation: Low Density Residential

Applicable Regulations:

10-24-1: [Variance] Purpose:

The City 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 bulk or quantifiable regulations prescribed by zoning ordinance.

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.

- Section 10-8-6 D. for the RS District: "Minimum Property Structure and Parking Interior (Side/Rear) Yards: Shall be five feet (5') wide/deep, except where a utility easement is recorded adjacent to a side property line, there shall be provided a side yard (setback) at least the width of the easement on the development site or five feet (5'), whichever is greater. Where a utility easement is recorded adjacent to a rear lot line, the rear interior yard (setback) shall be the width of the easement on the development site or five feet (5'), whichever is greater."
- State law does not require the consent of adjoining property owners to vacate easements.

SPECIAL INFORMATION

Planning & Zoning History: The applicant built the deck as a property improvement in 2012 without having realized the need to apply for and obtain approval via a building permit. They are selling the property and are moving to another location and need the matters resolved to complete the property sale.

Transportation: The property is accessed from S Midland Blvd via S Skyview Way to S Skyview D to W Trine Loop.

Environmental, Aesthetics/Landscaping: The dwelling and property is comparable with that of the other dwellings and properties existing in the neighborhood. Approval of the Variance and easement Vacation will have little effect on the immediate neighborhood, other than allowing the deck to remain as constructed 4 years ago.

Correspondence: At the time of the preparation of this Staff Report no letters or personal expressions of opposition to or support for the granting of the variance or the easement vacation have been received from any neighboring property owners, residents or utility companies. Fire, Building, and Engineering departments do not oppose the easement vacation.

NARRATIVE/COMMENTS

To justify a Variance request, an applicant must argue successfully to the Council that there is some aspect of their property that physically, topographically, or, otherwise based on code requirements, puts them at a disadvantage in trying to accomplish what they wish (e.g., develop their land) in comparison to like properties. And where a site is clear of obstructions, easily or already flat graded (i.e., not adversely, topographically affected by a river, a highway or a mountain in the way, etc.), and, is of minimal dimensions per zoning code to be "buildable",

then it is difficult to argue that a hardship is present that is not brought on by the applicant's request.

If the City Council believes that there is no real topographical hardship associated with a variance application, then the applicant must 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.

The *applicant* argues:

"We built the deck as a property improvement in 2012. The back parcel has a variance in elevation and there was a portion that was unusable. The original builder placed large Sandstone rocks to create a border to compensate the variance in elevation and then covered with black ground cover rock beyond the concrete patio. (SEE PICTURE -A) Due to the variance in elevation this also left a large "trough" along the back S, SE portion of rear parcel with a distance of 3 to 4 feet wide and roughly 45 feet long. (SEE PICTURE -B) Beyond this the land sloped down towards the SW, W side of parcel. This slope did not allow for the grass to grow on the top portion and left a swamp of collected water near the bottom.

We wanted to create an area on this side of the house that not only used the space but also increased the overall property value of our home. This project detailed to add a floating deck over the existing elevated land with the sandstone and black rock ground cover that then had two stairways down to a leveled portion of the land, create a retaining wall with brick, and a paver patio with fire pit. (SEE PICTURES –Ca (2012) & Cb (2016)). We submitted the proper paper work with the ACC of Trinity Hills and approved. As first time homeowners we did not think beyond the bylaws of our Home Owners Association. We knew that no power ran to these areas, no sewer lines or other irrigation lines; we knew they were not a common area, nor an area of driveways, pedestrian walk ways or off street loading facilities, ONLY unusable landscaped land inside our property line."

It will be up to the City Council to determine whether or not the applicant's rationale qualifies as a unique site circumstance providing the required justification for approval. The City Council is at liberty to either approve or deny. And, the vote should not be construed as setting precedent, but consistency in the community/neighborhood and between applications is a desirable goal when dealing with case by case variance requests.

The proposed variance, if approved, would allow the applicant's deck to remain as presently located along the southeast side of the property situated within 5' of the southeasterly property line.

Planning staff sees possible justification for granting of the **Variance** on the basis of irregular topography, irregular rear property line position, and the location in which the dwelling was originally constructed on the lot.

Planning staff sees basis for denying the requested easement **Vacation** and recommends approval. The easements proposed for vacation are not needed for any public purposes and will resolve the existing easement encroachment.

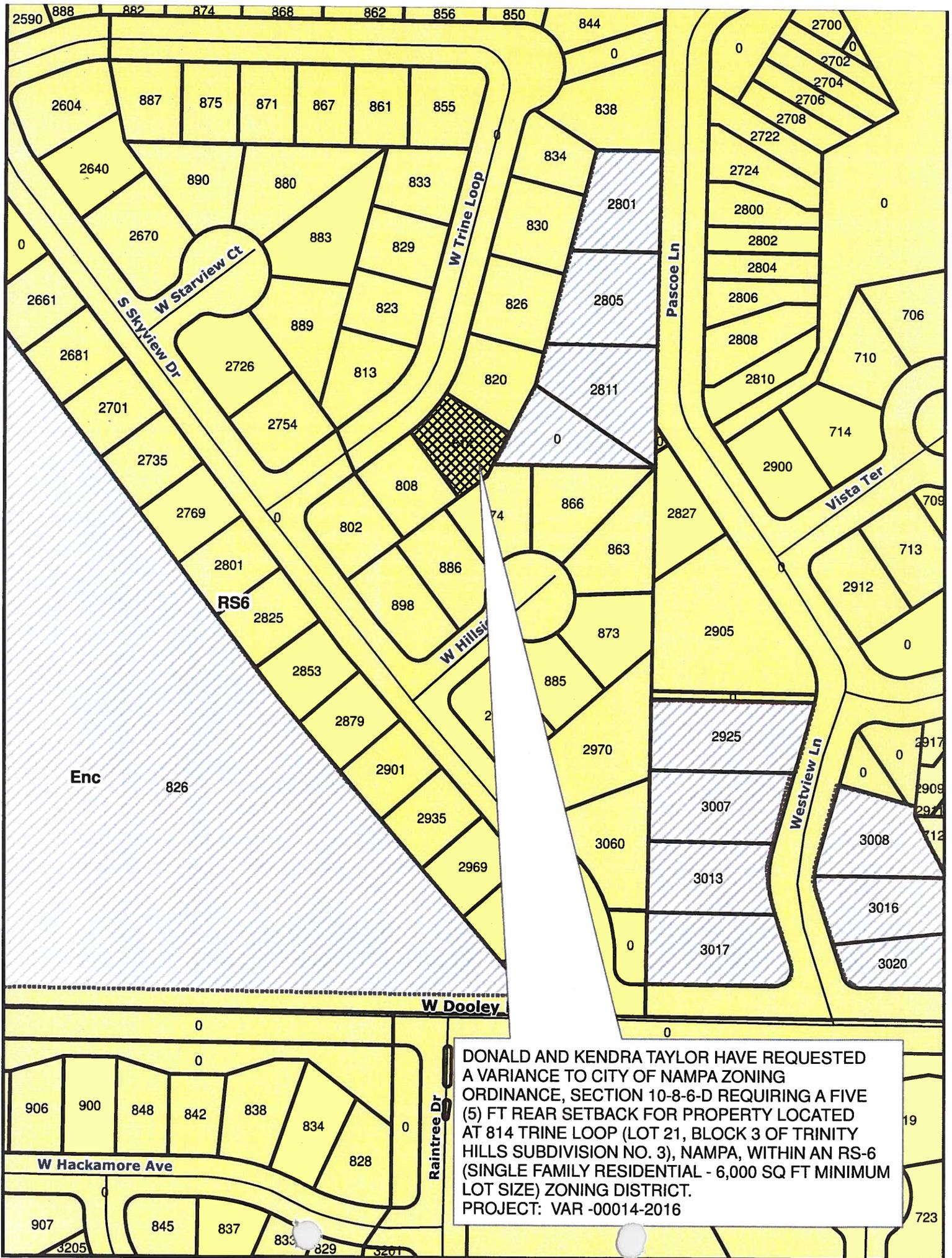
RECOMMENDED CONDITIONS OF APPROVAL

Should the City Council vote to approve this requested setback variance staff recommends establishment of the following conditions:

- 1) The applicant shall comply with all applicable requirements as may be imposed by City divisions/departments appropriately involved in the review of this request, e.g. Nampa Fire, Building, Planning & Zoning and Engineering, etc., as the Variance or easement Vacation approval shall not have the affect of abrogating requirements from those City divisions/departments.
- 2) The applicant/owner will be required to submit plans and obtain a building permit for the deck. This shall include the required inspection approvals.

ATTACHMENTS

Zoning and location maps
Aerial photo of lot
Trinity Hills plat/lot drawing showing easements and plat notes
Variance/Vacation applications
Applicant letter, project description, and referenced photos
Photos of deck and variance/easement vacation location
Agency and other correspondence



DONALD AND KENDRA TAYLOR HAVE REQUESTED A VARIANCE TO CITY OF NAMPA ZONING ORDINANCE, SECTION 10-8-6-D REQUIRING A FIVE (5) FT REAR SETBACK FOR PROPERTY LOCATED AT 814 TRINE LOOP (LOT 21, BLOCK 3 OF TRINITY HILLS SUBDIVISION NO. 3), NAMPA, WITHIN AN RS-6 (SINGLE FAMILY RESIDENTIAL - 6,000 SQ FT MINIMUM LOT SIZE) ZONING DISTRICT.
PROJECT: VAR -00014-2016

W Trine Loop

814

814


NORTH

808

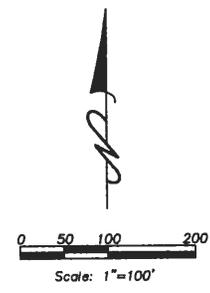
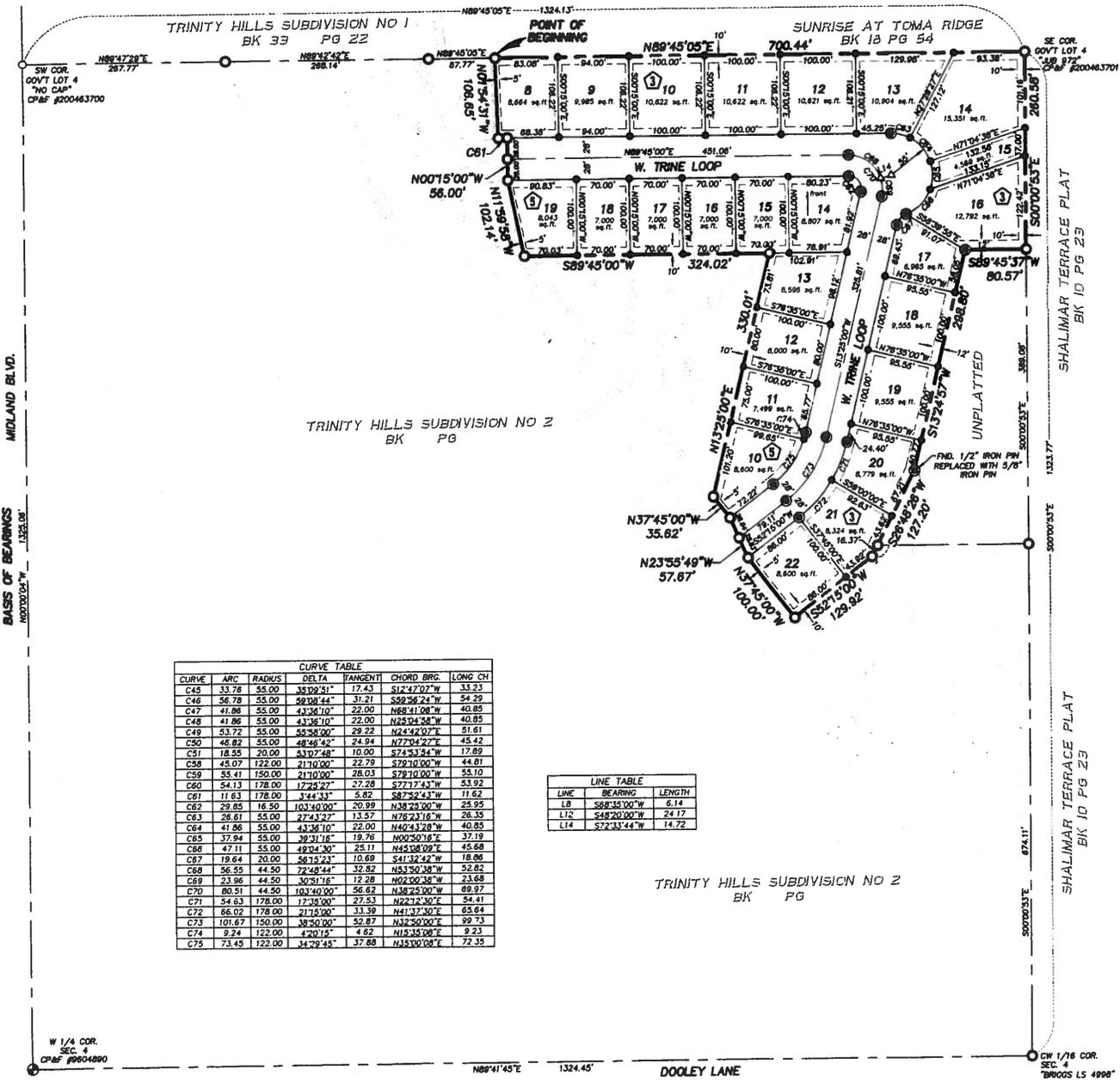
Copyright



TRINITY HILLS SUBDIVISION NO. 3

A PORTION OF THE SW 1/4 NW 1/4, SECTION 4,
AND A REPLAT OF A PORTION OF HILLSIDE MANOR SUBDIVISION, BK 17 PG 23,
T. 2 N., R. 2 W., B.M., NAMPA, CANYON COUNTY, IDAHO
2006

RECORDED
2006 JUN 3 09 11 AM
CANYON COUNTY RECORDER
BY *Earl Mason & Stanfield, Inc.*



- ### LEGEND
- Found brass cap monument
 - Set 5/8 inch dia. x 30 inch iron pin w/plastic cap
 - Found 5/8 inch dia. iron pin
 - Set 1/2 inch dia. x 24 inch iron pin w/plastic cap
 - Found 1/2 inch dia. iron pin
 - △ Calculated Point
 - ① Block Number
 - Property boundary line
 - - - Lot line
 - - - Utility, drainage and irrigation easement.
- Unless otherwise noted widths shall be:
 12 feet along subdivision boundary
 10 feet along street frontage
 10 feet on each side of back lot lines
 5 feet on each side of interior lot lines

- ### NOTES
1. All street rights of way shown hereon are dedicated to the public for public use.
 2. The Developer and/or owner shall comply with the Idaho Code Section 31-3805 or its provisions that apply to irrigation rights.
 3. Lot 15, Block 3 is designated as a common lot and shall be owned and maintained by the Trinity Hills Subdivision No. 3 Home Owner's Association for the purpose of storm water retention and landscaping.

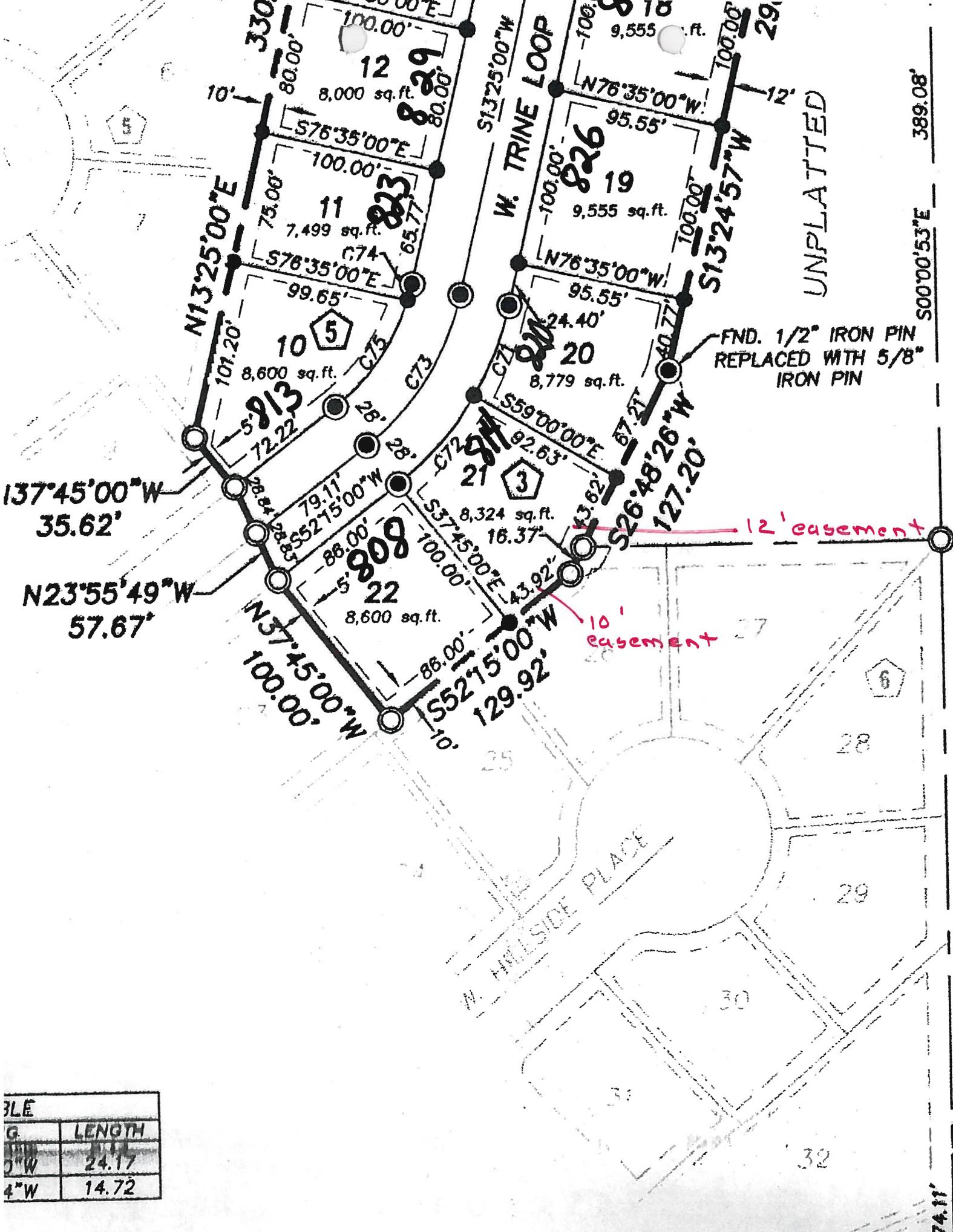
CURVE	ARC	RADIUS	DELTA	TANGENT	CHORD BRG.	LONG CH
C45	33.78	55.00	35.09°31'	17.43	S12°37'02"W	33.23
C46	56.78	55.00	59.08°44'	31.21	S59°18'24"W	54.29
C47	41.86	55.00	43°36'10"	22.00	N68°41'08"W	40.85
C48	41.86	55.00	43°36'10"	22.00	N25°24'58"W	40.85
C49	53.72	55.00	55°38'00"	29.22	N24°42'07"E	51.61
C50	46.62	55.00	48°56'42"	24.94	N72°04'27"E	45.42
C51	18.55	20.00	43°07'48"	10.00	S74°53'44"W	17.89
C58	45.07	122.00	21°10'00"	22.79	S78°10'00"W	44.81
C59	55.41	150.00	21°10'00"	28.03	S79°10'00"W	55.10
C60	54.13	178.00	17°23'42"	27.28	S72°12'43"W	53.92
C61	11.63	178.00	1°44'34"	5.82	S87°52'43"W	11.62
C62	29.85	16.50	103°40'00"	20.99	N38°23'00"W	25.95
C63	26.61	55.00	27°43'27"	13.57	N78°23'16"W	26.35
C64	41.86	55.00	43°36'10"	22.00	N40°44'28"W	40.85
C65	37.84	55.00	39°51'16"	19.76	N50°50'16"W	37.19
C66	47.11	55.00	49°04'30"	25.11	N45°08'09"E	45.68
C67	19.64	20.00	56°15'23"	10.69	S41°32'42"W	18.06
C68	56.55	44.50	72°49'44"	32.82	N53°50'38"W	52.82
C69	23.96	44.50	30°51'16"	12.28	N62°00'38"W	23.68
C70	80.31	44.50	103°40'00"	56.62	N38°25'00"W	69.97
C71	54.63	178.00	17°35'00"	27.53	N22°12'30"E	54.41
C72	66.02	178.00	21°15'00"	33.39	N41°37'30"E	65.64
C73	101.67	150.00	38°50'00"	52.87	N42°50'00"E	99.73
C74	9.24	122.00	4°20'14"	4.82	N15°15'00"E	9.23
C75	73.45	122.00	14°29'45"	37.88	N43°00'08"E	72.35

LINE	BEARING	LENGTH
L8	S68°35'00"W	6.14
L12	S48°20'00"W	24.17
L14	S72°33'44"W	14.72



Earl, Mason & Stanfield, Inc.
 Professional Engineers, Land Surveyors & Planners
 314 Badolia St. • Caldwell, ID 83806
 (208) 454-0258
 (208) 454-0979 Fax
 DECS02002.dwg 02/14/06
 SHEET 1 of 3
 BK. 31, PG. 2

BLE	LENGTH
0°W	24.17
4°W	14.72



UNPLATTED

S00°00'53"E 389.08'

674.11'

LEGEND



Found brass cap monument



Set 5/8 inch dia. x 30 inch iron pin w/plastic cap



Found 5/8 inch dia. iron pin



Set 1/2 inch dia. x 24 inch iron pin w/plastic cap



Found 1/2 inch dia. iron pin



Calculated Point



Block Number



Property boundary line



Lot line



Utility, drainage and irrigation easement.

Unless otherwise noted widths shall be:

12 feet along subdivision boundary

10 feet along street frontage

10 feet on each side of back lot lines

5 feet on each side of interior lot lines

ES

et rights of way shown hereon are dedicated to the public for publ

Developer and/or owner shall comply with the Idaho Code Section
r its provisions that apply to irrigation rights.

Block 3 is designated as a common lot and shall be owned and
by the Trinity Hills Subdivision No. 3 Home Owner's Association for
storm water retention and landscaping.

TRINITY HILLS SUBDIVISION NO. 3

OWNERS CERTIFICATE

WE, TRINITY HILLS, L.L.C., a Limited Liability Company, being first duly sworn, depose and say we are the owners of TRINITY HILLS SUBDIVISION NO. 3 more particularly described in the legal description below, state that it is our intention to include said property in this subdivision plat, that we do for ourselves, our heirs, transferees, successors and assigns, do hereby dedicate, donate and convey to the public forever the public streets shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat and no permanent structures other than those for utility, irrigation, or drainage purposes is to be erected within the limits of said easements. The owners further certify that all lots in this subdivision will receive domestic water from the City of Nampa Water Department, and that the City has agreed in writing to serve all of the lots in this subdivision.

TRINITY HILLS SUBDIVISION NO. 3 is a parcel of land being a portion of the SW 1/4 NW 1/4, and a re-plat of a portion of Hillside Manor Subdivision, as on file in Book 17 of Plats at Page 23 in the Office of the Recorder of Canyon County, Idaho, all located in Section 4, Township 2 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the SW corner of said SW 1/4 NW 1/4, (West 1/4 corner), said corner monumented with a 3-inch diameter brass disk;

Thence N.0°00'04"W., a distance of 1325.06 feet along the westerly boundary of said SW 1/4 NW 1/4-to the SW corner of Government Lot 4 of said Section 4, said corner monumented with a 1/2 inch diameter iron pin;

Thence N.89°47'29"E., a distance of 267.77 feet along the southerly boundary of said Government Lot 4 to a 5/8 inch diameter iron pin;

Thence continuing along the southerly boundary of said Government Lot 4, N.89°42'42"E., a distance of 288.14 feet to a 5/8 inch diameter iron pin;

Thence continuing along the southerly boundary of said Government Lot 4, N.89°45'05"E., a distance of 87.77 feet to a point on the southeasterly corner of Trinity Hills Subdivision No. 1 as on file in Book 33 of Plats at Page 22 in the Office of the Recorder of Canyon County, Idaho, said corner being the POINT OF BEGINNING and is monumented with a 5/8 inch diameter iron pin;

Thence continuing along the southerly boundary of said Government Lot 4, N.89°45'05"E., a distance of 700.44 feet to the SE corner of said Government Lot 4, said corner monumented with a 5/8 inch diameter iron pin;

Thence S. 00° 00' 53" E., a distance of 260.58 feet along the easterly boundary of said SW 1/4 NW 1/4 to a 5/8 inch diameter iron pin;

Thence leaving the easterly boundary of said SW 1/4 NW 1/4, S. 89° 45' 37" W., a distance of 80.57 feet to a 5/8 inch diameter iron pin;

Thence S. 13° 24' 57" W., a distance of 298.80 feet to a 5/8 inch diameter iron pin;

Thence S. 26° 48' 26" W., a distance of 110.83 feet to the northwesterly corner of Lot 26 Block 6 of Trinity Hills Subdivision No. 2 as on file in Book ___ of Plats at Page ___ in the Office of the Recorder of Canyon County, Idaho, said corner monumented with a 5/8 inch diameter iron pin;

Thence along the easterly, north easterly and northerly boundary of said Trinity Hills Subdivision No. 2 the following courses and distances:

Thence S. 26° 48' 26" W., a distance of 16.37 feet to a 5/8 inch diameter iron pin;

Thence S. 52° 15' 00" W., a distance of 129.92 feet to a 5/8 inch diameter iron pin;

Thence N. 37° 45' 00" W., a distance of 100.00 feet to a 5/8 inch diameter iron pin;

Thence N. 23° 55' 49" W., a distance of 57.67 feet to a 5/8 inch diameter iron pin;

Thence N. 37° 45' 00" W., a distance of 35.62 feet to a 5/8 inch diameter iron pin;

Thence N. 13° 25' 00" E., a distance of 330.01 feet to a 5/8 inch diameter iron pin;

Thence S. 89° 45' 00" W., a distance of 324.02 feet to a 5/8 inch diameter iron pin;

Thence N. 11° 59' 58" W., a distance of 102.74 feet to a 5/8 inch diameter iron pin;

Thence N. 00° 15' 00" W., a distance of 58.00 feet to a 5/8 inch diameter iron pin;

Thence 11.83 feet along the arc of a 178.00-foot radius non tangent curve left with a central angle of 03° 44' 33" and tangents of 5.82 feet, the long chord of which bears S. 87° 52' 43" W., a distance of 11.62 feet to a 5/8 inch diameter iron pin;

Thence N. 01° 54' 31" W., a distance of 106.68 feet to the POINT OF BEGINNING

TRINITY HILLS SUBDIVISION NO. 3 contains 6.56 acres more or less.

Also, TRINITY HILLS SUBDIVISION NO. 3 is SUBJECT TO all easements and rights of way of record or implied.

Monte C. McClure
Venture 66, LLC, Manager
McClure Enterprises, Inc., Manager
Monte C. McClure, President

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF CANYON } SS

Be it remembered that on this 7 day of April, 2012, before me, the undersigned, a notary public in and for said state, personally appeared Monte C. McClure, who is known or identified to me to be a Manager of the Limited Liability Company (LLC.) that executed the instrument or the person who executed the instrument on behalf of said L.L.C., and acknowledged to me that such L.L.C. executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Colleen M. Henry
Notary Public for Idaho
Residing at 10807 W. Tulsa City St / Boise,
Commission expires Jan 04, 2012



CERTIFICATE OF SURVEYOR

I, Darin Holzhey do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the Owners Certificate and the attached plat, was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon in conformity with the state of Idaho codes relating to plats, surveys, and the corner perpetuation and filing act, Idaho code 55-1601 through 55-1612.

Darin Holzhey
Darin Holzhey



6-29-06
P.L.S. License No. 9366

TRINITY HILLS SUBDIVISION NO. 3

CERTIFICATE OF CANYON COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, hereby certify that I have examined this plat and find that it complies with the STATE OF IDAHO Title 50, chapter 13 relating to Plats and Vacations.

David R. Kinzer
Canyon County Surveyor
David R. Kinzer PE/LS 2659

9/12/06
Date

APPROVAL OF CITY ENGINEER

I, The Undersigned, City Engineer, in and for the City of Nampa, Canyon County, Idaho hereby approve this plat.

Mad Jan, P.E.
Nampa City Engineer

6/21/06
Date

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the State of Idaho, Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Admit A. Parades
District Health Department, REHS

3/2/06
Date

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Nampa, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the 21 day of February, 2006, this plat was accepted and approved.

Liana Lambing
City Clerk, Nampa, Idaho



CERTIFICATE OF COUNTY TREASURER

I, Tracie Lloyd, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C.50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Tracie Lloyd by J.
County Treasurer

4/27/06
Date

**APPROVAL OF CITY OF NAMPA
PLANNING AND ZONING COMMISSION**

Christie E. W.
Chairman

2/14/06
Date



APPLICATION FOR VARIANCE

City of Nampa, Idaho

9/19/16
Norm

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

208-697-4267 (K)

Name of Applicant/Representative: Donald L. Taylor & Kendra D. Taylor Phone: 208-697-4266 (D)

Address: 814 W. Trine Loop City: Nampa State: ID. Zip Code: 83686

Applicant's interest in property: (circle one) Own Rent Other

Owner Name: Donald L. and Kendra D. Taylor Phone: 208-697-4267 (K)

Address: 814 W. Trine Loop City: Nampa State: ID. Zip Code: 83686

Address of subject property: 814 W. Trine Loop Nampa, ID. 83686

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

Subject Property Information

(Please provide one form of the following REQUIRED DOCUMENTATION to complete the legal annexation):

Original Legal description of property AND a legible WORD formatted document. (Must have for final recording)
Old or illegible title documents will need to be retyped in a WORD formatted document

Subdivision Trinity Hills Lot 21 Block 3 Book 38 Page 2

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.

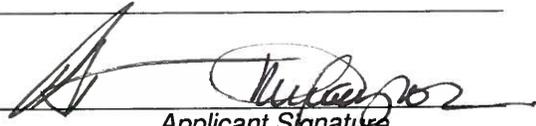
Miscellaneous information, considered pertinent to the determination of this matter,

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):

Please see attached titled "Project Description"

Dated this 06 day of July, 20 16


Applicant Signature

NOTICE TO APPLICANT

This application will be referred to the Nampa City Council for its consideration. The City Council shall hold a public hearing on the application and it shall be granted or denied. Notice of the public hearing shall be sent to adjacent property owners no less than 10 or more than 30 days prior to the hearing. You will be given notice of the public hearing and should be present to answer any questions.

A variance shall not be considered a right or a privilege, but will only be granted upon showing the following undue hardship:
1. Special characteristics of the site, which deprive it of privileges commonly enjoyed by other properties in the same zone or vicinity, and
2. The variance is not in conflict with the public interest.
Variances are not intended to allow something that others do not have a permitted right to do.

The use or construction permitted by a variance must be commenced within a 6 month period. If such use or construction has not commenced within such time period the variance shall no longer be valid. Prior to the expiration of the 6-month period the applicant may request from the city Council an extension for up to an additional 6 months from the original date of approval.

For Office Use Only:	
File Number: VAR <u>00014-2016</u>	Project Name: <u>VARIANCE - REAR SETBACKS</u> <u>814 W TRINE LP</u>



APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT-OF-WAY OR PLAT
City of Nampa, Idaho

*via cc
norm*

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: Don & Kendra Taylor Phone: 208-697-4267 (Kendra)
208-697-4266 (Don)
Address: 814 W. Trine loop City: Nampa State: ID Zip Code: 83686

Applicant's interest in property: (circle one) Own Rent Other
Owner Name: Donald L. & Kendra D. Taylor Phone: 208-697-4266 (Don)
Address: 814 W. Trine Loop City: Nampa State: ID Zip Code: 83686

Address of subject property: 814 W. Trine Loop Nampa, ID. 83686

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

Subject Property Information

Please provide 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 Trinity Hills Lot 21 Block 3 Book 38 Page 2

List of names, addresses **AND written consent** of the owners and contract purchasers of all the property adjoining the vacated portion.

(per Christopher this is a typo error and we DO NOT need written consent.)

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:

Please see attached titled "Project Description"

Dated this 06 day of July, 20 16

[Signature]
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 0009 - 20 14

Project Name: VACATION EASEMENTS
DON + KENDRA TAYLOR
814 W TRINE LOOP

City of Nampa
Planning and Zoning Department
411 Third Street S.
Nampa, Idaho. 83651
208-468-5484

June 28, 2016

To Whom It May Concern,

When we received the REQUEST FOR VOLUNTARY COMPLIANCE July 1, 2016 case #CE2016-000725, we contacted the code compliance July 5, 2016 as well as went to the City of Nampa the same day. We then began collecting all the appropriate documents and sent a letter of Affidavit to the two residents that connected to the said area. We ran into a few snags from the residence behind us who originally reported us. They were not going to sign the Affidavit. We then went back to the City July 11, 2016 to find out what would need to be done in this situation. We were then instructed by Christopher Daly that there was a clerical error on the front page of the APPLICATION FOR VACATION OF EASEMENT, PUBLIC RIGHT OF WAY OR PLAT for the request of *written consent* that in fact we **DO NOT** need this Affidavit and therefore could request the whole distance of back property.

However, we have included two scenarios of request.

- 1) **With** Affidavits requesting a 45'0" distance to be vacated
- 2) **Without** affidavits requesting a 103'91" distance to be vacated

I apologize for the confusion in this matter, but we were not given a new or corrected form. We would like to make sure the application is complete to the best of our ability covering all bases.

I have also included an email print out from Mary Alandt, Easement Specialist with Idaho Power in regards to needing to submit the APPLICATION FOR RELEASE OF EASEMENT. Upon investigation she concluded that we DID NOT need to submit an application.

Thank you for your time and consideration.

Sincerely,



Don and/or Kendra Taylor
814 W Trine Loop
Nampa, Idaho 83686
208-697-4267

Project Description

We received a Request for Voluntary Compliance letter from the City of Nampa concerning property line setbacks in regard to the deck in rear of property of Lot 21, 814 W. Trine Loop Nampa, Id. 83686

We are requesting a portion of our easement be vacated. Starting with SW portion of our rear property extending 103' 91" NE. This will allow us to keep the deck structure in place with minor adjustments to the railing. However, we are also requesting the Variance to match the 5 ft. easement within our zone and asking the city to grant us a Variance to build inside that 5 ft. easement.

We built the deck as a property improvement in 2012. The back parcel has a variance in elevation and there was a portion that was unusable. The original builder placed large Sandstone rocks to create a border to compensate the variance in elevation and then covered with black ground cover rock beyond the concrete patio. (SEE PICTURE -A) Due to the variance in elevation this also left a large "trough" along the back S, SE portion of rear parcel with a distance of 3 to 4 feet wide and roughly 45 feet long. (SEE PICTURE -B) Beyond this the land sloped down towards the SW, W side of parcel. This slope did not allow for the grass to grow on the top portion and left a swamp of collected water near the bottom.

We wanted to create an area on this side of the house that not only used the space but also increased the overall property value of our home. This project detailed to add a floating deck over the existing elevated land with the sandstone and black rock ground cover that then had two stairways down to a leveled portion of the land, create a retaining wall with brick, and a paver patio with fire pit. (SEE PICTURES –Ca (2012) & Cb (2016)). We submitted the proper paper work with the ACC of Trinity Hills and approved. As first time homeowners we did not think beyond the bylaws of our Home Owners Association. We knew that no power ran to these areas, no sewer lines or other irrigation lines; we knew they were not a common area, nor an area of driveways, pedestrian walk ways or off street loading facilities, ONLY unusable landscaped land inside our property line.

The design of the deck in question sits at existing elevation of land and does look out over the neighborhood SW. In addition to this view we also look into the back yard of our back neighbors. For the last 4 years we have attempted to grow various greenery with no avail. We have offered in the past to purchase columnar trees for our back neighbors to plant in the open space of their back yard, but they did not want to take advantage of this offer. We have recently contacted an arborist and have come up with the solution to plant Silver Lace on trellis, which is very fast growing greenery with white blooming flowers. This is a perennial so it will come back each year. (SEE PICTURES —Da, Db, and Dc).

The existing Clematis and metal trellis will be removed and a wood trellis will be placed 3 ft. above existing fence line as well as trellis running horizontally in the same direction of fence line to end of SW and NE corner to allow a more rapid growing Silver Lace greenery to obstruct the direct view of back neighbor Lot 21 874 W Hillside Place Nampa, Id. 83686.

We feel that if the Vacation and Variance were granted the deck would continue to increase the value of our home tremendously and provide usable land. As well, providing the Silver Lace would screen the rear of parcel for more privacy and compensate for the obvious elevation.

2010 Picture -A



Picture-B Trough at rear of property line



Picture-Ca 2012



Picture-Cb Currently



Picture –Da Silver Lace



Picture –Db deck currently facing rear neighbor



Picture –Dc Proposed screening with Silver Lace projection

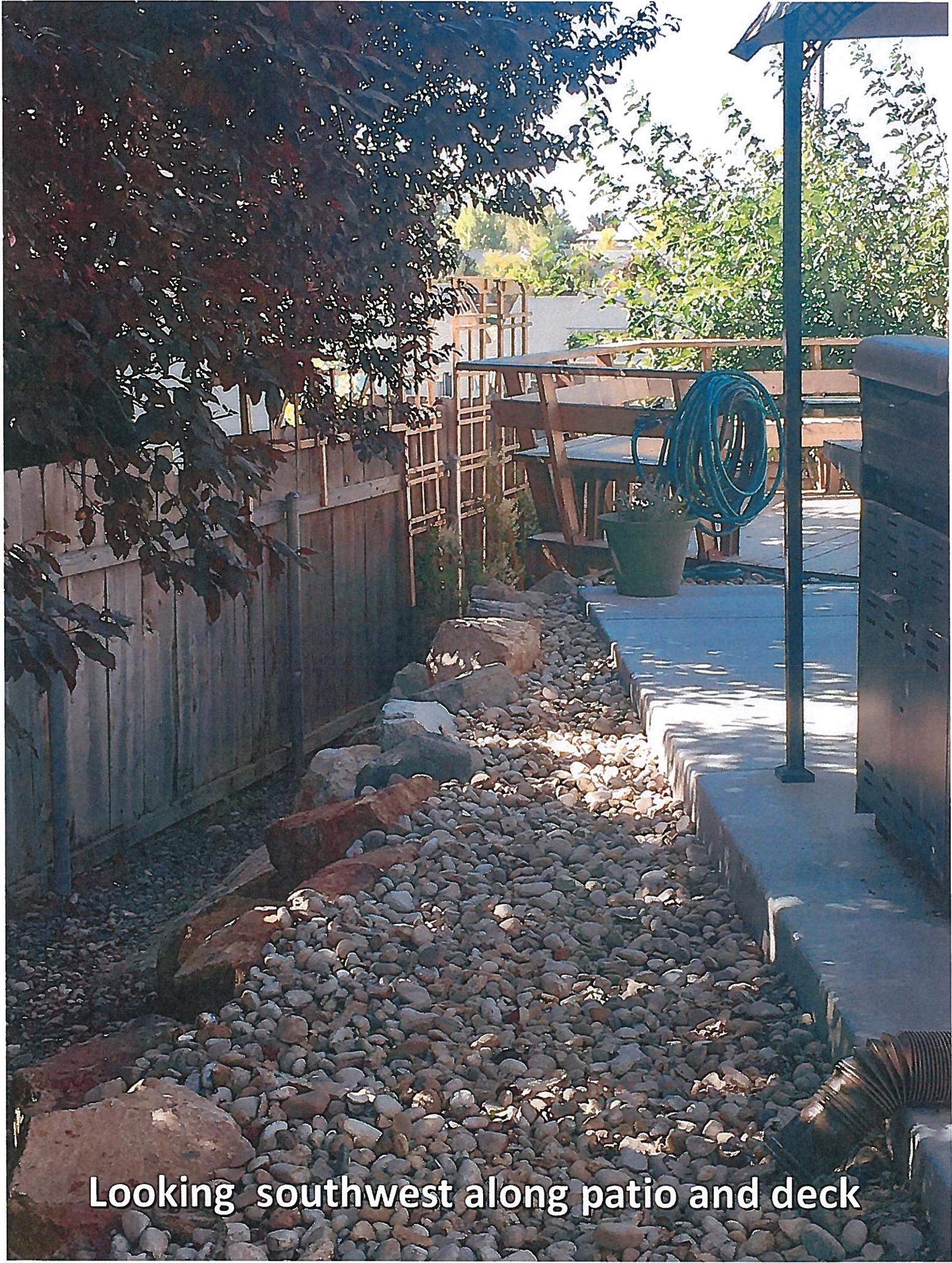




Looking northwest at deck



Looking southwest at deck



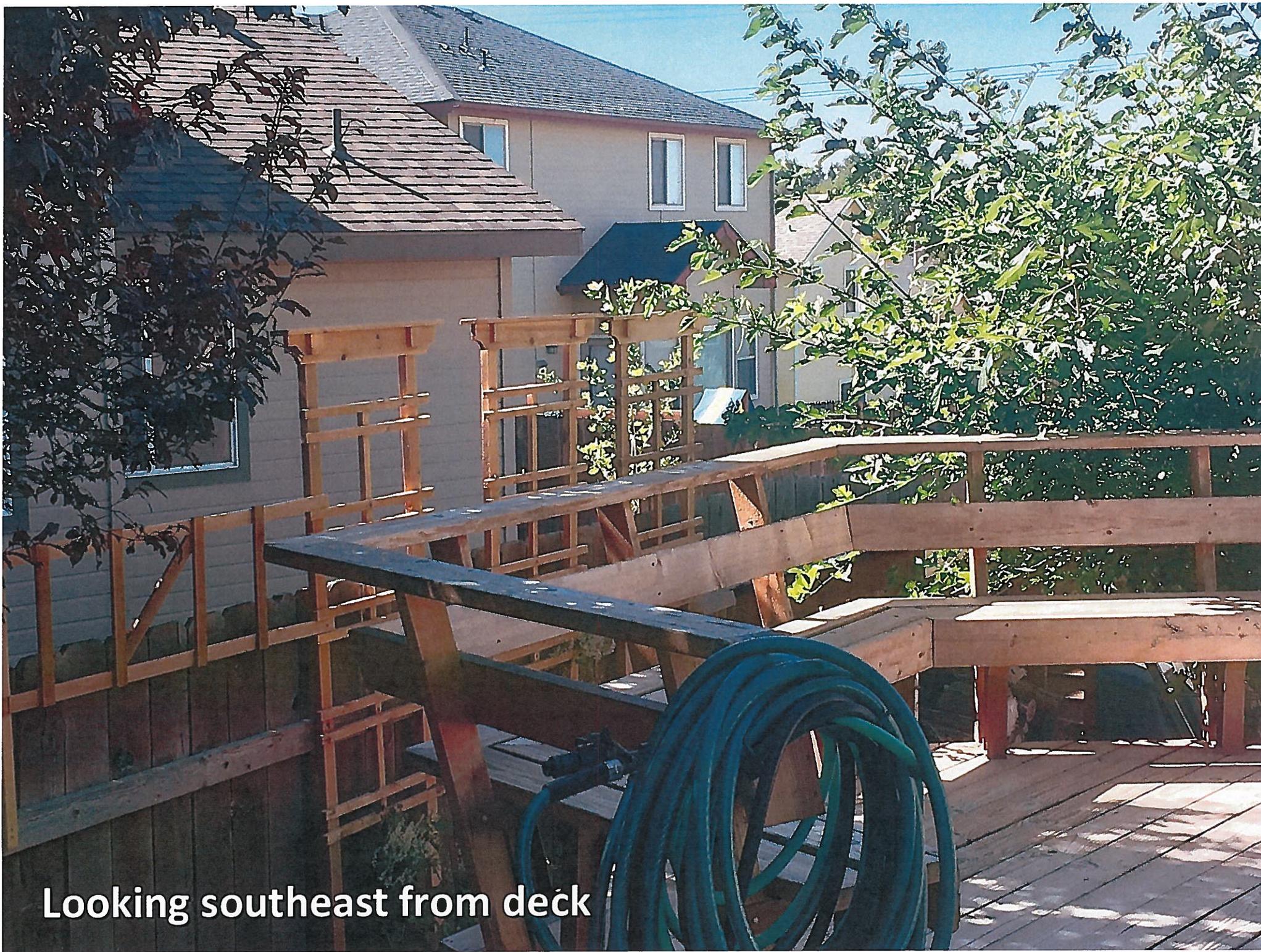
Looking southwest along patio and deck



Panorama of deck/patio looking southwest



Looking southwest from patio over deck



Looking southeast from deck

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: September 2, 2016
Revised:
Applicant: Don and Kendra Taylor
Address: 814 W. Trine Loop, Nampa, Idaho 83686
Parcel Address: Same
Re: Setback reduction to cure encroachment of deck into setback area.

VAR 014-16 for the September 19, 2016 City Council Meeting

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: September 2, 2016
Revised:
Applicant: Don and Kendra Taylor
Address: 814 W. Trine Loop, Nampa, Idaho 83686
Parcel Address: Same
Re: Vacation of the 10' and 12' easements along the rear property line.

VAC 009-16 for the September 19, 2016 City Council Meeting

Applicant is desirous to vacate the 10 and 12 foot easements along the rear property line of lot 21, block 3 Trinity Hills Subdivision #3. Request is due to applicant having constructed a deck into the easement. The vacation is necessary in order to retain the deck. Applicant has also requested a variance to the required setbacks (VAR-00014-16) as the deck encroaches into the setback area.

Records indicate that no City utilities reside within this easement. Therefore, the Engineering Division has no concerns with the granting of this request.

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, August 30, 2016 8:17 AM
To: Norm Holm
Subject: VAC 00009-2016 Variance Request

Good Morning Norman,

The Nampa Highway District #1 has no objection to the Variance of Nampa Zoning Ordinance, Section 10-8-6-D requiring a 5' rear setback in order to retain their deck that was built within the required setback for property located at 814 Trine Loop, within an RS-6 zoning district for Donald and Kendra Taylor as it is not within the Highway District's Jurisdiction.

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

Norm Holm

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Tuesday, August 30, 2016 8:14 AM
To: Norm Holm
Subject: VAC-00009-2016

Good Morning Norman,

The Nampa Highway District #1 has no objection to the vacation of the 12' easement along a portion of the rear property line, and vacation of the 10' easement along the remainder of the rear property line of 814 Trine Loop within an RS-6 zoning district as it is not within the Highway District's Jurisdiction.

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

Sylvia Mackrill

From: Neil Jones
Sent: Thursday, August 18, 2016 6:39 AM
To: Sylvia Mackrill
Subject: RE: Vacation of Rear Easements and Variance for Rear Setback, 814 W Trine Loop, Don and Kendra Taylor

The owner will need plans and will need to obtain a building permit. This will need inspections.

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: Thursday, August 04, 2016 5:09 PM
To: Amanda Morse <morsea@cityofnampa.us>; Beth Ineck <ineckb@cityofnampa.us>; Brent Hoskins <hoskinsb@cityofnampa.us>; Bret Caulder <caulderb@cityofnampa.us>; Carl Miller - Compass of Idaho <cmiller@compassidaho.org> <cmiller@compassidaho.org>; 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 <brooks@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>
Cc: Greg Goodman <goodmang@cityofnampa.us>
Subject: Vacation of Rear Easements and Variance for Rear Setback, 814 W Trine Loop, Don and Kendra Taylor

VAC0-009-2016 and VAR-00014-2016:

Don and Kendra Taylor, of 814 Trine Loop, are requesting Vacation of the 12 ft easement along a portion of the rear property line, and Vacation of the 10 ft easement along the remainder of the rear property line, for Lot 21, Block 3 of Trinity Hills Subdivision No. 3, within an RS-6 (Single Family Residential – 6000 sq ft minimum lot size) zoning district. The applicants have constructed a deck within that easement and are requesting the Vacation of Easements in order to retain their deck.

The deck is also constructed within the five (5) ft setback area and therefore a Variance to City of Nampa Zoning Ordinance, Section 10-8-6-D is also requested.

The applications are scheduled before the City Council as public hearing items on their September 19, 2016 Agenda. Please review and forward any comments to my attention, or Shellie Lopez at lopezs@cityofnampa.us, prior to September 9, 2016.

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](#)

NAMPA*Proud*



ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH · NAMPA, IDAHO 83651-4395
FAX # 208-463-0092

August 31, 2016

Phones: Area Code 208

Norman L. Holm
City of Nampa
411 3rd St.
Nampa, ID 83651

OFFICE: Nampa 466-7861
SHOP: Nampa 466-0663

RE: VAC09-16/ Trinity Hills Subdivision No. 3; 817 Trine Loop

Dear Norm:

Nampa & Meridian Irrigation District (NMID) has no comment on the request for vacation of easement, as we have no District owned or operated facilities in this area.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site, NMID must review drainage plans. The developer must comply with Idaho Code 31-3805.

Sincerely,

Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC/gnf

PC: Office/File

