

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NAMPA, IDAHO DETERMINING THAT CERTAIN LANDS, COMMONLY KNOWN AS 15918 STAR RD., NAMPA, IDAHO, (COUNTY PARCEL R3047700000) COMPRISING APPROXIMATELY 16.70 ACRES, MORE OR LESS, LAY CONTIGUOUS TO THE LIMITS OF THE CITY OF NAMPA, CANYON COUNTY, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED INTO THE CITY OF NAMPA, AND BE ZONED GB1 (GATEWAY BUSINESS); DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF NAMPA; DETERMINING THAT SAID ANNEXATION AND ZONING ARE IN THE BEST INTEREST OF THE PUBLIC AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF NAMPA, AND TO DESIGNATE SAID PROPERTY AS GB1 (GATEWAY BUSINESS) ON THE OFFICIAL ZONING MAP AND OTHER AREA MAPS OF THE CITY; PROVIDING FOR RECORDATION; PROVIDING FOR RECORDATION; SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE APPLICANT AND THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HERewith; AND, DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

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

SECTION 1. The Nampa City Council, upon the recommendation of the Nampa Planning & Zoning Commission and compliance with the public notice and hearing processes required by Idaho Code chapter 65, Title 67, and Nampa City Code § 10-03-08 and Chapter 2, Title 10, approved the annexation and zoning application in Case No. ANN 265-2022 at a public hearing held on April 3, 2023.

SECTION 2. It is hereby determined to be in the best interests of the public, and consistent with the Nampa Comprehensive Plan, that the following described property, which is contiguous to the City of Nampa, Canyon County, Idaho, commonly known as 15918 STAR RD., NAMPA, IDAHO, (COUNTY PARCEL R3047700000) comprising approximately 16.70 acres, more or less, should be annexed into the City of Nampa and be zoned GB1 (GATEWAY BUSINESS), to-wit:

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

Said property is also visually depicted in the drawing marked as **Exhibit “B”** attached hereto and made a part hereof by this reference.

SECTION 3. That the above-described property is hereby annexed into the corporate limits of the City of Nampa and zoned GB1 (GATEWAY BUSINESS). The aforementioned annexation and zoning is subject to the conditions of approval and the development agreement adopted by the City Council is its decision. The development agreement is hereby approved – see **Exhibit C** attached hereto and made a part hereof by reference.

SECTION 4. That the recordation of this ordinance shall be deemed for all intents and purposes as an amendment to the zoning ordinance and zoning map of the City of Nampa. The City Engineer and the Planning & Zoning Director of the City of Nampa, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Nampa, Idaho as lying within the city limits and zoned GB1 (GATEWAY BUSINESS).

SECTION 5. This ordinance shall be in full force and effect from and after its passage, approval, publication and recordation according to law.

SECTION 6. All ordinances, rules and regulations, and parts thereof, in conflict herewith are repealed. This ordinance is severable; should any portion hereof be determined to be unlawful the remainder shall remain in full force and effect to the fullest possible extent.

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

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, this ____ day of _____, 2023.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, this ____ day of _____, 2023.

Attest:

Mayor Debbie Kling

City Clerk

EXHIBIT A – Legal Description

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 17, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 7, 8, 17 and 18, T.3N., R.1W., B.M., from which the 1/4 corner common to said Sections 17 and 18, bears South 00°38'39" West, 2630.94 feet; thence on the west boundary line of said Section 17, South 00°38'39" West, 307.59 feet; thence South 89°05'50" East, 25.00 feet to the **POINT OF BEGINNING**;

thence continuing South 89°05'50" East, 1,365.27 feet to the centerline of the Rachel Drain;

thence on said centerline, South 06°33'59" East, 524.70 feet;

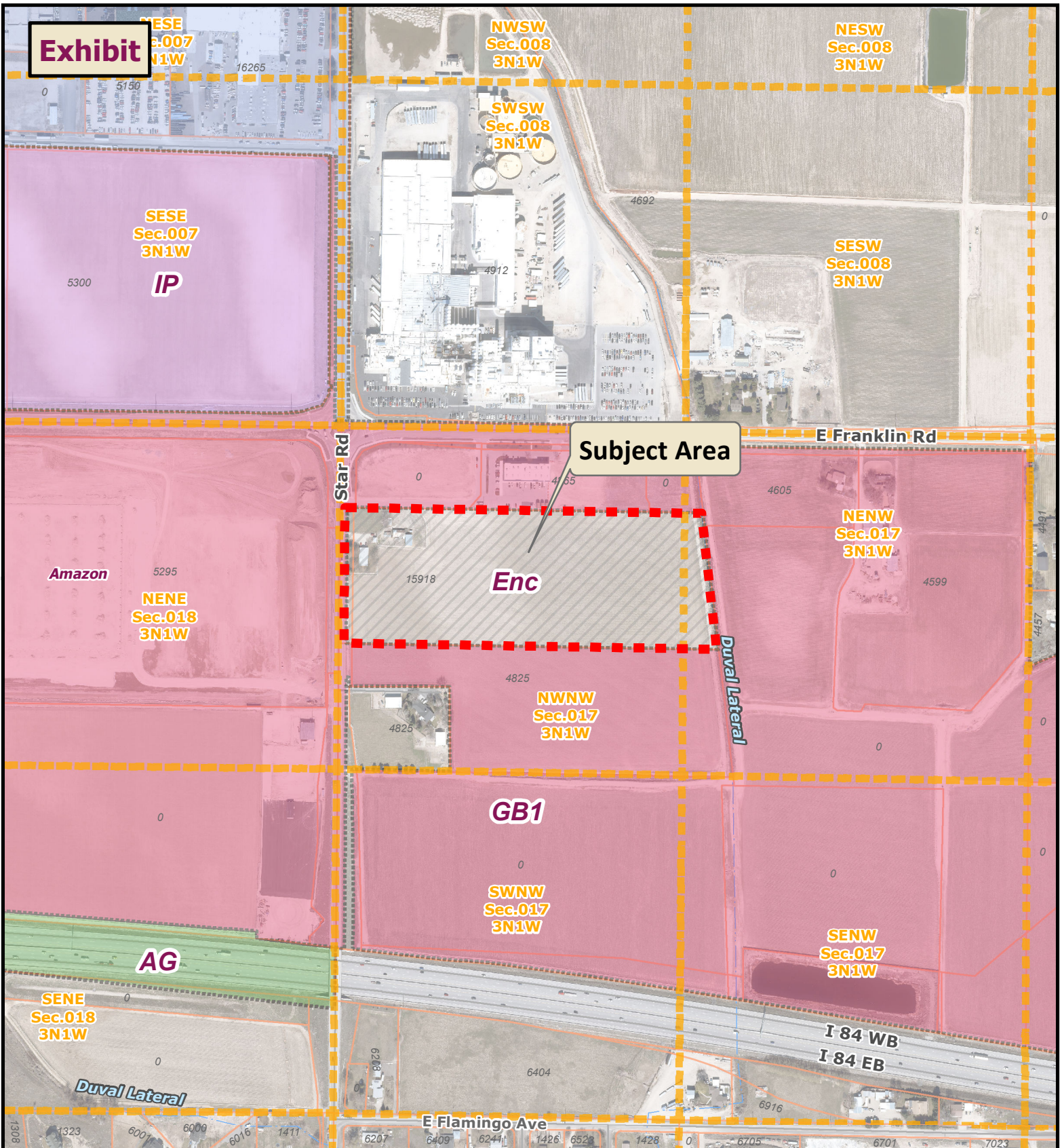
thence leaving said centerline, North 89°05'50" West, 1,431.13 feet to a line parallel with and 25.00 feet east of the west boundary line of said Section 17;

thence on said parallel line, North 00°38'39" East, 520.25 feet to the **POINT OF BEGINNING**.

Containing 16.70 acres, more or less.

EXHIBIT B – Exhibit/MAP

Exhibit



NAMPA Proud

15918 Star Rd Annexation

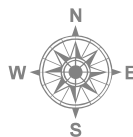
Annexation & Zoning to GB1 (Gateway Business)
for 5 mixed-use commercial buildings

ANN-00265-2022

6/15/2023

For illustrative purposes only.

Visit Planning & Zoning
at cityofnampa.us
for more info.



0 125 250 375 500 Feet

	Subject Area		DV		RD_PUD		RS12
	County Parcels		Enc		RMH		RS12_PUD
	PLSS		GB1		RML		RS15
	Zoning		GB2		RML_PUD		RS15_PUD
	AG		IH		RP		RS18
	BC		IL		RP_PUD		RS18_PUD
	BC_PUD		IL_PUD		RS6		RS22
	BF		IL_RS		RS6_PUD		RS22_PUD
	BN		IP		RS7		U
	BN_PUD		IP_RS		RS7_PUD		UnZoned
	DB		RA		RS8.5		
	DH		RD		RS8.5_PUD		

EXHIBIT C – Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into this ____ day of _____, 2023 (the “**Effective Date**”), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the “**City**,” and BPS Nampa MC LLC, a Colorado limited liability company, hereinafter referred to as “**Owner/Developer**.”

RECITALS

- A. Owner/Developer is the owner of approximately 16.71 acres of real property legally described in **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”).
- B. Owner/Developer applied to City on 12/23/22 (the “**date of application**”) for annexation and initial zoning of the Property from A (Agricultural) within unincorporated Canyon County to GB1 (Gateway Business) within the City in anticipation of the eventual use of the Property for a mixed-use commercial/industrial project (the “**Project**”). The conceptual Site Plan approved by the City and which is to be substantially complied with by the Parties is attached hereto as **Exhibit “B”** and made part hereof.
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.
- D. City’s Planning and Zoning Commission and City’s City Council have held public hearings as prescribed by law with respect to the annexation, zoning and development of the Property and this Agreement. City has approved the requested rezone of the Property from A (Agricultural) in Canyon County to GB1 (Gateway Business) subject to the terms and commitments contained in this Agreement.

AGREEMENT

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

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

3. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the conditions of approval attached hereto as **Exhibit "C"**, and by this reference incorporated herein.
4. Other than as specifically provided herein, this Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5 (D) or successor provisions.
5. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.
6. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is file. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.
7. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.
8. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
9. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their applicable successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.
10. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be

granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

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

12. If the Property subject to this Development Agreement consists of multiple parcels or is subsequently divided and any parcel(s) which are a portion of the original subject property are sold to different parties then this Development Agreement may be modified in whole or in part or terminated as to a specific parcel or parcels upon compliance with the notice and public hearing requirements specified in this Development Agreement, applicable city ordinance and state code without the requirement that the owner(s) of any of the other parcels which were part of the original Property agree to or be party to such amendment or termination of this Development Agreement.

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

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

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

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

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

14. This Development Agreement may be subsequently modified or terminated as to any specific portion(s) of the Property without the requirement that any of the owners of the other portions of the original Property consent to or be party to such modification or termination. Any action to terminate or modify this Development Agreement as to a specific portion(s) of the Property may only be taken following compliance with the notice and public hearing requirements specified in this Development Agreement and applicable city ordinance and state code. Any modification or termination of this Development Agreement made pursuant to this Section 14 shall be recorded against the specific applicable portion(s) of the Property.

[end of text; counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE

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

OWNER/DEVELOPER
BPS NAMPA MC LLC, a Colorado limited liability company

By: JRMR Baron Manager LLC, a Colorado limited liability company, its Manager

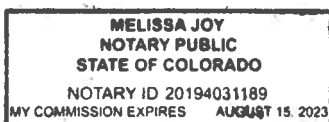
By: 
J. Jeffrey Riggs, Manager


Colorado
STATE OF ~~IDAHO~~)
Denver) ss.
County of ~~Canyon~~)

On this 19 day of June, in the year of 2023 before me,
Melissa Joy, personally appeared J. Jeffrey Riggs, identified to me, to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

SEAL




Notary Public for State of ~~Idaho~~ Colorado
Residing at 1152 S. Ins St Lakewood CO 80032
Commission Expires: August 15, 2023

COUNTERPART SIGNATURE PAGE

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

CITY OF NAMPA

Debbie Kling, Mayor

Attest: City Clerk

STATE OF IDAHO)
) ss.
County of Canyon)

On this ____ day of _____, in the year of 2023 before me _____, personally appeared Debbie Kling, known or identified to me, to be the Mayor of the City of Nampa, whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Nampa.

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

SEAL

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

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

Description for
Annexation
December 21, 2022

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 17, Township 3 North, Range 1 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 7, 8, 17 and 18, T.3N., R.1W., B.M., from which the 1/4 corner common to said Sections 17 and 18, bears South 00°38'39" West, 2630.94 feet; thence on the west boundary line of said Section 17, South 00°38'39" West, 307.59 feet; thence South 89°05'50" East, 25.00 feet to the **POINT OF BEGINNING**;

thence continuing South 89°05'50" East, 1,365.27 feet to the centerline of the Rachel Drain;

thence on said centerline, South 06°33'59" East, 524.70 feet;

thence leaving said centerline, North 89°05'50" West, 1,431.13 feet to a line parallel with and 25.00 feet east of the west boundary line of said Section 17;

thence on said parallel line, North 00°38'39" East, 520.25 feet to the **POINT OF BEGINNING**.

Containing 16.70 acres, more or less.

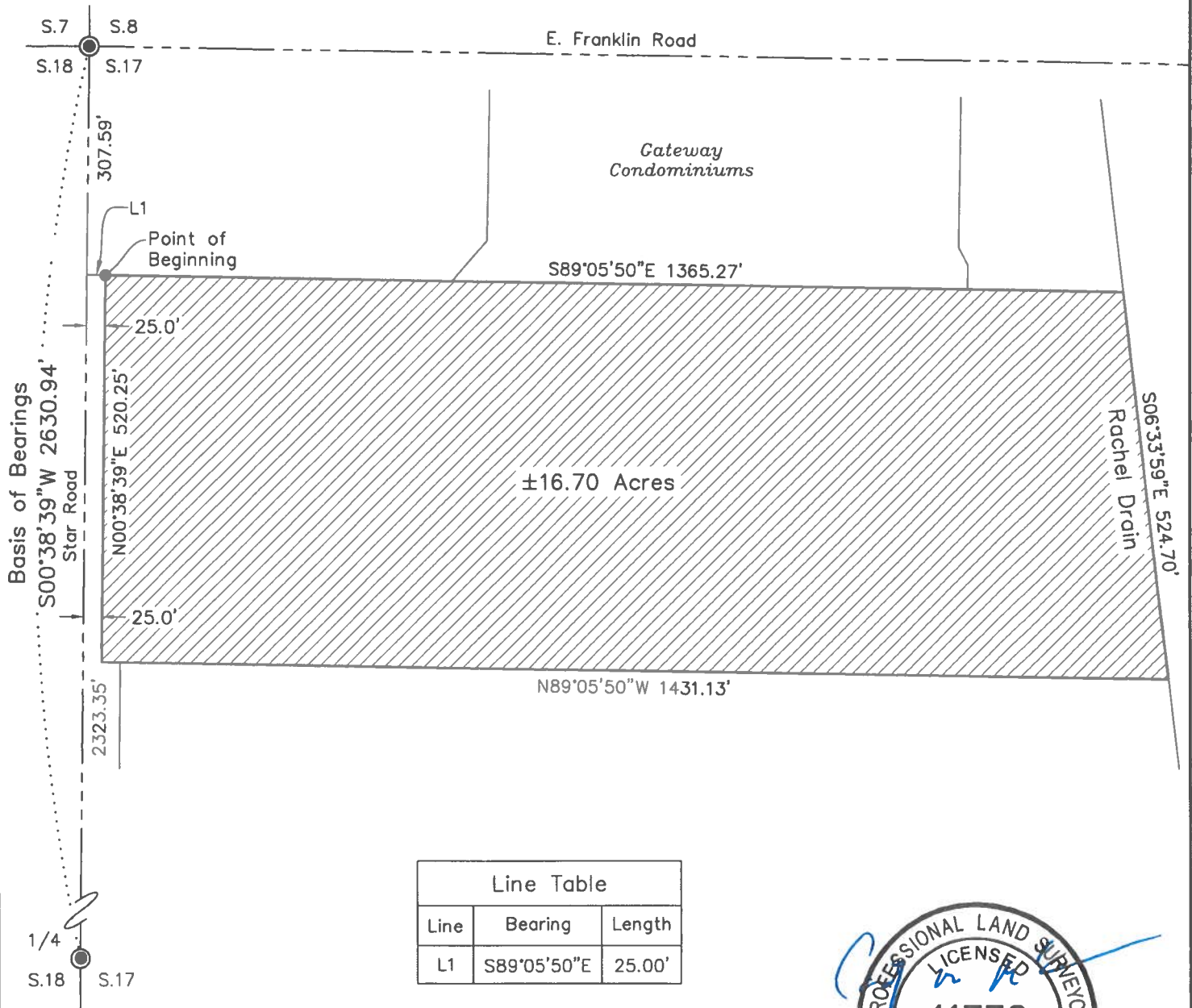
End of Description.





Scale: 1"=200'

0 50 100 200 400



Line Table		
Line	Bearing	Length
L1	S89°05'50\"E	25.00'



P:\15918 Star Rd 21 539\dwg\Annexation Lx.dwg 12/21/2022 6:57:26 PM



**IDAHO
SURVEY
GROUP, LLC**

9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit Drawing for Annexation

A parcel of land located in the NW1/4 of the NW1/4 of
Section 17, T.3N., R.1W., B.M., Canyon County, Idaho.

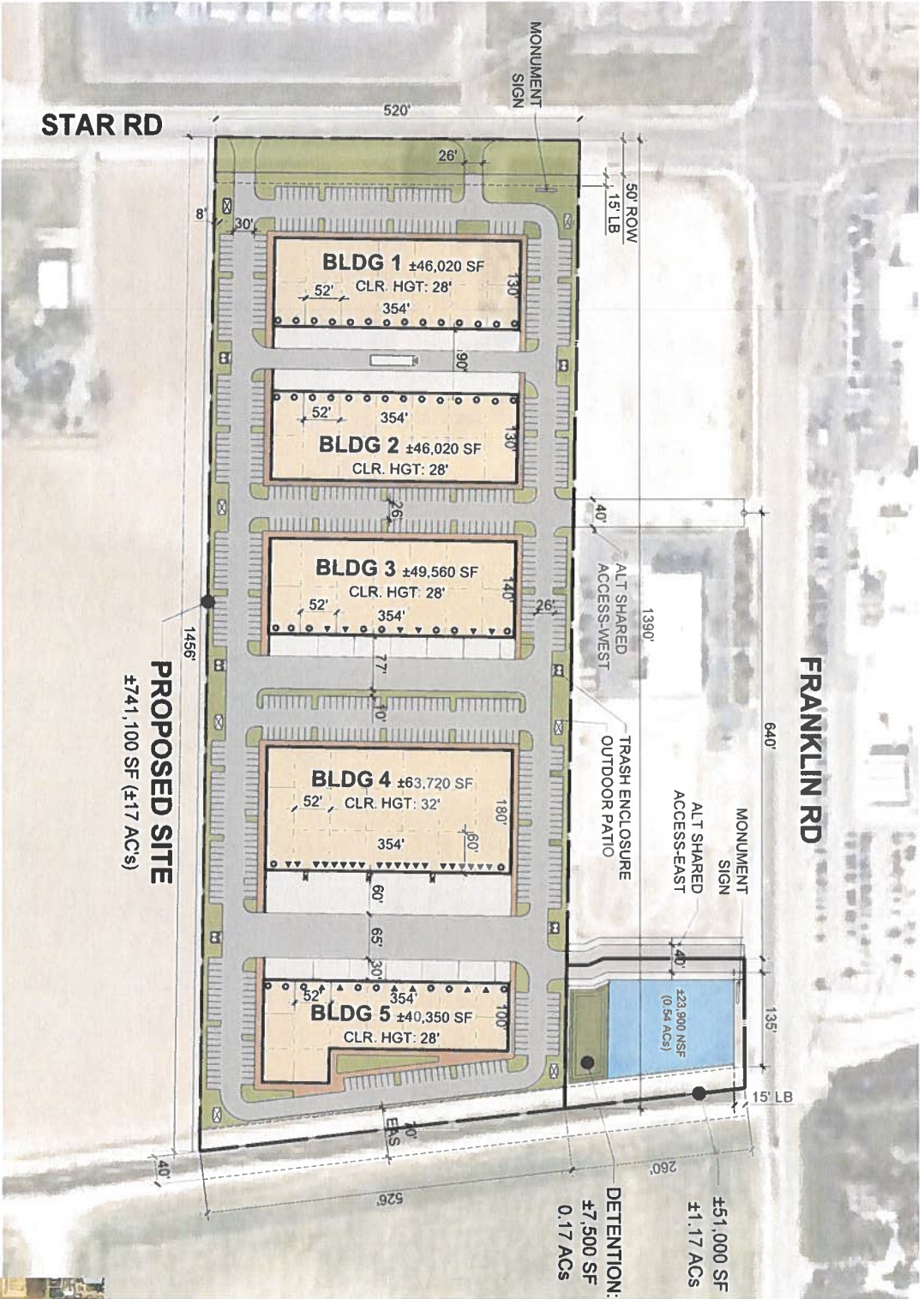
Job No.
21-539

Sheet No.
1

Dwg. Date
12/21/2022

EXHIBIT “B”

SITE PLAN and ELEVATIONS



Scheme 18

Conceptual Site Plan

NAMPA FRANKLIN RD
NAMPA, ID



WARE MALCOMB

06-22-2013
13724000

SHEET
1



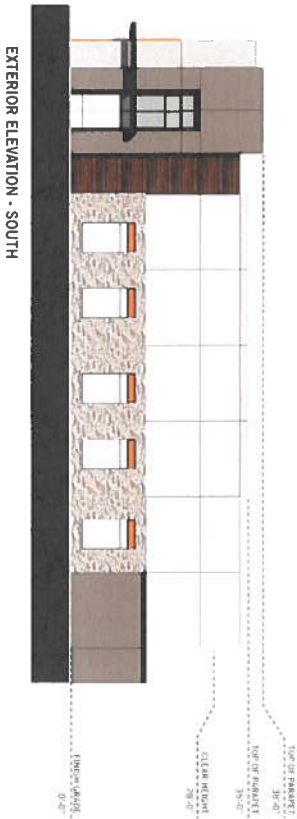
BARON PROPERTIES

This conceptual design is based upon a preliminary review of entitlement requirements and an unexcited, and possibly inaccurate, site, and/or building information, and is intended merely to assist in exploring how the project might be developed. Site use shown is for illustrative purposes only and does not constitute a project or intended compliance. All other shown are for representative purposes only. Not to be used for actual design or construction.

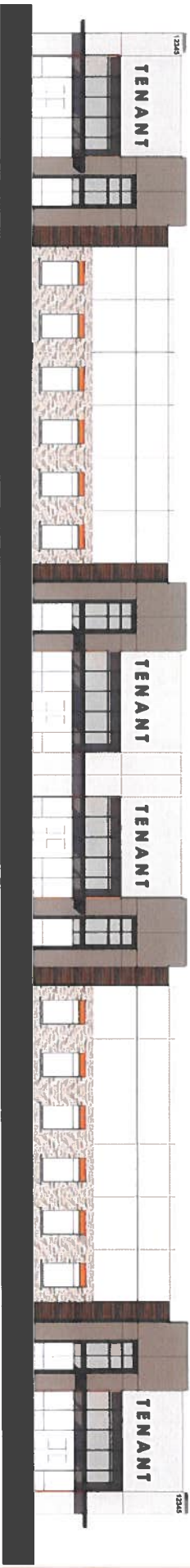
BUILDING 2 - CORNERSHOT
BOISE LITE INDUSTRIAL
NAMP, ID - DEN22-010-3-00

WARE MALCOMB

09.19.2022

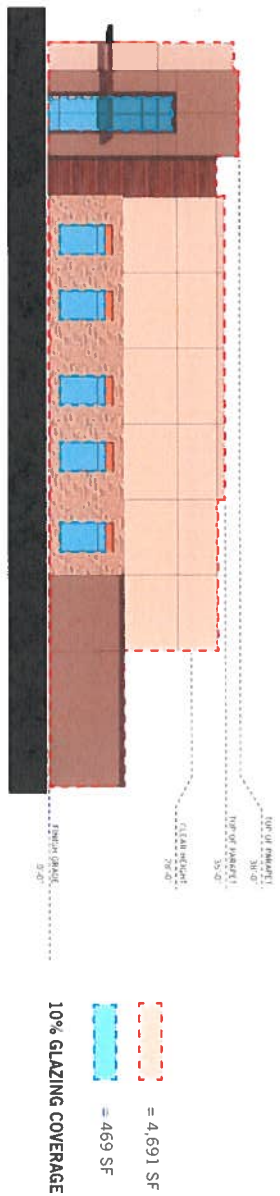


EXTERIOR ELEVATION - SOUTH

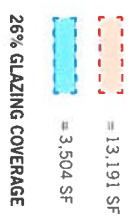


EXTERIOR ELEVATION - WEST

EXTERIOR ELEVATION - SOUTH



EXTERIOR ELEVATION - WEST



This conceptual design is based upon a preliminary review of entitlement requirements and on university, and possibly engineering, site audit building information, and is intended merely to assist in evaluating how the project might be implemented. Sitegraze shows 16 (21 illustrations) structures only and does not necessarily reflect a "final" conceptual design. All color schemes are for representative purposes only. Refer to actual compliance for actual color verification.

EXHIBIT “C”

CONDITIONS OF APPROVAL

1. Any onsite wells shall be abandoned and/or removed in accordance with Local and State regulations at the time of property development/redevelopment and prior to connection to City services.
2. Property shall be annexed in the Nampa Municipal Irrigation District at the time of connection to pressure irrigation and prior to being served by the City’s pressure irrigation system. Applicant/ Owner shall provide documentation to the Nampa Engineering Division verifying water rights for the full parcel.
3. Applicant/Owner shall comply with all City Codes, Policies, and Standards in place at the time of property development/redevelopment.
4. Applicant/Owner shall dedicate the follow public road right-of-way as a condition of annexation: • Star Road – 50’ from the Section Line.
5. Developer shall address all project triggered mitigation measures identified in the final approved Traffic Impact Study including:
 - a. Robinson/Flamingo – i. Convert to stop control with southbound left-turn and northbound right-turn.
 - b. Star Road
 - i. Center turn lane across project frontage
 - ii. Right-turn lane at accesses or additional through lane across the project frontage
6. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).
7. Structures greater than 30-feet in height will require aerial fire access roadways. These roadways shall be a minimum of 26-feet in width and located at least 15-feet but no more than 30-feet from the building. (IFC D105)
8. Fire apparatus access roads shall extend to within 150 feet of all portions of the exterior walls of the first story of a building measured by an approved route around the exterior of the building or facility. (IFC 503.1.1)
9. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1)
10. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. (IFC 503.2.4)
11. Fire apparatus access roads shall have an approved driving surface of asphalt, concrete or other approved driving surface and can support the imposed load of fire apparatus weighing at least 75,000 pounds. (IFC D102.1)
12. For streets having a width less than 33 feet back of curb to back of curb parking shall be restricted on one side; for streets having a width less than 27 feet back of curb to back of curb parking shall be restricted on both sides. A note on the face of the final plat is required noting the parking restriction prior to signing of the final plat. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC. (IFC 503.8)
13. Access gates shall comply with requirements of the IFC. If gates are electronically operated, they shall be equipped with an automatic opening mechanism activated by the Opticom system. Manual gates shall be secured with a Knox brand padlock (IFC 503.6, D103.5).
14. Applicant shall follow the design review process and shall obtain approval for designs that substantially comply with the site plan and elevations in this agreement.