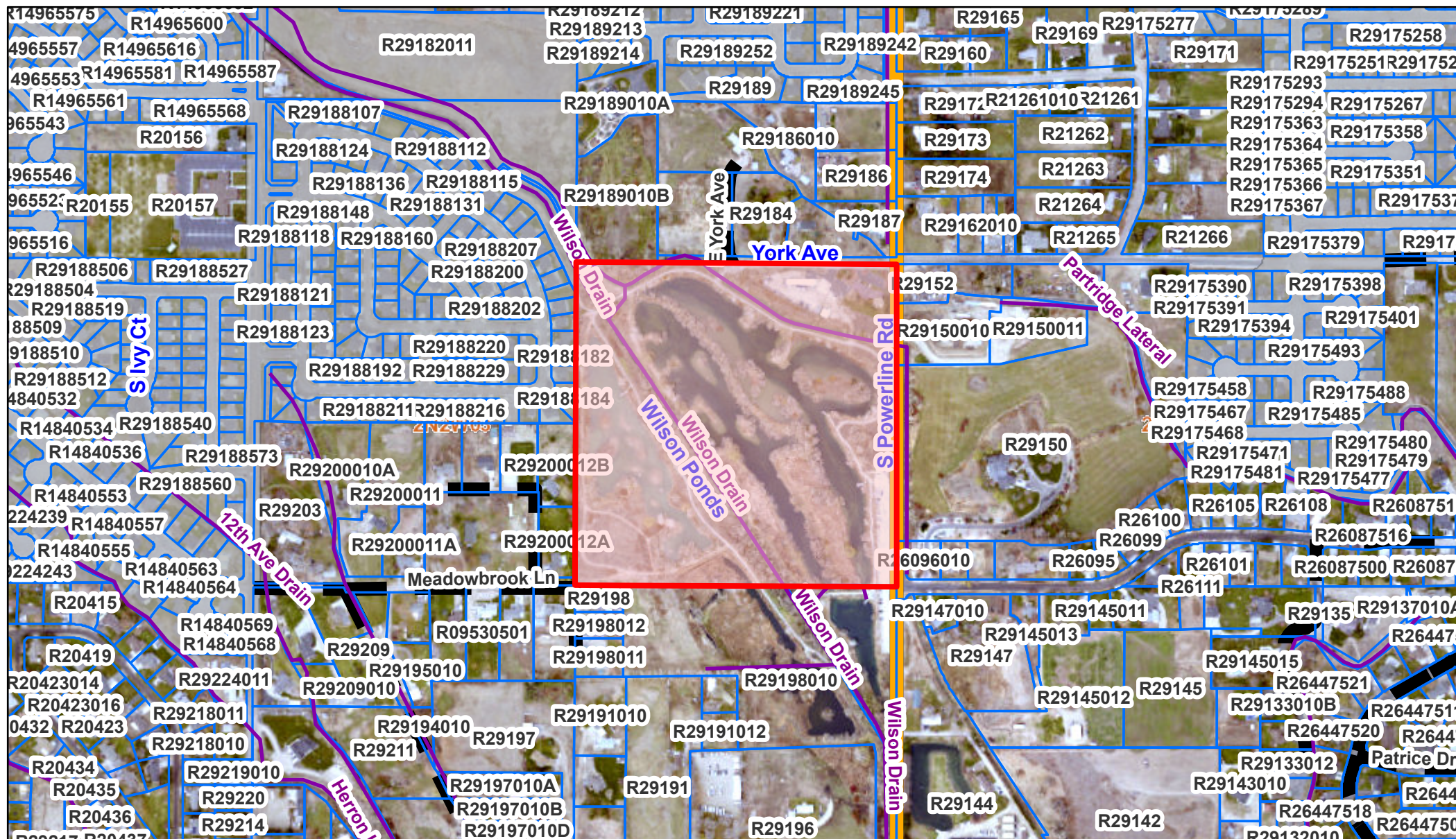
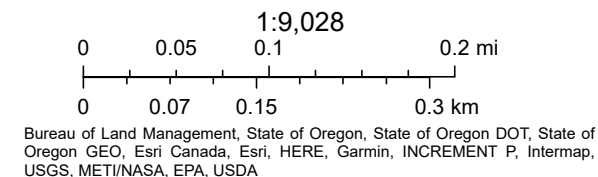
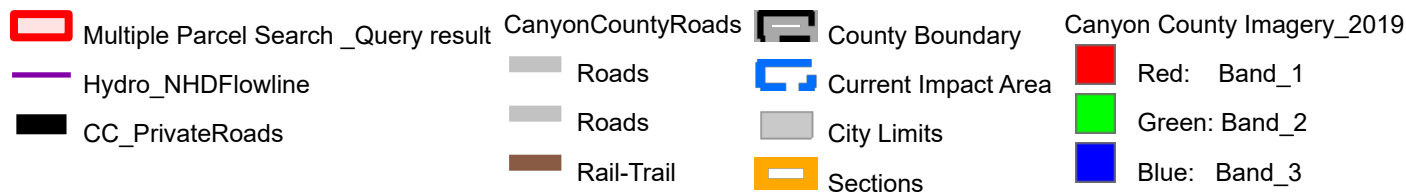


Canyon County, ID Web Map



2/28/2023, 12:04:03 PM



MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx

Phone: 208-454-7458

Fax: 208-454-6633



| | | | | |
|---|--|---|----------------------------|--|
| PROPERTY OWNER | OWNER NAME: | | | |
| | MAILING ADDRESS: | | | |
| | PHONE: | | EMAIL: | |
| I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign. | | | | |
| Signature: <u>Heather Reynolds</u> Date: <u>12/7/22</u> | | | | |
| (AGENT) ARCHITECT ENGINEER BUILDER | CONTACT NAME: | Terri Lindenberg / <u>Debbie Maxwell</u> | | |
| | COMPANY NAME: | Treasure Valley Transit, Inc. | | |
| | MAILING ADDRESS: | 1136 W. Finch Drive Nampa, ID 83651 | | |
| | PHONE: | 208-463-9111 | EMAIL: | <u>debbie</u> terri@treasurevalleytransit.com |
| SITE INFO | STREET ADDRESS: 3101 S. Powerline Road | | | |
| | PARCEL #: R29190000-0 | | LOT SIZE/AREA: 3.22 acres | |
| | LOT: | BLOCK: | SUBDIVISION: See exhibit A | |
| | QUARTER: <u>SOUTH EAST</u> | | SECTION: <u>3</u> | TOWNSHIP: <u>2 NORTH</u> RANGE: <u>2 WEST</u> |
| | ZONING DISTRICT: RR | | FLOODZONE (YES/NO): No | |
| HEARING LEVEL APPS | <input checked="" type="checkbox"/> CONDITIONAL USE | <input type="checkbox"/> COMP PLAN AMENDMENT | | <input type="checkbox"/> CONDITIONAL REZONE |
| | <input type="checkbox"/> ZONING AMENDMENT (REZONE) | <input type="checkbox"/> DEV. AGREEMENT MODIFICATION | | <input type="checkbox"/> VARIANCE > 33% |
| | <input type="checkbox"/> MINOR REPLAT | <input type="checkbox"/> VACATION | | <input type="checkbox"/> APPEAL |
| | <input type="checkbox"/> SHORT PLAT SUBDIVISION | <input type="checkbox"/> PRELIMINARY PLAT SUBDIVISION | | <input type="checkbox"/> FINAL PLAT SUBDIVISION |
| DIRECTORS DECISION APPS | <input type="checkbox"/> ADMINISTRATIVE LAND DIVISION | <input type="checkbox"/> EASEMENT REDUCTION | | <input checked="" type="checkbox"/> SIGN PERMIT |
| | <input type="checkbox"/> PROPERTY BOUNDARY ADJUSTMENT | <input type="checkbox"/> HOME BUSINESS | | <input type="checkbox"/> VARIANCE 33% > |
| | <input type="checkbox"/> PRIVATE ROAD NAME | <input type="checkbox"/> TEMPORARY USE | | <input type="checkbox"/> DAY CARE |
| | <input type="checkbox"/> OTHER <u>conditional use permit</u> | | | |
| | | | | |
| CASE NUMBER: <u>CU2022-0045</u> | | DATE RECEIVED: <u>12/28/22</u> | | |
| RECEIVED BY: <u>Maddy Vander Veen</u> | | APPLICATION FEE: \$950 <input checked="" type="checkbox"/> MO <input type="checkbox"/> CC <input type="checkbox"/> CASH | | |

Original F&G CU = CU2002-467 in ONBase
Land Division = AD2021-0077 ^{Wilson Ponds} ① 36.63 ^{(2) 3.22 acres} (OFFICE)

Revised 1/3/21

**CONDITIONAL USE PERMIT NARRATIVE
TREASURE VALLEY TRANSIT, INC.**

Treasure Valley Transit, Inc. (TVT) is a private nonprofit "rural" public transportation company serving Canyon County since 1992. We provide non-emergency medical transportation to the developmentally disabled, dialysis patients, seniors and Medicaid clients needing access to developmental workshops and medical appointments. TVT provides approximately 35,000 rides annually in Canyon County. We have sixteen local employees including six office staff and ten drivers. In addition to our Canyon County service, we operate three other rural transportation programs in the Idaho Transportation Department's (ITD) District 3 for Elmore, Payette and Valley Counties. TVT also administers grant funding through ITD for twelve senior centers throughout the District.

TVT's current location is at 1136 West Finch Drive in Nampa on a .7 acre lot that was purchased in 2006. We have outgrown this facility, which does not accommodate employee parking. Lowes Home Improvement on Nampa Caldwell Blvd. allows our employees to park their private vehicles in their back lot, which borders our Nampa property. TVT's current office building does not allow for an adequate number of private offices, receptionist and lobby, a large enough dispatch center for two or three employees, a conference room for Board of Director meetings or a training room for employees. There is no room for a driver lounge. TVT currently schedules conference rooms at local hotels for quarterly safety meetings, driver training or when available the Nampa City Library. TVT's search for a new facility has been challenging as we follow federal procurement guidelines and the time line involved does not work in our favor when looking to purchase private property.

The 3101 S Powerline Road in Nampa property was formerly the Idaho Fish and Game offices for 20+ employees with employee parking, three small steel storage sheds, a small shop and larger steel frame building with four open bays. The property is in good condition with no changes needed. There is a fenced in area around the large steel framed building and one of the smaller out buildings. This will allow for secured parking for the company vehicles. This property meets TVT's needs for office space as noted above, employee parking and company vehicle parking.

TVT contracts for fleet maintenance of the vehicles off site so there will be no hazardous waste material stored or used on the property. The exterior of the vehicles are washed off site so there will be no cleaning chemicals going into the ground. The small shop is a good space to store bus bench pieces and put together the benches that are used in our Payette and Elmore County locations. It can also house our trash and recycle bins. The three other sheds will store records, canopy tent, tables and chairs for our resource booth at local events, Christmas and seasonal decorations, driver uniforms and vehicle supplies such as headlights, windshield wipers, emergency triangles, first aid kits, brooms, cleaning supplies for inside the vehicle such as Windex, disinfectant spray for seats, etc.

This property in its existing condition for employee and company vehicle parking is ideal. The employee parking area is paved and marked and meets ADA requirements.

TVT company vehicles need to be in a fenced and lighted area for safety and security purposes and this is an existing condition on the property. The van parking will be in the four open bays and the buses directly behind the building in designated parking spaces. This will not change the character of the area, be injurious or cause a negative impact to the immediate vicinity. TVT is smaller in the number of employees in comparison to Idaho Fish and Game. TVT is only parking vehicles versus a backhoe, pickup trucks, trailers, boats and other materials in the open bays. Exhibit A: TVT Site Plan and photo of Idaho Fish and Game usage for comparison.

Treasure Valley Transit staff had a Teams meeting on December 7, 2022 with the City of Nampa Planning and Zoning Director, Rodney Ashby; Economic Development Director, Robyn Sellers and Cliff Long. Terri Lindenberg, Executive Director of Treasure Valley Transit requested this meeting as an informational gathering session for TVT's application for a Conditional Use Permit from Canyon County. Mr. Ashby noted that in the City of Nampa's Comprehensive Plan the property was part of the 40-acre parcel, which included the Wilson Ponds classification as a park. This would require an amendment to the Comprehensive Plan and an upcoming workshop will address the potential for the amendment change.

Terri Lindenberg contacted Greg Curtis of the Nampa and Meridian Irrigation District. She informed him of the Conditional Use Permit application in process and wanted to state that TVT recognized the 60-foot (30 feet from centerline on both sides) easements associated with the Bray and Partridge Laterals as well as the pump house on the property. TVT was not proposing to make any encroachments or changes to the existing property.

Terri Lindenberg contacted Eddy Thiel, Right of Way Technician for the Nampa Highway District regarding the Conditional Use Permit application. He asked questions about the number of employees and company vehicles using the roadway each day. He asked if there would be any changes to the points of access on York Avenue. Terri answered Mr. Thiel's questions and stated there would be no changes to the points of access. He did not see any problem with TVT that would involve the Nampa Highway District.

Idaho Fish and Game had acquired a Conditional Use Permit for the 3101 S Powerline property to allow for the construction of a regional office facility on approximately forty (40) acres in an R-R (rural Residential Zone). Idaho Fish and Game split 3.22 acres off the forty-acre parcel. The 3.22-acre parcel includes the regional office building that TVT will use for our regional office. The Conditional Use Permit will continue the same usage for the property without any changes to the existing property as noted above.

Treasure Valley Transit will maintain the office building, outbuildings, employee and company vehicle parking and the property grounds to the highest standard of care. It is a beautiful and tranquil property that would allow our employee's access to the Wilson Ponds walking paths during their breaks as they serve the residents of Canyon County.

LAND USE WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



LAND USE WORKSHEET

Required for Conditional Use Permit, Comprehensive Plan and Zoning Ordinance Amendment Applications

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

- 1. DOMESTIC WATER:** ☒ Individual Domestic Well ☐ Centralized Public Water System ☐ City
☐ N/A – Explain why this is not applicable: _____
☐ How many Individual Domestic Wells are proposed? They are existing

- 2. SEWER (Wastewater)** ☒ Individual Septic ☐ Centralized Sewer system
☐ N/A – Explain why this is not applicable: _____

3. IRRIGATION WATER PROVIDED VIA:

- ☐ Surface ☒ Irrigation Well ☐ None

4. IF IRRIGATED, PROPOSED IRRIGATION:

- ☒ Pressurized ☐ Gravity Existing

5. ACCESS:

- ☒ Frontage ☐ Easement Easement width _____ Inst. # _____

6. INTERNAL ROADS:

- ☐ Public ☒ Private Road User's Maintenance Agreement Inst # _____

7. FENCING

- ☐ Fencing will be provided (Please show location on site plan)

Type: Existing chain link Height: 7'

8. STORMWATER:

- ☐ Retained on site ☐ Swales ☐ Ponds ☐ Borrow Ditches

☐ Other: Existing

9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY: (i.e. creeks, ditches, canals, lake)

Bray Lateral

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

- ☐ Residential _____ ☐ Commercial _____ ☐ Industrial _____
☐ Common _____ ☐ Non-Buildable _____

2. FIRE SUPPRESSION:

- ☐ Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

- ☐ Sidewalks ☐ Curbs ☐ Gutters ☐ Street Lights ☐ None

NON-RESIDENTIAL USES

1. SPECIFIC USE: Public Transportation Company

2. DAYS AND HOURS OF OPERATION:

- ☒ Monday 6:00 am to 6:00 pm
☒ Tuesday 6:00 am to 6:00 pm
☒ Wednesday 6:00 am to 6:00 pm
☒ Thursday 6:00 am to 6:00 pm
☒ Friday 6:00 am to 6:00 pm
☐ Saturday _____ to _____
☐ Sunday _____ to _____

3. WILL YOU HAVE EMPLOYEES? ☒ Yes If so, how many? 16 ☐ No

4. WILL YOU HAVE A SIGN? ☒ Yes ☐ No ☐ Lighted ☒ Non-Lighted

Height: 6'2" ft Width: 8' ft Height above ground: 3' ft

What type of sign: _____ Wall ☒ Freestanding _____ Other _____

5. PARKING AND LOADING:

How many parking spaces? 19

Is there is a loading or unloading area? No

ANIMAL CARE RELATED USES

1. MAXIMUM NUMBER OF ANIMALS: _____

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION?

☐ Building ☐ Kennel ☐ Individual Housing ☐ Other _____

3. HOW DO YOU PROPOSE TO MITIGATE NOISE?

☐ Building ☐ Enclosure ☐ Barrier/Berm ☐ Bark Collars

4. ANIMAL WASTE DISPOSAL

☐ Individual Domestic Septic System ☐ Animal Waste Only Septic System

☐ Other: _____

Exhibit A

TVT Site Plan

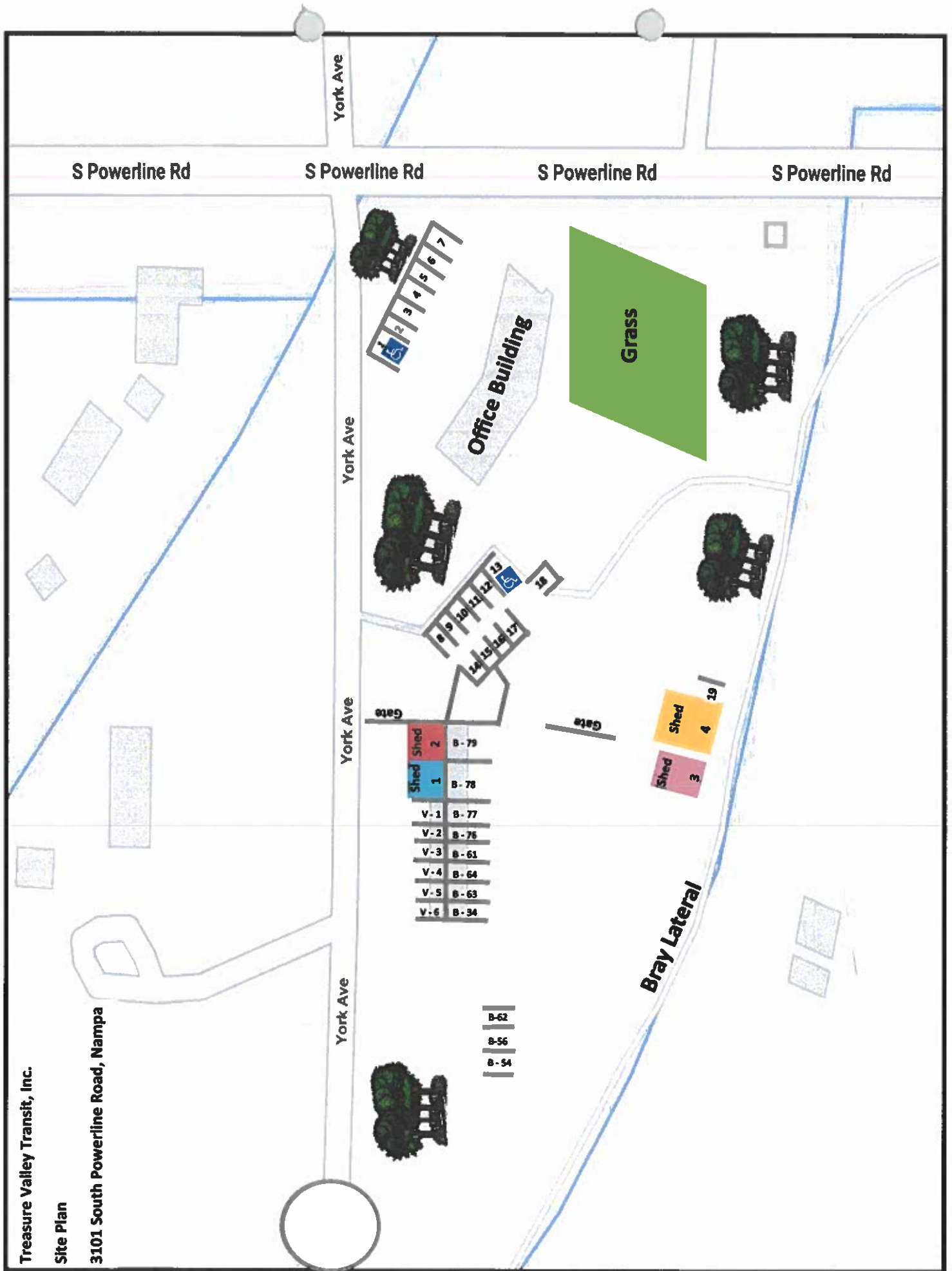
Aerial View of 3101 S. Powerline Road

Photographs of Idaho Fish and Game Usage of Property

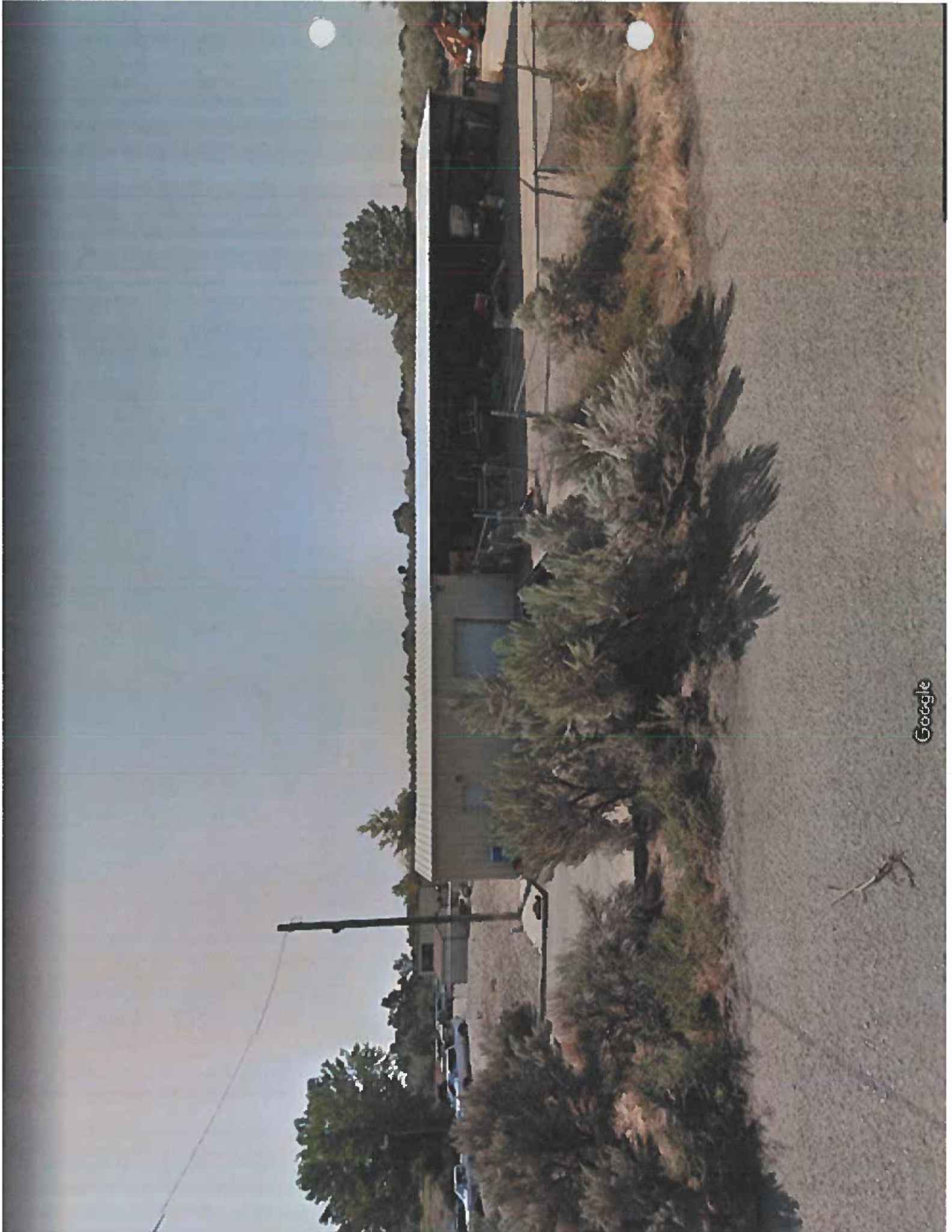
Treasure Valley Transit, Inc.

Site Plan

3101 South Powerline Road, Nampa









NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx

Phone: 208-454-7458

Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

| | | |
|--|-----------------------|----------------------|
| Site Address: 3101 S. Powerline Road | Parcel Number: | |
| City: NAMPA | State: IDAHO | ZIP Code: 83686 |
| Notices Mailed Date: 11/18/2022 | Number of Acres: 3.22 | Current Zoning: R.R. |
| Description of the Request: SEEKING A CONDITIONAL USE PERMIT | | |

APPLICANT / REPRESENTATIVE INFORMATION

| | | |
|---|--------------------|-----------------|
| Contact Name: TERRI LINDENBERG | | |
| Company Name: TREASURE VALLEY TRANSIT, INC. | | |
| Current address: 1136 W. FINCH DRIVE | | |
| City: NAMPA | State: IDAHO | ZIP Code: 83651 |
| Phone: 208-463-9111 | Cell: 208-761-4180 | Fax: |
| Email: terri@treasurevalleytransit.com | | |

MEETING INFORMATION

| DATE OF MEETING: 12/12/2022 | MEETING LOCATION: NAMPA PUBLIC LIBRARY | |
|-----------------------------|--|---|
| MEETING START TIME: 5:30 pm | MEETING END TIME: | |
| ATTENDEES: | | |
| NAME (PLEASE PRINT) | SIGNATURE: | ADDRESS: |
| 1. TERRI LINDENBERG | <i>TERRI LINDENBERG</i> | 1136 W. FINCH DR. NAMPA, IDAHO 83651 |
| 2. Miranda Murray | <i>Miranda Murray</i> | 1136 W. Finch Dr. Nampa, Idaho 83651 |
| 3. MARK MCFALE | <i>Mark McFale</i> | 1000 N. FRANKLIN BLVD. |
| 4. Darci Logan | <i>Darci Logan</i> | 1136 W Finch Dr Nampa Idaho 83651 |
| 5. Debbie Maxwell | <i>Debbie Maxwell</i> | 2021 EXPLORE PL Nampa ID 83686 |
| 6. Karin Myers | <i>Karin Myers</i> | 1620 E. Purple Mustard 83686 |
| 7. Barbara Watkins | <i>Barbara Watkins</i> | 1506 Primrose |
| 8. Jessica Watkins | <i>Jessica Watkins</i> | 1516 Primrose Dr. 83686 |
| 9. Doug Critchfield | <i>Doug Critchfield</i> | 500 12th Ave N, Nampa 83651 |

10. Pennis Davidson (Dennis Davidson) 1066 Meadowbrook Ln
Nampa, ID
11.

| |
|-----|
| 12. |
| 13. |
| 14. |
| 15. |
| 16. |
| 17. |
| 18. |
| 19. |
| 20. |

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

TERRI LINDENBERG

APPLICANT/REPRESENTATIVE (Signature): Terri Lindenberg

DATE: 12 / 12 / 2022



Treasure Valley Transit

NOTICE OF NEIGHBORHOOD MEETING CONDITIONAL USE PERMIT PRE-APPLICATION REQUIREMENT FOR A PUBLIC HEARING

November 18, 2022

Dear Neighbor,

Treasure Valley Transit, Inc., a private non-profit company that provides non-emergency medical transportation in Canyon County and is in the process of submitting an application for a Conditional Use Permit to Canyon County Development Services (DSD). One of the requirements necessary prior to submitting the application is to hold a “neighborhood meeting” and provide information to our surrounding neighbors (Canyon County Zoning Ordinance § 07-01-15).

This meeting is for informational purposes and to receive feedback from you as we move through the application process. This is not a Public Hearing before a governing body of the County. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the scheduled date you will receive an official notification from Canyon County DSD regarding the Public Hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional Use Permit is applied.

The Neighborhood Meeting details are as follows:

Date: December 12, 2022

Time: 5:30pm-7:00pm

Location: 215 12th Avenue South, Nampa Idaho 83651

Property description: Nampa Public Library

The project is summarized below:

Site Location: 3101 S. Powerline Road, Nampa, Canyon County, Idaho 83686

Proposed Use: Administrative Offices, Employee and Company Vehicle Parking

Total acreage: 3.22

Treasure Valley Transit, Inc. has served Canyon County since 1992. Our hours of operation are Monday through Friday from 6:00am until 6:00pm. We operate in three other counties (Elmore, Payette and Valley) in the Idaho Transportation Department’s District 3. To learn more about TVT please visit treasurevalleytransit.com.

We look forward to the neighborhood meeting and encourage you to attend. At that time, we will answer any questions you may have.

Please do not call Canyon County Development Services regarding this meeting. This is a PRE-APPLICATION requirement and we have not submitted the application for consideration at this time. The County currently has no information on this project.

If you have any questions prior to the meeting please contact me at 208-463-9111 or by email terri@treasurevalleytransit.com.

Sincerely,

A handwritten signature in black ink that reads "Terri Lindenberg". The signature is fluid and cursive, with the first name "Terri" and last name "Lindenberg" clearly distinguishable.

Terri Lindenberg
Executive Director
1136 W Finch Drive
Nampa, Idaho 83651

| PARCEL_NO | OwnerName | Address | City | State | ZipCode |
|------------|--|--------------------------|-----------|-------|------------|
| R29191010 | ARMSTRONG JAMES AND GWENNETH IRREVOCABLE TRUST | 1122 E LOCUST LN | NAMPA | ID | 83686 |
| R29149 | TREVINO MARIO Sr | 1709 YORK AVE | NAMPA | ID | 83687 |
| R29186011 | AMEN JEANNIE ROCHELLE | 2915 S POWERLINE RD | NAMPA | ID | 83686 |
| R29200012D | WENNERSTEN LEIF | 3314 S ANSLEY PL | NAMPA | ID | 83686 |
| R29188224 | GONZALEZ MARTHA BRAVO | 1107 E GRAND HAVEN ST | NAMPA | ID | 83686 |
| R29188206 | AUCK RAYMOND A JR | 1129 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188219 | CORREA JASON J | 1017 E GRAND HAVEN ST | NAMPA | ID | 83686 |
| R29188198 | SECCOMBE RICHARD L | 254 CAMINO TOLUCA | CAMARILLO | CA | 93010 |
| R29186 | AMEN NADELLE J | 2929 S POWERLINE RD | NAMPA | ID | 83686 |
| R29188115 | EVANS LONNIE C | 1050 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R09530500 | GRIFFITH ERIC R | 1003 MEADOWBROOK LN | NAMPA | ID | 83686 |
| R29188222 | USOG GABRIEL R | 1071 E GRAND HAVEN ST | NAMPA | ID | 83686 |
| R29188114 | GRAY BOBETTE R | 1036 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R21265010 | NUNES SCOTT | 1612 E YORK AVE | NAMPA | ID | 83686 |
| R29188132 | ATWOOD CHRISTOPHER | 998 E CAPE ELIZABETH DR | NAMPA | ID | 83686 |
| R29188176 | JEPPSON DAVID | 1148 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188197 | JENNINGS LAWRENCE | 1036 E GRAND HAVEN ST | NAMPA | ID | 83686 |
| R29197 | WARD NEAL AND BEVERLY FAMILY TRUST | 1120 E LOCUST LN | NAMPA | ID | 83686 |
| R29144 | STATE OF IDAHO FISH GAME DEPT | PO BOX 25 | BOISE | ID | 83707-0025 |
| R29188203 | KIM CAMERON SCOTT | 1183 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188199 | HALIM RODRIQUEZ | 1034 E CAPE ELIZABETH DR | NAMPA | ID | 83686 |
| R29198012 | KEPNER DEBORAH L SILSBY | 14980 BRASS SPUR LN | NAMPA | ID | 83686 |
| R29188181 | YOUNG JOHN F | 1218 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188223 | CLEVENGER REBECCA | 1089 E GRAND HAVEN ST | NAMPA | ID | 83686 |
| R29188215 | GARCIA KARINA | 1009 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R26096010 | WATKINS WILFRED E AND BARBARA J FAMILY TRUST | 1506 PRIMROSE DR | NAMPA | ID | 83686 |
| R29150011 | MYERS KEVIN M | 1620 E PURPLE MUSTARD LN | NAMPA | ID | 83686 |
| R29186010 | LOHR CANDICE M | 2909 S POWERLINE RD | NAMPA | ID | 83686 |
| R21264 | WOOLVERTON JUDITH E | 1825 CRESTVIEW AVE | NAMPA | ID | 83686 |
| R29188218 | BERTSCH MERLIN J | 1063 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R29152010 | PATE WILLIAM T | 1523 YORK AVE | NAMPA | ID | 83686 |
| R29188184 | MERRY MISTY L | 1260 E YAQUINA BAY | NAMPA | ID | 83686 |
| R29188173 | VERDUZCO JOEL | 1106 E YAQUINA BAY DR | NAMPA | ID | 83686 |

| | | | | | |
|------------|---------------------------------|---------------------------|----------|----|------------|
| R21263 | HILL CLYDE R | 1819 CRESTVIEW AVE | NAMPA | ID | 83686 |
| R29147010 | FOSTER PERRY LEE | 1515 PRIMROSE DR | NAMPA | ID | 83686 |
| R29188165 | PROCTOR JAMES D | 1075 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29189010A | SLEMMER DUANE | 2907 S CHESTNUT ST | NAMPA | ID | 83686-4413 |
| R29200012A | TAYLOR MARTIN D | 1108 MEADOWBROOK LN | NAMPA | ID | 83686 |
| R29162 | WALLER JUSTIN | 1524 YORK AVE | NAMPA | ID | 83686 |
| R29188214 | ACEVEDO DAVID D | 991 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R09530503 | LACOY TERESA R | 1107 MEADOWBROOK LN | NAMPA | ID | 83686 |
| R29146 | DAVIES FAMILY TRUST | 1703 PRIMROSE DR | NAMPA | ID | 83686 |
| R29188196 | CRACOLICE DAVID E | 1018 E GRAND HAVEN ST | NAMPA | ID | 83686 |
| R29188216 | SANTOS KRISTI | 1027 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R29200012F | BISHOP GREGORY SCOTT | 3326 ANSLEY LN | NAMPA | ID | 83686 |
| R29198 | DAVIDSON DENNIS M | 1066 MEADOWBROOK LN | NAMPA | ID | 83686 |
| R29188179 | FERLAND BRADLEY | 1190 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188012 | LIGHTHOUSE HOA INC | 11611 W LANKTREE GULCH RD | STAR | ID | 83669 |
| R09530501 | BRONSON BRYCE E I | 1013 MEADOWBROOK LN | NAMPA | ID | 83686 |
| R29193 | STATE OF IDAHO FISH GAME DEPT | PO BOX 25 | BOISE | ID | 83707-0025 |
| R29188171 | NAMPA CITY OF | 411 3RD ST S | NAMPA | ID | 83651 |
| R29184010 | COLWELL JASON | PO BOX 3886 | NAMPA | ID | 83653 |
| R29161 | HALL KEVIN | 3010 S POWERLINE RD | NAMPA | ID | 83686 |
| R29188177 | THOMPSON CHRISTOPHER S | 1162 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188226 | KIRK SHIRLEY J | 1088 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R29200012 | FONTENOT DALLIS @@ | 1100 MEADOWBROOK LN | NAMPA | ID | 83686 |
| R29188204 | FORD KELLY J | 1165 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188101 | LIGHTHOUSE HOMEOWNERS ASSOC INC | PO BOX 1350 | MERIDIAN | ID | 83680 |
| R29188166 | STIDHEM MICHAEL E | 1016 E CAPE ELIZABETH DR | NAMPA | ID | 83686 |
| R29188220 | DAY WAYNE S | 1035 E GRAND HAVEN ST | NAMPA | ID | 83686 |
| R29188178 | LIGHTHOUSE HOMEOWNERS ASSOC INC | PO BOX 1350 | MERIDIAN | ID | 83680 |
| R29185 | MARCUM DANIEL JACK | 3021 S POWERLINE RD | NAMPA | ID | 83686 |
| R29188221 | BARDIN CHASE A | 1053 E GRAND HAVEN ST | NAMPA | ID | 83686 |
| R29188217 | SOARES MARCO A | 1045 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R29191012 | MILLARD RICK J | 1228 E LOCUST LN | NAMPA | ID | 83686 |
| R29188174 | MATHEWS AMANDA REBECCA | 1120 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29198011 | GOULD JAMIE W | 1050 MEADOWBROOK LN | NAMPA | ID | 83686 |

| | | | | | |
|------------|--|--------------------------|--------------|----|------------|
| R29191011 | MILLARD JOHN R | 474 W HWY 30 | BURLEY | ID | 83318 |
| R29188182 | MATE CASEY | 1232 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188100 | NAMPA CITY OF | 411 3RD ST S | NAMPA | ID | 83651 |
| R29188225 | EDWARDS DAVID | 3540 S ROCK SPRINGS WAY | NAMPA | ID | 83686 |
| R29188207 | BAYLESS ROBERT C III | 1111 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29189010B | SLEMMER DUANE | 2907 S CHESTNUT ST | NAMPA | ID | 83686-4413 |
| R29174 | DEROSE TERRIANN LYNNE | 3000 S POWERLINE RD | NAMPA | ID | 83686 |
| R26096 | ZECHMANN BRYAN | 1616 PRIMROSE DR | NAMPA | ID | 83686 |
| R29200012C | ENGLAND JOHN | 3302 S ANSLEY PL | NAMPA | ID | 83686 |
| R29191 | MILLARD JOSEPH H | 1220 E LOCUST LN | NAMPA | ID | 83686 |
| R26096012 | WATKINS WILFRED E AND BARBARA J FAMILY TRUST | 1506 PRIMROSE DR | NAMPA | ID | 83686 |
| R29147 | CARTER MARY E LIFE ESTATE | 1611 PRIMROSE DR | NAMPA | ID | 83686 |
| R29172 | BARTON JEROD TRAVIS | 2906 S POWERLINE RD | NAMPA | ID | 83686 |
| R29188116 | REIMANN RAY | 1078 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R26096011 | WATKINS SCOTT A | 1516 PRIMROSE DR | NAMPA | ID | 83686 |
| R29150 | WATKINS WILFRED E AND BARBARA J FAMILY TRUST | 1506 PRIMROSE DR | NAMPA | ID | 83686 |
| R09530502 | CROUCH MICHAEL | 1025 MEADOWBROOK LN | NAMPA | ID | 83686 |
| R29188185 | RIOS ANABEL | 1117 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R29188230 | NIELSEN JACK T | 1016 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R29163 | MORA EFRAIN | 2338 E 6TH AVE | PORT ANGELES | WA | 98362 |
| R29188205 | MATTHES DONALD L REVOCABLE LIVING TRUST | 1147 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188200 | BOOTH BRIAN | 1052 E CAPE ELIZABETH DR | NAMPA | ID | 83686 |
| R29188180 | MATSON HEIDI | 1204 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188195 | DEBOER MARY KATHLEEN | 1000 E GRAND HAVEN ST | NAMPA | ID | 83686 |
| R29145013 | WARD MARTY L | 1613 PRIMROSE DR | NAMPA | ID | 83686 |
| R29195010A | STOCKWELL JONATHAN L | 921 MEADOWBROOK LN | NAMPA | ID | 83686 |
| R29184 | DAVENPORT BUCK T | 1314 YORK AVE | NAMPA | ID | 83686 |
| R29188158 | BIRD CORY | 1015 E CAPE ELIZABETH DR | NAMPA | ID | 83686 |
| R29162010 | FULLER JOHNNY | 1522 E YORK AVE | NAMPA | ID | 83686 |
| R29188202 | BERGREEN BROWN SHAWN | 1088 E CAPE ELIZABETH DR | NAMPA | ID | 83686 |
| R29188183 | STEVENS JEREMY K | 1246 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29152 | AL BANAA HAMDIYAH ALWAN R | 3108 S POWERLINE RD | NAMPA | ID | 83686 |
| R29173 | TYCZ JOE C | 2916 S POWERLINE RD | NAMPA | ID | 83686 |
| R29188186 | PEDRAZA ARTURO | 1099 E ROSE ISLAND ST | NAMPA | ID | 83686 |

| | | | | | |
|------------|-------------------------------|--------------------------|------------|----|------------|
| R29147011 | CURTIS VIOLET | 1611 PRIMROSE DR | NAMPA | ID | 83686 |
| R29188131 | SKOVOLD PENELOPE M | 1039 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29145012 | DESCALSO ANDREW C | 1619 PRIMROSE DR | NAMPA | ID | 83686 |
| R29188208 | MATTOX MICHAEL CASEY | 1093 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29198010 | STATE OF IDAHO FISH GAME DEPT | PO BOX 25 | BOISE | ID | 83707-0025 |
| R29188228 | MCCLINDON AERIAL MONIQUE | 1052 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R29188172 | REYES FELIPE JR | 1092 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29150010 | TRULL AMELIA E | 2913 E UMATILLA DR | NAMPA | ID | 83686 |
| R29187 | DAY RONALD EUGENE | 3015 S POWERLINE RD | NAMPA | ID | 83686 |
| R29188175 | STONE BRENT S | 1134 E YAQUINA BAY DR | NAMPA | ID | 83686 |
| R29188201 | LOUVAR LYNN E LIVING TRUST | 1070 E CAPE ELIZABETH DR | NAMPA | ID | 83686 |
| R29188227 | CARRICK TYSON BRYCE | 1070 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R29188229 | KINGLAND CODY D | 1034 E ROSE ISLAND ST | NAMPA | ID | 83686 |
| R29190 | STATE OF IDAHO FISH GAME DEPT | PO BOX 25 | BOISE | ID | 83707-0025 |
| R29200012B | VOGEL WILLIAM M | 1104 MEADOWBROOK LN | NAMPA | ID | 83686 |
| R29184011 | OLEYNIK ROMEN | 5204 BOOT/JACK DR | SACRAMENTO | CA | 95842 |

COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

This Commercial Real Estate Purchase and Sale Agreement (the "**Agreement**") is effective as of the 23rd day of November, 2022 and is entered by and between the State of Idaho, Department of Administration as the statutory agent for the Idaho Department of Fish and Game (collectively, "**Seller**") and Treasure Valley Transit, Inc. ("**Buyer**"), for the purchase and sale of that certain commercial real property located in Canyon County, Idaho, with a common street address of 3101 South Powerline Road, Nampa Idaho, (the "**Property**"), which is more particularly described in **Exhibit A**, attached hereto.

The Property also includes any fixtures and improvements located on the Property.

1. Purchase Price; Payment. The purchase price for the Property is One Million Two Hundred Twenty-Five Thousand Dollars (\$1,225,000.00), which amount shall be paid in cash or in other readily available funds at close of escrow as described below. Earnest money in the amount of Ten Thousand Dollars (\$10,000.00) has been deposited in escrow with the Closing Agent, as defined below, and shall be applied at Closing to payment of the purchase price.

2. Closing. The sale shall be closed in the office of TitleOne Corporation ("**Closing Agent**") located at 1101 West River Street, Suite 201 Boise, Idaho 83702, unless otherwise agreed to in writing by the parties, on or before May 21, 2023. At Closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used herein, "**close of escrow**" or "**Closing**" means the date on which all appropriate documents are recorded and proceeds of sale are available for, and disbursed to Seller; and all appropriate documents are recorded and delivered as provided herein or in said document(s).

2.1 Prorations; Closing Costs. Seller, as an agency of the State of Idaho, is statutorily exempt from paying taxes and assessments on the Property. The State cannot be taxed by any County, City or other local governmental or other quasi-governmental entities, such as a water or sewer district related to a prior lessee or owner's use. The County or other governmental or quasi-governmental entities may show past due taxes and/or assessments relating to a prior lessee or owner's use of the Property and are typically the obligation of the prior owner or lessee. Such taxes and assessments and utilities, and the entities capable of assessing such taxes and assessments are generally identified in the title commitment. If there are past due taxes and/or assessments, or unpaid utilities incurred by a prior owner or lessee of the Property, then the Property is and shall be sold subject to such taxes, assessments and utilities. Utilities and assessments not excluded above shall be prorated between Buyer and Seller by the Closing Agent as of 12:01 a.m. on the Closing date. Buyer agrees that if any utilities or assessments cannot be calculated accurately on the Closing date, then the same shall be calculated within one hundred eighty (180) days after Closing and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party. Buyer shall pay the Closing Agent's closing and escrow fees. Buyer shall also pay all other closing costs, including, but not limited to: 1) recording fees for the cost of recording the State Deed; 2) the cost for title insurance or title insurance cancellation fees, at Buyer's option; 3) lender fees, if any, together with any associated recording fees, if any; and, 4) any other

cost, fee or expense which may reasonably be required in order for the transaction to close. All parties shall be responsible to pay their own attorney fees, if applicable.

2.2 Possession. Buyer shall be entitled to possession of the Property upon Closing.

3. Conveyance of Title. Upon Closing, Seller shall execute and deliver to Buyer a State Deed, conveying title to the Property in substantially the form of **Exhibit B**, attached hereto. Except as described on Exhibit B, Seller will not convey the property with any water rights.

4. Risk of Loss; Insurance; Condemnation. Risk of loss of or damage to the Property shall be borne by Seller from the date hereof until the date of Closing. In the event of material loss of, or damage to, the Property, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer shall nonetheless be obligated to purchase the Property on the date of Closing upon the terms and conditions agreed herein except as provided in this section. If the damage or loss to the Property is material, and Seller is not willing to remedy any such damage or loss or reduce the purchase price by an amount reasonably reflecting the repair costs or diminution in value of the Property, then, at Buyer's option, Buyer may terminate this Agreement; and, in such event, Seller shall return the Earnest Money to Buyer.

5. Seller's Representations and Warranties. There are no representations or warranties of any kind. Buyer is acquiring the Property "AS IS," subject to all existing easements or claims of easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes, and all other matters. Seller does not guarantee the accuracy of the acreage, if any, identified in the property description. Seller makes no representation or warranty of any kind that the Property is fit for any particular use or purpose.

6. Buyer's Authority. Buyer represents and warrants to Seller that at the date of the execution hereof and at the date of Closing, Buyer, and the person signing on behalf of Buyer, have full power and authority to execute this Agreement and to perform Buyer's obligations hereunder, and if Buyer is a corporation or other legal entity, all necessary authority or appropriate corporate action to authorize this transaction has been taken.

7. Buyer's Acknowledgement. Buyer acknowledges that Buyer was and is responsible for making a thorough inspection of the Property at its own expense, as well as thoroughly researching any information available about the Property and its surroundings prior to the auction and prior to the date of this Agreement. Prior to signing this Agreement, Buyer acknowledges that Buyer or its designee was afforded the right to have an inspection(s) of the physical condition of the Property at Buyer's expense. This Agreement is NOT contingent upon an inspection by Buyer. Buyer has satisfied itself as to the condition of the Property, and no further inspections shall impact Buyer's duty at Closing. Buyer is purchasing the Property on an "AS IS" basis without any warranties, express or implied, from Seller. Seller will not make any repair or improvement to the Property. Buyer further acknowledges that Buyer is not relying upon any statement or representation by Seller or by any broker(s) or any other representatives or contractors of Seller which are not expressly set forth in this Agreement.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, IMPROVEMENT, FIXTURE OR CONDITION OF THE PROPERTY OR THE INCLUSIONS, INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF HAZARDOUS WASTE OR MATERIALS THEREON, OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE, TO BUYER BEYOND THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT.

Buyer acknowledges that Seller has made no representation of any material fact concerning the Property beyond those expressly provided in this Agreement, that Buyer has had an adequate opportunity to inspect and investigate the Property; and, that Buyer has made a thorough independent examination and inspection of the Property, and is relying solely upon its own examination and inspection thereof. Buyer acknowledges that Seller has made no representation or warranty as to whether there exists any lead-based paint, mold and/or other micro-organisms that may exist upon the Property. Buyer further acknowledges that Seller (including Seller's employees, agents, brokers, and contractors), has made no representation or warranty as to whether the boundary lines of the Property are accurate, nor any representation as to acreage or the number of square feet or frontage of the Property. Buyer acknowledges that any reference to square footage or acreage of the Property is intended to be an approximation only. Buyer has had an adequate opportunity to examine and inspect the boundaries of the Property and will make its own determination as to square footage, and/or frontage, and whether the location of improvements and boundaries are accurate, and Buyer is purchasing the Property in reliance upon its own determination thereof and regardless of whether or not said location of improvements and boundaries are accurate. Seller makes no warranty or representation with respect to the legal description as may be used herein. Buyer acknowledges further that Seller is not responsible, nor liable, to obtain or provide a survey of the Property to Buyer. Accordingly, Buyer is purchasing the Property "AS IS, WHERE IS".

8. Default; Attorney Fees. Time is of the essence of this Agreement. If Seller defaults hereunder, Buyer shall be entitled to a refund or the return of any deposit or fees paid to Seller pursuant to this Agreement, and Seller shall have no further obligation to Buyer hereunder. If Buyer defaults, then any deposit and all fees paid by Buyer shall be forfeited to Seller as liquidated damages, and upon the forfeiture thereof to Seller, Buyer shall have no further obligation or liability hereunder. In any suit, action or appeal to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein (and on appeal), including reasonable attorney fees.

9. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail. Any notice given by certified mail shall be sent with return receipt requested. All notices shall be addressed to the parties at the addresses set forth in this Agreement, or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal, or (b) three (3) days after mailing by certified mail.

10. Counterparts. This Agreement may be executed in any number of counterparts for the convenience of the parties, all of which, when taken together and after execution by all parties hereto, shall constitute one and the same Agreement.

11 General. This is the entire Agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. In the event any term or condition set forth herein is inconsistent with any term or condition set forth in any other document or agreement related to the invitation to bid issued by Seller or this Agreement, the terms and conditions of this Agreement shall control. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the state of Idaho. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of, and bind, the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

12. Public Records. This Agreement and all other documents pertaining to the purchase and sale of the Property is subject to disclosure under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126.

13. Assignment. Buyer shall not assign its rights hereunder to any person(s) or entity without the prior written consent of Seller. Seller does not anticipate consenting to any assignment of this Agreement or Buyer's rights hereunder.

14. Additional Provisions. Any additional provisions are set forth in the Addendum, Attachment or Exhibit to this Agreement, if any, which Addendum, Attachment or Exhibit may be attached hereto, if any, and, if attached, shall be made a part hereof and incorporated herein as if fully set forth.

15. Agency Representation. Buyer and Seller understand and agree that no broker or agent was the procuring cause of the transaction contemplated by this Agreement. Buyer shall be solely responsible for all fees and commissions related to Buyer's agent, if any.

[Signature Page Follows]

STATE OF IDAHO)
) ss.

County of Canyon

On this 23rd day of November, in the year 2022, before me a Notary Public in and for said State, personally appeared **Theresa (Terri) Lindenberg**, known known or identified to me to be the Executive Director of Treasure Valley Transit, Inc., who executed the said instrument and acknowledged to me that such company executed the same.



Dee Mall
Notary Public for the State of Idaho
Residing at: Canyon County
My Bond expires: July 28, 2028

EXHIBIT A
Description of the Property

Parcel "B"

A parcel of land located in the NE1/4 SE1/4, Section 3, T. 2 N., R 2 W., Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the C1/4 Corner of said Section 3 from which the E1/4 Corner of Section 3 bears S 88°59'53" E, 2628.21 ft., the Basis of Bearing of this description, run thence S 88°59'53" E along the northerly boundary of said NE1/4 SE1/4 of Section 3 a distance of 1941.22 ft. to a rebar with a plastic cap said point being the POINT OF BEGINNING;

Continue thence S 88°59'53" E along said northerly boundary a distance of 686.99 ft. to an aluminum cap said point being the E1/4 Corner of said section 3;

Thence S 00°34'35" W along the easterly boundary of said NE1/4 SE1/4 of Section 3 a distance of 280.51 ft. to a rebar with a plastic cap;

Thence N 88°59'53" W a distance of 60.67 ft. to a rebar with a plastic cap said point being on the northerly bank of Wilson Drain;

Thence along said northerly bank the following courses:

N 82°28'20" W, 138.03 ft. to a rebar with a plastic cap;

N 75°45'44" W, 146.47 ft. to a rebar with a plastic cap;

N 70°09'10" W, 84.78 ft. to a rebar with a plastic cap;

N 58°03'00" W, 312.78 ft. to a rebar with a plastic cap;

Thence N 00°43'52" E leaving said northerly bank a distance of 43.04 ft. to a rebar with a plastic cap said point being the POINT OF BEGINNING.

Parcel B contains 3.22 acres

Executed effective the date first set forth above.

SELLER: **Idaho Department of Administration**
Pursuant to Idaho Code Section 67-5709A, agent for:
Idaho Department of Fish and Game

Date: _____



D. Keith Reynolds, Director

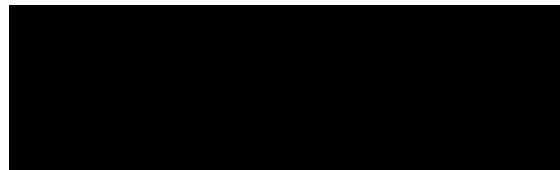
Seller's Address:

Physical Address:

Mailing Address:

Contact:

Telephone:



BUYER: **Treasure Valley Transit, Inc.**

Date: November 23, 2022

By: 
Printed Name: Theresa (Terri) Lindenberg
Title: Executive Director

Buyer's Address:

Physical Address:

1136 W. Finch Drive,
Nampa, Idaho 83651

Contact:

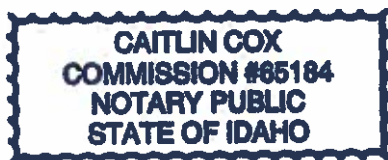
Terri Lindenberg


Telephone:

208-463-9111

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of November, in the year 2022, before me a Notary Public in and for said State, personally appeared **D. Keith Reynolds**, known to me to be the Director of the State of Idaho Department of Administration, who executed the said instrument and acknowledged to me that such agency executed the same.




Notary Public for the State of Idaho
Residing at: Canyon County
My Bond expires: March 9, 2027

Canyon County Development Services

111 N. 11th Ave. Room 310, Caldwell, ID 83605
(208) 454-7458

Building Division Email: buildinginfo@canyonco.org

Planning Division Email: zoninginfo@canyonco.org

Receipt Number: 77564

Date: 12/29/2022

Date Created: 12/29/2022

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Treasure Valley Transit, Inc.

Comments: CU2022-0045

CHARGES

| <u>Item Being Paid For:</u> | <u>Application Number:</u> | <u>Amount Paid:</u> | <u>Prevs Pymnts:</u> | <u>Unpaid Amnt:</u> |
|------------------------------------|-----------------------------------|----------------------------|-----------------------------|----------------------------|
| Planning - Conditional Use Permit | CU2022-0045 | \$950.00 | \$0.00 | \$0.00 |

Sub Total: \$950.00

Sales Tax: \$0.00

Total Charges: \$950.00

PAYMENTS

| <u>Type of Payment:</u> | <u>Check/Ref Number:</u> | <u>Amount:</u> |
|--------------------------------|---------------------------------|-----------------------|
| Check | 11528 | \$950.00 |

Total Payments: \$950.00

ADJUSTMENTS

Receipt Balance: \$0.00