

AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday August 5, 2020

Time: 5:30 p.m.

Location: **Trolley Station** 310 Cornell Street, Middleton, Idaho

Call-to-order, roll call, Pledge of Allegiance, Invocation: Isaac Christiansen

Information Items

1. Promotion of Officer Nathan Hilkey to Sergeant – Chief Takeuchi
2. Southwest District Health Director Nikki Zogg, and Lifeways Staff to present a budget request for the Western Idaho Community Crisis Center

Discussion Item

1. Presentation to Council regarding Greater Middleton Parks and Recreation District acquiring an unimproved park in Falcon Valley. – Tim O'Meara

Action Items

1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for Council's July 15, 2020 regular meeting and July 21, 2020 special meeting.
 - b. Consider ratifying July 31, 2020 payroll in the amount of \$ 88,079.85 and accounts payable thru July 27, 2020 in the amount of \$157,351.65
2. **Public Meeting:** Consider approving a request by Landmark Pacific Investors to approve a Preliminary Plat according to Middleton City Code 5-4-4, for Estates at West Highlands Subdivision consisting of 81 residential and 10 common lots on approximately 37.83 acres of vacant land. The subject property is located on the east side of Cemetery Road, north of Willis Road and immediately to the north of the existing Estates at Meadow Park Subdivision in Middleton, Idaho, commonly referred to as Canyon County Parcel No. R3757700000. Preliminary Plat for Estates at West Highlands – Bruce Bayne
3. **Public Hearing:** Consider approving the proposed budget Fiscal Year 2021 (from October 1, 2020 to September 30, 2021) Pursuant to Idaho Code 50-1002 to consider adopting an annual appropriations ordinance. – Becky Crofts and Wendy Miles
4. **Public Hearing:** Consider Adopting Resolution 443-20 to amend Middleton City comprehensive plan to include the capital improvement plan for Caldwell Fire Department and Caldwell Rural Fire Protection District for the purpose of collecting impact fees. – Becky Crofts
5. Consider approving Amended Resolution 2019-436 City of Middleton/Middleton Rural Fire District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements. – Becky Crofts
6. Consider adopting Ordinance No. 634: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 18 TO TITLE 1

PROVIDING FOR MIDDLETON RURAL FIRE DISTRICT DEVELOPMENT IMPACT FEES, PROVIDING FOR: SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE; DEFINITIONS; IMPOSITION OF FIRE DISTRICT IMPACT FEE; COLLECTION OF FIRE DISTRICT IMPACT FEES; EXEMPTIONS; PROCESS FOR INDIVIDUAL ASSESSMENT; DEVELOPER CREDITS AND REIMBURSEMENTS; METHODOLOGY FOR CALCULATION OF FIRE DISTRICT IMPACT FEES; EXTRAORDINARY IMPACTS; FEE PAYER REFUNDS; ESTABLISHMENT BY THE FIRE DISTRICT OF AN IMPACT FEE TRUST FUND AND TRUST ACCOUNTS; USE AND EXPENDITURE OF FIRE DISTRICT IMPACT FEES; APPEALS, PROTEST AND MEDIATION; PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN; ANNUAL AUDIT; THE JOINT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE; ENFORCEMENT AND COLLECTION; THE CITY AND FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT; MISCELLANEOUS PROVISIONS; PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE; CONSTRUCTION OF ORDINANCE INTENT; and PROVIDING AN EFFECTIVE DATE AND PUBLICATION. – Becky Crofts

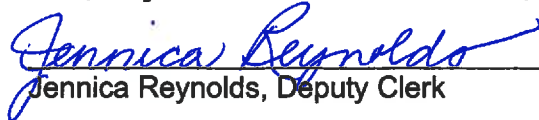
7. Consider approving Amended Resolution 2019-438 City of Middleton/Caldwell Rural Fire Protection District/City of Caldwell/Canyon County Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements. – Becky Crofts
8. Consider adopting Ordinance No. 635: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 19 TO TITLE 1 PROVIDING FOR CALDWELL RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES, PROVIDING FOR: SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE; DEFINITIONS; IMPOSITION OF FIRE DISTRICT IMPACT FEE; COLLECTION OF FIRE DISTRICT IMPACT FEES; EXEMPTIONS; PROCESS FOR INDIVIDUAL ASSESSMENT; DEVELOPER CREDITS AND REIMBURSEMENTS; METHODOLOGY FOR CALCULATION OF FIRE DISTRICT IMPACT FEES; EXTRAORDINARY IMPACTS; FEE PAYER REFUNDS; ESTABLISHMENT BY THE FIRE DISTRICT OF AN IMPACT FEE TRUST FUND AND TRUST ACCOUNTS; USE AND EXPENDITURE OF FIRE DISTRICT IMPACT FEES; APPEALS, PROTEST AND MEDIATION; PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN; ANNUAL AUDIT; THE JOINT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE; ENFORCEMENT AND COLLECTION; THE CITY AND FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT; MISCELLANEOUS PROVISIONS; PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE; CONSTRUCTION OF ORDINANCE INTENT; and PROVIDING AN EFFECTIVE DATE AND PUBLICATION. – Becky Crofts
9. Consider approving Resolution 445-20 City of Middleton/Canyon County/Greater Middleton Area Recreation District Interagency Contract for Parks and Recreational Facilities Impact Fees Administrative Services [An Interagency Contract and Joint Powers Agreement] – Becky Crofts
10. Consider adopting Ordinance No. 636: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 20 TO TITLE 1 PROVIDING FOR GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES, PROVIDING FOR: SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE; DEFINITIONS; IMPOSITION OF GREATER MIDDLETON AREA RECREATION DISTRICT PARKS

AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES; COLLECTION OF GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES; EXEMPTIONS; PROCESS FOR INDIVIDUAL ASSESSMENT; DEVELOPER CREDITS AND REIMBURSEMENTS; METHODOLOGY FOR CALCULATION OF PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES; EXTRAORDINARY IMPACTS; FEE PAYER REFUNDS; ESTABLISHMENT OF GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES JOINT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND - TRUST B and TRUST ACCOUNTS; USE AND EXPENDITURE OF GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES; APPEALS, PROTEST AND MEDIATION; PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN; ANNUAL AUDIT; THE JOINT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE; ENFORCEMENT AND COLLECTION; THE CITY AND COUNTY INTERGOVERNMENTAL AGREEMENT; MISCELLANEOUS PROVISIONS; PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE; CONSTRUCTION OF ORDINANCE INTENT; and PROVIDING AN EFFECTIVE DATE AND PUBLICATION. – Becky Crofts

11. Consider approving Resolution 444-20 City of Middleton/Canyon County Intergovernmental Agreement with and Joint Powers Agreement for the Development of Joint Plans for Capital Improvements and to Collect and Expend Development Impact Fees for Parks and Recreational Facilities System Improvements. – Becky Crofts
12. Consider approving a quote from Oldcastle Infrastructure for concrete junction boxes located on drip tape line manifold at re-use farm in an amount not to exceed \$8,484.00. – Bruce Bayne
13. Consider approving a quote for sign permit from Lytle Signs for the Police Building in an amount not to exceed \$2,877.00. – Becky Crofts
14. Consider awarding contract to Irminger Construction, Inc for the Pilot Study Project in the amount not to exceed \$366,546.00. – Bruce Bayne
15. Consider approving Request for Supplemental Engineering Services No. 3 Hartley Lane and SH44 Intersection – Project No. 18015 in and amount not to exceed \$20,000.00 – Becky Crofts

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Jennica Reynolds, Deputy Clerk

Date: August 4, 4:30 p.m.

Please contact the City Clerk at (208) 585-3133 if you have special needs or require assistance.

1A, B, C

MIDDLETON CITY COUNCIL
JULY 15, 2020

The Middleton City Council meeting on July 15, 2020 was called-to-order at 5:43 p.m. by Council President Rob Kiser. Mayor Steve Rule was delayed in arriving.

Roll Call: Council President Rob Kiser and Council Members Carrie Huggins, Jeff Garner and Tim O'Meara were present.

Pledge of Allegiance, Invocation: Becky Crofts

Information Items

1. City Farm Re-use project update – Bruce Bayne

Bruce gave an update of the City Farm Re-Use project.

2. Murphy Street to Boise Street is now open – Bruce Bayne

Bruce informed Council that Murphy St to Boise Street is now open following the installation of new signage and restriping.

3. The Extreme Tour Special Events permit July 31, 2020 at Piccadilly Skate Park – Becky Crofts

City Administrator Becky Crofts explained the Special Events permit and the event. The Extreme Tour has come into Middleton for the past few years. They do an event, which does not normally draw more than 100 people, the permit application is just so that that City has a way to track it.

There is also another group that is scheduled to come to the park on July 24th for a couple hours. Becky just wanted Council to be aware of these two events.

Action Items

1. Consent Agenda (items of routine administrative business)

- a. Consider approving minutes for Council's July 1, 2020 meeting.
- b. Consider ratifying July 17, 2020 payroll in the amount of \$104,397.05 and accounts payable thru July 6, 2020 in the amount of \$146,055.34
- c. FCO's Annexation and Development Agreement – Davis
- d. FCO's Annexation, Rezone and Preliminary Plat – Waterford Subdivision
- e. FCO's Rezone – Hundoble
- f. FCO's Amended Preliminary Plat – Crescent Lake

Council President Kiser called and introduced the items and gave a brief overview of the accounts payable.

Motion: Motion by Council Member O'Meara to approve consent agenda items a, through f. Seconded by Council Member Garner. Approved unanimously.

2. Consider approving Sawtooth Lake No. 3 Final Plat – Bruce Bayne

Council President Kiser introduced the item and Planning and Zoning Official Bruce Bayne explained the Final Plat. This is for phase 3 the final phase of this development. There are 27 residential and one commercial lot. Council member O'Meara asked why the side setbacks of 5 feet were approved. Bruce said he can't speak to it because that is what was agreed and approved prior to his coming to the City. President Kiser said that originally this development started a long time ago. This fell under the old code and was approved based on that.

Motion: Motion by Council Member Garner to approve Sawtooth Lake No. 3 Final Plat. Seconded by Council Member Huggins and approved unanimously.

3. **Consider approving Ordinance 629 – Davis Annexation: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO M-U (MIXED-USE) AND COMPLETE A DEVELOPMENT AGREEMENT; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

Council President Kiser called and introduced the item and read the ordinance by title only.

Motion: Motion by Council President Kiser to waive the 3 reading rule for Ordinance 629. Seconded by Council Member Huggins. Approved unanimously.

Motion: Motion by Council President Kiser to approve Ordinance 629 since he already read it by title only. Seconded by Council Member Garner.

Roll Call Vote: Kiser-Yes, Huggins-Yes, Garner-Yes, O'Meara-Yes.

4. **Consider approving Ordinance 632-Waterford Annexation: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO R-3 (SINGLE-FAMILY RESIDENTIAL) AND COMPLETE A DEVELOPMENT AGREEMENT; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

Motion: Motion by Council President Kiser to read Ordinance 632 by title only. Seconded by Council Member Huggins. Approved unanimously.

Council President Kiser read Ordinance 632 by title only.

Motion: Motion by Council President Kiser to waive the 3 reading rule for Ordinance 632. Seconded by Council Member O'Meara. Approved unanimously.

Motion: Motion by Council President Kiser to approve Ordinance 632 since he already read it by title only. Seconded by Council Member Huggins.

Roll Call Vote: Kiser-Yes, Huggins-Yes, Garner-Yes, O'Meara-Yes.

5. Consider approving an application for Reclamation of Land with Idaho Department of Land to extract gravel for a water feature in River Park. – Bruce Bayne

Council President Kiser called the item. Public Works Superintendent Bruce Bayne explained the application and that the reason the item is coming to City Council is because it will eventually require a bond from the City in the amount of \$101,772.00. There was a fee for the application in the amount of \$600. Bruce explained that the City wants the gravel to be certified so that it can be used on S. Cemetery Road project and other projects the City has planned. This will provide a huge cost savings for the City.

Motion: Council Member O'Meara amended his first motion to approve the application for Reclamation of Land with Idaho Department of Land to extract gravel for a water feature in River Park and to include the bond amount not to exceed \$101,772.00. Seconded by Council Member Garner. Approved unanimously.

6. Consider approving bid from Control Engineers for Middleton Reuse Pilot Study for Electrical and Control Design Proposal in an amount not to exceed \$10,294.00 – Bruce Bayne

Council President Kiser called the item. Public Works Superintendent Bruce Bayne explained this is for the same re-use project. This is for getting power to the pumps that will feed the irrigation system and the controls that will be out in the field. There are 6 different zones, with each zone working one at a time through electronic clinoid valves. This is for the Engineer to do the engineering and to get power to the pumps. There were two bids submitted. This bid was the lowest.

Motion: Motion by Council Member Garner motioned to approve the bid from Control Engineers for Middleton Reuse Pilot Study for Electrical and Control Design Proposal in an amount not to exceed \$10,294.00. Seconded by Council member Huggins. Approved unanimously.

7. Consider amending Ordinance 628 - Storage Containers: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ADDING A NEW SUBSECTION TO TITLE 8, CHAPTER 1, SECTION 2(B) TO PROHIBIT OUTDOOR STORAGE CONTAINERS WITH EXCEPTIONS; AND PROVIDING AN EFFECTIVE DATE.

Council President Kiser called the item. He explained this had been a discussion about the drop off metal storage containers. There is one directly next to Middleton Heights Elementary. In the past the discussion was these have become very popular for people to place on their property. The intent is to provide boundaries for allowing these containers. City Administrator Becky Crofts read the additional language added to the

Amended Ordinance. She stated that the amended ordinance calls for a building permit to be issued for such containers to ensure they are being placed in the approved areas.

Council President Kiser opened the discussion to Public Comment: No one chose to comment.

Mayor Rule came into the meeting at 6:20 p.m.

Council discussed the vehicular site triangles and code for fencing along the street. Storage containers would not be allowed to be placed in the vehicular site triangle according to City Code (MCC 4-4 and associate diagram 4-4-2-C Corner Lot). Bruce confirmed that any containers that were placed before the initial ordinance went into effect are grandfathered in. The City Council can make exceptions to the city code (6 ft fence) in an ordinance for this specific use. There can be multiple containers on one lot, but they would require the fencing and a building permit for each storage container.

Council Member O'Meara read by title only Ordinance 628.

Motion: Motion by Council President Kiser to waive the three-reading rule for Ordinance 628. Seconded by Council Member Huggins. Approved unanimously.

Motion: Motion by Council President Kiser to adopt the amendment of Ordinance 628. Seconded by Council Member Garner.

Roll Call Vote: Kiser-Yes, Huggins-Yes, Garner-Yes, O'Meara-Yes.

8. Consider approving an Intergovernmental Agreement between the Idaho Transportation Department and the City of Middleton. – Mayor Rule

Mayor Rule apologized for being late. He called and introduced the item. Planning and Zoning Official Bruce Bayne explained how the intersections and traffic improvements are funded. Mayor explained that this agreement is a good tool to fund such projects in the future.

City Attorney Chris Yorgason explained that under the State impact fee statutes ITD doesn't have any authority to collect impact fees, which prevents ITD from going to development and collecting impact fees for State Highway improvements. What the state statute does allow is for ITD to contract with the City to collect fees pursuant to a development agreement with the City. These fees are in addition to and do not change any of the fees the City currently has.

Motion: Motion by Council President Kiser to approve an Intergovernmental Agreement between the Idaho Transportation Department and the City of Middleton. Seconded by Council Member Garner, approved unanimously.

Public Comments, Mayor Comments, Council Comments:

Hailey Zimmer: S Dewey Ave: Asked if the City failed to let the people of Middleton know that there has been raw sewage leakage into the Slough? Mayor asked where the sewage came

from, Hailey replied, Spartan Management the duplex on S. Dewey. Bruce responded that the City knows about a leak that happened on a private property, but the City does not know about possible leakage that went into the irrigation canal beside it. No one was notified, because the City was not made aware of it.

Adjourn: Mayor Rule adjourned the meeting at 6:35 p.m.

ATTEST:

Steven J. Rule, Mayor

Jennica Reynolds, Deputy Clerk
Minutes Approved: August 5, 2020

DRAFT

**MIDDLETON CITY COUNCIL- SPECIAL MEETING
JULY 21, 2020**

The Middleton City Council Special Meeting on July 21, 2020 was called-to-order at 6:21 p.m. by Mayor Steve Rule.

Roll Call: Council Members Carrie Huggins, Jeff Garner and Tim O’Meara were present. Council President Rob Kiser was absent. A Quorum was present.

Pledge of Allegiance, Invocation:

Action Items

Consider approving a proposed Fiscal Year 2021 budget to publish according to law prior to the City Council’s August 5, 2020 public hearing to consider adopting an annual appropriations ordinance.

Mayor Rule called the item. City Treasurer Wendy Miles and City Administrator Becky Crofts gave a summary of the proposed Fiscal Year 2021 budget. Council discussed the tentative budget with the following breakdown:

<u>FUND NAME</u>	<u>2021 PROPOSED EXPENDITURE</u>
<u>GENERAL FUND:</u>	
Elected Officials	\$118,215
City Administration	872,882
Public Safety	
Police	1,227,382
Building/Code Enforcement & Safety	418,246
Building & Grounds	63,293
City Parks	430,320
Library	<u>277,649</u>
General Fund Total	3,407,987

OTHER FUNDS

Transportation	1,358,711
Capital Construction	1,075,580
Middleton Public Library	0
Impact Fees	
Other Uses (Transfers)	<u>552,749</u>
Other Funds Total	2,987,040

ENTERPRISE FUNDS:

Solid Waste	617,127
Storm Water	65,044
Water	1,444,012
Other Uses (Transfers)	
Waste Water	3,163,592
Other Uses (Transfers)	<u>471,835</u>
Enterprise Fund Total	5,761,610

MISCELLANEOUS FUNDS

Capital Construction	0
Fleet Management Services	0
Impact Fees	<u>754,268</u>
Total Miscellaneous Funds	754,268

TOTAL EXPENDITURES ALL FUNDS **\$12,910,905**

FY 2021

BY CLASSIFICATION

PROPOSED

REVENUES

PROPERTY TAX LEVY:

General Fund	
Transportation	\$1,565,011
Total Property Tax Revenue	<u>1,888,615</u>
	3,453,626

OTHER REVENUE

General Fund	
Property Tax Replacement Funds	1,565,327
Street Fund	
Solid Waste Fund	1,098,425
Water Fund	617,127
Waste Water Fund	1,444,012
Impact Fee Fund	3,635,427
Storm Water Fund	754,268
Capital Construction	65,044
Fleet Management Services	0
Library Fund	0
Total Other Revenue	<u>277,649</u>
TOTAL REVENUE ALL FUNDS	9,457,279
	\$12,910,905

Mayor thinks the budget is a good budget, and he believes the numbers might change based on the unanticipated revenue. The anticipated revenue for building permits in the tentative budget is based on a very conservative number. It is likely that the budget will need to be amended based on additional and unanticipated revenue.

City Administrator Becky Crofts discussed the library budget on the tentative budget which is set for \$250,000.00 that is the appropriation from the property tax to the library. The difference needed to make up is the amount of the carry over line of \$18,704.74. According to state code library funds if not spent by the library can/should roll forward to the next budget year.

Council decided they wanted to move the \$20,000 in the stormwater fund from professional fees engineer budget line to the capital budget line.

Council Member Huggins asked about the Police Department fund. She asked why they are budgeting less? Becky said it is because the SRO contract was not included in this budget. Mayor said the City and School District are discussing the SRO contract for the next year.

Becky said the published tentative budget will reflect a 2% increase in the General Fund for publishing purposes of the budget hearing. This 2% takes into consideration additional funds possibly received which will allow the City to proceed with the budget without additional budget hearings. When the budget is brought to Council for the budget hearing on August 5, 2020 it will not include the 2% increase in the General Fund but will be the amount the City plans to appropriate.

Motion: Council Member Carrie Huggins motioned to approve a proposed Fiscal Year 2021 budget to publish according to law the amount as presented with 2% increase on the General Fund and publish an annual appropriations ordinance on August 5, 2020. Motion seconded by Council Member Tim O'Meara.

Roll Call Vote, Huggins: Yes, Garner: Yes, O'Meara: Yes

Public Comments, Mayor Comments, Council Comments:

Council Member O'Meara asked if the City has looked into the possibility of Impact Fees for the Library. Mayor said that is a good question for the City Attorney at the next meeting.

Adjourn: Mayor Rule adjourned the meeting at 7:53 p.m.

ATTEST:

Steven J. Rule, Mayor

Jennica Reynolds, Deputy Clerk
Minutes Approved: August 5, 2020



ADMINISTRATIVE REVIEW AND REPORT

Middleton City Council

Estates at West Highlands Subdivision – Preliminary Plat

Consider a request by Landmark Pacific Investors to approve a Preliminary Plat according to Middleton City Code 5-4-4, for Estates at West Highlands Subdivision consisting of 81 residential and 12 common lots on approximately 37.83 acres of vacant land. The subject property is located on the east side of Cemetery Road, north of Willis Road and immediately to the north of the existing The Estates No. 1 at Meadow Park subdivision in Middleton, Idaho, commonly referred to as Canyon County Parcel No. R37577.

Applicant: Landmark Pacific Investors
P.O. Box 1939
Eagle, Id 83616

Representative: JUB Engineers
250 S. Beechwood
Boise, ID 83709

1. **APPLICATION:** The application was received and accepted by the City on April 15, 2020
2. **NOTICE OF PUBLIC HEARING:**
Published notice Idaho Press Tribune: April 26, 2020
Letters to 300' Property Owners: April 22, 2020
Letters to Agencies: April 22, 2020
Property Posted: April 22, 2020
3. **APPLICABLE CODES AND STANDARDS:**
Idaho Code Title 67, Chapter 65
Middleton City Code, (MCC) 1-14-2, 1-15-1, 5-4-3 and 5-4-4
Idaho Standards for Public Works Construction (ISPWC)
Middleton Supplement to the ISPWC
Middleton Comprehensive Plan and Maps
4. **CITY STAFF COMMENTS REGARDING THE PROPOSED PRELIMINARY PLAT:**
The subject property was annexed in 2005 and is zoned R-3, three residential units per gross acre. The proposed preliminary plat complies with that zoning density standard.



ADMINISTRATIVE REVIEW AND REPORT

Middleton City Council

Proposed lots range in size from 9,600 to 21,367 square feet.

Road names are still to be confirmed so that the plat meets MCC 5-4-10-2.J.2.

Cluster mailboxes are required and shown per correspondence from the Middleton Post Master and the United States Postal Service regional office.

MCC requires developers to prepare and submit for city approval a traffic analysis and payment of the proportionate share of traffic impacts at intersections. This is noted as a condition of approval.

City Planning and Zoning Review Comments: Are to be completed and approved as a condition.

City Engineer Review Comments: Are to be completed and approved as a condition.

Written Agency Responses Received to Date: Black Canyon irrigation district.

Written Comments From Landowners Received to Date: There have been several landowners who have submitted letters to the city in opposition to this subdivision, with the following areas of concern:

- Smaller lots than originally proposed for this property.

P&Z response – the original plat for this property expired and the land owner needs to meet current R-3 zoning

- Barricade off existing streets so that they do not go through

P&Z response – the existing streets which were not finished with the initial phase will be connected to become through streets. The city already has problems where existing streets dead end for utilities, police, fire, ambulance.

- HOA standards may not be consistent.

P&Z response – the City is NOT a signature on any HOA documents and their requirements cannot be imposed by the City as such. The City MUST comply with City, State and Federal codes, only.

- Size of homes and lots and all things promised previously.

P&Z response – the City did not enter into a development agreement on the previous project that was built and the proposed second phase where the preliminary plat has since, long expired. The City is mandated by State law and follows current zoning requirements in place when an applicant submits for a land use permit which is exactly what the City will do and has done for this preliminary plat.

- Grade difference between this subdivision and adjoining property

P&Z response – the City engineer will review all grading requirements when the construction plans are submitted.



ADMINISTRATIVE REVIEW AND REPORT

Middleton City Council

5. PLANNING AND ZONING RECOMMENDATIONS:

The Planning and Zoning Commission, after notice and hearing, recommended that the City Council approve the request with the following conditions.

- A. City of Middleton municipal domestic water, fire flow and sanitary sewer services are extended to serve the subdivision.
- B. Applicant to prepare and submit a TIS for city approval and payment of proportionate share of traffic impact at all required intersections.
- C. Applicant completes all required street improvements.
- D. Perform a neighborhood meeting which meets MCC 1-14-1 as revised for Covid-19 restrictions.
- E. Corrections identified by the City Engineer and Planning and Zoning Official are made.
- F. Requirements of Middleton Rural Fire are incorporated.

6. CONCLUSION

It is City Council's final decision on all preliminary plat approvals. If this preliminary plat is approved by City Council, it is recommended to be approved with the conditions as above plus that the applicant will be required to pay their pro-rata share of transportation improvements (CC 5-4-4-A-2-r) which is \$101,750 at all City required intersections before final plat approval of the first phase.

Drafted by: Bruce Bayne
Date: August 5, 2020



August 3, 2020

TO: City of Middleton
Bruce Bayne, Zoning Official

FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE

A handwritten signature in black ink, appearing to read "Amy Woodruff", is written over the printed name in the "FROM" field.

RE: Estates at West Highlands Subdivision Preliminary Plat – Recommendation of Approval

Thank you for the opportunity to review the above referenced preliminary plat submittal.

We recommend City Council approve the preliminary plat subject to the following conditions:

1. Any outstanding comments by the City, including intersection improvements, be resolved and finalized.
2. Middleton City limits be verified by the surveyor preparing the plat (reference the Idaho State Tax Commission). The surveyor may submit to the City written confirmation the preliminary plat is correct as shown or the preliminary plat needs to be corrected.

Accurately date the PE and PLS stamp if the preliminary plat is corrected.

BLACK CANYON IRRIGATION DISTRICT

NOTUS, IDAHO



April 23, 2020

City of Middleton Planning and Zoning
P.O. Box 487, 1103 W. Main St.
Middleton ID 83644

RE: Estates at West Highlands Parcel No. R3757700000
Planner: Bruce Bayne

Reference to Preliminary Plat

The location is on the east side of Cemetery Road, north of Willis Road and immediately to the north of the existing Estates at Meadow Park Subdivision in Middleton, Canyon County, Idaho commonly referred to as Canyon County Parcel No. R3757700000.

Any and all **maintenance road right-of ways and lateral right of ways** will need to be protected. Also, any crossing agreements and piping agreements will need to be acquired from the **Bureau of Reclamation** to cross over the laterals, pipe the laterals or in regard to the encroachment of any nature on the right of ways.

The Black Canyon Irrigation District will require that the laterals affected by this proposed land change be piped and structures built to ensure the delivery of irrigation water to our patrons.

Furthermore, as long as this property has irrigation water attached to it, an irrigation system with an adequate overflow needs be installed to ensure the delivery of irrigation water to each lot and/or parcel of land entitled to receive irrigation water. The type of system will be determined through the review process with Black Canyon Irrigation District.

Runoff and drainage from the proposed land splits should be addressed as well to ensure downstream users are not adversely affected by the proposed land use changes.

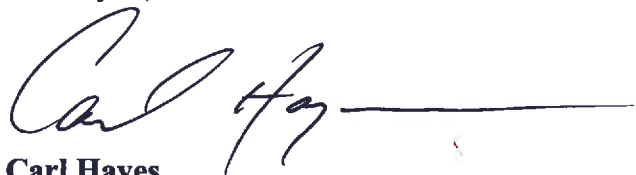
Black Canyon Irrigation & the Bureau of Reclamation will require a signed agreement be in place prior to any changes being made to the section of the C- Line East 18.1-4.2 Lateral that is affected by the proposed land changes Note: BCID & BOR will require that this section be piped to our satisfaction. Furthermore, Black Canyon Irrigation & the Bureau of Reclamation

may require additional modifications to ensure irrigation water is made available to patrons as this proposed project proceeds.

All of the above requirements shall be met, including any others that arise during future review.

If you have any questions, please contact me at 208-459-4141 Ext. 1.

Thank you,

A handwritten signature in black ink, appearing to read 'Carl Hayes', followed by a horizontal line extending to the right.

Carl Hayes
Manager, Black Canyon Irrigation District

SHEET INDEX

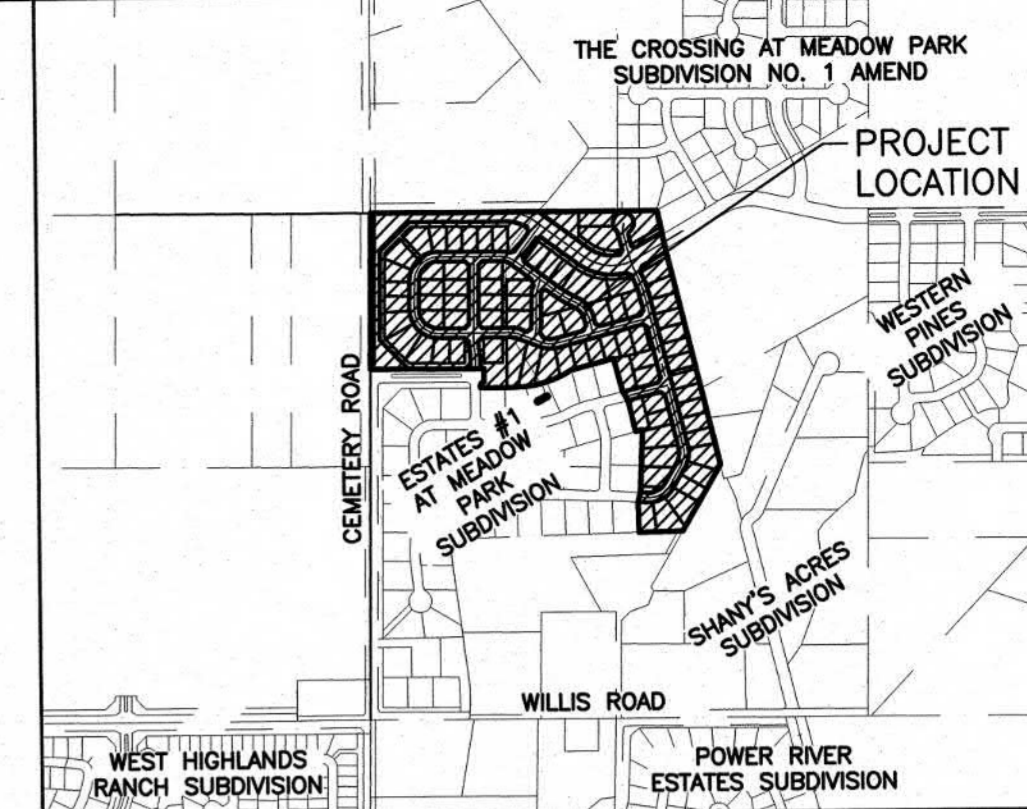
SHEET NUMBER	SHEET TITLE
PP-01	BOUNDARY AND PROJECT INFORMATION
PP-02	EXISTING AND PROPOSED CONDITIONS
PP-03	STREET SECTIONS
PP-04	PHASING PLAN

PRELIMINARY PLAT FOR ESTATES AT WEST HIGHLANDS SUBDIVISION

PORTIONS OF GOVERNMENT LOTS 3 AND 4 AND OF THE EAST HALF
OF THE SOUTHWEST QUARTER OF SECTION 31,
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
MIDDLETON, IDAHO
2020

BOUNDARY LEGEND

- Subdivision Boundary Line
- Section Line
- Lot Line
- Center Line
- Right-of-way Line
- Existing Parcel Line
- Quarter-Section Corner
- Section Corner
- Property Corner



JUB
J-U-B ENGINEERS, INC.
250 S. Beechwood Ave.
Suite 201
Boise, ID 83709-0944
Phone: 208.376.7330
www.jub.com

Line Table

Line #	Direction	Length
L3	N31°22'27"W	54.52'
L4	N00°07'42"E	10.00'
L5	N00°07'42"E	70.00'
L1	N16°39'41"E	53.16'
L2	S76°07'43"W	36.80'

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	222.11'	2914.82'	004°21'58"	S11°43'23"E	222.06'
C2	321.39'	565.00'	032°35'30"	S73°49'57"W	317.07'
C3	31.42'	20.00'	090°00'00"	N45°07'11"E	28.28'

BENCHMARK

Point	Northing	Easting	Elevation	Description
116	751286.423	2391659.257	2454.298	2" ALUMINUM CAP - ILLEGIBLE
227	751833.428	2392833.634	2457.420	#5 REBAR W/ PLASTIC CAP MARKED "LS 7729"
828	752806.308	2391672.819	2463.590	#5 REBAR W/ PLASTIC CAP MARKED "LS 9366"

COORDINATE SYSTEM:
Modified Idaho State Plane West Zone
Transverse Mercator Projection
Origin Latitude: N41°40'
Origin Longitude: W115°45'
False Northing: 0'
False Easting: 2624968.241ft
Scale Factor: 1.0000482257
Geoid 09

PHASE #	BUILDABLE LOTS	COMMON LOTS
PHASE 1	44 LOTS	5 LOTS
PHASE 2	37 LOTS	7 LOTS
TOTAL	81 LOTS	12 LOTS

NOTES:

- CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88 DATUM.
- ALL STREETS PROPOSED IN THIS DEVELOPMENT ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF MIDDLETON STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.40%.
- ALL LOTS ARE RESIDENTIAL BUILDING LOTS EXCEPT LOT 10, BLOCK 1, LOT 5, BLOCK 3, LOTS 2 AND 12, BLOCK 4, LOT 3, BLOCK 5, LOT 7, BLOCK 7, LOT 1, BLOCK 6, LOTS 12, AND 20, BLOCK 8, LOTS 1 AND 5, BLOCK 9, WHICH ARE COMMON AREA/ DRAINAGE STORAGE LOTS.
- STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
- PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, CABLE TELEVISION, AND FIBER. FIBER SHALL BE EITHER INSTALLED OR CONDUIT SHALL BE PROVIDED FOR FUTURE INSTALLATION.
- THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FROM THE CONSTRUCTED PRESSURE IRRIGATION SYSTEM AND SHALL BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
- SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
- IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT-OF-WAY. ALL IRRIGATION AND DRAINAGE FACILITIES SHALL BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
- LANDSCAPED COMMON LOTS ARE LOCATED THROUGHOUT THE PROJECT AND ARE IDENTIFIED ON THE PLAN. THESE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH CITY OF MIDDLETON, R3 ZONING STANDARDS.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805, WHICH STATES, "FOR PROPOSED SUBDIVISIONS WITHIN THE INCORPORATED LIMITS OF A CITY, THE IRRIGATION SYSTEM MUST BE APPROVED BY THE CITY ZONING AUTHORITY OR THE CITY COUNCIL, AS PROVIDED BY CITY ORDINANCE, WITH THE ADVICE OF THE IRRIGATION ENTITY CHARGED WITH THE DELIVERY OF WATER TO SAID LANDS."
- THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP NO. 16027C0235 F, COMMUNITY PANEL NO. 0235 F WHICH BEAR AN EFFECTIVE DATE OF DECEMBER 31, 1989 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
- THIS PRELIMINARY PLAT MEETS THE REQUIREMENTS OF CITY OF MIDDLETON CODE WITH NO EXCEPTIONS NOTED PER THE BEST OF THE PREPARERS KNOWLEDGE.
- UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION. FINAL DESIGN MAY VARY SLIGHTLY TO ACCOMMODATE FACTORS NOT KNOWN AT THE TIME THIS PRELIMINARY PLAT WAS PREPARED. FINAL DESIGN SHALL MEET ALL CITY OF MIDDLETON REQUIREMENTS.
- UTILITY EASEMENTS SHALL BE DEDICATED ALONG ALL FRONT LOT LINES FOR A DISTANCE OF TEN FEET (10'). ALL REAR LOT LINES TEN FEET (10'), AND ALL SIDE LOT LINES FIVE FEET (5'). COMMON LOTS SHALL HAVE A BLANKET EASEMENT COVERING THE ENTIRE LOT FOR DRAINAGE AND UTILITIES. ANY EXISTING EASEMENTS ARE SHOWN ON THE PLAT.
- CITY LIMITS IS AT THE SECTION LINE.

LAND USE SUMMARY

TOTAL AREA:	37.83 AC.
TOTAL LOTS:	93 LOTS
RESIDENTIAL LOTS:	81 LOTS
COMMON AREA LOTS:	12 LOTS
RESIDENTIAL DENSITY:	2.14 DU/AC
COMMON AREA:	3.72 AC. (9.8%)
EXISTING ZONE:	R-3

OWNER

ESTATES AT WEST HIGHLANDS, LLC
5662 CALLE REAL NO 254
GOLETA, CA 93117

DEVELOPER

LANDMARK PACIFIC INVESTORS, LLC
PO BOX 1939
EAGLE, ID 83616
DON NEWELL 208-404-2161

LEGEND

EXISTING	PROPOSED

LAND SURVEYOR

ROBERT L. KAZARINOFF, P.L.S.
J-U-B ENGINEERS
250 S. BEECHWOOD AVE.
STE. 201
BOISE, ID 83709
208-376-7330

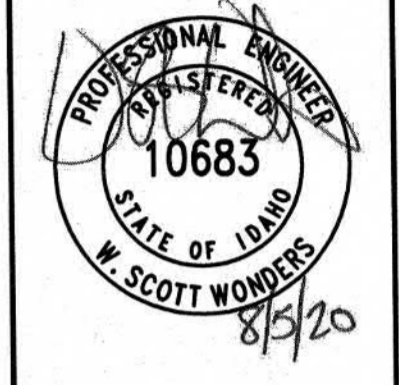
CIVIL ENGINEER

SCOTT WONDERS, P.E.
J-U-B ENGINEERS
250 S. BEECHWOOD AVE.
STE. 201
BOISE, ID 83709
208-376-7330



05 AUG 2020
BOUNDARY
CERTIFICATION

File Date: 8/5/2020 2:48 PM, Plotted By: Everett Eismann
 Date Created: 8/5/2020, JUB.COM\CENTRAL\CLIENTS\LANDMARK\PROJECTS\10-20-038-ESTATESATWESTHIGHLANDS\DESIGN\PRE-PLAT\CAD\SHEET\10-20-038-PP-PLAT.DWG



REUSE OF DRAWINGS

J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL BE REUSED WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	REVISION	DESCRIPTION	BY	DATE

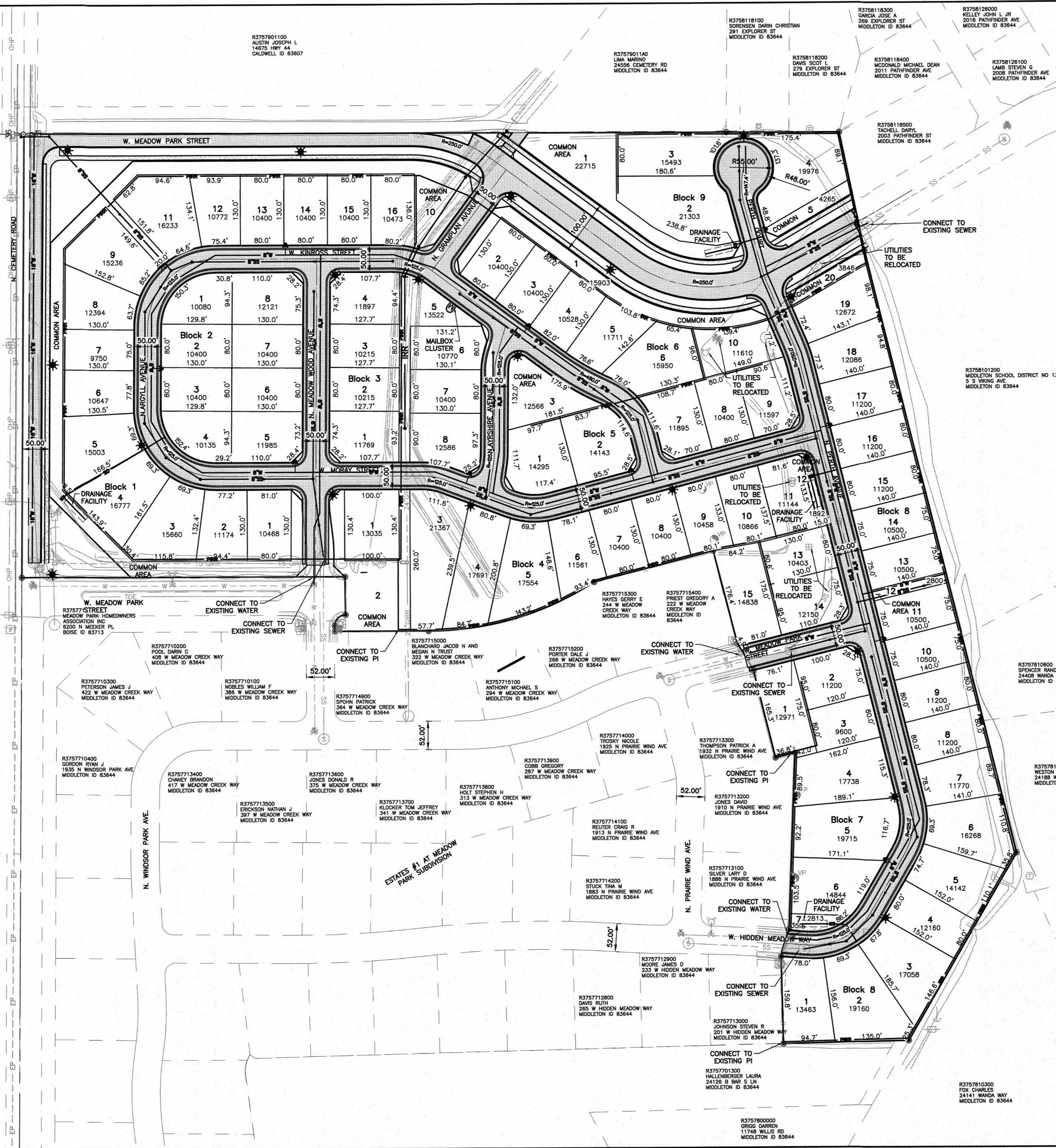
ESTATES AT WEST HIGHLANDS SUBDIVISION
MIDDLETON, IDAHO
BOUNDARY AND PROJECT INFORMATION

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 JUB PROJ. #: 10-20-038
 DRAWN BY: ---
 DESIGN BY: ---
 CHECKED BY: ---
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 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY
 LAST UPDATED: 8/5/2020
 SHEET NUMBER:
PP-01

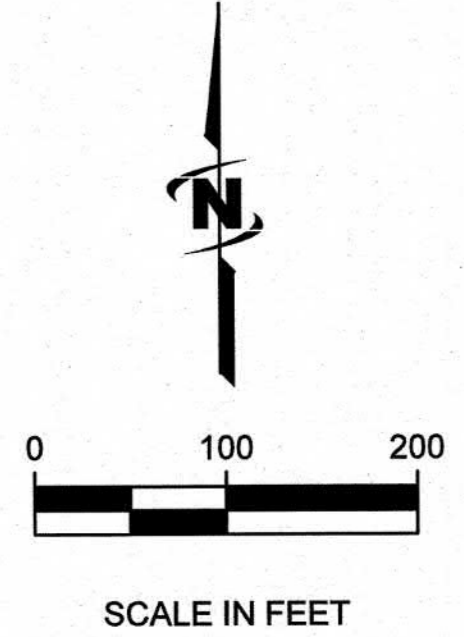
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R382080000
 WALRATH DAN G
 24617 CEMETERY RD
 MIDDLETON ID 83644

R382070100
 PAYNE GREG S
 24295 FARMWAY RD
 CALDWELL ID 83607

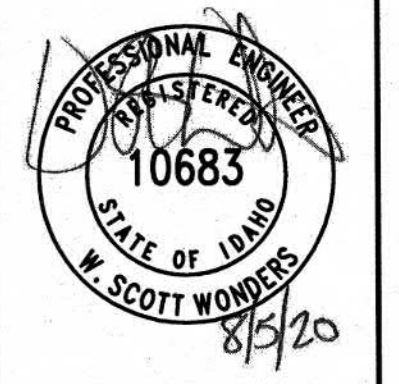


S00°35'21"W 2640.28'



NOTE:
 FIBER SHALL BE EITHER INSTALLED WITH DRY UTILITIES OR CONDUIT SHALL BE PROVIDED FOR FUTURE INSTALLATION.
 MAILBOX LOCATIONS ARE NOT FINAL. THEY MAY BE RELOCATED AS PHASES ARE DEVELOPED.

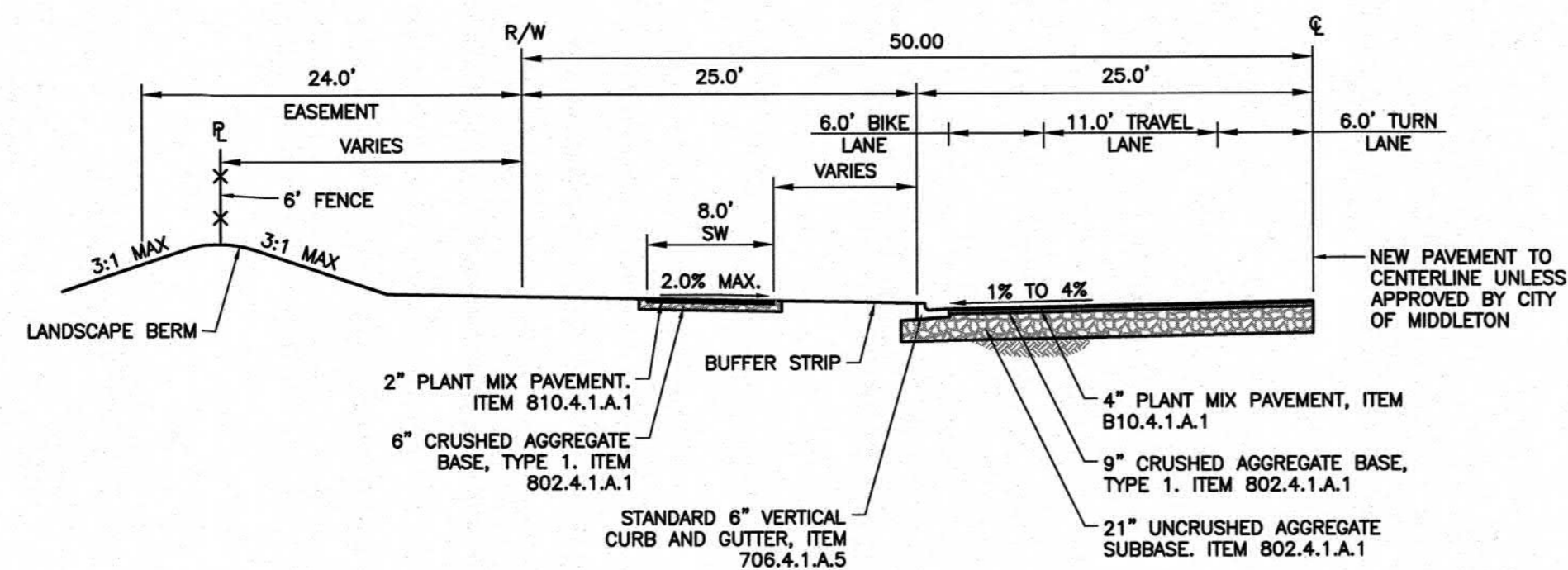
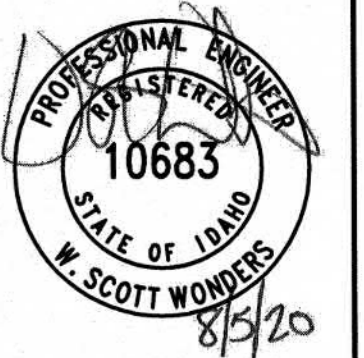
JUB
 J-U-B ENGINEERS, INC.
 J-U-B ENGINEERS, INC.
 250 S. Beechwood Ave.
 Suite 201
 Boise, ID 83709-0944
 Phone: 208.376.7330
 www.jub.com



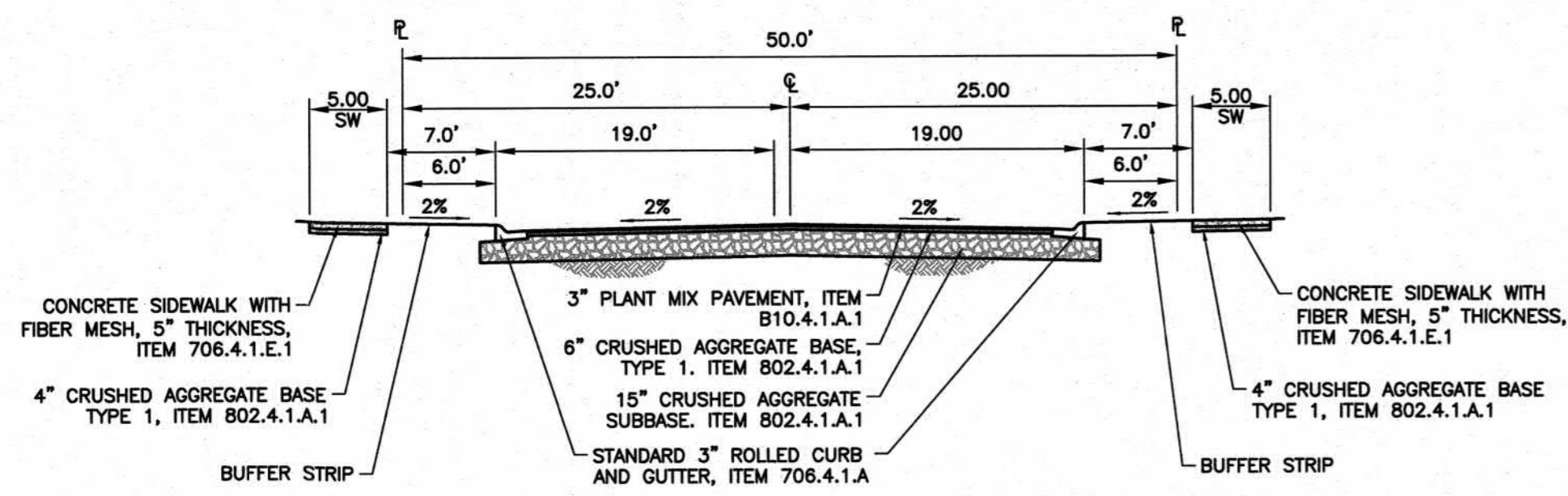
NO.	REVISION	DESCRIPTION	BY	DATE

**ESTATES AT WEST HIGHLANDS SUBDIVISION
 MIDDLETON, IDAHO**
 EXISTING AND PROPOSED CONDITIONS

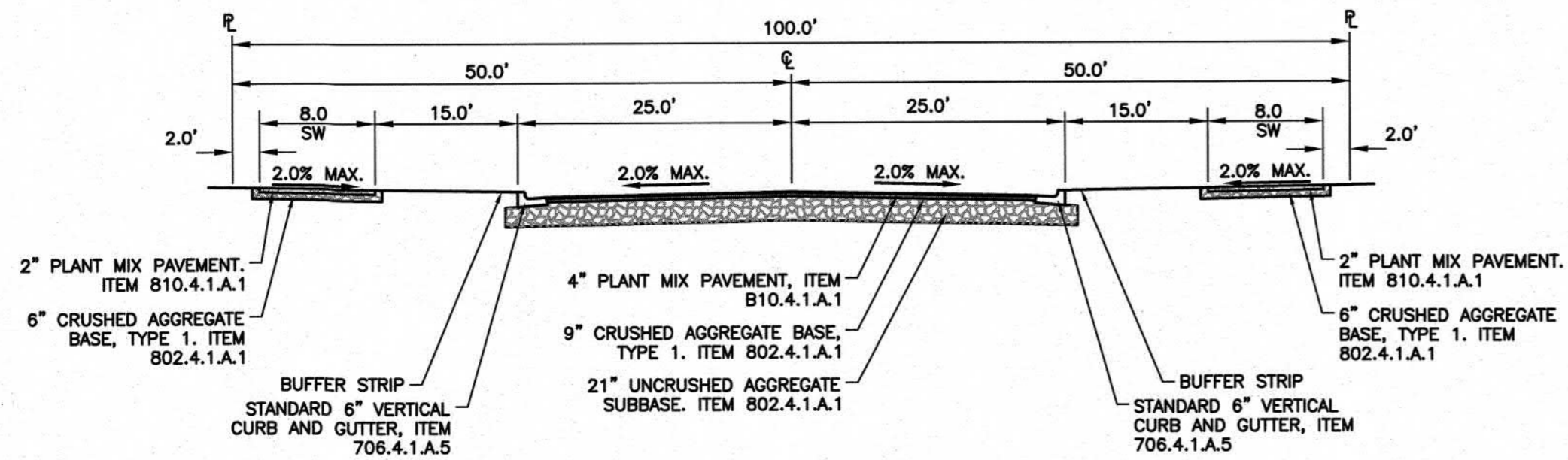
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DESIGN BY: ---
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AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY
LAST UPDATED: 8/5/2020
SHEET NUMBER: PP-02



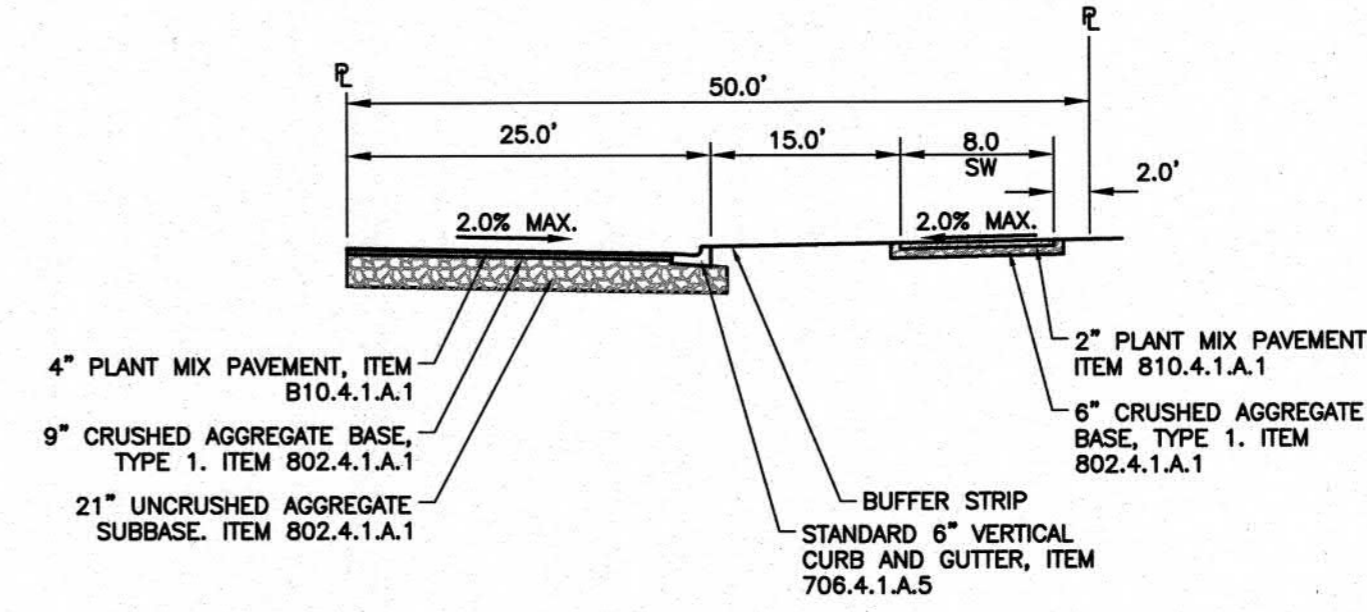
CEMETERY ROAD WIDENING
 SCALE: N.T.S.



TYPICAL LOCAL ROADWAY
 SCALE: N.T.S.



MEADOW PARK STREET SECTION
 SCALE: N.T.S.



MEADOW PARK STREET SECTION
 SCALE: N.T.S.

REUSE OF DRAWINGS
 JUB SHALL RETAIN ALL RIGHTS IN THESE DRAWINGS AND THE SAME SHALL NOT BE REUSED WITHOUT JUB'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

NO.	DESCRIPTION	BY	DATE

ESTATES AT WEST HIGHLANDS SUBDIVISION
 MIDDLETON, IDAHO

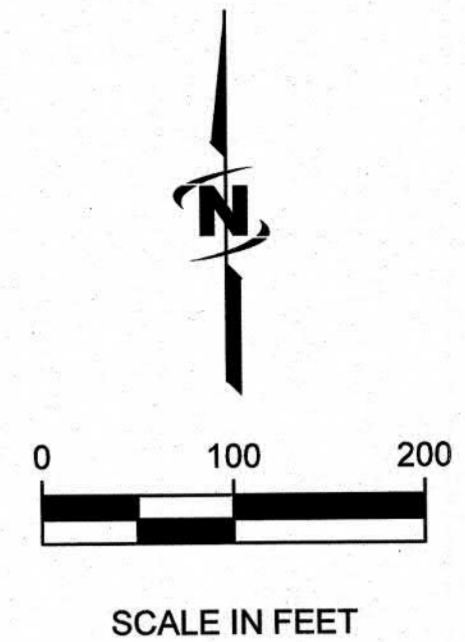
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 LAST UPDATED: 8/5/2020

SHEET NUMBER:
PP-03

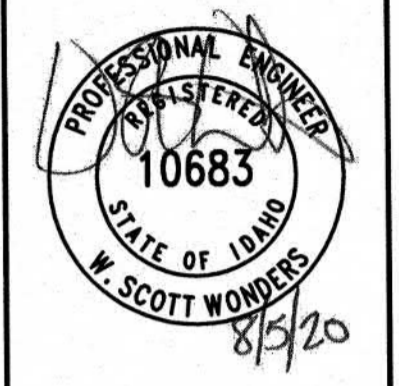
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500'35'21"W 2640.28'



PHASE #	BUILDABLE LOTS	COMMON LOTS
PHASE 1	44 LOTS	5 LOTS
PHASE 2	37 LOTS	7 LOTS
TOTAL	81 LOTS	12 LOTS

JUB
 J-U-B ENGINEERS, INC.
 250 S. Beechwood Ave.
 Suite 201
 Boise, ID 83709-0944
 Phone: 208.376.7330
 www.jub.com



REUSE OF DRAWINGS
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NO.	REVISION	DESCRIPTION	BY	DATE

**ESTATES AT WEST HIGHLANDS SUBDIVISION
 MIDDLETON, IDAHO**
 PHASING PLAN



FILE: 10-20-038 - PRE-PLAT
 JUB PROJ. #: 10-20-038
 DRAWN BY: ---
 DESIGN BY: ---
 CHECKED BY: ---
 ONE INCH
 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY
 LAST UPDATED: 8/26/2020
 SHEET NUMBER:
PP-04



CITY OF MIDDLETON

P O Box 487
1103 W MAIN ST, MIDDLETON, ID 83644
208-585-3133, FAX: 208-585-9601
WWW.MIDDLETON.ID.GOV



Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ 4500.00 R#4.000097

Application Accepted by: [Signature]

Date Application Accepted: 4-21-2020

Applicant:

Landmark Pacific Investors 208.404.2161 ashtonhomes@hotmail.com
Name Phone Email
PO Box 1939 Eagle, ID 83616
Mailing Address City, State Zip

Representative:

JUB Engineers 208.376.7330 wshrief@jub.com
Name Phone Email
250 S. Beechwood Boise, ID 83709
Mailing Address City, State Zip Code

PUBLIC HEARINGS**

- Annexation and Zoning
Rezone
Vacate Right-of-Way
Comprehensive Plan Map or Text Amendment

PUBLIC MEETINGS*

- Design Review
Preliminary Plat
Construction Plans ***
Final Plat

PUBLIC HEARINGS**

- Development Agreement
Ordinance Amendment
Special Use Permit
Variance

* Public Meetings: Individuals have a right to observe, not comment, at an open meeting at which the application is being considered by decision makers. Plats designed to city code and standards do not require a neighborhood meeting or public hearing.

** Public Hearings: a neighborhood meeting is required before filing an application, and individuals have a right to participate in the hearing by offering comments. Plats not designed to city code and standards require a neighborhood meeting and public hearing.

*** Administratively: reviewed and approved by the City Engineer and Zoning Official.

Subdivision or Project Name: Estates at West Highlands Subdivision

Site Address: Cemetery Road Total Acres: 37.83

Crossroads: Cemetery Road/ Willis Road

Existing Zoning: R-3 Proposed Zoning: N/A

Floodplain Zone: N/A Hillside (grades exceeding 10%): N/A

Wendy Shrief / JUB 4/15/2020 [Signature]
Applicant's Printed Name Date Applicant's Signature



CITY OF MIDDLETON
 P O BOX 487
 1103 W MAIN ST, MIDDLETON, ID 83644
 208-585-3133, FAX: 208-585-9601
 WWW.MIDDLETON.ID.GOV

Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ 4500.00

Application Accepted by: JR

Date Application Accepted: 4-21-2020

Checklist - A complete Planning and Zoning Application must include the following.

- ✓ **Application Form**
- ✓ **Application Fee** (see Fee Schedule). Note: City Engineer and City Attorney expenses incurred by the city throughout the approval process that are related to relating to this Application are billed to the applicant in addition to the Application Fee. _____ Applicant Initial
- ✓ **Vicinity Map:** attach an 8 ½" x 11" map showing the subject property in relation to land around it that includes the nearest public roads.
- ✓ **Narrative:** describe and explain your request, anticipated adverse impacts on neighbors, and other information helpful to decision-makers. Please attach the following if applicable.

Applicable Not Applicable

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Describe how request is consistent with comprehensive plan (for annexation, zoning, comprehensive plan or ordinance amendments only) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Design review materials and information (design review application only) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Proposed preliminary plat, drainage calculations, traffic impact study |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Proposed construction drawings (construction plans application only) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Proposed final plat (for final plat application only) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Proposed development agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Worksheet (for special use permit or variance only) |

- ✓ **Proof of Ownership or Owner's Consent:** attach a copy of landowner's deed and, if applicable, a letter from the landowner that authorizes the applicant to file an application.
- ✓ **Property Boundary Description** including reference to adjoining road and waterway names that is signed and stamped by a land surveyor registered in the State of Idaho. If more than one zoning designation is being requested, separate legal descriptions are required for each zoning designation.
- ✓ **Neighborhood Meeting:** If applicable, attach original sign-up sheet.
- ✓ **Mailing Labels:** Adhesive mailing labels containing the names and addresses of property owners within 300 feet of the external boundaries of the subject property (available at Canyon County Assessor's office or title companies). Two(2) sets if application requires a public hearing.

Complete Application (City use only: check box and initial if Application is complete): JR

4-21-2020



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

April 15, 2020

City of Middleton
Bruce Bayne, Planning and Zoning Official
P.O. Box 487
Middleton, ID 83644

RE: ESTATES AT WEST HIGHLANDS SUBDIVISION PRELIMINARY PLAT APPLICATION

Mr. Bruce Bayne:

On behalf of our client, Landmark Pacific Investors, please accept this request for a Preliminary Plat application for Estates at West Highlands Subdivision; the proposed development is located on the east side of Cemetery Road, immediately to the north of the existing Estates at Meadow Park Subdivision. The property is currently located in the City of Middleton and the property is zoned R-3 for residential development. The proposed development will meet all City of Middleton code requirements and dimensional standards.

Preliminary Plat

The design of the project is intended to provide large residential lots for Middleton residents. The 37.83 acre property will be divided into 81 residential lots and 10 common lots. The property is currently zoned R-3 and the proposed development meets all dimensional standards for the R-3 zoning district. The average lot size in the subdivision is 12,859 square feet in size. The density of the proposed development is 2.14 dwelling units per acre. 10.2 % of the subdivision property will be dedicated to qualified open space.

There are adequate public services available to this area to serve the subdivision; water and sewer will be extended from existing utilities in Estates at Meadow Park Subdivision in accordance with the City of Middleton's utility plan for the area. The development will be served with public sewer and water provided by the City of Middleton. Fire protection will be available through the Middleton Fire Department. Storm water will be retained on site and designed by a civil engineer in accordance with City of Middleton requirements.

All interior roads will be designed and constructed per City of Middleton standards.

Neighborhood Meeting

A Neighborhood Meeting was held on April 7, 2020 in accordance with City of Middleton standards. Due to restrictions on public gatherings during the COVID-19 pandemic, the Neighborhood Meeting was held via a teleconference call. Notice of the Neighborhood Meeting was mailed to all neighbors within 300' of the subject property. Neighbors were given the opportunity to submit comments by email and mail if they were unable to join the Neighborhood Meeting teleconference call. A list of neighbors who joined the Neighborhood Meeting Call is attached as a part of this application along with a meeting summary and a recording of the Neighborhood Meeting. Comments received from neighbors are also attached as a part of this application.

A second follow-up call with neighbors was held on April 14th, 2020 to allow neighbors to ask additional questions about the proposed development and to allow for any neighbors who were unable to join the April 7th call to have a second opportunity to learn about the proposed development. A notice was sent to all neighbors within 300' of the subject property to notify them of the second phone call. A list of neighbors who joined the call and a meeting summary are attached.

Thank you for your consideration of this proposed development, we believe that Estates at West Highlands Subdivision will be a positive addition to the City of Middleton and we look forward to working with you on this project. The development has been designed in accordance with the City of Middleton's Code and Comprehensive Plan. Please contact me at 376-7330 if you have any questions regarding this application.

Sincerely,

J-U-B ENGINEERS, Inc.


Wendy Shrief, AICP

April 13, 2020

City of Middleton
1103 West Main Street
Middleton, ID 83644

RE: ~37.85 acres in Middleton, ID

I, Noelle Gambill, Manager of Coleman Real Estate Holdings LLC, Member of Estates at West Highlands LLC, 5662 Calle Real #254, Goleta, CA 93117, affirm the following:

I am the record owner of the property described as parcel number R3757700000, which is further described on the attached "Exhibit A."

I grant my permission to JUB Engineers, Inc. to submit an application, on behalf of Landmark Pacific Development Inc. pertaining to the above-mentioned property.



Noelle Gambill
Manager, Coleman Real Estate Holdings LLC

4-13-2020
Date

EXHIBIT A

A parcel of Land located in the Southwest 1/4 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho and described as follows:

Basis of bearing being the West line of said Southwest quarter derived from found monuments and taken as North 00°01'01" West.

Beginning at a brass cap monument marking the Southwest corner of said Section 31;

thence

Along the West line of said Southwest 1/4 North 00°01'01" West, a distance of 2,640.22 feet to a 1/2 inch rebar marking the West 1/4 corner of said Section 31;

thence

Along the North line of the Northwest 1/4 of said Southwest 1/4 North 89°30'54" East, a distance of 1,289.56 feet to a brass cap monument marking the Northeast corner of said Northwest 1/4 Southwest 1/4;

thence

Along the North line of the Northeast 1/4 Southwest 1/4 North 89°33'45" East, a distance of 207.12 feet;

thence

Along the arc of a non tangent curve to the left, of which the radius point lies North 79°52'55" East, a radial distance of 2,914.85 feet and having a chord bearing of South 12°18'02" East, 222.01 feet;

thence

Southerly along the arc, through a central angle of 04°21'54" a distance of 222.06 feet;

thence

South 14°28'59" East, a distance of 1,138.19 feet to a 5/8 inch rebar;

thence

South 29°28'30" West, a distance of 397.87 feet;

thence

South 88°03'58" West, a distance of 1,200.14 feet;

thence

North 56°31'26" West, a distance of 12.01 feet to the centreline of a ditch;

thence

Along said centreline the following four (4) calls:

Along the arc of a non tangent curve to the left, of which the radius point lies South 56°31'26", a radial distance of 52.18 feet and having a chord bearing of South 12°39'22" West, 37.09 feet;

thence

Southerly along the arc, through a central angle of 41°38'25", a distance of 37.92 feet;

South 08°09'53" East, a distance of 702.74 feet along the arc of a curve to the right having a radius of 732.29 feet, an arc

length of 131.81 feet, a central angle of 10°18'47", and a chord bearing South 02°59'30" East, a distance of 131.63 feet;

South 02°09'55" West, a distance of 86.33 feet to a point on the South line of the Southwest 1/4 of said Section 31;

thence

Leaving said centreline and along said South line South 89°33'35" West, a distance of 517.65 feet to the POINT OF BEGINNING.

Excepting therefrom: That portion of the above legal description platted as THE ESTATES NO.1 AT MEADOW PARK, according to the Official Plat thereof filed in Book 40 of Plats at Page 49, Records of Canyon County, Idaho.

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

Recorded at Request of:
Zions First National Bank

Mail tax notice to:

201108007/CH/DS SPECIAL WARRANTY DEED
(Corporate Form)

ZIONS FIRST NATIONAL BANK, a National Banking Association ("Zions") organized and existing under the laws of the United States of America with its principal office at Salt Lake City, County of Salt Lake, State of Utah, grantor, hereby CONVEYS AND WARRANTS to:

ESTATES AT WEST HIGHLANDS LLC, AN IDAHO LIMITED LIABILITY COMPANY;
1859 S Topaz Way, Ste 200, Meridian, ID 83642

grantee
for the sum of TEN AND NO/100----- DOLLARS
AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract(s) of
land in Canyon County, State of Idaho

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO general property taxes for the year 2011 and thereafter.

This Special Warranty Deed specifically limits any warranties made by Zions with respect to the real property described herein, and Zions does not make any warranties with respect to such real property. Further this Special Warranty Deed is conveyed subject to all liens, leases, easements, restrictions, reservations and encumbrances, of every kind and nature whatsoever, of record discoverable from an inspection of the above-referenced property, or enforceable at law or in equity.

In witness whereof, the grantor has caused its corporate name to be hereunto affixed by its duly authorized officers this 28 day of December 2011

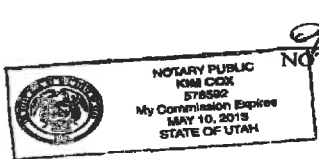
ZIONS FIRST NATIONAL BANK

By: 
Zachary D. Nelson, Vice President

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledge before me this 28 day of Dec 2011, by Zachary D. Nelson, the V.P. of Zions First National Bank, a national banking association.

My Commission Expires:
Residing At:
Salt Lake




NOTARY PUBLIC

File No. 201108007

EXHIBIT A

Parcel I

A parcel of land located in the SW $\frac{1}{4}$ of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho and described as follows:

Basis of bearing being the West line of said Southwest Quarter derived from found monuments and taken as North 00°01'01" West.

BEGINNING at a brass cap monument marking the southwest corner of said Section 31;
Thence along the west line of said SW $\frac{1}{4}$ North 00°01'01" West a distance of 2,640.22 feet to a $\frac{1}{2}$ -inch rebar marking the West $\frac{1}{4}$ Corner of said Section 31;
Thence along the north line of the NW $\frac{1}{4}$ of said SW $\frac{1}{4}$ North 89°30'54" East a distance of 1,289.56 feet to a brass cap monument marking the northeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence along the north line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ North 89°33'45" East a distance of 207.12 feet;
Thence along the arc of a non tangent curve to the left, of which the radius point lies North 79°52'55" East, a radial distance of 2,914.85 feet and having a chord bearing of South 12°18'02" East 222.01 feet;
Thence Southerly along the arc, through a central angle of 04°21'54" a distance of 222.06 feet;
Thence South 14°28'59" East a distance of 1,138.19 feet to a 5/8-inch rebar;
Thence South 29°28'30" West a distance of 397.87 feet;
Thence South 88°03'58" West a distance of 1,200.14 feet;
Thence North 56°31'26" West a distance of 12.01 feet to the centerline of a ditch;
Thence along said centerline the following four (4) calls:
Along the arc of a non tangent curve to the left, of which the radius point lies South 56°31'26", a radial distance of 52.18 feet and having a chord bearing of South 12°39'22" West 37.09 feet;
Thence Southerly along the arc, through a central angle of 41°38'25" a distance of 37.92 feet;
South 08°08'53" East a distance of 702.74 feet along the arc of a curve to the right having a radius of 732.29 feet, an arc length of 131.81 feet, a central angle of 10°18'47", and a chord bearing South 02°59'30" East a distance of 131.63 feet;
South 02°09'55" West a distance of 86.33 feet to a point on the south line of the SW $\frac{1}{4}$ of said Section 31;
Thence leaving said centerline and along said south line South 89°33'35" West a distance of 517.65 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM: That portion of the above legal description platted as THE ESTATES NO. 1 AT MEADOW PARK, according to the Official Plat thereof filed in Book 40 of Plats at Page 49, records of Canyon County, Idaho.

Parcel II

FDe No. 201106007

Lots, 2, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 42, 43, 44 in Block 1 AND Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 in Block 2 AND Lots, 2, 3, 4, 5, 6, 7, in Block 3 all in THE ESTATES NO. 1 AT MEADOW PARK, according to the Official Plat thereof filed in Book 40 of Plats at Page 49, records of Canyon County, Idaho.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT "A"

ESTATES AT WEST HIGHLANDS SUBDIVISION
LEGAL DESCRIPTION

Those portions of Government Lots 3 and 4 and of the East Half of the Southwest Quarter of Section 31, Township 5 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho, described as follows:

BEGINNING at the west quarter corner of Section 31, Township 5 North, Range 2 West, Boise Meridian, from which the southwest corner of said Section 31 bears South 00°35'21" West, 2,640.28 feet;

Thence S 89°52'18" E, 1,289.56 feet along the north line of said Government Lot 3 to the northeast corner thereof;

Thence S 89°49'34" E, 207.12 feet to the northeast corner of Parcel 1 according to that Record of Survey for Capital Development recorded under Instrument No. 2006-076621, Canyon County Records and the beginning of a non-tangent curve;

Thence along the easterly and southeasterly boundary of said Parcel 1 the following four (4) courses:

- 1) Along said non-tangent curve to the left an arc length of 222.11 feet, having a radius of 2,914.82 feet, a central angle of 04°21'58", a chord bearing of S 11°43'23" E and a chord length of 222.06 feet;
- 2) S 13°52'13" E, 1,138.14 feet;
- 3) S 30°04'53" W, 397.83 feet;
- 4) S 88°40'21" W, 231.89 feet to the southeast corner of Lot 33, Block 1 of The Estates No. 1 at Meadow Park according to the official plat thereof filed in Book 40 of Plats at Page 49, Canyon County Records;

Thence along the easterly and northerly boundary of said Estates No. 1 at Meadow Park the following fourteen courses:

- 1) N 01°19'39" W, 156.39 feet;
- 2) N 16°39'41" E, 53.16 feet;
- 3) N 02°10'51" E, 323.26 feet;
- 4) S 76°07'43" W, 36.80 feet;
- 5) N 13°52'17" W, 168.03 feet;
- 6) N 31°22'27" W, 54.52 feet;
- 7) N 13°45'19" W, 176.42 feet;
- 8) S 76°04'42" W, 226.00 feet to the beginning of a non-tangent curve;

ESTATES AT WEST HIGHLANDS SUBDIVISION
LEGAL DESCRIPTION



J-U-B ENGINEERS, INC.

- 9) Along said non-tangent curve to the right an arc length of 321.39 feet, having a radius of 565.00 feet, a central angle of 32°35'30", a chord bearing of S 73°49'57" W and a chord length of 317.07 feet;
- 10) N 89°52'18" W, 172.02 feet;
- 11) N 00°07'42" E, 10.00 feet to the beginning of a non-tangent curve;
- 12) Along said non-tangent curve to the right an arc length of 31.42 feet, having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of N 45°07'11" E and a chord length of 28.28 feet;
- 13) N 00°07'42" E, 70.00 feet;
- 14) N 89°52'18" W, 593.66 feet to the west line of said Section 31;

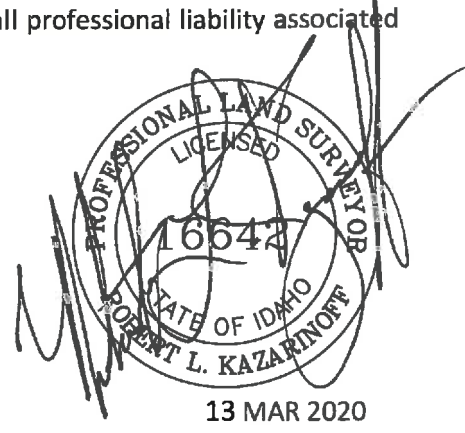
Thence N 00°35'21" E, 814.03 feet along said west line to **the POINT OF BEGINNING**, containing 37.83 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

Date



**ESTATES AT WEST HIGHLANDS SUBDIVISION
LEGAL DESCRIPTION**

**Estates at West Highlands Subdivision
Middleton, Idaho**

Neighborhood Meeting

~~March~~ April 7, 2020

Sign-In Sheet

Kristi and Gerry Hayes	244 W. Meadow Creek Way
Brittany Davis	265 W. Meadow Creek Way
Greg and Angela Priest	222 W. Meadow Creek Way
Lary and Maryann Silver	1886 N. Prairie Wind Ave.
Craig and Janell Reuter	1913 N. Prairie Wind Ave.
Jake and Megan Blanchard	322 W. Meadow Creek Way
Charles Fox	24141 Wanda Way

**Estates at West Highlands Subdivision
Middleton, Idaho**

Neighborhood Meeting Follow-Up

~~March~~ April 14, 2020

Sign-In Sheet

Kristi and Gerry Hayes	244 W. Meadow Creek Way
Vicki Tachell	2003 Pathfinder St.
Greg and Angela Priest	222 W. Meadow Creek Way
Lary and Maryann Silver	1886 N. Prairie Wind Ave.
Craig and Janell Reuter	1913 N. Prairie Wind Ave.
Nathan and Amy Erickson	397 W. Meadow Creek Way
Charles and Brock Fox	24141 Wanda Way
Bill Nobles	386 Meadow Creek Way
Tina Stuck	1883 N. Prairie Wind Ave.
Marino Lima	24556 Cemetery Rd.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

April 15, 2020

City of Middleton
Bruce Bayne, Planning and Zoning Official
P.O. Box 487
Middleton, ID 83644

**RE: ESTATES AT WEST HIGHLANDS SUBDIVISION NEIGHBORHOOD MEETING
SUMMARY**

April 7, 2020 Neighborhood Meeting:

Major issues discussed include the following:

- Several neighbors commented on lots sizes and discussed a preference for half acre lot sizes
- Neighbors expressed concerns on traffic that would be generated by the new residents in the subdivision
- Several neighbors stated that they thought it was difficult to join the phone call for the Neighborhood Meeting
- Neighbors had questions on phasing and access points for the subdivision
- Neighbors had questions on home prices and footprints for homes that would be constructed in the subdivision
- A neighbor with a home to the southeast of the subdivision had questions about whether two story homes would be constructed in Block 8 Lots 2-7. They also inquired about whether privacy fencing or additional landscaping could be installed to create a buffer between their home and proposed homes
- Brittany Davis had questions regarding a seasonal "pond" that appears on her property in the spring - she wanted to make sure that this was investigated and that the situation would not be worsened by the new subdivision
- Neighbors expressed concern on how school traffic would impact them when the new subdivision was constructed
- Neighbors requested a follow-up phone call to have questions answered regarding the HOA and Pressurized Irrigation for the proposed subdivision

April 14, 2020 Follow-up call with Neighbors

Major issues discussed include the following:

- Questions on entrance at Meadowcreek - can landscaping be improved?
- Question about whether subject property will be cleaned up after windstorm left debris
- Question about whether two-story homes will be restricted at perimeter of subdivision
- Marina Lima, neighbor to the north, had questions regarding the ROW for the future road proposed at the north of the subdivision
- Several neighbors expressed a strong preference for the original alignment of the arterial at Meadow Park Street
- Concerns were expressed about lot sizes and home values
- Concerns were expressed about whether residents will be able to use the existing facilities in neighboring subdivisions
- Neighbors thought that proposed subdivision should provide additional amenities
- Concerns were expressed regarding the name of the proposed subdivision

Sincerely,
J-U-B ENGINEERS, Inc.

Wendy Shrief, AICP

4/3/20

JUB Engineers

250 S. Beechwood Ave. Ste 201

Boise, ID 83709

ATTN: Wendy Shrief

My name is James Weston and I am writing in regards to a Proposed Residential Subdivision and a meeting to be held on April 27, 2020 by telecon at 6:00 p.m. I would like my comments to be submitted for this meeting.

I am a home owner that adjoins the proposed subdivision on the South East corner that joins proposed lots 7, 8, and 9. My concerns and questions are as follows:

- I would like to know what the plans are for the parameter of this project adjoining our properties (approx. 330'). I assume you are aware that there is approximately a 3'-5' height difference with a drainage runoff on the Southeast corner of said property. This is not a gradual slope but a drop off which leads down to our driveway. In the past we have sustained substantial water damage from runoff due to broken lines. Will that part of the property be leveled off to be even with ours, or is there a retaining wall in the plans? Once residents move into the proposed homes and complete their landscaping I am afraid of the runoff causing more deterioration of the land and our property. This being said, the property drop off along plots 2, 4, 5, 6, and 7 have a drop off of up to approx. 7'-8'.
- The lots proposed at the beginning of 2015 were larger in size to be comparable to the properties surrounding the majority of this project. In the 2015 proposal there were 52 lots planned and in the new proposal there are 81 lots planned. I propose that the lot sizes are made larger, similar to the 2015 proposal.
- On the northeast corner of the proposed project there is a very large elm tree, on our property, that is 5'-6' from the property line. I am willing to discuss removal if this should propose to be a problem.

Thank you for your consideration in this matter and I will be available to discuss my concerns in more detail if need be. I can be reached at 24188 Wanda Way, Middleton or by phone at (208) 249-2955.



James Weston

From: [Carrie Johnson](#)
To: citmid@middletoncity.com; [Wendy Shrief](#)
Subject: Estates at West Highlands proposed subdivision
Date: Wednesday, April 8, 2020 11:24:58 AM

[External Email]

Good morning,

I am writing in regards to the proposed subdivision the Estates at West Highlands. To begin, I would like to point out that the phone number on the form that was sent out to join the call was incorrect. How disappointing for most of our residents to not be able to partake in the conversation that will literally affect our lives.

I live at 201 W Hidden Meadow Way. I am at the end of the street next to the field where Block 8, lot 1 will begin. This new extension will affect my family more than most.

A big concern of mine is because of the new proposed lots being smaller, the new house that is to be built there will be incredibly close to our fence. We bought in West Highland Estates because we had some distance from our neighbors. We have a good amount of room on each side of our houses which puts our actual house distances a good ways apart. I am unhappy with the fact that my new neighbors will be closer than anticipated for this subdivision. I know new building will be inevitable so I'd like to see some tall trees that will act as privacy barriers between the properties. I think this is the least that should happen.

I would like to see the proposed roads through West Highland Estates to remain "closed" to through traffic. I am not opposed to a new subdivision but I would like the streets to remain lightly traveled. As it is, my children can play in the street with no issues of traffic. While that may not be a concern for most, it is one of the main reasons we bought our house. Instead, I would like to see the large tree that is in the middle of the street preserved and a walkway connecting both subdivisions. This tree would have to be removed to allow for a new street to be built. I would like to see the same apply to the end of W Meadow Creek Way. There are large trees on either side of the road that is to be extended that would have to be removed as well. Again, it would be preferable to save these trees, our community, and do a connecting walkway between the subdivisions here too.

Due to the new subdivision not being the same builder, I would also like to see a separation in the subdivisions to maintain the aesthetic of our neighborhood. We have a clear and concise build code in our neighborhood. This would not be maintained throughout the whole of the new subdivision with a different builder. Second, and the least of my concerns, is the name of the new subdivision. West Highland Estates and Estates at West Highlands are too similar and will have no seemingly discernible difference between the two.

I honestly hope that you take into consideration the effects that this will have on the current residents at West Highland Estates. We bought here because of the bigger lots, which in turn equals lower traffic. Adding smaller lots and extending our subdivision will only increase the undesired traffic flow. We welcome new neighbors....just make these new neighbors walking accessible.

Thank you for your time and consideration.

Carrie Johnson
201 W Hidden Meadow Way
Middleton, ID. 83644
208-571-6058

From: [Darin Pool](#)
To: [Wendy Shrief](#)
Cc: sbmraising5@gmail.co; citmid@middletoncity.com
Subject: Estates at the Highlands Subdivision
Date: Sunday, April 5, 2020 8:15:57 PM

[External Email]

To Whom It May Concern,

My name is Darin I am a current resident of the West Highlands Estates I am very disappointed in the way that Jub engineers, Coleman homes and the City of Middleton are trying to pull the wool over the home owner's eyes. I personally will never do business with Jub or Coleman again. You stopped the neighborhood projects under the previous city council and mayor as you did not like that they were making you live up to the promises you have made. Now a new city council and mayor are in play and you go in get your plans and start again without fulfilling any of the promises previously made to the city & the homeowners in the area.

Let me remind you that when we moved here 6 years ago there were many things that were to be part of all of this building. We cannot continue to have homes built and watch the city grow without more schools. So why is this happening? I will list the things that need to happen before you can build.

- 1) Keep the promise that the land will be given in order to build another elementary school!
- 2) Keep the promise that all the property will be 1/2 acre lots, according to the plans the average lots are going to be less than a 1/4 of an acre. - This will devalue all of the homes that are already built on 1/2 acres.
- 3) Your plans do not show what size of homes that are going to be built? How many square feet will the houses be?
- 4) The plan says that the common areas are marked but they are not specifically marked? Which lots are the common areas?
- 5) A pool is supposed to be put in over here with the new neighborhood and I do not see that on the plans? I also do not see the area that will have a playground? These were all promised when we moved in.
- 6) My math shows that the area you are proposing to put this neighborhood on is about 27 acres when you do the math keeping the original promises at 1/2 acre lots including the streets, common areas and pool then there should not be any more than 40 houses built. That gives you 20 acres for residential homes and 7 acres for streets, a common area with a pool & a playground.
- 7) Is a water pump being put in that will control only the water for the Estates? The pump that is being used now can not handle the homes it works for now. What about an area with a pond for landscape water storage that was supposed to be put in over in the other west highland neighborhood and never was?
- 8) Even the meeting is super sketchy first it is April 27th and then we get a letter a few days later saying it is moved to the 7th. Seems to me that there is a lot of dishonest things happening here.

Please do not let this kind of business practice in our neighborhood.

In closing, if Jub Engineering does not keep the original promises they don't get to build. Put these things back on the plot map change the lots to 1/2 acres and then do another meeting. If not you can buy my house for \$650,000 and I will leave and move some where I don't have to put up with dishonest

From: [Darin Pool](#)
To: [Wendy Shrief](#)
Cc: sbmraising5@gmail.com; citmid@middletoncity.com
Subject: Re: Estates at the Highlands Subdivision
Date: Sunday, April 5, 2020 10:40:59 PM

[External Email]

The original plans still need to be honored no matter who the new land owner is. My number is 208 506 0080 you can call me after 11:00am tomorrow as I have business calls I will be on until then.

Thank you,

Darin Pool

[Sent from Yahoo Mail for iPhone](#)

On Sunday, April 5, 2020, 8:25 PM, Wendy Shrief <wshrief@jub.com> wrote:

Darin,

Can you send me a number where I can reach you to follow-up tomorrow? Please note that this development is not related to the Toll / Coleman Highlands project - this property has a different landowner, a different developer, and a different home builder.

I will also be available at the Neighborhood Meeting call on Tuesday at 6 to discuss the concerns you have regarding the project.

Thanks,

Wendy

Wendy Shrief
[208.559.1760](tel:208.559.1760)

On Apr 5, 2020, at 8:15 PM, Darin Pool <soccerdarin5@yahoo.com> wrote:

[External Email]

To Whom It May Concern,

My name is Darin I am a current resident of the West Highlands Estates I am very disappointed in the way that Jub engineers, Coleman homes and the

Concerned Neighbor Darin Pool

This e-mail and any attachments involving J-U-B or a subsidiary business may contain information that is confidential and/or proprietary. Prior to use, you agree to the provisions found on the Electronic Documents/Data License, which can be accessed from the footer on the J-U-B home page. If you believe you received this email in error, please reply to that effect and then delete all copies.

From: marianness1958@aol.com
To: [Wendy Shrief](#)
Date: Monday, March 30, 2020 2:17:15 PM
Attachments: [20200330_141234.jpg](#)

[External Email]

Hello Wendy! We received the Estates at the Highlands plot map with legends. My husband and I cannot figure out if a home will be direct behind our home at 364 W Meadiw Creek Way. I attached a photo of the lot. Can you tell us what will be there please? Thanks so much - Patrick and Marianne Spohn.

Shared via the [AOL App](#)

UNV80102

Laser / Inkjet printer labels

MICHAEL S ANTHONY
294 W MEADOW CREEK WAY
MIDDLETON ID 83644

JOSEPH AUSTIN
14675 HWY 44
CALDWELL ID 83607

JACOB N AND MEGAN BLANCHARD N
TRUST
322 W MEADOW CREEK WAY
MIDDLETON ID 83644

BRANDON CHANEY
417 W MEADOW CREEK WAY
MIDDLETON ID 83644

GREGORY COBB
287 W MEADOW CREEK WAY
MIDDLETON ID 83644

COOKIE JAR INVESTMENTS
24081 WANDA WAY
MIDDLETON ID 83644

RUTH DAVIS
265 W HIDDEN MEADOW WAY
MIDDLETON ID 83644

SCOT L DAVIS
279 EXPLORER ST
MIDDLETON ID 83644

NATHAN J ERICKSON
397 W MEADOW CREEK WAY
MIDDLETON ID 83644

ESTATES AT WEST HIGHLANDS LLC
5662 CALLE REAL NO 254
GOLETA CA 93117

CHARLES FOX
24141 WANDA WAY
MIDDLETON ID 83644

JOSE A GARCIA
269 EXPLORER ST
MIDDLETON ID 83644

RYAN J GORDON
1935 N WINDSOR PARK AVE
MIDDLETON ID 83644

DARREN GRIGG
11748 WILLIS RD
MIDDLETON ID 83644

KENT HADFIELD
3750 N BUCKSTONE
MERIDIAN ID 83646

LAURA HALLENBERGER
24126 B BAR S LN
MIDDLETON ID 83644

GERRY E HAYES
244 W MEADOW CREEK WAY
MIDDLETON ID 83644

STEPHEN H HOLT
313 W MEADOW CREEK WAY
MIDDLETON ID 83644

STEVEN R JOHNSON
201 W HIDDEN MEADOW WAY
MIDDLETON ID 83644

DAVID JONES
1910 N PRAIRIE WIND AVE
MIDDLETON ID 83644

DONALD R JONES
375 W MEADOW CREEK WAY
MIDDLETON ID 83644

JOHN L JR KELLEY
2016 PATHFINDER AVE
MIDDLETON ID 83644

TOM JEFFREY KLOCKER
341 W MEADOW CREEK WAY
MIDDLETON ID 83644

STEVEN G LAMB
2008 PATHFINDER AVE
MIDDLETON ID 83644

MARINO LIMA
24556 CEMETERY RD
MIDDLETON ID 83644

MICHAEL DEAN MCDONALD
2011 PATHFINDER AVE
MIDDLETON ID 83644

MEADOW PARK HOMEOWNERS
ASSOCIATION INC
6200 N MEEKER PL
BOISE ID 83713

MIDDLETON SCHOOL DISTRICT NO
134
5 S VIKING AVE
MIDDLETON ID 83644

JAMES D MOORE
233 W HIDDEN MEADOW WAY
MIDDLETON ID 83644

WILLIAM F NOBLES
386 W MEADOW CREEK WAY
MIDDLETON ID 83644

UNV80102

Laser / Inkjet printer labels

**GREG S. PAYNE
24295 FARMWAY RD
CALDWELL ID 83607-8813**

**JAMES J PETERSON
422 W MEADOW CREEK WAY
MIDDLETON ID 83644**

**DARIN C POOL
408 W MEADOW CREEK WAY
MIDDLETON ID 83644**

**DALE J PORTER
266 W MEADOW CREEK WAY
MIDDLETON ID 83644**

**GREGORY A PRIEST
222 W MEADOW CREEK WAY
MIDDLETON ID 83644**

**CRAIG R REUTER
1913 N PRAIRIE WIND AVE
MIDDLETON ID 83644**

**SHANY ACRES HOMEOWNERS
ASSOCIATION INC
13159 OCOTILLO
KUNA ID 83634**

**LARY D SILVER
1886 N PRAIRIE WIND AVE
MIDDLETON ID 83644**

**DARIN CHRISTIAN SORENSEN
291 EXPLORER ST
MIDDLETON ID 83644**

**RANDY E SPENCER
24408 WANDA WAY
MIDDLETON ID 83644**

**PATRICK SPOHN
364 W MEADOW CREEK WAY
MIDDLETON ID 83644**

**TINA M STUCK
1883 N PRAIRIE WIND AVE
MIDDLETON ID 83644**

**DARYL TACHELL
2003 PATHFINDER ST
MIDDLETON ID 83644**

**PATRICK A THOMPSON
1932 N PRAIRIE WIND AVE
MIDDLETON ID 83644**

**NICOLE TROSKY
1925 N PRAIRIE WIND AVE
MIDDLETON ID 83644**

**JACOB M S TUNISON
24174 WANDA WAY
MIDDLETON ID 83644**

**DAN G WALRATH
24617 CEMETERY RD
MIDDLETON ID 83644**

**JAMES A WESTON Jr
24188 WANDA WAY
MIDDLETON ID 83644**

**CITY OF MIDDLETON: BRUCE BAYNE
P.O. BOX 487
MIDDLETON ID 83644**

TO: City of Middleton
Mayor Rule
City Council Members

FROM: West Highlands Estates Homeowners

RE: Estates at West Highlands Proposed subdivision

Date July 1, 2020



Below is a list of concerns from the homeowners and residents of Middleton regarding the proposed subdivision commonly referred to as *The Estates at West Highlands*. During the planning process, we feel that the voices and concerns of the community have not properly been heard.

It is our opinion that the proper approval process was not followed by the city regarding public notices changing the transportation plan, or by Planning and Zoning conducting public "meetings" instead of public "hearings" for the multiple changes to the existing plan.

This project has also had multiple occurrences of misrepresentation or inaccurate information provided by the developers representative (JUB) and the city itself, posting old transportation plans online as well as Planning and Zoning members indicating the public meeting was going to be tabled and was instead voted on. This should not have happened since public comment had not taken place properly nor were the many complaints read into the record.

Our request to the developer to change the design of the proposed road system has been unsuccessful, so we implore the city council to work with the developer to create harmony in the community vs. contention.

- Entry road off Meadow Park Blvd has been changed from consisting of a road heading further east into a "T" intersection and "dead ending" into an open field or water retention area. This does not contribute to the overall visual esthetics of the neighborhood as a potentially ill-maintained field or water retention area is not visually appealing as the first thing you see when entering the subdivision. This could have a negative impact on property values. See Exhibit A.
- Above mentioned road continues to use previously developed entry for the existing "Estates" however, does not continue behind already existing properties, (which was the original design). This represents a change that the neighborhood had no input on and does not contribute to the welfare and/or happiness of the existing residents.
- Above mentioned road diverts traffic from entering new subdivision past existing properties onto Meadow Creek Way which increases existing resident traffic. This increase in traffic increases "incidents" with neighbors, pets, children, wildlife, bicycles, etc. as more traffic is asked to travel down narrow neighborhood streets to access their properties. See exhibit "B."

Our request is that the Meadow Park Blvd. continue east and connect with N Five Drive which will solve most of the transportation issues and allow for continued harmony with existing residents. Please see exhibit "C."

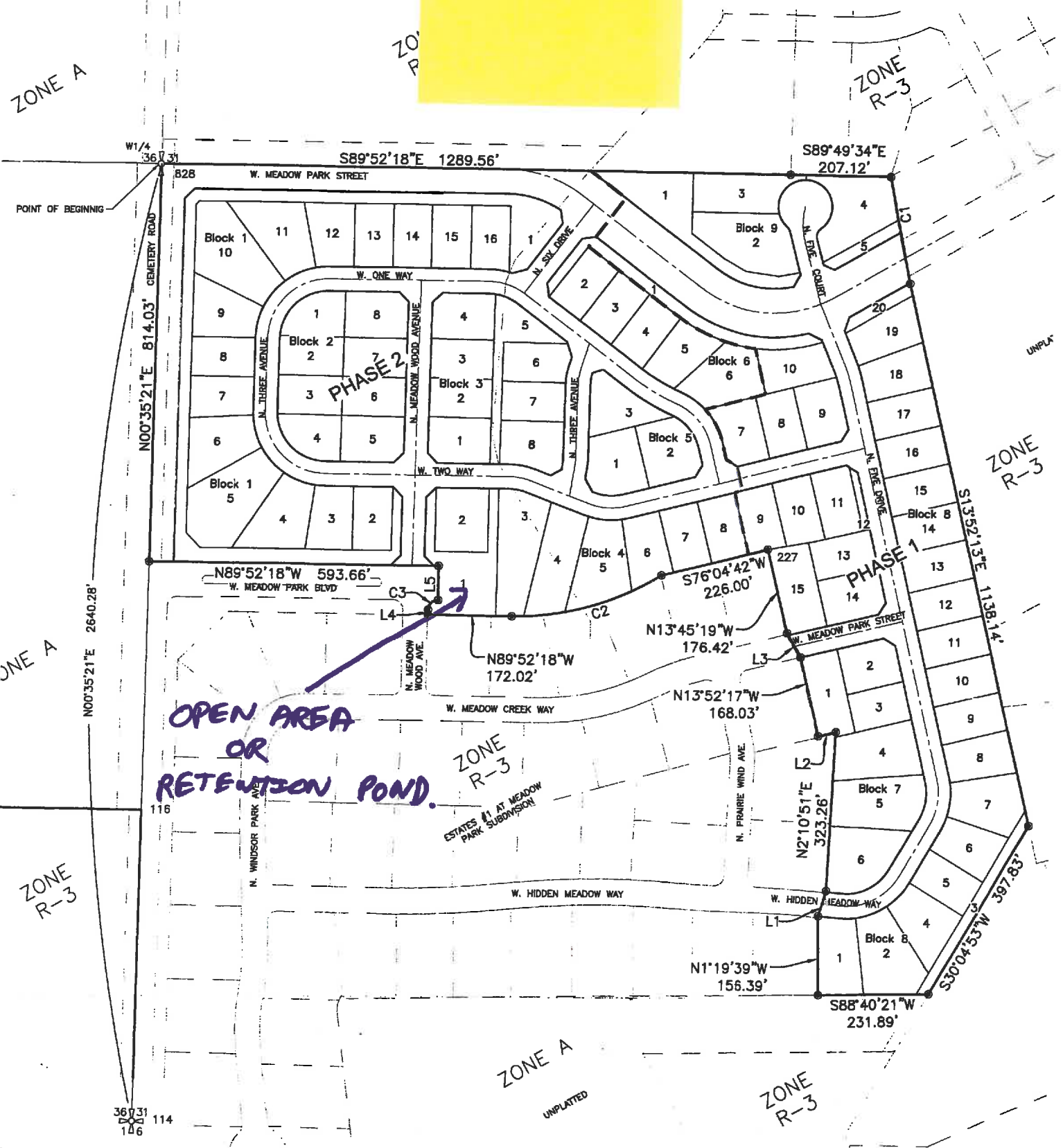
OF THE SOUTHWEST QUARTER OF E
TOWNSHIP 5 NORTH, RANGE 2 WEST, BC
MIDDLETON, IDAHO
2020

PHASE #	BUILDABLE LOTS	COMMON LOTS
PHASE 1	37 LOTS	5 LOTS
PHASE 2	44 LOTS	4 LOTS
TOTAL	81 LOTS	9 LOTS

Line Table	



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Len
C2	321.39'	565.00'	032°35'30"	S73°49'57"W	317.07'
C3	31.42'	20.00'	090°00'00"	N45°07'11"E	28.28'
C1	222.11'	2914.82'	004°21'58"	S11°43'23"E	222.06'



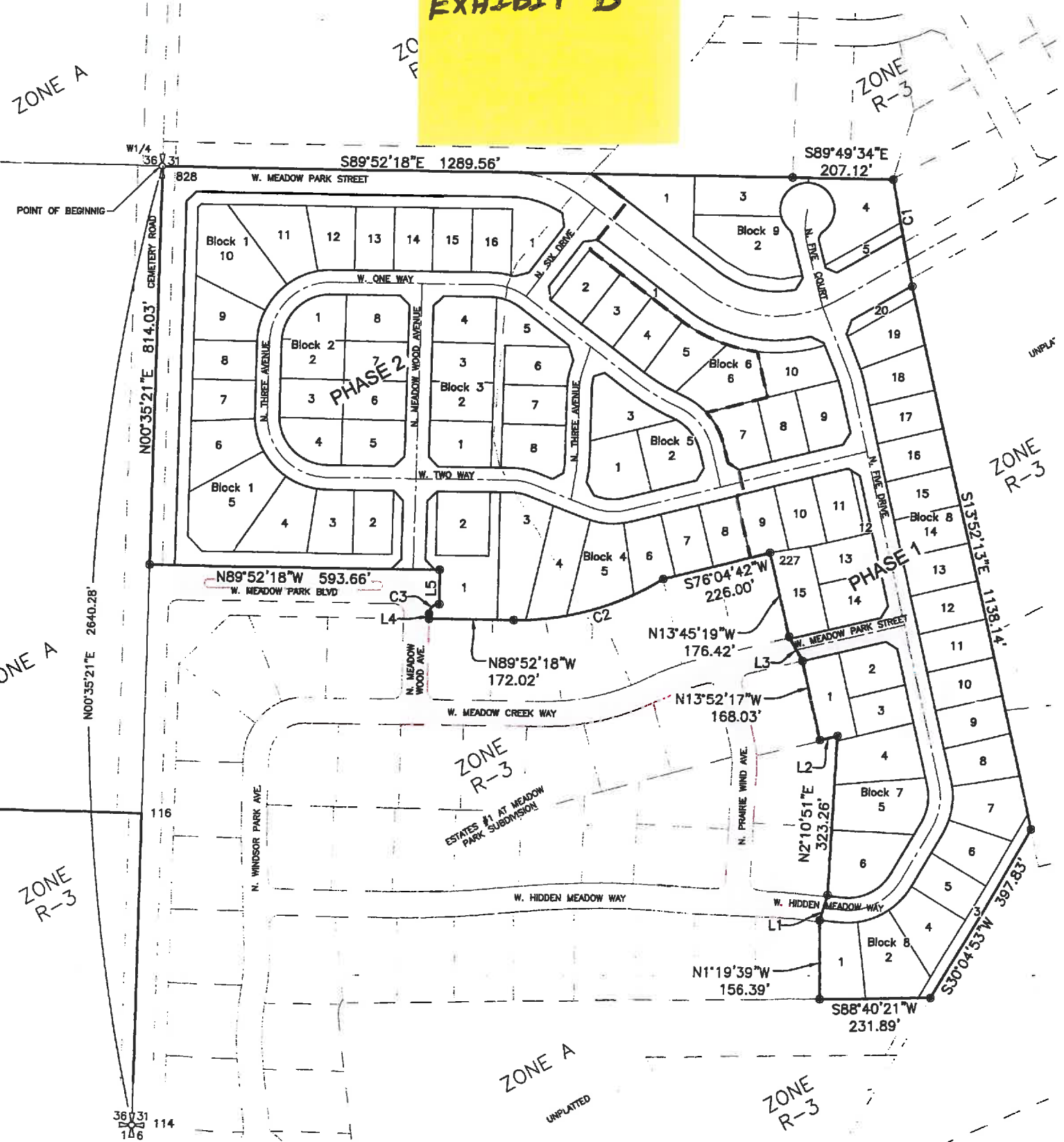
OF THE SOUTHWEST QUARTER OF 9
TOWNSHIP 5 NORTH, RANGE 2 WEST, BC
MIDDLETON, IDAHO
2020

PHASE #	BUILDABLE LOTS	COMMON LOTS
PHASE 1	37 LOTS	5 LOTS
PHASE 2	44 LOTS	4 LOTS
TOTAL	81 LOTS	9 LOTS

Line Table		
Line #	Direction	Length
L1	N16°39'41"E	53.16'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	321.39'	565.00'	032°35'30"	S73°49'57"W	317.07'
C3	31.42'	20.00'	090°00'00"	N45°07'11"E	28.28'
C1	222.11'	2914.82'	004°21'58"	S11°43'23"E	222.06'

EXHIBIT B

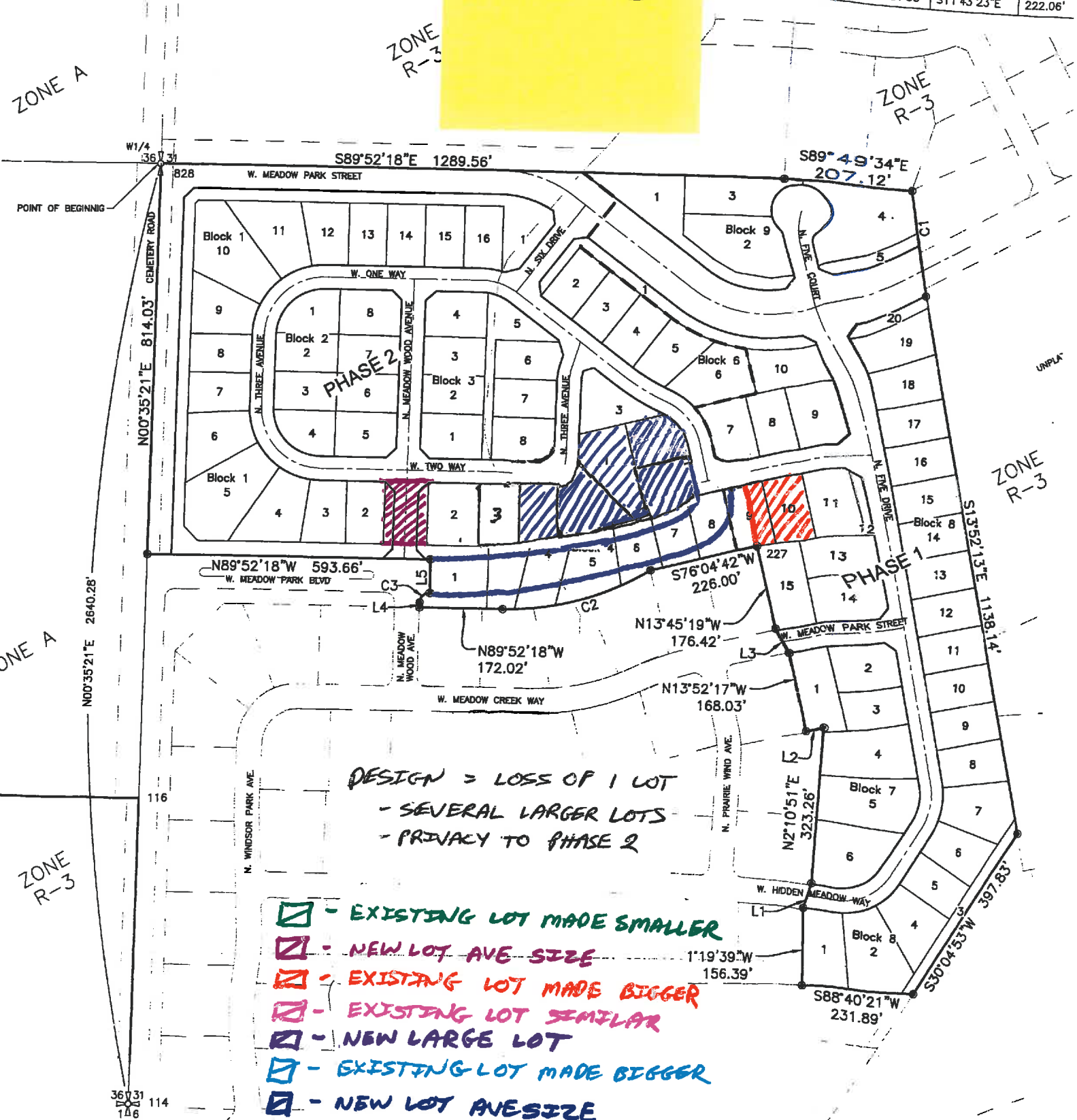


389.31
150.00
146

PHASE #	BUILDABLE LOTS	COMMON LOTS
PHASE 1	37 LOTS	5 LOTS
PHASE 2	44 LOTS	4 LOTS
TOTAL	81 LOTS	9 LOTS

Line Table		
Line #	Direction	Length
L1		
L2		
L3		
L4		
L5		

Curve Table				
Length	Radius	Delta	Chord Bearing	Chord L
321.39'	565.00'	032°35'30"	S73°49'57"W	317.07'
31.42'	20.00'	090°00'00"	N45°07'11"E	28.28'
222.11'	2914.82'	004°21'58"	S11°43'23"E	222.06'



As a homeowner or resident in the impacted community, I am supportive of the overall comments being made and the proposed compromises in this document.

Name	Address	Phone Number or e-mail
Don [unclear]	408 W Meadow Creek Way	208-506-0080
Carol [unclear]	1811 N Windsor Park Ct.	208-705-4383
Jiffany [unclear]	324 W Hidden Meadow Way	760 224 5048
David [unclear]	324 W. Hidden Meadows way	760 207 9451
Jenna Petulla	1867 N. Windsor Park AVE	661-904-3851
Tina Stuck	1883 N Prairie Wind Ave	208-571-6324
Angela [unclear]	222 W Meadow Creek Way	208-631-8596
Marian Silver	1886 N Prairie Wind Ave	208-695-1511
David Silver	1886 " " "	208-695-4451
Dee J. [unclear]	266 W Meadow Creek	208-724-0602
Michelle R. [unclear]	311 W MEADOW CREEK	916 99 0917
Steve Hoff	313 W MEADOW CREEK	208-519-4925

Name	Address	Phone Number or e-mail
Steven+Camie Johnson	201 W. Hidden Meadow Way	208-571-6058
Dan Neelich	329 W Hidden Meadow Way	986 200 2052
Oralia Flores	351 W. Hidden Meadow Way	208-899-9441
David Hammer	395 W Hidden Meadow Way	
Dawn Hammer	395 W. Hidden Meadow	
Sheron ^{McKnight} + Branden	410 W. H.M.W.	208-089-8984
NATHAN LYMAN	392 W. H.M.W.	-
MATT+SARA HARTZEM	356 W H.M.W.	509-240-2223
CRAIG + JANELLE REATOR	1913 N. Prairie Wind Ave.	208-573-9228

Name	Address	Phone Number or e-mail
Parisa Holt	313 W. Meadow Creek Way	Parisaholt@cableone.net
GERRY + CHRISTY HAYES	244 W. MEADOW CREEK	GERRY.HAYES@HOTMAIL

Bruce Bayne

From: Becky Crofts
Sent: Friday, May 08, 2020 6:32 AM
To: Bruce Bayne
Subject: Fwd: Estates at West Highlands proposed subdivision

FYI from your files

Sent from my iPhone

Begin forwarded message:

From: Carrie Johnson <carrie_johnson2010@yahoo.com>
Date: April 8, 2020 at 11:24:47 AM MDT
To: CITMID <citmid@middletoncity.com>, "wshrief@jub.com" <wshrief@jub.com>
Subject: Estates at West Highlands proposed subdivision

Good morning,

I am writing in regards to the proposed subdivision the Estates at West Highlands. To begin, I would like to point out that the phone number on the form that was sent out to join the call was incorrect. How disappointing for most of our residents to not be able to partake in the conversation that will literally affect our lives.

I live at 201 W Hidden Meadow Way. I am at the end of the street next to the field where Block 8, lot 1 will begin. This new extension will affect my family more than most.

A big concern of mine is because of the new proposed lots being smaller, the new house that is to be built there will be incredibly close to our fence. We bought in West Highland Estates because we had some distance from our neighbors. We have a good amount of room on each side of our houses which puts our actual house distances a good ways apart. I am unhappy with the fact that my new neighbors will be closer than anticipated for this subdivision. I know new building will be inevitable so I'd like to see some tall trees that will act as privacy barriers between the properties. I think this is the least that should happen.

I would like to see the proposed roads through West Highland Estates to remain "closed" to through traffic. I am not opposed to a new subdivision but I would like the streets to remain lightly traveled. As it is, my children can play in the street with no issues of traffic. While that may not be a concern for most, it is one of the main reasons we bought our house. Instead, I would like to see the large tree that is in the middle of the street preserved and a walkway connecting both subdivisions. This tree would have to be removed to allow for a new street to be built. I would like to see the same apply to the end of W Meadow Creek Way. There are large trees on either side of the road that is to be extended that would have to be removed as well. Again, it would be preferable to save these trees, our community, and do a connecting walkway between the subdivisions here too.

Due to the new subdivision not being the same builder, I would also like to see a separation in the subdivisions to maintain the aesthetic of our neighborhood. We have a clear and concise build code in our neighborhood. This would not be maintained throughout the whole of the new subdivision with a different builder. Second, and the least of my concerns, is the name of the new subdivision. West Highland Estates and Estates at West Highlands are too similar and will have no seemingly discernible difference between the two.

I honestly hope that you take into consideration the effects that this will have on the current residents at West Highland Estates. We bought here because of the bigger lots, which in turn equals lower

traffic. Adding smaller lots and extending our subdivision will only increase the undesired traffic flow. We welcome new neighbors....just make these new neighbors walking accessible.

Thank you for your time and consideration.

Carrie Johnson
201 W Hidden Meadow Way
Middleton, ID. 83644
208-571-6058

Jennica Reynolds

From: Ron Weston <rwestonstar@gmail.com>
Sent: Monday, May 11, 2020 5:03 PM
To: Bruce Bayne
Cc: Jennica Reynolds
Subject: Estates at West Highland Subdivision

Mr. Bayne,

I am writing regarding the Estates at West Highland Subdivision which you have a hearing for tonight May 11 at 7 pm on Facebook. My parents own the property at 12488 Wanda Way which is impacted by this development, we are not opposed to this project we only have a couple of questions and a concern.

1. There was a plat prior to this Estates that was already approved, it contained approx. 51 homes. While the number of 81 lots might be within the r-3 zoning the advantage to that other plat that was approved was the 3 properties (my parents and 2 others) that bordered their land, the developer only had 5 lots that backed up to our properties. This new development has 10-12 lots. Since these 3 properties are the only properties affected could you please have Estates minimize the impact on these homes by either eliminating some lots or having their open space in front of our homes, maybe have 5 lots set to be a park. This would be a neighborly thing to do and would be much appreciated.
2. You did receive a letter from my Dad, James Weston about a retaining wall for his property. We would like to have the developer provide an engineered retaining wall installed along his property line that would also divert any draining water away from their property. There was a flood that occurred on that property and all the water went down my father's driveway and with the addition of this subdivision there is now more opportunity for more leaks and since the City and County do not cooperate, we would like this addressed.
3. If the above conditions are favorable and the developer does agree to the above, we would like it to put into the Development Agreement for that property, so we do not have to worry about it in the future.

As we will be viewing the hearing tonight if we feel our issues are not addressed adequately, we might request this issue be brought up before city council so we can make sure these issues are addressed.

Thank you,

Ron Weston
12488 Wanda Way
Middleton, ID
208-571-1996

From: [Angela Priest](#)
To: [CITMID](#)
Cc: [Steve Rule](#); [Bruce Bayne](#)
Subject: The Estates at West Highlands
Date: Wednesday, August 5, 2020 1:28:02 PM

To the members of the Middleton City Council:

As the request by Landmark Pacific Investors to approve a preliminary plat for the Estates at West Highlands subdivision is on the agenda for [this evening](#), we would like to express my concerns regarding this development. As current residents of the Estates at Meadow Park, we have serious concerns that the city approved (an arbitrary decision made by the city without public input) a change to the transportation plan that now allows for the main entrance of the new subdivision to funnel traffic through the existing subdivision. Mr. and Mrs. Hayes, residents of the Estates at Meadow Park, proposed a plan to Landmark Pacific Investors to continue the wide two lane road that enters into the Estates at Meadow Park to provide easy and safe access to the Estates at West Highlands subdivision with the developer only losing one lot on which to build. It is irresponsible of the city and Landmark Pacific Investors to have a narrow street that will not allow two cars to safely pass one another when there are cars parked on the sides of the street. We live in a small, close-knit neighborhood where children feel safe to ride their bikes and walk to the bus stop, but with an exponential increase in traffic from a subdivision twice our size will impact this significantly and will impact the integrity of our neighborhood.

As residents of the existing neighborhood, we understand that development is bound to happen; however it is expected that future development, including the City of Middleton, be good stewards of the land to be developed and to be good neighbors to existing homeowners. It was frustrating that in the preliminary stages of development and approval process of the plat that JUB Engineers held meetings by phone with incorrect phone numbers and many residents were not able to attend due to this mistake. Furthermore, at the Planning and Zoning meeting held on May 11, 2020, the agenda allowed for public comment regarding this matter, however, Mr. Bayne denied the request for any public comment. It is also very frustrating that the original plat has been abandoned in lot size and design. We understand that the plat has expired, but these homes were built with half-acre lots, and were part of an approved plan that included congruent half-acre lots surrounding the neighborhood. The new plat halves the size of the lots with no concern to what was approved, planned, and promised beforehand. We strongly object to a bait and switch on the plat submitted. In the very least we expect the city to recognize the new plat is not near what was planned for this property and reject the plat as-is.

Additionally, the property in question doesn't appear to be owned by Pacific Landmark Investors and Don Newell. The Canyon County property registry still lists the owner as Mr. Coleman's company: Estates at West Highlands LLC of California, and is currently listed on the MLS registry as still active and for sale. While these public sites may need updating, the appearance of this "due diligence" plat map is to finalize the sale price of the property in question. While we are not property developers, it is our understanding that this due diligence practice is valuing the property next to our home as development potential and the price of the property increases with the number of lots approved, and lower cost of street/utility improvements. We are left to assume, since the property has not changed hands, JUB Engineers has been retained to maximize the plat lot numbers, street/utility placement and value of the property. This plat design is being done at the cost of the neighbors as it doesn't reflect the previous approved plat in the least.

Finally, Mayor Rule, we quote from a Rule for Mayor Facebook post you made when running for mayor: "Steve stands for many things to better the community of Middleton, he has been working with property owners and experts for a plan to alleviate the congestion with traffic and road improvements." It is my understanding that a proper traffic study has not been completed for this neighborhood and it would be irresponsible to add another neighborhood without one. When school is in session, the traffic on Cemetery Road is horrific, especially in front of Heights Elementary School. Not to mention, the traffic on the

unimproved Main Street and Cemetery Road, and Wills Road and Cemetery Road intersections. The absence of a dedicated entrance into the new Estates at West Highlands is of utmost concern to our family as traffic to the new neighborhood will be directed onto our quiet street. We would ask that the existing two lane road that is at the main entrance of the Estates at Meadow Park be extended into the Estates at West Highlands in an effort to reduce the traffic on a more narrow road that was not built nor intended to be a primary thoroughfare into the new neighborhood, and that the lot size be increased and lot number be reduced.

Sincerely,
Greg and Angela Priest
[222 W Meadow Creek Way](#)
[Middleton, ID 83644](#)

City of Middleton	Tentative Budget 2020 - 2021		
Account Number			2020-21
			Next Year
	Account Title		Estimated
GENERAL FUND			
01-311-402	PROPERTY TAX COLLECTIONS	\$	1,115,301.31
01-311-403	County Circuit Breaker		37,000.00
01-311-405	Property Tax Reserves		172,354.95
01-315-404	STATE & COUNTY REV SHARE-SALES TAX		219,065.81
01-316-501	GAS FRANCHISE		38,000.00
01-316-503	TV FRANCHISE		4,500.00
01-321-006	BUSINESS LICENSES		1,000.00
01-321-303	LIQUOR LICENSE FEES		2,500.00
01-322-005	BUILDING PERMITS/INSPECTIONS		541,022.64
01-322-150	ELECTRICAL PERMITS/INSPECTIONS		62,835.00
01-322-151	MECHANICAL PERMITS/INSPECTIONS		63,976.56
01-322-152	PLUMBING PERMITS/INSPECTIONS		64,931.28
01-335-403	STATE REVENUE SHARE-LIQUOR		82,945.40
01-341-002	ANNEXING, PLANNING & ZONING		60,000.00
01-341-003	Interfund Overhead		386,799.79
01-349-011	TROLLEY STATION RENT		3,000.00
01-349-012	PROPERTY RENTAL		9,600.00
01-361-300	FINES & FORFEITURES		14,000.00
01-361-700	INTEREST ON INVESTMENTS		10,000.00
01-365-610	REIMBURSEMENT SRO SERVICES		-
01-369-080	MISCELLANEOUS REVENUE		20,000.00
01-371-700	INTEREST ON INVESTMENTS		50.00
01-379-011	PARK FACILITY RENT		500.00
01-379-799	CITY PARKS IMPACT FEE		210,572.00
01-381-700	INTEREST ON INVESTMENTS		1,000.00
new account	POLICE IMPACT FEES		60,160.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
Total Revenue:		3,181,114.74
Admin - Council		
01-410-110	SALARIES	67,790.00
01-410-122	FICA	4,352.12
01-410-125	MEDICAL INSURANCE	38,445.60
01-410-126	DENTAL INSURANCE	677.40
01-410-127	RETIREMENT	3,438.72
01-410-128	MEDICARE	982.96
01-410-130	EE ASSISTANCE BENEFITS	210.00
Total Admin - Council:		115,896.79
ADMINISTRATION		
01-415-110	SALARIES	358,799.48
01-415-122	FICA	23,034.93
01-415-125	INSURANCE-MEDICAL	84,775.38
01-415-126	INSURANCE-DENTAL	3,006.48
01-415-127	RETIREMENT	42,840.66
01-415-128	MEDICARE	5,202.59
01-415-130	EE ASSISTANCE BENEFITS	220.50
01-415-132	WORKERS COMP	10,977.72
01-415-135	Employee Recognition	500.00
01-415-210	BANK FEES	700.00
01-415-211	COMPUTER HARDWARE	6,000.00
01-415-212	GASOLINE	500.00
01-415-220	IRRIGATION	5,000.00
01-415-229	MEMBERSHIPS	15,408.90
01-415-240	SUPPLIES	6,000.00
01-415-250	TRAINING/CONF/CERTIFICATION	8,000.00
01-415-252	TRAVEL	3,000.00
01-415-253	Meeting Expense - Mayor	500.00
01-415-301	PUBLICATION LEGAL NOTICES	5,500.00
01-415-310	AUTO REPAIR/MAINT	1,500.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
01-415-312	BILLING SERVICE	2,600.00
01-415-336	COMPUTER SOFTWARE	13,000.00
01-415-337	COMPUTER SUPPORT	7,907.11
01-415-338	DATA ACCESS	3,480.00
01-415-339	CELL PHONE	1,200.00
01-415-350	LIABILITY INSURANCE	4,481.56
01-415-361	SIGNAGE	2,000.00
01-415-363	OFFICE EQUIPMENT MAINTENANCE	2,000.00
01-415-364	OFFICE EQUIPMENT	7,000.00
01-415-370	PLANNING & ZONING - PER DIEM	2,500.00
01-415-372	POSTAGE	1,500.00
01-415-401	DATA COLLECT/MAPPING	10,000.00
01-415-420	PROF FEES ATTORNEY	50,000.00
01-415-422	PROF FEES AUDITOR	4,500.00
01-415-430	PROF FEES ENGINEER	55,000.00
01-415-530	CAPITAL OUTLAY	50,000.00
01-415-725	COMMUNITY SUPPORT	13,000.00
01-415-750	Reserve for Operations	63,659.46
01-415-800	MISCELLANEOUS	2,500.00
Total ADMINISTRATION:		877,794.76
POLICE		
01-421-110	SALARIES	599,887.06
01-421-122	FICA	38,512.75
01-421-125	INSURANCE-MEDICAL	101,759.76
01-421-126	INSURANCE-DENTAL	4,728.96
01-421-127	RETIREMENT	73,666.13
01-421-128	MEDICARE	8,698.36
01-421-130	EE ASSISTANCE BENEFITS	378.00
01-421-132	WORKERS COMP	16,500.00
01-421-140	PRE EMPLOYMENT SCREENING	1,000.00
01-421-211	COMPUTER HARDWARE	10,000.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
01-421-212	GASOLINE	25,000.00
01-421-229	MEMBERSHIPS	200.00
01-421-240	SUPPLIES	5,000.00
01-421-250	TRAINING/CONF/CERTIFICATION	3,600.00
01-421-252	TRAVEL	300.00
01-421-260	UNIFORMS	5,900.00
01-421-310	AUTO REPAIR/MAINT	10,000.00
01-421-335	COMPUTER LICENSE	200.00
01-421-336	COMPUTER SOFTWARE	10,422.00
01-421-337	COMPUTER SUPPORT	7,907.11
01-421-338	DATA ACCESS	3,480.00
01-421-339	CELL PHONE	3,960.00
01-421-342	EQUIPMENT	18,000.00
01-421-344	EQUIPMENT REPAIR/MAINT	1,000.00
01-421-350	LIABILITY INSURANCE	4,481.56
01-421-371	LEASE PAYMENTS	116,400.00
01-421-372	POSTAGE	500.00
01-421-420	PROF FEES ATTORNEY	4,000.00
01-421-530	CAPITAL OUTLAY	30,000.00
01-421-800	MISCELLANEOUS	2,500.00
Total POLICE:		1,107,981.69
PUBLIC SAFETY		
01-423-110	SALARIES	74006.40
01-423-122	FICA	4751.21
01-423-125	MEDICAL INSURANCE	16337.76
01-423-126	INSURANCE-DENTAL	720.00
01-423-127	RETIREMENT	8836.36
01-423-128	MEDICARE	1073.09
01-423-130	EE ASSISTANCE BENEFITS	42.00
01-423-131	STATE UNEMPLOYMENT TAX	0.00
01-423-132	WORKERS COMP INS	844.44

Account Number		2020-21
		Next Year
	Account Title	Estimated
01-423-210	CODE ENFORCEMENT	2400.00
01-423-211	COMPUTER HARDWARE	1500.00
01-423-212	GASOLINE	1500.00
01-423-229	MEMBERSHIPS	400.00
01-423-240	SUPPLIES	2500.00
01-423-250	TRAINING/CERTIFICATION	150.00
01-423-260	UNIFORMS	400.00
01-423-312	AUTO REPAIR/MAINT	1200.00
01-423-336	COMPUTER SOFTWARE	11198.00
01-423-337	COMPUTER SUPPORT	7907.11
01-423-338	DATA ACCESS	1080.00
01-423-339	CELL PHONE	600.00
01-423-350	LIABILITY INSURANCE	4481.56
01-423-372	POSTAGE	800.00
01-423-425	PROF FEES ELECTRICAL PERM/INSP	37701.00
01-423-432	PROF FEES MECHANICAL PERM/INSP	38385.94
01-423-433	PROF FEES PLUMBING PERM/INSP	38958.77
01-423-435	PROF FEES PROSECUTING ATTORNEY	14500.00
01-423-450	FLOOD MAINTENANCE CONTROL	1500.00
01-423-530	CAPITAL OUTLAY	30000.00
01-423-621	ELECTRICITY	2500.00
01-423-622	Street Lights	35000.00
01-423-800	MISCELLANEOUS	2000.00
Total PUBLIC SAFETY:		343,273.64
BUILDING		
01-424-240	SUPPLIES	2,000.00
01-424-321	BUILDING REPAIRS	26,299.46
01-424-322	BUILDING SECURITY	420.00
01-424-327	CLEANING SERVICES	7,500.00
01-424-350	Liability Insurance	4,481.56
01-424-351	MAINTENANCE	10,934.19

Account Number		2020-21
		Next Year
	Account Title	Estimated
01-424-381	WATER USAGE	8,000.00
01-424-383	BUILDING TELEPHONE SERVICE	150.00
01-424-530	CAPITAL OUTLAY	30,000.00
01-424-620	NATURAL GAS	1,800.00
01-424-621	ELECTRICITY	6,700.00
01-424-800	MISCELLANEOUS	1,000.00
Total BUILDING:		99,285.21
PARKS		
01-538-110	SALARIES	44,716.80
01-538-120	ANNUAL PHYSICAL	250.00
01-538-122	FICA	2,870.82
01-538-125	INSURANCE-MEDICAL	15,451.56
01-538-126	INSURANCE-DENTAL	792.48
01-538-127	RETIREMENT	5,339.19
01-538-128	MEDICARE	648.39
01-538-130	EE ASSISTANCE BENEFITS	42.00
01-538-132	WORKERS COMP	2,800.00
01-538-212	GASOLINE	4,500.00
01-538-240	SUPPLIES	4,500.00
01-538-260	UNIFORMS	300.00
01-538-301	PUBLICATION OF LEGAL NOTICE	600.00
01-538-310	AUTO REPAIR/MAINT	600.00
01-538-337	COMPUTER SUPPORT	7,907.11
01-538-338	DATA ACCESS	1,080.00
01-538-339	CELL PHONE	600.00
01-538-343	EQUIPMENT RENTAL	1,000.00
01-538-344	EQUIPMENT REPAIR/MAINT	3,000.00
01-538-350	LIABILITY INSURANCE	4,481.56
01-538-351	MAINTENANCE	8,000.00
01-538-352	MINOR EQUIPMENT (UNDER \$500)	2,000.00
01-538-363	OFFICE EQUIPMENT MAINTENANCE	400.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
01-538-371	LEASE PAYMENTS	2,398.00
01-538-372	POSTAGE	450.00
01-538-381	WATER USAGE	8,400.00
01-538-384	SOLID WASTE DISPOSAL	1,000.00
01-538-422	PROF FEES AUDITOR	1,667.00
01-538-430	PROF FEES ENGINEER	7,000.00
01-538-437	PROFESSIONAL SERVICES	9,000.00
01-538-440	SURVEYING	6,500.00
01-538-530	CAPITAL OUTLAY	228,750.00
01-538-621	ELECTRICITY	5,653.00
01-538-623	PROPANE	3,500.00
01-538-800	MISCELLANEOUS	684.75
Total PARKS:		386,882.65
Department: 590		
01-590-991	TRANSFER OUT TO LIBRARY	250,000.00
Total Department: 590:		250,000.00
Total Expenditure:		3,181,114.74
GENERAL FUND Revenue Total:		3,181,114.74
GENERAL FUND Expenditure Total:		3,181,114.74
Net Total GENERAL FUND:		(0.00)
STREETS & ALLEYS FUND		
02-311-402	PROPERTY TAX COLLECTIONS	1,245,124.74
02-315-401	COUNTY REVENUE SHARE-SALES TAX	244,565.54
02-315-502	IDAHO POWER FRANCHISE	36,552.80
02-335-250	HIGHWAY USERS	226,378.35
02-335-251	HIGHWAY USERS - HB 312	70,112.85
02-338-015	COUNTY ROAD & BRIDGE	71,250.00
02-369-080	MISCELLANEOUS REVENUE	4,000.00
02-381-700	INTEREST ON INVESTMENTS	50.00
02-390-991	TRANSFER IN	1,036,284.94
Total Revenue:		2,934,319.22

Account Number		2020-21
		Next Year
	Account Title	Estimated
STREETS & ALLEYS FUND		
02-431-110	SALARIES	214,645.60
02-431-120	ANNUAL PHYSICAL	250.00
02-431-122	FICA	13,780.25
02-431-125	INSURANCE-MEDICAL	59,043.26
02-431-126	INSURANCE-DENTAL	2,190.00
02-431-127	RETIREMENT	25,628.68
02-431-128	MEDICARE	3,112.36
02-431-130	EE ASSISTANCE BENEFITS	178.50
02-431-132	WORKERS COMP	11,618.00
02-431-133	CONTRIB TO GEN F	73,868.58
02-431-212	GASOLINE	15,000.00
02-431-240	SUPPLIES	3,500.00
02-431-241	SIGNAGE SUPPLIES	9,500.00
02-431-250	TRAINING/CONF/CERTIFICATION	300.00
02-431-260	UNIFORMS	900.00
02-431-301	PUBLICATION OF LEGAL NOTICE	1,000.00
02-431-310	AUTO REPAIR/MAINT	5,500.00
02-431-316	BRIDGE INSPECTION	4,500.00
02-431-320	BUILDING MAINTENANCE	2,000.00
02-431-327	CLEANING SERVICE	150.00
02-431-337	COMPUTER SUPPORT	7,907.11
02-431-338	DATA ACCESS	2,280.00
02-431-339	CELL PHONE	1,200.00
02-431-344	EQUIPMENT REPAIR/MAINT	25,000.00
02-431-350	LIABILITY INSURANCE	4,481.56
02-431-351	MAINTENANCE	145,000.00
02-431-352	MINOR EQUIPMENT (UNDER \$500)	1,500.00
02-431-363	OFFICE EQUIPMENT MAINTENANCE	500.00
02-431-371	LEASE PAYMENTS	85,398.00
02-431-372	POSTAGE	600.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
02-431-374	RENTAL	1,000.00
02-431-381	WATER USAGE	1,600.00
02-431-383	TELEPHONE SERVICE	60.00
02-431-401	DATA COLLECT/MAPPING	2,500.00
02-431-410	GRANT	38,000.00
02-431-420	PROF FEES ATTORNEY	1,000.00
02-431-422	PROF FEES AUDITOR	1,700.00
02-431-424	PROF FEES LITIGATION	15,000.00
02-431-430	PROF FEES ENGINEER	251,000.00
02-431-440	SURVEYING	5,000.00
02-431-530	CAPITAL OUTLAY	1,596,401.00
02-431-540	LAND ACQUISITION	295,878.82
02-431-623	PROPANE	3,658.00
02-431-800	MISCELLANEOUS	989.50
Total Department:STREETS:		2,934,319.22
Department: 590		
02-590-991	TRANSFER OUT	-
Total Department: 590:		-
Department: 660		
Total Expenditure:		2,934,319.22
STREETS & ALLEYS FUND Revenue To		2,934,319.22
STREETS & ALLEYS FUND Expenditure		2,934,319.22
Net Total STREETS & ALLEYS FUND:		0.00
SPECIAL REVENUE		LIBRARY
04-380-080	COPY/PRINT	2,000.00
04-381-202	FINES	700.00
04-381-402	PROPERTY TAX COLLECTIONS	250,000.00
04-381-550	FUNDRAISING/LIBRARY PROGRAMS	200.00
04-386-312	NON RESIDENT FEES	600.00
04-390-007	CASH CARRY OVER	21,944.74
Total Revenue:		275,444.74

Account Number		2020-21
		Next Year
	Account Title	Estimated
MIDDLETON PUBLIC LIBRARY		
04-660-110	SALARIES	131,144.00
04-660-122	FICA	8,392.00
04-660-125	INSURANCE-MEDICAL	14,800.00
04-660-126	INSURANCE-DENTAL	816.00
04-660-127	RETIREMENT	15,658.59
04-660-128	MEDICARE	1,901.59
04-660-130	EE ASSISTANCE BENEFITS	84.00
04-660-131	RESERVE-UNEMPLOYMENT CLAIMS	4,240.00
04-660-132	WORKERS COMP	1,200.00
04-660-133	CONTRIB GEN FUND	9,926.39
04-660-211	COMPUTER HARDWARE	2,500.00
04-660-212	GASOLINE	250.00
04-660-213	MARKETING	2,250.00
04-660-227	LIBRARY PROGRAMS	2,500.00
04-660-240	SUPPLIES	3,500.00
04-660-250	TRAINING/CONF/CERTIFICATION	500.00
04-660-260	UNIFORMS	250.00
04-660-310	AUTO REPAIR/MAINT	1,000.00
04-660-320	BUILDING MAINTENANCE	2,750.00
04-660-321	BUILDING REPAIRS	2,750.00
04-660-322	BUILDING SECURITY	550.00
04-660-325	CATALOGING SERVICE/RESOURCE SH	3,500.00
04-660-327	CLEANING SERVICE	2,000.00
04-660-336	COMPUTER SOFTWARE	4,200.00
04-660-337	COMPUTER SUPPORT	6,000.00
04-660-338	DATA ACCESS	2,000.00
04-660-350	LIABILITY INSURANCE	4,481.56
04-660-363	OFFICE EQUIPMENT MAINTENANCE	750.00
04-660-364	OFFICE EQUIPMENT	2,500.00
04-660-372	POSTAGE	500.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
04-660-381	WATER USAGE	450.00
04-660-382	WASTE WATER	660.00
04-660-383	TELEPHONE SERVICE	1,750.00
04-660-384	SOLID WASTE DISPOSAL	600.00
04-660-410	GRANTS	1,000.00
04-660-420	PROF FEES ATTORNEY	1,000.00
04-660-422	PROF FEES AUDITOR	1,667.00
04-660-500	Asset Management Acquisition A	100.00
04-660-535	COLLECTIONS	30,073.61
04-660-620	NATURAL GAS	1,000.00
04-660-621	ELECTRICITY	4,000.00
04-660-800	MISCELLANEOUS - LIBRARY	250.00
Total PUBLIC LIBRARY:		275,444.74
SPECIAL REVENUE Revenue Total:		275,444.74
Net Total SPECIAL REVENUE:		0.00
GARBAGE FUND		
30-346-500	GARBAGE COLLECTIONS	600,000.00
30-369-080	MISCELLANEOUS REVENUES	16,776.80
30-381-700	INTEREST ON INVESTMENTS	350.00
30-390-007	CASH CARRY OVER	
Total Revenue:		617,126.80
GARBAGE EXPENSE		
30-433-133	CONTRIB GEN FUND SAL OVERHEAD	40,781.58
30-433-200	FRANCHISE PAYABLE	552,108.11
30-433-240	SUPPLIES	50.00
30-433-312	BILLING SERVICE	11,500.00
30-433-337	COMPUTER SUPPORT	7,907.11
30-433-338	DATA ACCESS	1,080.00
30-433-372	POSTAGE	1,000.00
30-433-422	PROF FEES AUDITOR	1,700.00
30-433-800	MISCELLANEOUS	1,000.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
Total Department: 433:		617,126.80
Department: 590		
30-590-991	TRANSFER OUT	
Total Department: 590:		
Total Expenditure:		617,126.80
GARBAGE FUND Revenue Total:		617,126.80
GARBAGE FUND Expenditure Total:		617,126.80
Net Total GARBAGE FUND:		(0.00)
WATER FUND		
60-339-900	GRANTS	
60-346-001	AFTER HOUR FEE - OTHER	500.00
60-346-301	LATE FEES	18,000.00
60-346-805	WATER COLLECTIONS	720,286.32
60-346-806	WATER HOOKUPS	692,375.80
60-369-080	MISCELLANEOUS REVENUE	1,500.00
60-373-153	INSPECTIONS-WATER SYSTEM	2,350.00
60-380-203	RENT	9,000.00
Total Revenue:		1,444,012.12
Department: 434		
60-434-110	SALARIES	207,535.30
60-434-120	ANNUAL PHYSICAL	350.00
60-434-122	FICA	13,323.77
60-434-125	INSURANCE-MEDICAL	62,943.98
60-434-126	INSURANCE-DENTAL	3,174.00
60-434-127	RETIREMENT	24,779.71
60-434-128	MEDICARE	3,009.26
60-434-130	EE ASSISTANCE BENEFITS	178.50
60-434-132	WORKERS COMP	5,250.00
60-434-133	CONTRIB GEN FUND SAL OVERHEAD	131,111.62
60-434-212	GASOLINE	8,300.00
60-434-229	MEMBERSHIPS	1,000.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
60-434-240	SUPPLIES	13,000.00
60-434-250	TRAINING/CONF/CERTIFICATION	600.00
60-434-260	UNIFORMS	600.00
60-434-301	PUBLICATION OF LEGAL NOTICE	1,000.00
60-434-310	AUTO REPAIR/MAINT	2,800.00
60-434-312	BILLING SERVICE	11,500.00
60-434-320	BUILDING MAINTENANCE	3,000.00
60-434-327	CLEANING SERVICE	300.00
60-434-336	COMPUTER SOFTWARE	3,870.00
60-434-337	COMPUTER SUPPORT	7,907.11
60-434-338	DATA ACCESS	4,080.00
60-434-339	CELL PHONE	3,240.00
60-434-344	EQUIPMENT REPAIR/MAINT	10,000.00
60-434-350	LIABILITY INSURANCE	4,481.56
60-434-351	MAINTENANCE	84,250.00
60-434-352	MINOR EQUIPMENT (UNDER \$500)	1,000.00
60-434-363	OFFICE EQUIPMENT MAINTENANCE	1,000.00
60-434-371	LEASE PAYMENTS	9,500.00
60-434-372	POSTAGE	600.00
60-434-374	RENTAL	1,500.00
60-434-375	SAMPLE TESTING/INSPECTION	8,200.00
60-434-381	WATER USAGE	900.00
60-434-383	TELEPHONE SERVICE	500.00
60-434-401	DATA COLLECT/MAPPING	4,000.00
60-434-422	PROF FEES AUDITOR	2,500.00
60-434-430	PROF FEES ENGINEER	177,907.63
60-434-530	CAPITAL OUTLAY	571,130.19
60-434-621	ELECTRICITY	49,000.00
60-434-623	PROPANE	3,700.00
60-434-800	MISCELLANEOUS	989.50
Total Department: 434:		1,444,012.12

Account Number		2020-21
		Next Year
	Account Title	Estimated
Department: 590		
60-590-991	TRANSFER OUT	-
Total Department: 590:		-
Total Expenditure:		1,444,012.12
WATER FUND Revenue Total:		1,444,012.12
WATER FUND Expenditure Total:		1,444,012.12
Net Total WATER FUND:		(0.00)
SEWER FUND		
61-346-800	SEWER COLLECTIONS	2,021,720.16
61-346-801	SEWER HOOKUPS	1,139,522.52
61-373-153	INSPECTIONS-SEWER SYSTEM	2,350.00
61-390-007	CASH CARRY OVER	471,835.00
Total Revenue:		3,635,427.68
Department: 435		
61-435-110	SALARIES	332,253.92
61-435-120	ANNUAL PHYSICAL	850.00
61-435-122	FICA	21,330.70
61-435-125	INSURANCE-MEDICAL	96,848.18
61-435-126	INSURANCE-DENTAL	4,932.48
61-435-127	RETIREMENT	39,671.12
61-435-128	MEDICARE	4,817.68
61-435-130	EE ASSISTANCE BENEFITS	262.50
61-435-132	WORKERS COMP	4,975.00
61-435-133	CONTRIB GEN FUND SAL OVERHEAD	131,111.62
61-435-212	GASOLINE	13,500.00
61-435-229	MEMBERSHIPS	500.00
61-435-240	SUPPLIES	7,000.00
61-435-250	TRAINING/CONF/CERTIFICATION	500.00
61-435-260	UNIFORMS	900.00
61-435-301	PUBLICATION OF LEGAL NOTICE	1,200.00
61-435-310	AUTO REPAIR/MAINT	3,000.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
61-435-312	BILLING SERVICE	11,500.00
61-435-320	BUILDING MAINTENANCE	3,500.00
61-435-336	COMPUTER SOFTWARE	2,000.00
61-435-337	COMPUTER SUPPORT	7,907.11
61-435-338	DATA ACCESS	5,000.00
61-435-339	CELL PHONE	1,200.00
61-435-344	EQUIPMENT REPAIR/MAINT	10,000.00
61-435-350	LIABILITY INSURANCE	4,481.56
61-435-351	MAINTENANCE	65,000.00
	Maintenance - Collections	310,000.00
61-435-352	MINOR EQUIPMENT (UNDER \$500)	1,000.00
61-435-363	OFFICE EQUIPMENT MAINTENANCE	1,200.00
61-435-371	LEASE PAYMENTS	9,591.00
61-435-372	POSTAGE	1,200.00
61-435-374	RENTAL	1,000.00
61-435-375	SAMPLE TESTING/INSPECTION	39,200.00
61-435-381	WATER USAGE	1,600.00
61-435-383	TELEPHONE SERVICE	350.00
61-435-384	SOLID WASTE DISPOSAL	2,500.00
61-435-401	DATA COLLECTION/MAPPING	5,000.00
61-435-420	PROF FEES ATTORNEY	2,000.00
61-435-422	PROF FEES AUDITOR	1,700.00
61-435-430	PROF FEES ENGINEER	675,500.00
61-435-440	SURVEYING	5,000.00
61-435-510	BUILDINGS	2,422.81
61-435-530	CAPITAL OUTLAY	486,250.00
	Capital - Collections	1,025,000.00
61-435-610	SEWER BOND PAYMENT	211,972.00
61-435-620	NATURAL GAS	700.00
61-435-621	ELECTRICITY	60,000.00
61-435-623	PROPANE	5,000.00

Account Number		2020-21
		Next Year
	Account Title	Estimated
61-435-725	IPDES ANNUAL FEE	8,000.00
61-435-800	MISCELLANEOUS	5,000.00
Total Department: 435:		3,635,427.68
Department: 590		
61-590-991	TRANSFER OUT	
Total Department: 590:		0
Total Expenditure:		3,635,427.68
SEWER FUND Revenue Total:		3,635,427.68
SEWER FUND Expenditure Total:		3,635,427.68
Net Total SEWER FUND:		0.00
STORM WATER MANAGEMENT FUND		
62-346-803	STORM WATER COLLECTIONS	65,043.72
62-399-500	Non Revenue Receipt	
Total Revenue:		65,043.72
STORM WATER MANAGEMENT		
62-436-312	BILLING SERVICE	7,300.00
62-436-351	MAINTENANCE	9,000.00
62-436-530	CAPITAL OUTLAY	40,000.00
62-436-800	MISCELLANEOUS	8,743.72
Total STORM WATER MANAGEMEN		65,043.72
Total Expenditure:		65,043.72
STORM WATER MANAGEMENT FUND Revenue Total:		65,043.72
STORM WATER MANAGEMENT FUND Expenditure Total:		65,043.72
Net Total STORM WATER MANAGEN		0.00
IMPACT FEE FUND		
70-399-010	CITY TRANSPORTATION IMPACT FEE	483,536.00
70-399-799	CITY PARKS IMPACT FEE	210,572.00
70-399-050	CITY POLICE IMPACT FEE	60,160.00
Total Revenue:		754,268.00
Department: 590		

Account Number		2020-21
		Next Year
	Account Title	Estimated
70-590-991	TRANSFER OUT	694,108.00
Middleton Police	TRANSFER OUT	60,160.00
Total Department: 590:		754,268.00
Total Expenditure:		754,268.00
IMPACT FEE FUND Revenue Total:		754,268.00
IMPACT FEE FUND Expenditure Total:		754,268.00
Net Total IMPACT FEE FUND:		0.00
Grand Total Expenditure:		12,906,757
Grand Total Revenue:		12,906,757
DIFFERENCE:		0.00

CITY OF MIDDLETON

RESOLUTION NO. 443-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDDLETON:

- **Making certain findings;**
- **Adopting the *City of Caldwell Fire Department & Caldwell Rural Fire District Impact Fee Study and Capital Improvement Plan*; and**
- **Directing the City Clerk; and**
- **Setting an Effective Date.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Middleton:

Section 1: Findings

It is hereby found by the City Council of the City of Middleton that:

- 11** The Caldwell Rural Fire Protection District's (the "Fire District") duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 12** The Fire District's boundaries include the area within the City of Middleton ("City") which is south of the Boise River; and
- 13** The City of Middleton is experiencing and is affected by considerable growth and development; and
- 14** The *Idaho Development Impact Fee Act* (the "Act") codified at Chapter 82 of Title 67 Idaho Code provides for:
 - the imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and
 - the promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to serve new growth and development; and
 - minimum standards for the adoption of development impact fee ordinances by governmental entities which are authorized to adopt ordinances; and

- The contents of a capital improvements plan and the process to be followed for the adoption of a capital improvements plan.
- 15** The City of Middleton is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 16** The Act provides at Idaho Code Section 67-8204A, that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for Fire District System Improvements; and
- 17** Idaho Code Section 31-1417 provides that the Board of Commissioners of the Fire District has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 18** In anticipation and in consideration of the City Council of the City of Middleton adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Fire District and the City of Middleton have established and appointed, pursuant to Idaho Code Section 67-8205, the *City of Middleton/Caldwell Rural Fire Protection District Joint Development Impact Fee Advisory Committee* (the “Joint Advisory Committee”) consisting of five members of which at least two (2) are active in development, banking, and real estate; and
- 19** Because the Fire District contracts with the City of Caldwell for fire protection and life preservation services within its boundaries the City Council of the City, the Commissioners of the Fire District and the Commissioners of Canyon County have entered into the *City of Middleton/City of Caldwell/Canyon County/Caldwell Rural Fire Protection District Intergovernmental Agreement to Establish a Service Area for the Collection and Expenditure of Development Impact Fees for City of Caldwell Fire Department and Fire District Systems* Improvements which defines the geographic area of the “service area” of the *City of Caldwell Fire Department & Caldwell Rural Fire District Impact Fee Study and Capital Improvement Plans Final Report July 2, 2019* (the “Caldwell Rural Fire Protection District CIP”) as inclusive of the area within the boundaries of the Fire District and the City of Caldwell; and
- 110** On December 5, 2018, the Fire District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 110** On July 2, 2019, Galena Consulting submitted to the Board of Commissioners of the Fire District the Caldwell Rural Fire Protection District CIP which has been prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Joint

Advisory Committee as provided in Idaho Code Sections 67-8205 and 67-8206(2) and which Capital Improvements Plan:

- Adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the County and projects a 83% increase in the population of the Fire District between 2019 and 2029; and
 - Establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
 - Defines the geographic area (the “Service Area inclusive of boundaries of the Fire District and the City of Caldwell with whom the Fire District Contracts for fire protection and life preservation services”) by the intergovernmental agreement in which specific public facilities provide service to development with the area defined on the basis of sound planning principals; and
 - Projects an increase in Service Units within the Service Area of 313,807 Residential units and 4,015,324 square feet of nonresidential development over the next ten (10) years; and
 - Projects that new growth within the Service Area will require the Fire District to invest in System Improvements to its facilities to maintain its current level of service within the City; and
 - Projects that tax revenues alone will not be sufficient to allow the Fire District to acquire the necessary System Improvements to serve new growth; and
 - Projects that 87 % of growth within the Service Area will be residential development and 13% will be nonresidential development; and
 - Based on these projections, calculates that an impact fee in the amount of \$665 for each dwelling unit and \$0.33 for each square foot of nonresidential development is equivalent to each new development’s proportionate share of the cost of System Improvements the Fire District will acquire to serve new growth.
- 1.11** On July 15, 2019, the Board of Commissioners of the Fire District approved the form and content of the Caldwell Rural Fire Protection District CIP and authorized Galena Consulting to present the Caldwell Rural Fire Protection District CIP to the City Council of the City of Middleton; and
- 1.12** On August 21, 2019, Galena Consulting presented the Caldwell Rural Fire Protection District CIP to the City Council of the City of Middleton; and
- 1.13** Prior to the adoption of the Caldwell Rural Fire Protection District CIP, the Fire District Board of Commissioners and the City Council of the City of Middleton, in accordance with Idaho Code Section 67-8206(3), have each published notice and the Fire District

held a public hearing on the 26th day of August, 2019, and the City Council of the City of Middleton held its public hearing on the _____ day of _____, _____; and

1.14 The Caldwell Rural Fire Protection District CIP contains all the necessary contents of a capital improvements plan as provided in the Act by Idaho Code Section 67-8208; and

1.15 The Fire District has concluded all the process for the adoption of the Caldwell Rural Fire Protection District CIP as required in the Act by Idaho Code Sections 67-8205 and 67-8206 (3); and

1.16 It is in the best interests of the City of Middleton and the Fire District and its patrons that the City Council of the City of Middleton adopts the Caldwell Rural Fire Protection District CIP.

Section 2: Action of adoption of the Capital Improvements Plan

2.1 The City Council of the City of Middleton does hereby adopt the Caldwell Rural Fire Protection District CIP, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein.

Section 3: Direction to City Clerk.

3.1 The City Clerk is hereby directed to retain this resolution in the official records of the City Council of the City of Middleton and to provide a certified copy of this resolution to the City Attorney, and the Secretary of the Caldwell Rural Fire Protection District.

Section 4: Effective Date.

4.1 This Resolution shall be in full force and effect after its passage and approval.

ADOPTED by the City Council of the City of Middleton.

APPROVED:

Dated: _____, _____

Signed: _____
Steven J. Rule, Mayor

ATTEST:

I certify that the above Resolution was duly adopted by the City Council of the City of Middleton on _____, _____ by the following vote:

Ayes: _____
Noes: _____
Absent: _____

By: _____
Becky Crofts, *City Clerk*

W:\Work\F\Fire District Impact Fee\Caldwell Fire\City of Middleton\03 CITY Resolution - Adopt Capital Improvements Plan 8-05-19 lh.docx

DRAFT

CITY OF MIDDLETON

Certification of Resolution 443-20

STATE OF IDAHO)
 : ss.
County of Canyon)

I certify that this is a true and correct copy of Resolution 443-20 an original record of the City Council of the City of Middleton, in the possession of Becky Crofts, City Clerk.

Dated: _____

Signature of Notary Public

[seal]

My commission expires: _____

EXHIBIT A

City of Caldwell Fire Department & Caldwell Rural Fire District

IMPACT FEE STUDY AND CAPITAL IMPROVEMENTS PLAN

Final Report July 2, 2019

DRAFT

FINAL REPORT

July 2, 2019

**City of Caldwell Fire Department &
Caldwell Rural Fire District
Impact Fee Study and Capital
Improvement Plans**

Prepared for

City of Caldwell/Caldwell Rural Fire District

Prepared By

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



Section I.

Introduction

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

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

Background and Objectives

The City of Caldwell and the Caldwell Fire District hired Galena Consulting to calculate impact fees. As the Caldwell Fire Department provides fire protection services on contract for the Caldwell Rural Fire District, and calls for service within each jurisdiction are served by the same stations, apparatus and crews, this impact fee study is inclusive of both the City and the District.

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

Definition of Impact Fees

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

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

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

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

In addition, the Impact Fee Act requires the following:

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

How should fees be calculated? State law requires the City to implement the Capital Improvement Plan methodology to calculate impact fees. The City can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the City to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.¹⁵ This list and cost of capital improvements constitutes the capital improvement element to be adopted as part of the City's individual Comprehensive Plan.¹⁶ Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The City intending to adopt an impact fee must first prepare a capital improvements plan.¹⁷ To ensure that impact fees are adopted and spent for capital improvements in support of the community's needs and planning goals, the Impact Fee Act establishes a link between the authority to charge impact fees and certain planning requirements of Idaho's Local Land Use Planning Act (LLUPA). The local government must have adopted a comprehensive plan per LLUPA procedures, and that comprehensive plan must be updated to include a current capital improvement element.¹⁸ This study considers the planned capital improvements for the ten-year period from 2019 to the end of 2028 that will need to be adopted as an element the City's Comprehensive Plan.

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

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

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

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

Through data analysis and interviews with the City and the District, Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2018 to 2028. This is consistent with the Impact Fee Act.²¹ Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

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

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

Current Assets and Capital Improvement Plans

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

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

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

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for the Caldwell Fire Department/Caldwell Rural Fire District by answering the following seven questions:

1. **Who is currently served by the City/District?** This includes the number of residents as well as residential and nonresidential land uses.
2. **What is the current level of service provided by the City/District?** Since an important purpose of impact fees is to help the City *achieve* its planned level of service²⁹, it is necessary to know the levels of service it is currently providing to the community.
3. **What current assets allow the City/District to provide this level of service?** This provides a current inventory of assets used by the City, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of Fire current assets.
4. **What is the current investment per residential and nonresidential land use?** In other words, how much of each service provider's current assets' total value is needed to serve current residential households and nonresidential square feet?
5. **What future growth is expected in the City/District?** How many new residential households and nonresidential square footage will the City serve over the CIP period?
6. **What new infrastructure is required to serve future growth?** For example, how many new engines will be needed by the City of Caldwell Fire Department within the next ten years to achieve the planned level of service of the City?³⁰
7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the City. Then, using this distribution, the impact fees were determined.

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

"GRUM" Analysis

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

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

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

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

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

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

² See Section 67-8202, Idaho Code.

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

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

⁵ See Section 67-8210(4), Idaho Code.

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

⁷ See Section 67-8210(1), Idaho Code.

⁸ See Section 67-8205, Idaho Code.

⁹ See Section 67-8206(2), Idaho Code.

¹⁰ See Section 67-8208, Idaho Code.

¹¹ See Section 67-8207, Idaho Code.

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

¹³ See Section 67-8208, Idaho Code.

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

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

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

¹⁷ See Section 67-8208, Idaho Code.

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

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

²⁰ See Section 67-8207, Idaho Code.

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

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

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

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

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

²⁶ See Section 67-8208(1)(h).

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

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

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

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

Section II. Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2019 through 2029 for the City and the District. These projections were based on current growth estimates from COMPASS as well as recommendations from City Staff.

The study team also gathered growth projections for the boundaries of the City combined with the boundaries of the Caldwell Rural Fire District.

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

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

**Exhibit II-1.
Current and Future Population, City of Caldwell and Caldwell Rural Fire District**

	2019	2029	Net Increase	Percent Increase
City Population	63,028	92,000	28,972	46%
District Population	<u>15,000</u>	<u>27,450</u>	<u>12,450</u>	83%
Total	78,028	119,450	41,422	53%

The service area of the City of Caldwell Fire Department and Caldwell Rural Fire District, currently has approximately 78,034 persons residing within its boundaries. Over the next ten years, we expect the population in this area to grow by approximately 41,422 persons, or at an annual growth rate of 5.3 percent.

The following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the City and District. We expect the service area to have 39,817 residential households and 11.0 million nonresidential square feet by 2029 based on existing growth rates.

Exhibit II-2.
Current and Future Land Uses, City of Caldwell and Caldwell Rural Fire District

	2019	2029	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	78,028	119,450	41,422		
Residential (in units)	26,009	39,817	13,807	27,614,667	87%
Nonresidential (in square feet)	6,984,676	11,000,000	4,015,324	4,015,324	13%
Total				31,629,991	100%

As shown above, the service area is expected to grow by approximately 13,807 residential units and 4.0 million nonresidential square feet over the next ten years. Eighty-seven percent of this growth is attributable to residential land uses, while the remaining thirteen percent is attributable to nonresidential growth. These growth projections will be used in the following section to calculate the appropriate impact fees for the City.

Section III. Fire Department/Rural Fire District

In this section, we calculate fire impact fees. The City of Caldwell has been collecting fire impact fees more than a decade for growth within the City boundaries. The Fire Department also provides its services on contract to the Caldwell Rural Fire District, which encompasses the Caldwell Area of Impact outside City boundaries. The Department and the District utilize the same capital infrastructure for response and a decision has been made by the City of Caldwell and the Caldwell Rural Fire District Commission to analyze the assessment of impact fees to new development within the District at the same rate as that which is assessed to new development in the City so that growth in the City is not subsidizing costs created by growth in the District.

The Legislature gave taxing districts the authority to collect impact fees in an amendment to State Statute several years ago. Because Districts do not issue building permits, however, they were given the authority to have the City or County collect on their behalf. In the case of the Caldwell Fire District, development permits are issued by Canyon County. The County Commission has indicated a willingness to collect and will be reviewing impact fee proposals by seven rural fire districts later this year.

Therefore, this section refers to the projected growth and capital needs for the combined Caldwell Fire Department/Caldwell Rural Fire District following the seven-question method outlined in Section I of this report.

1. Who is currently served by the Caldwell Fire Department/Caldwell Rural Fire District?

As shown below, the Caldwell Fire Department and Caldwell Rural Fire District currently serve 78,028 people; 26,009 residential units and approximately 6.9 million square feet of nonresidential land use within their combined boundaries.

Exhibit III-1. Current and Future Land Uses – Caldwell Fire Department/Caldwell Rural Fire District

	2019	2029	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	78,028	119,450	41,422		
Residential (in units)	26,009	39,817	13,807	27,614,667	87%
Nonresidential (in square feet)	6,984,676	11,000,000	4,015,324	4,015,324	13%
Total				31,629,991	100%

2. What is the current level of service provided by the Caldwell Fire Department/Caldwell Rural Fire District?

Caldwell’s Fire Department provides a level of service of a 90 percent fractile response time of 5 minutes to its residents and the residents of the Caldwell Rural Fire District. As the City and unincorporated area grows, additional infrastructure and equipment will be needed to sustain the Department’s current level of service.

3. What current assets allow the Caldwell Fire Department/Caldwell Rural Fire District to provide this level of service?

The following Exhibit III-2 displays the current assets of the Caldwell Fire Department/Caldwell Rural Fire District.

**Exhibit III-2.
Current Assets – Caldwell Fire Department/Caldwell Rural Fire District**

Type of Capital Asset	Square Footage	Replacement Value
Facilities		
Station #1	5,000	\$ 3,000,000
Station #2	7,500	\$ 4,500,000
Notus Station	5,000	\$ 2,500,000
Station #3 Land		\$ 250,000
Training Facility		\$ 1,100,000
Apparatus/Vehicles/Equipment		
6 Engines		\$ 6,000,000
Ladder Truck		\$ 1,600,000
Tender		\$ 500,000
6 Command Vehicles		\$ 450,000
Brush Truck		\$ 150,000
Tactical Tender		\$ 1,250,000
HazMat Utility Trailer		\$ 175,000
Air Trailer		\$ 150,000
Decon Trailer		\$ 100,000
Waterways Trailer		\$ 100,000
Support Trailer		\$ 125,000
Foam Trailer		\$ 50,000
Total Assets		\$ 22,000,000
Plus Cost of Fee-Related Research		
Impact Fee Study		\$ 8,000
Plus Fund Balance		\$ 1,492,202
Grand Total		\$ 23,500,202

As shown above, the Caldwell Fire Department/Caldwell Rural Fire District currently owns approximately \$23.5 million of eligible current assets. These assets are used to provide the current level of service.

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

The Caldwell Fire Department/Caldwell Rural Fire District has already invested \$789 per residential unit and \$0.43 per nonresidential square foot. This figure is derived by allocating the value of the Fire Department and District’s current assets between the current number of residential units and nonresidential square feet.

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

5. What future growth is expected in the Caldwell Fire Department/Caldwell Rural Fire District?

As shown in Exhibit III-1, the City of Caldwell and Caldwell Rural Fire District is expected to grow by approximately 13,807 residential units and 4.0 million square feet of nonresidential land use over the next ten years.

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

The following Exhibit III-3 displays the capital improvements planned for purchase by the Caldwell Fire Department/Caldwell Rural Fire District over the next ten years.

**Exhibit III-3.
Caldwell Fire Department/Caldwell Rural Fire District CIP 2020-2029**

Type of Capital Infrastructure	CIP Value	Growth times	Portion equals	Amount to Include in Fees	Amount from Other Sources
Facilities					
Fire Station #3 - Airport area (land already acquired)	\$ 5,000,000		100%	\$ 5,000,000	\$ -
Fire Station #4 - Greenleaf area	\$ 5,250,000		100%	\$ 5,250,000	
3-Bay Maintenance Station	\$ 6,000,000		0%	\$ -	\$ 6,000,000
Remodel Training Facility	\$ 250,000		0%	\$ -	\$ 250,000
				\$ -	\$ -
Vehicles/Apparatus					
Engine for Station #4 - Type 3	\$ 400,000		100%	\$ 400,000	\$ -
Brush Truck for Station #4	\$ 150,000		100%	\$ 150,000	\$ -
Aerial Platform	\$ 1,200,000		100%	\$ 1,200,000	\$ -
Replacement Vehicles	\$ 5,597,013		0%	\$ -	\$ 5,597,013
Total Infrastructure	\$ 23,847,013			\$ 12,000,000	\$11,847,013
Plus Cost of Fee-Related Research					
Impact Fee Study	\$ 8,000		100%	\$ 8,000	\$ -
Minus Fund Balance	\$ 1,492,202		100%	\$ 1,492,202	\$ -
Grand Total	\$ 22,362,811			\$ 10,515,798	\$11,847,013

As shown above, the Caldwell Fire Department/Caldwell Rural Fire District plan to purchase approximately \$23.8 million in stations, apparatus and equipment over the next ten years, \$12.0 million of which is impact fee eligible. The City currently has \$1.5 million in fire impact fee fund balance which reduces the amount to be collected by growth over the next ten years to \$10.5 million.

Growth-related capital items include two additional fire stations and the apparatus needed to provide service from these stations. These new assets will allow the Caldwell Fire Department/Caldwell

Rural Fire District to sustain the current level of service in the future. The commencement and completion dates for the Fire Department’s growth-related capital infrastructure depend on the timing and pace of the projected growth.

The remaining approximately \$11.8 million is the price for the Department/District to replace existing apparatus, vehicles and other equipment, and facilitate a 3-Bay Maintenance Station and Training Facility remodel. Replacement of existing capital is not eligible for inclusion in the impact fee calculations. The Department will therefore have to use other sources of revenue including all of those listed in Idaho Code 67- 8207(iv)(2)(h).

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

The following Exhibit III-4 takes the projected future growth from Exhibit III-1 and the growth-related CIP from Exhibit III-3 to calculate impact fees for the Caldwell Fire Department/Caldwell Rural Fire District.

**Exhibit III-4.
Caldwell Fire Department/Caldwell Rural Fire District Fee Calculation**

Amount to Include in Impact Fee Calculation	\$10,515,798
Percentage of Future Growth	
Residential	87%
Non Residential	13%
Amount Attributable to Future Growth	
Residential	\$ 9,180,852
Non Residential	\$ 1,334,946
Future Growth 2017-2026	
Residential (per unit)	13,807
Non Residential (per square foot)	4,015,324
Impact Fee	
Residential (per unit)	\$ 665
Non Residential (per square foot)	\$ 0.33

As shown above, we have calculated impact fees for the Caldwell Fire Department at \$665 per residential unit and \$0.33 per nonresidential square foot. This is less than the \$789 per residential unit and \$0.43 per square foot existing property owners have already paid into the system as indicated in #4 above. Fees not to exceed these amounts are recommended for the Department/District. The Department/District cannot assess fees greater than the amounts shown above. The Department/District may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department/District used other revenues to make up the difference.

Section IV. Summary

The following Exhibit IV-1 summarizes the calculated Impact Fees for the City of Caldwell/Caldwell Rural Fire District.

Exhibit IV-1. City of Caldwell/Caldwell Rural Fire District Impact Fee Summary

Impact Fee		
Residential (per unit)	\$	665
Non Residential (per square foot)	\$	0.33

A comparison of the proposed fees to similar fees in Nampa, Boise, Meridian, Eagle, Star, Kuna, Middleton, Wilder and Marsing is provided in Exhibit IV-2:

Exhibit IV-2. Impact Fee Comparisons

	City of Caldwell/ Caldwell Rural Fire draft	City of Nampa/ Nampa Rural Fire	Middleton Rural Fire District	Wilder Fire District	Marsing Fire District	City of Boise	City of Meridian/ Meridian Rural	Eagle Fire District draft	Star Fire District	Kuna Fire District	North Ada Co. Fire and Rescue
per Residential Unit	\$ 665	\$ 560	\$ 849	\$ 825	\$ 1,285	\$ 526	\$ 693	\$ 897	\$ 829	\$ 824	\$ 647
per Non-Residential sf	\$ 0.33	\$ 0.28	\$ 0.42	\$ 0.41	\$ 0.64	\$ 0.15	\$ 0.53	\$ 0.36	\$ 0.39	\$ 0.41	\$ 0.32

City Participation

The City/District would assume the responsibility of paying for those portions of the capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

To arrive at this participation amount, the expected impact fee revenue and any shared facility amount need to be subtracted from the total CIP value. Exhibit IV-3 divides the City/Districts' participation amount into two categories: the portion of purely non-growth-related improvements, and the portion of growth-related improvements that are attributable to repair, replacement, or upgrade, but are not impact fee eligible.

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The City/District can choose not to fund these capital improvements (although this could result in a decrease in the level of service if the deferred repairs or replacements were urgent). However, the non-growth-related portion of improvements that are impact fee eligible *must* be funded in order to maintain the integrity of the impact fee program.

Exhibit IV-3.

**City of Caldwell/Caldwell Rural Fire District
Participation Summary, 2020-2029**

	Required	Discretionary	Total
Fire	\$ -	\$ 11,847,013	\$ 11,847,013

Implementation Recommendations

As City Council evaluates whether or not to adopt the Capital Improvement Plans and impact fees presented in this report, we also offer the following information for your consideration. Please note that this information will be included each individual impact fee enabling ordinance.

Capital Improvements Plan. Should the Advisory Committee recommend this study to City Council and should City Council adopt the study, the City should revise its existing Capital Improvement Plans using the information in this study. A revised capital improvement plan would then be presented to the City for adoption as an element of the Comprehensive Plan pursuant to the procedures of the Local Land Use Planning Act.

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, City Council should review the proposed Impact Fee Ordinance for adoption as reviewed and recommended by the Advisory Committee.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise City Council to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various city zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the City assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the City receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the City's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the City will either credit the donor or reimburse the donor for that portion of the impact fee.

Grants. If a grant is expected and regular, the growth-related portion of that grant amount should be reflected upfront in the fee calculations, meaning that the impact fees will be lower in anticipation of the contribution. If the grant is speculative or uncertain, this should not be reflected up-front in the fee calculations since the entity cannot count on those dollars as it undergoes capital planning.

The rational nexus is still maintained because the unexpected higher fund balance, due to the receipt of a grant, is deducted from the calculations as a "down payment on the CIP" when the fee study is updated.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.³⁷ This prevents "double dipping" by the City.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the City aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.³⁸

Impact fee accounting. The City should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The City should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed*, impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected *to partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The City is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the City invests in additional infrastructure beyond what is listed in this report, and/or as the City's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

AMENDED RESOLUTION NO. 2019-436

City of Middleton/Middleton Rural Fire District

**INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT FOR
THE COLLECTION AND EXPENDITURE OF
DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS**

[Idaho Code §§ 67-8204A & 67-2328]

Parties to the Agreement:

City of Middleton	“City”	City Hall 1103 West Main Street Middleton, Idaho 83644
Middleton Rural Fire District	“Fire District”	302 East Main Street Middleton, Idaho 83644

THIS AGREEMENT made effective the _____ day of _____, 2020, by and between the Parties as herein this Agreement defined.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant, and agree as follows:

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Act:** Means and refers to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code as it may be amended or restated from time to time.
- 1.2 Agreement:** means and refers to this *City of Middleton/Middleton Rural Fire District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*, which may be referred to and cited as the “Middleton Impact Fee Agreement” or “MIFA.”

- 1.3 Capital Improvements Plan:** means and refers to the most recent Impact Fee Study and Capital Improvements Plan, adopted by the City and the Fire District pursuant to the Act which defines the Fire District's Service Area.
- 1.4 City:** means and refers to the *City of Middleton*, Idaho, party to this Agreement.
- 1.5 COMPASS:** means the *Community Planning Association of Southwest Idaho*, an Idaho non-profit association that serves as the metropolitan planning association for Ada County and Canyon County.
- 1.6 Costs:** means and refers to the expense inclusive of attorney fees, publication costs, experts and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.7 County:** means and refers to Canyon County.
- 1.8 Fire District:** means and refers to *Middleton Rural Fire and Rescue District*, party to this Agreement.
- 1.9 Fire District Board:** Means and refers to the Board of Commissioners of the Fire District.
- 1.9 Joint Advisory Committee:** means and refers to the *City of Middleton/Middleton Rural Fire District Joint Development Impact Fee Advisory Standing Committee* formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 1.10 Ordinance:** means and refers to the *Middleton Rural Fire District Development Impact Fee Ordinance No. _____* together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.11 Party/Parties:** means and refers to the City and/or the Fire District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.12 Service Area:** means and refers to a service area as defined in the Act at I.C. § 67-8203 (26).
- 1.13 System Improvements:** Means and refers to capital improvements to public facilities designed to provide service to a service area as defined in the Act at Idaho Code § 67 8203(28).
- 1.14 Trust Fund:** means and refers to the *Fire District Development Impact Fee Capital Projects Trust Fund* established by the Fire District pursuant to Section 1.18.11 of the Ordinance and pursuant to Idaho Code § 67-8210(1).

- 1.15 All other definitions:** All other definitions of this Agreement are set forth in Section 1-18-2 of the Ordinance and are herein included as separate definitions as if the same are set forth herein.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvement Plan and the Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the boundaries of the Fire District, and to further the best interest of the Parties; and
- 2.2** Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code; and
- 2.3** The City is a governmental entity as defined in the Act at Idaho Code § 67-8203(14) and, as provided at Idaho Code § 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.4** Idaho Code Section 67-8204A, provides that the City, and the Fire District, when affected by development, each have the authority to enter into an intergovernmental agreement with each other for the purpose of developing joint plans for capital improvements and to collect and expend development impact fees for the protection of public health, safety and general welfare of the residences within the boundaries of the City north of the Boise River which are within the boundaries of the Fire District and within the unincorporated area of the County which is within the boundaries of the Fire District; and
- 2.5** Idaho Code § 67-8204A, provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.6** The Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 2.7** The Fire District's boundaries include areas north of the Boise River within the City limits and areas surrounding the City in the County on the north, east and west, and the

Fire District provides fire and emergency services within its boundaries; and

2.8 The City is experiencing and is affected by considerable growth and development; and

2.9 The purposes of the Act [Idaho Code § 67-8202] are as follows:

- Ensure that adequate public facilities are available to serve new growth and development;
- Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and development; and
- Establish minimum standards for and authorize cities to adopt impact fee ordinances.

2.10 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code § 67-8205, the Joint Advisory Committee consisting of five (5) members. **Two (2) shall be members** of the local community active in development, banking, real estate, insurance, and local commerce; and

2.11 Fire District has provided the County with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee appointed as provided in Idaho Code §§ 67-8205 and 67 8206(2); and

2.12 Adoption of the Capital Improvements Plan by the County Commissioners and the Fire District Board of Commissioners were in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable; and

2.14 This Agreement facilitates the intent and purposes of the Capital Improvements Plan and the Ordinance, is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the City north of the Boise River which are also within the boundaries of the Fire District; and

2.15 The Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3 COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT

The Fire District shall, at all times:

AMENDED RESOLUTION 2019-436

City of Middleton/Middleton Rural Fire District INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS [Idaho Code § 67-8204A]

- 3.1 Abide by the terms and conditions required of the Fire District as set forth in the Ordinance and any amendments to the same; and
- 3.2 Maintain and staff the position of Fire District Administrator to manage and perform the duties and responsibilities of the Fire District Administrator as set forth in the Ordinance including all determinations of extraordinary impact; and
- 3.3 Establish and maintain the Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code § 67-8210 and any amendment or recodification of the same; and
- 3.4 Pay the following costs:
- 3.4.1 Costs associated with the Joint Advisory Committee;
 - 3.4.2 Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Fire District;
 - 3.4.3 Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the Fire District;
 - 3.4.4 Costs associated with the Fire District's performance of this Agreement;
 - 3.4.5 Cost associated with an appeal of a claim of exemption;
 - 3.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the Fire District under the provisions of the Ordinance; and
- 3.5 Be solely responsible for the Fire District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.
- 3.6 Fire District shall form and staff a Joint Advisory Committee to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 3.6.1 **Joint Advisory Committee Membership.** Members shall be appointed by the Board of Commissioners of the Fire District for a term of one (1) year or until a successor is appointed in his/her place, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development or real estate, and at least two (2) or more members shall not be employees or officials of the City or Fire District.
 - 3.6.2 **Charge.** The Joint Advisory Committee shall serve as an advisory committee to the City Council of the City and the Fire District Board, and is charged with the following responsibilities:

- 3.6.2.1** Assist the City and Fire District in adopting land use assumptions, review the Capital Improvements Plan, and monitor and evaluate implementation of the Capital Improvements Plan;
- 3.6.2.2** File with the Fire District Administrator and the City, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;
- 3.6.2.3** Advise the City and to the Fire District Board of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and
- 3.6.2.4** Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan, and periodic updates of the Capital Improvements Plan.
- 3.6.2.5** The Joint Advisory Committee reports directly to the City Council of the City and to the Fire District Board.

SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY

The City shall:

- 4.1** Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 4.2** Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Ordinance; and
- 4.3** Maintain and staff the position of the City to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 4.4** Remit all Fire District Impact Fees collected by the City to the Fire District for deposit in the Trust Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code § 67-8210; and
- 4.5** Be solely responsible for the City's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

**SECTION 5
ADMINISTRATIVE STAFFING**

- 5.1 The administration and performance by the City of the Ordinance shall be under the direction of the City Clerk.
- 5.2 The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator under the Ordinance.

**SECTION 6
NOTICE AND DELIVERY OF DOCUMENTS**

- 6.1 The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:
 - 6.1.1 By mail or hand delivery addressed to:

City of Middleton - City Clerk
1103 West Main Street
Middleton, Idaho 83644
 - 6.1.2 By scanning, attaching and e-mailing to: citmid@middletoncity.com
- 6.2 The contact information for purposes of notice to and/or the delivery of documents to the Fire District is as follows:
 - 6.2.1 By mail or hand delivery addressed to:

Middleton Rural Fire District
Attention: Fire District Administrator
302 East Main Street
Middleton, Idaho 83644
 - 6.2.2 By scanning, attaching and e-mailing to: nsinclair@middletonfire.org
- 6.3 In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as *Appendix 1*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

**SECTION 7
DELIVERY OF FIRE DISTRICT IMPACT FEES TO THE FIRE DISTRICT**

7.1 Remittance of Fees to Fire District. Fire District Impact Fees collected by the City shall be delivered to the Fire District on a monthly basis.

7.2 Administrative Fee. The Fire District agrees to pay the City an administrative fee of Fifteen and 00/100 Dollars (\$15.00) per building permit for the calculation, collection, and remittance of Fire District Impact Fees performed by City staff. The City shall deduct the administrative fee from Impact Fees collected by the City before remittance to the Fire District. The Fire District shall reimburse said amount from its general fund to the Trust Fund.

SECTION 8 INDEMNIFICATION

8.1 To the extent permitted by law, Fire District shall defend, indemnify, and hold the City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of City related to the Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement. In the event of such claim Fire District shall defend such allegations and Fire District shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that Fire District itself could be liable under state and federal statutes, regulations, common law, and other law.

8.2 To the extent permitted by law, City shall defend, indemnify, and hold Fire District, its officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of City, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of Fire District herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

SECTION 9 SERVICE AREA

9.1 Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities [public safety facilities, for fire and emergency medical and rescue facilities Idaho Code § 67-8203(24)(f)] provide service to development within that geographic area on the basis of sound planning or engineering principles or both.

- 9.2** The adopted Capital Improvements Plan defines the Fire District's Service Area which includes area within unincorporated Canyon County located within the boundaries of the Fire District, and the area within the City north of the Boise River which is located within the boundaries of the Fire District.

SECTION 10 AMENDMENT / TERMINATION

- 10.1 Term.** This Agreement shall continue in force and effect perpetually from its execution date.
- 10.2 Termination.** This Agreement may be terminated by either Party upon ninety (90) day notice in writing to the other Party. Upon termination, County shall remit all collected Fire District Impact Fees as provided in the Ordinance.
- 10.2.1** Any notice of intent to terminate shall include a proposal regarding repeal of the Ordinance.
- 10.2.2** No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Trust Fund.
- 10.3 Amendment.** This Agreement may be amended only by written agreement of the Parties.

SECTION 11 EFFECTIVE DATE

- 11.1** This Agreement is effective simultaneously with the effective date of the Ordinance.

SECTION 10 GENERAL PROVISIONS

- 10.1 Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.
- 10.2 Severability:** Should any term or provision of this Agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 10.3 Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts,

and each such counterpart shall be deemed an "original."

10.4 Captions: The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

10.5 Choice of Law: This Agreement shall be governed and interpreted by the laws of the State of Idaho.

10.6 Assignment: No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this _____ day of _____, 2020.

DATED AND SIGNED this _____ day of _____, 2020.

CITY OF MIDDLETON

By: _____
Steve Rule, *Mayor*

ATTEST:

By: _____
Becky Crofts, *City Clerk*

By: City Council Resolution No. _____

DATED AND SIGNED this _____ day of _____, 2020.

MIDDLETON RURAL FIRE DISTRICT

By: _____
Liz Bolts, Chairwoman/Commissioner

ATTEST:

By: _____
_____, *Fire District Administrator*

By: Fire District Resolution No. _____

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APPENDIX 1

Notice of Contact Information Change

FROM: _____
 TO: _____
 DATE: _____

NOTICE IS HEREBY GIVEN, pursuant to Section ____ of the **City of Middleton/Middleton Rural Fire District Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [Idaho Code § 67-8204A]**, dated _____, of the following *CHANGE IN CONTACT INFORMATION*:

New Contact Information is as follows:

Name/Entity: _____
 Address: _____
 Telephone: _____ Fax: _____
 Email: _____

Signature (Authorized Agent)
 Title: _____

Certificate of Service

I, the undersigned, hereby certify that on the _____ day of _____, 20____, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

City or Fire District
 Address
 City, State ZIP

- U.S. Mail
- Hand Delivery
- Facsimile
- Email

 for City or Fire District

Acknowledgement of Receipt by:

Name/Signature: _____ Date: _____

**CITY OF MIDDLETON
Canyon County, Idaho**

ORDINANCE No. 634

AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 18 TO TITLE 1 PROVIDING FOR MIDDLETON RURAL FIRE DISTRICT DEVELOPMENT IMPACT FEES, PROVIDING FOR:

- **SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE;**
- **DEFINITIONS;**
- **IMPOSITION OF FIRE DISTRICT IMPACT FEE;**
- **COLLECTION OF FIRE DISTRICT IMPACT FEES;**
- **EXEMPTIONS;**
- **PROCESS FOR INDIVIDUAL ASSESSMENT;**
- **DEVELOPER CREDITS AND REIMBURSEMENTS;**
- **METHODOLOGY FOR CALCULATION OF FIRE DISTRICT IMPACT FEES;**
- **EXTRAORDINARY IMPACTS;**
- **FEE PAYER REFUNDS;**
- **ESTABLISHMENT BY THE FIRE DISTRICT OF AN IMPACT FEE TRUST FUND AND TRUST ACCOUNTS;**
- **USE AND EXPENDITURE OF FIRE DISTRICT IMPACT FEES;**
- **APPEALS, PROTEST AND MEDIATION;**
- **PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN;**
- **ANNUAL AUDIT;**
- **THE JOINT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE;**
- **ENFORCEMENT AND COLLECTION;**
- **THE CITY AND FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT;**
- **MISCELLANEOUS PROVISIONS;**
- **PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE;**
- **CONSTRUCTION OF ORDINANCE INTENT; and**
- **PROVIDING AN EFFECTIVE DATE AND PUBLICATION.**

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

Section 1: That the Middleton City Code be and the same is hereby amended by addition of a new Chapter 18 to Title 1, to read as follows:

TITLE 1

CHAPTER 18

FIRE DISTRICT DEVELOPMENT IMPACT FEES

1-18-1: - SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE:

- A. *Short title.* This Chapter shall be known and may be cited as the *Middleton Rural Fire District Development Impact Fee Ordinance*.
- B. *Authority.* This ordinance is enacted pursuant to the City's general police powers, its authority to enact ordinances, and its authority as provided by the *Idaho Development Impact Fee Act* codified at Chapter 82 of Title 67, Idaho Code (the "Act") and other applicable laws of the state of Idaho to impose development impact fees; and the City's and the Fire District's Authority to enter into an Intergovernmental Agreement as provided for in Idaho Code § 67-8204A to impose, collect and expend development impact fees.
- C. *Applicability.* Except as otherwise exempted in section 1-18-5, these provisions shall apply to the Development of property located within the boundaries of the City of Middleton, Idaho.
- D. *Findings:*
1. The Middleton Rural Fire District, (the "Fire District") is a fire district organized and existing by virtue of the Fire Protection District Law Chapter 14 of Title 31, Idaho Code, and its boundaries include areas within the City limits of the City of Middleton (the "City") and areas surrounding the City on the north, east and west, and the Fire District provides fire and emergency services within the City; and
 2. The Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
 3. The City is experiencing considerable growth and Development; and
 4. The purposes of the Act [Idaho Code § 67-8202] are as follows:
 - Ensure that adequate public facilities are available to serve new growth and Development;
 - Promote orderly growth and Development by establishing uniform standards by which local governments, such as the City and the Fire

District, may require those who benefit from new growth and Development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and Development; and

- Establish minimum standards for adoption of development impact fee ordinances by cities; and
- Ensure that those who benefit from new growth and Development are required to pay no more than their proportionate share of the cost of public facilities needed to serve that new growth and Development and to prevent duplicate and ad hoc development requirements; and
- To empower cities to adopt ordinances to impose development impact fees.

5. *The Act:*

- does not authorize the Fire District to enact a development impact fee ordinance; and
- does provide, pursuant to Idaho Code § 67-8204A, in circumstances where the City and the Fire District are both affected by the considerable growth and Development as is occurring within the City, that the City and the Fire District may enter into the Intergovernmental Agreement for the purpose of agreeing to collect and expend development impact fees for System Improvements which provides for a new funding mechanism for those System Improvements Costs incurred by the Fire District to meet the demand and growth occurring within the City and which promotes and accommodates orderly growth and development and protects the public health, safety and general welfare of the residences within the boundaries of the City.

6. New residential growth within the City and within the boundaries of the Fire District imposes and will impose increasing and excessive demands upon the existing Fire District Capital Facilities.
7. The tax revenues generated from new residential Development within the City and within the boundaries of the Fire District often do not generate sufficient funds to provide the necessary improvements and expansion of existing Fire District Capital Facilities to accommodate for that new growth.
8. New growth within the City and within the boundaries of the Fire District is expected to continue, and will place ever-increasing demands

on the Fire District to provide and expand the Fire District's Capital Facilities to serve that new growth.

9. Section 67-8204A of the Act authorizes the City to adopt an impact fee system and to enter into the Intergovernmental Agreement with the Fire District to offset, recoup, or reimburse the portion of the costs of needed improvements to the Fire District Capital Facilities caused by new growth and Development in the City and within the boundaries of the Fire District.
10. The creation of an equitable impact fee system facilitated by the Intergovernmental Agreement with the Fire District, will promote the purposes set forth in the Act, in that it would: (a) ensure that adequate Fire District Capital Facilities are available to serve new growth and Development; (b) promote orderly growth and Development by establishing uniform standards by which the City may require that those who benefit from new growth and Development pay a proportionate share of the cost of new Fire District Capital Facilities needed to serve new growth and Development in the City and within the boundaries of the Fire District; (c) establish minimum standards for the adoption of Fire District Impact Fees; (d) ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of Fire District Capital Facilities needed to serve new growth and Development in the City and within the boundaries of the Fire District; and (e) prevent duplicate and ad hoc Development requirements in the City.
11. The City and the Fire District have formed the Joint Advisory Committee as required by Idaho Code § 67-8205, and the Committee has performed the duties required of it pursuant to Idaho Code §§ 67-8205 and 67-8206(2). The City and the Fire District intend that the Committee will continue to exist and perform those duties identified in Idaho Code § 67-8205 that occur following the adoption of this *Middleton Rural Fire District Development Impact Fee Ordinance*.
12. The Fire District has planned for the improvement of Fire District Capital Facilities in the Capital Improvements Plan.
13. The creation of an equitable impact fee system would enable the City to accommodate new development, and would assist the Fire District to implement the capital improvements element of the Capital Improvements Plan.
14. In order to implement an equitable impact fee system for the Fire District's fire prevention and life preservation facilities, the City adopted by resolution and the Fire District adopted by resolution the

Middleton Rural Fire District Impact Fee Study and Capital Improvements Plan (the “Capital Improvements Plan”). Galena Consulting was hired by the Fire District to assist the Joint Advisory Committee in the preparation of the Study.

15. The methodology used in the Capital Improvements Plan, as applied through this Chapter, complies with all applicable provisions of Idaho law, including those set forth in Idaho Code §§ 67-8204(1), (2), (16) and (23), 67-8207 and 67-8209. The incorporation of the Capital Improvements Plan by reference satisfies the requirement in Idaho Code § 67-8204(16) for a detailed description of the methodology by which the Fire District Impact Fees were calculated, and the requirement in Idaho Code § 67-8204(24) for a description of acceptable levels of service for Fire District System Improvements.
16. In determining the proportionate share of System Improvements Costs, the Capital Improvements Plan has considered: (a) the cost of the existing System Improvements; (b) the means by which the existing System Improvements have been financed; (c) the extent to which the new Development will contribute to System Improvements Costs through taxation, assessment, or developer or landowner contributions, or has previously contributed to System Improvements Costs through developer or landowner contributions; (d) the extent to which the new Development is required to contribute to System Improvements Costs in the future; (e) the extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area or areas; (f) Extraordinary Costs, if any, incurred in serving the new Development; (g) the time and price differential inherent in a fair comparison of fees paid at different times; and (h) the availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation and includes a plan for alternative sources of revenue.
17. The Capital Improvements Plan contains the Capital Improvements planned by the Fire District during the term of the Capital Improvements Plan, and such element has been developed in conformance with the requirements in Chapter 82 of Title 67, Idaho Code.
18. The Capital Improvements Plan sets forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the Fire District Capital Facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development.

19. In accordance with Idaho Code, the Capital Improvements Plan was based on actual System Improvements Costs or reasonable estimates of such costs. In addition, the Capital Improvements Plan uses a fee calculation methodology that is net of credits for the present value of revenues that will be generated by new growth and Development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers.
20. The Fire District Impact Fees established by this Chapter are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the Fire District Impact Fees.
21. The Fire District Capital Facilities included in the calculation of fees in the Capital Improvements Plan will benefit all new residential Development throughout the City which is also within the boundaries of the Fire District, and it is therefore appropriate to treat all areas of the City that are also within the boundaries of the Fire District as a single Service Area for purposes of calculating, collecting, and spending the Fire District Impact Fees collected from Developers.
22. There is both a rational nexus and a rough proportionality between Development impacts created by each type of Development covered by this Chapter, the development impact fees assessment of such Development covered by this Chapter, and the development impact fees that such Developer will be required to pay.
23. This Chapter creates a system by which development impact fees paid by Developers will be used to finance, defray, or reimburse a portion of the costs incurred by the Fire District to construct and/or purchase System Improvements in ways that benefit the Development for which each development impact fee was paid within a reasonable period of time after the development impact fee is paid, and in conformance with Idaho Code § 67-8210.
24. This Chapter creates a system under which development impact fees shall not be used to correct existing deficiencies for any Fire District Capital Facilities, or to replace or rehabilitate existing Fire District Capital Facilities, or to pay for routine operation or maintenance of those facilities.
25. This Chapter creates a system under which there shall be no double payment of development impact fees, in accordance with Idaho Code § 67-8204(19).

26. This Chapter is consistent with all applicable provisions of the Act concerning development impact fee ordinances.

E. *Purpose.*

1. This Chapter is adopted to be consistent with, and to help implement the Capital Improvements Plan.
2. The intent of this Chapter is to ensure that new residential development bears a proportionate share of the cost of System Improvements; to ensure that such proportionate share does not exceed the cost of such System Improvements required to accommodate new Development; and to ensure that funds collected from new Development are actually used for System Improvements in accordance with the Act.
3. It is the further intent of this Chapter to be consistent with those principles for allocating a fair share of the cost of System Improvements to new Development, and for adopting development impact fee ordinances, established by the Act.
4. It is not the intent of this Chapter to collect any money from any new Development in excess of the actual amount necessary to offset new demands for System Improvements created by such new Development.
5. It is the intent of this Chapter that any monies collected, as an imposed Fire District Impact Fee, are deposited in the Trust Accounts of the Trust Fund, are never commingled with monies from a different impact fee account, are never used for a development impact fee component different from that for which the fee was paid, are never used to correct current deficiencies in the Fire District Capital Facilities, and are never used to replace, rehabilitate, maintain or operate any Fire District Capital Facilities.

1-18-2: - DEFINITIONS:

As used in this Chapter, the following words and terms shall have the following meanings, unless another meaning is plainly intended and words and terms appearing in the singular number includes the plural and the plural the singular:

ACT shall mean the Idaho Development Impact Fee Act as set forth in Chapter 82 of Title 67, Idaho Code.

APPROPRIATE shall mean to legally obligate by contract or otherwise commit to the expenditure of funds by appropriation or other official act of the Board of Commissioners.

BOARD OF COMMISSIONERS shall mean the Board of Commissioners of the Middleton Rural Fire District, which is its governing board.

BUILDING PERMIT shall mean the permit required for foundations, new construction and additions pursuant to Middleton City Code § 4-1-1.

CAPITAL IMPROVEMENTS shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of Fire District Capital Facilities.

CAPITAL IMPROVEMENTS ELEMENT shall mean a component of the Capital Improvements Plan identified as *Exhibit III-2 Middleton Rural Fire District CIP* adopted by the Fire District and the City pursuant to Chapters 65 and 82 of Title 67, Idaho Code, and as amended, which component meets the requirements of the capital improvements plan required by the Act.

CAPITAL IMPROVEMENTS PLAN shall mean the *Middleton Rural Fire District Impact Fee Study and Capital Improvements Plan* recommended by the Joint Advisory Committee and adopted by the Fire District and the City pursuant to the Act that identifies Fire District Capital Facilities for which Fire District Impact Fees may be used as a funding source.

CITY shall mean the City of Middleton.

CITY COUNCIL shall mean the City Council of the City of Middleton.

COUNTY shall mean Canyon County.

DEVELOPER shall mean any person or legal entity undertaking development including a Development that seeks an annexation into the City and/or undertakes the subdivision of property pursuant to Idaho Code §§ 50-1301 through 50-1334, as amended.

DEVELOPMENT shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the annexation into the City and/or subdivision of property that would permit any change in the use, character or appearance of land.

DEVELOPMENT APPROVAL shall mean any written duly authorized document from the City which authorizes the commencement of a Development.

DEVELOPMENT REQUIREMENT shall mean a requirement attached to a Developmental approval or other City governmental action approving or authorizing a particular Development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land or money as condition of approval.

EXTRAORDINARY COSTS shall mean those costs incurred as result of an extraordinary impact.

EXTRAORDINARY IMPACT shall mean an impact which is reasonably determined by the Fire District to: (i) result in the need for Fire District system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by Idaho Code § 67-8214(2), as amended; or (ii) result in the need for Fire District system improvements which are not identified in the capital improvements plan.

FEE PAYER shall mean the person who pays or is required to pay a Fire District Impact Fee. A fee payer may include a developer.

FIRE DISTRICT shall mean the *Middleton Rural Fire District*, a fire district organized and existing by virtue of the Fire Protection District Law, Chapter 14 of Title 31, Idaho Code.

FIRE DISTRICT ADMINISTRATOR shall mean the Fire District Administrator of the Fire District or their designee.

FIRE DISTRICT CAPITAL FACILITIES shall mean Fire District stations and equipment which is identified in Exhibit III-2 of the Capital Improvements Plan, and specifically including those related costs including System Improvements Costs, but not including maintenance, operations, or improvements that do not expand their capacity.

FIRE DISTRICT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND") shall mean the Fire District Trust Fund established by action of the Board of Commissioners of the Fire District as set forth in Board of Commissioners' by resolution and pursuant to section 1-18-11 of this Chapter and pursuant to Idaho Code § 67-8210(1) into which all Fire District Impact Fees shall be deposited and maintained by the Fire District.

FIRE DISTRICT IMPACT FEE shall mean a payment of money imposed as condition of Development Approval to pay for a proportionate share of the costs of System Improvements needed to serve the Development. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for Development;

2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the development; or
4. Amounts collected from a Developer in a transaction in which the Fire District has incurred expenses in constructing Capital Improvements for the Development if the owner or developer has agreed to be financially responsible for the construction or installation of those Capital Improvements, unless a written agreement is made, pursuant to Idaho Code § 67-8209(3) as amended, for credit or reimbursement.

INTERGOVERNMENTAL AGREEMENT shall mean the *City of Middleton/Middleton Rural District Intergovernmental Agreement to Collect and Expend Development Impact Fees For Fire District Systems Improvements* entered into by and between the City and the Fire District pursuant to Idaho Code § 67-8204A for the collection and expenditure of Fire District Impact Fees established pursuant to this Chapter.

JOINT ADVISORY COMMITTEE shall mean the *City of Middleton/Middleton Rural Fire District Joint Development Impact Fee Advisory Standing Committee* formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.

LAND USE ASSUMPTIONS shall mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten (10) year period.

LEVEL OF SERVICE shall mean a measure of the relationship between service capacity and service demand for Public Facilities.

MANUFACTURED/MOBILE HOME shall mean a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in such structure, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. §§ 5401 et seq.

MODULAR BUILDING shall mean any building or building component other than a manufactured/mobile home, which is constructed according to the International Building Code,

as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

PRESENT VALUE shall mean the total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

PROJECT shall mean a particular Development on an identified parcel of land.

PROJECT IMPROVEMENTS, in contrast to System Improvements, shall mean site improvements and facilities that are planned and designed to provide service for a particular Development Project and that are necessary for the use and convenience of the occupants or users of the Project.

PROPORTIONATE SHARE shall mean that portion of System Improvements Costs determined pursuant to Idaho Code § 67-8207 which reasonably relates to the service demands and needs of the Project.

PUBLIC FACILITIES shall mean land, buildings and equipment used for fire protection, emergency medical and rescue, and water supply production, storage and distribution facilities which have a useful life of ten (10) years or more.

RECREATIONAL VEHICLE shall mean a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

SERVICE AREA shall mean any defined geographic area defined by the Capital Improvements Plan.

SERVICE UNIT shall mean a standardized measure of consumption, use, generation or discharge attributable to an individual unit of Development calculated in accordance with generally accepted engineering or planning standards for a particular category of Capital Improvements. As specifically used in this Ordinance, service units include all dwelling units intended for residential use development.

SYSTEM IMPROVEMENTS, in contrast to Project Improvements, shall mean Capital Improvements to Public Facilities which are designed to provide service to a Service Area. For the purpose of this Chapter, System Improvements are for Fire District Capital Facilities.

SYSTEM IMPROVEMENTS COSTS shall mean costs incurred for construction or reconstruction of System Improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in Idaho Code § 50-1702(h), as amended, to provide additional Public Facilities needed to service new growth and Development. For clarification, System Improvements Costs do not include:

1. Construction, acquisition or expansion of Public Facilities other than Capital Improvements identified in the Capital Improvements Plan;
2. Improvements, repair, operation or maintenance of existing or new capital;
3. Upgrading, updating, expanding or replacing existing Capital Improvements to serve existing Development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding or replacing existing Capital Improvements to provide better service to existing Development;
5. Administrative and operating costs of the Fire District and/or the City unless such costs are attributable to Development of the Capital Improvements Plan, as provided in Idaho Code § 67-8208, as amended; and
6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the Fire District to finance Capital Improvements identified in the Capital Improvements Plan.

TRUST ACCOUNTS shall mean any of one or more interest bearing accounts within the *Fire District Development Impact Fee Capital Projects Trust Fund* established in section 1-18-11 of this Chapter.

1-18-3: – IMPOSITION OF FIRE DISTRICT IMPACT FEE:

- A. *Imposition of Impact Fee.* A Fire District Impact Fee is hereby imposed on all new Development in the area of the City that is also within the boundaries of the Fire District.
- B. *Fee Schedule.* Fire District Impact Fees shall be calculated in accordance with the fee schedule set forth in Exhibit III-3 of the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the Development, unless (a) the Fee Payer requests an individual assessment pursuant to section 1-18-6 of this Chapter; or (b) the City and the Fire District find the Development will have an Extraordinary Impact pursuant to section 1-18-9 of this Chapter. The methodology for determining the costs per service unit provided for in the fee schedule is set forth in the Capital Improvements Plan.

- C. *Developer's Election.* A Developer shall have the right to elect to pay a project's proportionate share of System Improvements Costs by payment of Fire District Impact Fee according to the fee schedule as full and complete payment of the Development project's proportionate share of System Improvements Costs, except as provided in Idaho Code § 67-8214(3), as amended.
- D. *Procedures:*
1. *Building Permit.* Upon submittal of complete building permit plans for the Development to the City, the City shall calculate the Fire District Impact Fee for the Development within thirty (30) days of submittal unless the Fee Payer requests an individual assessment or the City determines that the Development may have Extraordinary Impact.
 2. *Exemption.* An exemption pursuant to section 1-18-5A of this Chapter must be claimed by the Fee Payer upon application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer.

1-18-4: - COLLECTION OF FIRE DISTRICT IMPACT FEES:

- A. *Certification.* After the Fire District Impact Fee due for a proposed Development has been calculated by the City pursuant to the fee schedule attached to the Capital Improvements Plan or by the Fire District Administrator using the individual assessment process, the Fee Payer may request from the City or the Fire District Administrator a certification of the amount of Fire District Impact Fee due for that Development. Within thirty (30) days after receiving such request, the City or the Fire District Administrator shall issue a written certification of the amount of the Fire District Impact Fee due for the proposed Development. Such certification shall establish the Fire District Impact Fee so long as there is no material change to the particular Development as identified in the individual assessment application, or the impact fee schedule attached to the Capital Improvements Plan. The certification shall include an explanation of the calculation of the Fire District Impact Fee including an explanation of factors considered under Idaho Code § 67-8207 and shall also specify the System Improvement(s) for which the Fire District Impact Fee is intended to be used. If the Impact Fee is calculated by the City pursuant to the fee schedule, the City shall provide the certification to the Fee Payer and the Fire District Administrator. If the Impact Fee is determined by the Fire District Administrator following an individual assessment of the fee, the Fire District Administrator shall provide the certification to the Fee Payer and the City.
- B. *Payment of Fees.* The Fire District Impact Fee shall be paid either to the City or to the Fire District at the following times:

1. If a Building Permit or manufactured/mobile home installation permit is required, then at the time before the permit is issued;
 2. If no Building Permit or manufactured/mobile home installation permit is required, then at the time that construction commences; or
 3. At such other time as the Developer and the Fire District have agreed upon in writing with notice to the City.
- C. In the event a Fire District Impact Fee is paid to the Fire District, then the Fire District Administrator shall immediately notify the City of said payment.
- D. All Fire District Impact Fees paid to the City shall then be delivered to the Fire District Administrator on a once-a-month basis.

1-18-5: - EXEMPTIONS:

- A. *Exemptions.* The provisions of this Chapter shall not apply to the following:
1. Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;
 2. Remodeling or repairing a structure which does not increase the number of service units;
 3. Replacing a residential unit, including a manufactured/mobile home, with another residential unit on the same lot; provided that, the number of service units does not increase;
 4. Placing a temporary construction trailer or office on a lot;
 5. Constructing an addition on a residential structure which does not increase the number of service units;
 6. Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of System Improvements; or
 7. The installation of a modular building, manufactured/mobile home or recreational vehicle if the Fee Payer can demonstrate by documentation such as utility bills and tax records that either: (a) a modular building, manufactured/mobile home or recreational vehicle was legally in place on the lot or space prior to the effective date of this Chapter; or (b) a Fire

District Impact Fee has been paid previously for the modular building, manufactured/mobile home or recreational vehicle on that same lot or space.

- B. *Exemption Claim Process:* An exemption from a Fire District Impact Fee must be claimed on the Application by the Developer (Fee Payer) upon submitting their application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer. Applications for exemption shall be determined by the City within ninety (90) days of receipt of the claim for exemption.

1-18-6:- INDIVIDUAL ASSESSMENT PROCESS:

- A. In lieu of calculating the amount of the Fire District Impact Fee using the impact fee schedules in MCC § 1-20-3 of this chapter, an individual assessment of Impact Fees is permitted.
1. **INDIVIDUAL ASSESSMENT PROCESS.** A Fee Payer may file a written request for an individual assessment of the Development by the Administrator prior to the receipt of a building permit or other necessary approvals or entitlements from the City. A request for an individual assessment process shall involve consideration of studies, data, and any other relevant information submitted by the Fee Payer to adjust the amount of the Fire District Impact Fee.
 2. Each individual assessment request and supporting documentation submitted by the Fee Payer shall be based on the same level of service standards and unit costs for System Improvements used in the applicable Capital Improvements Plan, shall use an average cost (not a marginal cost) methodology, and shall document the relevant methodologies and assumptions used.
 3. Each individual assessment request delivered to the Administrator may then be accepted, rejected, or accepted with modifications by the Administrator as the basis for calculating the Fire District Impact Fee. The criteria for acceptance, rejection or acceptance with modifications shall be whether the individual assessment is a more accurate measure of demand for System Improvements element(s) created by the proposed Development, or the costs of those facilities, than the applicable fee shown in the fee schedule, based on the standards in Section 67-8207, Idaho Code.
 4. The Administrator shall issue a written decision within thirty (30) days following receipt of a completed request for individual assessment together with all supporting information from the Fee Payer, so as not to unreasonably delay the Developer's (Fee Payer's) subsequent applications to the City for Building Permits.

5. The decision by the Administrator on an application for an individual assessment shall include an explanation of the calculation of the Fire District Impact Fee, shall specify the System Improvement(s) for which the Fire District Impact Fee is intended to be used, and shall include an explanation of those factors identified in Idaho Code § 67 8207.
6. If an individual assessment is accepted or accepted with modifications by the Administrator then the Fire District Impact Fee due under this Article for such Development shall be calculated according to such individual assessment.
7. The Fire District Administrator shall provide notice of final determination of an individual assessment to the Developer (Fee Payer) and the City.

1-18-7: - DEVELOPER CREDITS AND REIMBURSEMENT:

- A. *Credits to be Issued.* When a Developer or their predecessor in title or interest has constructed System Improvements of the same category as a Fire District Capital Improvements Element, or contributed or dedicated land or money towards the completion of System Improvements of the same category as a Fire District Capital Improvements Element, and the Fire District has accepted such construction, contribution or dedication, the Fire District shall issue a credit against the Fire District Impact Fees otherwise due for the same Fire District Capital Improvements Element in connection with the proposed Development, as set forth in this section, credit shall be issued regardless of whether the contribution or dedication to System Improvements was required by the Fire District as a condition of Development Approval or was offered by the Developer and accepted by the Fire District in writing, and regardless of whether the contribution or dedication was contributed by the Developer or by a local improvement district controlled by the Developer.
- B. *Limitations.* Credits against a Fire District Impact Fee shall not be given for: (a) Project Improvements; or (b) any construction, contribution or dedication not agreed to in writing by the Fire District prior to commencement of the construction, contribution, or dedication. Credits issued for one Fire District Capital Improvements Element may not be used to reduce Fire District Impact Fees due for a different capital improvement. No credits shall be issued for System Improvements contributed or dedicated prior to the effective date of this Chapter. Prior contributions may only be taken into account pursuant to an individual assessment.
- C. *Valuation of Credit at Present Value:*
 1. *Land.* Credit for qualifying land dedications shall, at the Fee Payer's option, be valued at the present value of: (a) one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the

county assessor; or (b) that fair market value established by a private appraiser acceptable to the Fire District in an appraisal paid for by the Fee Payer.

2. *Improvements.* Credit for qualifying acquisition or construction of System Improvements shall be valued by the Fire District at the present value of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the Fee Payer to the Fire District. The Fire District Administrator shall determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the Fire District as a more accurate measure of the value of the offered System Improvements to the Fire District.

D. *When Credits Become Effective:*

1. *Land.* Approved credits for land dedications shall become effective when the land has been conveyed to the Fire District in a form acceptable to the Fire District, at no cost to the Fire District, and has been accepted by the Fire District. Upon request of the Fee Payer, the Fire District shall issue a letter stating the amount of credit available.
2. *Improvements.* Approved credits for acquisition or construction of System Improvements shall generally become effective when (a) all required construction has been completed and has been accepted by the Fire District, (b) a suitable maintenance and warranty bond has been received and approved by the Fire District, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the Fire District and the state of Idaho. Upon request of the Fee Payer, the Fire District shall issue a letter stating the amount of credit available.

E. *Credit Request Procedures:*

1. *Request.* In order to obtain a credit against a Fire District Impact Fee otherwise due, a Fee Payer shall submit to the City a written offer of request to dedicate to the Fire District specific parcels of qualifying land or a written offer to contribute or construct specific System Improvements to the Fire District Capital Facilities in accordance with all applicable State or City design and construction standards, and shall specifically request a credit against the type of Fire District Impact Fee for which the land dedication or System Improvements is offered. The City shall then deliver the written offer of request to the Fire District Administrator.
2. *Review.* After receipt of the written offer of request for credit, the Fire District Administrator shall review the request and determine whether the

land or System Improvements offered for credit will reduce the costs of providing Fire District Capital Facilities by an amount at least equal to the value of the credit. If the Fire District Administrator determines that the offered credit satisfies that criteria and will be acceptable to the Board of Commissioners, then the credit shall be issued. The Fire District shall complete its review and determination of an application within thirty (30) days after receipt of an application for credit.

3. *Credits Exceeding Fee Amounts Due.* If the credit due to a Fee Payer pursuant to subsection 1-18-7D of this Chapter exceeds the Fire District Impact Fee that would otherwise be due from the Fee Payer pursuant to this Chapter (whether calculated through the fee schedule attached to the Capital Improvement Plan or through an individual assessment), the Fee Payer may choose to receive such credit in the form of either: (a) a credit against future Fire District Impact Fee due for the same System Improvements; or (b) a reimbursement from Fire District Impact Fees paid by future Development that impacts the System Improvements contributed or dedicated by the Fee Payer. Unless otherwise stated in an agreement with the Fee Payer, the Fire District shall be under no obligation to use any Fire District funds - other than Fire District Impact Fees paid by other Development for the same System Improvements - to reimburse the Fee Payer for any credit in excess of Fire District Impact Fees that are due.
4. *Written Agreement Required.* If credit or reimbursement is due to the Fee Payer pursuant to this section, the Fire District shall enter into a written agreement with the Fee Payer, negotiated in good faith, prior to the contribution, dedication, or funding of the System Improvements giving rise to the credit. The agreement shall provide for the amount of credit or the amount, time and form of reimbursement, and shall have a term not exceeding ten (10) years.
5. The Fire District Administrator's determination on the written offer of request for credit shall be provided to the Fee Payer and the City.

1-18-8: - METHODOLOGY FOR THE CALCULATION OF FIRE DISTRICT IMPACT FEES:

A. General Provisions.

1. *Accounting Principles.* The calculation of the Fire District Impact Fee shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in an incidental benefit to owners or Developers within the service area other than the Fee Payer.

2. *Levels of Service.* The Fire District Impact Fee shall be calculated on the basis of levels of service for Public Facilities adopted in this Chapter that are applicable to existing Development as well as new growth and Development. The construction, improvement, expansion or enlargement of new or existing Public Facilities for which the Fire District Impact Fee is imposed must be attributable to the capacity demands generated by the new Development.
- B. *Methodology; Proportionate Methodology.* The Fire District Impact Fee shall not exceed a proportionate share of the cost of the System Improvements determined in accordance with Idaho Code § 67-8207, as amended. Fire District Impact Fees shall be based on actual System Improvements Costs or reasonable estimates of such costs. The amount of the Fire District Impact Fee shall be calculated using the methodology contained in the Capital Improvements Plan.
- C. *Proportionate Share Determination.*
1. Fire District Impact Fee shall be based on a reasonable and fair formula or method under which the Fire District Impact Fee imposed does not exceed a proportionate share of the costs incurred or to be incurred by the Fire District in the provision of System Improvements to serve the new Development. The proportionate share is the costs attributable to the new Development after the Fire District considers the following:
 - a. Any appropriate credit, offset or contribution of money, dedication of land or construction of System Improvements;
 - b. Payments reasonably anticipated to be made by or as a result of a new Development in the form of user fees and debt service payments;
 - c. That portion of general tax or other revenues allocated by the Fire District to System Improvements; and
 - d. All other available sources of funding such System Improvements.
 2. In determining the proportionate share of the cost of System Improvements to be paid by the Developer, the following factors shall be considered by the Fire District and accounted for in the calculation of the Fire District Impact Fee:
 - a. The costs of existing System Improvements within the Service area;
 - b. The means by which existing System Improvements have been financed;

- c. The extent to which the new Development will contribute to System Improvements Costs through taxation, assessments, or developer or landowner contributions, or has previously contributed to System Improvements Costs through Developer or landowner contributions;
- d. The extent to which the new development is required to contribute to the cost of existing System Improvements in the future;
- e. The extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area;
- f. Extraordinary costs, if any, incurred in serving the new Development;
- g. The time and price differential inherent in a fair comparison of fees paid at different times; and
- h. The availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers and special taxation.

1-18-9: - EXTRAORDINARY IMPACTS:

- A. In the event the City makes an initial determination that Development may impose Extraordinary Impact, the City shall provide the Development application to the Fire District Administrator along with the City's initial determination. The Fire District Administrator shall then review and determine whether or not the Development application will impose Extraordinary Impact.
- B. If the Fire District Administrator determines that a proposed Development generates Extraordinary Impact that will result in extraordinary Systems Improvements Costs, the Fire District Administrator will notify the Fee Payer and the City of such Fire District Impact Fee determination within thirty (30) days after Fire District Administrator's receipt from the City of the Development Application and the City's initial determination. Such notice shall include a statement that the potential impacts of such Development on System Improvements are not adequately addressed by the Capital Improvements Plan, and that a supplemental study, at the Fee Payer's expense will be required.
- C. Circumstances that may lead to a determination of Extraordinary Impact include, but are not limited to: (a) an indication the assumptions used in the Capital Improvements Plan underestimate the level of activity or impact on Fire District Capital Facilities from the proposed Development or activity.
- D. Within thirty (30) days following the designation of a Development with Extraordinary Impact, the Fire District Administrator shall meet with the Fee Payer

- to discuss whether the Fee Payer wants to: (a) pay for the supplemental study necessary to determine the System Improvements Costs related to the proposed Development; (b) modify the proposal to avoid generating Extraordinary Impact; or (c) withdraw the application for certification, Building Permit or Development approval.
- E. If the Fee Payer agrees to pay for the supplemental study required to document the proposed Development's proportionate share of System Improvements Costs, then the Fire District and the Fee Payer shall jointly select an individual or organization acceptable to both to perform such study. The Fee Payer shall enter into a written agreement with such individual or organization to pay the costs of such study. Such agreement shall require the supplemental study to be completed within thirty (30) days of such written agreement, unless the Fee Payer agrees to a longer time.
- F. Once the study has been completed, the Fee Payer may choose to: (a) pay the proportionate share of System Improvements Costs documented by the supplemental study; or (b) modify the proposed Development to reduce such costs; or (c) withdraw the application. If the Fee Payer agrees to pay the System Improvements Costs documented in the supplemental study, that agreement shall be reduced to writing between the Fire District and the Fee Payer prior to review and consideration of any application for any Development approval or Building Permit related to the proposed Development.
- G. Notwithstanding any agreement by the Fee Payer to pay the proportionate share of System Improvements Costs documented by the supplemental study, nothing in this ordinance shall obligate the City to approve Development that results in an Extraordinary Impact to the Fire District.

1-18-10: - FEE PAYER REFUNDS:

- A. *Duty to Refund:*
1. Fire District Impact Fees shall be refunded to the Fee Payer, or to a successor in interest, in the following circumstances:
 - a. Service is available but never provided;
 - b. A Building Permit, or permit for installation of a manufactured home, is denied by the City or abandoned;
 - c. The Fee Payer pays a Fire District Impact Fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the Fire District was entitled to receive;

- d. The Fire District has collected a Fire District Impact Fee and the Fire District has failed to appropriate or expend the collected fees pursuant to section below; or
 - e. Failure of the Fire District to commence construction or encumber the fund in the Fire District Development Impact Fee Capital Projects Trust Fund.
2. Any Fire District Impact Fee paid shall be refunded if the Fire District has failed to commence construction of System Improvements in accordance with this Chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the Fire District. Any refund due shall be paid to the owner of record of the parcel for which the Fire District Impact Fee was paid. The Fire District may hold Fire District Impact Fees for longer than eight (8) years if the Fire District identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the Fire District complies with the previous sentence, then any Fire District Impact Fees so identified shall be refunded to the Fee Payer if the Fire District has failed to commence construction of System Improvements in accordance with the written notice, or to appropriate Funds for such construction on or before the date identified in such writing.
 3. *No Refund Due for Subsequent Reduction in Size of Development or Service Units.* After a Fire District Impact Fee has been paid pursuant to this Chapter and after a certificate of occupancy has been issued by the City, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.
 4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in Idaho Code § 28-22-104 from the date on which the fee was originally paid.
 5. *Timing.* The Fire District shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the Fire District shall send the refund to the owner of record within ninety (90) days after the Fire District determines that a refund is due.

1-18-11: - ESTABLISHMENT OF FIRE DISTRICT TRUST FUND AND TRUST ACCOUNTS:

- A. The Trust Fund established by the Fire District will be maintained by the Fire District for the purpose of ensuring that all Fire District Impact Fees collected, pursuant to this Chapter, are used to address impacts reasonably attributable to new Development for which the Fire District Impact Fees are paid. The Trust Fund shall be divided into the Trust Accounts. All funds in all Trust Accounts in the Trust Fund shall be maintained in an interest-bearing account. The interest earned on each Trust Account pursuant to Idaho Code § 67-8210(1) shall not be governed by Idaho Code § 57-127, as amended, but shall be considered funds of the Trust Accounts and shall be subject to the same restrictions on uses of funds as the Fire District Impact Fees on which the interest is generated.
- B. *Deposit of Fire District Impact Fees.* All monies paid by a Fee Payer, pursuant to this Chapter, shall be identified as Fire District Impact Fees and shall be promptly deposited by the Fire District Administrator in the appropriate Trust Accounts of the Trust Fund.
1. *First-in/First-out.* Monies in each Trust Account shall be spent in the order collected, on a first-in/first-out basis.
 2. *Maintenance of Records.* The Fire District shall maintain and keep accurate financial records for each Trust Account that shall show the source and disbursement of all revenues, that shall account for all monies received, that shall ensure that the disbursement of funds from each Trust Account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting for each Fire District Impact Fee Account showing the source and amount of all funds collected and the projects that were funded.

1-18-12: - EXPENDITURE OF FIRE DISTRICT IMPACT FEES:

- A. Expenditures of Fire District Impact Fees collected and deposited in the Trust Fund shall be made only for System Improvements within the Service Area for which the Impact Fee was collected in accordance with the Capital Improvements Plan.
- B. *Capital Improvements Plan Reimbursement; Surcharge.* A portion of each Impact Fee collected shall be designated as a surcharge for reimbursement of the Fire District for the cost of preparing the Capital Improvements Plan in accordance with Idaho Code § 67-8208. The surcharge shall not exceed the Development's proportionate share of the cost of preparing the Capital Improvements Plan.

1-18-13: - APPEALS, PROTEST AND MEDIATION:

- A. *Appeals.* Any Fee Payer that is or may be obligated to pay a Fire District Impact Fee, or that claims a right to receive a refund, reimbursement, exemption or credit under this Chapter, and who is dissatisfied with a decision made either by the City or by the Fire District Administrator in applying this Chapter, may appeal such decision as follows:
1. in the case of a decision made by the City to the City Council; and
 2. in the case of a decision made by the Fire District Administrator to the Board of Commissioners.
- B. The Fee Payer shall have the burden on appeal of demonstrating that the decision was in error.
- C. In order to pursue the appeal described in this subsection, the Fee Payer shall file a written notice of the appeal with the City within thirty (30) days after the date of the City's or the Fire District Administrator's decision, or the date on which the Fee Payer submitted a payment of the Fire District Impact Fee under protest, whichever is later. Such written application shall include a statement describing why the Fee Payer believes that the appealed decision was in error, together with copies of any documents that the Fee Payer believes support the claim.
- D. Appeals of the Fire District Administrator's decisions shall be delivered by the City to the Fire District Administrator.
- E. The City Council or the Board of Commissioners, as the case may be, shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The Fee Payer shall have a right to be present and to present evidence in support of the appeal. The City or Fire District Administrator who made the decision under appeal or their representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the City Council or by the Board of Commissioners in considering the appeal shall be whether: (a) the decision or interpretation made by the City or Fire District Administrator; or (b) the alternative decision or interpretation offered by the Fee Payer, more accurately reflects the intent of this Chapter that new development in the City pay its proportionate share of the costs of system improvements to Fire District facilities necessary to serve new development and whether the provisions of this Chapter has been correctly applied. The City Council or Board of Commissioners, as the case may be, shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.
- F. *Payment Under Protest.* A Fee Payer may pay a Fire District Impact Fee under protest in order not to delay in the issuance of a Building Permit by the City. A Fee

Payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such Fee Payer be estopped from receiving a refund of any amount deemed to have been illegally collected.

G. *Mediation.*

1. Any Fee Payer that has a disagreement with the City or the Fire District Administrator regarding a Fire District Impact Fee Determination that is or may be due for a proposed Development pursuant to this Chapter, may enter into a voluntary agreement with the City or the Fire District, as the case may be, to subject the disagreement to mediation by a qualified independent party acceptable to both the Fee Payer and the Fire District.
2. Mediation may take place at any time following the filing of a timely appeal pursuant to section 1-18-13C of this Chapter, or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to section 1-18-13C of this Chapter.
3. Participation in mediation does not preclude the Fee Payer from pursuing other remedies provided for in this section.
4. If mediation is requested, any related mediation costs shall be shared equally by the Fee Payer and the City or the Fire District, as the case may be, and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.
5. In the event that mediation does not resolve the issues between the Fire District and the Fee Payer, the Fee Payer retains all rights to seek relief from a court of competent jurisdiction.

1-18-14: - PERIODIC REVIEWS:

- A. *Review and Modification of Capital Improvements Plan.* Unless the Board of Commissioners deems some other period is appropriate, the Board of Commissioners shall, at least once every five (5) years, commencing from the date of the original adoption of the Capital Improvements Plan, review the Development potential and update the Capital Improvements Plan in cooperation with the City and in accordance with the procedures set forth in Idaho Code § 67-8206, as amended. Each update shall be prepared by the Fire District Administrator in consultation with the Joint Advisory Committee.
- B. *Annual review.* The Fire District shall annually adopt a capital budget.

1-18-15: - AUDIT:

As part of its annual audit process, the Fire District shall prepare an annual report: (a) describing the amount of all Fire District Impact Fees collected, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Fire District Impact Fees collected, appropriated or spent for System Improvements during the preceding year by Systems Improvements category of Fire District Capital Facilities.

1-18-16: – JOINT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE

- A. *Committee Created:* A joint standing committee of the City Council and the Board of Commissioners of the Fire District is established.
- B. *Committee Name:* The Joint Standing Committee is known and shall continue to be known and designated as the “City of Middleton/Middleton Rural Fire District Joint Development Impact Fee Advisory Standing Committee” [hereinafter in this Chapter referred also as “Joint Advisory Committee” or “Committee”].
- C. *Membership:* The members on the Committee shall be appointed by the City Council and confirmed by the Board of Commissioners of the Fire District for a term of one (1) year or until someone is appointed in his/her place, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and at least two (2) or more members shall not be employees or officials of the City or the Fire District.
1. The members will be appointed during the January regular meeting of the City Council and the Board of Commissioners.
 2. Any vacancy occurring on the Committee during the year may be filled during the year, by appointment of the City Council and confirmed by the Board of Commissioners of the Fire District.
- D. *Charge:* The Joint Advisory Committee shall serve as an advisory committee to the City Council and the Board of Commissioners of the Fire District and is charged with the following responsibilities:
1. Assist the City and the Fire District in adopting land use assumptions; and
 2. Review the Capital Improvements Plan; and
 3. Monitor and evaluate implementation of the Capital Improvements Plan;

4. File with the Fire District, Fire District Administrator and the City Clerk, at least annually, with respect to the Capital Improvements Plan, a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;
 5. Advise the City Council and the Board of Commissioners of the Fire District of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and
 6. The Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan.
- E. *Joint Advisory Committee Organization:* The Fire District and Fire District Administrator shall staff the Joint Advisory Committee in order to provide the Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].
1. The Joint Advisory Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.
 2. The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.
 3. The Fire District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.
 4. The Committee shall establish a regular meeting schedule.
 5. The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City Council and the Board of Commissioners.
 6. Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.
 7. A majority vote of those present at any meeting is sufficient to carry motions.
- F. *Reporting:* The Joint Advisory Committee reports directly to the Fire District Board of Commissioners and to the City Council.

- G. *City Council and Fire District Board of Commissioners Review of Committee's Report and Recommendations:* The City Council and the Fire District Board of Commissioners shall each consider the Joint Advisory Committee's recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee's recommendations and the City Council's and Board of Commissioners' actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, so that the Fire District Impact Fee charged to the Development shall not exceed a proportionate share of System Improvements Costs, and that the procedures for administering Fire District Impact Fees remain efficient.

1-18-17: - ENFORCEMENT AND COLLECTION:

- A. When any Fire District Impact Fee is due pursuant to this Chapter, or pursuant to the terms of any written agreement between a Fee Payer and the Fire District, and such Fire District Impact Fee has not been paid in a timely manner, the City, or Fire District Administrator on behalf of the Fire District, may exercise any or all of the following powers as applicable to their authority, in any combination, to enforce the collection of the Fire District Impact Fee:
1. Withhold Building Permits, manufactured home installation permits, or other City Development Approval related to the Development for which the Fire District Impact Fee is due until all Fire District Impact Fees due have been paid, and issue stop work orders, and revoke or suspend a Building Permit.
 2. Withhold utility services from the Development for which the Fire District Impact Fee is due until all Fire District Impact Fees due have been paid; and
 3. Add interest to the Fire District Impact Fee not paid in full at the legal rate provided for in Idaho Code § 28-22-104, as amended, plus five percent (5%) beginning on the date at which the payment of the Fire District Impact Fee was due until paid in full.
 4. Impose a penalty of five percent (5%) of the total Fire District Impact Fee (not merely the portion dishonored, late or not paid in full) per month beginning on the date at which the payment of the Fire District Impact Fee was due until paid in full.
 5. Impose a lien pursuant to the authority of Idaho Code § 67-8213(4) for failure to timely pay a Fire District Impact Fee following the procedures contained in Idaho Code Title 45, Chapter 5.

1-18-18: - CITY/ FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT:

- A. The City is a governmental entity that is empowered by the Act to adopt development impact fee ordinances and as such is authorized, by Idaho Code § 67-8204A, to enter into the Intergovernmental Agreement with the Fire District for the purpose of agreement to collect and expend Fire District Impact Fees for System Improvements as provided in this Chapter.
- B. The City and the Fire District have entered into the Intergovernmental Agreement which is in full force and effect.
- C. The Intergovernmental Agreement complies with this Chapter and requires the Fire District to be governed by and to fully abide by the provisions of this Chapter.
- D. Any amendments of the Intergovernmental Agreement shall be implemented by corresponding relevant amendments of this Chapter which amendments shall not apply to any Fire District Impact Fees then not expended and currently held in the Trust Fund.

1-18-19: - MISCELLANEOUS PROVISIONS:

- A. Nothing in this Chapter shall prevent the Fire District from requiring a Developer to construct reasonable Project Improvements, as are required by the fire codes and other rules that are adopted by the state fire marshal, in conjunction with a Development.
- B. Nothing in this Chapter shall be construed to prevent or prohibit private agreements between property owners or developers, the Idaho Transportation Department and governmental entities in regard to the construction or installation of System Improvements or providing for credits or reimbursements for System Improvements Costs incurred by a Developer including inter-project transfers of credits or providing for reimbursement for Project Improvements which are used or shared by more than one (1) Development project.
- C. Nothing in this Chapter shall obligate the City to approve Development which results in an Extraordinary Impact.
- D. Nothing in this Chapter shall obligate the Fire District to approve any Development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in this Chapter.

- E. Nothing in this Chapter shall be construed to create any additional right to develop real property or diminish the City in regulating the orderly development of real property within its boundaries.
- F. Nothing in this Chapter shall work to limit the use by the City of the power of eminent domain or supersede or conflict with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.
- G. Nothing herein shall restrict or diminish the power of the City to annex property into its territorial boundaries or exclude property from its territorial boundaries upon request of a developer or owner, or to impose reasonable conditions thereon, including the recovery of Project or System Improvements Costs required as a result of such voluntary annexation.
- H. The Fire District shall develop a plan for alternative sources of revenue, which shall include but not necessarily be limited to plans generated during the Fire District's annual budget process, lobbying efforts, tax increment financing, and implementation of user fees, administrative and regulatory fees and other forms of revenue.
- I. Notwithstanding any other provision of this Chapter, that portion of a Project for which a complete application for a Building Permit has been received by the City, prior to the effective date of this Chapter, shall not be subject to the Fire District Impact Fee imposed by this Chapter. If the resulting Building Permit is later revised or replaced after the effective date of the ordinance codified in this Chapter, and the new Building Permit(s) reflects a development density, intensity, development size or number of units more than ten percent (10%) higher than that reflected in the original Building Permit, then the Fire District Impact Fee may be charged on the difference in density, intensity, development size or number of units between the original and the revised or replacement Building Permit.
- J. Any monies, including any accrued interest not assigned to specific System Improvements within such Capital Improvements Plan and not expended pursuant to section 1-18-12 of this Chapter or refunded pursuant to section 1-18-10 of this Chapter shall be retained in the same account until the next Fire District fiscal year.
- K. If the Fire District discovers an error in the Capital Improvements Plan that results in assessment or payment of more than a proportionate share of System Improvements Costs on any proposed Development, the Fire District Administrator shall: (a) adjust the Fire District Impact Fee to collect no more than a proportionate share; or (b) discontinue the collection of any Fire District Impact Fees until the error is corrected by ordinance.

- L. If Fire District Impact Fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a Fee Payer shall be refunded by the Fire District within thirty (30) days after the Fire District's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code § 28-22-104 from the date on which the fee was paid. Any amounts underpaid by the Fee Payer shall be paid to the Fire District within thirty (30) days after the Fire District Administrator's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code § 28-22-104 from the date on which the fee was paid. In the case of an underpayment to the Fire District, the Administrator may request the City and the City may withhold issuance of the Building Permits or Development Approval for the project for which the Fire District Impact Fee was paid until such underpayment is corrected, and if amounts owed to the Fire District are not paid within such thirty-day (30) period, the Fire District Administrator may also ask the City to and the City may revoke any Building Permits or Development Approval issued in reliance on the previous payment of such Fire District Impact Fee and refund such fee to the Fee Payer.
- M. The Joint Advisory Committee that was established during the preparation of the Capital Improvements Plan shall continue in existence, and shall by operation of this Ordinance become the Joint Advisory Committee created herein.

1-18-20: - PUNISHMENT:

Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, punishable by up to one (1) year in the county jail, and/or a one thousand dollar (\$1,000.00) fine, or both. Knowingly furnishing false information to any official of the City or the Fire District charged with the administration of this Chapter, including without limitation, the furnishing of false information regarding the expected size, use or impacts from a proposed Development, shall be a violation of this Chapter.

1-18-21: - CONSTRUCTION OF INTENT:

All provisions, terms, phrases and expressions contained in this Chapter shall be liberally construed in order that the true intent and meaning of the Act and the City Council and the Board of Commissioners may be fully carried out.



SECTION 2: DATE OF EFFECT AND PUBLICATION

2.1 This Ordinance, as required by Idaho Code § 67-8206(6), shall be in full force and effect on the 30th day following its passage and approval; and shall be published in full or by summary as provided in Idaho Code §§ 50-901 and 50-901A within one month of its passage and approval all according to law.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, THIS _____ DAY OF _____, 2020.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, THIS _____ DAY OF _____, 2020.

CITY OF MIDDLETON

Steve Rule, *Mayor*

ATTEST:

Becky Crofts, *City Clerk*

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AMENDED RESOLUTION NO. 2019-438

**City of Middleton/Caldwell Rural Fire Protection District /
City of Caldwell/Canyon County**

**INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT FOR
THE COLLECTION AND EXPENDITURE OF
DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS**

[Idaho Code §§ 67-8204A & 67-2328]

Parties to the Agreement:

City of Middleton	“Middleton”	City Hall 1103 West Main Street Middleton, Idaho 83644
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Caldwell Rural Fire Protection District	“Fire District”	310 South 7 th Avenue Caldwell, Idaho 83644
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City of Caldwell	“Caldwell”	411 Blaine Street P.O. Box 1179 Caldwell, Idaho 83605
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Canyon County	“County”	Board of Commissioners 1115 Albany Street, Rm. 101 Caldwell, Idaho 83605
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THIS AGREEMENT made effective the _____ day of _____, 2020, by and between the Parties as herein this Agreement defined.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant, and agree as follows:

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein

AMENDED RESOLUTION NO. 2019-438

City of Middleton/Caldwell Rural Fire Protection District/City of Caldwell/Canyon County Intergovernmental Agreement and Joint Powers Agreement For the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [Idaho Code Sections 67-8204A and 67-2328]

provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Act:** Means and refers to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code as it may be amended or restated from time to time.
- 1.2 Agreement:** means and refers to this *City of Middleton/Caldwell Rural Fire Protection District/City of Caldwell/Canyon County Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*, which may be referred to and cited as the “Middleton Impact Fee Agreement” or “MCIFA.”
- 1.3 Caldwell:** means and refers to the *City of Caldwell*, Idaho party to this Agreement.
- 1.4 Capital Improvements Plan:** means and refers to the most recent Impact Fee Study and Capital Improvements Plan, adopted by the Middleton, the Fire District, Caldwell, and the County pursuant to the Act which defines the Fire District’s Service Area.
- 1.5 COMPASS:** means the *Community Planning Association of Southwest Idaho*, an Idaho non-profit association that serves as the metropolitan planning association for Ada County and Canyon County.
- 1.6 Costs:** means and refers to the expense inclusive of attorney fees, publication costs, experts and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.7 County:** means and refers to *Canyon County*, Idaho, party to this Agreement.
- 1.8 Fire District:** means and refers to *Caldwell Rural Fire Protection District*, party to this Agreement.
- 1.9 Fire District Board:** Means and refers to the Board of Commissioners of the Fire District.
- 1.10 Firefighting Service Agreement:** Means and refers to that certain agreement by and between the Fire District, and Caldwell, entitled the *Third Amended and Restated Firefighting and Life Preservation Service Agreement* which Agreement provides that the City of Caldwell’s Fire Department provides the Fire District’s firefighting and life preservation services within the boundaries of the Fire District.
- 1.11 Joint Advisory Committee:** means and refers to the *City of Middleton/Caldwell Rural Fire Protection District/City of Caldwell/Canyon County Joint Development Impact Fee Advisory Standing Committee* formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.

AMENDED RESOLUTION NO. 2019-438

- 1.12 Middleton:** means and refers to the *City of Middleton*, Idaho, party to this Agreement.
- 1.13 Middleton Ordinance:** means and refers to the **Middleton's Caldwell Rural Fire District Development Impact Fee Ordinance No. _____** together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.14 Party/Parties:** means and refers to the City and/or the Fire District **and/or Caldwell and or County**, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.15 Service Area:** Means and refers to a service area as defined in the Act at Idaho Code § 67-8203 (26).
- 1.16 System Improvements:** Means and refers to capital improvements to public facilities designed to provide service to a service area as defined in the Act at Idaho Code § 67 8203(28).
- 1.17 Trust Fund:** means and refers to the *Fire District Development Impact Fee Capital Projects Trust Fund* established by the Fire District pursuant to Section 1.19.11 of the Ordinance and pursuant to Idaho Code § 67-8210(1).
- 1.18 All other definitions:** All other definitions of this Agreement are set forth in Section 1-19-2 of the **Middleton** Ordinance and are herein included as separate definitions as if the same are set forth herein.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvement Plan and the Middleton Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the boundaries of the Fire District, and to further the best interest of the Parties; and
- 2.2** Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code; and
- 2.3** The Middleton, Caldwell and the County are each governmental entities, as defined in the

AMENDED RESOLUTION NO. 2019-438

City of Middleton/Caldwell Rural Fire Protection District/City of Caldwell/Canyon County Intergovernmental Agreement and Joint Powers Agreement For the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [Idaho Code Sections 67-8204A and 67-2328]

Act at Idaho Code § 67-8203(14) and, as provided at Idaho Code § 67-8202(5), and each has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and

- 2.4 Idaho Code Section 67-8204A, provides that the Middleton, the Fire District, Caldwell and the County, when affected by development, each have the authority to enter into an intergovernmental agreement with each other for the purpose of developing joint plans for capital improvements and to collect and expend development impact fees for the protection of public health, safety and general welfare of the residences within the boundaries of the Middleton which are within the boundaries of the Fire District and residents within the unincorporated area of the County which is within the boundaries of the Fire District and by reason of the Firefighting Service Agreement the residents within the boundaries of Caldwell which is outside of the boundaries of the Fire District; and
- 2.5 Idaho Code § 67-8204A, provides that Middleton, Caldwell and the County when affected by development, has the authority to enter into an intergovernmental agreement with each other and the Fire District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.6 Pursuant to the Firefighting Service Agreement, Caldwell's Fire Department provides the Fire District's firefighting and life preservation services within the Fire District; and
- 2.7 The Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 2.8 The Fire District's boundaries include areas within the County which are not within a city and includes the area within the boundaries of the Cities of Notus and Greenleaf, and that part of the Middleton south of the Boise River, and within which area the Fire District provides fire and emergency services within those boundaries; and
- 2.9 The Middleton, the Fire District, Caldwell and the County are all experiencing and is affected by considerable growth and development; and
- 2.10 The purposes of the Act [Idaho Code § 67-8202] are as follows:
- Ensure that adequate public facilities are available to serve new growth and development;
 - Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay [development impact fees] their proportionate share of

AMENDED RESOLUTION NO. 2019-438

City of Middleton/Caldwell Rural Fire Protection District/City of Caldwell/Canyon County Intergovernmental Agreement and Joint Powers Agreement For the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [Idaho Code Sections 67-8204A and 67-2328]

- the costs of new public facilities needed to serve that new growth and development;
and
- Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 2.11 In anticipation and in consideration of the **Middleton** City Council adopting the **Middleton** Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code § 67-8205, the Joint Advisory Committee consisting of five (5) members. **Two (2) shall be members** of the local community active in development, banking, real estate, insurance, and local commerce; and
- 2.12 The Joint Advisory Committee has provided Middleton, Caldwell, the County and the Fire District with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee appointed by as provided in Idaho Code §§ 67-8205 and 67 8206(2); and
- 2.13 Adoption of the Capital Improvements Plan by the Middleton City Council and the Fire District Board, the Caldwell City Council, and the County Commissioners were in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable; and
- 2.14 This Agreement facilitates the intent and purposes of the Capital Improvements Plan and the Middleton Ordinance, is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within Middleton south of the Boise River which are also within the boundaries of the Fire District; and by reason of the Firefighting Service Agreement the residents of Caldwell; and
- 2.15 The Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3 COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT

The Fire District shall, at all times:

- 3.1 Abide by the terms and conditions required of the Fire District as set forth in the **Middleton** Ordinance and any amendments to the same; and
- 3.2 Maintain and staff the position of Fire District Administrator to manage and perform the duties and responsibilities of the Fire District Administrator as set forth in the **Middleton** Ordinance; **including all determinations of extraordinary impact**; and

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- 3.3 Establish and maintain the Trust Fund which is in accordance with the terms and conditions of the **Middleton** Ordinance and the provisions of Idaho Code § 67-8210 and any amendment or recodification of the same; and
- 3.4 Pay the following costs:
- 3.4.1 Costs associated with the Joint Advisory Committee;
 - 3.4.2 Costs of drafting and publication of the **Middleton** Ordinance and any amendment or repeal of the same as may be requested by the Fire District;
 - 3.4.3 Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the Fire District;
 - 3.4.4 Costs associated with the Fire District's performance of this Agreement;
 - 3.4.5 Cost associated with an appeal of a claim of exemption;
 - 3.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the Fire District under the provisions of the **Middleton** Ordinance; and
- 3.5 Be solely responsible for the Fire District's performance of the terms and conditions required of it by the **Middleton** Ordinance and by this Agreement.
- 3.6 Fire District shall form and staff a Joint Advisory Committee to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 3.6.1 **Joint Advisory Committee Membership.** Members shall be appointed by the Middleton City Council, the Board of Commissioners of the Fire District, Caldwell City Council and the County Board of Commissioners for a term of one (1) year or until a successor is appointed in his/her place, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development or real estate, and at least two (2) or more members shall not be employees or officials of the City or Fire District.
 - 3.6.2 **Charge.** The Joint Advisory Committee shall serve as an advisory committee to the City Council of Middleton, the City Council of Caldwell, and the Canyon County Board of Commissioners, and the Canyon County Development Fee Impact Fee Advisory Committee and the Fire District Board, and is charged with the following responsibilities:
 - 3.6.2.1 Assist the Middleton, Caldwell, the County and Fire District in adopting land use assumptions, review the Capital Improvements Plan, and

monitor and evaluate implementation of the Capital Improvements Plan;

- 3.6.2.2** File with the Fire District Administrator, Middleton, Caldwell, and the County, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;
- 3.6.2.3** Advise the Middleton, Caldwell, the County and the Fire District Board of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and
- 3.6.2.4** Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan, and periodic updates of the Capital Improvements Plan.
- 3.6.2.5** The Joint Advisory Committee reports directly to the City Council of Middleton, City Council of Caldwell, Board of Commissioners of the County and the Canyon County Development Fee Impact Fee Advisory Committee and to the Fire District Board.

SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO MIDDLETON

Middleton shall:

- 4.1** Approve and enact the Middleton Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 4.2** Abide by the terms and conditions required of Middleton as set forth in the Middleton Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Middleton Ordinance; and
- 4.3** Maintain and staff the Middleton officer positions to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 4.4** Remit all Fire District Impact Fees collected by Middleton to the Fire District for deposit in the Trust Fund in accordance with the terms and conditions of the Middleton Ordinance and the provisions of Idaho Code § 67-8210; and
- 4.5** Be solely responsible for Middleton's performance of the terms and conditions required of it by the Middleton Ordinance and by this Agreement.

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SECTION 5
COVENANTS OF PERFORMANCE SPECIFIC TO CALDWELL

The Caldwell shall:

- 5.1 Provide firefighting and life preservation services to the Fire District pursuant to the Firefighting Service Agreement and any subsequent amendments and restatements of the said service agreement. This Agreement shall not constitute an amendment or restatement of the Firefighting Service Agreement; nor shall any provision of this Agreement modify the terms thereof; and
- 5.2 In coordination with the Fire District and Middleton expend Fire District impact fees collected pursuant to the Middleton Ordinance, in accordance with the provisions of the County Ordinance for Systems Improvements as defined by the County Ordinance which are the Caldwell's in accordance with the approved Capital Improvements Plan.
- 5.3 Be solely responsible for the Caldwell's performance of the terms and conditions required of it by this Agreement.

SECTION 6
COVENANTS OF PERFORMANCE SPECIFIC TO COUNTY

The County shall:

- 6.1 Through the Board of Commissioners, and the Canyon County Development Fee Impact Fee Advisory Committee work with the Parties and the Joint Advisory Committee for the continued development and approval of joint plans for the Capital Improvements Plan for Systems Improvements funded by the Middleton Ordinance.
- 6.2 Be solely responsible for the County's performance of the terms and conditions required of it by this Agreement.

SECTION 7
ADMINISTRATIVE STAFFING

- 7.1 The administration and performance by the Middleton of the Middleton Ordinance shall be under the direction of the City Clerk.
- 7.2 The administration and performance by the Fire District of the Middleton Ordinance shall be under the direction of the Fire District Administrator under the Middleton Ordinance.

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7.3 The administration and performance by Caldwell of this Agreement shall be under the direction of the City Clerk and Caldwell Fire Department Fire Chief.

7.4 The administration and performance by the County of this Agreement shall be under the direction of the Board of Commissioners, and the Canyon County Development Fee Impact Fee Advisory Committee

SECTION 8 NOTICE AND DELIVERY OF DOCUMENTS

8.1 Middleton Contact Information: The contact information for purposes of notice to and/or the delivery of documents to **Middleton** is as follows:

8.1.1 By mail or hand delivery addressed to:

City of Middleton - City Clerk
1103 West Main Street
Middleton, Idaho 83644

8.1.2 By scanning, attaching and e-mailing to: **citmid@middletoncity.com**

8.2 Fire District Contact Information: The contact information for purposes of notice to and/or the delivery of documents to the Fire District is as follows:

8.2.1 By mail or hand delivery addressed to:

Caldwell Rural Fire Protection District
Attention: Fire District Administrator
310 South 7th Avenue
Caldwell, Idaho 83605

8.2.2 By scanning, attaching and e-mailing to: **debicald@gmail.com**

8.3 The contact information for purposes of notice to and/or the delivery of documents to the Caldwell is as follows:

8.3.1 By mail or hand delivery addressed to:

Debbie Geyer, City Clerk
411 Blaine Street
P.O. Box 1179

Caldwell, Idaho 83605

8.3.2 By scanning, attaching and e-mailing to: *dgeyer@cityofcaldwell.org*

8.4 The contact information for purposes of notice to and/or the delivery of documents to the County is as follows:

8.4.1 By mail or hand delivery addressed to:

BOCC
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

8.4.2 By scanning, attaching and e-mailing to: *BOCC@canyonco.org*

8.5 In the event any party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as *Appendix 1*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

SECTION 9

DELIVERY OF FIRE DISTRICT IMPACT FEES TO THE FIRE DISTRICT

9.1 **Remittance of Fees to Fire District.** Fire District Impact Fees collected by Middleton shall be delivered to the Fire District on a monthly basis.

9.2 **Administrative Fee.** The Fire District agrees to pay Middleton an administrative fee of Fifteen and 00/100 Dollars (\$15.00) per building permit for the calculation, collection, and remittance of Fire District Impact Fees performed by Middleton staff. Middleton shall deduct the administrative fee from Impact Fees collected by Middleton before remittance to the Fire District. The Fire District shall reimburse said amount from its general fund to the Trust Fund.

SECTION 10

INDEMNIFICATION

10.1 To the extent permitted by law, Fire District shall defend, indemnify, and hold all the other Parties to this Agreement their officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of any of them related to the Middleton Ordinance,

this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Middleton Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement. In the event of such claim Fire District shall defend such allegations and Fire District shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that Fire District itself could be liable under state and federal statutes, regulations, common law, and other law.

10.2 To the extent permitted by law, Middleton shall defend, indemnify, and hold all the other Parties to this Agreement their officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of Middleton, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, Middleton itself could be liable under state and federal statutes, regulations, common law, and other law. Middleton's indemnification and defense of the other Parties to this Agreement herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which Middleton would be entitled if the claims were asserted against Middleton.

10.3 To the extent permitted by law, Caldwell shall defend, indemnify, and hold all the other Parties to this Agreement their officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of Caldwell, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, Caldwell itself could be liable under state and federal statutes, regulations, common law, and other law. Caldwell's indemnification and defense of the other Parties to this Agreement herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which Caldwell would be entitled if the claims were asserted against Caldwell.

10.4 To the extent permitted by law, the County shall defend, indemnify, and hold all the other Parties to this Agreement their officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of the County, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, the County itself could be liable under state and federal statutes, regulations, common law, and other law. The County's indemnification and defense of the other Parties to this Agreement herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which the County would be entitled if the claims were asserted against the County.

SECTION 11 SERVICE AREA

- 11.1** Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities [public safety facilities, for fire and emergency medical and rescue facilities Idaho Code § 67-8203(24)(f)] provide service to development within that geographic area on the basis of sound planning or engineering principles or both.
- 11.2** The adopted Capital Improvements Plan defines the Fire District's Service Area which includes area within unincorporated Canyon County located within the boundaries of the Fire District, the area within the boundaries of the Cities of Notus and Greenleaf, the area within Middleton south of the Boise River which is located within the boundaries of the Fire District, and by reason of the Firefighting Service Agreement the area within the boundaries of Caldwell.

SECTION 12 AMENDMENT / TERMINATION

- 12.1 Term.** This Agreement shall continue in force and effect perpetually from its execution date.
- 12.2 Termination.** This Agreement may be terminated by any Party upon ninety (90) day notice in writing to the other Parties. Upon termination, Middleton shall remit all collected Fire District Impact Fees as provided in the Middleton Ordinance.
- 12.2.1** Any notice of intent to terminate shall include a proposal regarding repeal of the Middleton Ordinance.
- 12.2.2** No termination of this Agreement or repeal of the Middleton Ordinance can be retroactive and the Agreement and the Middleton Ordinance shall remain in effect regarding any active accounts in the Trust Fund.
- 12.3 Amendment.** This Agreement may be amended only by written agreement of the Parties.

SECTION 13 EFFECTIVE DATE

- 13.1** This Agreement is effective simultaneously with the effective date of the Middleton Ordinance.

**SECTION 14
GENERAL PROVISIONS**

- 14.1 Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the **Middleton** Ordinance or the Agreement.
- 14.2 Severability:** Should any term or provision of this Agreement or the application thereof to any person, Parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 14.3 Captions:** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 14.4 Choice of Law:** This Agreement shall be governed and interpreted by the laws of the State of Idaho.
- 14.5 Assignment:** No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided.

DATED AND SIGNED this _____ day of _____, **2020**.

CITY OF MIDDLETON

By: _____
Steve Rule, Mayor

ATTEST:

By: _____
Becky Crofts, *City Clerk*

By: City Council Resolution No. _____

DRAFT

AMENDED RESOLUTION NO. 2019-438

City of Middleton/Caldwell Rural Fire Protection District/City of Caldwell/Canyon County Intergovernmental Agreement and Joint Powers Agreement For the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [Idaho Code Sections 67-8204A and 67-2328]

DATED AND SIGNED this _____ day of _____, 2020.

CALDWELL RURAL FIRE PROTECTION DISTRICT

By: _____
Stephen Jahn, Chairman/Commissioner

ATTEST:

By: _____
_____, *Fire District Administrator*
By: Fire District Resolution No. _____

DATED AND SIGNED this _____ day of _____, 2020.

CITY OF CALDWELL

By: _____
Garret L. Nancolas, *Mayor*

ATTEST:

By: _____
Debbie Geyer, *City Clerk*
By: City Council Resolution No. _____

W:\Work\F\Fire District Impact Fee\Caldwell Fire\City of Middleton\6 -CITY and FIRE - Intergovt Agreement 7-31-20 wfg.docx

DATED AND SIGNED this _____ day of _____, 2020.

BOARD OF CANYON COUNTY COMMISSIONERS

- _____ Motion Carried Unanimously
- _____ Motion Carried/Split Vote Below
- _____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote

Commissioner Leslie Van Beek			

Commissioner Tom Dale			

Commissioner Pam White			

ATTEST: CHRIS YAMAMOTO, CLERK

By: _____
Deputy Clerk

By: Board of Commissioner Resolution No. _____

APPENDIX 1

Notice of Contact Information Change

FROM: _____
 TO: _____
 DATE: _____

NOTICE IS HEREBY GIVEN, pursuant to Section ____ of the **City of Middleton/Caldwell Rural Fire Protection District/ City of Caldwell/ Canyon County Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements [Idaho Code § 67-8204A]**, dated _____, of the following *CHANGE IN CONTACT INFORMATION*:

New Contact Information is as follows:

Name/Entity: _____
 Address: _____
 Telephone: _____ Fax: _____
 Email: _____

 Signature (Authorized Agent)
 Title: _____

Certificate of Service

I, the undersigned, hereby certify that on the _____ day of _____, 20____, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

Address to each Party:
 City/County or Fire District
 Address
 City, State ZIP

- U.S. Mail
- Hand Delivery
- Facsimile
- Email

 for City or Fire District

Acknowledgement of Receipt by:

Name/Signature: _____ Date: _____

**CITY OF MIDDLETON
Canyon County, Idaho**

ORDINANCE No. 635

AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 19 TO TITLE 1 PROVIDING FOR CALDWELL RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES, PROVIDING FOR:

- **SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE;**
- **DEFINITIONS;**
- **IMPOSITION OF FIRE DISTRICT IMPACT FEE;**
- **COLLECTION OF FIRE DISTRICT IMPACT FEES;**
- **EXEMPTIONS;**
- **PROCESS FOR INDIVIDUAL ASSESSMENT;**
- **DEVELOPER CREDITS AND REIMBURSEMENTS;**
- **METHODOLOGY FOR CALCULATION OF FIRE DISTRICT IMPACT FEES;**
- **EXTRAORDINARY IMPACTS;**
- **FEE PAYER REFUNDS;**
- **ESTABLISHMENT BY THE FIRE DISTRICT OF AN IMPACT FEE TRUST FUND AND TRUST ACCOUNTS;**
- **USE AND EXPENDITURE OF FIRE DISTRICT IMPACT FEES;**
- **APPEALS, PROTEST AND MEDIATION;**
- **PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN;**
- **ANNUAL AUDIT;**
- **THE JOINT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE;**
- **ENFORCEMENT AND COLLECTION;**
- **THE CITY AND FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT;**
- **MISCELLANEOUS PROVISIONS;**
- **PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE;**
- **CONSTRUCTION OF ORDINANCE INTENT; and**
- **PROVIDING AN EFFECTIVE DATE AND PUBLICATION.**

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

Section 1: That the Middleton City Code be and the same is hereby amended by addition of a new Chapter 19 to Title 1, to read as follows:

TITLE 1

CHAPTER 19

FIRE DISTRICT DEVELOPMENT IMPACT FEES

1-19-1: - SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE:

- A. *Short title.* This Chapter shall be known and may be cited as the *Caldwell Rural Fire District Development Impact Fee Ordinance*.
- B. *Authority.* This ordinance is enacted pursuant to the City's general police powers, its authority to enact ordinances, and its authority as provided by the *Idaho Development Impact Fee Act* codified at Chapter 82 of Title 67, Idaho Code (the "Act") and other applicable laws of the state of Idaho to impose development impact fees; and the City's and the Fire District's Authority to enter into an Intergovernmental Agreement as provided for in Idaho Code § 67-8204A to impose, collect and expend development impact fees.
- C. *Applicability.* Except as otherwise exempted in section 1-19-5, these provisions shall apply to the Development of property located within the boundaries of the City of Middleton, Idaho.
- D. *Findings:*
1. The Caldwell Rural Fire Protection District, (the "Fire District") is a fire district organized and existing by virtue of the Fire Protection District Law Chapter 14 of Title 31, Idaho Code, and its boundaries include areas within the City limits of the City of Middleton (the "City") which are south of the Boise River; and
 2. The Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
 3. The City is experiencing considerable growth and Development; and
 4. The purposes of the Act [Idaho Code § 67-8202] are as follows:
 - Ensure that adequate public facilities are available to serve new growth and Development;
 - Promote orderly growth and Development by establishing uniform standards by which local governments, such as the City and the Fire District, may require those who benefit from new growth and

Development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and Development; and

- Establish minimum standards for adoption of development impact fee ordinances by cities; and
- Ensure that those who benefit from new growth and Development are required to pay no more than their proportionate share of the cost of public facilities needed to serve that new growth and Development and to prevent duplicate and ad hoc development requirements; and
- To empower cities to adopt ordinances to impose development impact fees.

5. *The Act:*

- does not authorize the Fire District to enact a development impact fee ordinance; and
- does provide, pursuant to Idaho Code § 67-8204A, in circumstances where the City and the Fire District are both affected by the considerable growth and Development as is occurring within the City, that the City and the Fire District may enter into the Intergovernmental Agreement for the purpose of agreeing to collect and expend development impact fees for System Improvements which provides for a new funding mechanism for those System Improvements Costs incurred by the Fire District to meet the demand and growth occurring within the City and which promotes and accommodates orderly growth and development and protects the public health, safety and general welfare of the residences within the boundaries of the City.

6. New residential growth within the City and within the boundaries of the Fire District imposes and will impose increasing and excessive demands upon the existing Fire District Capital Facilities.
7. The tax revenues generated from new residential Development within the City and within the boundaries of the Fire District often do not generate sufficient funds to provide the necessary improvements and expansion of existing Fire District Capital Facilities to accommodate for that new growth.
8. New growth within the City and within the boundaries of the Fire District is expected to continue, and will place ever-increasing demands on the Fire District to provide and expand the Fire District's Capital Facilities to serve that new growth.

9. Section 67-8204A of the Act authorizes the City to adopt an impact fee system and to enter into the Intergovernmental Agreement with the Fire District to offset, recoup, or reimburse the portion of the costs of needed improvements to the Fire District Capital Facilities caused by new growth and Development in the City and within the boundaries of the Fire District.
10. The creation of an equitable impact fee system facilitated by the Intergovernmental Agreement with the Fire District, will promote the purposes set forth in the Act, in that it would: (a) ensure that adequate Fire District Capital Facilities are available to serve new growth and Development; (b) promote orderly growth and Development by establishing uniform standards by which the City may require that those who benefit from new growth and Development pay a proportionate share of the cost of new Fire District Capital Facilities needed to serve new growth and Development in the City and within the boundaries of the Fire District; (c) establish minimum standards for the adoption of Fire District Impact Fees; (d) ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of Fire District Capital Facilities needed to serve new growth and Development in the City and within the boundaries of the Fire District; and (e) prevent duplicate and ad hoc Development requirements in the City.
11. The City and the Fire District have formed the Joint Advisory Committee as required by Idaho Code § 67-8205, and the Committee has performed the duties required of it pursuant to Idaho Code §§ 67-8205 and 67-8206(2). The City and the Fire District intend that the Committee will continue to exist and perform those duties identified in Idaho Code § 67-8205 that occur following the adoption of this *Caldwell Rural Fire Protection District Development Impact Fee Ordinance*.
12. The Fire District has planned for the improvement of Fire District Capital Facilities in the Capital Improvements Plan.
13. The creation of an equitable impact fee system would enable the City to accommodate new development, and would assist the Fire District to implement the capital improvements element of the Capital Improvements Plan.
14. In order to implement an equitable impact fee system for the Fire District's fire prevention and life preservation facilities, the City adopted by resolution and the Fire District adopted by resolution the *Caldwell Rural Fire Protection District Impact Fee Study and Capital*

Improvements Plan (the “Capital Improvements Plan”). Galena Consulting was hired by the Fire District to assist the Joint Advisory Committee in the preparation of the Study.

15. The methodology used in the Capital Improvements Plan, as applied through this Chapter, complies with all applicable provisions of Idaho law, including those set forth in Idaho Code §§ 67-8204(1), (2), (16) and (23), 67-8207 and 67-8209. The incorporation of the Capital Improvements Plan by reference satisfies the requirement in Idaho Code § 67-8204(16) for a detailed description of the methodology by which the Fire District Impact Fees were calculated, and the requirement in Idaho Code § 67-8204(24) for a description of acceptable levels of service for Fire District System Improvements.
16. In determining the proportionate share of System Improvements Costs, the Capital Improvements Plan has considered: (a) the cost of the existing System Improvements; (b) the means by which the existing System Improvements have been financed; (c) the extent to which the new Development will contribute to System Improvements Costs through taxation, assessment, or developer or landowner contributions, or has previously contributed to System Improvements Costs through developer or landowner contributions; (d) the extent to which the new Development is required to contribute to System Improvements Costs in the future; (e) the extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area or areas; (f) Extraordinary Costs, if any, incurred in serving the new Development; (g) the time and price differential inherent in a fair comparison of fees paid at different times; and (h) the availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation and includes a plan for alternative sources of revenue.
17. The Capital Improvements Plan contains the Capital Improvements planned by the Fire District during the term of the Capital Improvements Plan, and such element has been developed in conformance with the requirements in Chapter 82 of Title 67, Idaho Code.
18. The Capital Improvements Plan sets forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the Fire District Capital Facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development.

19. In accordance with Idaho Code, the Capital Improvements Plan was based on actual System Improvements Costs or reasonable estimates of such costs. In addition, the Capital Improvements Plan uses a fee calculation methodology that is net of credits for the present value of revenues that will be generated by new growth and Development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers.
20. The Fire District Impact Fees established by this Chapter are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the Fire District Impact Fees.
21. The Fire District Capital Facilities included in the calculation of fees in the Capital Improvements Plan will benefit all new residential Development throughout the City which is also within the boundaries of the Fire District, and it is therefore appropriate to treat all areas of the City that are also within the boundaries of the Fire District as a single Service Area for purposes of calculating, collecting, and spending the Fire District Impact Fees collected from Developers.
22. There is both a rational nexus and a rough proportionality between Development impacts created by each type of Development covered by this Chapter, the development impact fees assessment of such Development covered by this Chapter, and the development impact fees that such Developer will be required to pay.
23. This Chapter creates a system by which development impact fees paid by Developers will be used to finance, defray, or reimburse a portion of the costs incurred by the Fire District to construct and/or purchase System Improvements in ways that benefit the Development for which each development impact fee was paid within a reasonable period of time after the development impact fee is paid, and in conformance with Idaho Code § 67-8210.
24. This Chapter creates a system under which development impact fees shall not be used to correct existing deficiencies for any Fire District Capital Facilities, or to replace or rehabilitate existing Fire District Capital Facilities, or to pay for routine operation or maintenance of those facilities.
25. This Chapter creates a system under which there shall be no double payment of development impact fees, in accordance with Idaho Code § 67-8204(19).

26. This Chapter is consistent with all applicable provisions of the Act concerning development impact fee ordinances.

E. *Purpose.*

1. This Chapter is adopted to be consistent with, and to help implement the Capital Improvements Plan.
2. The intent of this Chapter is to ensure that new residential development bears a proportionate share of the cost of System Improvements; to ensure that such proportionate share does not exceed the cost of such System Improvements required to accommodate new Development; and to ensure that funds collected from new Development are actually used for System Improvements in accordance with the Act.
3. It is the further intent of this Chapter to be consistent with those principles for allocating a fair share of the cost of System Improvements to new Development, and for adopting development impact fee ordinances, established by the Act.
4. It is not the intent of this Chapter to collect any money from any new Development in excess of the actual amount necessary to offset new demands for System Improvements created by such new Development.
5. It is the intent of this Chapter that any monies collected, as an imposed Fire District Impact Fee, are deposited in the Trust Accounts of the Trust Fund, are never commingled with monies from a different impact fee account, are never used for a development impact fee component different from that for which the fee was paid, are never used to correct current deficiencies in the Fire District Capital Facilities, and are never used to replace, rehabilitate, maintain or operate any Fire District Capital Facilities.

1-19-2: - DEFINITIONS:

As used in this Chapter, the following words and terms shall have the following meanings, unless another meaning is plainly intended and words and terms appearing in the singular number includes the plural and the plural the singular:

ACT shall mean the Idaho Development Impact Fee Act as set forth in Chapter 82 of Title 67, Idaho Code.

APPROPRIATE shall mean to legally obligate by contract or otherwise commit to the expenditure of funds by appropriation or other official act of the Board of Commissioners.

BOARD OF COMMISSIONERS shall mean the Board of Commissioners of the Caldwell Rural Fire Protection District, which is its governing board.

BUILDING PERMIT shall mean the permit required for foundations, new construction and additions pursuant to Middleton City Code § 4-1-1.

CAPITAL IMPROVEMENTS shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of Fire District Capital Facilities.

CAPITAL IMPROVEMENTS ELEMENT shall mean a component of the Capital Improvements Plan identified as *Exhibit III-2 Caldwell Rural Fire Protection District CIP* adopted by the Fire District and the City pursuant to Chapters 65 and 82 of Title 67, Idaho Code, and as amended, which component meets the requirements of the capital improvements plan required by the Act.

CAPITAL IMPROVEMENTS PLAN shall mean the *Caldwell Rural Fire Protection District Impact Fee Study and Capital Improvements Plan* recommended by the Joint Advisory Committee and adopted by the Fire District and the City pursuant to the Act that identifies Fire District Capital Facilities for which Fire District Impact Fees may be used as a funding source.

CITY shall mean the City of Middleton.

CITY COUNCIL shall mean the City Council of the City of Middleton.

DEVELOPER shall mean any person or legal entity undertaking development including a Development that seeks an annexation into the City and/or undertakes the subdivision of property pursuant to Idaho Code §§ 50-1301 through 50-1334, as amended.

DEVELOPMENT shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the annexation into the City and/or subdivision of property that would permit any change in the use, character or appearance of land.

DEVELOPMENT APPROVAL shall mean any written duly authorized document from the City which authorizes the commencement of a Development.

DEVELOPMENT REQUIREMENT shall mean a requirement attached to a Developmental approval or other City governmental action approving or authorizing a particular Development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land or money as condition of approval.

EXTRAORDINARY COSTS shall mean those costs incurred as result of an extraordinary impact.

EXTRAORDINARY IMPACT shall mean an impact which is reasonably determined by the Fire District to: (i) result in the need for Fire District system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by Idaho Code § 67-8214(2), as amended; or (ii) result in the need for Fire District system improvements which are not identified in the capital improvements plan.

FEE PAYER shall mean the person who pays or is required to pay a Fire District Impact Fee. A fee payer may include a developer.

FIRE DISTRICT shall mean the *Caldwell Rural Fire Protection District*, a fire district organized and existing by virtue of the Fire Protection District Law, Chapter 14 of Title 31, Idaho Code.

FIRE DISTRICT ADMINISTRATOR shall mean the Fire District Administrator of the Fire District or their designee.

FIRE DISTRICT CAPITAL FACILITIES shall mean Fire District stations and equipment which is identified in Exhibit III-2 of the Capital Improvements Plan, and specifically including those related costs including System Improvements Costs, but not including maintenance, operations, or improvements that do not expand their capacity.

FIRE DISTRICT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND") shall mean the Fire District Trust Fund established by action of the Board of Commissioners of the Fire District and pursuant to section 1-19-11 of this Chapter and pursuant to Idaho Code § 67-8210(1) into which all Fire District Impact Fees shall be deposited and maintained by the Fire District.

FIRE DISTRICT IMPACT FEE shall mean a payment of money imposed as condition of Development Approval to pay for a proportionate share of the costs of System Improvements needed to serve the Development. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for Development;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the development; or

4. Amounts collected from a Developer in a transaction in which the Fire District has incurred expenses in constructing Capital Improvements for the Development if the owner or developer has agreed to be financially responsible for the construction or installation of those Capital Improvements, unless a written agreement is made, pursuant to Idaho Code § 67-8209(3) as amended, for credit or reimbursement.

INTERGOVERNMENTAL AGREEMENT shall mean the *City of Middleton/Caldwell Rural Fire Protection District Intergovernmental Agreement to Collect and Expend Development Impact Fees For Fire District Systems Improvements* entered into by and between the City and the Fire District pursuant to Idaho Code § 67-8204A for the collection and expenditure of Fire District Impact Fees established pursuant to this Chapter.

JOINT ADVISORY COMMITTEE shall mean the *City of Middleton/Caldwell Rural Fire Protection District Joint Development Impact Fee Advisory Standing Committee* formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.

LAND USE ASSUMPTIONS shall mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten (10) year period.

LEVEL OF SERVICE shall mean a measure of the relationship between service capacity and service demand for Public Facilities.

MANUFACTURED/MOBILE HOME shall mean a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in such structure, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. §§ 5401 et seq.

MODULAR BUILDING shall mean any building or building component other than a manufactured/mobile home, which is constructed according to the International Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

PRESENT VALUE shall mean the total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

PROJECT shall mean a particular Development on an identified parcel of land.

PROJECT IMPROVEMENTS, in contrast to System Improvements, shall mean site improvements and facilities that are planned and designed to provide service for a particular Development Project and that are necessary for the use and convenience of the occupants or users of the Project.

PROPORTIONATE SHARE shall mean that portion of System Improvements Costs determined pursuant to Idaho Code § 67-8207 which reasonably relates to the service demands and needs of the Project.

PUBLIC FACILITIES shall mean land, buildings and equipment used for fire protection, emergency medical and rescue, and water supply production, storage and distribution facilities which have a useful life of ten (10) years or more.

RECREATIONAL VEHICLE shall mean a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

SERVICE AREA shall mean any defined geographic area defined by the Capital Improvements Plan.

SERVICE UNIT shall mean a standardized measure of consumption, use, generation or discharge attributable to an individual unit of Development calculated in accordance with generally accepted engineering or planning standards for a particular category of Capital Improvements. As specifically used in this Ordinance, service units include all dwelling units intended for residential use development.

SYSTEM IMPROVEMENTS, in contrast to Project Improvements, shall mean Capital Improvements to Public Facilities which are designed to provide service to a Service Area. For the purpose of this Chapter, System Improvements are for Fire District Capital Facilities.

SYSTEM IMPROVEMENTS COSTS shall mean costs incurred for construction or reconstruction of System Improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in Idaho Code § 50-1702(h), as amended, to provide additional Public Facilities needed to service new growth and Development. For clarification, System Improvements Costs do not include:

1. Construction, acquisition or expansion of Public Facilities other than Capital Improvements identified in the Capital Improvements Plan;

2. Improvements, repair, operation or maintenance of existing or new capital;
3. Upgrading, updating, expanding or replacing existing Capital Improvements to serve existing Development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding or replacing existing Capital Improvements to provide better service to existing Development;
5. Administrative and operating costs of the Fire District and/or the City unless such costs are attributable to Development of the Capital Improvements Plan, as provided in Idaho Code § 67-8208, as amended; and
6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the Fire District to finance Capital Improvements identified in the Capital Improvements Plan.

TRUST ACCOUNTS shall mean any of one or more interest bearing accounts within the *Fire District Development Impact Fee Capital Projects Trust Fund* established in section 1-19-11 of this Chapter.

1-19-3: – IMPOSITION OF FIRE DISTRICT IMPACT FEE:

- A. *Imposition of Impact Fee.* A Fire District Impact Fee is hereby imposed on all new Development in the area of the City that is also within the boundaries of the Fire District.
- B. *Fee Schedule.* Fire District Impact Fees shall be calculated in accordance with the fee schedule set forth in Exhibit III-3 of the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the Development, unless (a) the Fee Payer requests an individual assessment pursuant to section 1-19-6 of this Chapter; or (b) the City and the Fire District find the Development will have an Extraordinary Impact pursuant to section 1-19-9 of this Chapter. The methodology for determining the costs per service unit provided for in the fee schedule is set forth in the Capital Improvements Plan.
- C. *Developer's Election.* A Developer shall have the right to elect to pay a project's proportionate share of System Improvements Costs by payment of Fire District Impact Fee according to the fee schedule as full and complete payment of the

Development project's proportionate share of System Improvements Costs, except as provided in Idaho Code § 67-8214(3), as amended.

D. *Procedures:*

1. *Building Permit.* Upon submittal of complete building permit plans for the Development to the City, the City shall calculate the Fire District Impact Fee for the Development within thirty (30) days of submittal unless the Fee Payer requests an individual assessment or the City determines that the Development may have Extraordinary Impact.
2. *Exemption.* An exemption pursuant to section 1-19-5A of this Chapter must be claimed by the Fee Payer upon application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer.

1-19-4: - COLLECTION OF FIRE DISTRICT IMPACT FEES:

- A. *Certification.* After the Fire District Impact Fee due for a proposed Development has been calculated by the City pursuant to the fee schedule attached to the Capital Improvements Plan or by the Fire District Administrator using the individual assessment process, the Fee Payer may request from the City or the Fire District Administrator a certification of the amount of Fire District Impact Fee due for that Development. Within thirty (30) days after receiving such request, the City or the Fire District Administrator shall issue a written certification of the amount of the Fire District Impact Fee due for the proposed Development. Such certification shall establish the Fire District Impact Fee so long as there is no material change to the particular Development as identified in the individual assessment application, or the impact fee schedule attached to the Capital Improvements Plan. The certification shall include an explanation of the calculation of the Fire District Impact Fee including an explanation of factors considered under Idaho Code § 67-8207 and shall also specify the System Improvement(s) for which the Fire District Impact Fee is intended to be used. If the Impact Fee is calculated by the City pursuant to the fee schedule, the City shall provide the certification to the Fee Payer and the Fire District Administrator. If the Impact Fee is determined by the Fire District Administrator following an individual assessment of the fee, the Fire District Administrator shall provide the certification to the Fee Payer and the City.
- B. *Payment of Fees.* The Fire District Impact Fee shall be paid either to the City or to the Fire District at the following times:
 1. If a Building Permit or manufactured/mobile home installation permit is required, then at the time before the permit is issued;

2. If no Building Permit or manufactured/mobile home installation permit is required, then at the time that construction commences; or
 3. At such other time as the Developer and the Fire District have agreed upon in writing with notice to the City.
- C. In the event a Fire District Impact Fee is paid to the Fire District, then the Fire District Administrator shall immediately notify the City of said payment.
- D. All Fire District Impact Fees paid to the City shall then be delivered to the Fire District Administrator on a once-a-month basis.

1-19-5: - EXEMPTIONS:

- A. *Exemptions.* The provisions of this Chapter shall not apply to the following:
1. Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;
 2. Remodeling or repairing a structure which does not increase the number of service units;
 3. Replacing a residential unit, including a manufactured/mobile home, with another residential unit on the same lot; provided that, the number of service units does not increase;
 4. Placing a temporary construction trailer or office on a lot;
 5. Constructing an addition on a residential structure which does not increase the number of service units;
 6. Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of System Improvements; or
 7. The installation of a modular building, manufactured/mobile home or recreational vehicle if the Fee Payer can demonstrate by documentation such as utility bills and tax records that either: (a) a modular building, manufactured/mobile home or recreational vehicle was legally in place on the lot or space prior to the effective date of this Chapter; or (b) a Fire District Impact Fee has been paid previously for the modular building, manufactured/mobile home or recreational vehicle on that same lot or space.

- B. *Exemption Claim Process:* An exemption from a Fire District Impact Fee must be claimed on the Application by the Developer (Fee Payer) upon submitting their application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer. Applications for exemption shall be determined by the City within ninety (90) days of receipt of the claim for exemption.

1-19-6: - INDIVIDUAL ASSESSMENT PROCESS:

- A. In lieu of calculating the amount of the Fire District Impact Fee using the impact fee schedules in MCC § 1-20-3 of this chapter, an individual assessment of Impact Fees is permitted.
1. **INDIVIDUAL ASSESSMENT PROCESS.** A Fee Payer may file a written request for an individual assessment of the Development by the Administrator prior to the receipt of a building permit or other necessary approvals or entitlements from the City. A request for an individual assessment process shall involve consideration of studies, data, and any other relevant information submitted by the Fee Payer to adjust the amount of the Fire District Impact Fee.
 2. Each individual assessment request and supporting documentation submitted by the Fee Payer shall be based on the same level of service standards and unit costs for System Improvements used in the applicable Capital Improvements Plan, shall use an average cost (not a marginal cost) methodology, and shall document the relevant methodologies and assumptions used.
 3. Each individual assessment request delivered to the Administrator may then be accepted, rejected, or accepted with modifications by the Administrator as the basis for calculating the Fire District Impact Fee. The criteria for acceptance, rejection or acceptance with modifications shall be whether the individual assessment is a more accurate measure of demand for System Improvements element(s) created by the proposed Development, or the costs of those facilities, than the applicable fee shown in the fee schedule, based on the standards in Section 67-8207, Idaho Code.
 4. The Administrator shall issue a written decision within thirty (30) days following receipt of a completed request for individual assessment together with all supporting information from the Fee Payer, so as not to unreasonably delay the Developer's (Fee Payer's) subsequent applications to the City for Building Permits.
 5. The decision by the Administrator on an application for an individual assessment shall include an explanation of the calculation of the Fire District Impact Fee, shall specify the System Improvement(s) for which the Fire District Impact Fee

is intended to be used, and shall include an explanation of those factors identified in Idaho Code § 67 8207.

6. If an individual assessment is accepted or accepted with modifications by the Administrator then the Fire District Impact Fee due under this Article for such Development shall be calculated according to such individual assessment.
7. The Fire District Administrator shall provide notice of final determination of an individual assessment to the Developer (Fee Payer) and the City.

1-19-7: - DEVELOPER CREDITS AND REIMBURSEMENT:

- A. *Credits to be Issued.* When a Developer or their predecessor in title or interest has constructed System Improvements of the same category as a Fire District Capital Improvements Element, or contributed or dedicated land or money towards the completion of System Improvements of the same category as a Fire District Capital Improvements Element, and the Fire District has accepted such construction, contribution or dedication, the Fire District shall issue a credit against the Fire District Impact Fees otherwise due for the same Fire District Capital Improvements Element in connection with the proposed Development, as set forth in this section, credit shall be issued regardless of whether the contribution or dedication to System Improvements was required by the Fire District as a condition of Development Approval or was offered by the Developer and accepted by the Fire District in writing, and regardless of whether the contribution or dedication was contributed by the Developer or by a local improvement district controlled by the Developer.
- B. *Limitations.* Credits against a Fire District Impact Fee shall not be given for: (a) Project Improvements; or (b) any construction, contribution or dedication not agreed to in writing by the Fire District prior to commencement of the construction, contribution, or dedication. Credits issued for one Fire District Capital Improvements Element may not be used to reduce Fire District Impact Fees due for a different capital improvement. No credits shall be issued for System Improvements contributed or dedicated prior to the effective date of this Chapter. Prior contributions may only be taken into account pursuant to an individual assessment.
- C. *Valuation of Credit at Present Value:*
 1. *Land.* Credit for qualifying land dedications shall, at the Fee Payer's option, be valued at the present value of: (a) one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor; or (b) that fair market value established by a private appraiser acceptable to the Fire District in an appraisal paid for by the Fee Payer.

2. *Improvements.* Credit for qualifying acquisition or construction of System Improvements shall be valued by the Fire District at the present value of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the Fee Payer to the Fire District. The Fire District Administrator shall determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the Fire District as a more accurate measure of the value of the offered System Improvements to the Fire District.
- D. *When Credits Become Effective:*
1. *Land.* Approved credits for land dedications shall become effective when the land has been conveyed to the Fire District in a form acceptable to the Fire District, at no cost to the Fire District, and has been accepted by the Fire District. Upon request of the Fee Payer, the Fire District shall issue a letter stating the amount of credit available.
 2. *Improvements.* Approved credits for acquisition or construction of System Improvements shall generally become effective when (a) all required construction has been completed and has been accepted by the Fire District, (b) a suitable maintenance and warranty bond has been received and approved by the Fire District, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the Fire District and the state of Idaho. Upon request of the Fee Payer, the Fire District shall issue a letter stating the amount of credit available.
- E. *Credit Request Procedures:*
1. *Request.* In order to obtain a credit against a Fire District Impact Fee otherwise due, a Fee Payer shall submit to the City a written offer of request to dedicate to the Fire District specific parcels of qualifying land or a written offer to contribute or construct specific System Improvements to the Fire District Capital Facilities in accordance with all applicable State or City design and construction standards, and shall specifically request a credit against the type of Fire District Impact Fee for which the land dedication or System Improvements is offered. The City shall then deliver the written offer of request to the Fire District Administrator.
 2. *Review.* After receipt of the written offer of request for credit, the Fire District Administrator shall review the request and determine whether the land or System Improvements offered for credit will reduce the costs of providing Fire District Capital Facilities by an amount at least equal to the value of the credit. If the Fire District Administrator determines that the

offered credit satisfies that criteria and will be acceptable to the Board of Commissioners, then the credit shall be issued. The Fire District shall complete its review and determination of an application within thirty (30) days after receipt of an application for credit.

3. *Credits Exceeding Fee Amounts Due.* If the credit due to a Fee Payer pursuant to subsection 1-19-7D of this Chapter exceeds the Fire District Impact Fee that would otherwise be due from the Fee Payer pursuant to this Chapter (whether calculated through the fee schedule attached to the Capital Improvement Plan or through an individual assessment), the Fee Payer may choose to receive such credit in the form of either: (a) a credit against future Fire District Impact Fee due for the same System Improvements; or (b) a reimbursement from Fire District Impact Fees paid by future Development that impacts the System Improvements contributed or dedicated by the Fee Payer. Unless otherwise stated in an agreement with the Fee Payer, the Fire District shall be under no obligation to use any Fire District funds - other than Fire District Impact Fees paid by other Development for the same System Improvements - to reimburse the Fee Payer for any credit in excess of Fire District Impact Fees that are due.
4. *Written Agreement Required.* If credit or reimbursement is due to the Fee Payer pursuant to this section, the Fire District shall enter into a written agreement with the Fee Payer, negotiated in good faith, prior to the contribution, dedication, or funding of the System Improvements giving rise to the credit. The agreement shall provide for the amount of credit or the amount, time and form of reimbursement, and shall have a term not exceeding ten (10) years.
5. The Fire District Administrator's determination on the written offer of request for credit shall be provided to the Fee Payer and the City.

1-19-8: - METHODOLOGY FOR THE CALCULATION OF FIRE DISTRICT IMPACT FEES:

A. General Provisions.

1. *Accounting Principles.* The calculation of the Fire District Impact Fee shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in an incidental benefit to owners or Developers within the service area other than the Fee Payer.
2. *Levels of Service.* The Fire District Impact Fee shall be calculated on the basis of levels of service for Public Facilities adopted in this Chapter that are applicable to existing Development as well as new growth and

Development. The construction, improvement, expansion or enlargement of new or existing Public Facilities for which the Fire District Impact Fee is imposed must be attributable to the capacity demands generated by the new Development.

- B. *Methodology; Proportionate Methodology.* The Fire District Impact Fee shall not exceed a proportionate share of the cost of the System Improvements determined in accordance with Idaho Code § 67-8207, as amended. Fire District Impact Fees shall be based on actual System Improvements Costs or reasonable estimates of such costs. The amount of the Fire District Impact Fee shall be calculated using the methodology contained in the Capital Improvements Plan.
- C. *Proportionate Share Determination.*
1. Fire District Impact Fee shall be based on a reasonable and fair formula or method under which the Fire District Impact Fee imposed does not exceed a proportionate share of the costs incurred or to be incurred by the Fire District in the provision of System Improvements to serve the new Development. The proportionate share is the costs attributable to the new Development after the Fire District considers the following:
 - a. Any appropriate credit, offset or contribution of money, dedication of land or construction of System Improvements;
 - b. Payments reasonably anticipated to be made by or as a result of a new Development in the form of user fees and debt service payments;
 - c. That portion of general tax or other revenues allocated by the Fire District to System Improvements; and
 - d. All other available sources of funding such System Improvements.
 2. In determining the proportionate share of the cost of System Improvements to be paid by the Developer, the following factors shall be considered by the Fire District and accounted for in the calculation of the Fire District Impact Fee:
 - a. The costs of existing System Improvements within the Service area;
 - b. The means by which existing System Improvements have been financed;
 - c. The extent to which the new Development will contribute to System Improvements Costs through taxation, assessments, or developer or landowner contributions, or has previously contributed to System Improvements Costs through Developer or landowner contributions;

- d. The extent to which the new development is required to contribute to the cost of existing System Improvements in the future;
- e. The extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area;
- f. Extraordinary costs, if any, incurred in serving the new Development;
- g. The time and price differential inherent in a fair comparison of fees paid at different times; and
- h. The availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers and special taxation.

1-19-9: - EXTRAORDINARY IMPACTS:

- A. In the event the City makes an initial determination that Development may impose Extraordinary Impact, the City shall provide the Development application to the Fire District Administrator along with the City's initial determination. The Fire District Administrator shall then review and determine whether or not the Development application will impose Extraordinary Impact.
- B. If the Fire District Administrator determines that a proposed Development generates Extraordinary Impact that will result in extraordinary Systems Improvements Costs, the Fire District Administrator will notify the Fee Payer and the City of such Fire District Impact Fee determination within thirty (30) days after Fire District Administrator's receipt from the City of the Development Application and the City's initial determination. Such notice shall include a statement that the potential impacts of such Development on System Improvements are not adequately addressed by the Capital Improvements Plan, and that a supplemental study, at the Fee Payer's expense will be required.
- C. Circumstances that may lead to a determination of Extraordinary Impact include, but are not limited to: (a) an indication the assumptions used in the Capital Improvements Plan underestimate the level of activity or impact on Fire District Capital Facilities from the proposed Development or activity.
- D. Within thirty (30) days following the designation of a Development with Extraordinary Impact, the Fire District Administrator shall meet with the Fee Payer to discuss whether the Fee Payer wants to: (a) pay for the supplemental study necessary to determine the System Improvements Costs related to the proposed Development; (b) modify the proposal to avoid generating Extraordinary Impact;

- or (c) withdraw the application for certification, Building Permit or Development approval.
- E. If the Fee Payer agrees to pay for the supplemental study required to document the proposed Development's proportionate share of System Improvements Costs, then the Fire District and the Fee Payer shall jointly select an individual or organization acceptable to both to perform such study. The Fee Payer shall enter into a written agreement with such individual or organization to pay the costs of such study. Such agreement shall require the supplemental study to be completed within thirty (30) days of such written agreement, unless the Fee Payer agrees to a longer time.
- F. Once the study has been completed, the Fee Payer may choose to: (a) pay the proportionate share of System Improvements Costs documented by the supplemental study; or (b) modify the proposed Development to reduce such costs; or (c) withdraw the application. If the Fee Payer agrees to pay the System Improvements Costs documented in the supplemental study, that agreement shall be reduced to writing between the Fire District and the Fee Payer prior to review and consideration of any application for any Development approval or Building Permit related to the proposed Development.
- G. Notwithstanding any agreement by the Fee Payer to pay the proportionate share of System Improvements Costs documented by the supplemental study, nothing in this ordinance shall obligate the City to approve Development that results in an Extraordinary Impact to the Fire District.

1-19-10: - FEE PAYER REFUNDS:

- A. *Duty to Refund:*
1. Fire District Impact Fees shall be refunded to the Fee Payer, or to a successor in interest, in the following circumstances:
 - a. Service is available but never provided;
 - b. A Building Permit, or permit for installation of a manufactured home, is denied by the City or abandoned;
 - c. The Fee Payer pays a Fire District Impact Fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the Fire District was entitled to receive;

- d. The Fire District has collected a Fire District Impact Fee and the Fire District has failed to appropriate or expend the collected fees pursuant to section below; or
 - e. Failure of the Fire District to commence construction or encumber the fund in the Fire District Development Impact Fee Capital Projects Trust Fund.
2. Any Fire District Impact Fee paid shall be refunded if the Fire District has failed to commence construction of System Improvements in accordance with this Chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the Fire District. Any refund due shall be paid to the owner of record of the parcel for which the Fire District Impact Fee was paid. The Fire District may hold Fire District Impact Fees for longer than eight (8) years if the Fire District identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the Fire District complies with the previous sentence, then any Fire District Impact Fees so identified shall be refunded to the Fee Payer if the Fire District has failed to commence construction of System Improvements in accordance with the written notice, or to appropriate Funds for such construction on or before the date identified in such writing.
 3. *No Refund Due for Subsequent Reduction in Size of Development or Service Units.* After a Fire District Impact Fee has been paid pursuant to this Chapter and after a certificate of occupancy has been issued by the City, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.
 4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in Idaho Code § 28-22-104 from the date on which the fee was originally paid.
 5. *Timing.* The Fire District shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the Fire District shall send the refund to the owner of record within ninety (90) days after the Fire District determines that a refund is due.

1-19-11: - ESTABLISHMENT OF FIRE DISTRICT TRUST FUND AND TRUST ACCOUNTS:

- A. The Trust Fund established by the Fire District will be maintained by the Fire District for the purpose of ensuring that all Fire District Impact Fees collected, pursuant to this Chapter, are used to address impacts reasonably attributable to new Development for which the Fire District Impact Fees are paid. The Trust Fund shall be divided into the Trust Accounts. All funds in all Trust Accounts in the Trust Fund shall be maintained in an interest bearing account. The interest earned on each Trust Account pursuant to Idaho Code § 67-8210(1) shall not be governed by Idaho Code § 57-127, as amended, but shall be considered funds of the Trust Accounts and shall be subject to the same restrictions on uses of funds as the Fire District Impact Fees on which the interest is generated.
- B. *Deposit of Fire District Impact Fees.* All monies paid by a Fee Payer, pursuant to this Chapter, shall be identified as Fire District Impact Fees and shall be promptly deposited by the Fire District Administrator in the appropriate Trust Accounts of the Trust Fund.
1. *First-in/First-out.* Monies in each Trust Account shall be spent in the order collected, on a first-in/first-out basis.
 2. *Maintenance of Records.* The Fire District shall maintain and keep accurate financial records for each Trust Account that shall show the source and disbursement of all revenues, that shall account for all monies received, that shall ensure that the disbursement of funds from each Trust Account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting for each Fire District Impact Fee Account showing the source and amount of all funds collected and the projects that were funded.

1-19-12: - EXPENDITURE OF FIRE DISTRICT IMPACT FEES:

- A. Expenditures of Fire District Impact Fees collected and deposited in the Trust Fund shall be made only for System Improvements within the Service Area for which the Impact Fee was collected in accordance with the Capital Improvements Plan.
- B. *Capital Improvements Plan Reimbursement; Surcharge.* A portion of each Impact Fee collected shall be designated as a surcharge for reimbursement of the Fire District for the cost of preparing the Capital Improvements Plan in accordance with Idaho Code § 67-8208. The surcharge shall not exceed the Development's proportionate share of the cost of preparing the Capital Improvements Plan.

1-19-13: - APPEALS, PROTEST AND MEDIATION:

- A. *Appeals.* Any Fee Payer that is or may be obligated to pay a Fire District Impact Fee, or that claims a right to receive a refund, reimbursement, exemption or credit under this Chapter, and who is dissatisfied with a decision made either by the City or by the Fire District Administrator in applying this Chapter, may appeal such decision as follows:
1. in the case of a decision made by the City to the City Council; and
 2. in the case of a decision made by the Fire District Administrator to the Board of Commissioners.
- B. The Fee Payer shall have the burden on appeal of demonstrating that the decision was in error.
- C. In order to pursue the appeal described in this subsection, the Fee Payer shall file a written notice of the appeal with the City within thirty (30) days after the date of the City's or the Fire District Administrator's decision, or the date on which the Fee Payer submitted a payment of the Fire District Impact Fee under protest, whichever is later. Such written application shall include a statement describing why the Fee Payer believes that the appealed decision was in error, together with copies of any documents that the Fee Payer believes support the claim.
- D. Appeals of the Fire District Administrator's decisions shall be delivered by the City to the Fire District Administrator.
- E. The City Council or the Board of Commissioners, as the case may be, shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The Fee Payer shall have a right to be present and to present evidence in support of the appeal. The City or Fire District Administrator who made the decision under appeal or their representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the City Council or by the Board of Commissioners in considering the appeal shall be whether: (a) the decision or interpretation made by the City or Fire District Administrator; or (b) the alternative decision or interpretation offered by the Fee Payer, more accurately reflects the intent of this Chapter that new development in the City pay its proportionate share of the costs of system improvements to Fire District facilities necessary to serve new development and whether the provisions of this Chapter has been correctly applied. The City Council or Board of Commissioners, as the case may be, shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.
- F. *Payment Under Protest.* A Fee Payer may pay a Fire District Impact Fee under protest in order not to delay in the issuance of a Building Permit by the City. A Fee

Payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such Fee Payer be estopped from receiving a refund of any amount deemed to have been illegally collected.

G. *Mediation.*

1. Any Fee Payer that has a disagreement with the City or the Fire District Administrator regarding a Fire District Impact Fee Determination that is or may be due for a proposed Development pursuant to this Chapter, may enter into a voluntary agreement with the City or the Fire District, as the case may be, to subject the disagreement to mediation by a qualified independent party acceptable to both the Fee Payer and the Fire District.
2. Mediation may take place at any time following the filing of a timely appeal pursuant to section 1-19-13C of this Chapter, or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to section 1-19-13C of this Chapter.
3. Participation in mediation does not preclude the Fee Payer from pursuing other remedies provided for in this section.
4. If mediation is requested, any related mediation costs shall be shared equally by the Fee Payer and the City or the Fire District, as the case may be, and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.
5. In the event that mediation does not resolve the issues between the Fire District and the Fee Payer, the Fee Payer retains all rights to seek relief from a court of competent jurisdiction.

1-19-14: - PERIODIC REVIEWS:

- A. *Review and Modification of Capital Improvements Plan.* Unless the Board of Commissioners deems some other period is appropriate, the Board of Commissioners shall, at least once every five (5) years, commencing from the date of the original adoption of the Capital Improvements Plan, review the Development potential and update the Capital Improvements Plan in cooperation with the City and in accordance with the procedures set forth in Idaho Code § 67-8206, as amended. Each update shall be prepared by the Fire District Administrator in consultation with the Joint Advisory Committee.
- B. *Annual review.* The Fire District shall annually adopt a capital budget.

1-19-15: - AUDIT:

As part of its annual audit process, the Fire District shall prepare an annual report: (a) describing the amount of all Fire District Impact Fees collected, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Fire District Impact Fees collected, appropriated or spent for System Improvements during the preceding year by Systems Improvements category of Fire District Capital Facilities.

1-19-16: – JOINT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE

- A. *Committee Created:* A joint standing committee of the City Council and the Board of Commissioners of the Fire District is established.
- B. *Committee Name:* The Joint Standing Committee is known and shall continue to be known and designated as the “City of Middleton/Caldwell Rural Fire Protection District Joint Development Impact Fee Advisory Standing Committee” [hereinafter in this Chapter referred also as “Joint Advisory Committee” or “Committee”].
- C. *Membership:* The members on the Committee shall be appointed by the City Council and confirmed by the Board of Commissioners of the Fire District for a term of one (1) year or until someone is appointed in his/her place, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and at least two (2) or more members shall not be employees or officials of the City or the Fire District.
 - 1. The members will be appointed during the January regular meeting of the City Council and the Board of Commissioners.
 - 2. Any vacancy occurring on the Committee during the year may be filled during the year, by appointment of the City Council and confirmed by the Board of Commissioners of the Fire District.
- D. *Charge:* The Joint Advisory Committee shall serve as an advisory committee to the City Council and the Board of Commissioners of the Fire District and is charged with the following responsibilities:
 - 1. Assist the City and the Fire District in adopting land use assumptions; and
 - 2. Review the Capital Improvements Plan; and
 - 3. Monitor and evaluate implementation of the Capital Improvements Plan;

4. File with the Fire District, Fire District Administrator and the City Clerk, at least annually, with respect to the Capital Improvements Plan, a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;
 5. Advise the City Council and the Board of Commissioners of the Fire District of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and
 6. The Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan.
- E. *Joint Advisory Committee Organization:* The Fire District and Fire District Administrator shall staff the Joint Advisory Committee in order to provide the Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].
1. The Joint Advisory Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.
 2. The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.
 3. The Fire District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.
 4. The Committee shall establish a regular meeting schedule.
 5. The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City Council and the Board of Commissioners.
 6. Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.
 7. A majority vote of those present at any meeting is sufficient to carry motions.
- F. *Reporting:* The Joint Advisory Committee reports directly to the Fire District Board of Commissioners and to the City Council.

- G. *City Council and Fire District Board of Commissioners Review of Committee's Report and Recommendations:* The City Council and the Fire District Board of Commissioners shall each consider the Joint Advisory Committee's recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee's recommendations and the City Council's and Board of Commissioners' actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, so that the Fire District Impact Fee charged to the Development shall not exceed a proportionate share of System Improvements Costs, and that the procedures for administering Fire District Impact Fees remain efficient.

1-19-17: - ENFORCEMENT AND COLLECTION:

- A. When any Fire District Impact Fee is due pursuant to this Chapter, or pursuant to the terms of any written agreement between a Fee Payer and the Fire District, and such Fire District Impact Fee has not been paid in a timely manner, the City, or Fire District Administrator on behalf of the Fire District, may exercise any or all of the following powers as applicable to their authority, in any combination, to enforce the collection of the Fire District Impact Fee:
1. Withhold Building Permits, manufactured home installation permits, or other City Development Approval related to the Development for which the Fire District Impact Fee is due until all Fire District Impact Fees due have been paid, and issue stop work orders, and revoke or suspend a Building Permit.
 2. Withhold utility services from the Development for which the Fire District Impact Fee is due until all Fire District Impact Fees due have been paid; and
 3. Add interest to the Fire District Impact Fee not paid in full at the legal rate provided for in Idaho Code § 28-22-104, as amended, plus five percent (5%) beginning on the date at which the payment of the Fire District Impact Fee was due until paid in full.
 4. Impose a penalty of five percent (5%) of the total Fire District Impact Fee (not merely the portion dishonored, late or not paid in full) per month beginning on the date at which the payment of the Fire District Impact Fee was due until paid in full.
 5. Impose a lien pursuant to the authority of Idaho Code § 67-8213(4) for failure to timely pay a Fire District Impact Fee following the procedures contained in Idaho Code Title 45, Chapter 5.

1-19-18: - CITY/ FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT:

- A. The City is a governmental entity that is empowered by the Act to adopt development impact fee ordinances and as such is authorized, by Idaho Code § 67-8204A, to enter into the Intergovernmental Agreement with the Fire District for the purpose of agreement to collect and expend Fire District Impact Fees for System Improvements as provided in this Chapter.
- B. The City and the Fire District have entered into the Intergovernmental Agreement which is in full force and effect.
- C. The Intergovernmental Agreement complies with this Chapter and requires the Fire District to be governed by and to fully abide by the provisions of this Chapter.
- D. Any amendments of the Intergovernmental Agreement shall be implemented by corresponding relevant amendments of this Chapter which amendments shall not apply to any Fire District Impact Fees then not expended and currently held in the Trust Fund.

1-19-19: - MISCELLANEOUS PROVISIONS:

- A. Nothing in this Chapter shall prevent the Fire District from requiring a Developer to construct reasonable Project Improvements, as are required by the fire codes and other rules that are adopted by the state fire marshal, in conjunction with a Development.
- B. Nothing in this Chapter shall be construed to prevent or prohibit private agreements between property owners or developers, the Idaho Transportation Department and governmental entities in regard to the construction or installation of System Improvements or providing for credits or reimbursements for System Improvements Costs incurred by a Developer including inter-project transfers of credits or providing for reimbursement for Project Improvements which are used or shared by more than one (1) Development project.
- C. Nothing in this Chapter shall obligate the City to approve Development which results in an Extraordinary Impact.
- D. Nothing in this Chapter shall obligate the Fire District to approve any Development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in this Chapter.

- E. Nothing in this Chapter shall be construed to create any additional right to develop real property or diminish the City in regulating the orderly development of real property within its boundaries.
- F. Nothing in this Chapter shall work to limit the use by the City of the power of eminent domain or supersede or conflict with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.
- G. Nothing herein shall restrict or diminish the power of the City to annex property into its territorial boundaries or exclude property from its territorial boundaries upon request of a developer or owner, or to impose reasonable conditions thereon, including the recovery of Project or System Improvements Costs required as a result of such voluntary annexation.
- H. The Fire District shall develop a plan for alternative sources of revenue, which shall include but not necessarily be limited to plans generated during the Fire District's annual budget process, lobbying efforts, tax increment financing, and implementation of user fees, administrative and regulatory fees and other forms of revenue.
- I. Notwithstanding any other provision of this Chapter, that portion of a Project for which a complete application for a Building Permit has been received by the City, prior to the effective date of this Chapter, shall not be subject to the Fire District Impact Fee imposed by this Chapter. If the resulting Building Permit is later revised or replaced after the effective date of the ordinance codified in this Chapter, and the new Building Permit(s) reflects a development density, intensity, development size or number of units more than ten percent (10%) higher than that reflected in the original Building Permit, then the Fire District Impact Fee may be charged on the difference in density, intensity, development size or number of units between the original and the revised or replacement Building Permit.
- J. Any monies, including any accrued interest not assigned to specific System Improvements within such Capital Improvements Plan and not expended pursuant to section 1-19-12 of this Chapter or refunded pursuant to section 1-19-10 of this Chapter shall be retained in the same account until the next Fire District fiscal year.
- K. If the Fire District discovers an error in the Capital Improvements Plan that results in assessment or payment of more than a proportionate share of System Improvements Costs on any proposed Development, the Fire District Administrator shall: (a) adjust the Fire District Impact Fee to collect no more than a proportionate share; or (b) discontinue the collection of any Fire District Impact Fees until the error is corrected by ordinance.

- L. If Fire District Impact Fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a Fee Payer shall be refunded by the Fire District within thirty (30) days after the Fire District's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code § 28-22-104 from the date on which the fee was paid. Any amounts underpaid by the Fee Payer shall be paid to the Fire District within thirty (30) days after the Fire District Administrator's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code § 28-22-104 from the date on which the fee was paid. In the case of an underpayment to the Fire District, the Administrator may request the City and the City may withhold issuance of the Building Permits or Development Approval for the project for which the Fire District Impact Fee was paid until such underpayment is corrected, and if amounts owed to the Fire District are not paid within such thirty-day (30) period, the Fire District Administrator may also ask the City to and the City may revoke any Building Permits or Development Approval issued in reliance on the previous payment of such Fire District Impact Fee and refund such fee to the Fee Payer.
- M. The Joint Advisory Committee that was established during the preparation of the Capital Improvements Plan shall continue in existence, and shall by operation of this Ordinance become the Joint Advisory Committee created herein.

1-19-20: - PUNISHMENT:

Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, punishable by up to one (1) year in the county jail, and/or a one thousand dollar (\$1,000.00) fine, or both. Knowingly furnishing false information to any official of the City or the Fire District charged with the administration of this Chapter, including without limitation, the furnishing of false information regarding the expected size, use or impacts from a proposed Development, shall be a violation of this Chapter.

1-19-21: - CONSTRUCTION OF INTENT:

All provisions, terms, phrases and expressions contained in this Chapter shall be liberally construed in order that the true intent and meaning of the Act and the City Council and the Board of Commissioners may be fully carried out.



SECTION 2: DATE OF EFFECT AND PUBLICATION

2.1 This Ordinance, as required by Idaho Code § 67-8206(6), shall be in full force and effect on the 30th day following its passage and approval; and shall be published in full or by summary as provided in Idaho Code §§ 50-901 and 50-901A within one month of its passage and approval all according to law.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, THIS _____ DAY OF _____, 2020.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, THIS _____ DAY OF _____, 2020.

CITY OF MIDDLETON

Steve Rule, *Mayor*

ATTEST:

Becky Crofts, *City Clerk*

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RESOLUTION NO. 445-20

CITY OF MIDDLETON/CANYON COUNTY/GREATER MIDDLETON AREA RECREATION DISTRICT

**INTERAGENCY CONTRACT
FOR
PARKS AND RECREATIONAL FACILITIES IMPACT FEES ADMINISTRATIVE SERVICES**
[An Interagency Contract and Joint Powers Agreement]

PARTIES:

Greater Middleton Area Recreation District	<i>Service Provider</i>	P.O. Box 265 Middleton, Idaho 83644
City of Middleton	<i>Service Recipient</i>	City Hall 1103 West Main Street Middleton, Idaho 83644
Canyon County	<i>Service Recipient</i>	Canyon County Courthouse 1115 Albany Street Caldwell, Idaho 83605

THIS AGREEMENT becomes effective upon the Effective Date and is entered by and between the Greater Middleton Area Recreation District, the City of Middleton, and Canyon County.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and the recitals set forth which are a material part of the Agreement, the Parties agree as follows:

**SECTION 1
TITLE OF AGREEMENT**

This Agreement [an interagency contract and joint powers agreement] shall be known and referred to as the *Middleton/Canyon County Interagency Contract for Parks and Recreational; Facilities Impact Fees Administrative Services*.

**SECTION 2
DEFINITIONS**

For all purposes of this Agreement, the following words, terms and phases in **bold** herein this Section contained shall be defined and interpreted as herein provided unless the context of the term herein clearly requires otherwise:

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CITY OF MIDDLETON/CANYON COUNTY/GREATER MIDDLETON AREA RECREATION DISTRICT
**INTERAGENCY CONTRACT FOR PARKS AND RECREATIONAL FACILITIES IMPACT FEES
ADMINISTRATIVE SERVICES**

- 2.1 Agreement:** means and refers to this “*City of Middleton/Canyon County and Greater Middleton Area Recreation District Interagency Contract for Parks and Recreational Facilities Impact Fees Administrative Services.*”
- 2.2 City:** means and refers to the City of Middleton, a municipal corporation, organized and existing pursuant to XII of the Constitution of the State of Idaho and Title 50 of the Idaho Code, whose address is 1103 West Main Street, Middleton, Idaho 83644, herein a service recipient Party to this Agreement.
- 2.3 City Ordinance:** means and refers to the *Parks and Recreational Facilities Development Impact Fee Ordinance No. _____* together with any amendments thereto approved subsequent to the date of this Agreement.
- 2.4 Committee:** means and refers to the *Canyon/Middleton Parks and Recreational Joint Development Impact Fee Advisory Standing Committee* formed by the City and the County [pursuant to Idaho Code §§ 67-8205 and 67-8204A] each first by resolution then by City Ordinance and County Ordinance for the purpose of establishing the *Parks and Recreational Facilities Development Impact Fee.*
- 2.5 Contract Administrative Services:** means and refers to the providing and the performance by the District of the following Contract Administrative Services as provided in Section 5 of this Agreement, to wit:
- 2.5.1** Retain and provide the services of a qualified professional in the field of public administration, to prepare an impact fee parks and recreational facilities study and capital improvements plan for the service area within the City and the County that is also within the boundaries of the Greater Middleton Area Recreation District in consultation with the Committee; and
- 2.5.2** Staff the Committee in order to provide the Committee with needed information for the Committee’s obligations and tasks and to take minutes, prepare reports and facilitate the Committee’s compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code]; and
- 2.5.3** Serve as and perform the duties of the City Administrator of the City Ordinance; and
- 2.5.4** Serve as and perform the duties of the County Administrator of the County Ordinance; and

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- 2.5.5** Advise the City Council and the County Board of Commissioners regarding the expenditure for Systems Improvements and the administration of Systems Improvement Costs pursuant to the City Ordinance and the County Ordinance.
- 2.6** **Contract Services Term:** means and refers to the term of this Agreement which is perpetual from the Effective Date until terminated by either party.
- 2.7** **County:** means and refers to Canyon County, a County of the state of Idaho , organized and existing pursuant to Article XVIII of the Constitution of the State of Idaho and Title 31 of the Idaho Code, whose address is 1115 Albany St. Caldwell, Idaho 83605, herein the service recipient Party to this Agreement.
- 2.8** **County Ordinance:** means and refers to the *Parks and Recreational Facilities Development Impact Fee Ordinance No. _____* together with any amendments thereto approved subsequent to the date of this Agreement.
- 2.9** **District:** means and refers to the Greater Middleton Area Recreation District, organized and existing pursuant to Chapter 43 of Title 31, Idaho Code, whose address is P.O. Box 265, Middleton, Idaho 83644, herein the service provider Party to this Agreement.
- 2.10** **Effective Date:** means and refers to _____, 2020, the effective date of this Agreement.
- 2.11** **Executive Director:** means and refers to the Executive Director of the District who serves as the chief administrative officer of Greater Middleton.
- 2.12** **Intergovernmental Agreement:** means and refers to that certain Agreement by and between the City and the County entitled *City of Middleton/Canyon County Intergovernmental Agreement and Joint Powers Agreement for the Development of Joint Plans for Capital Improvements and to Collect and Expend Development Impact Fees for Parks and Recreational Facilities Systems Improvements.*
- 2.13** **Ordinances:** means and refers collectively to the City Ordinance and the County Ordinance.

- 2.14 Party/Parties:** means and refers depending upon the context of the term to the City and/or the County and/or Greater Middleton, as the Parties to this Agreement.
- 2.16 Trust A:** means and refers to the PARKS AND RECREATIONAL FACILITIES JOINT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND TRUST A COUNTY established in the County Ordinance.
- 2.15 Trust B:** means and refers to the *PARKS AND RECREATIONAL FACILITIES JOINT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND TRUST B CITY* established in the City Ordinance.

SECTION 3 RECITALS

The Parties recite and declare:

- 3.1** The Board of County Commissioners has the authority pursuant to Idaho Code Section 31-820 *to make and enforce such rules and regulations for the government of their body, the preservation of order and the transaction of business as may be necessary;* and
- 3.2** The Mayor and City Council have the authority pursuant to Idaho Code Section 50-301 *to contract and be contracted with; ...and exercise all powers and perform all functions of local self-government in city affairs as are not specifically prohibited by or in conflict with the general laws or the constitution of the state of Idaho;* and
- 3.3** The City and the County are each governmental entities as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), each have ordinance authority to adopt a development impact fee ordinance; and
- 3.4** Idaho Code Section 67-8204A, provides that the City and the County, when affected by development, each have the authority to enter into an intergovernmental agreement with each other for the purpose of developing joint plans for capital improvements and to collect and expend development impact fees for parks and recreational facilities systems improvements; and
- 3.5** The City is an Idaho municipal corporation whose city limits lie within the boundaries of the County and has pursuant to Idaho Code Section 50-1703(8) the authority to: *acquire, construct, reconstruct, extend, maintain or repair parks and other recreational facilities;* and
- 3.6** The Board of Commissioners of the County has authority, pursuant to Idaho Code Section

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31-806, to purchase, lease, obtain by gift or accept by grant from private persons, corporations, the United States, the state of Idaho or other governmental agencies, real or personal property, within or without its territorial limits, and may hold, maintain, improve and operate the same for the use and purpose of a public park or public recreation, and it may dedicate property already owned by the county to a like purpose. This section shall not affect the right of a county to acquire property by proceedings in eminent domain; and

- 3.7** The District is a body politic and corporate formed and exists pursuant to Recreation District Law at Chapter 43 of Title 31, Idaho Code and boundaries include all area within the city limits of the City and areas surrounding the City in the northeastern part of and within the boundaries of the County and whose District's uses and purposes, pursuant to Idaho Code Section 31-4316 are *acquiring, providing, maintaining and operating public recreation centers, swimming facilities, pools, picnic areas, camping facilities, ball parks, handball courts, tennis courts, marine and snowmobile facilities, recreational pathways, ski areas, and golf courses and public transportation systems and facilities serving the district together with all related grounds, buildings, equipment and apparatus for the use of the residents of the district and the public generally*; and
- 3.8** The City and County are both experiencing and are affected by considerable growth and development and in particular within the City and the area of the County that is within the boundaries of the District which growth and development are placing a greater demand upon and use of existing public park and public recreational facilities within the City and within the boundaries of the District that lie outside of the City and within the County; and
- 3.9** That it is in the best interests of the Parties and the persons found and/or own real property within their boundaries that the City and the County use their authority to establish Parks and Recreational Facilities Impact Fees pursuant to their Ordinances, via the Intergovernmental Agreement and to provide for the needed Contract Administrative Services in order to administer the Parks and Recreational Facilities Impact Fees and their Ordinances pursuant to this Agreement; and
- 3.10** The Parties are public agencies as defined in Idaho Code Section 67-2327; and
- 3.11** The District has established and staffed the District's Executive Director position; and
- 3.12** The Executive Director is qualified and able to perform the duties and responsibilities of providing to the City and the County on behalf of the District the Contract Administrative Services; and
- 3.13** The Parties have the power and authority to enter into interagency contracts with each other to perform any governmental service, activity or undertaking that they are authorized to do under law which includes joint contracting for services so long as the contract sets forth fully the purposes, powers, rights, objectives and responsibilities of the Parties [Idaho Code

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Section 67-2332] which is the intent and purpose of the Parties for entering into this Agreement; and

- 3.14 The City and the County are desirous of obtaining, from the District, Contract Administrative Services; and
- 3.15 The District is willing and able to provide to the City and the County, Contract Administrative Services in consideration of the City and the County establishing the Ordinances and entering into the Intergovernmental Agreement in order to establish and administer Park and Recreational Facilities Impact Fees for a service area whose boundaries are coterminous with the boundaries of the District; and
- 3.16 Idaho law provides that any power and/or authority, authorized by the Idaho Constitution or statute held by the Parties, may be exercised jointly; and
- 3.17 The Parties have authority to enter into this Agreement pursuant to the provisions of Idaho Code Sections 67-2326, 67-2327 and 67-2328 as a joint exercise of their powers agreement; and
- 3.18 The Parties have authority as a joint exercise of their powers to fund, acquire, own and operate parks and recreational facilities; and
- 3.19 The Parties have negotiated the terms and conditions of this Agreement and have determined it is necessary, desirable and to their mutual best interest and has sufficient consideration for each of them to enter into this Agreement.

SECTION 4 JOINT EXERCISE OF POWER AGREEMENT PROVISIONS

- 4.1 **Duration/ Contract Services Term/ Termination:** The Contract Services Term is perpetual from the Effective Date until terminated by either Party as herein provided in this Section and is subject to the City and the County maintaining their Ordinances and the Intergovernmental Agreement.
 - 4.1.1 **Termination Rights and Notice:** Any Party may terminate this Agreement effective in 180 days, without cause, upon giving written notice of termination to the other Party. Termination will not affect or suspend any Contract Administrative Services which have been or will be rendered up to the date of termination.
- 4.2 **No Separate Administrative Entity, Established:** This Agreement does not establish any separate administrative entity and is administered by the Executive Director.

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4.3 Purpose or Purposes: The purpose or purposes of this Agreement are set forth herein in **Section 3** of this Agreement and are herein incorporated by this reference.

4.4 The Matters of Finance: The provisions of this Agreement which concern finance are set forth in **Sections 5** of this Agreement and are herein incorporated by this reference.

SECTION 5 CONTRACT ADMINISTRATIVE SERVICES

5.1 Contract Administrative Services Administration: During the Contract Services Term, the District shall provide to the City and the County, Contract Administrative Services as authorized in accordance with this Agreement.

5.1.1 Committee Contract Services: The Executive Director shall serve as the Secretary of the Committee and staff its meetings including the:

- Preparation of notice of meeting and agenda posting notices in accordance with the Open Meeting law of the state of Idaho; and
- Take and prepare minutes of the Committee meetings and provide approved copies to the City Clerk and the County Clerk; and
- Provide all recommendations from the Committee to the governing board of the City, and the County to the City Clerk, and County Clerk; and
- Notify the City Clerk and County Clerk of any Committee membership vacancies and notify members of the Committee of their appointments to the Committee; and
- Provide all other necessary notices and communications involving the Committee to Committee Members and to the City Clerk and the County Clerk.

5.1.2 City Administrator Services: The Executive Director is appointed by the City Council of the City as the City Administrator of the City Ordinance and shall:

- Coordinate these administrative services with the following officials of the City:
 - ✓ City Building Inspector; and
 - ✓ City Treasurer; and
 - ✓ City Clerk; and
 - ✓ Planning and Zoning Director; and
 - ✓ Mayor; and

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- ✓ Report to the Mayor and to the City Council.

5.1.3 County Administrator Services: The Executive Director is appointed by the Board of County Commissioners of the County as the County Administrator of the County Ordinance and shall:

- Coordinate these administrative services with the following officials of the County:
 - ✓ County Building Inspector; and
 - ✓ County Treasurer; and
 - ✓ County Clerk; and
 - ✓ Director of Development Services; and
 - ✓ Report to the Board of Commissioners.

5.1.4 Trust A: The Executive Director in carrying out his duties as the County Administrator of the County Ordinance shall serve as the administrator of the Trust A and shall:

- Coordinate these administrative services with the following officials of the County:
 - ✓ County Treasurer; and
 - ✓ County Deputy Clerk; and
 - ✓ Report to the Board of Commissioners.

5.1.5 Trust B: The Executive Director in carrying out his duties as the City Administrator of the City Ordinance shall serve as the administrator of the Trust B and shall:

- Coordinate these administrative services with the following officials of the City:
 - ✓ City Treasurer; and
 - ✓ Mayor; and
 - ✓ Report to the Mayor and to the City Council.

5.2 Wages and benefits: The District shall be responsible for the payment of wages, benefits, any other compensation and workers' compensation coverage of the Executive Director in the performance of Contract Administrative Services unless otherwise specifically agreed to by the Parties.

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5.3 Other Conditions: The District will:

- Abide by the terms and conditions required of the Executive Director performance of Contract Administrative Services as set forth in the Ordinances and any amendments to the same; and
- Maintain and staff the position of Executive Director to manage and perform the duties and responsibilities of the District as set forth in this Agreement; and
- Maintain Trust A in accordance with the terms and conditions of the County Ordinance, and maintain Trust B in accordance with the terms and conditions of the City Ordinance, and maintain both Trust A and Trust B in accordance with the provisions of Idaho Code § 67-8210 and any amendment or recodification of the same; and
- Pay the following costs:
 - ✓ Associated with the Joint Advisory Committee; and
 - ✓ Of drafting of this Agreement and any amendment or termination of the same as may be requested by the District; and
 - ✓ Associated with the District's performance of this Agreement; and
 - ✓ Associated with the appeal by any fee payer of any determination made as City Administrator or County Administrator. .
- Be solely responsible for the District's performance of the terms and conditions required of it by the Ordinances and by this Agreement.

**SECTION 6
INDEMNIFICATION**

6.1 To the extent permitted by law, the District shall defend, indemnify, and hold the County and its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of County related to the County Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the County Ordinance, and/or any claim involving the administration of impact fees under the County Ordinance as provided by this Agreement. In the event of such claim District shall defend such allegations and the District shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such

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indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that District itself could be liable under state and federal statutes, regulations, common law, and other law.

- 6.2** To the extent permitted by law, the District shall defend, indemnify, and hold the City and its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of City related to the City Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the City Ordinance, and/or any claim involving the administration of impact fees under the City Ordinance as provided by this Agreement. In the event of such claim District shall defend such allegations and the District shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that District itself could be liable under state and federal statutes, regulations, common law, and other law.
- 6.3** To the extent permitted by law, County shall defend, indemnify, and hold District, its officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of County, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, County itself could be liable under state and federal statutes, regulations, common law, and other law. County's indemnification and defense of District herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which County would be entitled if the claims were asserted against County.
- 6.4** To the extent permitted by law, the City shall defend, indemnify, and hold District and its officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of City, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of District herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

SECTION 7 NOTICE

- 7.1 Notices:** All notices given pursuant to this Agreement, or contemplated under this Agreement, shall be given by certified mail, return receipt requested, postage prepaid, addressed to the proper Party at the following addresses:

RESOLUTION 445-20

- 7.1.1 City:** City Clerk / City of Middleton
City Hall
1103 West Main Street
Middleton, Idaho 83644
- 7.1.2 County:** Deputy Clerk /County Commissioners
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605
- 7.1.3 District:** Executive Director
P.O. Box 265
Middleton, Idaho 83644

SECTION 8 AMENDMENT PROVISIONS

- 8.1** This Agreement may only be amended in accordance with the following process:
- 8.1.1** An amendment may be proposed by either Party.
- 8.1.2** A proposed amendment must be in writing and include this entire Agreement, as then existing, and shall therein include a strike through of any language to be deleted and underline of any new language of the proposed amendment.
- 8.1.3** A proposed amendment shall contain:
- The Statement of Purpose, including a statement of how the Parties will be affected by the amendment;
- 8.1.4** The proposing Party shall also prepare and submit to the other Party the proposed amendment as above stated, together with an amended and reformed agreement form in the event the proposed amendment is approved.
- 8.1.5** An approved amended and reformed agreement shall be executed by each of the Parties.

SECTION 9 GENERAL PROVISIONS / SAVINGS CLAUSE

- 9.1 No Third-Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal

entity other than the Parties hereto.

- 9.2 Severability:** Should any term or provision of this Agreement, or the application thereof to any Party, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 9.3 Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original".
- 9.4 Captions:** The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 9.5 Choice of Law:** This Agreement shall be governed and interpreted by the laws of the state of Idaho.
- 9.6 Assignments:** No Party may assign this Agreement, or any interest therein, without written consent of the other Party; and in the event of assignment, this Agreement shall inure to and be binding upon the Parties hereto as well as their successors, assigns, departments and/or agencies.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their governing Boards caused this Agreement to be executed, and made it effective as hereinabove provided, this ____ day of _____, 2020.

DATED AND SIGNED this ____ day of _____, 2020.

CITY OF MIDDLETON

Signed: _____
Steve Rule, *Mayor*

ATTEST:

By: _____
Becky Crofts, *City Clerk*

DATED AND SIGNED this ____ day of _____, 2020.

CANYON COUNTY

By: _____
Pam White, Chairman/*Commissioner*

ATTEST:

By: _____
_____, *Deputy Clerk*

DRAFT

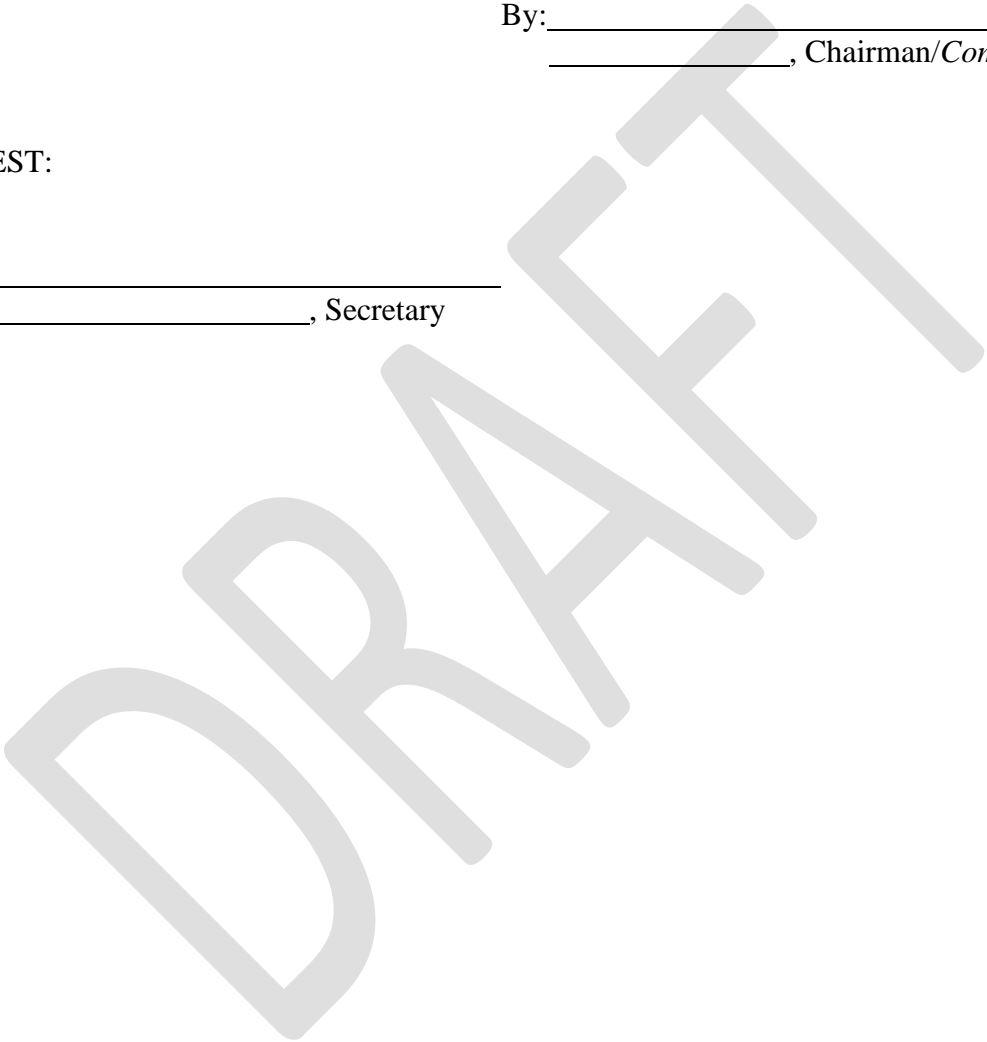
DATED AND SIGNED this ____ day of _____, 2020.

**GREATER MIDDLETON AREA
RECREATION DISTRICT**

By: _____
_____, Chairman/*Commissioner*

ATTEST:

By: _____
_____, Secretary



W:\Work\M\Middleton Greater Parks and Rec Dist 25613\Impact Fee Matters .002\Intergovernment and Joint Power Agreements\Interagency Admin Services Contract Revised 7 18 2020 WFG.docx

**CITY OF MIDDLETON
Canyon County, Idaho**

ORDINANCE No. 636

AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 20 TO TITLE 1 PROVIDING FOR GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES, PROVIDING FOR:

- **SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE;**
- **DEFINITIONS;**
- **IMPOSITION OF GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES;**
- **COLLECTION OF GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES;**
- **EXEMPTIONS;**
- **PROCESS FOR INDIVIDUAL ASSESSMENT;**
- **DEVELOPER CREDITS AND REIMBURSEMENTS;**
- **METHODOLOGY FOR CALCULATION OF PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES;**
- **EXTRAORDINARY IMPACTS;**
- **FEE PAYER REFUNDS;**
- **ESTABLISHMENT OF GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES JOINT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND - TRUST B and TRUST ACCOUNTS;**
- **USE AND EXPENDITURE OF GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES;**
- **APPEALS, PROTEST AND MEDIATION;**
- **PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLAN;**
- **ANNUAL AUDIT;**
- **THE JOINT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE;**
- **ENFORCEMENT AND COLLECTION;**
- **THE CITY AND COUNTY INTERGOVERNMENTAL AGREEMENT;**
- **MISCELLANEOUS PROVISIONS;**
- **PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE;**
- **CONSTRUCTION OF ORDINANCE INTENT; and**
- **PROVIDING AN EFFECTIVE DATE AND PUBLICATION.**

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

Section 1: That the Middleton City Code be and the same is hereby amended by addition of a new Chapter 20 to Title 1, to read as follows:

TITLE 1

CHAPTER 20

GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES

1-20-1: - SHORT TITLE, APPLICABILITY, FINDINGS AND PURPOSE:

- A. *Short title.* This Chapter shall be known and may be cited as the *Greater Middleton Area Recreation District Parks and Recreational Facilities Development Impact Fee Ordinance*.
- B. *Authority.* This ordinance is enacted pursuant to the City's general police powers, its authority to enact ordinances, and its authority as provided by the *Idaho Development Impact Fee Act* codified at Chapter 82 of Title 67, Idaho Code (the "Act") and other applicable laws of the state of Idaho to impose development impact fees; and the City's and the Board of Canyon County Commissioners' Authority to enter into an Intergovernmental Agreement as provided for in Idaho Code Section 67-8204A to impose, collect and expend development impact fees.
- C. *Applicability.* Except as otherwise exempted in section 1-20-5, these provisions shall apply to the Development of property located within the boundaries of the City of Middleton, Idaho.
- D. *Findings:*
 - 1. The City of Middleton (the "City") and Canyon County (the "County") are each governmental entities as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), each have ordinance authority to adopt a development impact fee ordinance; and
 - 2. Idaho Code Section 67-8204A, provides that the City and the County, when affected by development, each have the authority to enter into an intergovernmental agreement with each other for the purpose of developing joint plans for capital improvements and to collect and expend development impact fees for parks and recreational facilities systems improvements; and

3. The City is an Idaho municipal corporation whose city limits lie within the boundaries of the County and within the boundaries of the Greater Middleton Area Recreation District (the “District”) and has, pursuant to Idaho Code Section 50-1703(8), the authority to: *acquire, construct, reconstruct, extend, maintain or repair parks and other recreational facilities ; and*
4. The Board of Commissioners of the County has authority, pursuant to Idaho Code Section 31-806, *to purchase, lease, obtain by gift or accept by grant from private persons, corporations, the United States, the state of Idaho or other governmental agencies, real or personal property, within or without its territorial limits, and may hold, maintain, improve and operate the same for the use and purpose of a public park or public recreation, and it may dedicate property already owned by the county to a like purpose. This section shall not affect the right of a county to acquire property by proceedings in eminent domain; and*
5. The Greater Middleton Area Recreation District (the “District”) is a body politic and corporate formed and exists pursuant to Recreation District Law at Chapter 43 of Title 31, Idaho Code and boundaries include all area within the city limits of the City and areas surrounding the City in the northeastern part of and within the boundaries of the County and the District’s uses and purposes, pursuant to Idaho Code Section 31-4316, *to acquiring, providing, maintaining and operating public recreation centers, swimming facilities, pools, picnic areas, camping facilities, ball parks, handball courts, tennis courts, marine and snowmobile facilities, recreational pathways, ski areas, and golf courses and public transportation systems and facilities serving the district together with all related grounds, buildings, equipment and apparatus for the use of the residents of the district and the public generally.*
6. The City and County are both experiencing and are affected by considerable growth and development and in particular within the City and the area of the County that is within the boundaries of the District which growth and development are placing a greater demand upon and use of existing public park and public recreation facilities within the City and within the boundaries of the District that lie outside of the City and within the County; and

The purposes of the Act [Idaho Code Section 67-8202] are as follows:

- Ensure that adequate public facilities are available to serve new growth and development;

- Promote orderly growth and development by establishing uniform standards by which local governments, such as the City and the County, may require those who benefit from new growth and development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and development; and
- Establish minimum standards for adoption of development impact fee ordinances by cities and counties; and
- Ensure that those who benefit from new growth and Development are required to pay no more than their proportionate share of the cost of public facilities needed to serve that new growth and Development and to prevent duplicate and ad hoc development requirements; and
- To empower cities and counties to adopt ordinances to impose development impact fees.

7. *The Act:*

- Provides, pursuant to Idaho Code Section 67-8204A, in circumstances where the City and the County are both affected by the considerable growth and Development as is occurring within the City, and within the boundaries of the District that lie within the boundaries of the County may enter into the Intergovernmental Agreement for the purpose of agreeing to collect and expend development impact fees for System Improvements which provides for a new funding mechanism for those System Improvements Costs incurred by the City and the County to meet the demand and growth occurring within the City and within the boundaries of the District that lie within the boundaries of the County which promotes and accommodates orderly growth and development and protects the public health, safety and general welfare of the residences within the boundaries of the City and within the boundaries of the District that lie within the boundaries of the County.
8. New residential growth within the City and within the boundaries of the District that lie within the boundaries of the County imposes and will impose increasing and excessive demands upon the existing parks and recreational facilities.
9. The tax revenues generated from new residential Development within the City and within the boundaries of the District that lie within the boundaries of the County often do not generate sufficient funds to provide the necessary improvements and expansion of existing City and County parks and recreational Capital Facilities to accommodate for

that new growth within the City and within the boundaries of the District that lie within the boundaries of the County.

10. New growth within the City and within the boundaries of the District that lie within the boundaries of the County is expected to continue, and will place ever-increasing demands on the City and the County to provide and expand the City's and County's parks and recreational Capital Facilities to serve that new growth.
11. Section 67-8204A of the Act authorizes the City and the County to each adopt an impact fee system and to enter into the Intergovernmental Agreement with each other to offset, recoup, or reimburse the portion of the costs of needed improvements to the City's and County's parks and recreational Capital Facilities caused by new growth and Development in the City and within the boundaries of the District that lie within the boundaries of the County.
12. The creation of an equitable impact fee system facilitated by the Intergovernmental Agreement with the County, will promote the purposes set forth in the Act, in that it would: (a) ensure that adequate City and County parks and recreational Capital Facilities within the boundaries of the District that lie within the boundaries of the County are available to serve new growth and Development; (b) promote orderly growth and Development by establishing uniform standards by which the City and the County may require that those who benefit from new growth and Development pay a proportionate share of the cost of new City and County parks and recreational Capital Facilities needed to serve new growth and Development in the City and within the boundaries of the District that lie within the boundaries of the County; (c) establish minimum standards for the adoption of a parks and recreational Capital Facilities Impact Fees; (d) ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of City and County parks and recreational Capital Facilities needed to serve new growth and Development in the City; and (e) prevent duplicate and ad hoc Development requirements in the City and within the boundaries of the District that lie within the boundaries of the County.
13. The City and the County have formed the Joint Advisory Committee as required by Idaho Code Section 67-8205, and the Committee has performed the duties required of it pursuant to Idaho Code Sections 67-8205 and 67-8206(2). The City and the County intend that the Committee will continue to exist and perform those duties identified in Idaho Code Section 67-8205 that occur following the adoption of this *Greater Middleton Area Recreation District Parks and Recreational Facilities Development Impact Fee Ordinance*.

14. The City and the County have each planned for the improvement of Parks and Recreational Facilities Capital Facilities in the Capital Improvements Plan.
15. The creation of an equitable impact fee system by the City and the County will enable both the City and the County to accommodate new development, and would assist the City and the County to implement the capital improvements element of the Parks and Recreational Facilities Capital Improvements Plan.
16. In order to implement an equitable impact fee system for the City's parks and recreational facilities within the City and within the boundaries of the District that lie within the boundaries of the County, the City adopted by resolution and the County adopted by resolution the *Middleton Parks and Recreational Facilities Impact Fee Study and Capital Improvement Plan* (the "Capital Improvements Plan"). Galena Consulting was hired by the District to assist the Joint Advisory Committee in the preparation of the Study.
17. The methodology used in the Capital Improvements Plan, as applied through this Chapter, complies with all applicable provisions of Idaho law, including those set forth in Idaho Code Sections 67-8204(1), (2), (16) and (23), 67-8207 and 67-8209. The incorporation of the Capital Improvements Plan by reference satisfies the requirement in Idaho Code Section 67-8204(16) for a detailed description of the methodology by which the Parks and Recreational Facilities Impact Fees were calculated, and the requirement in Idaho Code Section 67-8204(24) for a description of acceptable levels of service for Parks and Recreational Facilities System Improvements.
18. In determining the proportionate share of System Improvements Costs, the Capital Improvements Plan has considered: (a) the cost of the existing System Improvements; (b) the means by which the existing System Improvements have been financed; (c) the extent to which the new Development will contribute to System Improvements Costs through taxation, assessment, or developer or landowner contributions, or has previously contributed to System Improvements Costs through developer or landowner contributions; (d) the extent to which the new Development is required to contribute to System Improvements Costs in the future; (e) the extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area or areas; (f) Extraordinary Costs, if any, incurred in serving the new Development; (g) the time and price differential inherent in a fair comparison of fees paid at different times; and (h) the availability of other sources of funding System



Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation and includes a plan for alternative sources of revenue.

19. The Capital Improvements Plan contains the Capital Improvements planned by the City and the County during the term of the Capital Improvements Plan, and such element has been developed in conformance with the requirements in Chapter 82 of Title 67, Idaho Code.
20. The Capital Improvements Plan sets forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the parks and recreational facilities Capital Facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development.
21. In accordance with Idaho Code, the Capital Improvements Plan was based on actual System Improvements Costs or reasonable estimates of such costs. In addition, the Capital Improvements Plan uses a fee calculation methodology that is net of credits for the present value of revenues that will be generated by new growth and Development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers.
22. The Greater Middleton Area Recreation District Parks and Recreational Facilities Impact Fees (the “Parks and Recreational Facilities Impact Fees”) established by this Chapter are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the Parks and Recreational Facilities Development Impact Fees.
23. The Parks and Recreational Capital Facilities included in the calculation of fees in the Capital Improvements Plan will benefit all new residential Development throughout the City and in the County that lies within the boundaries of the District, and it is therefore appropriate to treat all areas within the City and within the County that lie within the boundaries of the District as a single Service Area for purposes of calculating, collecting, and spending the Parks and Recreational Facilities Development Impact Fees collected from Developers.
24. There is both a rational nexus and a rough proportionality between Development impacts created by each type of Development covered by this Chapter, the development impact fees assessment of such

Development covered by this Chapter, and the development impact fees that such Developer will be required to pay.

25. This Chapter creates a system by which development impact fees paid by Developers will be used to finance, defray, or reimburse a portion of the costs incurred by the City and the County to construct and/or purchase System Improvements in ways that benefit the Development for which each development impact fee was paid within a reasonable period of time after the development impact fee is paid, and in conformance with Idaho Code Section 67-8210.
26. This Chapter creates a system under which development impact fees shall not be used to correct existing deficiencies for any Parks and Recreational Capital Facilities, or to replace or rehabilitate existing Parks and Recreational Capital Facilities, or to pay for routine operation or maintenance of those facilities.
27. This Chapter creates a system under which there shall be no double payment of development impact fees, in accordance with Idaho Code Section 67-8204(19).
28. This Chapter is consistent with all applicable provisions of the Act concerning development impact fee ordinances.

E. *Purpose.*

1. This Chapter is adopted to be consistent with, and to help implement the Capital Improvements Plan.
2. The intent of this Chapter is to ensure that new residential development bears a proportionate share of the cost of Parks and Recreational Facilities System Improvements; to ensure that such proportionate share does not exceed the cost of such System Improvements required to accommodate new Development; and to ensure that funds collected from new Development are actually used for System Improvements in accordance with the Act.
3. It is the further intent of this Chapter to be consistent with those principles for allocating a fair share of the cost of Parks and Recreational Facilities System Improvements to new Development, and for adopting development impact fee ordinances, established by the Act.
4. It is not the intent of this Chapter to collect any money from any new Development in excess of the actual amount necessary to offset new

demands for Parks and Recreational Facilities System Improvements created by such new Development.

5. It is the intent of this Chapter that any monies collected, as an imposed Parks and Recreational Facilities Development Impact Fee, are deposited in the Trust Accounts of the Trust Fund, are never commingled with monies from a different impact fee account, are never used for a development impact fee component different from that for which the fee was paid, are never used to correct current deficiencies in the Parks and Recreational Facilities, and are never used to replace, rehabilitate, maintain or operate any Parks and Recreational Facilities Capital Facilities.

1-20-2: - DEFINITIONS:

As used in this Chapter, the following words and terms shall have the following meanings, unless another meaning is plainly intended and words and terms appearing in the singular number includes the plural and the plural the singular:

ACT shall mean the Idaho Development Impact Fee Act as set forth in Chapter 82 of Title 67, Idaho Code.

APPROPRIATE shall mean to legally obligate by contract or otherwise commit to the expenditure of funds by appropriation or other official act of the City Council or by the Board of Commissioners.

BOARD OF COMMISSIONERS shall mean the Board of Commissioners of Canyon County, which is its governing board.

BUILDING PERMIT shall mean the permit required for foundations, new construction and additions pursuant to Middleton City Code § 4-1-1.

CAPITAL IMPROVEMENTS shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of Parks and Recreational Facilities Capital Facilities.

CAPITAL IMPROVEMENTS ELEMENT shall mean a component of the Capital Improvements Plan for parks and recreational facilities adopted by the City Council and the Board of Commissioners pursuant to Chapters 65 and 82 of Title 67, Idaho Code, and as amended, which component meets the requirements of the capital improvements plan required by the Act.

CAPITAL IMPROVEMENTS PLAN shall mean the Middleton Parks and Recreation District Impact Fee Study and Capital Improvements Plan recommended by the Joint Advisory Committee and adopted by the City Council and the Board of Commissioners pursuant to the Act that identifies Parks and Recreational Capital Facilities for which Parks and Recreational Facilities Development Impact Fees may be used as a funding source.

CITY shall mean the City of Middleton.

CITY ADMINISTRATOR shall mean the City Administrator or their designee.

CITY COUNCIL shall mean the City Council of the City of Middleton which is its governing body.

COUNTY shall mean the County of Canyon, state of Idaho.

COUNTY ADMINISTRATOR shall mean the County Administrator or their designee.

DEVELOPER shall mean any person or legal entity undertaking development within the City or within the County that lies within the boundaries of the District including a Development that seeks an annexation into the City and/or undertakes the subdivision of property pursuant to Idaho Code Sections 50-1301 through 50-1334, as amended.

DEVELOPMENT shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the annexation into the City and/or subdivision of property that would permit any change in the use, character or appearance of land.

DEVELOPMENT APPROVAL shall mean any written duly authorized document from the City which authorizes the commencement of a Development.

DEVELOPMENT REQUIREMENT shall mean a requirement attached to a Developmental approval or other City governmental action approving or authorizing a particular Development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land or money as condition of approval.

DISTRICT shall mean the Greater Middleton Area Recreation District.

DWELLING UNIT shall mean any structure, or portion thereof, providing living facilities for one family as herein defined, including provisions for living, sleeping, eating, cooking and sanitation.

EXTRAORDINARY COSTS shall mean those costs incurred as result of an extraordinary impact.

EXTRAORDINARY IMPACT shall mean an impact which is reasonably determined by the City Administrator to: (i) result in the need for Parks and Recreational Facilities System Improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by Idaho Code Section 67-8214(2), as amended; or (ii) result in the need for Parks and Recreational Facilities System Improvements which are not identified in the capital improvements plan.

FAMILY shall mean as the same is defined in the *MCC City of Middleton Zoning Ordinance*.

FEE PAYER shall mean the person who pays or is required to pay a Parks and Recreational Facilities Development Impact Fee. A fee payer may include a developer.

INTERGOVERNMENTAL AGREEMENT shall mean the *City of Middleton/Canyon County Intergovernmental Agreement to Develop Joint Plans for Capital Improvements and to Collect and Expend Development Impact Fees for Parks and Recreational Facilities Systems Improvements* entered into by and between the City and the County pursuant to Idaho Code Section 67-8204A for the collection and expenditure of Parks and Recreational Facilities Development Impact Fees established pursuant to this Chapter.

JOINT ADVISORY COMMITTEE shall mean the *Canyon/Middleton Parks and Recreation Joint Development Impact Fee Advisory Standing Committee* formed and staffed by the City and the County pursuant to Idaho Code Section 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.

LAND USE ASSUMPTIONS shall mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten (10) year period.

LEVEL OF SERVICE shall mean a measure of the relationship between service capacity and service demand for Public Facilities.

MANUFACTURED/MOBILE HOME shall mean a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in such structure, except that such term shall include any structure which meets all the requirements of this subsection

except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. §§ 5401 et seq.

MCC shall mean and refer to the Middleton City Code.

MODULAR BUILDING shall mean any building or building component other than a manufactured/mobile home, which is constructed according to the International Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

PARKS AND RECREATIONAL CAPITAL FACILITIES shall mean parks and recreational facilities and equipment which are identified in Exhibit III-2 of the Capital Improvements Plan, and specifically including those related costs including System Improvements Costs, but not including maintenance, operations, or improvements that do not expand their capacity.

PARKS AND RECREATIONAL FACILITIES JOINT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND [which includes a separate *Trust B City* and a separate *Trust A County*] of which Trust B City is established by the City Council pursuant to section 1-20-11 of this Chapter pursuant to Idaho Code Section 67-8210(1) into which all Greater Middleton Area Recreation District Parks and Recreational Facilities Development Impact Fees collected by the City shall be deposited and maintained and Trust A County is established by the Board of Commissioners pursuant to Section 11, Article 2 of Chapter 10, Canyon County Code of Ordinances by the Board of Commissioners pursuant to Idaho Code Section 67-8210(1) into which all Greater Middleton Area Recreation District Parks and Recreational Facilities Development Impact Fees collected by the County shall be deposited and maintained.

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEE shall mean a payment of money imposed as condition of Development Approval to pay for a proportionate share of the costs of Parks and Recreational Facilities System Improvements needed to serve the Development. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for Development;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the development; or
4. Amounts collected from a Developer in a transaction in which the City has incurred expenses in constructing Capital Improvements for the Development if

the owner or developer has agreed to be financially responsible for the construction or installation of those Capital Improvements, unless a written agreement is made, pursuant to Idaho Code Section 67-8209(3) as amended, for credit or reimbursement.

PRESENT VALUE shall mean the total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

PROJECT shall mean a particular Development on an identified parcel of land.

PROJECT IMPROVEMENTS, in contrast to System Improvements, shall mean site improvements and facilities that are planned and designed to provide service for a particular Development Project and that are necessary for the use and convenience of the occupants or users of the Project.

PROPORTIONATE SHARE shall mean that portion of System Improvements Costs determined pursuant to Idaho Code Section 67-8207 which reasonably relates to the service demands and needs of the Project.

PUBLIC FACILITIES shall mean land, buildings and equipment used for parks and or recreational facilities which have a useful life of ten (10) years or more.

RECREATIONAL VEHICLE shall mean a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

SERVICE AREA shall mean any defined geographic area within the City and within the District as identified by the City Council and the Board of Commissioners in which specific Public Facilities provide service to Development within the areas defined, on the basis of sound planning or engineering principles or both. For purposes of this Ordinance, there shall be one Service Area encompassing all of the City of Middleton and the area within the District within the County and outside of the City.

SERVICE UNIT shall mean a standardized measure of consumption, use, generation or discharge attributable to an individual unit of Development calculated in accordance with generally accepted engineering or planning standards for a particular category of Capital Improvements. As specifically used in this Ordinance, service units include all dwelling units intended for residential use development.

SYSTEM IMPROVEMENTS, in contrast to Project Improvements, shall mean Capital Improvements to Public Facilities which are designed to provide service to a Service Area. For the purpose of this Chapter, System Improvements are for Parks and Recreational Facilities Capital Facilities.

SYSTEM IMPROVEMENTS COSTS shall mean costs incurred for construction or reconstruction of Parks and Recreational Facilities System Improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in Idaho Code Section 50-1702(h), as amended, to provide additional Public Facilities needed to service new growth and Development. For clarification, System Improvements Costs do not include:

1. Construction, acquisition or expansion of Public Facilities other than Capital Improvements identified in the Capital Improvements Plan;
2. Improvements, repair, operation or maintenance of existing or new capital;
3. Upgrading, updating, expanding or replacing existing Capital Improvements to serve existing Development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding or replacing existing Capital Improvements to provide better service to existing Development;
5. Administrative and operating costs of the City unless such costs are attributable to Development of the Capital Improvements Plan, as provided in Idaho Code Section 67-8208, as amended; and
6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the City to finance Capital Improvements identified in the Capital Improvements Plan.

TRUST ACCOUNTS shall mean any of one or more interest bearing accounts within the Parks and Recreational Facilities Joint Development Impact Fee Capital Projects Trust Fund - Trust B City established in section 1-20-11 of this Chapter.

1-20-3: – IMPOSITION OF PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEE:

- A. *Imposition of Impact Fee.* The Parks and Recreational Facilities Development Impact Fee is hereby imposed on all new Development in the City.
- B. *Fee Schedule.* Parks and Recreational Facilities Development Impact Fee shall be calculated in accordance with the fee schedule set forth in Exhibit III-3 of the then current adopted Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the Development, unless (a) the Fee Payer requests an individual assessment pursuant

to section 1-20-6 of this Chapter; or (b) the City Administrator finds the Development will have an Extraordinary Impact pursuant to section 1-20-9 of this Chapter. The methodology for determining the costs per Service Unit provided for in the fee schedule is set forth in the Capital Improvements Plan.

- C. *Developer's Election.* A Developer shall have the right to elect to pay a project's proportionate share of System Improvements Costs by payment of Parks and Recreational Facilities Development Impact Fees according to the fee schedule as full and complete payment of the Development project's proportionate share of System Improvements Costs, except as provided in Idaho Code Section 67-8214(3), as amended.
- D. *Procedures:*
1. *Building Permit.* Upon submittal of complete building permit plans for the Development to the City, the City Administrator shall calculate the Parks and Recreational Facilities Development Impact Fee for the Development within thirty (30) days of submittal unless the Fee Payer requests an individual assessment or the City Administrator determines that the Development may have Extraordinary Impact.
 2. *Exemption.* An exemption pursuant to section 1-20-5A of this Chapter must be claimed by the Fee Payer upon application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer.

1-20-4: - COLLECTION OF PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEE:

- A. *Certification.* After the Parks and Recreational Facilities Development Impact Fee due for a proposed Development has been calculated by the City Administrator pursuant to the fee schedule attached to the Capital Improvements Plan using the individual assessment process, the Fee Payer may request from the City Administrator a certification of the amount of Parks and Recreational Facilities Development Impact Fee due for that Development. Within thirty (30) days after receiving such request, the City Administrator shall issue a written certification of the amount of the Parks and Recreational Facilities Development Impact Fees due for the proposed Development. Such certification shall establish the Parks and Recreational Facilities Development Impact Fees so long as there is no material change to the particular Development as identified in the individual assessment application, or the impact fee schedule attached to the Capital Improvements Plan. The certification shall include an explanation of the calculation of the Parks and Recreational Facilities Development Impact Fees including an explanation of factors considered under Idaho Code Section 67-8207 and shall also specify the System Improvement(s) for which the Parks and Recreational Facilities Development Impact Fee is intended to be used. If the Impact Fee is calculated by

- the City pursuant to the fee schedule, the City Administrator shall provide the certification to the Fee Payer. If the Impact Fee is determined by the City Administrator following an individual assessment of the fee, the City Administrator shall provide the certification to the Fee Payer.
- B. *Payment of Fees.* The Parks and Recreational Facilities Development Impact Fee shall be paid to the City at the following times:
1. If a Building Permit or manufactured/mobile home installation permit is required, then at the time before the permit is issued;
 2. If no Building Permit or manufactured/mobile home installation permit is required, then at the time that construction commences; or
 3. At such other time as the Developer and the City Administrator have agreed upon in writing.
- C. All Parks and Recreational Facilities Development Impact Fees paid to the City shall then be accounted for and deposited into the Parks and Recreational Facilities Joint Development Impact Fee Capital Projects Trust Fund Trust B City on at least a once-a-month basis.

1-20-5: - EXEMPTIONS:

- A. *Exemptions.* The provisions of this Chapter shall not apply to the following:
1. Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;
 2. Remodeling or repairing a structure which does not increase the number of service units;
 3. Replacing a residential unit, including a manufactured/mobile home, with another residential unit on the same lot; provided that, the number of service units does not increase;
 4. Placing a temporary construction trailer or office on a lot;
 5. Constructing an addition on a residential structure which does not increase the number of service units;
 6. Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of System Improvements; or

7. The installation of a modular building, manufactured/mobile home or recreational vehicle if the Fee Payer can demonstrate by documentation such as utility bills and tax records that either: (a) a modular building, manufactured/mobile home or recreational vehicle was legally in place on the lot or space prior to the effective date of this Chapter; or (b) a Parks and Recreational Facilities Development Impact Fees have been paid previously for the modular building, manufactured/mobile home or recreational vehicle on that same lot or space.
- B. *Exemption Claim Process:* An exemption from a Parks and Recreational Facilities Development Impact Fees must be claimed on the Application by the Developer (Fee Payer) upon submitting their application for a Building Permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the Fee Payer. Applications for exemption shall be determined by the City Administrator within ninety (90) days of receipt of the claim for exemption.

1-20-6: - INDIVIDUAL ASSESSMENT PROCESS:

- A. In lieu of calculating the amount of the Parks and Recreational Facilities Development Impact Fee using the impact fee schedules in MCC § 1-20-3 of this chapter, an individual assessment of Impact Fees is permitted.
1. **INDIVIDUAL ASSESSMENT PROCESS.** A Fee Payer may file a written request for an individual assessment of the Development by the Administrator prior to the receipt of a building permit or other necessary approvals or entitlements from the City. A request for an individual assessment process shall involve consideration of studies, data, and any other relevant information submitted by the Fee Payer to adjust the amount of the Parks and Recreational Facilities Development Impact Fee.
 2. Each individual assessment request and supporting documentation submitted by the Fee Payer shall be based on the same level of service standards and unit costs for System Improvements used in the applicable Capital Improvements Plan, shall use an average cost (not a marginal cost) methodology, and shall document the relevant methodologies and assumptions used.
 3. Each individual assessment request delivered to the Administrator may then be accepted, rejected, or accepted with modifications by the Administrator as the basis for calculating the Parks and Recreational Facilities Development Impact Fee. The criteria for acceptance, rejection or acceptance with modifications shall be whether the individual assessment is a more accurate measure of demand for System Improvements element(s) created by the proposed Development, or the costs of those facilities, than the applicable fee shown in the fee schedule, based on the standards in Section 67-8207, Idaho Code.

4. The Administrator shall issue a written decision within thirty (30) days following receipt of a completed request for individual assessment together with all supporting information from the Fee Payer, so as not to unreasonably delay the Developer's (Fee Payer's) subsequent applications to the City for Building Permits.
5. The decision by the Administrator on an application for an individual assessment shall include an explanation of the calculation of the Parks and Recreational Facilities Development Impact Fee, shall specify the System Improvement(s) for which the Parks and Recreational Facilities Development Impact Fee is intended to be used, and shall include an explanation of those factors identified in Idaho Code § 67 8207.
6. If an individual assessment is accepted or accepted with modifications by the Administrator then the Parks and Recreational Facilities Development Impact Fee due under this Article for such Development shall be calculated according to such individual assessment.
7. The Fire District Administrator shall provide notice of final determination of an individual assessment to the Developer (Fee Payer) and the City.

1-20-7: - DEVELOPER CREDITS AND REIMBURSEMENT:

- A. *Credits to be Issued.* When a Developer or their predecessor in title or interest has constructed System Improvements of the same category as a Parks and Recreational Facilities Capital Improvements Element, or contributed or dedicated land or money towards the completion of System Improvements of the same category as a Parks and Recreational Facilities Capital Improvements Element, and the City has accepted such construction, contribution or dedication, the City shall issue a credit against the Parks and Recreational Facilities Development Impact Fees otherwise due for the same Parks and Recreational Facilities Capital Improvements Element in connection with the proposed Development, as set forth in this section, credit shall be issued regardless of whether the contribution or dedication to System Improvements was required by the City as a condition of Development Approval or was offered by the Developer and accepted by the City in writing, and regardless of whether the contribution or dedication was contributed by the Developer or by a local improvement district controlled by the Developer.
- B. *Limitations.* Credits against a Parks and Recreational Facilities Development Impact Fees shall not be given for: (a) Project Improvements; or (b) any construction, contribution or dedication not agreed to in writing by the City prior to commencement of the construction, contribution, or dedication. Credits issued

for one Parks and Recreational Facilities Capital Improvements Element may not be used to reduce Parks and Recreational Facilities Development Impact Fees due for a different capital improvement. No credits shall be issued for System Improvements contributed or dedicated prior to the effective date of this Chapter. Prior contributions may only be taken into account pursuant to an individual assessment.

C. *Valuation of Credit at Present Value:*

1. *Land.* Credit for qualifying land dedications shall, at the Fee Payer's option, be valued at the present value of: (a) one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor; or (b) that fair market value established by a private appraiser acceptable to the City in an appraisal paid for by the Fee Payer.
2. *Improvements.* Credit for qualifying acquisition or construction of System Improvements shall be valued by the City at the present value of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the Fee Payer to the City Administrator. The City Administrator shall determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the City as a more accurate measure of the value of the offered System Improvements to the City.

D. *When Credits Become Effective:*

1. *Land.* Approved credits for land dedications shall become effective when the land has been conveyed to the City in a form acceptable to the City, at no cost to the City, and has been accepted by the City. Upon request of the Fee Payer, the City shall issue a letter stating the amount of credit available.
2. *Improvements.* Approved credits for acquisition or construction of System Improvements shall generally become effective when (a) all required construction has been completed and has been accepted by the City, (b) a suitable maintenance and warranty bond has been received and approved by the City, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the City and the state of Idaho. Upon request of the Fee Payer, the City shall issue a letter stating the amount of credit available.

E. *Credit Request Procedures:*

1. *Request.* In order to obtain a credit against Parks and Recreational Facilities Development Impact Fees otherwise due, a Fee Payer shall submit to the

City a written offer of request to dedicate to the City specific parcels of qualifying land or a written offer to contribute or construct specific System Improvements to the Parks and Recreational Capital Facilities in accordance with all applicable State or City design and construction standards, and shall specifically request a credit against the type of Parks and Recreational Facilities Development Impact Fees for which the land dedication or System Improvements is offered.

2. *Review.* After receipt of the written offer of request for credit, the City Administrator shall review the request and determine whether the land or System Improvements offered for credit will reduce the costs of providing Parks and Recreational Facilities Capital Facilities by an amount at least equal to the value of the credit. If the City Administrator determines that the offered credit satisfies that criteria and will be acceptable to the City Council, then the credit shall be issued. The City shall complete its review and determination of an application within thirty (30) days after receipt of an application for credit.
3. *Credits Exceeding Fee Amounts Due.* If the credit due to a Fee Payer pursuant to subsection 1-20-7D of this Chapter exceeds the Parks and Recreational Facilities Development Impact Fees that would otherwise be due from the Fee Payer pursuant to this Chapter (whether calculated through the fee schedule attached to the Capital Improvement Plan or through an individual assessment), the Fee Payer may choose to receive such credit in the form of either: (a) a credit against future Parks and Recreational Facilities Development Impact Fees due for the same System Improvements; or (b) a reimbursement from Parks and Recreational Facilities Development Impact Fees paid by future Development that impacts the System Improvements contributed or dedicated by the Fee Payer. Unless otherwise stated in an agreement with the Fee Payer, the City shall be under no obligation to use any City funds - other than Parks and Recreational Facilities Development Impact Fees paid by other Development for the same System Improvements - to reimburse the Fee Payer for any credit in excess of Parks and Recreational Facilities Development Impact Fees that are due.
4. *Written Agreement Required.* If credit or reimbursement is due to the Fee Payer pursuant to this section, the City shall enter into a written agreement with the Fee Payer, negotiated in good faith, prior to the contribution, dedication, or funding of the System Improvements giving rise to the credit. The agreement shall provide for the amount of credit or the amount, time and form of reimbursement, and shall have a term not exceeding ten (10) years.
5. The City Administrator's determination on the written offer of request for credit shall be provided to the Fee Payer.

1-20-8: - METHODOLOGY FOR THE CALCULATION OF PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES:

A. General Provisions:

1. *Accounting Principles.* The calculation of the Parks and Recreational Facilities Development Impact Fees shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in an incidental benefit to owners or Developers within the service area other than the Fee Payer.
2. *Levels of Service.* The Parks and Recreational Facilities Development Impact Fees shall be calculated on the basis of levels of service for Public Facilities adopted in this Chapter that are applicable to existing Development as well as new growth and Development. The construction, improvement, expansion or enlargement of new or existing Public Facilities for which the Parks and Recreational Facilities Development Impact Fees is imposed must be attributable to the capacity demands generated by the new Development.

B. Methodology; Proportionate Methodology. The Parks and Recreational Facilities Development Impact Fees shall not exceed a proportionate share of the cost of the System Improvements determined in accordance with Idaho Code Section 67-8207, as amended. Parks and Recreational Facilities Development Impact Fees shall be based on actual System Improvements Costs or reasonable estimates of such costs. The amount of the Parks and Recreational Facilities Development Impact Fees shall be calculated using the methodology contained in the Capital Improvements Plan.

C. Proportionate Share Determination:

1. Parks and Recreational Facilities Development Impact Fees shall be based on a reasonable and fair formula or method under which the Parks and Recreational Facilities Development Impact Fees imposed does not exceed a proportionate share of the costs incurred or to be incurred by the City in the provision of System Improvements to serve the new Development. The proportionate share is the costs attributable to the new Development after the City considers the following:
 - a. Any appropriate credit, offset or contribution of money, dedication of land or construction of System Improvements;
 - b. Payments reasonably anticipated to be made by or as a result of a new Development in the form of user fees and debt service payments;

- c. That portion of general tax or other revenues allocated by the City to System Improvements; and
 - d. All other available sources of funding such System Improvements.
2. In determining the proportionate share of the cost of System Improvements to be paid by the Developer, the following factors shall be considered by the City and accounted for in the calculation of the Parks and Recreational Facilities Development Impact Fees:
- a. The costs of existing System Improvements within the Service area;
 - b. The means by which existing System Improvements have been financed;
 - c. The extent to which the new Development will contribute to System Improvements Costs through taxation, assessments, or developer or landowner contributions, or has previously contributed to System Improvements Costs through Developer or landowner contributions;
 - d. The extent to which the new development is required to contribute to the cost of existing System Improvements in the future;
 - e. The extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area;
 - f. Extraordinary costs, if any, incurred in serving the new Development;
 - g. The time and price differential inherent in a fair comparison of fees paid at different times; and
 - h. The availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers and special taxation.

1-20-9: - EXTRAORDINARY IMPACTS:

- A. In the event the City Administrator makes an initial determination that Development may impose Extraordinary Impact, the City Administrator shall then review and determine whether or not the Development application will impose Extraordinary Impact.
- B. If the City Administrator determines that a proposed Development generates Extraordinary Impact that will result in extraordinary Systems Improvements

- Costs, the City Administrator will notify the Fee Payer of such Parks and Recreational Facilities Development Impact Fees determination within thirty (30) days after City Administrator's receipt of the Development Application. Such notice shall include a statement that the potential impacts of such Development on System Improvements are not adequately addressed by the Capital Improvements Plan, and that a supplemental study, at the Fee Payer's expense will be required.
- C. Circumstances that may lead to a determination of Extraordinary Impact include, but are not limited to: (a) an indication the assumptions used in the Capital Improvements Plan underestimate the level of activity or impact on Parks and Recreational Facilities Capital Facilities from the proposed Development or activity.
 - D. Within thirty (30) days following the designation of a Development with Extraordinary Impact, the City Administrator shall meet with the Fee Payer to discuss whether the Fee Payer wants to: (a) pay for the supplemental study necessary to determine the System Improvements Costs related to the proposed Development; (b) modify the proposal to avoid generating Extraordinary Impact; or (c) withdraw the application for certification, Building Permit or Development approval.
 - E. If the Fee Payer agrees to pay for the supplemental study required to document the proposed Development's proportionate share of System Improvements Costs, then the City Administrator and the Fee Payer shall jointly select an individual or organization acceptable to both to perform such study. The Fee Payer shall enter into a written agreement with such individual or organization to pay the costs of such study. Such agreement shall require the supplemental study to be completed within thirty (30) days of such written agreement, unless the Fee Payer agrees to a longer time.
 - F. Once the study has been completed, the Fee Payer may choose to: (a) pay the proportionate share of System Improvements Costs documented by the supplemental study; or (b) modify the proposed Development to reduce such costs; or (c) withdraw the application. If the Fee Payer agrees to pay the System Improvements Costs documented in the supplemental study, that agreement shall be reduced to writing between the City and the Fee Payer prior to review and consideration of any application for any Development approval or Building Permit related to the proposed Development.
 - G. Notwithstanding any agreement by the Fee Payer to pay the proportionate share of System Improvements Costs documented by the supplemental study, nothing in this ordinance shall obligate the City to approve Development that results in an Extraordinary Impact to the City.

1-20-10: - FEE PAYER REFUNDS:*A. Duty to Refund:*

1. Parks and Recreational Facilities Development Impact Fees shall be refunded to the Fee Payer, or to a successor in interest, in the following circumstances:
 - a. Service is available but never provided;
 - b. A Building Permit, or permit for installation of a manufactured home, is denied by the City or abandoned;
 - c. The Fee Payer pays Parks and Recreational Facilities Development Impact Fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the City was entitled to receive;
 - d. The City has collected a Parks and Recreational Facilities Development Impact Fees and the City has failed to Appropriately or expend the collected fees pursuant to section below; or
 - e. Failure of the City to commence construction or encumber the fund in the Parks and Recreational Facilities Development Impact Fees Capital Projects Trust Fund.
2. Any Parks and Recreational Facilities Development Impact Fees paid shall be refunded if the City has failed to commence construction of System Improvements in accordance with this Chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the City. Any refund due shall be paid to the owner of record of the parcel for which the Parks and Recreational Facilities Development Impact Fees was paid. The City may hold Parks and Recreational Facilities Development Impact Fees for longer than eight (8) years if the City identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the City complies with the previous sentence, then any Parks and Recreational Facilities Development Impact Fees so identified shall be refunded to the Fee Payer if the City has failed to commence construction of System Improvements in accordance with the

written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.

3. *No Refund Due for Subsequent Reduction in Size of Development or Service Units.* After a Parks and Recreational Facilities Development Impact Fees has been paid pursuant to this Chapter and after a certificate of occupancy has been issued by the City, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.
4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in Idaho Code Section 28-22-104 from the date on which the fee was originally paid.
5. *Timing.* The City shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the City shall send the refund to the owner of record within ninety (90) days after the City determines that a refund is due.

1-20-11: - ESTABLISHMENT OF *Parks and Recreational Facilities Joint Development Impact Fee Capital Projects Trust Fund - Trust B* AND TRUST ACCOUNTS:

- A. The *PARKS AND RECREATIONAL FACILITIES JOINT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND - TRUST B CITY* established by the City (“Trust B City”) will be maintained by the City and the *PARKS AND RECREATIONAL FACILITIES JOINT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND - TRUST A COUNTY* established by the County will be maintained by the County each for the purpose of ensuring that all Parks and Recreational Facilities Development Impact Fees collected by the City and by the County are used to address impacts reasonably attributable to new Development for which the Parks and Recreational Facilities Development Impact Fees are paid. All funds in *Trust B City* Trust Accounts shall be maintained in an interest-bearing account. The interest earned on each Trust Account pursuant to Idaho Code Section 67-8210(1) shall not be governed by Idaho Code Section 57-127, as amended, but shall be considered funds of the Trust Accounts and shall be subject to the same restrictions on uses of funds as the Parks and Recreational Facilities Development Impact Fees on which the interest is generated.
- B. *Deposit of Parks and Recreational Facilities Development Impact Fees.* All monies paid by a Fee Payer, pursuant to this Chapter, shall be identified as Parks and Recreational Facilities Development Impact Fees and shall be promptly

deposited by the City Administrator in the appropriate Accounts of the Trust B City.

- C. *Trust B City funds not City Funds:* Funds, which are part of and accounted for by the as accounts of the Trust B City Fund are not City funds and not a part of the City's budget or the financial statement of City funds but are held in trust in accordance with the terms and conditions of Idaho Law, the Ordinance and the Intergovernmental Agreement and subject to appropriation and expenditure by the City as provided by this Chapter and the Intergovernmental Agreement.
- D. *Trust B City Administration:* The City Administrator administers Trust B City in accordance with the following:
1. Establish a separate account for each Parks and Recreational Facilities Development Impact fee collected. The Trust B City shall be divided into separate accounts, one for each Parks and Recreational Facilities Development Impact Fee collected.
 2. Each separate account shall be designated by the last two digits of the year, month and date the Fee was collected, the name of the Fee Payer and county assessor parcel number (i.e. 18/5/1- Smith - Canyon Parcel No. _____).
 3. Each separate account shall be additionally designated; in the event it was paid under protest (i.e. UP) or is the subject of a claim for refund or reimbursement (i.e. CR).
 4. All funds in all accounts in the Trust B City shall be maintained in an interest-bearing account. The interest earned on each Account pursuant to Idaho Code Section 67-8210(1) shall not be governed by Idaho Code Section 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of collected Parks and Recreational Facilities Development Impact Fees on which the interest is generated.
 5. *First-in/First-out.* All funds in each account shall be spent in the order collected, on a first-in/first-out basis.
 6. *Financial Records.* Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, that shall account for all monies received, that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting for each Trust B City Account showing the source and amount of all funds collected and the projects that were funded.

7. *Expenditures from the Trust B City:* The expenditure of Parks and Recreational Facilities Development Impact Fees collected and deposited to Trust B City shall be subject to approval by the City Council and made in accordance with the following:
- a. Accounts which are the subject of a Fee Payer protest or a claim for refund or reimbursement, or Accounts in which the payment was based upon miscalculation shall not be expended until resolution of the protest, claim, or miscalculation. Expenditures shall thereafter be made in accordance with the final action on the protest, claim, or miscalculation.
 - b. Accounts are subject to a refund in the event the City fails to commence construction of System Improvements in accordance with the Ordinance, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the City. The City may hold Parks and Recreational Facilities Development Impact Fees for longer than eight (8) years if the City identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the City complies with the previous sentence, then any Parks and Recreational Facilities Development Impact Fees so identified shall be refunded to the Fee Payer if the City has failed to commence construction of System Improvements in accordance with the written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.
 - c. Any refund due from these accounts shall be paid to the then owner of record of the parcel for which the Parks and Recreational Facilities Development Impact Fees were paid.
 - d. In accordance with the First-In/First-Out basis, above stated, expenditures shall be made from accounts in payment for Systems Improvements Costs incurred by the City for the category of System Improvements within or for the benefit of the Service Area within the County which were Capital Improvements Costs to create additional improvements to serve new growth.
 - e. For each account, a surcharge shall be imposed for the collection of Parks and Recreational Facilities Development Impact Fees, as identified in the Capital Improvements Plan, which surcharge does not exceed the Development's Proportionate Share of the cost of preparing the Capital Improvements Plan.

- E. *City Budget Requirement of Trust B City Expenditures:* In the event the City intends to commence construction of System Improvements which are the subject of the Capital Improvements Plan and the Ordinance and the City intends to use funds held in the Trust B City to pay System Improvements Costs, it shall include in the fiscal year budget, as a separate income line item and expense appropriation, the anticipated amount of Trust Funds intended to be used for such construction.
- F. *Trust B City Audit:* As part of the City's annual audit process it shall prepare an annual report: (a) describing the amount of all Parks and Recreational Facilities Development Impact Fees collected, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Parks and Recreational Facilities Development Impact Fees collected, appropriated or spent for System Improvements during the preceding fiscal year by Systems Improvements category of District Capital Facilities.

1-20-12: - EXPENDITURE OF PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES:

- A. Expenditures of Parks and Recreational Facilities Development Impact Fees collected and deposited in the Trust Fund shall be made only for System Improvements within the Service Area for which the Impact Fee was collected in accordance with the Capital Improvements Plan.
- B. *Capital Improvements Plan Reimbursement; Surcharge.* A portion of each Impact Fee collected shall be designated as a surcharge for reimbursement of the City for the cost of preparing the Capital Improvements Plan in accordance with Idaho Code Section 67-8208. The surcharge shall not exceed the Development's proportionate share of the cost of preparing the Capital Improvements Plan.

1-20-13: - APPEALS, PROTEST AND MEDIATION:

- A. *Appeals.* Any Fee Payer that is or may be obligated to pay a Parks and Recreational Facilities Development Impact Fee, or that claims a right to receive a refund, reimbursement, exemption or credit under this Chapter, and who is dissatisfied with a decision made either by the City Administrator in applying this Chapter, may appeal such decision to the City Council.
- B. The Fee Payer shall have the burden on appeal of demonstrating that the decision was in error.
- C. In order to pursue the appeal described in this subsection, the Fee Payer shall file a written notice of the appeal with the City within thirty (30) days after the date of the City Administrator's decision, or the date on which the Fee Payer submitted a

- payment of the Parks and Recreational Facilities Development Impact Fee under protest, whichever is later. Such written application shall include a statement describing why the Fee Payer believes that the appealed decision was in error, together with copies of any documents that the Fee Payer believes support the claim.
- D. Appeals of the City Administrator's decisions shall be filed with the City Clerk and a copy provided to the City Administrator.
- E. The City Council shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The Fee Payer shall have a right to be present and to present evidence in support of the appeal. The City Administrator who made the decision under appeal or their representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the City Council in considering the appeal shall be whether: (a) the decision or interpretation made by the City Administrator; or (b) the alternative decision or interpretation offered by the Fee Payer, more accurately reflects the intent of this Chapter that new development in the City pay its proportionate share of the costs of system improvements to Parks and Recreational Facilities necessary to serve new development and whether the provisions of this Chapter has been correctly applied. The City Council shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.
- F. *Payment Under Protest.* A Fee Payer may pay a Parks and Recreational Facilities Development Impact Fee under protest in order not to delay in the issuance of a Building Permit by the City. A Fee Payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such Fee Payer be estopped from receiving a refund of any amount deemed to have been illegally collected.
- G. *Mediation.*
1. Any Fee Payer that has a disagreement with the City Administrator regarding a Parks and Recreational Facilities Development Impact Fee Determination that is or may be due for a proposed Development pursuant to this Chapter, may enter into a voluntary agreement with the City to subject the disagreement to mediation by a qualified independent party acceptable to both the Fee Payer and the City.
 2. Mediation may take place at any time following the filing of a timely appeal pursuant to section 1-20-13C of this Chapter, or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to section 1-20-13C of this Chapter.

3. Participation in mediation does not preclude the Fee Payer from pursuing other remedies provided for in this section.
4. If mediation is requested, any related mediation costs shall be shared equally by the Fee Payer and the City and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.
5. In the event that mediation does not resolve the issues between the City and the Fee Payer, the Fee Payer retains all rights to seek relief from a court of competent jurisdiction.

1-20-14: - PERIODIC REVIEWS:

- A. *Review and Modification of Capital Improvements Plan.* Unless the City and the Board of Commissioners deems some other period is appropriate, the City Council and the Board of Commissioners shall, at least once every five (5) years, commencing from the date of the original adoption of the Capital Improvements Plan, review the Development potential and update the Capital Improvements Plan in cooperation with the County and in accordance with the procedures set forth in Idaho Code Section 67-8206, as amended. Each update shall be prepared by the City Administrator and the County Administrator in consultation with the Joint Advisory Committee.
- B. *Annual review.* The City shall annually adopt a capital budget.

1-20-15: - AUDIT:

As part of its annual audit process, the City shall prepare an annual report: (a) describing the amount of all Parks and Recreational Facilities Development Impact Fees collected, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Parks and Recreational Facilities Development Impact Fees collected, appropriated or spent for System Improvements during the preceding year by Systems Improvements category of Parks and Recreational Capital Facilities.

1-20-16: – JOINT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE

- A. *Committee Created:* A joint standing committee of the City Council and the Board of Commissioners is established.

- B. *Committee Name:* The Joint Standing Committee is known and shall continue to be known and designated as the “*City of Middleton/Canyon County Joint Parks and Recreational Facilities Development Impact Fee Advisory Standing Committee*” [hereinafter in this Chapter referred also as “*Joint Advisory Committee*” or “*Committee*”].
- C. *Membership:* The members on the Joint Advisory Committee shall be appointed by the City Council and by the Board of Commissioners for a term of one (1) year or until someone is appointed in his/her place, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and at least two (2) or more members shall not be employees or officials of the City or the County.
1. The members will be appointed during the January regular meeting of the City Council and the Board of Commissioners.
 2. Any vacancy occurring on the Committee during the year may be filled during the year, by appointment of the City Council and the Board of Commissioners.
- D. *Charge:* The Joint Advisory Committee shall serve as an advisory committee to the City Council and the Board of Commissioners and is charged with the following responsibilities:
1. Assist the City and the County in adopting land use assumptions; and
 2. Review the Capital Improvements Plan; and
 3. Monitor and evaluate implementation of the Capital Improvements Plan;
 4. File with the City Administrator and the County Administrators, and the City Clerk and the County Clerk, at least annually, with respect to the Capital Improvements Plan, a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Parks and Recreational Facilities Development Impact Fees;
 5. Advise the City Council and the Board of Commissioners of the need to update or revise land use assumptions, Capital Improvements Plan and Parks and Recreational Facilities Development Impact Fees; and
 6. The City shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan.
- E. *Joint Advisory Committee Organization:* The City Administrator and the County Administrator shall staff the Joint Advisory Committee in order to provide the

Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].

1. The Joint Advisory Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.
 2. The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.
 3. The City Administrator or the County Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.
 4. The Committee shall establish a regular meeting schedule.
 5. The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City Council and the Board of Commissioners.
 6. Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.
 7. A majority vote of those present at any meeting is sufficient to carry motions.
- F. *Reporting:* The Joint Advisory Committee reports directly to the City Council and to the Board of Commissioners.
- G. *City Council and Board of Commissioners Review of Committee's Report and Recommendations:* The City Council and the Board of Commissioners shall each consider the Joint Advisory Committee's recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee's recommendations and the City Council's and Board of Commissioners' actions are intended to ensure that the benefits to a Development paying Parks and Recreational Facilities Development Impact Fees are equitable, so that the Parks and Recreational Facilities Development Impact Fees charged to the Development shall not exceed a proportionate share of System Improvements Costs, and that the procedures for administering Parks and Recreational Facilities Development Impact Fees remain efficient.

1-20-17: - ENFORCEMENT AND COLLECTION:

- A. When any Parks and Recreational Facilities Development Impact Fees is due pursuant to this Chapter, or pursuant to the terms of any written agreement

between a Fee Payer and the City, and such Parks and Recreational Facilities Development Impact Fees have not been paid in a timely manner, the City Administrator may exercise any or all of the following powers as applicable to their authority, in any combination, to enforce the collection of the Parks and Recreational Facilities Development Impact Fees:

1. Withhold Building Permits, manufactured home installation permits, or other City Development Approval related to the Development for which the Parks and Recreational Facilities Development Impact Fees is due until all Parks and Recreational Facilities Development Impact Fees due have been paid, and issue stop work orders, and revoke or suspend a Building Permit.
2. Withhold utility services from the Development for which the Parks and Recreational Facilities Development Impact Fees is due until all Parks and Recreational Facilities Development Impact Fees due have been paid; and
3. Add interest to the Parks and Recreational Facilities Development Impact Fees not paid in full at the legal rate provided for in Idaho Code Section 28-22-104, as amended, plus five percent (5%) beginning on the date at which the payment of the Parks and Recreational Facilities Development Impact Fees was due until paid in full.
4. Impose a penalty of five percent (5%) of the total Parks and Recreational Facilities Development Impact Fees (not merely the portion dishonored, late or not paid in full) per month beginning on the date at which the payment of the Parks and Recreational Facilities Development Impact Fees was due until paid in full.
5. Impose a lien pursuant to the authority of Idaho Code Section 67-8213(4) for failure to timely pay a Parks and Recreational Facilities Development Impact Fees following the procedures contained in Idaho Code Title 45, Chapter 5.

1-20-18: - CITY/COUNTY INTERGOVERNMENTAL AGREEMENT:

- A. The City and the County are both governmental entities that are empowered by the Act to adopt development impact fee ordinances and as such is authorized, by Idaho Code Section 67-8204A, to enter into the Intergovernmental Agreement with each other for the purpose of agreement to collect and expend Parks and Recreational Facilities Development Impact Fees for System Improvements as provided in this Chapter.
- B. The City and the County have entered into the Intergovernmental Agreement which is in full force and effect.

- C. The Intergovernmental Agreement complies with this Chapter and requires each to have a parks and recreational facilities development impact fee ordinance as provided in this Chapter.
- D. Any amendments of the Intergovernmental Agreement shall be implemented by corresponding relevant amendments of this Chapter which amendments shall not apply to any Parks and Recreational Facilities Development Impact Fees then not expended and currently held in the Trust Fund.

1-20-19: - MISCELLANEOUS PROVISIONS:

- A. Nothing in this Chapter shall prevent the City from requiring a Developer to construct reasonable Project Improvements, as are required by the building codes and other rules that are adopted by the City or the state of Idaho, that apply to the Development.
- B. Nothing in this Chapter shall be construed to prevent or prohibit private agreements between property owners or developers, the Idaho Transportation Department and governmental entities in regard to the construction or installation of System Improvements or providing for credits or reimbursements for System Improvements Costs incurred by a Developer including inter-project transfers of credits or providing for reimbursement for Project Improvements which are used or shared by more than one (1) Development project.
- C. Nothing in this Chapter shall obligate the City to approve Development which results in an Extraordinary Impact.
- D. Nothing in this Chapter shall obligate the City to approve any Development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in this Chapter.
- E. Nothing in this Chapter shall be construed to create any additional right to develop real property or diminish the City in regulating the orderly development of real property within its boundaries.
- F. Nothing in this Chapter shall work to limit the use by the City of the power of eminent domain or supersede or conflict with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.
- G. Nothing herein shall restrict or diminish the power of the City to annex property into its territorial boundaries or exclude property from its territorial boundaries upon request of a developer or owner, or to impose reasonable conditions thereon, including the recovery of Project or System Improvements Costs required as a result of such voluntary annexation.

- H. The City shall develop a plan for alternative sources of revenue, which shall include but not necessarily be limited to plans generated during the City's annual budget process, lobbying efforts, tax increment financing, and implementation of user fees, administrative and regulatory fees and other forms of revenue.
- I. Notwithstanding any other provision of this Chapter, that portion of a Project for which a complete application for a Building Permit has been received by the City, prior to the effective date of this Chapter, shall not be subject to the Parks and Recreational Facilities Development Impact Fees imposed by this Chapter. If the resulting Building Permit is later revised or replaced after the effective date of the ordinance codified in this Chapter, and the new Building Permit(s) reflects a development density, intensity, development size or number of units more than ten percent (10%) higher than that reflected in the original Building Permit, then the Parks and Recreational Facilities Development Impact Fees may be charged on the difference in density, intensity, development size or number of units between the original and the revised or replacement Building Permit.
- J. Any monies, including any accrued interest not assigned to specific System Improvements within such Capital Improvements Plan and not expended pursuant to section 1-20-12 of this Chapter or refunded pursuant to section 1-20-10 of this Chapter shall be retained in the same account until the next City fiscal year.
- K. If the City discovers an error in the Capital Improvements Plan that results in assessment or payment of more than a proportionate share of System Improvements Costs on any proposed Development, the City Administrator shall: (a) adjust the Parks and Recreational Facilities Development Impact Fees to collect no more than a proportionate share; or (b) discontinue the collection of any Parks and Recreational Facilities Development Impact Fees until the error is corrected by ordinance.
- L. If Parks and Recreational Facilities Development Impact Fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a Fee Payer shall be refunded by the City within thirty (30) days after the City's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code Section 28-22-104 from the date on which the fee was paid. Any amounts underpaid by the Fee Payer shall be paid to the City within thirty (30) days after the City Administrator's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code Section 28-22-104 from the date on which the fee was paid. In the case of an underpayment to the City, the City Administrator may request the City and the City may withhold issuance of the Building Permits or Development Approval for the project for which the Parks and Recreational Facilities Development Impact Fees was paid until such underpayment is corrected, and if amounts owed to the City are not paid within such thirty-day (30) period, the City Administrator may also ask the City to and the City may revoke any Building Permits or Development Approval issued in

reliance on the previous payment of such Parks and Recreational Facilities Development Impact Fees and refund such fee to the Fee Payer.

- M. The Joint Advisory Committee that was established during the preparation of the Capital Improvements Plan shall continue in existence, and shall by operation of this Ordinance become the Joint Advisory Committee created herein.

1-20-20: - PUNISHMENT:

Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, punishable by up to one (1) year in the county jail, and/or a one thousand dollar (\$1,000.00) fine, or both. Knowingly furnishing false information to any official of the City charged with the administration of this Chapter, including without limitation, the furnishing of false information regarding the expected size, use or impacts from a proposed Development, shall be a violation of this Chapter.

1-20-21: - CONSTRUCTION OF INTENT:

All provisions, terms, phrases and expressions contained in this Chapter shall be liberally construed in order that the true intent and meaning of the Act and the City Council may be fully carried out.



SECTION 2: DATE OF EFFECT AND PUBLICATION

- 2.1 This Ordinance, as required by Idaho Code Section 67-8206(6), shall be in full force and effect on the 30th day following its passage and approval; and shall be published in full or by summary as provided in Idaho Code Sections 50-901 and 50-901A within one (1) month of its passage and approval all according to law.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, THIS _____ DAY OF _____, 2020.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, THIS
____ DAY OF _____, 2020.

CITY OF MIDDLETON

Steve Rule, *Mayor*

ATTEST:

Becky Crofts, *City Clerk*

DRAFT

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RESOLUTION NO. 444-20

**City of Middleton / Canyon County
INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT
FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND
TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND
RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS**

[Idaho Code § 67-8204A & 67-2328]

Parties to the Agreement:

City of Middleton	<i>City</i>	City Hall 1103 West Main Street Middleton, Idaho 83644
Canyon County	<i>County</i>	Canyon County Courthouse 1115 Albany Street Caldwell, Idaho 83605

THIS AGREEMENT made effective the _____ day of _____, 2020, by and between the Parties as herein this Agreement defined.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant, and agree as follows:

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Act:** means and refers to the Idaho Development Impact Fee Act codified at chapter 82 of Title 67 Idaho Code.
- 1.2 Agreement:** means and refers to this *City of Middleton/Canyon County Intergovernmental Agreement and Joint Powers Agreement for the Development of Joint Plans for Capital Improvements and to Collect and Expend Development Impact Fees for Parks and Recreational Facilities Systems Improvements*, which may be referred to and cited as the “Middleton/Canyon Impact Fee Agreement.”

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City of Middleton/Canyon County **INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT** FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS

- 1.3 Capital Improvements Plan:** means and refers to the most recent Impact Fee Study and Capital Improvements Plan, adopted by the County and the City pursuant to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code which defines the Service Area for the City Ordinance and the County Ordinance.
- 1.4 City:** means and refers to the *City of Middleton*, Idaho, party to this Agreement.
- 1.5 City Ordinance:** means and refers to the *Parks and Recreation Facilities Development Impact Fee Ordinance No. _____* together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.6 COMPASS:** means the *Community Planning Association of Southwest Idaho*, an Idaho non-profit association that serves as the metropolitan planning association for Ada County and Canyon County.
- 1.7 Contract for Parks and Recreational Facilities Impact Fees Administrative Services:** means and refers to that certain Agreement by and among the City, County and the District wherein the District provides administrative services to the City in the administration of the City Ordinance, and to the County in the administration of the County Ordinance.
- 1.8 Costs:** means and refers to the expense inclusive of attorney fees, publication costs, experts and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.9 County:** means and refers to *Canyon County*, party to this Agreement.
- 1.10 County Ordinance:** means and refers to the *Parks and Recreation Facilities Development Impact Fee Ordinance No. _____* together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.11 District:** means and refers to the Greater Middleton Area Recreation District, organized and existing pursuant to Chapter 43 of Title 31, Idaho Code, whose address is P.O. Box 265, Middleton, Idaho 83644.
- 1.12 Joint Advisory Committee:** means and refers to the *Canyon/Middleton Parks and Recreation Joint Development Impact Fee Advisory Standing Committee* formed and staffed by the City and the County pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 1.13 Ordinances:** means and refers collectively to the City Ordinance and the County Ordinance.

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- 1.14 Party/Parties:** means and refers to the City and/or the County, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.15 Service Area:** means and refers to that certain area as a defined in the Act at Idaho Code § 67-8203 (26) being all that geographic area within the District's boundaries as identified by the City and the County in which specific parks and recreational public facilities provide service to Development within the areas defined, on the basis of sound planning or engineering principles or both. For purposes of this Ordinance, there shall be one Service Area encompassing all of the District.
- 1.16 Trust Fund:** means and refers to the *Joint Parks and Recreation Facilities Development Impact Fee Capital Projects Trust Fund* [which includes separate *Trust B City* established by the City Ordinance at Section 11 of Chapter 2 of Title 6 Middleton City Code and separate *Trust A County* established by the County Ordinance at Section 11 of Article 3 of Chapter 11 and both separate Trusts have been created pursuant to Idaho Code Section 67-8210(1).
- ~~**1.17 All other definitions:** All other definitions of this Agreement are set forth in City Ordinance as Section 2 of Chapter 2 of Title 6 Middleton City Code and by the County Ordinance as Section 2 of Article 2 of Chapter 11 Canyon County Code of Ordinances and are herein included as separate definitions as if the same are set forth herein.~~

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvement Plan and the Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the boundaries of the City and within the boundaries of the unincorporated area of the County that is also within the boundaries of the District, and to further the best interest of the Parties; and
- 2.2** Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code; and
- 2.3** The City and the County are each a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), each have ordinance authority to adopt a development impact fee ordinance; and

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- 2.4 Idaho Code Section 67-8204A, provides that the City and the County, when affected by development, each have the authority to enter into an intergovernmental agreement with each other for the purpose of developing joint plans for capital improvements and to collect and expend development impact fees for parks and recreational facilities systems improvements; and
- 2.5 The City is an Idaho municipal corporation whose city limits lie within the boundaries of the County and within the boundaries of the District and has, pursuant to Idaho Code Section 50-1703(8), the authority to: *acquire, construct, reconstruct, extend, maintain or repair parks and other recreational facilities* ; and
- 2.6 The Board of Commissioners of the County has authority, pursuant to Idaho Code Section 31-806, *to purchase, lease, obtain by gift or accept by grant from private persons, corporations, the United States, the state of Idaho or other governmental agencies, real or personal property, within or without its territorial limits, and may hold, maintain, improve and operate the same for the use and purpose of a public park or public recreation, and it may dedicate property already owned by the county to a like purpose. This section shall not affect the right of a county to acquire property by proceedings in eminent domain*; and
- 2.7 The District is a body politic and corporate formed and exists pursuant to Recreation District Law at Chapter 43 of Title 31, Idaho Code and boundaries include all area within the city limits of the City and areas surrounding the City in the northeastern part of and within the boundaries of the County and the District's uses and purposes, pursuant to Idaho Code Section 31-4316, *are acquiring, providing, maintaining and operating public recreation centers, swimming facilities, pools, picnic areas, camping facilities, ball parks, handball courts, tennis courts, marine and snowmobile facilities, recreational pathways, ski areas, and golf courses and public transportation systems and facilities serving the district together with all related grounds, buildings, equipment and apparatus for the use of the residents of the district and the public generally*; and
- 2.8 The City and County are both experiencing and are affected by considerable growth and development and in particular within the City and the area of the County that is within the boundaries of the District which growth and development are placing a greater demand upon and use of existing public park and public recreation facilities within the City and within the boundaries of the District that lie outside of the City and within the County; and
- 2.9 The purposes of the Act [Idaho Code Section 67-8202] are as follows:
- Ensure that adequate public facilities are available to serve new growth and development;

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- Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and development; and
 - Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 2.10** In anticipation and in consideration of the City Council adopting the City Ordinance and the County Board of Commissioners adopting the County Ordinance, both of which are intended to provide for the collection and expenditure of Parks and Recreation Facilities Development Impact Fees, the Parties have:
- Entered into the Contract for Parks and Recreation Facilities Impact Fees Administrative Services with the District; and
 - Established and appointed, pursuant to Idaho Code Section 67-8205, the Joint Advisory Committee consisting of five (5) members of the local community active in the business of development, building or real estate; and
- 2.11** The District prepared a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Joint Advisory Committee appointed by City and the County as provided in Idaho Code §§ 67-8205 and 67 8206(2); and
- 2.12** Adoption of the Capital Improvements Plan by the County Commissioners and the City Council were in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable; and
- 2.22** This Agreement facilitates the intent and purposes of the Capital Improvements Plan and the Ordinances, and is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the boundaries of the Service Area; and
- 2.23** The Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3 COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY

The City shall:

- 3.1** Together with the County establish and maintain the Joint Advisory Committee and

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City of Middleton/Canyon County **INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT** FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS

- appoint its members; and
- 3.2 Together with the County and the District enter into the Contract for Parks and Recreation Facilities Impact Fees Administrative Services; and
 - 3.3 Approve and enact the City Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
 - 3.4 Abide by the terms and conditions required of the City as set forth in the City Ordinance and any amendments to the same, including the calculation and collection of Parks and Recreational Facilities Development Impact Fees in accordance with the terms of the City Ordinance; and
 - 3.4 Maintain and staff the position of the City to manage and perform the duties and responsibilities of the City as set forth in the City Ordinance; and
 - 3.5 Remit all Parks and Recreational Facilities Development Impact Fees collected by the City for deposit in the Trust **B** City in accordance with the terms and conditions of the City Ordinance and the provisions of Idaho Code Section 67-8210 and the *Contract for Parks and Recreational Facilities Impact Fees Administrative Services*; and
 - 3.6 Be solely responsible for the City's performance of the terms and conditions required of it by the City Ordinance and by this Agreement; and
 - 3.7 Together with the County and in accordance with the Contract for Parks and Recreational Facilities Impact Fees Administrative Services establish and maintain the Trust **B** City which is in accordance with the terms and conditions of the City Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same.

SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO THE COUNTY

The County shall:

- 4.1 Together with the City establish and maintain the Joint Advisory Committee and appoint its members; and
- 4.2 Together with the City and the District enter into the Contract for Parks and Recreational Facilities Impact Fees Administrative Services; and
- 4.3 Approve and enact the County Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and

RESOLUTION 444-20

City of Middleton/Canyon County **INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT** FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS

- 4.4 Abide by the terms and conditions required of the County as set forth in the County Ordinance and any amendments to the same, including the calculation and collection of Parks and Recreational Facilities Impact Fees in accordance with the terms of the County Ordinance; and
- 4.5 Maintain and staff the position of the County to manage and perform the duties and responsibilities of the County as set forth in the County Ordinance; and
- 4.6 Remit all Parks and Recreational Facilities Impact Fees collected by the County for deposit in the Trust **A** County in accordance with the terms and conditions of the County Ordinance and the provisions of Idaho Code § 67-8210 and the *Contract for Parks and Recreational Facilities Impact Fees Administrative Services*; and
- 4.7 Be solely responsible for the County's performance of the terms and conditions required of it by the County Ordinance and by this Agreement.
- 4.8 Together with the City and in accordance with the Contract for Parks and Recreational Facilities Impact Fees Administrative Services establish and maintain the Trust **A** County which is in accordance with the terms and conditions of the County Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same.

SECTION 5 ADMINISTRATIVE STAFFING

- 5.1 The administration and performance by the City of the City Ordinance shall be pursuant to the Contract for Parks and Recreational Facilities Impact Fees Administrative Services.
- 5.2 The administration and performance by the County of the County Ordinance shall be pursuant to the Contract for Parks and Recreational Facilities Impact Fees Administrative Services.

SECTION 6 NOTICE AND DELIVERY OF DOCUMENTS

- 6.1 The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:
 - 6.1.1 By mail or hand delivery addressed to:

City of Middleton – City Clerk
City Hall

RESOLUTION 444-20

City of Middleton/Canyon County **INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT** FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS

1103 West Main Street
Middleton, Idaho 83644

6.1.2 By scanning, attaching and e-mailing to: _____

6.2 The contact information for purposes of notice to and/or the delivery of documents to the County is as follows:

6.2.1 By mail or hand delivery addressed to:

Canyon County Clerk
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

6.2.2 By scanning, attaching and e-mailing to: _____

6.3 In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as *Appendix 1*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

SECTION 7

EXPENDITURE OF PARKS AND RECREATIONAL FACILITIES IMPACT FEES

7.1 The Parks and Recreational Facilities Development Impact Fees collected pursuant to the City Ordinance and held in Trust **B** City and the County Ordinance and held in the Trust **A** County shall be expended only in accordance with the provisions of the respective Ordinances and the approved Capital Improvement Plan upon recommendation as provided in the *Contract for Parks and Recreational Facilities Impact Fees Administrative Services* and upon consent and approval of the City Council of the City and the Board of Commissioners of the County.

SECTION 8

AMENDMENT / TERMINATION

8.1 Except as provided in Section 6.3, this Agreement may only be amended in accordance with the following process:

8.1.1 An amendment may be proposed by either Party or the result of an update of the Capital Improvements Plan.

8.1.2 A proposed amendment must be in writing and include this entire Agreement as then existing, and shall therein include a strike-through of any language to be

RESOLUTION 444-20

City of Middleton/Canyon County **INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT** FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS

deleted and underlining of any new language of the proposed Amendment.

- 8.1.3** A proposed Amendment shall contain a Statement of Purpose (which shall include a statement of how the Parties will be affected by the Amendment), the Party to contact for information and the Amended and Reformed Agreement text and be accompanied by any accompanying proposed amendment of the Ordinance.
- 8.1.4** The proposing Party shall also prepare and submit to the other Party the proposed Amendment as above stated together with an Amended and Reformed Agreement form in the event the proposed Amendment is approved.
- 8.1.5** An approved Restated and Amended Agreement shall be executed by the County Chairman of the Board of Commissioners and the Mayor of the City.
- 8.2** This Agreement may only be terminated in accordance with the following process:
- 8.2.1** Either party may propose a termination and the same may be terminated upon mutual agreement of the Parties or by one of the Parties, subject to six (6) months prior notice, all in accordance with the provisions of this section.
- 8.2.2** A proposed termination shall contain a Statement of the Reasons (which shall include a statement of how the Parties will be affected by the termination.) Any proposal to terminate the Agreement must also include the proposal regarding the repeal of the Ordinance.
- 8.2.3** No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Trust Fund.

SECTION 9 EFFECTIVE DATE

- 9.1** This Agreement is effective simultaneously with the effective date of the Ordinances.

SECTION 10 GENERAL PROVISIONS

- 10.1 Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or the District, and/or a Developer or Fee Payer affected by the Ordinances or the Agreement.
- 10.2 Severability:** Should any term or provision of this Agreement or the application thereof

RESOLUTION 444-20

to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

10.3 Counterparts: This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."

10.4 Captions: The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

10.5 Choice of Law: This Agreement shall be governed and interpreted by the laws of the state of Idaho.

10.6 Assignment: No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this _____ day of _____, 2020.

DATED AND SIGNED this _____ day of _____, 2020.

CITY OF MIDDLETON

By: _____
Steve Rule, *Mayor*

ATTEST:

By: _____

Becky Crofts, *City Clerk*

By: City Council Resolution No. _____

RESOLUTION 444-20

City of Middleton/Canyon County **INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT** FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS

DATED AND SIGNED this _____ day of _____, 2020.

CANYON COUNTY

By: _____
Pam White, Chairman/*Commissioner*

ATTEST:

By: _____
_____, Deputy Clerk

By: County Resolution No. _____

W:\Work\M\Middleton Greater Parks and Rec Dist 25613\Impact Fee Matters .002\Intergovernment and Joint Power Agreements\County and City - Intergovernmental Agreement 1-25-19 lh.docx

DRAFT

RESOLUTION 444-20

City of Middleton/Canyon County **INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT** FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS

APPENDIX 1

Notice of Contact Information Change

FROM: _____
 TO: _____
 DATE: _____

NOTICE IS HEREBY GIVEN, pursuant to Section ____ of the *INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS* [I.C. §§ 67-8204A & 67-2328] dated _____, of the following *CHANGE IN CONTACT INFORMATION*:

New Contact Information is as follows:

Name/Entity: _____
 Address: _____
 Telephone: _____ Fax: _____
 Email: _____

Signature (Authorized Agent)
 Title: _____

Certificate of Service

I, the undersigned, hereby certify that on the _____ day of _____, 20____, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

City or County
 Address
 City, State ZIP

- U.S. Mail
- Hand Delivery
- Facsimile
- Email

 for City or County

Acknowledgement of Receipt by:

Name/Signature: _____ Date: _____

RESOLUTION 444-20

DRAFT

RESOLUTION 444-20

City of Middleton/Canyon County **INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT** FOR THE DEVELOPMENT OF JOINT PLANS FOR CAPITAL IMPROVEMENTS AND TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR PARKS AND RECREATIONAL FACILITIES SYSTEM IMPROVEMENTS

Contract & Proposal

Quote No.: S059719-2

 16419 TEN LN
 Nampa, ID 83687

 Telephone : 208-465-0176
 Fax: 208-465-7129

oldcastleinfrastructure.com

Quote To .: All Bidders

Ship To .: Middleton City
 Nampa yard
 Nampa, ID 83687

Reference :
Contact:
Phone:

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S059719	7/16/2020		Cash on Delivery		Plant Pickup	30 days

Group: A

Qty	Unit	Item	Description	Mark	Unit price	Amount
4.00	Ea	9001300	4' x 4' x 3' Junction Box Price includes precast Vault with thinwall knockouts, lid with galvanized steel hatch and mastic.		2,121.00	8,484.00
4.00	Ea	1001600	4x4x3 Vault Base w/knockouts			
4.00	Ea	1004150	4X4 Vault LID w/332P hatch			
8.00	Roll	7003500	Concrete Sealant 1" (14.5')			

*ok
BL
Sealed
Re-use.*

Take-off & Quote: Every effort has been made to provide an accurate take-off, however, this quote is not guaranteed by the seller, but is provided for the buyers convenience. It is the customers responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Customer agrees to pay per unit price for the actual number of units delivered.

Delivery: If this product is quoted FOB jobsite, the customer agrees to furnish manpower and equipment to unload the material on site, unless prior arrangements have been made. The site must be accessible by delivery vehicles under their own power. If the load is to be delivered and set by an Oldcastle boom truck, the final decision as to the acceptability of the site and ability to safely set the product is to be determined by the boom operator. Delivery includes one hour of truck time, additional time beyond the first hour will be charged at \$90 per hour. Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.

Vault Water tightness: All joints in vaults used for water or liquid containment or where infiltration is not allowed must be clean and dry when installed. The properly installed joint sealant, joint wrap, and/or non-shrink grout are recommended depending on your specifications and installation procedures. We can provide materials for watertight joints, however, Oldcastle cannot be held responsible for field conditions or contractors installation procedures.

Specials: Any special product ordered and produced which remains in the Oldcastle yard for longer than 30 days will be invoiced

Concrete junction boxes located on drip tape line manifold at Re-Use Farm

Contract & Proposal

Quote No.: S059719-2

 16419 TEN LN
 Nampa, ID 83687

 Telephone : 208-465-0176
 Fax: 208-465-7129

oldcastleinfrastructure.com

Quote To .: All Bidders

Ship To .: Middleton City
 Nampa yard
 Nampa, ID 83687

Reference :
Contact:
Phone:

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S059719	7/16/2020		Cash on Delivery		Plant Pickup	30 days

to the customer and payment due on Oldcastles regular payment terms. All specials ordered on a Cash sale must be paid for prior to production.

Restock fees: a restock fee of up to 25% may be charged on the return of undamaged, standard products. Freight charges for shipping product to the jobsite and back, on an Oldcastle truck, will also be assessed. Special products are not eligible for return or credit.

All products and services listed on this Quotation are provided under the Standard Terms and Conditions located at <https://oldcastleinfrastructure.com/customer-support/terms-conditions/material-sales/>

QUOTATION TOTAL US 8,484.00

IMPORTANT: This proposal is based on standard terms and conditions. Items and quantities shown are the basis for the quotation, and we are not responsible for any discrepancies between this list and actual items or quantities.

 (Accepted by)

Sales Person: Scot Barrow

Telephone:

 (Position)

 (Date)

By: _____



Lytle Signs Inc.

Twin Falls Office

P.O. Box 305 1925 Kimberly Rd.
TWIN FALLS, IDAHO 83303
208.733.1739 fax 208.736.8653
1.800.621.6836

Boise/Meridian Office

2070 Commercial St.
MERIDIAN, IDAHO 83642
208.388.1739 fax 208.388.3966
Web Site: www.lytlesigns.com
E-mail: sales@lytlesigns.com

PROPOSAL

Proposal #: 27137

Proposal Date: 07/22/20
Customer #: 2068
Page: 1 of 3
Salesperson: Jerel Stoor

SOLD TO:	JOB LOCATION:
CITY OF MIDDLETON 6 N DEWEY AVE PO BOX 487 MIDDLETON ID 83644	City of Middleton 6 N Dewey Ave PO Box 487 Middleton ID 83644 REQUESTED BY: Becky

AS PER SKETCH (IF PROVIDED BY LYTLE SIGNS, INC)

1	QUOTE #42219-1 Aluminum FCO Letters Wall Mounted Remove and dispose of existing 48" acrylic letters on west and south elevations of building POLICE- Manufacture (2) 24" x 15'0" .063 FCO aluminum letters with hammered edges painted black Installed flush to building fascia **City will provide the permits, any acquisition time will be billed on final invoice **Removal of existing signage patch and paint will be a separate trip from install	\$2,877.00	\$2,877.00
		SUB TOTAL:	\$2,877.00
		ESTIMATED SALES TAXES:	\$0.00

ACQUISITION OF PERMITS AND PERMIT COSTS WILL BE BILLED IN ADDITION (IF APPLICABLE)
ELECTRICAL REPAIRS WILL BE BILLED IN ADDITION AT TIME AND MATERIAL RATES (IF APPLICABLE)
****THIS PROPOSAL MAY BE WITHDRAWN, AND PRICING MAY CHANGE IF NOT ACCEPTED WITHIN 7 DAYS**

TOTAL PROPOSAL AMOUNT: \$2,877.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
 (INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

TERMS AND CONDITIONS

- THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, OR STAMPED ENGINEERED DRAWINGS UNLESS SPECIFICALLY STATED.
- WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED. ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.
- UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, LYTLE SIGNS MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
- CUSTOMER AGREES TO PROVIDE ELECTRICAL SERVICE FEED WIRE OF APPROVED AND SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION.
- AN ADDITIONAL CHARGE WILL BE MADE IF DURING EXCAVATION UNFORESEEN CIRCUMSTANCES ARISE OR IF RESTORATION OF EXISTING LANDSCAPING IS REQUIRED.
- ALL AGREEMENTS ARE CONTINGENT UPON THE ABSENCE OF STRIKES, DELAYS, OR INCIDENTS BEYOND LYTLE SIGNS, INC. CONTROL.
- QUOTED PRICE DOES **NOT** INCLUDE ELECTRICAL SERVICE TO OPERATE PROPOSED SIGN OR LIGHTING. ADDITIONAL CHARGES MAY APPLY TO BRING CURRENT ELECTRIC SERVICE AND SIGNAGE TO CODE. ELECTRICAL COMPONENTS WILL COMPLY WITH 120V SERVICE UNLESS OTHERWISE SPECIFIED.
- INITIAL DESIGN IS INCLUDED IN QUOTE PRICE. CHANGES REQUIRING ADDITIONAL SKETCH TIME WILL BE DONE AT AN HOURLY RATE. REQUEST FOR LOGOS ON CD OR MEMORY STICKS WILL RESULT IN ADDITIONAL CHARGES.
- THE TIME INTERVAL FOR PROJECT COMPLETION WILL BEGIN WHEN ALL PERTINENT INFORMATION AND PERMITS ARE RECEIVED BY ENGINEERING.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY AN AUTHORIZED LYTLE SIGN'S REPRESENTATIVE.

Lytle Signs, Inc. is Licensed in: Idaho, Utah, Oregon, Wyoming, Montana & Nevada (0029311 - \$750,000)

COMPANY INITIALS _____

CUSTOMER INITIALS _____



Lytle Signs Inc.

Twin Falls Office

P.O. Box 305 1925 Kimberly Rd.
TWIN FALLS, IDAHO 83303
208.733.1739 fax 208.736.8653
1.800.621.6836

Boise/Meridian Office

2070 Commercial St.
MERIDIAN, IDAHO 83642
208.388.1739 fax 208.388.3966
Web Site: www.lytlesigns.com
E-mail: sales@lytlesigns.com

PROPOSAL

Proposal #: 27137

Proposal Date: 07/22/20
Customer #: 2068
Page: 2 of 3
Salesperson: Jerel Stoor

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



Lytle Signs Inc.

Twin Falls Office
 P.O. Box 305 1925 Kimberly Rd.
 TWIN FALLS, IDAHO 83303
 208.733.1739 fax 208.736.8653
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 2070 East Commercial St.
 MERIDIAN, IDAHO 83642
 208.388.1739 fax 208.388.3966
 Web Site: www.lytlesigns.com
 E-mail: sales@lytlesigns.com

DEPOSIT INVOICE

Invoice #: DP27137

Inv Date: 07/22/20
Customer #: 2068
Page: 3 of 3

SOLD TO:	JOB LOCATION:
CITY OF MIDDLETON 6 N DEWEY AVE PO BOX 487 MIDDLETON ID 83644	City of Middleton 6 N Dewey Ave PO Box 487 Middleton ID 83644 REQUESTED BY: Becky

ORDERED BY	PO NUMBER	SALESPERSON	PAYMENT TERMS
Becky		Jerel Stoor	50.0% Due Upon Receipt

DESCRIPTION		TOTAL PRICE
1	QUOTE #42219-1 Aluminum FCO Letters Wall Mounted Remove and dispose of existing 48" acrylic letters on west and south elevations of building POLICE- Manufacture (2) 24" x 15'0" .063 FCO aluminum letters with hammered edges painted black Installed flush to building fascia **City will provide the permits, any acquisition time will be billed on final invoice **Removal of existing signage patch and paint will be a separate trip from install	\$2,877.00
SUB TOTAL		\$2,877.00
ESTIMATED SALES TAXES		\$0.00
TOTAL PROPOSAL AMOUNT		\$2,877.00
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		
PLEASE PAY THIS DEPOSIT AMOUNT:		\$1,438.50

2'-0" 15'-0"

POLICE

Unauthenticated use, reproduction and or display shall render the infringer liable for up to \$150,000 in statutory damages, plus attorney fees and costs for each infringement under the U.S. Copyright Act (17 U.S.C. 412 & 504)
THIS RENDERING IS CONCEPTUAL---COLORS MAY NOT REPRESENT ACTUAL FINISH---ILLUMINATED AND DAYLIGHT COLORS WILL VARY

CLIENT:
City of Middleton

ADDRESS:
6 N. Dewey Ave.
PO Box 487
Middleton ID 83644

DATE:
5/4/2020

SCALE:
3/4" = 1'

ACCOUNT EXECUTIVE:
JS

DRAWN BY:
AS

FILENAME:
CITY OF MIDDLETON\City of Middleton - 42219 r1

QUOTE #:
42219

REVISIONS:
07-22-2020 rl

PAGE 1 OF 2
LYTLE SIGNS © 2020
 ALL RIGHTS RESERVED



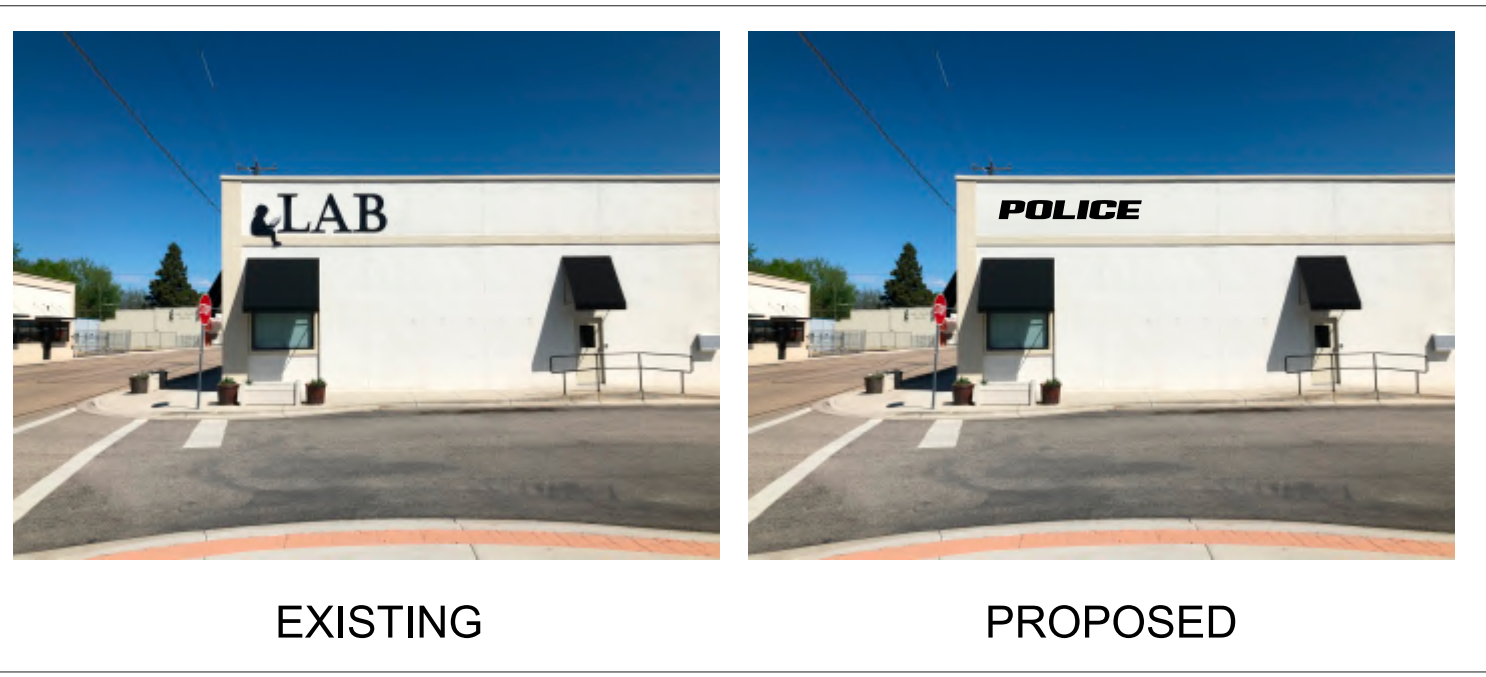
AN EMPLOYEE OWNED COMPANY

Twin Falls Office
 P.O. BOX 305
 1925 KIMBERLY RD.
 TWIN FALLS, IDAHO 83303
 208.733.1739
 1.800.621.6836
 fax 208.736.8653

Boise/Meridian Office
 2070 E. COMMERCIAL ST.
 MERIDIAN, IDAHO 83642
 208.388.1739
 fax 208.388.3966
 www.lytlesigns.com
 sales @lytlesigns.com



(1) NON-ILLUM. FCO LETTERS
 REMOVE EXISTING WALL SIGN
 MANUFACTURE NEW .063 FCO ALUMINUM LETTERS
 w/HAMMERED EDGES
 PAINTED BLACK
 FLUSH MOUNTED TO FASCIA
 SOUTH ELEVATION



EXISTING

PROPOSED

Approved By: _____
 Date: _____

2'-0" 15'-0"

POLICE

Unauthenticated use, reproduction and or display shall render the infringer liable for up to \$150,000 in statutory damages, plus attorney fees and costs for each infringement under the U.S. Copyright Act (17 U.S.C. 412 & 504)
THIS RENDERING IS CONCEPTUAL---COLORS MAY NOT REPRESENT ACTUAL FINISH---ILLUMINATED AND DAYLIGHT COLORS WILL VARY

CLIENT:
City of Middleton

ADDRESS:
6 N. Dewey Ave.
PO Box 487
Middleton ID 83644

DATE:
5/4/2020

SCALE:
3/4" = 1'

ACCOUNT EXECUTIVE:
JS

DRAWN BY:
AS

FILENAME:
CITY OF MIDDLETON\City of Middleton - 42219 r1

QUOTE #:
42219

REVISIONS:
07-22-2020 r1

PAGE 2 OF 2
LYTLE SIGNS © 2020
 ALL RIGHTS RESERVED



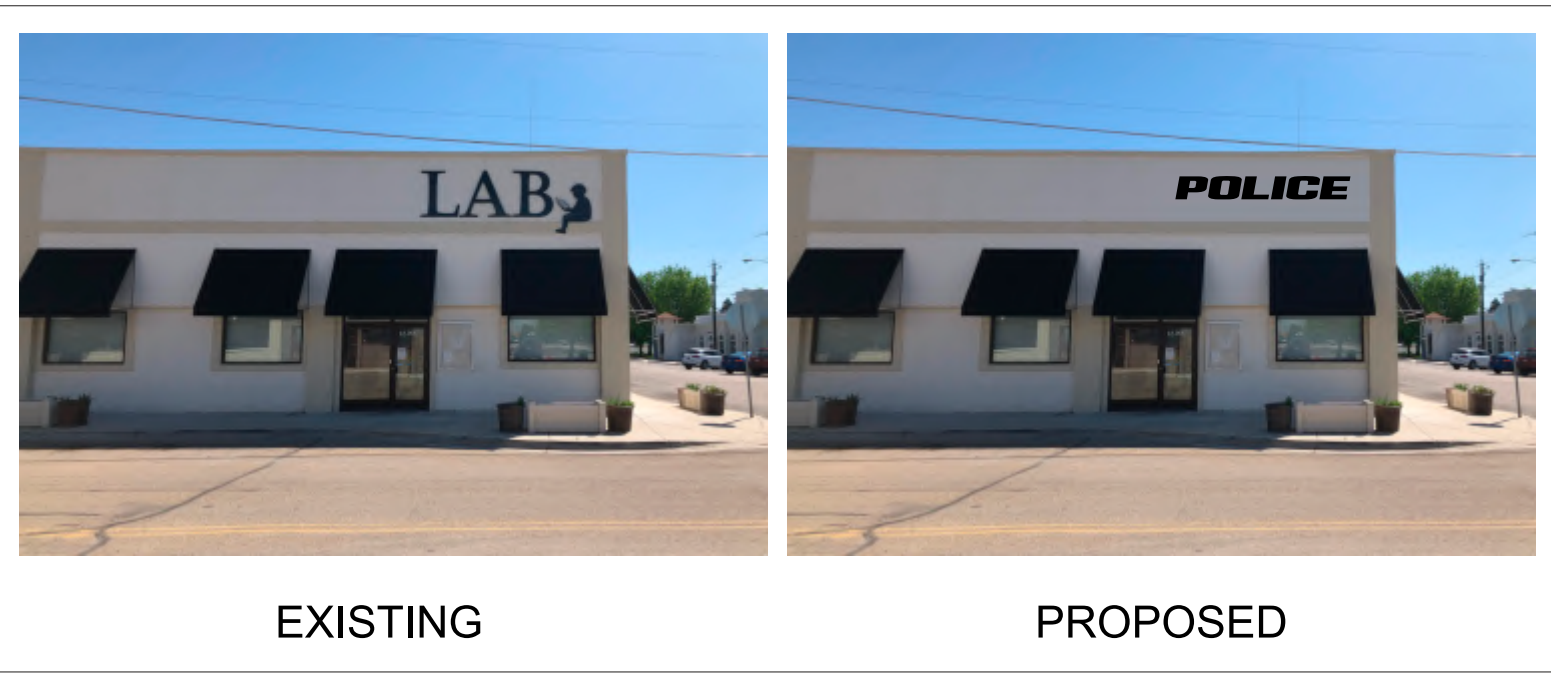
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 sales @lytlesigns.com



(1) NON-ILLUM. FCO LETTERS
 REMOVE EXISTING WALL SIGN
 MANUFACTURE NEW .063 FCO ALUMINUM LETTERS
 w/HAMMERED EDGES
 PAINTED BLACK
 FLUSH MOUNTED TO FASCIA
 WEST ELEVATION



EXISTING

PROPOSED

Approved By: _____
 Date: _____



July 27, 2020

Mayor Rule and City Council Members
1103 W Main Street
PO Box 487
Middleton, ID 83644

Subject: Pilot Study Project – Recommendation for Award

Dear Mayor Rule and City Council:

The City of Middleton received three (3) bids at the bid opening held on June 27, 2020 for the Pilot Study Project. The City Engineer recommends the contract for the City of Middleton – Pilot Study Project be awarded to **Irminger Construction, Inc.** for the contract bid amount of \$366,546.00. Attached to this letter is the bid summary and the contractors bid.

If you have any questions, or need additional information, please contact me at 208-453-2028.

Sincerely,

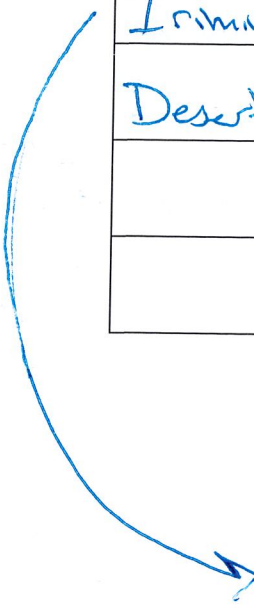
Civil Dynamics, P.C.

By: Michael Martin, PE

CITY OF MIDDLETON
 PILOT STUDY PROJECT
 JULY 27, 2020

CONTRACTOR	ADDENDUM 1-3	BOND	PRICE
TCG Corp of Idaho	X	X	\$453,638.85
Irvinger Construction Inc			\$366,546.00
Desert View Construction			\$399,310.00

will review
after opening


 Addendum
1-3
 ✓

Bond

 ✓

BID FORM
CITY OF MIDDLETON
PILOT STUDY PROJECT

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Article 1 – Bid Recipient.....	1
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Article 4 – Bidder’s Certification.....	2
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Article 6 – Time of Completion.....	7
Article 7 – Attachments to This Bid	5
Article 8 – Defined Terms.....	5
Article 9 – Bid Submittal.....	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF MIDDLETON, IDAHO
1103 W Main St
Middleton, ID 83644

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>01</u>	<u>7-14-2020</u>
<u>02</u>	<u>7-17-2020</u>
<u>03</u>	<u>7-23-20</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) as identified, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings

identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

The Bidder proposes the following schedule of prices for mobilization, dewatering, and installation of water main, fittings, and a fire hydrant for the City of Middleton in accordance with the plans and specifications. The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of the work. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. The bidder is solely responsible for completing all spaces below. The bidder is responsible for the inclusion of all overhead and profit costs, including applicable taxes, within each item submitted.

Item No.	Item Description	Estimated Quantity	Unit	Unit Bid Price	Bid Item Total
2010.4.1.A.1	Mobilization	1	LS	7,275.00	7,275.00
SP-1000	Pump Station	1	LS	80,361.00	80,361.00
SP-2000	Sand Filter	1	LS	33,199.00	33,199.00
SP-3000	Field Fabricated Pipe Connection Between Pump Station and Filter	1	LS	4,734.00	4,734.00
SP-4000	Field Fabricated Pipe Connection Between Sand Filter and Underground Piping	1	LS	5,073.00	5,073.00
SP-5000	Field Fabricated Pipe Connection Between Sand Filter Backwash Line and Underground Piping	1	LS	5,038.00	5,038.00
SP-6000	Control Vault - Vault, Lid, Access Hatch, and Internal Piping, Valves, and Appurtenances	2	EA	21,342.00	42,684.00
SP-6500	Conduit, Wire and Pull Boxes	1	LS	25,166.00	25,166.00
SP-7000	Irrigation Box Appurtenances	1	LS	3,578.00	3,578.00
SP-8000	Abandonment of Wet Well Pipes	1	LS	1,209.00	1,209.00
SP-9000	SWPP	1	LS	5,700.00	5,700.00
205.4.1.B.1	Dewatering	1	LS	4,945.00	4,945.00

401.4.1.A.1	Water Main Pipe - 12-inch - C900 DR25	1310	LF	32.00	41,920.00
401.4.1.A.1	Water Main Pipe - 12-inch - C900 DR25 - No backfill section	800	LF	29.00	23,200.00
401.4.1.A.1	Water Main Pipe - 6-inch - Ductile Iron	30	LF	138.00	4,140.00
401.4.1.A.1	Water Main Pipe - 6-inch C900 DR25	50	LF	43.00	2,150.00
401.4.1.B.1	Water Main Fitting - 6-inch - 90 Degree Elbow	4	EA	642.00	2,568.00
401.4.1.B.1	Water Main Fitting - 12-inch - 90 Degree Elbow	4	EA	818.00	3,272.00
401.4.1.B.1	Water Main Fitting - 12 inch - 11 1/4 Degree Elbow	1	EA	837.00	837.00
401.4.1.B.1	Water Main Fitting - 12-inch - 45 Degree Elbow	2	EA	839.00	1,678.00
401.4.1.B.1	Water Main Fitting - 12-inch - Tee	2	EA	1,141.00	2,282.00
401.4.1.B.1	Water Main Fitting - 6-inch Tee	2	EA	747.00	1,494.00
401.4.1.B.1	Water Main Fitting - 6-inch Gate Valve	3	EA	1,109.00	3,327.00
401.4.1.B.1	Water Main Fitting - 12-inch x 6-inch Reducer	1	EA	679.00	679.00
401.4.1.B.1	Water Main Fitting - 12-inch Gate Valve	1	EA	2,576.00	2,576.00
401.4.1.A.1	Water Main Pipe - 4-inch - C900 DR25	165	LF	24.00	3,960.00
402.4.1.A.1	4-inch Blow-Off Assembly	1	EA	2,578.00	2,578.00
502.4.1.B.1	Sanitary Sewer Manhole - Type A	1	EA	8,264.00	8,264.00
502.4.1.F.1	Connection to Existing Manhole	2	EA	275.00	550.00
601.4.1.A.5	18-inch Gravity Irrigation Pipe	90	LF	205.00	18,450.00
602.4.1.K.1	18-inch Diameter Gravity Irrigation Slide Gate	1	EA	2,220.00	2,220.00
602.4.1.N.1	Precast Concrete Irrigation Structure - 6-feet x 6-feet x 16-feet	1	EA	21,439.00	21,439.00
Total of All Bid Prices					366,546.00

Total (words) three hundred sixty six thousand five hundred forty six & 00 dollars

The bid will be awarded to the contractor with the lowest total bid number (above). Quantities may be adjusted as needed.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 105 calendar days after the date when the Contract Times commence to run.

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond ;

B. List of Proposed Subcontractors, as required by Idaho Code;

HVAC: N/A

Plumbing: Irvinger Construction PLB-C-11883

Electrical: Southern Idaho Electric 27456

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

D. Public Works License No.: 026529-AA-1-3-4[or] Evidence of Bidder's ability to obtain necessary License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: Irrmiger Construction Inc (SEAL)

State of Incorporation: Idaho
Type (General Business) Professional, Service, Limited Liability): _____

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

Name (typed or printed): Travis Conser

Title: President
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in [State where Project is located] is
12 / 22 / 15.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address 25094 Homestead Rd
Wilder ID 83676

Phone No. 208-800-9616 Fax No. _____

E-mail iccitravis@gmail.com

SUBMITTED on July 27th, 2020.

Public Works License No. 026529-AA-1-3-4

<p>No. C 208181</p> <p>Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080</p> <p>NO FILING FEE IF RECEIVED BY DUE DATE</p>	<p>Due no later than Dec 31, 2017</p> <p>Annual Report Form</p> <p>1. Mailing Address: Correct in this box if needed.</p> <p>IRMINGER CONSTRUCTION, INC. TRAVIS CONGER 25094 HOMEDALE RD WILDER ID 83676 USA</p>	<p>2. Registered Agent and Address (NO PO BOX)</p> <p>TRAVIS CONGER 25094 HOMEDALE RD WILDER ID 83676</p> <p>3. <u>New</u> Registered Agent Signature:*</p>														
<p>4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).</p> <table border="1"> <thead> <tr> <th>Office Held</th> <th>Name</th> <th>Street or PO Address</th> <th>City</th> <th>State</th> <th>Country</th> <th>Postal Code</th> </tr> </thead> <tbody> <tr> <td>PRESIDENT</td> <td>TRAVIS CONGER</td> <td>25094 HOMEDALE ROAD</td> <td>WILDER</td> <td>ID</td> <td>USA</td> <td>83676</td> </tr> </tbody> </table>			Office Held	Name	Street or PO Address	City	State	Country	Postal Code	PRESIDENT	TRAVIS CONGER	25094 HOMEDALE ROAD	WILDER	ID	USA	83676
Office Held	Name	Street or PO Address	City	State	Country	Postal Code										
PRESIDENT	TRAVIS CONGER	25094 HOMEDALE ROAD	WILDER	ID	USA	83676										
<p>5. Organized Under the Laws of:</p> <p>ID C 208181</p>	<p>6. Annual Report must be signed.*</p> <p>Signature: Cynthia L Caldwell Date: 11/15/2017</p> <p>Name (type or print): Cynthia L Caldwell Title: Bookkeeper</p>															
<p>Processed 11/15/2017 * Electronically provided signatures are accepted as original signatures.</p>																

BID BOND

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

BIDDER (Name and Address):
Irminger Construction, Inc.
25094 Homedale Rd.
Wilder, ID 83676

SURETY (Name and Address of Principal Place of Business):
North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

OWNER (Name and Address):
City of Middleton
1103 West Main St.
Middleton, ID 83644

BID
Bid Due Date: July 21, 2020
Description (Project Name and Include Location): Pilot Study Project

BOND
Bond Number: N/A
Date (Not earlier than Bid due date): July 21, 2020
Penal sum *5% of the total amount of the bid attached hereto***** \$ *****
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Irminger Construction, Inc.

SURETY
North American Specialty Insurance Company

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Travis Conger
Print Name

Mary Jaquier
Print Name

President
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature Grayson Barrutia

Project manager
Title

Surety Assistant
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

TERRY S. ROBB, WILLIAM F. POST, and MARY JAQUIER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5TH day of FEBRUARY, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 5TH day of FEBRUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21 day of July, 20 20.

Notice of Award

Date: August 5, 2020

Project: Pilot Study Project

Owner: City Middleton, Idaho

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder: Irmingier Construction, Inc

Bidder's Address: 25094 Homedale Road, Wilder, ID 83676

You are notified that your Bid dated July 27, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Pilot Study Project.

The Contract Price of your Contract is three hundred sixty six thousand five hundred and forty six & 00 dollars (\$ 366,546.00).

2 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

2 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner 2 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
Insurance Certificates

Failure to comply with these conditions within ten (10) days will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Middleton, Idaho

Owner

By: _____

Authorized Signature

Mayor Steve Rule

Title

Copy to Engineer

PILOT STUDY PROJECT

MIDDLETON, IDAHO

GENERAL NOTES

1. ALL WORK TO BE IN CONFORMANCE WITH MOST CURRENT ISPMC AND THE PROJECT SPECIFICATIONS.
2. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
3. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOW IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
4. ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THE REQUIREMENTS OF THE DISTRICT.
5. WORK SUBJECT TO APPROVAL BY ANY AGENCY MUST BE APPROVED PRIOR TO (A) BACKFILLING TRENCHES FOR PIPE; (B) PLACING OF AGGREGATE BASE; (C) PLACING OF CONCRETE; (D) PLACING OF ASPHALT PAVING. WORK DONE WITHOUT SUCH APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
6. ALL CONTRACTORS, SUB-CONTRACTORS AND UTILITY CONTRACTORS SHALL ATTEND A PRE-CONSTRUCTION CONFERENCE A MINIMUM OF TWO (2) DAYS PRIOR TO COMMENCING ANY CONSTRUCTION ON THE PROJECT.
7. ONLY PLAN SETS STAMPED "APPROVED FOR CONSTRUCTION" AND SIGNED BY THE ENGINEER SHALL BE USED FOR PROJECT CONSTRUCTION. USE OF PLANS NOT STAMPED "APPROVED FOR CONSTRUCTION" SHALL BE GROUNDS FOR THE ISSUANCE OF A STOP WORK ORDER.
8. ALL MATERIALS FURNISHED ON OR FOR THE PROJECT SHALL MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCY OR AS SET FORTH IN THE PROJECT PLANS AND SPECIFICATIONS, WHICHEVER IS MORE RESTRICTIVE. CONTRACTOR SHALL FURNISH PROOF THAT ALL MATERIALS MEET THE REQUIREMENTS AT THE REQUEST OF THE OWNER OR ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND PAYING FOR ALL COSTS ASSOCIATED WITH ALL TESTING REQUIRED BY THE ISPMC AND THE PROJECT SPECIFICATIONS. ALL TESTS SHALL BE PERFORMED BY A CERTIFIED TESTING LABORATORY AND CERTIFIED TEST RESULTS SHALL BE SUBMITTED TO THE OWNER'S ENGINEER. WORK PERFORMED WITHOUT CERTIFIED TEST RESULTS SHALL NOT BE ACCEPTED.

ENVIRONMENTAL NOTES

1. POLLUTION: COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT. PROTECT AGAINST THE CONTAMINATION OF SOIL, WATER, OR ANY AIR BY OIL, FUEL, FLUID SPILLS, CHEMICALS, GARBAGE, DEBRIS, OR OTHER WASTES AT ALL TIMES.
2. EQUIPMENT: EQUIPMENT IS TO BE SERVICED ONLY IN SERVICE AREAS. TAKE MEASURES TO PREVENT SPILLS OF OIL OR OTHER FLUIDS.
3. SANITARY: PROVIDE SANITARY FACILITIES FOR ALL WORKERS.
4. DUST CONTROL: HAVE AVAILABLE AT ALL TIMES ADEQUATE SPRINKLER EQUIPMENT TO ABATE ANY DUST NUISANCE, OR AIR POLLUTION THAT MAY ARISE DUE TO CONSTRUCTION OPERATIONS. NO EXTRA PAYMENT WILL BE MADE FOR SPRINKLING OPERATIONS. FAILURE TO CONTROL DUST MAY RESULT IN TEMPORARY SHUTDOWN OF THE PROJECT AND NO ADDITIONAL TIME WILL BE ALLOWED. PROVIDE WATER NECESSARY FOR SPRINKLING OPERATIONS.
5. VEGETATION PROTECTION: LIMIT WORK TO ONLY THOSE AREAS AS DEFINED ON THE PLANS AND ONLY AS NECESSARY. PROTECT EXISTING VEGETATION AT ALL TIMES TO ELIMINATE DAMAGE TO EXISTING TREES, GRASSES, BRUSH, OR OTHER NATIVE PLANTS OR TOPSOIL.

NOTICE TO CONTRACTORS

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. IT IS THE RESPONSIBILITY OF THE APPLICANT TO VERIFY ALL EXISTING UTILITIES WITHIN THE RIGHT OF WAY. THE APPLICANT AT NO COST TO THE CITY SHALL REPAIR EXISTING UTILITIES DAMAGED BY THE APPLICANT. THE APPLICANT SHALL BE REQUIRED TO CALL DIGLINE (1-800-342-1585) AT LEAST TWO FULL BUSINESS DAYS PRIOR TO BREAKING GROUND.

WATER NOTES

1. ALL WORK FOR THE WATER SYSTEM SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE I.S.P.W.C AND THE "IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS" WATER SPECIFICATIONS.
2. ALL WATER PIPE AND FITTINGS SHALL COMPLY WITH APPLICABLE PORTIONS OF SECTION 400 OF THE I.S.P.W.C. STANDARD SPECIFICATIONS AND DRAWINGS.
3. FOUR (4) FEET MINIMUM OF COVER SHALL BE PROVIDED FOR ALL WATER MAINS. COVER IS MEASURED FROM FINISHED GRADE. ADDITIONAL DEPTH MAY BE REQUIRED TO AVOID CONFLICTS WITH SEWER, IRRIGATION OR STORM DRAINAGE. CONTRACTOR SHALL COMPLY WITH SEPARATION REQUIREMENTS AS OUTLINED IN I.S.P.W.C SECTION 405.
4. THE HORIZONTAL SEPARATION OF WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET. WHERE IT IS NECESSARY FOR SEWER (SANITARY SEWER, STORM DRAIN, AND IRRIGATION) AND WATER LINES TO CROSS EACH OTHER, AND THE SEWER LINE IS LESS THAN EIGHTEEN (18) INCHES BELOW OR ABOVE WATER MAIN, THE SEWER LINE SHALL BE C-900 ASTM D-2241 PVC PIPE WITH WATER-TIGHT JOINTS, OR EQUAL CONSTRUCTION, FOR A DISTANCE OF TEN (10) FEET ON BOTH SIDES OF WATER LINE IN ACCORDANCE WITH IDAPA 58.01.08 SECTION 542.07.H OF THE IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS. ONE FULL LENGTH OF BOTH WATER AND SEWER LINES SHALL BE CENTERED AT THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE. NON-POTABLE MAINS MUST ALSO BE SUPPORTED TO PREVENT SETTLING IF THEY CROSS ABOVE POTABLE MAINS.
THE HORIZONTAL SEPARATION OF POTABLE SERVICE LINES AND NON-POTABLE SERVICE LINES SHALL BE 6 FEET, AS REQUIRED BY IDAPA 58.01.08.542.07. NEW POTABLE SERVICES ARE PROHIBITED FROM BEING LOCATED IN THE SAME TRENCH AS NON-POTABLE SERVICES. WHERE IT IS NECESSARY FOR POTABLE AND NON-POTABLE SERVICES TO CROSS EACH OTHER, THEY SHALL BE SEPARATED BY 18 INCHES WITH THE POTABLE SERVICE ABOVE THE NON-POTABLE SERVICE AND THE NON-POTABLE JOINT AS FAR AS POSSIBLE FROM THE CROSSING. WHERE THERE IS LESS THAN 18 INCHES VERTICAL SEPARATION OR POTABLE SERVICE IS BELOW NON-POTABLE SERVICE, THE NON-POTABLE SERVICE LINE SHALL BE CONSTRUCTED WITH WATER CLASS PIPE AND THE NON-POTABLE JOINT LOCATED AS FAR AS POSSIBLE FROM CROSSING OR SLEEVE NON-POTABLE SERVICE OR MAIN WITH POTABLE WATER CLASS PIPE FOR 10 FEET EITHER SIDE OF THE CROSSING.
5. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY AND ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
6. PLACE NO. 12 DIRECT BURIAL WIRE ALONG THE TOP OF WATER MAINS, SERVICE LINES AND PRESSURE WATER LINES.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND THE CITY TWO (2) WORKING DAYS BEFORE INITIAL CONSTRUCTION BEGINS AND SHALL ALSO REQUEST INSPECTION OF WATER LINES AND APPURTENANCES TWENTY-FOUR (24) HOURS IN ADVANCE OF CONSTRUCTION.
8. CONSTRUCT, PRESSURE-TEST, FLUSH AND DISINFECT ALL WATER DISTRIBUTION SYSTEMS IN ACCORDANCE WITH APPLICABLE PORTIONS OF SECTION 400 OF THE I.S.P.W.C. STANDARD SPECIFICATIONS AND DRAWINGS AND AWWA STANDARDS. THE DISINFECTION AND FINAL FLUSHING PROCEDURES SHALL BE TESTED TO DETERMINE IF THE APPROPRIATE MINIMUM CHLORINE (CL2) RESIDUALS HAVE BEEN EXCEEDED. CONTRACTOR SHALL PROVIDE BACTERIA TESTING AS PER I.S.P.W.C. SECTION 401 AND SHALL BE REQUIRED TO HAVE A CITY INSPECTOR PRESENT FOR THE TEST.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
10. SET THE TOPS OF ALL VALVE BOXES FLUSH WITH THE SLOPE OF THE FINISHED STREET GRADE PER ISPMC.
11. ALL MATERIAL FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THE REQUIREMENTS OF THIS ITEM AT THE REQUEST OF THE APPROVING AGENCY AND/OR THE ENGINEER.
12. WORK SUBJECT TO APPROVAL BY ANY POLITICAL SUBDIVISION OR AGENCY MUST BE APPROVED PRIOR TO (A) BACKFILLING TRENCHES FOR PIPE; (B) PLACING OF AGGREGATE BASE; (C) PLACING OF ASPHALT PAVING, (D) PLACING OF CONCRETE. WORK DONE WITHOUT SUCH APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER.
13. THRUST BLOCKS SHALL BE INSTALLED AT ALL WYES, TEES, ANGLES AND CAP LOCATIONS PER THE ISPMC.

INDEX OF SHEETS

SHEET #	DESCRIPTION
C1	COVER SHEET
C2	SITE OVERVIEW
C3	WEST FIELDS
C4	EAST FIELDS
C5	VAULT DETAILS
C6	VAULT TO DRIP SUBHEADER
C7	PUMP STATION REUSE LINE
C8	PUMP STATION PROFILE
C9	PUMP STATION PLAN
C10	IRRIGATION AND DIVERSION BOX STRUCTURE PROFILE
C11	PUMP STATION DETAIL BY PPS
C12	SAND FILTER DETAIL BY FRESNO



OWNER:
CITY OF MIDDLETON
1103 WEST MAIN STREET
MIDDLETON, ID 83644

CIVIL ENGINEER:
CIVIL DYNAMICS, PC
305 CORNELL ST
MIDDLETON, ID 83644

Dig Line, Inc.
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Excavation!**
811 or (800) 342-1585



305 CORNELL ST
MIDDLETON, ID. 83644
(208)453-2028 PH
(208)453-2035 FAX

PROJECT NAME:

PILOT STUDY PROJECT
MIDDLETON, IDAHO

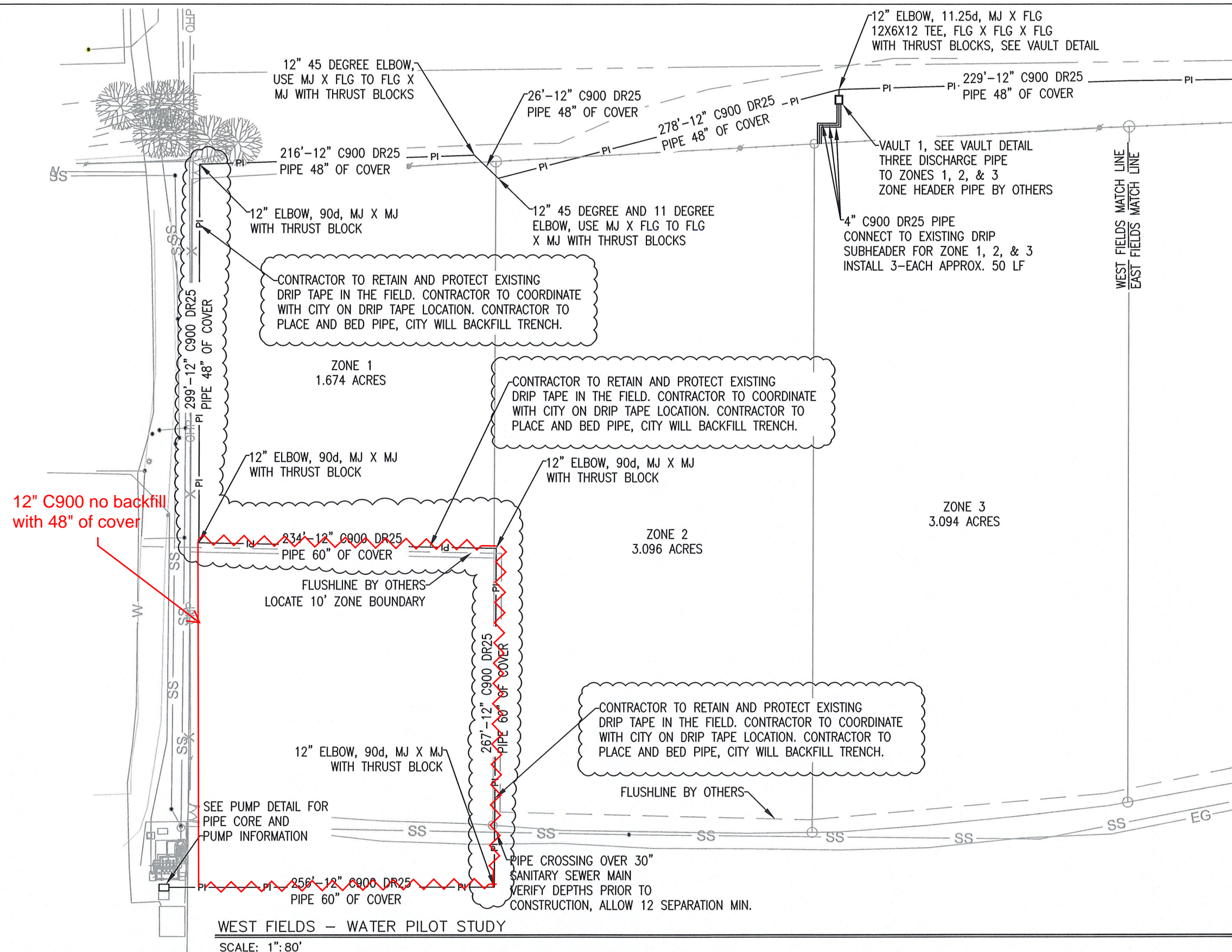
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COVER

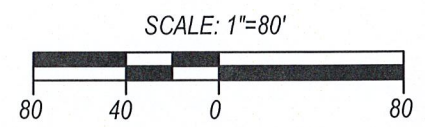
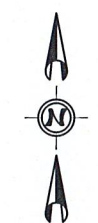
DESIGNED BY:
MM
DRAWN BY:
EB
CHECKED BY:
MM
DRAWING DATE:
JULY 2020

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY

SHEET NO:
C1



12" C900 no backfill with 48" of cover



WEST FIELDS - WATER PILOT STUDY
SCALE: 1"=80'



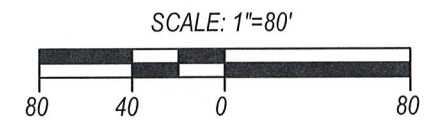
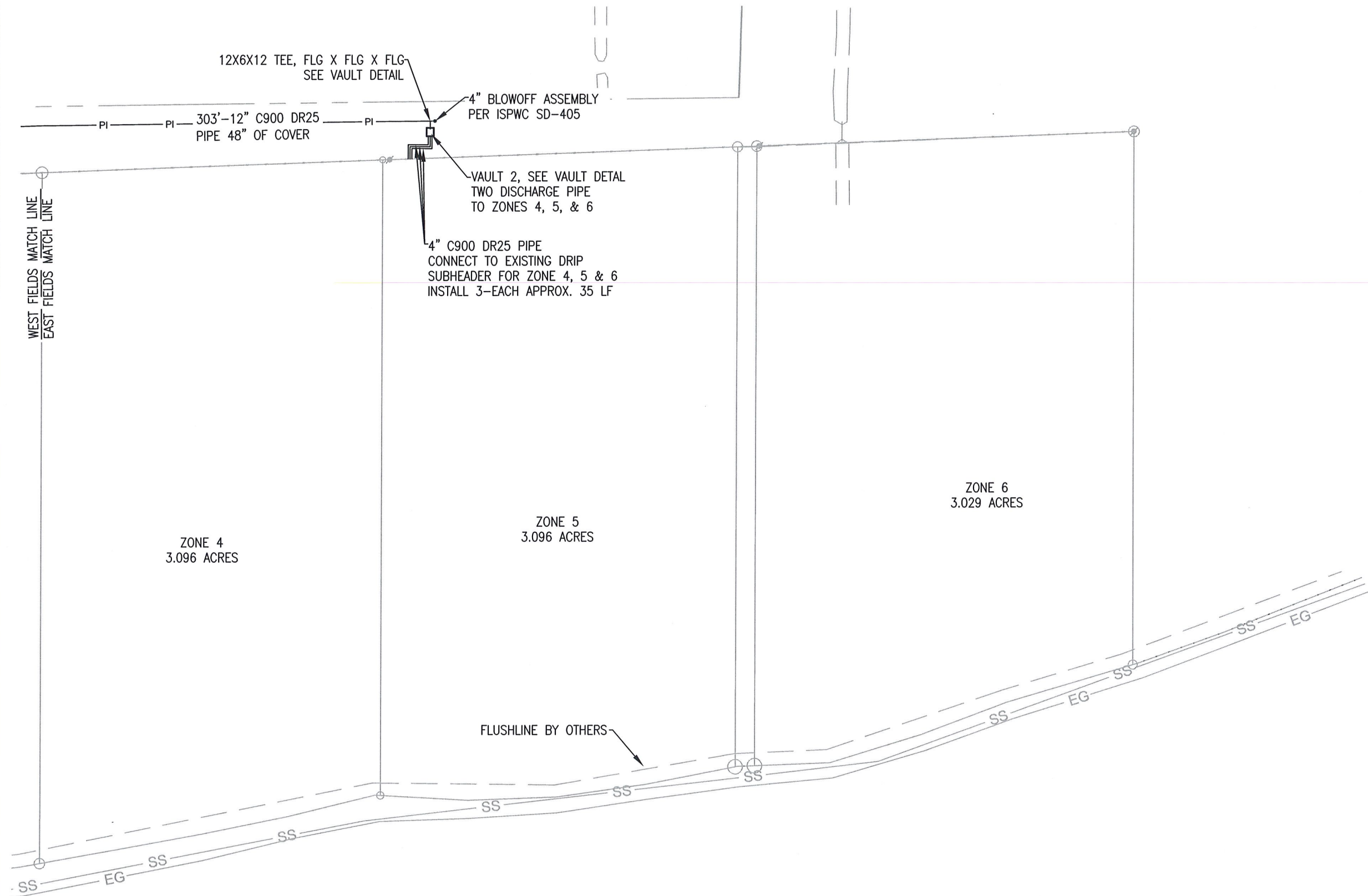
305 CORNELL ST
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(208)453-2035 FAX

PROJECT NAME:
PILOT STUDY PROJECT
MIDDLETON, IDAHO

SHEET TITLE:
WEST FIELDS

DESIGNED BY: MM
DRAWN BY: EB
CHECKED BY: MM
DRAWING DATE: JULY 2020

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
SHEET NO:
C3



EAST FIELDS – WATER PILOT STUDY
SCALE: 1"=80'



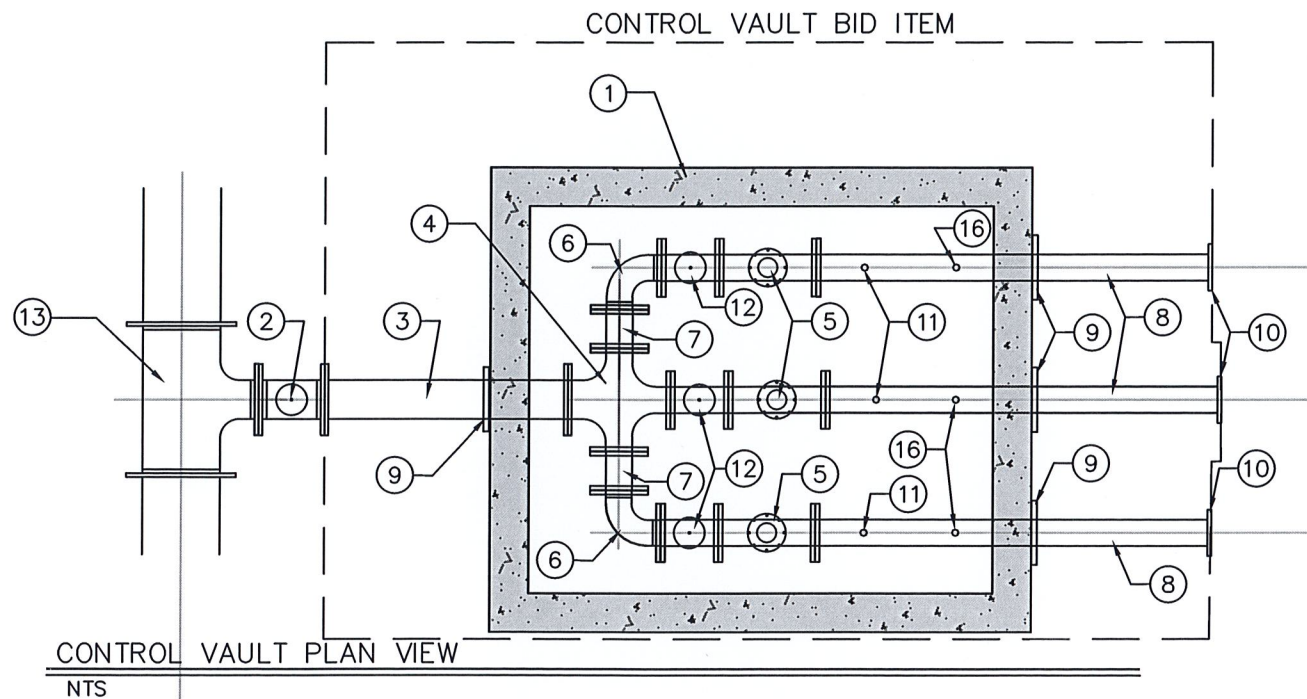
305 CORNELL ST
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(208)453-2035 FAX

PROJECT NAME:
PILOT STUDY PROJECT
MIDDLETON, IDAHO

SHEET TITLE:
EAST FIELDS

DESIGNED BY:
MM
DRAWN BY:
EB
CHECKED BY:
MM
DRAWING DATE:
JULY 2020

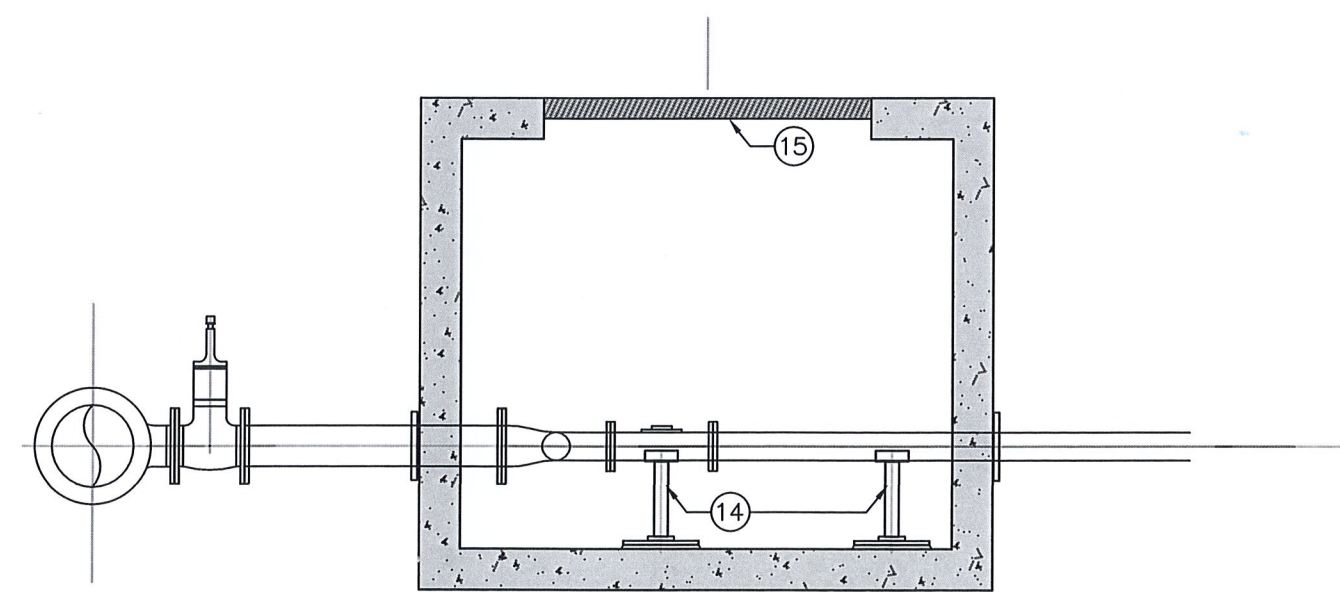
SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY
SHEET NO:
C4



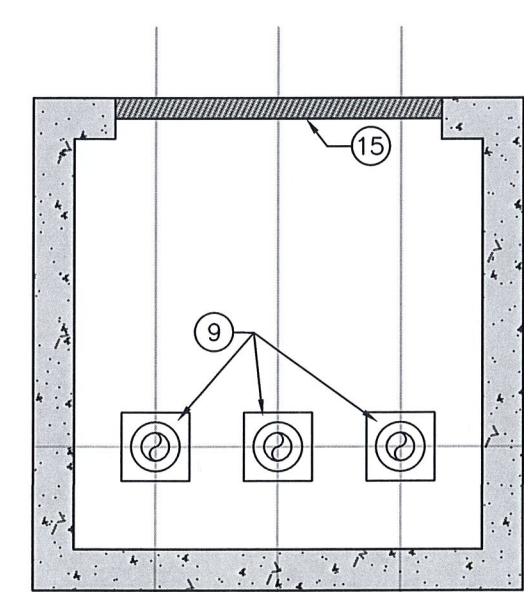
CONTROL VAULT PLAN VIEW
NTS

- LEGEND**
- ① PRECAST 6' X 5' X 5' CONCRETE VAULT WITH 4' X 4' STAINLESS STEEL HATCH.
 - ② 6" GATE VALVE, FLG X MJ.
 - ③ 6" DI SPOOL, FLG X PLAIN END.
 - ④ 6" X 4" X 4" X 4" REDUCING CROSS.
 - ⑤ 4" RIVULIS PRV 24 VOLT SOLENOID CONTROL.
 - ⑥ 4" 90d FLG X FLG ELBOW.
 - ⑦ 4" X 6"(LENGTH) SPOOL. NOTE SPOOL LENGTH MAY CHANGE DEPENDING ON SUPPLIER OF CROSS & ELBOW.
 - ⑧ 4" SPOOL FLG X PLAIN END.
 - ⑨ STEEL PLATE (10" X 10" X 1/4") & 6" RETAINER GLAND (NO SHEAR BOLTS).
 - ⑩ TRANSITION TO 4" PVC.
 - ⑪ 1/2" BALL VALVE & 60 PSI PRESSURE GAUGE.
 - ⑫ 4" PLUG VALVE, FLG X FLG.
 - ⑬ 12' X 6" X 12" TEE, MJ X MJ X FLG.
 - ⑭ PIPE STAND FOR 4" PIPE.
 - ⑮ 4' X 4' DOUBLE LEAF ACCESS DOOR, TYPE JD-ALH20-EXTERIOR.
 - ⑯ 1/2" BALL VALVE WITH PLUG

- NOTE:**
- 1. ALL FITTINGS AND PIPE ARE DUCTILE IRON IN THE CONTROL VAULT.
 - 2. CONTROL VAULT BID ITEM INCLUDES VAULT, LID, PIPING, FITTINGS AND VALVES.



CONTROL VAULT ELEVATION VIEW
NTS



CONTROL VAULT END VIEW
NTS



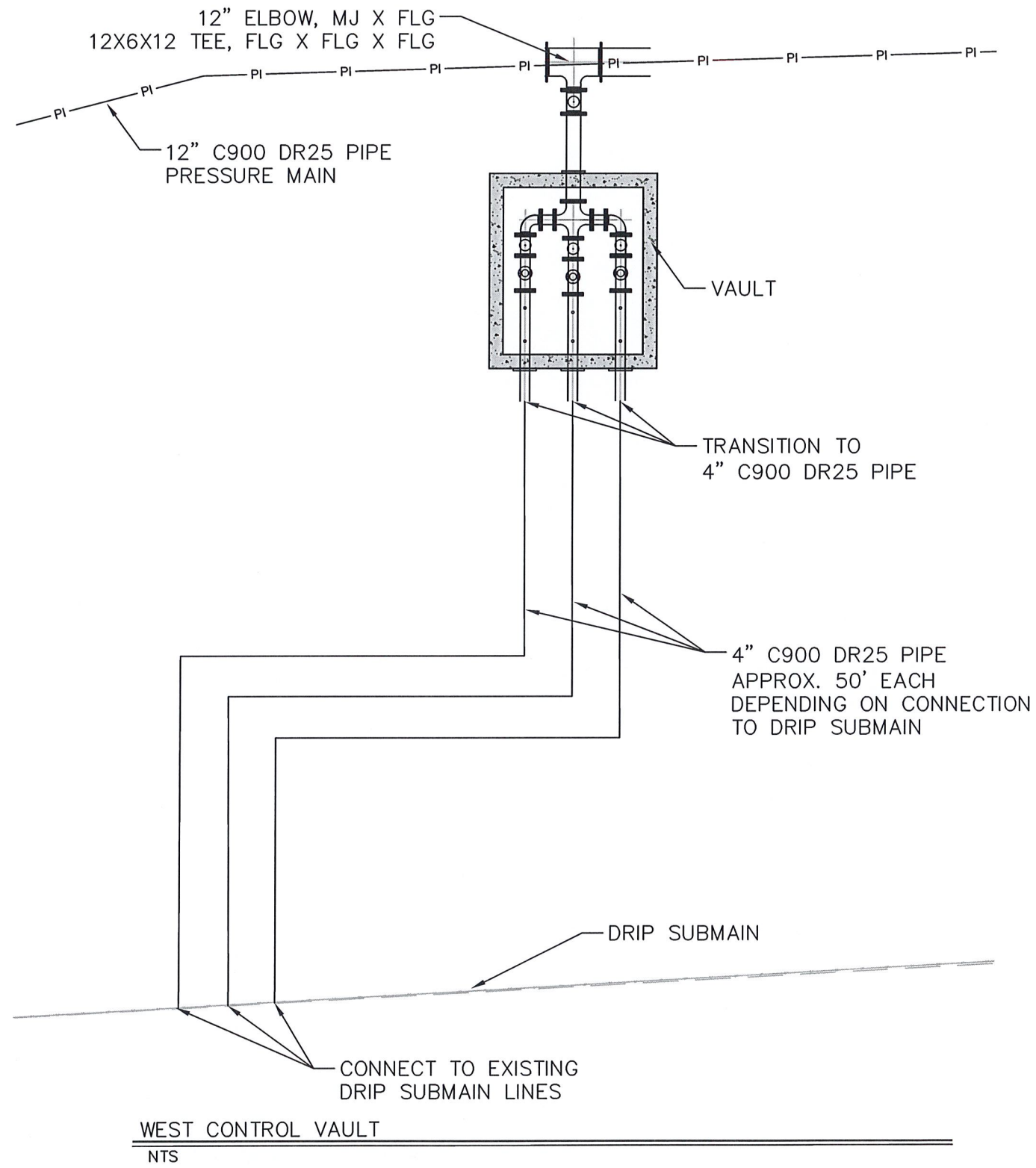
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PROJECT NAME:
PILOT STUDY PROJECT
MIDDLETON, IDAHO

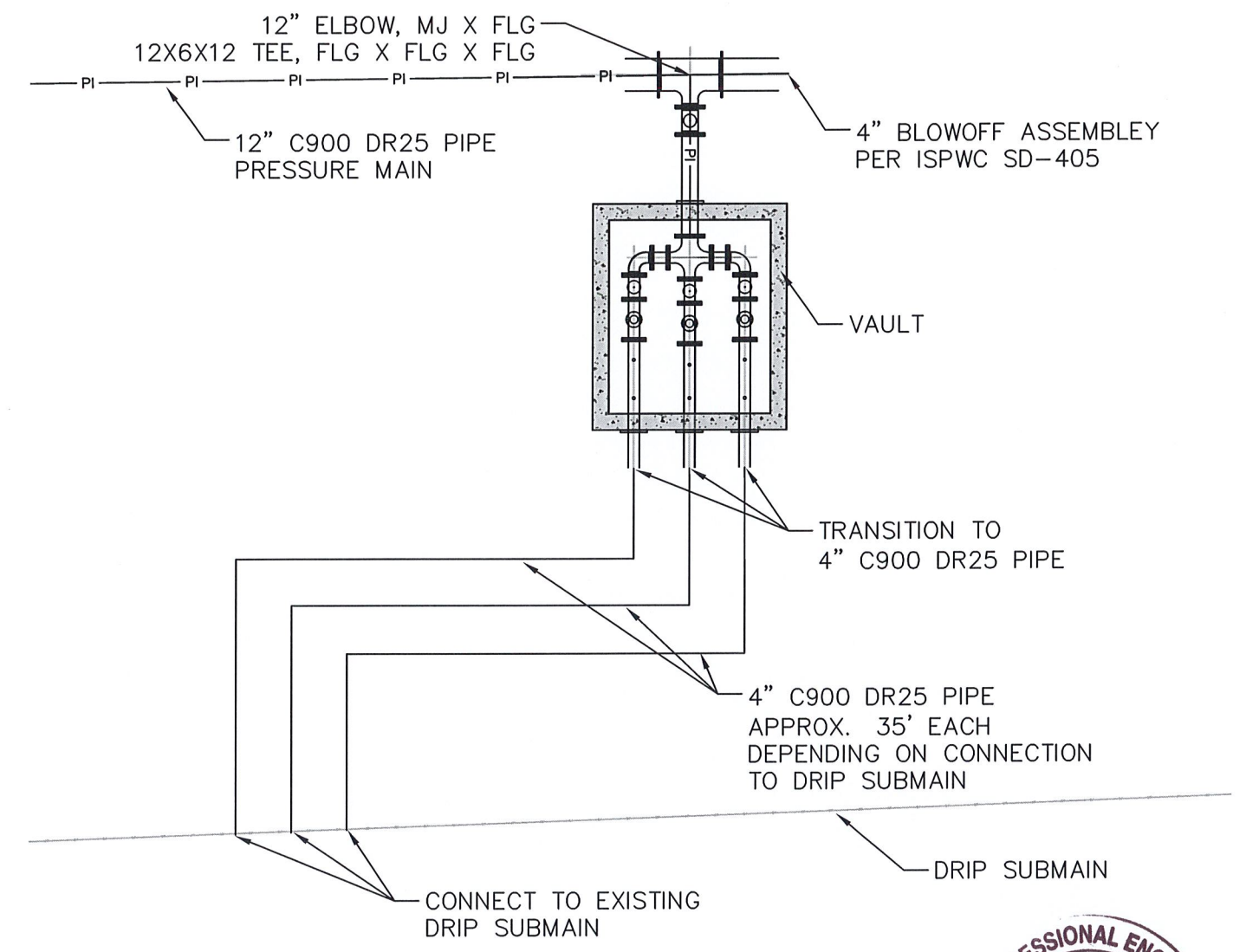
SHEET TITLE:
VAULT TO
SUBMAIN LINES

DESIGNED BY: MM
DRAWN BY: EB
CHECKED BY: MM
DRAWING DATE: JULY 2020

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
SHEET NO: C5



WEST CONTROL VAULT
NTS



EAST CONTROL VAULT
NTS



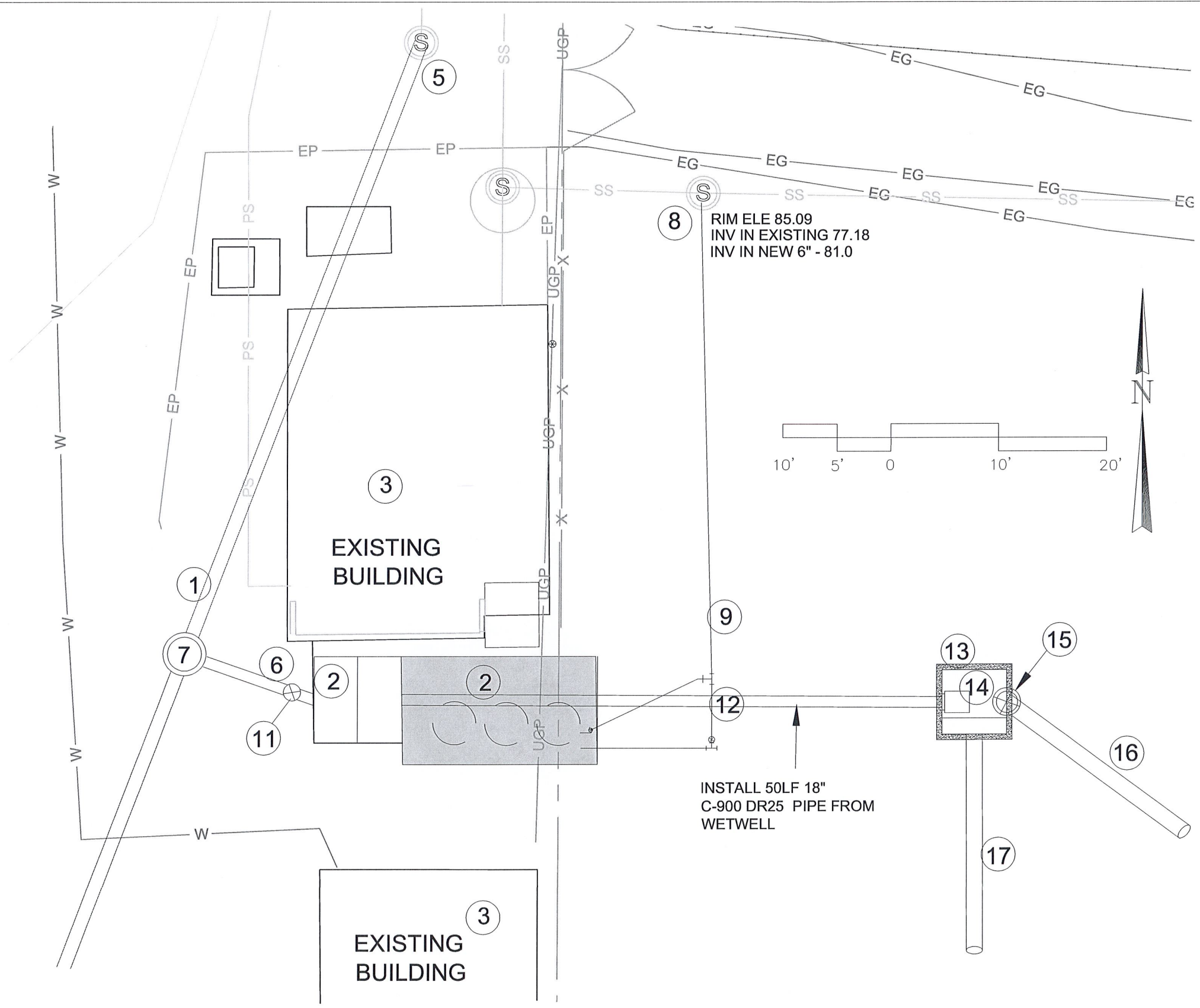
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(208)453-2028 PH
(208)453-2035 FAX

PROJECT NAME:
PILOT STUDY PROJECT
MIDDLETON, IDAHO

SHEET TITLE:
VAULT TO DRIPHEDER

DESIGNED BY: MM
DRAWN BY: EB
CHECKED BY: MM
DRAWING DATE: JULY 2020

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
SHEET NO:
C6



NOTES

- ① EXISTING 15" EFFLUENT LINE. RETAIN AND PROTECT.
- ② WET WELL AND CONCRETE PAD - RETAIN AND PROTECT. SEE SHEETS C8 AND C9 FOR MODIFICATION PLANS
- ③ EXISTING BUILDING. RETAIN AND PROTECT
- ④ NOT USED
- ⑤ EXISTING MANHOLE. RETAIN AND PROTECT
- ⑥ INSTALL 12 LF - 12" C-900 DR25 PVC PIPE. INV OUT WET WELL TO BE 8FT BGS +/- AND FINALIZED DURING CONSTRUCTION. ITEM 401.4.1.A.1
- ⑦ INSTALL MANHOLE PER ISPWC SD-501 ITEM 502.4.1.A.1. INV IN 15" ESTIMATED AT 8FT BGS CONTRACTOR TO POTHOLE TO VERIFY DEPTH OF EXISTING 15" AND ENGINEER TO ESTABLISH THE INVERT OF NEW 12" C-900 AFTER POTHOLING. ALL BYPASS PUMPING (IF NEEDED) FITTINGS AND APPURTENANCES INCLUDED IN BID ITEM
- ⑧ CORE EXISTING SEWER MANHOLE PER ISPWC 502.4.1.F.1 INVERT TBD
- ⑨ INSTALL 48 LF - 6" C-900 TO EXISTING MANHOLE. ITEM 501.4.1.B.1. PIPE TO HAVE .004 SLOPE MINIMUM TO MANHOLE.
- ⑩ NO USED.
- ⑪ INSTALL 12" GATE VALVE 402.4.1.B.1
- ⑫ SEE SHEET C9 AND C10 FOR ADDITIONAL DETAIL
- ⑬ IRRIGATION DIVERSION STRUCTURE - INSTALL 6'X6'X16'(+/-) IRRIGATION BOX PER ISPWC SD-619. BOX TO BE FITTED WITH CHECK BOARDS. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR CHECK BOARD INSTALLATION. ITEM 602.4.1.H.1 AND SP7000
- ⑭ CLEMONS CW 600 SCREEN INSTALLED PER MANUFACTURERS RECOMMENDATION
- ⑮ 18" WATERMAN C-10 CANAL GATE. ITEM 602.4.1.K.1
- ⑯ 20if 18"-GRAVITY IRRIGATION PIPE (FROM MILL SLOUGH) ITEM 601.4.1.A.5
- ⑰ 20if 18"-GRAVITY IRRIGATION PIPE (TO MILL SLOUGH) ITEM 601.4.1.A.5

INSTALL 50LF 18"
C-900 DR25 PIPE FROM
WETWELL



305 CORNELL ST
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(208)453-2028 PH
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PROJECT NAME:
CITY OF MIDDLETON
PILOT STUDY PROJECT

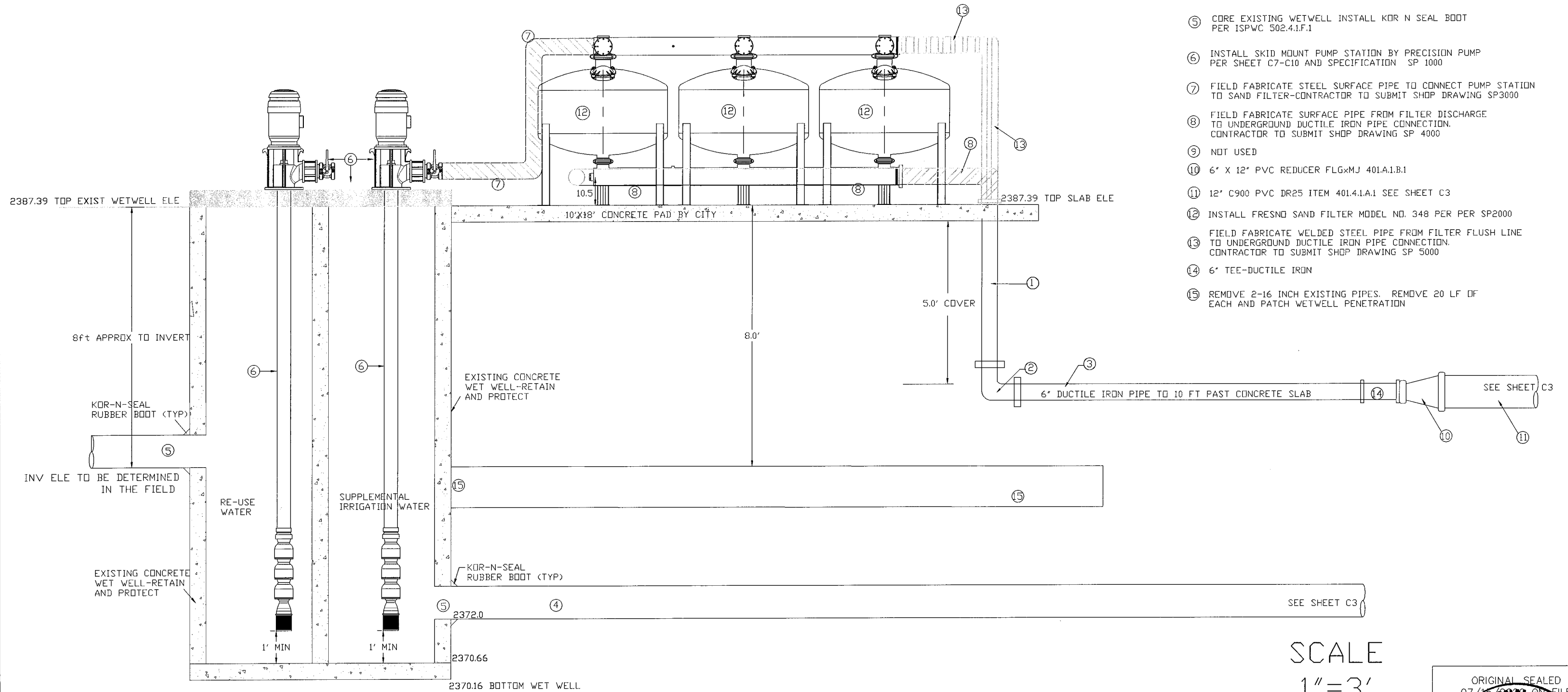
SHEET TITLE:
PUMP STATION
RE-USE LINE

DESIGNED BY:
MM
DRAWN BY:
CHECKED
BY: AJW
DRAWING DATE:
JUNE 2020

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY
SHEET NO:
C7

NOTES - SHEET C8

- ① 5'-6" DUCTILE IRON PIPE
FLGXPLAIN END ITEM 401.4.1.A.1
- ② 90° DI ELBOW MJ RESTRAINED X FLG ITEM 401.4.1.B.1
- ③ 6" DUCTILE IRON PIPE TO 10 FT PAST CONCRETE SLAB
FLGXFLG ITEM 401.4.1.A.1
- ④ 30LF 16"C-900 DR 25 ITEM 401.4.1.A.1
- ⑤ CORE EXISTING WETWELL INSTALL KOR N SEAL BOOT
PER ISPWC 502.4.1.F.1
- ⑥ INSTALL SKID MOUNT PUMP STATION BY PRECISION PUMP
PER SHEET C7-C10 AND SPECIFICATION SP 1000
- ⑦ FIELD FABRICATE STEEL SURFACE PIPE TO CONNECT PUMP STATION
TO SAND FILTER-CONTRACTOR TO SUBMIT SHOP DRAWING SP3000
- ⑧ FIELD FABRICATE SURFACE PIPE FROM FILTER DISCHARGE
TO UNDERGROUND DUCTILE IRON PIPE CONNECTION.
CONTRACTOR TO SUBMIT SHOP DRAWING SP 4000
- ⑨ NDT USED
- ⑩ 6' X 12" PVC REDUCER FLGXMJ 401.A.1.B.1
- ⑪ 12" C900 PVC DR25 ITEM 401.4.1.A.1 SEE SHEET C3
- ⑫ INSTALL FRESNO SAND FILTER MODEL NO. 348 PER PER SP2000
- ⑬ FIELD FABRICATE WELDED STEEL PIPE FROM FILTER FLUSH LINE
TO UNDERGROUND DUCTILE IRON PIPE CONNECTION.
CONTRACTOR TO SUBMIT SHOP DRAWING SP 5000
- ⑭ 6" TEE-DUCTILE IRON
- ⑮ REMOVE 2-16 INCH EXISTING PIPES. REMOVE 20 LF OF
EACH AND PATCH WETWELL PENETRATION



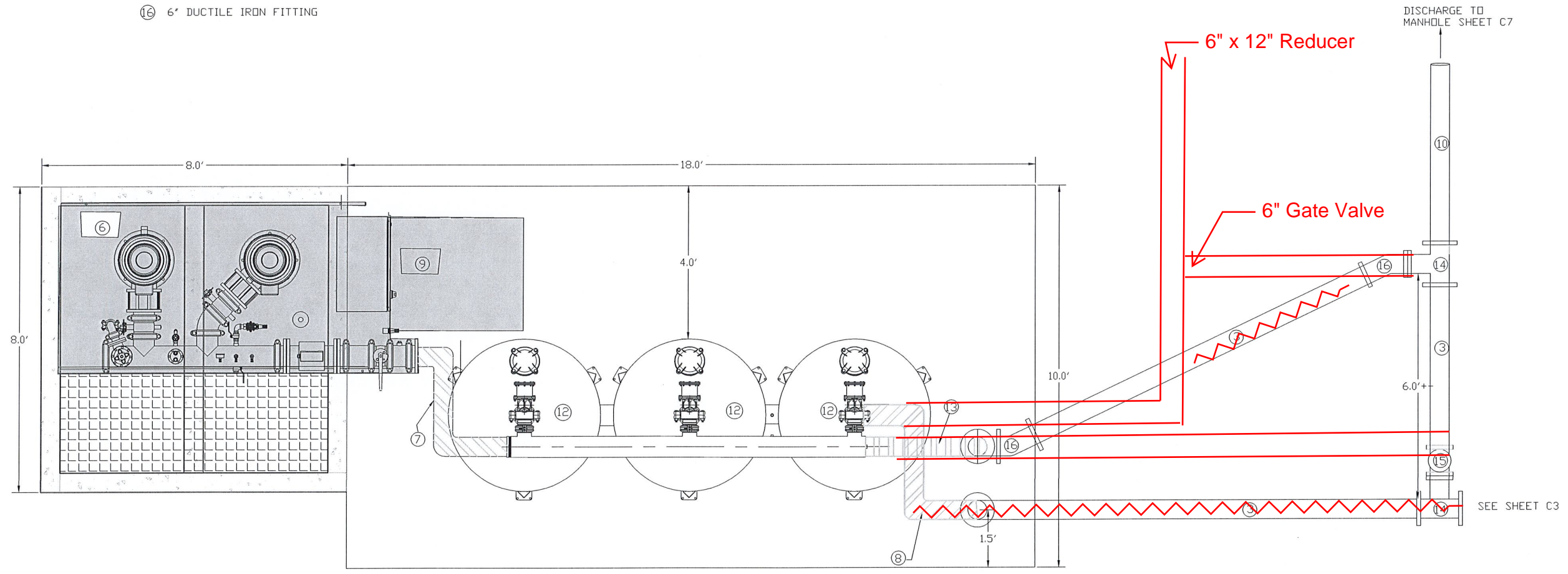
SCALE
1"=3'

	305 CORNELL ST MIDDLETON, ID 83644 (208)453-2028 PH (208)453-2035 FAX	PROJECT NAME: CITY OF MIDDLETON PILOT STUDY PROJECT	SHEET TITLE: PUMP STATION PROFILE	DESIGNED BY: MM	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
				DRAWN BY: KRC	
				CHECKED BY: AJW	SHEET NO: C8
				DRAWING DATE: JULY 1, 2020	



NOTES - SHEET C9

- ③ 6" DUCTILE IRON PIPE TO 10 FT PAST CONCRETE SLAB
FLGxFLG ITEM 401.4.1.A.1
- ④ NOT USED
- ⑤ NOT USED
- ⑥ INSTALL SKID MOUNT PUMP STATION BY PRECISION PUMP
PER SHEET C7-C10 AND SPECIFICATION SP 1000
- ⑦ FIELD FABRICATE STEEL SURFACE PIPE TO CONNECT PUMP STATION
TO SAND FILTER-CONTRACTOR TO SUBMIT SHOP DRAWING SP3000
- ⑧ FIELD FABRICATE SURFACE PIPE FROM FILTER DISCHARGE
TO UNDERGROUND DUCTILE IRON PIPE CONNECTION.
CONTRACTOR TO SUBMIT SHOP DRAWING SP 4000
- ⑨ ELECTRICAL CONNECTION - BY OTHERS
- ⑩ 6" C-900 DR25 TO MANHOLE
- ⑪ NOT USED
- ⑫ INSTALL FRESNO SAND FILTER MODEL NO. 348 PER PER SP2000
- ⑬ FIELD FABRICATE WELDED STEEL PIPE FROM FILTER FLUSH LINE
TO UNDERGROUND DUCTILE IRON PIPE CONNECTION.
CONTRACTOR TO SUBMIT SHOP DRAWING SP 5000
- ⑭ 6" TEE-DUCTILE IRON
- ⑮ 6" GATE VALVE
- ⑯ 6" DUCTILE IRON FITTING



SCALE
1" = 3'



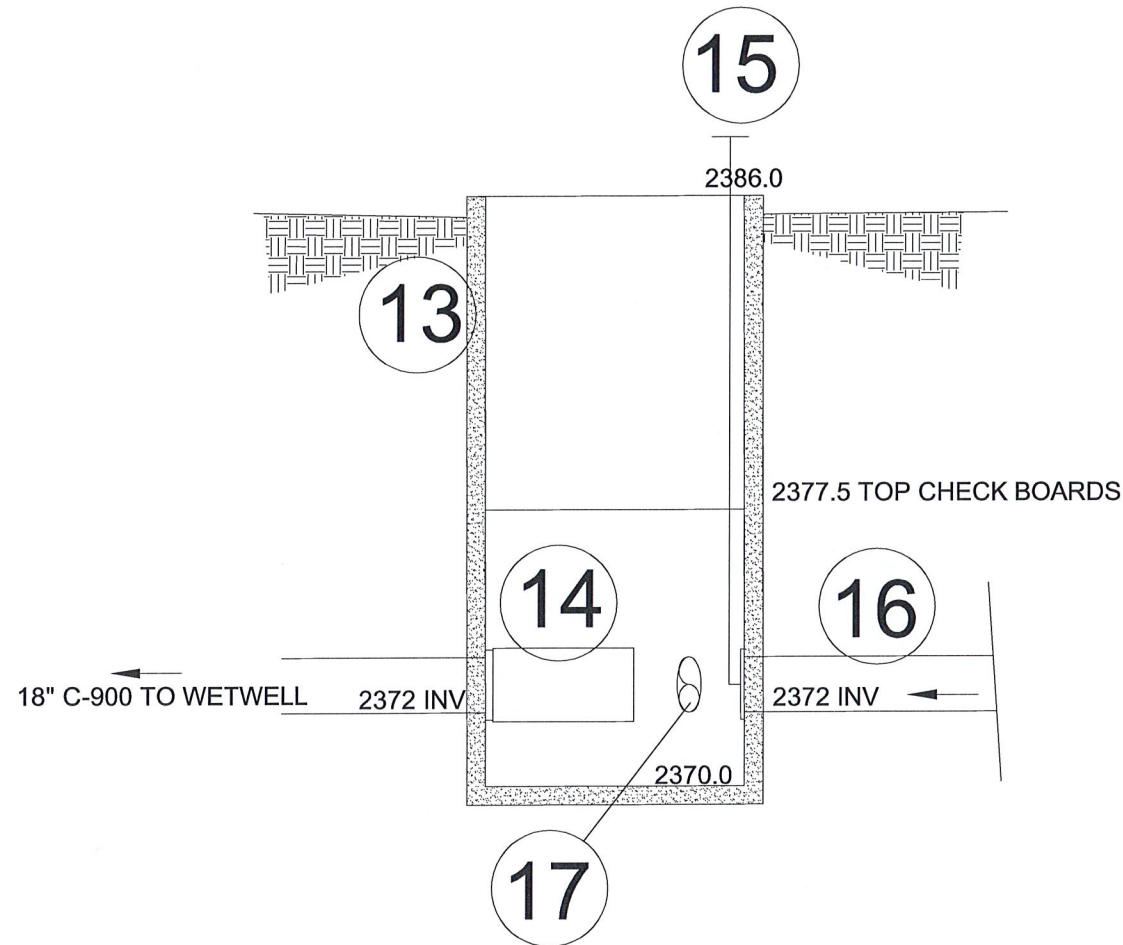
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(208)453-2028 PH
(208)453-2035 FAX

PROJECT NAME:
CITY OF MIDDLETON
PILOT STUDY PROJECT

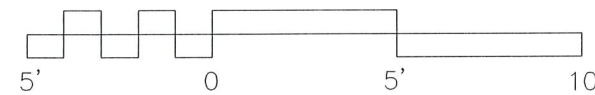
SHEET TITLE:
PUMP STATION PLAN VIEW

DESIGNED BY:
MM
DRAWN BY:
KRC
CHECKED BY:
AJW
DRAWING DATE:
JUNE 2020

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY
SHEET NO:
C9



- ⑫ SEE SHEET C9 AND C10 FOR ADDITIONAL DETAIL
- ⑬ IRRIGATION DIVERSION STRUCTURE - INSTALL 6'X6'X16'+-) IRRIGATION BOX PER ISPWC SD-619. BOX TO BE FITTED WITH CHECK BOARDS. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR CHECK BOARD INSTALLATION. ITEM 602.4.1.H.1 AND SP7000
- ⑭ CLEMONS CW 600 SCREEN INSTALLED PER MANUFACTURERS RECOMMENDATION
- ⑮ 18" WATERMAN C-10 CANAL GATE. ITEM 602.4.1.K.1
- ⑯ 20if 18"-GRAVITY IRRIGATION PIPE (FROM MILL SLOUGH) ITEM 601.4.1.A.5
- ⑰ 20if 18"-GRAVITY IRRIGATION PIPE (TO MILL SLOUGH) ITEM 601.4.1.A.5



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PROJECT NAME:

CITY OF MIDDLETON
PILOT STUDY PROJECT

SHEET TITLE:

IRRIGATION AND DIVERSION BOX
STRUCTURE

DESIGNED BY:
MM

DRAWN BY:

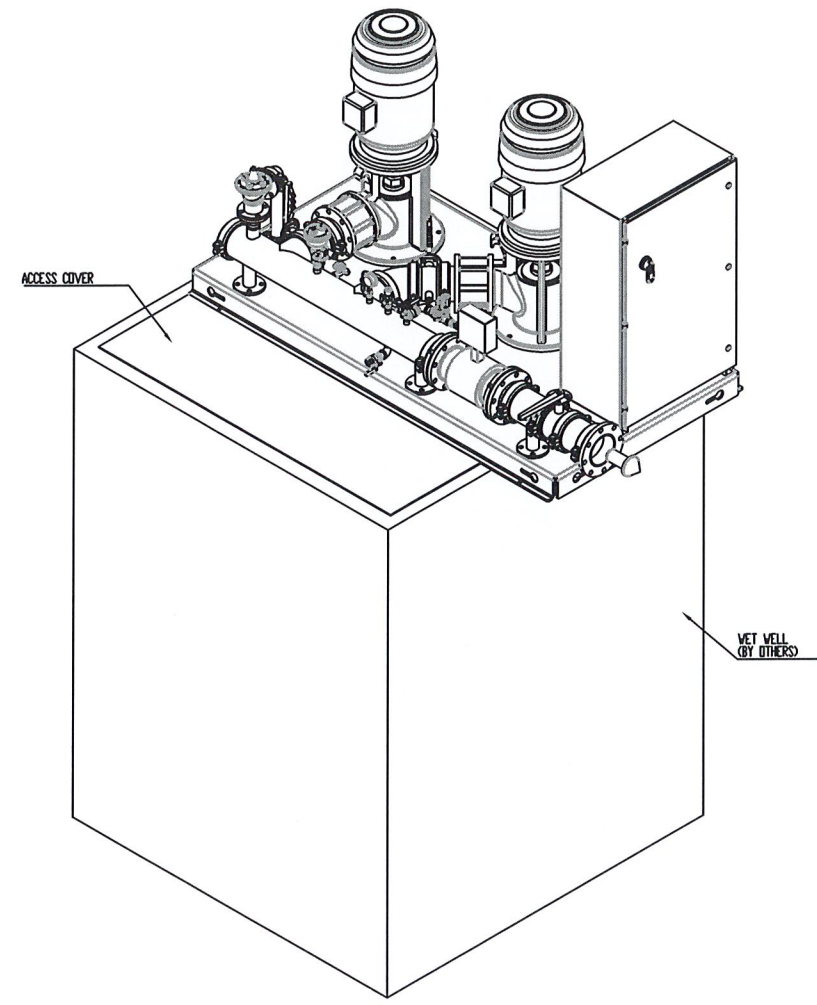
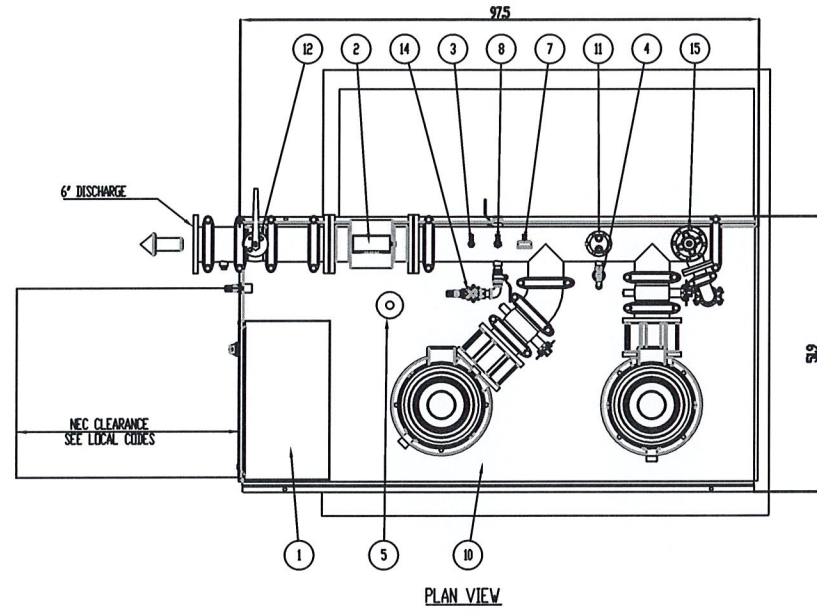
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BY: AJW

DRAWING DATE:
JUNE 2020

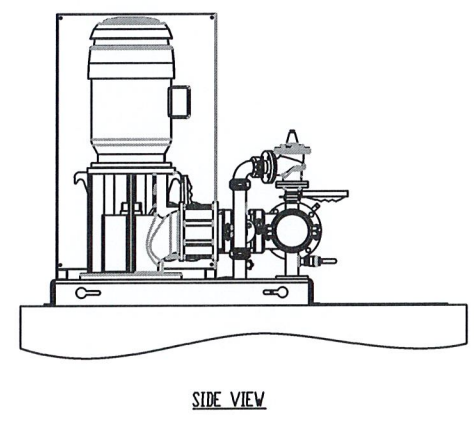
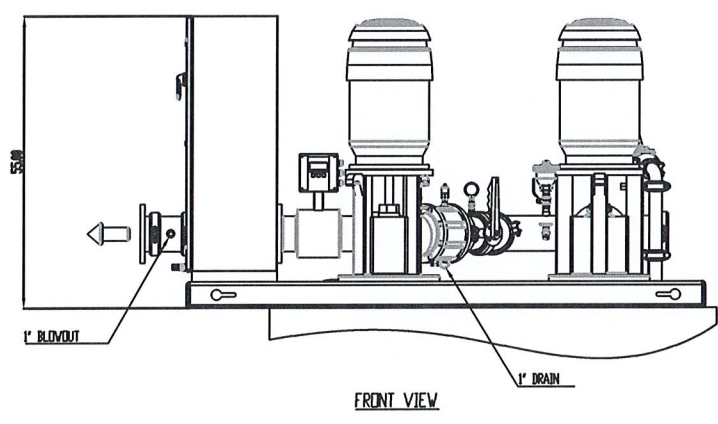
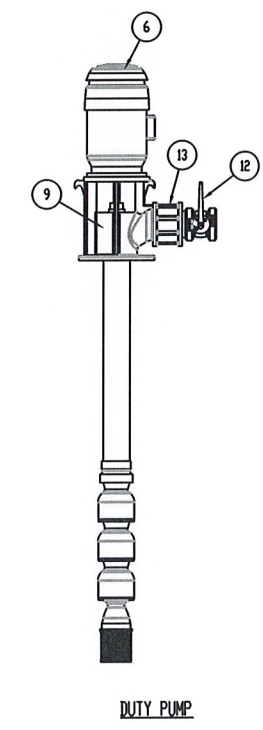
SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY

SHEET NO:

C10



DESIGN SPECIFICATIONS			
Design Flow Rate:	550 GPM @ 55 PSI Boost		
Duty Pump Details:	25 HP/Pump	550 GPM @ 140 TDH	
Minimum Power:	480 Volt / 3 Phase		
Model #	T#2T025X00550-055XXXB483NS-6		
ITEM NO.	DESCRIPTION	Size	QTY.
1	CONTROL PANEL	48"x30"x16"	1
2	FLOW METER, BADGER	6"	1
3	HIGH PRESSURE SWITCH	1/4"	1
4	WHSB TIB	3/4"	1
5	LEVEL SENSOR/FLOAT SWITCH CAP		1
6	MOTOR	25HP	2
7	PRESSURE GAUGE, 160PSI	2-1/2"	1
8	PRESSURE TRANSDUCER, 200PSI	1/4"	1
9	PUMP, TURBINE, 31 HEAD, 6"	6"	2
10	SKID, BENT	48"x6"	1
11	VALVE, AIR RELIEF	3/4"	1
12	VALVE, BUTTERFLY, GROOVE, LEVER	6"	3
13	VALVE, CHECK, SILENT	6"	2
14	VALVE, LAKE SCREEN SUPPLY	1"	1
15	VALVE, PRESSURE RELIEF, ANGLED	2"	1



 PPS PRECISION PUMPING SYSTEMS 6025 BUSINESS WAY REED, IDAHO 83846 208-223-5300 www.ppsps.com	MATERIAL	VERTICAL TURBINE PUMP STATION
	Piping: STEEL, A53	PROJECT: MIDDLETON RE-USE
	Size: GALVANIZED	LEVEL: 60% Pre-Final
	UNLESS OTHERWISE SPECIFIED: ALL DIMENSIONS ARE IN INCHES DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE	PART NO: 2T-NJ-FM-6
NON-POTABLE NOT FOR FABRICATION	DATE: 6/19/2020	REV: 002: D:\BUILD\NJS\BENCH 1 OF 1.DWG -

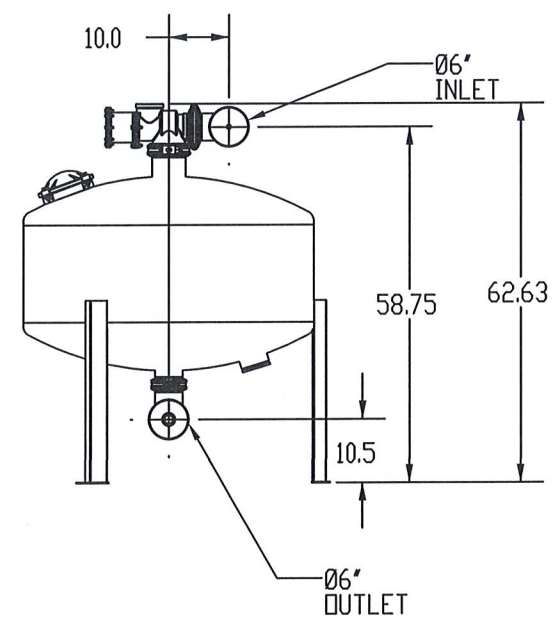
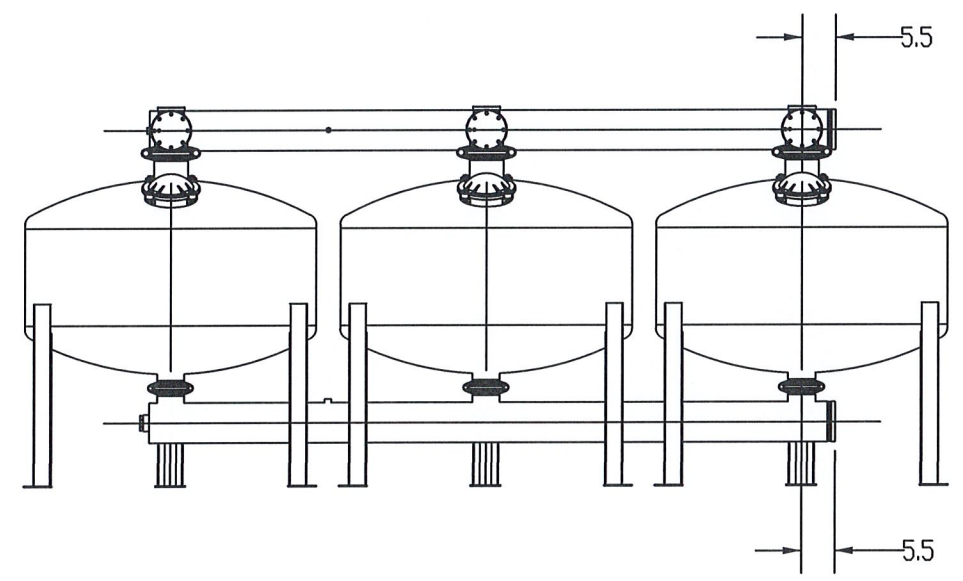
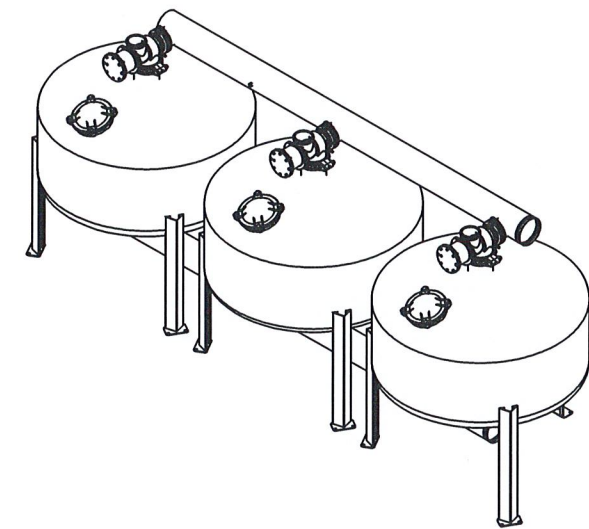
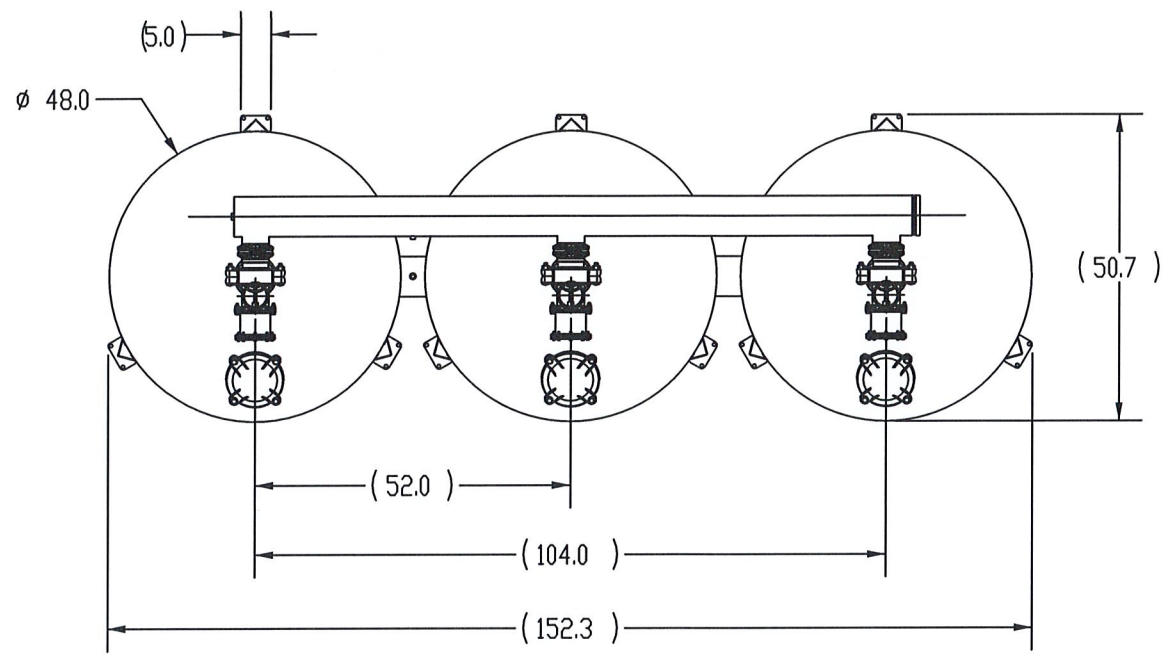


305 CORNELL ST
MIDDLETON, ID 83644
(208)453-2028 PH
(208)453-2035 FAX

PROJECT NAME:
CITY OF MIDDLETON
PILOT STUDY PROJECT

SHEET TITLE:
PUMP STATION
DETAIL BY PPS

DESIGNED BY: MM	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DRAWN BY:	
CHECKED BY: AJW	SHEET NO: C11
DRAWING DATE: JUNE 2020	



NOTES
 1. ALL DIMENSIONS IN INCHES
 UNLESS SPECIFIED OTHERWISE

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REVISION	BY	DATE	
△	X	X	1100 SERIES MEDIA FILTERS Model 348
△	X	X	
△	X	X	
1st GEN	SAB	12-15-98	SIZE: B SHEET 1 OF 1 WEIGHT: 1225 lbs
PART TYPE	FINISHED		CAD FILE: H/SOLIDWORKS/1100 SERIES/VERTICAL FILTERS
APPROVED BY			NOT TO SCALE DWG. NO. MODEL 348



305 CORNELL ST
 MIDDLETON, ID 83644
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PROJECT NAME:
 CITY OF MIDDLETON
 PILOT STUDY PROJECT

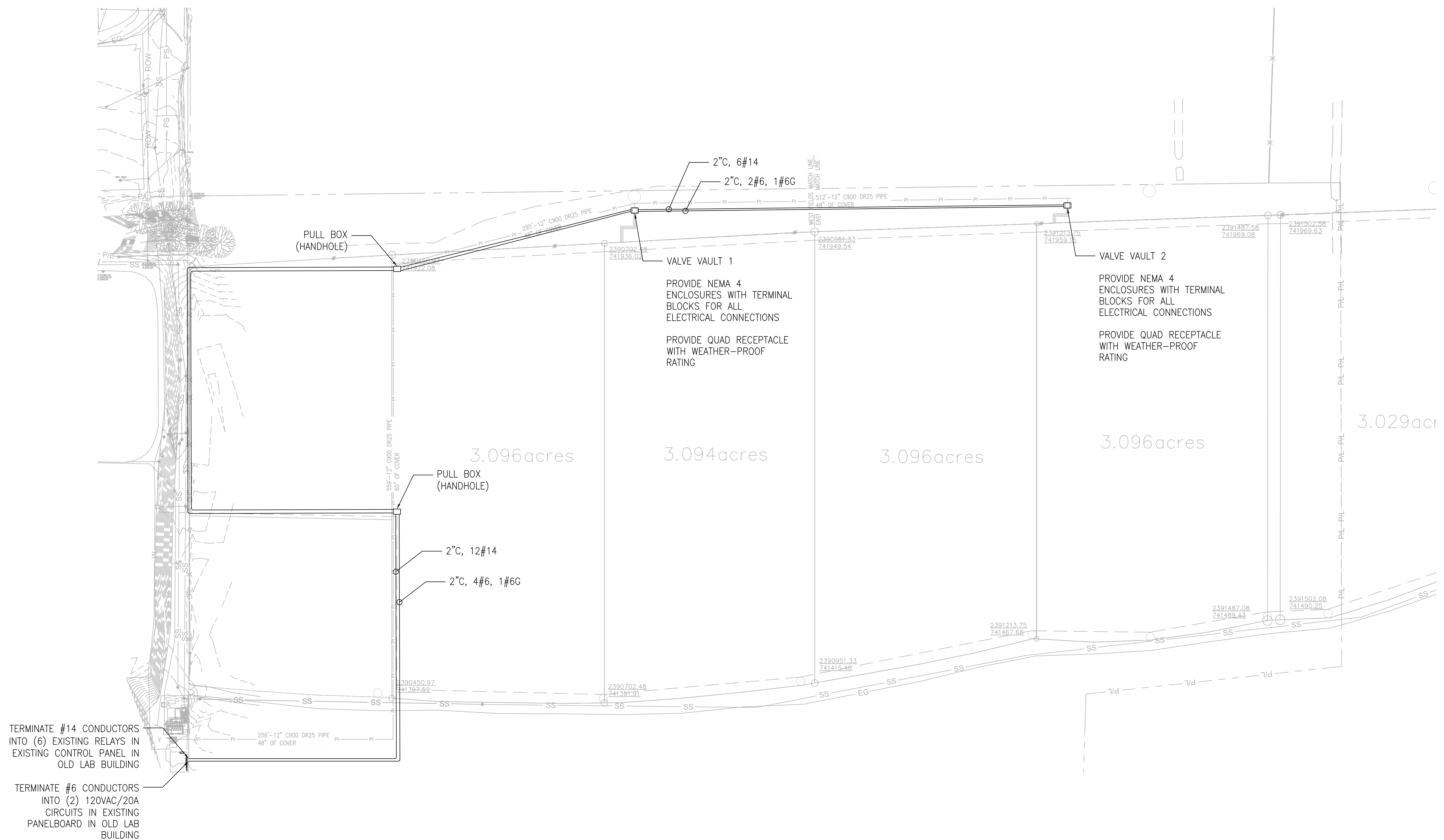
SHEET TITLE:
 SAND FILTER
 DETAIL BY FRESNO

DESIGNED BY:
 MM
 DRAWN BY:
 CHECKED BY:
 AJW
 DRAWING DATE:
 JUNE 2020

SCALES SHOWN
 ARE FOR 11" X 17"
 PRINTS ONLY
 SHEET NO:
 C12

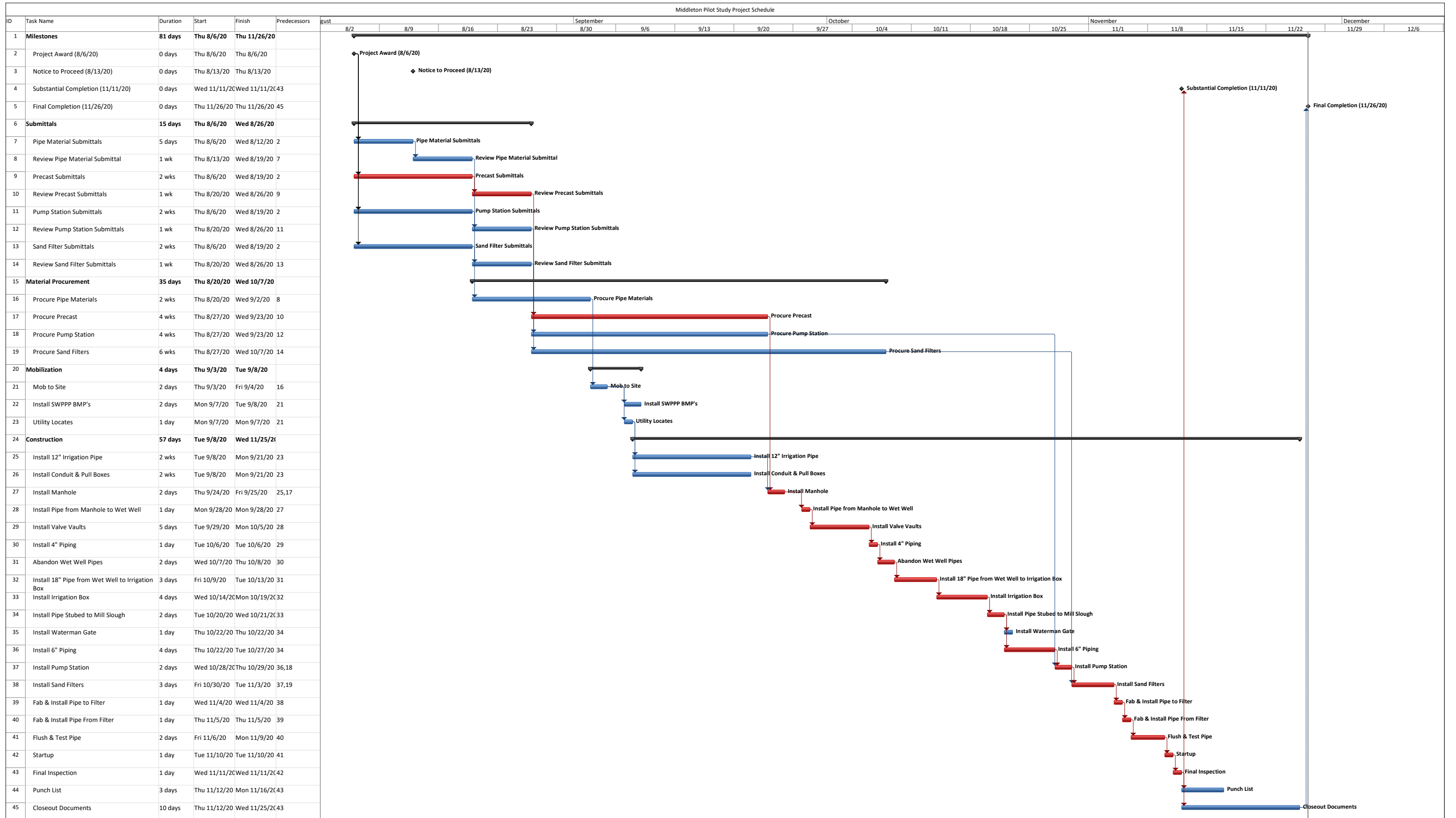
NOTES:

1. ADD CABLE PULL BOXES AT CONDUIT BENDS AS INDICATED.



WASTEWATER REUSE FARM LOCATION PLAN
SCALE: 1/64" = 10'

PROJECT: 0108-20-01		PROJECT DATE: 7/15/20		DESIGNER: AMK		DRAWN: AMK		CHECKED: SMB		APPROVED:		SCALE:		
CITY OF MIDDLETON, IDAHO WASTEWATER REUSE PROJECT														
LOCATION PLAN														
1006 S. FEDERAL WAY BOISE, IDAHO 83705 (208) 433-6907 (208) 426-0550 FAX														
Control Engineers														
REVISION NUMBER	DESCRIPTION	DRAWN BY	CHECKED BY	DATE	FOR BID	FOR REVIEW								
B		MTJ	MTJ	7/17/20										
A		AMK	MTJ	7/17/20										
SHEET NUMBER	E2.0													



Project: Project Date: Thu 7/30/20

Task Split	Milestone	Project Summary	External Milestone	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	Deadline	Critical Split
Summary	Summary	External Tasks	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	Critical	Progress

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August 4, 2020

Becky Crofts
City Administrator
City of Middleton (COM)
1103 West Main Street
Middleton Idaho, ID 83644

Subject: REQUEST FOR SUPPLEMENTAL ENGINEERING SERVICES NO. 3
Hartley Lane and SH44 Intersection | Project No. 18015

Dear Becky:

As discussed on 7/29/2020; we are requesting a supplemental for engineering services for additional design fees for the following:

- Design the traffic signal (wood poles with span wire and supplemental pedestrian poles and ADA ramps) at the intersection of Hartley and SH44, design to be completed to ITD standards on ITD 11X17 border and bid items. To be completed and submitted for review and comments by ITD.
- The pole locations will be placed to accommodate the full build-out (assuming no additional ROW is required to accomplish) lane configuration as follows:
 - SH-44: 1-12ft lane through lane in each direction, 1-12ft left turn lane, 1-12ft right turn lane and 8ft shoulders
 - Hartley: 1-11ft lane through lane in each direction, 1-11ft left turn lane, 1-11ft right turn lane, with curb and gutter, not shoulders.
- It is anticipated the City of Middleton will contract with a traffic signal Contractor. Precision will coordinate with the Contractor during the design process to expedite the construction process and minimize construction cost by having the Contractor available during the design process.

Assumptions

- The scope and budget assumes the bid documents will go through one round of City and ITD comments, to be completed at the same time; additional reviews will be completed as a supplemental to this Scope of Work.
- This scope and budget does not include construction observation and will be completed as a supplemental to this Scope of Work.
- This scope and budget does not include any additional topographic survey and/or geotechnical engineering and if required would be completed as a supplemental to this Scope of Work.
- This scope and budget assumes not additional right-of-way will be required and all improvements will be constructed in the existing right-of-way. If required would be completed as a supplemental to this Scope of Work.

Supplemental No.3 Budget

Total Lump Sum Budget: \$20,000.00

Schedule

It is anticipated the design will take 4 weeks to complete after receiving notice to proceed. It is assumed the review period will take approximately 2 weeks and revisions are anticipated to take 2 weeks after receiving comments for stamped PS&E submittal.

Sincerely,



Joel Grounds, P.E., PTOE | Principal Engineer