



AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday September 16, 2020

Time: 5:30 p.m.

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

Call-to-order, roll call, Pledge of Allegiance, Invocation
Information Item

1. Jeni Fried member of Library Board expired term.

Action Items

1. Consent Agenda (items of routine administrative business)
 - a. Consider ratifying September 11, 2020 payroll in the amount of \$ \$73,635.59 and accounts payable thru September 11, 2020 in the amount of \$304,237.63
 - b. Consider approving FCO – Coburn Annexation
2. Consider approving Proclamation of Recognition for Domestic Violence Awareness Month October 2020. – Mayor Rule
3. Consider approving the early payoff of the sewer bond dated July 23, 2020, Loan number 92-01, in the amount of \$191,899.81. Saving the City, a substantial amount of interest. – Wendy Miles
4. Consider approving purchasing new Konica Minolta BizHub C360I A3 copier in an amount not to exceed \$6,982.00.
5. **3rd Reading:** Consider adopting Ordinance No. 633: An Ordinance of the City of Middleton, Canyon County, Idaho, amending Title 5 of the Middleton city code updating general provisions, modifying and updating land use, setback table, subdivision of land, road standards and recreational vehicle park requirements, making other minor modifications and providing an effective date.
6. **Middleton Rural Fire District: 3rd Reading**
 - a. Consider approving adoption of Resolution No.451-20 : Adoption of the *Middleton Rural Fire District Impact Fee Study and Capital Improvement Plan* for the purpose of entering into an intergovernmental agreement with the Middleton Rural Fire District for the collection and expending of development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.
 - b. 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
 - c. Consider adopting development impact fees for *Middleton Rural Fire District*:
New Residential (per unit) \$849/per unit
New Non-Residential (per square foot) \$0.42/per square foot
 - d. Consider approving Resolution No. 449-20: Intergovernmental agreement with the *Middleton Rural Fire District* for the collection and expending of development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.

7. The City of Caldwell Fire Department & Caldwell Rural Fire District Impact Fee: 3rd Reading

- a. Consider approving Resolution No. 443-20: Adoption of the *City of Caldwell Fire Department & Caldwell Rural Fire District Impact Fee Study and Capital Improvement Plans* for the purpose of entering into an intergovernmental agreement with the Caldwell Rural Fire Protection District, City of Caldwell and Canyon County for the collection and expending of development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.
 - b. 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
 - c. Consider adopting development impact fees *for City of Caldwell Fire Department & Caldwell Rural Fire District*:
New Residential (per unit) \$665/per unit
New Non-Residential (per square foot) \$0.33/per square foot
 - d. Consider approving Resolution No.450-20: Intergovernmental Agreement with the *Caldwell Rural Fire Protection District, City of Caldwell and Canyon County* for the collection and expending of development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.
8. Consider approving Resolution No. 452-20: A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, ADDING FEES, FOR MIDDLETON RURAL FIRE DISTRICT IMPACT FEE, CITY OF CALDWELL FIRE/CALDWELL RURAL FIRE DISTRICT IMPACT FEE; AND PROVIDING AN EFFECTIVE DATE
9. Consider approving Change Order No. 1 from Irminger for the Natural Treatment Pilot Study project. It deducts \$18,314.00 based on a value engineering meeting. – Becky Crofts

Public Comments, Mayor and Council Comments, Adjourn

Posted by: 
Jennica Reynolds, Deputy Clerk

Date: September 15, 12:00 p.m.

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



CITY OF MIDDLETON

City Council

Coburn, Annexation, Rezone and Development Agreement
July 20, 2020 Application
August 10, 2020 P&Z
September 2, 2020 City Council

**Findings of Fact,
Conclusions of Law,
and Decision**

SUMMARY OF THE REQUEST

Consider a request by Neva L. Coburn to annex into Middleton City limits approximately 15.28 acres and rezone from Canyon County Agriculture (AG) to City of Middleton Mixed Use (M-U) and complete a Development Agreement. The property is addressed as 23624 Lansing Lane, Middleton, Idaho and commonly referred to as Canyon County Parcel R3383601.

FINDINGS OF FACT

The Middleton Planning and Zoning Commission makes the Following Findings of Fact, Conclusions of Law, Decision and Notice.

1. **APPLICANT:** Neva L. Coburn
2. **APPLICATION:** The application was accepted by the City on July 20, 2020.
3. **APPLICABLE CODES AND STANDARDS:** The ordinances and standards used in evaluating the application are:
Idaho Code Title 67, Chapter 65
Middleton City Code (MCC) 1-14-1, -2 and -4
Middleton City Code, Title 5, Chapters 1 and 2
Middleton City Code, Title 5, Chapter 4, Tables 1 and 2
Middleton Comprehensive Plan, Dec. 4, 2019 version
4. The subject property is currently zoned Canyon County Agriculture (AG), is located outside of city limits (in Canyon County) and is approximately 15.28 acres. The applicant is requesting annexation into City of Middleton limits, with zoning to M-U Mixed Use.
5. The purpose of the M-U (Mixed Use) Zone is to accommodate a variety and mixture of medium and high density residential and commercial uses.



CITY OF MIDDLETON

City Council

6. The requested property is located along the East side of Lansing Lane, West of New Castle Court, North of New Castle Drive and South of Foothill Road. This will also further connect the City's water, sewer and transportation systems in the area.
7. A neighborhood meeting was held, and notes are as attached.

CONCLUSIONS OF LAW

Notice of the application was given according to law. The City Council public hearing was conducted according to law, and the City has kept a record of the application and related documents.

DECISION

The Middleton City Council approved the request for annexation, zoning to Mixed Use (M-U) and Development Agreement for 15.28 acres, with the following conditions:

- A. Development agreement be completed.
- B. City of Middleton municipal domestic water, fire flow, sanitary sewer services and transportation facilities are extended to serve the properties.
- C. Requirements of Middleton Rural Fire are incorporated.
- D. Requirements of CHD#4 are incorporated.
- E. Dedicate required 9th street right-of-way to the City.

DECISION APPROVED BY CITY COUNCIL ON: September 2, 2020.

NOTICE

This decision is deemed by Idaho law to be a final decision. An affected person aggrieved by a final decision may within twenty-eight (28) days after all remedies have been exhausted under local ordinances seek judicial review as provided by title 67, chapter 52, Idaho Code. The applicant has a right in writing to request in writing to the city a regulatory taking analysis pursuant to section 67-8003, Idaho Code.

September _____, 2020.

Steven J. Rule, Mayor

Attest:

Bruce Bayne
Planning and Zoning Official

**PROCLAMATION OF RECOGNITION FOR
DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER, 2020**

Whereas, 1 in every 3 women will experience domestic violence during her lifetime; and approximately 15.5 million children are exposed to domestic violence every year; and

Whereas, fleeing domestic violence has caused women and children to be the fastest growing homeless population; and

Whereas, the problem of domestic violence is not confined to any group or groups of people, but crosses all economic, racial, gender, educational, religious, and societal barriers, and are sustained by societal indifference; and

Whereas, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and

Whereas, victims should have help to find the compassion, comfort, and healing they need, and abusers should be punished to the full extent of the law; and

Whereas, victims of violence should have access to medical and legal services, counseling, emergency and transitional housing, and other supportive services so that they can safely escape the cycle of abuse; and

Whereas, a coalition of organizations has emerged to confront this crisis and are achieving success. Law enforcement officials, shelters, hotline services, healthcare providers, clergy and concerned citizens are helping in the effort to end domestic violence. We must recognize the compassion and dedication of these volunteers and professionals; applaud their efforts and increase public understanding of this important problem.

Now Therefore, I, Steven J. Rule, Mayor of the City of Middleton, do hereby proclaim the month of October 2020 as:

Domestic Violence Awareness Month

And urge all citizens of Middleton to become a part of the coordinated community response to domestic violence and to send the message that this crime will not be tolerated in our community.

Steven J. Rule, Mayor
City of Middleton



September 2, 2020

Middleton, City of
Pay Off Balance

Listed below is the account balance information as of 09/30/2020:

Loan No:	92-01
Loan Amount:	\$1,200,000.00
Unpaid Principal:	\$190,281.12
Unpaid Interest:	\$1,618.69
Unpaid Total Balance:	\$191,899.81
Daily Interest Accrual:	\$23.4593

If you have any questions, please email me at Amy.Christman@usda.gov

Sincerely,

/s/ Amy Christman
Amy Christman
Area Technician

Rural Development • Eastern Idaho Area Office
725 Jensen Grove Drive • Suite 1 • Blackfoot, ID 83221 Voice (208) 690-3548 • Fax (855) 505-1565
USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 680-7442 or email at program.intake@usda.gov.

COST ANALYSIS



KONICA MINOLTA

Current Situation

Lease Program

Installed

Maintenance & Toner Program

Black cpc \$ 0.01102

Color cpc \$ 0.12502

Month	Black	Color	Total	Maint.	Lease	MCO
September			0	\$0.00	\$0.00	\$0.00
August			0	\$0.00	\$0.00	\$0.00
July			0	\$0.00	\$0.00	\$0.00
June			0	\$0.00	\$0.00	\$0.00
May			0	\$0.00	\$0.00	\$0.00
April			0	\$0.00	\$0.00	\$0.00
March			0	\$0.00	\$0.00	\$0.00
February			0	\$0.00	\$0.00	\$0.00
January			0	\$0.00	\$0.00	\$0.00
December			0	\$0.00	\$0.00	\$0.00
November			0	\$0.00	\$0.00	\$0.00
October			0	\$0.00	\$0.00	\$0.00
Total	57,060	30,516	0	\$4,444.00	TCO	\$0.00
Avg. Mo.	4,755	2,543	0	\$370.33	Avg MCO	\$370.33

New Program

Lease Program

Maintenance & Toner Program

Black cpc \$0.00770

Color cpc \$0.05100

Month	Black	Color	Total	Maint.	Lease	New MCO
September	4,755	2,543	7,298	\$166.31	\$146.62	\$312.93
August	0	0	0	\$0.00	\$0.00	\$0.00
July	0	0	0	\$0.00	\$0.00	\$0.00
June	0	0	0	\$0.00	\$0.00	\$0.00
May	0	0	0	\$0.00	\$0.00	\$0.00
April	0	0	0	\$0.00	\$0.00	\$0.00
March	0	0	0	\$0.00	\$0.00	\$0.00
February	0	0	0	\$0.00	\$0.00	\$0.00
January	0	0	0	\$0.00	\$0.00	\$0.00
December	0	0	0	\$0.00	\$0.00	\$0.00
November	0	0	0	\$0.00	\$0.00	\$0.00
October	0	0	0	\$0.00	\$0.00	\$0.00
Total	57,060	30,516	87,576	\$1,995.68	New TCO	\$3,755.12
Avg. Mo.	4,755	2,543	7,298	\$166.31	New MCO	\$312.93
				Current Situation		\$370.33
				Monthly Savings		(\$57.41)



KONICA MINOLTA

New Konica Minolta MFP Proposal – State Contract Pricing

<u>Qty</u>	<u>Item #</u>	<u>Description</u>
1	AA2J011	bizHub C360i A3 MFP @ 36ppm
1	AAMNWX1	DF-714 / Single Pass Scan Document Feeder - Up to 200ppm
1	AAV5016	PC-417 / Paper Feed Cassette (2,500 sheets)
1	A87JWY2	FS-536 / 50-Sheet Console Finisher & Relay Unit
1	A3ETW11	PK-520 / Hole Punch Kit
1	A883012	FK-514 / Fax Kit
1	XGPCS515DKM	Diagnostic Power Filter 120v/15a

Total: \$6,982.00

60 Mo. FMV Lease: \$ 146.62/mo.

Maintenance: (Billed CPC) \$ 0.00770 - Black
\$ 0.05100 - Color

Includes: Installation, Training, Removal & Recycle of existing Konica Minolta MFP



ADVERTISING RECEIPT

PO Box 9399
 1618 N Midland Blvd, 83651,
 Nampa, ID 83652
 Ph. (208) 465-8129 Fax: (907) 452-5054

BILLING DATE:	ACCOUNT NO:
08/12/20	23106

LEGAL NOTICE

NOTICE OF PUBLIC HEARING
 CITY OF MIDDLETON, IDAHO

NOTICE IS HEREBY GIVEN the Middleton City Council is scheduled to hold a public hearing at **5:30 p.m. on Wednesday, September 2, 2020** at Trolley Station 310 Cornell Street Middleton, Idaho to consider the following:

Ordinance No. 633 of the City of Middleton, Canyon County, Idaho, amending Title 5 of the Middleton city code updating general provisions, modifying and updating land use, setback table, subdivision of land, road standards and recreational vehicle park requirements, making other minor modifications and providing an effective date.

All are invited to attend the hearing and offer comments. Written comments may be submitted to the Planning and Zoning Official, Bruce Bayne at bbayne@middletoncity.com or mailed to City of Middleton, P.O. Box 487, Middleton, ID 83644.

August 14, 2020 24789

JENNICA REYNOLDS
 1 MIDDLETON, CITY OF
 P.O. BOX 487
 MIDDLETON, ID 83644

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
24789	PH 9/2/2020	08/14/20	08/14/20	1	\$31.64

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount:	\$0.00	Gross:	\$31.64
Surcharge:	\$0.00	Paid Amount:	\$0.00
Credits:	\$0.00		

Amount Due: **\$31.64**

We Appreciate Your Business!

Ordinance No. 633

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AMENDING THE MIDDLETON CITY CODE TITLE 5, CHAPTER 1, SECTION 5 UPDATING HEAVY INDUSTRIAL STANDARDS; AMENDING TITLE 5, CHAPTER 2, SERCTION 4, TABLE 1 TO UPDATING CERTAIN LAND USE STANDARDS; UPDATING TITLE 5, CHAPTER 2, SECTION 3, TABLE 2 WITH REVISED NOTES; UPDATING PLAT APPLICATION SUBMISSION REQUIREMENTS; AND UPDATING REQUIRED ROAD IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Middleton, Idaho, is a municipal corporation organized and operating under the laws of the State of Idaho, and

WHEREAS, the City of Middleton, Idaho, seeks to update the provisions of its zoning and subdivision ordinances; and

WHEREAS, the City held a public hearing, noticed and conducted in accordance with Idaho law, before the city council on September 2, 2020; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AS FOLLOWS:

Section 1: Middleton City Code Title 5, Chapter 1, Section 5 ZONING DISTRICTS is hereby amended to read as follows:

5-1-5: ZONING DISTRICTS:

M-2 (Heavy Industrial): The purpose of the M-2 (Heavy Industrial) Zone is to accommodate more intense industrial, ~~and~~ manufacturing uses, mini-warehouse storage and recreational vehicle (RV) parks.

Section 2: Middleton City Code Title 5, Chapter 2, Section 4, Table 1 is hereby amended, in part, to read as follows:

Use ^{1,2}	A-R	C-1	C-2	C-3	M-1	M-2	R-1	R-2	R-3	R-4	R-4T	M-F	M-U
Mini ware-house storage				A	A	AS							S
Mining/mineral extraction	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	AS	AS	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>
Recreational vehicle (RV) park				A	A	<u>S</u>							

Notes:

3. Agriculture or horticulture, including the raising of fowl, poultry and animals, except hogs, billygoats and roosters, not exceeding a total of 4 on any lot or acre. Further provided that no horse, cow, emu or usual large farm animal shall be maintained on any lot ~~which is~~ less than one-half (1/2) acre in size; and providing that buildings and enclosures housing such large farm animals shall be not less than 30 feet from any property line; and at least 50 feet from all residential structures.

Section 3: Middleton City Code Title 5, Chapter 2, Section 3, Table 2 is hereby amended to read as follows:

District	Requirements ⁷								
	Maximum Density (Units/Gross Acres)	Maximum Height	Front ^{3, 5}	Rear ⁶	Side ^{3, 6}	Side Street ^{3, 6}	Interior Lot Area (Sq. Ft.)	Minimum Lot Width ¹	Maximum Lot Coverage ²
A-R	0.2	35'	35'	30'	12'	35'	2 acres	150'	20%
C-1 ⁴		35'	10'	0'	0'	10'	0		90%
C-2 ⁴		35'	10'	0'	0'	10'	0		90%
C-3 ⁴		45'	10'	0'	0'	10'	0		90%
M-1 ⁴		45'	10'	0'	0'	10'	0		90%
M-2 ⁴		45'	10'	0'	0'	10'	0		90%
R-1	1.0	35'	35'	30'	12'	35'	20,000	100'	50%
R-2 ⁹	2.0	35'	25'	30'	12'	35'	15,000	90'	50%
R-3 ⁹	3.0	30'	25'	20'	10'	20'	8,000	75'	60%
R-4	4.0	30'	25'	20'	10'	20'	6,000 ⁸	60'	60%
R-4T	4.0	20'	25'	20'	6/7'	20'	5,500	55'	60%
M-F	12.0	35'	20'	20'	12'	20'	3,500 ⁸		75%

M-U	12.0	35'	20'	20'	12'	20'	3,500 ⁸		75%
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Notes:

9. See section 5-4-11-2 of this Code.

Section 4: Middleton City Code Title 5, Chapter 5, Section 3, TRAFFIC IMPACT ANALYSIS is hereby amended to read as follows:

All subdivisions containing more than twenty five (25) equivalent dwelling units shall provide a traffic impact analysis, prepared and stamped by a licensed traffic engineer and submitted with the preliminary plat application. A traffic impact analysis may be required with an application for any development as deemed necessary on a case by case basis. An analysis may be waived if traffic impacts are mitigated through provisions identified in a development agreement. The analysis shall be reviewed and approved by the city.

Section 5: Middleton City Code Title 5, Chapter 4, Section 4, Subsections A and PRELIMINARY PLAT is hereby amended to read as follows:

5-4-4: PRELIMINARY PLAT:

- A. Application: In addition to the application requirements in subsection 1-14-2A of this Code, an applicant shall file with the City: a copy of the complete application, fees, ~~and~~ one (1) electronic full-size PDF copy, and three full-sized copies of the preliminary plat with data as required in this section, and a title report or commitment for title insurance, including schedule B, indicating the nature of the applicant's ownership of land included in the preliminary plat. The City, at least fifteen (15) calendar days before the initial public meeting, shall mail to landowners within three hundred feet (300') of the external boundaries of the lands to be subdivided a notice that the City received an application, the number of acres and proposed number of residential, non-residential, and total lots, proposed land uses, and the dates and times that the application can be reviewed at City offices. After all City comments are addressed by the applicant, and prior to any public meeting about the plat, the applicant shall submit one (1) electronic full-size PDF copy to the City.
- 1. Form Of Presentation: The information hereinafter required as part of the preliminary plat submitted shall be shown graphically or by note on plans and may comprise several sheets showing various elements or required data. All mapped data for the same plat shall be drawn at the same standard engineering scale, having not more than one hundred feet to an inch (1" = 100'). Whenever practical, scales shall be adjusted to produce an overall drawing measuring twenty four inches by thirty six inches (24" x 36"), but not exceeding forty two inches by sixty inches (42" x 60").
- 2. Identification And Descriptive Data: The following existing and proposed information shall be shown on the preliminary plat or submitted separately:

- a. Proposed name of subdivision and its location by section, township and range, centered at the top, if possible; reference by dimension and bearing to a section corner, quarter section corner, or recorded monument.
- b. The following information constituting the name block shall be listed along the right edge, if possible: subdivision name, revision data, name, address and phone number of property owner(s), subdivider, engineer or surveyor who prepared the plat.
- c. If the subdivision is to be developed in phases, phase lines, numbers and development data per phase shall be shown on the plat. If changed during development, the subdivider shall obtain City approval of an amended preliminary plat prior to filing an application for final plat.
- d. Scale, north arrow and date of preparation including dates of any subsequent revisions.
- e. Vicinity map drawn to a maximum scale of one inch equals one thousand feet (1" = 1,000'), clearly showing proposed subdivision configuration in relationship to adjacent subdivisions, roads, parks, schools, waterways, etc.
- f. Topography based on current USGS datum shown on the same map as the proposed subdivision layout. Contour lines shown at two foot (2') intervals, referenced to an established bench mark, including location and elevation.
- g. Location of water wells, streams, canals, irrigation laterals, private ditches, drains, washes, lakes or other water features; direction of flow; and the regulatory floodplain and floodway boundaries.
- h. Location, widths and names of all existing and proposed: platted roads, easements, alleys and bicycle/pedestrian pathways, arrows indicating direction of slopes, type of surface, curb, gutter and/or sidewalks, connections to adjoining lots, and other important features such as railroads, utility rights-of-way and easements of public record, public areas, and permanent structures such as water wells, septic systems and drainfields.
- i. Name of any recorded adjacent subdivision, and owner of land not in a subdivision, having a common boundary with the lot.
- j. By note, the existing zoning classification of the lot and adjacent land. If the plat includes land for which multi-family, commercial or industrial use is proposed, such areas shall be clearly designated together with existing zoning classification.
- k. By note: the total acreage of the subdivision; the total number of lots, cumulative and by phase; the total number of buildable lots by phase; and the total number of common area lots by phase.

- l. The subdivision boundary shall be based on an actual field survey including professional stamp. Boundary problems shall be resolved and nonbuildable remnant parcels are prohibited. Show any public dedications of rights-of-way or easements.
- m. Names of all property owners adjacent to the exterior boundary of the proposed subdivision.
- n. Location and type of utility systems, such as: stormwater, sewer, water, streetlights, fiber and fire hydrants.
- o. Typical lot dimensions to scale; dimensions of all corner lots and lots of curvilinear sections of roads; each lot, block and phase numbered consecutively and individually.
- p. Designation of all land to be dedicated for public use with purpose indicated. Designation of all land to be used for a common purpose and designate the purpose, including the intended beneficiary and person or entity responsible to maintain the property.
- q. Identify any special development area as defined in section [5-4-13](#) of this chapter.
- r. Applicant is responsible to review comprehensive plan maps (including transportation, schools and recreation maps) and include on the preliminary plat respective transportation, school and recreation improvements. ~~If a transportation improvement that is identified on the transportation map is entirely on the applicant's property, then the City may pay to design the improvement and pay up to forty five percent (45%) of the cost of construction; the applicant shall pay for the remaining construction costs.~~ Applicant shall pay its prorata share of any improvements recommended by a City approved traffic ~~study~~ impact analysis before the City approves the final plat or final plat of the first phase.

3. Proposed Utility Methods:

- a. Sewage Disposal: The subdivider shall furnish the subdivision design flows and any special operation of the sanitary sewage facilities proposed. A preliminary layout and statement as to the type of facilities proposed shall appear on the preliminary plat.
- b. Water Supply: The subdivider shall furnish the design, operation, volume and quality of the water supply requested and facilities proposed. A preliminary layout and statement as to the type of facilities proposed shall appear on the preliminary plat.
- c. Stormwater Disposal: The subdivider shall furnish the design and operation of the stormwater disposal system. A statement as to the type of facilities proposed and an indication of the area to be used for treatment/disposal shall appear on the preliminary plat. All stormwater is to be managed on site.
- d. Irrigation System: A statement describing the proposed irrigation system, point of delivery, and preliminary layout shall appear on the preliminary plat.

Section 6: Middleton City Code Title 5, Chapter 4, Section 7, Subsections A and I, FINAL PLAT is hereby amended to read as follows:

5-4-7: FINAL PLAT:

A. Application:

1. An applicant shall file with the City: a copy of the complete final plat application, fees, and one (1) electronic full-size PDF copy, and three full-sized copies of the final plat with data as required in this section. After all City comments are addressed by the applicant, and prior to any Council consideration of the plat, the applicant shall submit one (1) electronic full-size PDF copy and three full-sized copies to the City.

I. Recording Of Final Plat: The subdivider shall record the City approved final plat. At the time of recording of the final plat, the City is deemed to have accepted the dedications shown. After recording, the subdivider shall deliver to the City one (1) electronic PDF copy and two full sized and two 11" x 17" copies, printable in full and eight and one half by eleven (8¹/₂ x 11) sizes, showing recording information

Section 7: Middleton City Code Title 5, Chapter 4, Section 11, Subsection 2 is hereby amended and a new section 9 is hereby added to read as follows:

5-4-11-2: REQUIRED IMPROVEMENTS:

A. Minimum Improvements: The owner or subdivider shall construct the following improvements for the subdivision/development according to the Middleton Comprehensive Plan Transportation, Schools and Recreation map, Idaho Standards for Public Works Construction, (ISPWC) and the Middleton supplement to the ISPWC.

Subdivisions in an R-1 Zone: Local roadway Curbcurb, gutter and, sidewalks, and streetlights are not required. Local roadway Public-public roads may be narrowed, and no parking on the public roads. Right-of-way may be narrowed if there are not sidewalks. A three-car garage and lighting the entire front of house are required on each residential lot. Reminder, this Code allows a horse, cow or large farm animal(s) on lots at least one acre in size this code prohibits large farm animals on any lot less than one-half (1/2) acre in size.

Subdivisions in an R-2 and R-3 Zone: Local roadway Curbcurb, gutter, and sidewalks, and streetlights are not required, if all residential lots are at least one-half (1/2) acre in size. Local roadway Right-right-of-way may be narrowed if there are not sidewalks. A three-car garage and lighting the entire front of house are required on each residential lot. Reminder, this code prohibits large farm animals on any lot less than one-half (1/2) acre in size this Code prohibits a horse, cow or large farm animal(s) on lots less than one acre in size.

Subdivisions in an R-3 Zone: Curb, gutter, sidewalks, and streetlights are required. A two-car or three-car garage is required on each residential lot.

1. Roads, Curbs And Gutters: Roads and portions of roads constructed to finished grade with approved centerline monuments to be set to the road surface by a registered professional land surveyor; improved with asphalt plant mix and combination of concrete curb and gutter, or alternate road section as approved by the City. Roads, rights-of-way and associated improvements shall be extended to the property boundary providing connectivity and orderly growth as directed by the City.
2. Sidewalks, Pathways, Bicycle Lanes, and Greenbelt: Five-foot (5') wide concrete sidewalks abutting the curb on both sides of the road, unless otherwise approved by the City; eight-foot (8') wide asphalt detached pathways on both sides of the road, unless otherwise approved by the City; and six-foot (6') wide bicycle lanes on both sides of the road, unless otherwise approved by the City; and twelve-foot (12') wide asphalt pathway, centered on a minimum twenty foot (20') wide lot or easement, dedicated to the city, in the greenbelt.
3. Stormwater Disposal: The management of stormwater shall conform with the City stormwater management policy (section [5-4-10-9](#) of this chapter).
4. Utilities: The extension of utilities, including power distribution lines, shall be underground and at the developer's expense, and shall have the capacity and placement necessary to serve land located beyond the project site. Developer is responsible for construction of utilities to and through Developer's project site as determined by the City.
5. Sanitary Sewer System: Connection to City sewer is required. Approval of the subdivision shall be based on treatment capabilities, such as density requirements, the need for entirely new systems and other treatment possibilities that are in harmony with officially recognized practices of the City.
6. Domestic Water System:
 - a. Connection to City water is required. Water hookups shall be allowed only within the City limits unless approved by the Council upon recommendation of the City Engineer.
 - b. If the City requires a larger water main to accommodate future development than the size of line required by the City for the subdivision/development, the developer shall install the larger line size required by the City.
 - c. Four inch (4") blowoffs for water lines shall be required at the terminus of all dead end main lines unless a standard fire hydrant is available at the terminus.
7. Monuments: Monuments shall be set in accordance with Idaho Code section 50-1303. For each subdivision phase or development, any portion of which is located within a regulated floodplain, one elevation monument setting forth the elevation and datum shall be located within a monument box, as well as identified on the record drawings. The location of the monument shall be approved by the City Engineer.

8. Fire Hydrants: Fire hydrants shall be installed by the subdivider in locations specified by the City, every six hundred feet (600'), or as determined by the Fire Code and the Middleton Rural Fire District.
9. Road Name Signs: Road name signs shall be installed in the appropriate locations at each road intersection. Cost of road signs shall be the responsibility of the developer and the signs shall be installed to City specifications.
10. Streetlights: Streetlights shall be required to be installed by the subdivider/developer at the intersections, cul-de-sacs, at approximately every four hundred feet (400'), and where the City deems necessary throughout the subdivision/development. All costs to install streetlights and poles shall be borne by the developer.
11. Service Connections: All service connections for sanitary sewer and domestic water shall be installed to the property line before placing base gravel for the road.
12. Irrigation Improvements: A pressure irrigation system shall be provided. All irrigation structures, lines and drain lines except mains used for stormwater management shall be located or relocated out of the road right-of-way. City water may not be used for irrigation supply unless specifically approved by the City.
13. Perimeter Fence: Developers of residential subdivisions shall install a six-foot (6') fence along the perimeter of each phase of the subdivision by the time the City signs the final plat for that phase.
14. Monument Signs at Entrances: Obtain a sign permit from the City and construct a monument-type sign at subdivision entrances from ~~collector and arterial~~ public roads.
15. On Site And Off Site Improvements: On-site and off-site improvements of any of the above are required where it is deemed necessary to properly serve the proposed development or protect the integrity of the usefulness of existing off-site improvements or utilities.

B. Inspections:

1. Appropriate agencies, departments, the City and/or others shall inspect or cause to be inspected improvements such as buildings, public utilities and infrastructure, in the course of construction, installation or repair. Excavations shall not be covered or backfilled until such installations have been inspected. If any such installation is covered before being inspected and approved, it shall be uncovered after notice to uncover has been issued by the City to the responsible person.
2. The owner and/or subdivider shall retain a full time licensed professional engineer or licensed construction manager who shall supervise the construction inspection, certify that all improvements were constructed in accordance with the approved improvement

drawings and City standards and furnish the City two (2) hard copies and one electronic PDF copy of the certified as built improvement drawings and construction logs complete with ties to all water valves and service connections.

3. The City shall be notified when construction begins on any of the improvements listed and prior to performing utility line pressure tests. Any improvements deemed unsatisfactory by the City Engineer shall be corrected at the subdivider's expense.

Section 10: This ordinance, or a summary thereof as provided by Idaho Code §50-901A, shall be published in one (1) issue of the official newspaper of the City of Middleton, Idaho, and shall take effect immediately upon its passage, approval and publication.

Dated this _____ day of September, 2020.

CITY OF MIDDLETON
Canyon County, Idaho

Steven J Rule, Mayor

ATTEST:

Jennica Reynolds, Deputy City Clerk

CITY OF MIDDLETON

RESOLUTION NO. 451-20

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

- **Making certain findings;**
- **Adopting the *Middleton Rural Fire District Impact Fee Study and Capital Improvements Plan Final Report Amended January 2019*;**
- **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 Middleton Rural Fire 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 areas within the City limits of the City of Middleton ("City") north of the Boise River and areas surrounding the City on the north, east and west, and the Fire District provides fire and emergency services within the City; 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 Joint Advisory Committee consisting of five members of which at least two (2) are active in development, banking, and real estate; and
- 19** Prior to May 14, 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 *City of Middleton/Middleton Rural Fire District Joint Development Impact Fee Advisory Standing Committee* (the “Joint Advisory Committee”); and
- 110** On May 14, 2018, Galena Consulting submitted to the Board of Commissioners of the Fire District a Final Report entitled *Middleton Rural Fire District Impact Fee Study and Capital Improvement Plan Final Report – May 2018* and subsequently met with the Joint Advisory Committee who approved and recommends to the Fire District Board of Commissioners and the City Council for adoption the *Middleton Rural Fire District Impact Fee Study and Capital Improvement Plan Final Report – May 2018 Amended January 2019* (the “Middleton Rural Fire District CIP”) both of which were prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the 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 60% increase in the population of the Fire District between 2018 and 2028; and

- Establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
 - Projects an increase in Service Units within the boundaries of the Fire District of 4,367 residential units and 703,333 square feet of nonresidential development over the next ten (10) years; and
 - Projects that new growth within the City 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 93% of growth within the City will be residential development and 7% will be nonresidential development; and
 - Based on these projections, calculates that an impact fee in the amount of \$849 for each dwelling unit and \$0.42 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 August 14, 2019, the Board of Commissioners of the Fire District approved the form and content of the *Capital Improvements Plan Final Report – May 2018 Amended January 2019* and authorized Galena Consulting to present the Middleton Rural Fire District CIP to the City Council of the City of Middleton; and
- 1.13** Prior to the adoption of the Middleton Rural Fire 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 12th day of June, 2019, and the City Council of the City of Middleton will hold its public hearing on the _____ day of _____, 2020; and
- 1.14** The Middleton Rural Fire 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 Middleton Rural Fire 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 Middleton Rural Fire 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 Middleton Rural Fire District CIP (Final Report – May 2018 Amended January 2019), 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 Middleton Rural Fire 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: _____, 2020

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 _____, 2020 by the following vote:

Ayes: _____
Noes: _____
Absent: _____

By: _____
Becky Crofts, *City Clerk*

CITY OF MIDDLETON

Certification of Resolution _____

STATE OF IDAHO)

: ss.

County of Canyon)

I certify that this is a true and correct copy of Resolution _____ 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

Middleton Rural Fire District

IMPACT FEE STUDY AND CAPITAL IMPROVEMENTS PLAN

Final Report - Amended January 2019

FINAL REPORT – May 2018
AMENDED – January 2019

Middleton Rural Fire District
Impact Fee Study and
Capital Improvement Plan

Prepared By

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



Section I.

Introduction

This report regarding impact fees for the Middleton Rural Fire District 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.

Background and Objectives

The Middleton Rural Fire District hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the District's demographic data and infrastructure costs before credit adjustment; calculates the District'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). 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 District's Capital Improvement Plan;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 District to implement the Capital Improvement Plan methodology to calculate impact fees. The District can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the District 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 Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.¹⁷ 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 District 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 District to growth-related system improvements; and
- All other available sources of funding such system improvements.²⁰

Through data analysis and interviews with 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, the 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 District’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.

The forward-looking 10-year CIP for the District include some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the District 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 district by answering the following seven questions:

1. **Who is currently served by the 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 District?** Since an important purpose of impact fees is to help the District 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 District to provide this level of service?** This provides a current inventory of assets used by the District, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the District's current assets.
4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the District's current assets' total value is needed to serve current residential households and nonresidential square feet?
5. **What future growth is expected in the District?** How many new residential households and nonresidential square footage will the District serve over the CIP period?
6. **What new infrastructure is required to serve future growth?** For example, how many stations will be needed by the Middleton Rural Fire District within the next ten years to achieve the planned level of service of the District?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 District. Then, using this distribution, the impact fees were determined.

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

"GRUM" Analysis

In the District, 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 each District 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 District still need this capital project if it weren’t growing at all?” “G” projects are only necessary to maintain the District’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 District 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 District’s current level of service?” and “Would the District 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 feecalculatation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The 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.

Exhibits found in Section III of this report detail all capital improvements planned for purchase over the next ten years by the District.

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 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. District of Tigarad*, 512 U.S. 374 (1994).

⁴

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

6 *See* Section 67-8210(4), Idaho Code.

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

8 *See* Section 67-8210(1), Idaho Code

9 *See* Section 67-8205, Idaho Code.

10 *See* Section 67-8206(2), Idaho Code.

11 *See* Section 67-8208, Idaho Code.

12 *See* Section 67-8207, Idaho Code.

13 *See* Sections 67-8209 and 67-8210, Idaho Code.

14 *See* Section 67-8208, Idaho Code.

15 *See* Sections 67-8204 and 67-8206, Idaho Code.

16 As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the District's current level of service by quantifying the District's current investment in capital improvements, 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.

17 *See* Section 67-8208, Idaho Code.

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

19 *See* Section 67-8207, Idaho Code.

20 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.

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

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

23 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.

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

25 *See* Section 67-8208(1)(h).

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

27 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.

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

29 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 2018 through 2028 for the District. These projections were based on the most recent growth estimates from COMPASS, data provided by the City of Middleton, regional real estate market reports, interviews with developers and recommendations from District Staff and the Impact Fee Advisory Committee.

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 the CIP is tied to the District's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The District serves the population of the City of Middleton, as well as portions of unincorporated Canyon County. The following Exhibit II-1 presents the current and estimated future population for the Middleton Rural Fire District.

Exhibit II-1.

Current and Future Population within the boundaries of the Middleton Rural Fire District

	2018	2028	Net Increase	Percent Increase
Population	20,000	32,000	12,000	60%

The Middleton Rural Fire District currently has approximately 18,900 persons residing within their service boundaries. Current and future population estimates were derived by isolating the population within each Transportation Analysis Zone (TAZ) within the District's boundaries according to current COMPASS data. This data was compared to current population estimates from the City of Middleton, which is within the Fire District's boundaries, as well as 2017 permit activity and the number of permits recently approved for future residential and non-residential construction.

Over the next ten years, COMPASS models indicate the Middleton Rural Fire District will grow by approximately 12,000 people, or at an annual growth rate of six percent. Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the Middleton Rural Fire District.

Exhibit II-2.
Current and Future Land Uses, Middleton Rural Fire District

	2018	2028	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	20,000	32,000	12,000		
Residential (in units)	6,300	10,667	4,367	8,733,333	93%
Nonresidential (in square feet)	630,000	1,333,333	703,333	703,333	7%
Total				9,436,667	100%

As shown above, the Middleton Rural Fire District is expected to grow by approximately 4,367 residential units and 703,000 nonresidential square feet over the next ten years. Ninety-three percent of this growth is attributable to residential land uses, while the remaining seven percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the District.

Section III.

Middleton Rural Fire District

Impact Fee Calculation

In this section, we calculate impact fees for the Middleton Rural Fire District according to the seven-question method outlined in Section I of this report.

1. Who is currently served by the Middleton Rural Fire District?

As shown in Exhibit II-2, the District currently serves 6,300 residential units and approximately 630,000 square feet of nonresidential land use.

2. What is the current level of service provided by the Middleton Rural Fire District?

The Middleton Rural Fire District provides a level of service of an 85 percent fractile response time of 4 minutes. As the population of the District grows, additional infrastructure and equipment will be needed to sustain this level of service. Based on conversations with District staff, it is our understanding that the planned level of service is equal to the current level of service.

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

The following Exhibit III-1 displays the current assets of the Middleton Rural Fire District.

Exhibit III-1. Current Assets – Middleton Rural Fire District

Type of Capital Asset	Replacement Value
Facilities	
Middleton Fire Station #1 - Highway 44 (2002)	\$ 4,320,000
Middleton Fire Station #2 Harvey Road (2000)	\$ 980,000
Apparatus/Vehicles	
Engine #1 2002 Pierce Enforcer	\$500,000
Engine #2 2000 BME Penetrator	\$500,000
Ladder Truck 1988 Pierce Quint	\$1,000,000
Water Tender 2000 Kenworth T800	\$375,000
Brush Truck 1995 International 4800	\$275,000
Brush Truck 1996 International 4800	\$275,000
Brush Truck 2005 International 7400	\$275,000
2003 Ford F450	\$40,000
2006 GMC Sierra	\$40,000
2005 Ford F250	\$40,000
2001 Support Trailer	\$5,000
Equipment	
27 SCBA Units	\$175,500
12 Cardiac Monitors/AEDs	\$22,800
3 Thermal Imagers	\$24,600
2 Generators	\$100,000
2 Extrication Equipment Units	\$45,600
Total Assets	\$ 8,993,500
Plus Cost of Fee-Related Research	
Impact Fee Study	\$ 4,000
Grand Total	\$ 8,997,500

As shown above, the District currently owns approximately \$8.9 million of eligible current assets. These assets are used to provide the District's current level of service.

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

The Middleton Rural Fire District District has already invested \$1,360 per existing residential unit and \$0.68 per existing nonresidential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the 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 District residents will be paying for infrastructure at a level commensurate with what existing District residents have invested in infrastructure.

5. What future growth is expected in the Middleton Rural Fire District?

As shown in Exhibit II-2, the Middleton Rural Fire District is expected to grow by approximately 4,367 residential units and 703,000 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-2 displays the capital improvements planned for purchase by the Middleton Rural Fire District over the next ten years.

**Exhibit III-2.
Middleton Rural Fire District CIP 2018 to 2027**

Type of Capital Infrastructure	CIP Value	Growth Portion <i>times</i>	Demand 2018-2027 <i>times</i>	Amount to Include in Fees <i>equals</i>	Amount from Other Sources or post 2028
Facilities					
Middleton Station - North	\$ 3,500,000	100%	80%	\$2,800,000	\$700,000
Vehicles					
Additional Engine for new station	\$ 600,000	100%	80%	\$480,000	\$120,000
Additional tender for new station	\$ 375,000	100%	80%	\$300,000	\$75,000
Additional brush truck	\$ 275,000	100%	80%	\$220,000	\$55,000
Additional command vehicles - 2	\$ 80,000	100%	80%	\$64,000	\$16,000
Replace 2 engines	\$ 1,200,000	0%	-	\$0	\$1,200,000
Replace command vehicles	\$ 120,000	0%	-	\$0	\$120,000
Replace brush trucks	\$ 825,000	0%	-	\$0	\$825,000
Replace ladder truck	\$ 1,000,000	0%	-	\$0	\$1,000,000
Equipment					
Replace SCBA	\$ 175,500	0%	-	\$0	\$175,500
Additional Extrication Unit	\$ 22,800	100%	80%	\$18,240	\$4,560
Replace 3 Thermal Imagers	\$ 24,600	0%	-	\$0	\$24,600
Additional SCBA Units	\$ 78,000	100%	80%	\$62,400	\$15,600
Additional Thermal Imager	\$ 18,000	100%	80%	\$14,400	\$3,600
Additional Generator	\$ 50,000	100%	80%	\$40,000	\$10,000
3 Additional Cardiac Monitors/AEDs	\$ 5,700	100%	80%	\$4,560	\$1,140
Total Infrastructure	\$ 8,349,600			\$4,003,600	\$4,346,000
Plus Cost of Fee-Related Research					
Impact Fee Study	\$ 4,000	100%		\$4,000	\$0
Grand Total	\$ 8,353,600	\$ 5,008,500		\$4,007,600	\$4,346,000

As shown above, the District plans to purchase approximately \$8.4 million in capital improvements over the next ten years, \$5.0 million of which is necessitated by growth. Of this \$5.0 million, \$4.0 million is necessitated by growth through 2028. These new assets will allow the District to achieve its planned level of service in the future. The commencement and completion dates for the District's growth-related capital infrastructure depend on the timing and pace of the projected growth.

Of the remaining \$4.3 million, \$1.0 million will need to be collected by projected growth from 2029-2031. The remaining \$3.3 million is the price for the District to replace existing apparatus, vehicles and other equipment. Replacement of existing capital is not eligible for inclusion in the impact fee calculations. The District 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-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Middleton Rural Fire District.

**Exhibit III-3.
DRAFT Impact Fee Calculation, Middleton Rural Fire District**

Amount to Include in Impact Fee Calculation	\$4,007,600
Percentage of Future Growth	
Residential	93%
Non Residential	7%
Amount Attributable to Future Growth	
Residential	\$ 3,708,906
Non Residential	\$ 298,694
Future Growth 2017-2026	
Residential (per unit)	4,367
Non Residential (per square foot)	703,333
Impact Fee	
Residential (per unit)	\$ 849
Non Residential (per square foot)	\$ 0.42

As shown above, we have calculated impact fees for the Middleton Rural Fire District at \$849 per residential unit and \$0.42 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the District have already invested \$1,360 per residential unit and \$0.68 per nonresidential square foot in the capital inventory necessary to provide today's level of service. The difference between the current investment and the impact fee per unit indicates current taxpayers have already built in some capacity for future development.

The District cannot assess fees greater than the amounts shown above. The District may assess fees lower than these amounts, but would then experience a decline in service levels unless the District used other revenues to make up the difference.

It should be noted that the \$3.3 million associated with purely non-growth improvements is discretionary. The 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).

Section IV.

Fee Analysis and Administrative Recommendations

A comparison of the calculated Fire impact fee to similar fees being assessed by the Kuna Rural Fire District, Star Fire District, North Ada County Fire and Rescue District, City of Meridian, City of Nampa and City of Boise; as well as being considered by the Wilder Rural Fire District, Marsing Rural Fire District, City of Caldwell/Caldwell Rural Fire District and Eagle Fire District is provided in Exhibit IV-1:

Exhibit IV-1. DRAFT Impact Fee Comparison - Fire

	FOR DISCUSSION PURPOSES ONLY											
	Middleton Rural Fire District	City of Caldwell/Caldwell Rural Fire	City of Nampa/Nampa Rural Fire	Wilder Fire District	Marsing Fire District	City of Boise/ACHD	City of Meridian/ACHD	City of Eagle/ Fire District/ ACHD	City of Star/ Fire District/ ACHD	City of Kuna/ Fire District/ Fire and Rescu ACHD	North Ada ACHD	
per Residential Unit	\$ 842	\$ 720	\$ 560	\$ 608	\$ 1,285	\$ 526	\$ 681	\$ 828	\$ 809	\$ 701	\$ 647	
per Non-Residential sf	\$ 0.42	\$ 0.36	\$ 0.28	\$ 0.30	\$ 0.64	\$ 0.15	\$ 0.35	\$ 0.33	\$ 0.38	\$ 0.35	\$ 0.32	

The calculated impact fee for the Middleton Rural Fire District is very close in range to the Star and Eagle Fire Protection Districts, to which it is most similar development-wise. The calculated impact fee is higher than those fees currently being assessed by some municipal fire departments in the valley for several reasons. First, these fire departments have created capacity in their capital facilities and other assets with which to provide service to new growth. Second, growth in these areas has begun to become more dense and urban, which does not necessitate new stations being built to serve new growth as there are stations already appropriately located to serve this growth.

Some communities express concern that impact fees will stifle growth. Empirical data indicates impact fees are not a primary reason for a decision to build or not build in a particular area. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

An impact fee program will enable the District to plan for growth without decreasing its service levels (response time and recreation amenities), which can decrease buyer satisfaction and cause property insurance premiums to increase. It will also allow the District to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

As the District Commission evaluates whether or not to adopt the Capital Improvement Plan and impact fees presented in this report, we also offer the following information regarding District participation in funding, and implementation recommendations for your consideration.

Implementation Recommendations

The following implementation recommendations should be considered:

Intergovernmental Agreements. The Middleton Rural Fire District is enabled under Idaho Code as a governmental entity to adopt impact fees. However, because impact fees are paid upon building permit, and the District does not participate in this process, they need another governmental entity to collect these fees on their behalf. Idaho Code 67-8204(a) authorizes the District to enter into an intergovernmental agreement with a city or county which can collect fees on their behalf. In the case of these District, which includes one municipality and one county¹, two intergovernmental agreements for the collection of impact fees would have to be developed and adopted by the corresponding bodies.

Impact fees would be assessed on new developments by the appropriate building department and then distributed to the District on an agreed-upon schedule. It is customary for the District to pay a small administrative fee to the collecting entity for this service.

Canyon County does not currently collect impact fees for any jurisdiction within its boundaries. No cities in Canyon County currently collect fire impact fees for any fire district.

Pursuant to an ongoing effort to educate elected officials on the impacts of growth to various jurisdictions, fire chiefs around the valley have determined that the Canyon County Commission and various municipalities may be prepared to consider collecting on the behalf of growth-related fire capital needs. If the Middleton Rural Fire District chose to pursue fire impact fees, the Chief and Director would join Galena Consulting and other fire agencies in a broad discussion with Canyon County about how to execute the required intergovernmental agreements.

Capital Improvements Plan. Should the Advisory Committee recommend this study to the District Commission and should the Commission adopt the study, the District should also formally adopt this Capital Improvement Plan. While not subject to the procedures of the Local Land Use Planning Act (LLUPA), the adoption of the Capital Improvement Plan would comply with the Act's requirements of other governmental entities to adopt capital improvement plans into a Comprehensive Plan as part of the adoption of impact fees.

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, the collecting jurisdiction (City of Middleton or Canyon County) should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise Commission and District staff 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 zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the District 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

¹ The Middleton Fire District also serves a very small part of Gem County. There is no intention at this time to execute a collection agreement with Gem County.

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 a District 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 District'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 District will either credit the donor or reimburse the donor for that portion of the impact fee.

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 District.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the District 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 District 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 District 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 District are 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 District invest in additional infrastructure beyond what is listed in this report, and/or as the District' 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.

³⁷ See Section 67-8209(3), Idaho Code.

³⁸ See Section 67-8209(4), Idaho Code

**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 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 has formed an 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 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.

ADVISORY COMMITTEE shall mean the *City of Middleton Development Impact Fee Advisory Standing Committee* formed and staffed by the City pursuant to Idaho Code § 67-

8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.

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 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.

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 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: –DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE

- A. *Committee Created:* A standing committee of the City Council is established. [hereinafter in this Chapter referred also as “Advisory Committee” or “Committee”].
- C. *Membership:* The members on the Committee shall be appointed by the City Council 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.
 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 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 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. *Reporting:* The Advisory Committee reports directly to the Fire District Board of Commissioners and to the City Council.
- F. *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 Advisory Committee's recommended revision(s) at least once every twelve (12) months. The 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 Advisory Committee has been established by the City and has reviewed and recommended to the City Council the approval of the Capital Improvements Plan shall continue in existence, and shall by operation of this Ordinance.

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*

Resolution No. 449-20

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 Advisory Committee:** means and refers to the City of Middleton 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.
- 1.3 Agreement:** means and refers to this *City of Middleton/Middleton Rural Fire District Intergovernmental Agreement and Joint Powers Agreement for the Collection and*

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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]

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.”

- 1.4 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.
- 1.5 City:** means and refers to the *City of Middleton*, Idaho, party to 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 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.
- 1.8 County:** means and refers to Canyon County.
- 1.9 Fire District:** means and refers to *Middleton Rural Fire and Rescue District*, party to this Agreement.
- 1.10 Fire District Board:** Means and refers to the Board of Commissioners of the Fire District.
- 1.11 Ordinance:** means and refers to the *Middleton Rural Fire District Development Impact Fee Ordinance No. 634* together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.12 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.
- 1.13 Service Area:** means and refers to a service area as defined in the Act at I.C. § 67-8203 (26).
- 1.14 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).
- 1.15 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).

- 1.16 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 Advisory Committee consisting of at least 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:

- 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 Advisory Committee review of the Capital Improvement Plan;
 - 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** **The City** shall form and staff the Advisory Committee to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
 - 3.6.1** **Advisory Committee Membership.** Members shall be appointed by the City Council 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 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 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 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

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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 I*] 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 Twenty and 00/100 Dollars (\$20.00) 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 12 GENERAL PROVISIONS

- 12.1 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.

- 12.2 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.
- 12.3 Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."
- 12.4 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.
- 12.5 Choice of Law:** This Agreement shall be governed and interpreted by the laws of the State of Idaho.
- 12.6 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. _____

W:\Work\F\Fire District Impact Fee\Middleton Fire\City of Middleton\CITY 11 and FIRE - Intergovt Agreement Clean 9-02-20 wfg.docx

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: _____

Resolution 449-20

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

**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 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 has formed the 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 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.

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

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 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.

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 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: – DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE

- A. *Committee Created:* A standing committee of the City Council is established. [hereinafter in this Chapter referred also as “Advisory Committee” or “Committee”].
- C. *Membership:* The members on the Committee shall be appointed by the City Council 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.
 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 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 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. *Reporting:* The Advisory Committee reports directly to the Fire District Board of Commissioners and to the City Council.

- F. *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 Advisory Committee's recommended revision(s) at least once every twelve (12) months. The 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 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 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*

Resolution No. 450-20

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

**INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT FOR
THE COLLECTION AND EXPENDITURE OF
DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS
FIRST AMENDED AND REFORMED
[Idaho Code §§ 67-8204A & 67-2328]**

Parties to the Agreement:

Canyon County	“County”	Board of Commissioners 1115 Albany Street, Rm. 101 Caldwell, Idaho 83605
Caldwell Rural Fire Protection District	“Fire District”	310 South 7 th Avenue Caldwell, Idaho 83605
City of Caldwell	“Caldwell”	411 Blaine Street P.O. Box 1179 Caldwell, Idaho 83605
City of Middleton	“Middleton”	City Hall 1103 West 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 Advisory Committee:** means and refers to the *Canyon County/Caldwell Rural Fire Protection District/City of Caldwell/City of Middleton Joint Development Impact Fee Advisory Committee* formed and staffed by the City of Middleton, the Fire District and Caldwell to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 1.3 Agreement:** means and refers to this *Canyon County/Caldwell Rural Fire Protection District/City of Caldwell Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Services Systems Improvements, First Amended and Reformed* which may be referred to and cited as the “Caldwell Impact Fee Agreement” or “CIFA.”
- 1.4 Capital Improvements Plan:** means and refers to the most recent Impact Fee Study and Capital Improvements Plan, adopted by the County, the Fire District, Caldwell and Middleton pursuant to the Act which defines the Fire District’s Service Area.
- 1.5 Caldwell:** means and refers to the *City of Caldwell*, party to 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 Costs:** means and refers to the expense inclusive of attorney fees, publication costs, expert and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.8 County:** means and refers to *Canyon County*, Idaho, party to this Agreement.
- 1.9 County Ordinance:** means and refers to the *Canyon County Participating Fire Protection Districts Development Impact Fees Ordinance No. 20-018_* together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.10 Fire District:** means and refers to *Caldwell Rural Fire Protection District*, party to this Agreement.
- 1.11 Fire District Board:** Means and refers to the Board of Commissioners of the Fire District.
- 1.12 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.

- 1.13 Middleton:** means and refers to the *City of Middleton*, Idaho, party to this Agreement.
- 1.14 Middleton Ordinance:** means and refers to the *Middleton Rural Fire District Development Impact Fee Ordinance No. 635* together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.15 Party/Parties:** means and refers to the County and/or the Fire District and/or Caldwell and/or Middleton as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.16 Service Area:** Means and refers to a service area as defined in the Act at Idaho Code § 67-8203 (26).
- 1.17 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).
- 1.18 Trust Fund:** means and refers to the *Caldwell Rural Fire Protection District Development Impact Fee Capital Projects Trust Fund* established by the Fire District Trust Fund pursuant to Section .1-19-11 of the Middleton City Code pursuant to Section .11-2-7 (B) of the Canyon County Code of Ordinances and pursuant to Idaho Code Section 67-8210(1).
- 1.19 All other definitions:** All other definitions of this Agreement are set forth in Section 11-01-05 of the County Ordinance and Section 1-19-2 Middleton Ordinance are herein included as separate definitions as if the same are set forth herein.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** This Agreement amends and reforms the original Canyon County/Caldwell Rural Fire Protection District and City of Caldwell Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Services Systems Improvements approved by the Board of County Commissioners on June 22, 2020 and approved by the Fire District Board on July 13, 2020.
- 2.2** The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvement Plan and the County Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the

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

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residents within the boundaries of the Fire District, and to further the best interest of the Parties; and

- 2.3** 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
- 2.4** The County , Caldwell, and Middleton 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 whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.5** Idaho Code Section 67-8204A, provides that the County, the Fire District, Caldwell and Middleton 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 System Improvements for the protection of public health, safety and general welfare of the residences within the boundaries of the unincorporated area of the County which is within the boundaries of the Fire District and within the boundaries of the City of Middleton which are 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
- 2.6** The Fire District, is one of the Participating Fire Protection Districts of the County Ordinance, and 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 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 County, Middleton, Caldwell and the Fire District are all experiencing and is affected by considerable growth and development; and
- 2.10** The purposes of the Act [Idaho Code Section 67-8202] are as follows:

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- 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.
- 2.11** In anticipation and in consideration of the Canyon County Commissioners adopting the County 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 Section 67-8205, the Advisory Committee consisting of not fewer than five (5) members. Two (2) shall be members of the local community active in development, building or real estate; and
- 2.12** The Advisory Committee has provided the County, Middleton, Caldwell 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 County Commissioners and the Fire District Board, the Middleton City Council and the Caldwell City Council 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 County 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 County and Middleton who are 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 County

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- Ordinance and 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 County Ordinance and the Middleton 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 County Ordinance and the Middleton Ordinance provisions of Idaho Code Section 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 County Ordinance and 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 County Ordinance; and the Middleton Ordinance.
- 3.5** Be solely responsible for the Fire District's performance of the terms and conditions required of it by the County Ordinance and the Middleton Ordinance by this Agreement.
- 3.6** Fire District shall work with Middleton and the County on the staffing of the Advisory Committee to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 3.6.1 Advisory Committee Membership.** Members shall be appointed by the County Board of Commissioners, the Board of Commissioners of the Fire District Middleton City Council, and the Caldwell City Council 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 County or Fire District.

- 3.6.1.1** The Fire District Administrator shall provide notice of nomination of appointments to the Joint Advisory Committee [which may include reappointments of members for a successive term] to the Parties, by December 15th of each calendar year. Nomination of appointments must be acted upon by the Parties' governing bodies at one of their January meetings. In the event any Party does not affirm a nomination of appointment, it shall notify the Fire District Administrator and the other Parties and the Fire District Administrator shall then nominate another person and provide notice of nomination to the parties following the same process. The then currently serving Joint Advisory Committee member's term/s continues until a nomination is affirmed by all Parties appointing another person.
- 3.6.1.2** Vacancies occur when a Joint Advisory Committee member submits a written resignation or when a they fail to attend a meeting without prior notification showing good cause to the Fire District Administrator and the Joint Advisory Committee declares a vacancy.
- 3.6.1.3** Vacancies are filled for the remaining term using the same process as provided in this subsection for nomination and appointment.

3.6.2 Charge. The Advisory Committee shall serve as an advisory committee to the Canyon County Board of Commissioners, and the Canyon County Development Fee Impact Fee Advisory Committee and the Fire District Board, the City Council of Middleton and the City Council of Caldwell and is charged with the following responsibilities:

- 3.6.2.1** Assist the County, Middleton, Caldwell 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, the County, Middleton, and Caldwell 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 County Board of Commissioners, the Middleton City Council, Caldwell City Council 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 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 Advisory Committee reports directly to the County Board of Commissioners, the Canyon County Development Fee Impact Fee Advisory Committee, the City Council of Middleton, City Council of Caldwell and to the Fire District Board.

SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO THE COUNTY

The County shall:

- 4.1** 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
- 4.2** 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 Fire District Impact Fees in accordance with the terms of the County Ordinance; and
- 4.3** Maintain and staff the County officer positions to manage and perform the duties and responsibilities of the County as set forth in the County Ordinance; and
- 4.4** Remit all Fire District Impact Fees collected by the County to the Fire District for deposit in the Trust Fund in accordance with the terms and conditions of the County Ordinance and the provisions of Idaho Code Section 67-8210; and
- 4.5** Be solely responsible for the County's performance of the terms and conditions required of it by the County Ordinance and by this Agreement.

SECTION 5 COVENANTS OF PERFORMANCE SPECIFIC TO CALDWELL

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 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 the County expend Fire District impact fees

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collected pursuant to the County Ordinance, in accordance with the provisions of the County Ordinance for Systems Improvements as defined by the County Ordinance which are Caldwell's in accordance with the approved Capital Improvements Plan.

- 5.3** Be solely responsible for Caldwell's performance of the terms and conditions required of it by the County Ordinance and by this Agreement.

SECTION 6 COVENANTS OF PERFORMANCE SPECIFIC TO MIDDLETON

Middleton shall:

- 6.1** 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
- 6.2** 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
- 6.3** Maintain and staff the Middleton officer positions to manage and perform the duties and responsibilities of the Middleton as set forth in the Middleton Ordinance; and
- 6.4** 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 Section 67-8210; and
- 6.5** Be solely responsible for the Middleton's performance of the terms and conditions required of it by the Middleton Ordinance and by this Agreement.

SECTION 7 ADMINISTRATIVE STAFFING

- 7.1** The administration and performance by the County of the County Ordinance shall be under the direction of the Board of Canyon County Commissioners.
- 7.2** **The administration and performance by Middleton of the Middleton Ordinance shall be under the direction of the City Clerk.**
- 7.3** The administration and performance by the Fire District of the County Ordinance and the Middleton Ordinance shall be under the direction of the Fire District Administrator

under the County Ordinance and under the Middleton Ordinance.

- 7.4 The administration and performance by Caldwell of this agreement shall be under the direction of the Caldwell Fire Department Fire Chief.

SECTION 8 NOTICE AND DELIVERY OF DOCUMENTS

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

- 8.1.1 By mail or hand delivery addressed to:

BOCC
Canyon County Courthouse
1115 Albany Street
Caldwell, Idaho 83605

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

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

- 8.3.1 By mail or hand delivery addressed to:

City of Middleton - City Clerk

1103 West Main Street
Middleton, Idaho 83644

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

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

8.4.1 By mail or hand delivery addressed to:

Debbie Geyer, City Clerk
411 Blaine Street
P.O. Box 1179
Caldwell, Idaho 83605

8.4.2 By scanning, attaching and e-mailing to: *dgeyer@cityofcaldwell.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 I*] 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 County Fees to Fire District. Fire District Impact Fees collected by the County shall be delivered to the Fire District on a monthly basis.

9.2 County Administrative Fee. The Fire District agrees to pay the County 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 County staff. The County shall deduct the administrative fee from Impact Fees collected by the County before remittance to the Fire District. The Fire District shall reimburse said amount from its general fund to the Trust Fund pursuant to Section .11-2-7 (B) of the Canyon County Code of Ordinances.

- 9.3 Remittance of Middleton Fees to Fire District.** Fire District Impact Fees collected by Middleton shall be delivered to the Fire District on a monthly basis.
- 9.4 Middleton Administrative Fee.** The Fire District agrees to pay Middleton an administrative fee of Twenty and 00/100 Dollars (\$20.00) 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 the Middleton before remittance to the Fire District. The Fire District shall reimburse said amount from its general fund to the Trust Fund pursuant to Section .1-19-11 of the Middleton City Code.

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 County Ordinance and the Middleton Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the County Ordinance and 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, 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.
- 10.3** 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.

- 10.4** 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.

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, 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, the County shall remit all collected Fire District Impact Fees as provided in the County Ordinance.

Resolution No. 450-20

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

12.2.1 Any notice of intent to terminate shall include a proposal regarding repeal of the County Ordinance.

12.2.2 No termination of this Agreement **or** repeal of the County Ordinance can be retroactive and the Agreement and the County 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 County 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 County Ordinance or 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 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. _____

DATED AND SIGNED this _____ day of _____, 2020.

CALDWELL RURAL FIRE PROTECTION DISTRICT

By: _____
Steve Jahn, *Chairman*

ATTEST:

By: _____
Debbie Caldwell, *Secretary*
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. _____

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. _____

APPENDIX 1

Notice of Contact Information Change

FROM: _____
 TO: _____
 DATE: _____

NOTICE IS HEREBY GIVEN, pursuant to Section 7 of the **Canyon County/ Caldwell Rural Fire Protection District / City of Caldwell/ City of Middleton Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [I.C. § 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 | <input type="checkbox"/> U.S. Mail |
| County/ City <u>or</u> Fire District | <input type="checkbox"/> Hand Delivery |
| Address | <input type="checkbox"/> Facsimile |
| City, State ZIP | <input type="checkbox"/> Email |

 for County, City or Fire District

Acknowledgement of Receipt by:

Name/Signature: _____ Date: _____

W:\Work\F\Fire District Impact Fee\Caldwell Fire\City of Middleton\FINAL CLEAN Middleton and COUNTY - Inter Agreement- Caldwell Rural Revised 9-2-20 wfg.docx

RESOLUTION 452-20

A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, ADDING FEES, FOR MIDDLETON RURAL FIRE DISTRICT IMPACT FEE, CITY OF CALDWELL FIRE/CALDWELL RURAL FIRE DISTRICT IMPACT FEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Idaho Code §67-8206(3) and 63-1311A authorizes a municipality to collect fees pertaining to Impact Fees collected/administrated by the City;

WHEREAS, the Mayor and Council of the City of Middleton believe that it is in the City's best interest to update its current fee schedule for Impact Fees collected/administrated by the City of Middleton;

WHEREAS, the Middleton Rural Fire District Impact Fee, City of Caldwell Fire/Caldwell Rural Fire District Impact Fee of more than 5% was noticed in the Idaho Press Tribune on August 14, 2020 and August 21, 2020;

WHEREAS, a public hearing was held by the Middleton City Council on September 2, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

Section 1: The City hereby adds the Middleton Rural Fire District Impact Fee, City of Caldwell Fire/Caldwell Rural Fire District Impact Fee development-related fees in amounts shown in Exhibit A, attached hereto and incorporated herein.

Section 2: This Resolution is effective the _____ day of _____, 2020.

Section 3: The City Clerk is directed to update the fee schedule to reflect revised fee amounts.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO _____ day of _____, 2020

CITY OF MIDDLETON

Steven J. Rule, Mayor

ATTEST:

Jennica Reynolds, Deputy Clerk



City of Middleton

1103 W. Main St. Middleton ID 83644

208-585-3133, 208-585-9601 F

www.middleton.id.gov

Fee Schedule

Revised Sept 16, 2020 Resolution 452-20

Effective Date:

NEW

Res.	ADMINISTRATIVE	FEE
348-14	Bulk Water Rate and Public Works Fill Station Truck Inspection	\$26 & 3.34/1000 gal
	Hydrant Meter rental	\$5.00/day & \$3.34/1000 gal
	Public Works water & sewer tap inspections	\$50
376-16	Digital information / map 2'x4'	\$38.50
376-16	Digital information / wall map 42"x8'	\$112

Note: Idaho Code 50-345 allows a city to collect a fee from users of a computerized mapping system, not exceeding the actual costs of development, maintenance and dissemination of digital forms of the system.

Copies

	Black and white (8"x11" or 11"x17")	\$0.10 per page
	Color (8"x11" or 11"x17")	\$0.50 per page
	Large Format Print 36" wide	\$5.00 plus \$0.20 per square foot
	CD	\$1.00 per disc
	Recording Transcripts	Actual cost plus 10%
	Research for public records request	Staff hourly rate per Idaho Code
116-97	Non-Sufficient-Funds (NSF)	\$20
	Credit Card Processing (non-utility accounts)	2.50%

BUILDING FEE

Deposit \$250

Building Permit Fees

	Building Permit	Value of improvements based on Building Safety Journal August 2012 Attachment A
446-20	Residential Building Plan Review and Inspection Fee	25% building permit
327-12	Commercial Building Plan Review and Inspection Fee	65% building permit
327-12	Electrical Plan Review and Inspection Fee	Attachment B
327-12	Plumbing Plan Review and Inspection Fee	Attachment C
327-12	Mechanical Plan Review and Inspection Fee	Attachment D
411-18	Mechanical Manual J Res Check Review Fee	\$60
296-10	Permit after construction starts	Double permit fee
327-12	Permit fee exemption - wheelchair access ramp to residence (permit required, fee exempt)	\$0
	Permit - extension request	\$25.00 per lot
	Public Works Residential Building Inspection Fee	\$25
	Public Works re-inspection	\$50
	Re-inspection (building, electrical, mechanical, plumbing)	\$75/hr per trip
	Re-review Plans	\$47/hr
	On-Site Storage Container Permit	\$0

Impact Fees

350-15	City Parks-Residential only/equivalent dwelling unit (EDU)	\$1,726/EDU
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	Transportation-Residential/equivalent dwelling unit (EDU)	\$2,572
	Transportation-Commercial/1000 ft2	\$2,315
	Transportation-Industrial/acre	\$4,110
452-20	<u>Middleton Rural Fire District</u>	
	<u>New Residential (per unit)</u>	<u>\$849/unit</u>
	<u>New Non-Residential (per square foot)</u>	<u>\$0.42/square foot</u>
	<u>City of Caldwell Fire Department/Caldwell Rural Fire District</u>	
	<u>New Residential (per unit)</u>	<u>\$665/unit</u>
	<u>New Non-Residential (per square foot)</u>	<u>\$0.33/square foot</u>

Late Comers

	East Sewer Trunk Line	\$1,000
	Lakes @ Telaga Sewer Hookup, Meter Fee, Initial	See development agmt
	Blue Meadows Sewer Hookup, Initial	See development agmt
	Backlund Sewer Hookup, Initial	See development agmt
	Hartley Oversized Water Line, Initial	See development agmt
	Rupp Water Line	See development agmt

CONNECTION FEE

446-20	Sewer Connection*	
	5/8" x 3/4" per Equivalent Dwelling Unit (Res 411-18)	\$6,061
	1"	\$7,544
	1 1/2"	\$16,765
	2"	\$29,338
	3"	\$67,059
	4"	\$118,602

* Fee is based on water meter size since at least 98% of water discharges through the sewer system.

446-20	Water Connection** per Equivalent Dwelling Unit	
	5/8" x 3/4" (Res 411-18)	\$3,683
	1"	\$9,428
	1 1/2"	\$21,213
	2"	\$37,710
	3"	\$84,847
	4"	\$150,842

** Fee is based on "draft", i.e., the pipe diameter area available for flow, and not based on the cost to install the device.

LIBRARY FEE

327-12	Non-resident Library Card (annual)	\$30
327-12	Senior Citizen Library Card (62 and over)	\$15
327-12	Fines for overdue items	\$0.25 per day per item
		Replacement cost + \$2.00
327-12	Lost or damaged items	per item/damage
	WiFi Hot Spot	\$5.00 per day
	Kindle Rental	\$5.00 per day

LICENSE FEE

	Alcohol beverage	
376-16	Sales for on-premise consumption - beer	\$200
376-16	Sales for on-premise consumption - wine	\$200
376-16	Sales for off-premise consumption - beer	\$50

376-16 Sales for off-premise consumption - wine \$200

PARK FEE

343-14 Pavillions and Shelters
 Deposit - refundable, no tax \$50
 \$50 first 4 hours, \$10.00 per addtl hr

343-14 Pavillions 40 x 60 (four hours) \$50 first 4 hours, \$10.00 per addtl hr

33-14 Shelters 24 x 30 (four hours) per addtl hr

354-15 Multi-purpose room at Middleton Place Park restroom
 Deposit - refundable, no tax \$100
 \$25 per hour
 \$75 for four (4) hours
 \$150 per day

334-14 Cancellation within two (2) business days of reservation \$10

334-14 City Resident Rental Discount 50%

PERMIT FEE

Camper / RV 14-Day Parking Permit \$83.25

Catering Permit \$20 per day not to exceed 5 days

(On-premises designation, non refundable IC 23-934A)

Fireworks Stand Permit \$50
 Deposit - refundable \$300

Floodplain Development Permit with a building permit application \$70.00 per structure or vacant lot in a platted subdivision

Floodplain Development Permit with a development or design review application \$3,000

Infrastructure Construction Drawings Permit

Middleton Market Permit (Starting Jan. 1, 2019) \$35

Middleton Market Space Rental daily/seasonal - Memorial Day to Labor Day (Starting Jan. 1, 2019) \$10/\$160

Special Event Permit \$160
 Special Event City Staff Services \$45.00 per hour, per person

Vendors, peddlers, solicitors, temporary merchants permit \$35 annually

Bond, cashier's check or letter of credit - individual \$1,000

Bond, cashier's check or letter of credit - business \$1000 per EE, \$5000 max

Background Check \$40

Work in Right-of-Way

Approach Permit (curb cut) \$0.00

Work in Right-of-Way - Refundable Deposit - single lot or area \$2,000

Work in Right-of-Way - Refundable Deposit - multiple lots or areas \$4,000

Work in Right-of-Way - Permit - Local Road \$50/day

Work in Right-of-Way - Permit -Collector or Arterial Road \$75/day

STORM WATER FEE

327-12 Single Family Dwelling \$1.45

327-12 Multi Family Dwelling \$0.60 per unit per month

327-12 Commercial \$8.01 per month

327-12 Industrial Measured rate

327-12 Minimum charge per user \$1.45

SUBDIVISION		FEE
	Extension request (plat)	\$200
	Preliminary plat permit application	1 - 49 lots \$4,000 50 - 299 lots \$4,500 300+ lots \$7,500
	Construction drawing permit application	1 - 49 lots \$5,500 50 - 299 lots \$6,500 300+ lots \$11,500
	Final plat	\$1,000
	Re-review fee after the second review	\$1,000
	Vacate plat/Right-of-Way	\$575 + publication
	Waiver	\$575 +publication

TRASH	See Republic Services Fee Table
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TROLLEY STATION		FEE
	Deposit: Refundable - due at time of reservation	
408-17	Deposit Meetings	\$100
408-17	Deposit Events	\$500
408-17	Rent: Due at time of reservation	
408-17	Hourly Rate	\$50 per hour
408-17	Whole Day (8 am - midnight)	\$320
408-17	Cancellation Fee (within 30 days of event)	\$30

UTILITY BILLING		FEE
	Deposit (tenant)	\$100
320-12	After hours service fee	\$30
327-12	24-hour water service turn-on	\$35
320-12	Late payment fee	\$10
320-12	Delinquent payment fee	\$15
446-20	Water Base Rate	\$11.12
446-20	Water Use Rate	\$1.83/1,000 Gallons
446-20	Wastewater Base Rate	\$36.29/Month
		\$3.36/1000 gallons times the monthly average Nov- March
446-20	Wastewater (Sewer) Use Rate	

Change Order

No. 1

Date of Issuance: 9/3/2020

Effective Date: 9/3/2020

Project: Pilot Study Project	Owner: City of Middleton, Idaho	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor: Irringer Construction, Inc	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Relocation of 12" pressure main to reduce length of pipe and number of fittings. Also eliminating the portion of work associated with no backfill and change in bury depth from 60" to 48".

Attachments (list documents supporting change):

See attached change in quantities summary.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 366,546.00

~~{Increase}~~ ~~{Decrease}~~ from previously approved
Change Orders No. _____ to No. _____:

\$ 0.00

Contract Price prior to this Change Order:

\$ 366,546.00

Increase Decrease of this Change Order:

\$ 18,314.00

Contract Price incorporating this Change Order:

\$ 348,232.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 90

Ready for final payment (days or date): 105

~~{Increase}~~ ~~{Decrease}~~ from previously approved Change Orders
No. _____ to No. _____:

~~Substantial completion (days): _____~~

~~Ready for final payment (days): _____~~

Contract Times prior to this Change Order:

Substantial completion (days or date): 90

Ready for final payment (days or date): 105

~~{Increase}~~ ~~{Decrease}~~ of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 90

Ready for final payment (days or date): 105

RECOMMENDED:

By: Michael White
Engineer (Authorized Signature)

Date: 9/3/2020

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 9-3-20

Date: _____

