



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday, December 18, 2019
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

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

Information Items

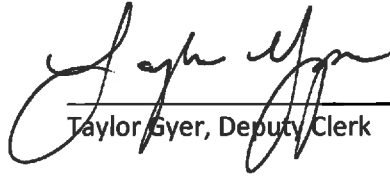
Treasurer's Budget Report, Wendy Miles

Action Items

1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Council's December 4, 2019 meeting.
 - b) Consider approving December 20, 2019 payroll and approving accounts payable thru December 4, 2019 in the amount of \$432,055.62.
2. **Public Hearing.** Consider approving Resolution 2019-431 increased subdivision- and zoning-related fees, and the city's impact fees for transportation and city parks. Note: this item was tabled from Dec. 4, 2019; additional notice of the public hearing and proposed fees was published December 13, 15 and 16, 2019.
3. **Public Hearing.** Consider adopting Ordinance 626 establishing impact fees for the Middleton Rural Fire District, Greater Middleton Parks and Recreation District, and Caldwell Rural Fire District. Note: this item was tabled from Dec. 4, 2019; additional notice of the public hearing and proposed fees was published December 13, 15 and 16, 2019.
4. Consider entering into a binding agreement with KCRJ LLC for the city to pay \$97,000 toward KCRJ's construction of approximately 1,320 lineal feet of Meadow Park Street from the east boundary of Valhalla Subdivision to Middleton Road.
5. Consider approving a non-binding Memorandum of Understanding between the city and Janet Faller and Brenda Shannon to document discussions-to-date about the city planting trees along the south side of Mill Slough across the slough from the Faller and Shannon residences to replace trees removed by Idaho Power's transmission line.
6. Consider approving a non-binding Memorandum of Understanding between the city and Desiree Masterson to document use and construction obligations regarding city-owned land for Willis Rd. (future) adjacent to the south boundary of the Masterson property.
7. Consider purchasing playground equipment for Piccadilly Park from Garrett Company in an amount not to exceed \$63,885.

Public Comments, Mayor and Council Comments, Adjourn

Posted by:

A handwritten signature in black ink, appearing to read "Taylor Gyer", is written over a horizontal line.

Taylor Gyer, Deputy Clerk

Date: December 16, 2019 1:00 p.m.

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

**MIDDLETON CITY COUNCIL
DECEMBER 04, 2019**

The Middleton City Council meeting on December 4, 2019 was called-to-order at 6:30 p.m. by Mayor Darin Taylor, who introduced City Engineer Amy Woodruff, City Attorney Chris Yorgason, Deputy Clerk Taylor Gyer, Public Works Superintendent/Planning and Zoning Official Bruce Bayne, and Council Member Elect Tim O'Meara. Mayor Elect Steve Rule arrived mid-meeting.

Roll Call: Council President Rob Kiser, Council Members Carrie Huggins, and Jeff Garner were present. Council Member Beverlee Furner was absent.

Action Items

1. **Consent Agenda (items of routine administrative business)**
 - a) **Consider approving minutes for Council's December 4, 2019 meeting.**
 - b) **Consider ratifying November 22, 2019 payroll in an amount of \$101,646.93 and approving \$81,143.84 payroll for December 6, 2019 and \$356,112 accounts payable thru November 22, 2019.**
 - c) **Consider approving a special-events permit for the annual Christmas Parade and hot chocolate with Santa at Trolley Station sponsored by Middleton Chamber of Commerce.**

Mayor Taylor called and introduced the agenda item.

Motion: Motion by Council President Kiser to approve consent agenda items a, b, and c was seconded by Council Member Garner and carried unanimously.

Mayor Taylor called agenda items No. 4 and No. 8 and requested they be tabled to the next regularly-scheduled meeting in order to publish a third time, notice of the hearing and proposed fees.

4. **Public Hearing: Consider approving Resolution 2019-431 increased fees for subdivision-related applications and the city's impact fees for transportation and city parks. (This item to be tabled to Dec. 18, 2019).**
8. **Consider adopting Ordinance 626 establishing impact fees for the Middleton Rural Fire District, Greater Middleton Parks and Recreation District, and Caldwell Rural Fire District.**

Motion: Motion by Council President Kiser was seconded by Council Member Garner and carried unanimously; both items were tabled to December 18, 2019.

9. **Consider adopting Ordinance No. 627 annexing approximately 23.4 acres of real property to the City of Middleton and zoning the property from Canyon County Agriculture Zone to City of Middleton C-3 (Heavy Commercial) Zone. The property is adjacent to the North side of State Highway 44 approximately one-half mile East of Emmett Road, contiguous to the West side of real property where Tractor Supply Co. is located, in the SW1/4, Section 1, T4N, R3W, Boise Meridian, Middleton, Canyon County, Idaho.**

Public Hearing: Mayor Taylor opened the public hearing at 6:42 p.m. and called the agenda item. Planning and Zoning Official Bruce Bayne provided the Administrative Review and Report, and

the applicant's representative William Mason and Associates commented. Mayor Taylor asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to close the public comment portion of the hearing and was seconded by Council Member Garner and carried unanimously.

Motion: Motion by Council President Kiser to approve the application for annexation was seconded by Council Member Garner and carried unanimously by roll call vote.

Motion: Motion by Council President Kiser to read Ordinance No. 627 by title only seconded by Council Member Huggins and carried unanimously.

Motion: Motion by Council President Kiser to waive three reading rule and adopt Ordinance No. 627 was seconded by Council Member Huggins and carried unanimously by roll call vote.

Mayor Taylor closed the public hearing at 6:53 p.m.

10. **Consider hiring Cascade Fence Co. Inc. as the lowest responsive, responsible quoter an amount not to exceed \$63,490 to relocate 400 lineal feet of 6' chain-link fence along the east side of Viking Mini-Storage, and to install about 2,320 lineal feet of 6' chain-link and two 22'-wide gates at the Middleton Farm.**

Mayor Taylor called and introduced the agenda item, and asked if anyone in the audience would like to speak to the item: none.

Motion: Motion by Council President Kiser to approve hiring Cascade Fence Co. Inc. in an amount not to exceed \$63,490 by Council Member Garner and carried unanimously.

2. **Consider approving the \$121,811.87 counteroffers from Herb and Janis Fitzpatrick for right-of-way needed for the S. Cemetery Rd. project Key #12048.**

Mayor Taylor called and introduced the agenda item, and asked if anyone in the audience would like to speak to the item: none.

Motion: Motion by Council President Kiser to accept the counteroffer and approve \$121,811.87 payment to Herb and Janis Fitzpatrick was seconded by Council Member Garner and carried unanimously by roll call vote.

3. **Consider approving Resolution 2019-430 amending the stormwater standards in the Middleton Supplement to the Idaho Standards for Public Works Construction.**

Mayor Taylor called and introduced the agenda item. City Engineer Amy Woodruff presented proposed amendments. Mayor Taylor asked if anyone in the audience wanted to speak to the agenda item: none.

Motion: Motion by Council President Kiser to approve Resolution 2019-430 was seconded by Council Member Huggins and carried unanimously.

5. Public Hearing. Consider approving:

- a) Resolution No. 2019-432 adopting the Middleton Rural Fire District capital improvement plan,
- b) Resolution No. 2019-433 adopting the Greater Middleton Parks and Recreation District capital improvement plans, and
- c) Resolution No. 2019-434 adopting the Caldwell Rural Fire District capital improvement plan.

Public Hearing Open: Mayor Taylor opened the public hearing at 7:21 p.m. and introduced the agenda item. City Attorney Chris Yorgason provided comments from the Impact Fee Advisory Committee.

Mayor Taylor recessed the meeting at 7:34 p.m. to excuse high school students, and reconvened at 7:35 p.m.

Mayor Taylor asked if anyone in the audience would like to speak to the agenda item: none.

Motion: Motion by Council President Kiser motioned to end the public comment portion of the hearing was seconded by Council Member Garner and carried unanimously.

Motion: Motion by Council President Kiser to approve Resolution No. 2019-432, Resolution No. 2019-433, and Resolution No. 2019-434 was seconded by Council Member Garner and carried unanimously.

Mayor Taylor closed the public hearing at 7:39 p.m.

6. Public Hearing: Consider approving Resolution No. 2019-435 amending the city's comprehensive plan text and maps as necessary to: 1) update the Future Acquisitions, Future Land Use, Annexation Orientation, and Transportation Schools and recreation maps; 2) remove the Annexation Planning Map; 3) update the capital improvement plans for city transportation and parks; and 4) add capital improvement plans for Middleton Rural Fire District, Greater Middleton Parks and Recreation District, and Caldwell Rural Fire District.

Public Hearing Open: Mayor Taylor opened the public hearing at 7:40 p.m. and introduced the agenda item. He stated since Caldwell Rural Fire District was not a part of Planning and Zoning Commission's recommendation, that item is not being considered part of this hearing. Planning and Zoning Official Bruce Bayne presented the Administrative Report and Commission recommendation.

Motion: Motion by Council President Kiser to approve Resolution 2019-45 seconded by Council Member Huggins and carried unanimously.

Mayor Taylor closed the public hearing at 7:45 p.m.

7. Public Hearing. Consider Approving:

- a) Resolution No. 2019-436 entering into an intergovernmental agreement between Canyon County and Middleton Rural Fire District to collect and spend development impact fees on projects identified in the District's capital improvement plan,
- b) Resolution No. 2019-437 entering into an intergovernmental agreement between Canyon County and Greater Middleton Parks and Recreation District to collect and spend development impact fees on projects identified in the District's capital improvement plan, and
- c) Resolution No. 2019-438 entering into an intergovernmental agreement between Canyon County and the City of Caldwell to collect and spend development impact fees on projects identified in the Caldwell Rural Fire District's capital improvement plan.

Public Hearing Open: Mayor Taylor opened the public hearing at 7:45 p.m. and introduced the agenda item. Bill Gigray, attorney for the districts, explained item 7b should not be approved by the city until Canyon County comments about the proposed agreement, since the agreement will be between the city and county.

Motion: Motion by Council President Kiser to approve Resolution No. 2019-436 was seconded by Council Member Huggins and carried unanimously.

Motion: Motion by Council President Kiser to approve Resolution No. 2019-438 subject to Planning and Zoning's approval seconded by Council Member Garner and carried unanimously.

Motion: Motion by Council President Kiser to table Resolution No. 2019-437 until Canyon County approves entering into the agreement, and the draft from Bill Gigray is received. It was seconded by Council Member Garner and carried unanimously.

Mayor Taylor closed the public hearing at 7:56 p.m.

Public Comments, Mayor Comments, Council Comments: none.

Adjourn: Mayor Taylor adjourned the meeting at 8:05 p.m.

ATTEST:

Darin Taylor, Mayor

Taylor Gyer, Deputy Clerk
Minutes Approved: December 18, 2019

CITY OF MIDDLETON
BUDGET REVIEW
12/16/2019

2018-2019 (Unaudited Totals)					
Revenue	Budget	Actual	Amt. Remaining	%	
General	\$ 2,793,512	\$ 2,956,589	\$ (163,077)	-6%	
Transportation	\$ 1,321,118	\$ 1,192,543	\$ 128,575	10%	
Library	\$ 465,300	\$ 416,603	\$ 48,697	10%	
Solid Waste	\$ 640,404	\$ 710,937	\$ (70,533)	-11%	
Water	\$ 1,227,746	\$ 1,342,856	\$ (115,110)	-9%	
Waste Water	\$ 2,194,579	\$ 2,626,036	\$ (431,457)	-20%	
Storm Water	\$ 53,968	\$ 45,233	\$ 8,736	16%	
Impact	\$ 617,000	\$ 577,277	\$ 39,723	6%	
Capital	\$ 3,204,098	\$ 1,003,952	\$ 2,200,146	69%	
Fleet	\$ 81,165	\$ -	\$ 81,165	100%	
TOTAL:	\$ 12,598,890	\$ 10,872,026	\$ 1,726,864	14%	
Expense	Budget	Actual	Amt. Remaining	%	
General	\$ 2,793,512	\$ 2,684,589	\$ 108,923	4%	
Transportation	\$ 1,321,118	\$ 780,678	\$ 540,440	41%	
Library	\$ 465,300	\$ 462,859	\$ 2,441	1%	
Solid Waste	\$ 640,404	\$ 698,772	\$ (58,368)	-9%	
Water	\$ 1,227,746	\$ 957,232	\$ 270,514	22%	
Waste Water	\$ 2,194,579	\$ 1,337,340	\$ 857,239	39%	
Storm Water	\$ 53,968	\$ 23,779	\$ 30,189	56%	
Impact	\$ 617,000	\$ 617,000	\$ -	0%	
Capital	\$ 3,204,098	\$ 764,061	\$ 2,440,037	76%	
Fleet	\$ 81,165	\$ -	\$ 81,165	100%	
TOTAL:	\$ 12,598,890	\$ 8,326,310	\$ 4,272,580	34%	

2019-2020					
Revenue	Budget	Actual	Encumbrance	Amt. Remaining	%
General	\$ 2,976,970	\$500,707		\$ 2,476,263	83%
Transportation	\$ 2,427,991	\$184,317		\$ 2,243,673	92%
Library	\$ 413,700	\$2,246		\$ 411,454	99%
Solid Waste	\$ 705,974	\$127,891		\$ 578,083	82%
Water	\$ 1,591,802	\$493,521		\$ 1,098,281	69%
Waste Water	\$ 2,762,193	\$545,325		\$ 2,216,867	80%
Storm Water	\$ 59,573	\$0		\$ 59,573	100%
Impact	\$ 467,040	\$284,599		\$ 182,441	39%
				\$ -	
TOTAL:	\$ 11,405,242	\$ 2,138,606	\$ -	\$ 9,266,636	81%
Expense	Budget	Actual	Encumbrance	Amt. Remaining	%
General	\$ 2,976,970	\$ 597,272	\$ 1,970	\$ 2,377,728	80%
Transportation	\$ 2,427,991	\$ 250,683	\$ 132,818	\$ 2,044,490	84%
Library	\$ 413,700	\$ 89,465		\$ 324,235	78%
Solid Waste	\$ 705,974	\$ 61,947	\$ -	\$ 644,027	91%
Water	\$ 1,591,802	\$ 671,256	\$ 187,162	\$ 733,383	46%
Waste Water	\$ 2,762,193	\$ 212,325	\$ 103,264	\$ 2,446,604	89%
Storm Water	\$ 59,573	\$ 11,518	\$ 2,800	\$ 45,255	76%
Impact	\$ 467,040	\$ -		\$ 467,040	100%
TOTAL:	\$ 11,405,242	\$ 1,894,466	\$ 428,014	\$ 9,082,762	80%

updated
12.16.19

RESOLUTION 2019-431

A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, INCREASING FEES, SOME MORE THAN FIVE PERCENT, FOR: PUBLIC WORKS INSPECTION, CONNECTION TO THE CITY'S WATER SYSTEM, IMPACT FEES FOR CITY PARKS AND TRANSPORTATION, FLOODPLAIN DEVELOPMENT, AND SUBDIVISION- AND ZONING RELATED APPLICATION FEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 50-307 Idaho Code authorizes a municipality to collect fees pertaining to services offered/performed 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 services provided by the City of Middleton;

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

Section 1: Development-related fees for public works inspection, connection to the city's water system, impact fees for city parks and transportation, floodplain development, and subdivision- and zoning-related application fees need updated to reflect current costs-of-service in amounts shown in Exhibit A, attached hereto and incorporated herein.

Section 2: This Resolution is effective immediately upon adoption.

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 THIS 18th day of December, 2019.

CITY OF MIDDLETON

Darin Taylor, Mayor

ATTEST:

Taylor Gyer, Deputy Clerk

NOTICE OF PUBLIC HEARING
CITY OF MIDDLETON, IDAHO

The Middleton City Council is scheduled to hold a public hearing at 6:30 p.m. on Wednesday, December 18, 2019, 6 N. Dewey Ave., Middleton, Idaho, to receive public comments and consider approving the following proposals.

Increasing Application Fees more than 5%	From (Existing Fee)	To (Proposed Fee)
Administrative		
Hydrant Meter rental		<u>\$5.00/day and \$3.34/1000 gal</u>
Public Works Meter Water and Sewer tap inspections \$25.00		<u>\$50.00</u>
Connection		
Water		
5/8" x 3/4" per equivalent dwelling unit	\$ 3,541	\$3,541
1"	\$ 3,510	<u>\$9,065</u>
1 1/2"	\$ 7,800	<u>\$20,397</u>
2"	\$13,650	<u>\$36,260</u>
3"	\$31,200	<u>\$81,584</u>
4"	\$55,576	<u>\$145,040</u>
Impact		
City Parks/equivalent dwelling unit	\$1,485	<u>\$1,726/EDU</u>
City Transportation		
Residential/equivalent dwelling unit	\$1,484	<u>\$2,572/EDU</u>
Commercial/1000 square feet	\$ 901	<u>\$2,315/sq. ft.</u>
Industrial/acre	\$2,756	<u>\$4,110/acre</u>
Permit		
Floodplain Development Permit <u>with a building permit application</u> \$70 per structure or vacant lot <u>in a platted subdivision</u>		
Floodplain Development Permit with a development or design review application		<u>\$3,000</u>
Subdivision		
Application for Preliminary Plat Permit		
1 – 49 Lots	\$ 2,000	<u>\$ 4,000</u>
50 – 299 Lots	\$ 3,000	<u>\$ 4,500</u>
300 + Lots	\$ 6,000	<u>\$ 7,500</u>
App. for Infrastructure Construction Permit		
1 – 49 Lots	\$ 3,000	<u>\$ 5,500</u>
50 – 299 Lots	\$ 5,000	<u>\$ 6,500</u>
300 + Lots	\$10,000	<u>\$11,500</u>
Final Plat	\$ 500	\$ 1,000
<u>Re-review fee after the second review</u>		<u>\$ 1,000</u>
Zoning		
Administrative lot split/boundary line adjustment \$140		<u>\$ 500</u>
Comprehensive Plan	\$375	<u>\$ 500</u>
Design Review P&Z <u>up to and including 2,000 sq. ft.</u> \$150		<u>\$ 375</u>
Design Review P&Z over <u>2,000 sq. ft.</u>		<u>\$ 750</u>
Development Agreement	\$225	<u>\$1,000</u>

<u>Infrastructure Construction Agreement</u>	<u>\$800</u>
Variance	\$375
	<u>\$500</u>

Creating New Impact Fees	Proposed Fee*
<u>Middleton Rural Fire District</u>	
Residential/equivalent dwelling unit	\$866 per/EDU
Non-residential	\$0.42/sq. ft. + \$17/permit
<u>Greater Middleton Parks and Recreation District</u>	
Residential/equivalent dwelling unit	\$495/EDU
<u>Caldwell Rural Fire District/City of Caldwell</u>	
Residential/equivalent dwelling unit	\$682/EDU
Non-residential	\$0.33/sq. ft. + \$17/permit

*Administrative costs annualized and rounded to the nearest dollar is \$17.00/permit issued. Capital improvement plans, impact fee analyses and application fee increase information are available for viewing or copying at Middleton City Hall, 1103 W. Main Street, Middleton, Idaho 8:00 a.m. to 5:00 p.m., Monday-Friday except holidays.

Everyone is invited to attend the hearings and offer comments. Written comments may be submitted prior to or at the hearing to Bruce Bayne, Planning and Zoning Official, at bbayne@middletoncity.com or by mail to P.O. Box 487, Middleton, ID 83644.

Please Publish: Friday December 13, 2019

Please send Affidavit of Publication to:

Taylor Gyer
City of Middleton
P.O. Box 487
Middleton ID 83644

Thank you.

**Impact Fee Committee
Comments to City Council**

October 28, 2019

Updated November 20, 2019



The Middleton Impact Fee Advisory Committee met and reviewed the following:

- Middleton Rural Fire District Impact Fee Study and Capital Improvement Plan;
- Middleton Parks and Recreation District Impact Fee Study and Capital Improvement Plan;
- Caldwell Rural Fire District Impact Fee Study and Capital Improvements Plan;
- City of Middleton Park and Pathway/Trail Capital Improvement Plan 2019 Update; and
- City of Middleton Transportation Study and Capital Improvement Plan 2019 Update.

Having reviewed and discussed the mentioned plans and studies, the Committee makes the following comments according to the duties described in the Idaho Code:

Procedural Comments

1. The formulas used for calculating the development impact fees are fair and reasonable.
2. The development impact fees are calculated on the basis of existing levels of service and do not exceed a proportionate share of the cost of system improvements.
3. The need for expansion and improvement of the City's park and transportation systems and the District's fire and parks systems is necessary to maintain the existing levels of service and is attributable to the capacity demands generated by new development.
4. The development impact fee formulas in the Study are reasonable.
5. It is difficult to fully compare Middleton's impact fees with the neighboring governmental entities, since jurisdictions use a variety of different methods to calculate their fees, but the Committee believes that Middleton's fees will not be unduly burdensome compared to neighboring entities.

Comments on the Fees

1. The City should avoid creating a reputation that its impact fees deter new development. The City should work to create a positive image of the impact fees, demonstrating the benefits to residents of the fees as a funding source for capital improvements.

2. When administering the collection of the impact fees, the City should ensure that it is fully compensated by the relevant Districts for those services. The Committee believes that retaining the fees at the time the fees are distributed to the Districts would be a reasonable method of collection.
3. While implementing and collecting impact fees, the Committee would encourage the City to avoid exempting developers and builders from paying the fees. The Committee recognizes that credits are appropriate and available pursuant to Idaho statutes, but additional exemptions should be avoided.
4. Regarding the Middleton Rural Fire District study and plan, the Committee believes it is appropriate to include the capital improvement plan into the City's comprehensive plan and to adopt impact fees as recommended in the study.
5. Regarding the Middleton Parks and Recreation District study and plan, the Committee believes it is appropriate to adopt the capital improvement plan into the City's comprehensive plan and to adopt impact fees as recommended in the study.
6. Regarding the Caldwell Rural Fire District study and plan, the Committee believes it is appropriate to adopt the capital improvement plan into the City's comprehensive plan and to adopt impact fees as recommended in the study.
7. Regarding the City's Parks and Pathways/Trails study and plan, the Committee recommends adopting the revised capital improvement plan into the City's comprehensive plan. The Committee believes it is appropriate to adopt impact fees as recommended in the study for the developed park land and to not collect impact fees to maintain the level of service for undeveloped land. The Committee believes that the City has more than enough undeveloped park land and does not need to maintain a level of service of 20.5 acres per 1,000 EDUs.
8. Regarding the City's Transportation Study and Capital Improvement study and plan, the Committee believes it is appropriate add the capital improvement plan to the City's comprehensive plan and to adopt impact fees as recommended in the study.
 - a. The Committee believes the City should prioritize intersection improvements based on safety (e.g. improving intersections where pedestrian traffic (particularly school traffic) is high.
 - b. The Committee believes the City should look closely at whether the installation of roundabouts in high pedestrian areas is the safest approach.
 - c. The Committee strongly believes that the City must keep up with needed road improvements.
9. The Committee believes the capital improvement plans are good plans and include appropriate projects, but we also recognize that the projects may be built in different years according to development demand. The change in the schedule could result in heavier-than-anticipated maintenance costs, cash flow challenges if

projects are built on an accelerated schedule, and other concerns that could result in insufficient balances in the impact fee fund. Regular review of the plans is encouraged to ensure that the City is staying caught up on its infrastructure needs.

10. The Committee asks that the City take a close look on how the impact fees might disproportionately impact lower priced homes.

NOTICE OF PUBLIC HEARING
CITY OF MIDDLETON, IDAHO

The Middleton City Council is scheduled to hold a public hearing at 6:30 p.m. on Wednesday, December 18, 2019, 6 N. Dewey Ave., Middleton, Idaho, to receive public comments and consider approving the following proposals.

Increasing Application Fees more than 5%	From (Existing Fee)	To (Proposed Fee)
Administrative		
Hydrant Meter rental		<u>\$5.00/day and \$3.34/1000 gal</u>
Public Works Meter <u>Water and Sewer tap</u> inspections \$25.00		<u>\$50.00</u>
Connection		
Water		
5/8"x 3/4" per equivalent dwelling unit	\$ 3,541	\$3,541
1"	\$ 3,510	<u>\$9,065</u>
1 1/2"	\$ 7,800	<u>\$20,397</u>
2"	\$13,650	<u>\$36,260</u>
3"	\$31,200	<u>\$81,584</u>
4"	\$55,576	<u>\$145,040</u>
Impact		
City Parks/equivalent dwelling unit	\$1,485	<u>\$1,726/EDU</u>
City Transportation		
Residential/equivalent dwelling unit	\$1,484	<u>\$2,572/EDU</u>
Commercial/1000 square feet	\$ 901	<u>\$2,315/sq. ft.</u>
Industrial/acre	\$2,756	<u>\$4,110/acre</u>
Permit		
Floodplain Development Permit <u>with a building permit application</u> \$70 per structure or vacant lot <u>in a platted subdivision</u>		
Floodplain Development Permit with a development or design review application		<u>\$3,000</u>
Subdivision		
Application for Preliminary Plat Permit		
1 – 49 Lots	\$ 2,000	<u>\$ 4,000</u>
50 – 299 Lots	\$ 3,000	<u>\$ 4,500</u>
300 + Lots	\$ 6,000	<u>\$ 7,500</u>
App. for Infrastructure Construction Permit		
1 – 49 Lots	\$ 3,000	<u>\$ 5,500</u>
50 – 299 Lots	\$ 5,000	<u>\$ 6,500</u>
300 + Lots	\$10,000	<u>\$11,500</u>
Final Plat	\$ 500	\$ 1,000
<u>Re-review fee after the second review</u>		<u>\$ 1,000</u>
Zoning		
Administrative lot split/boundary line adjustment \$140		<u>\$ 500</u>
Comprehensive Plan	\$375	<u>\$ 500</u>
Design Review P&Z <u>up to and including 2,000 sq. ft.</u> \$150		<u>\$ 375</u>
Design Review P&Z over <u>2,000 sq. ft.</u>		<u>\$ 750</u>
Development Agreement	\$225	<u>\$1,000</u>

Infrastructure Construction Agreement		<u>\$800</u>
Variance	\$375	<u>\$500</u>

Creating New Impact Fees	Proposed Fee*
<u>Middleton Rural Fire District</u>	
Residential/equivalent dwelling unit	\$866 per/EDU
Non-residential	\$0.42/sq. ft. + \$17/permit
<u>Greater Middleton Parks and Recreation District</u>	
Residential/equivalent dwelling unit	\$495/EDU
<u>Caldwell Rural Fire District/City of Caldwell</u>	
Residential/equivalent dwelling unit	\$682/EDU
Non-residential	\$0.33/sq. ft. + \$17/permit

*Administrative costs annualized and rounded to the nearest dollar is \$17.00/permit issued. Capital improvement plans, impact fee analyses and application fee increase information are available for viewing or copying at Middleton City Hall, 1103 W. Main Street, Middleton, Idaho 8:00 a.m. to 5:00 p.m., Monday-Friday except holidays.

Everyone is invited to attend the hearings and offer comments. Written comments may be submitted prior to or at the hearing to Bruce Bayne, Planning and Zoning Official, at bbayne@middletoncity.com or by mail to P.O. Box 487, Middleton, ID 83644.

Please Publish: Friday December 13, 2019

Please send Affidavit of Publication to:

Taylor Gyer
City of Middleton
P.O. Box 487
Middleton ID 83644

Thank you.

ORDINANCE NO. 626

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ADOPTING A MIDDLETON RURAL FIRE DISTRICT IMPACT FEE, GREATER MIDDLETON PARKS AND RECREATION DISTRICT IMPACT FEE AND CALDWELL RURAL FIRE DISTRICT IMPACT FEE; PROVIDING FOR THE IMPOSITION, COMPUTATION AND PAYMENT OF SAID FEE; PROVIDING FOR THE ESTABLISHMENT OF AN IMPACT FEE FUND; PROVIDING FOR EXEMPTIONS, REFUNDS, CREDITS AND WAIVERS OF THE IMPACT FEES; ADOPTING GENERAL PROVISIONS; PROVIDING FOR APPEALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Idaho Code §67-8201, et seq., the City of Middleton ("City") may impose impact fees to fund expenditures by Middleton Rural Fire District and Caldwell Rural Fire District ("the fire districts") and Greater Middleton Parks and Recreation District (GMPRD) on capital improvements needed to serve new development;

WHEREAS, the fire districts and GMPRD hired Galena Consulting to analyze and assess new development projections to determine the demand for fire district and GMPRD improvements to accommodate new development in the City; and

WHEREAS, the Middleton Rural Fire District Impact Fee Study and Capital Improvements Plan Final Report and the Caldwell Rural Fire District Capital Impact Fee Study and Improvement Plan Final Report and the Greater Middleton Parks and Recreation District Capital Impact Fee Study and Improvement Plan (the "impact fee studies"), incorporated herein by reference, sets forth a reasonable methodology and analysis for determining and quantifying the impacts of various types of new residential and nonresidential development on the transportation infrastructure; quantifies the reasonable impact of new development on the system improvements addressed therein; determines the costs necessary to meet demands created by new development; and determines impact fees as set forth in this Ordinance that are at a level no greater than necessary to defray the cost of planned capital improvements to increase the service capacity of the City's existing transportation infrastructure. The City hereby establishes as the City standards the assumptions and level of service standards referenced in the impact fee studies as part of plans for future system expansions of the fire districts and GMPRD; and

WHEREAS, based on reasonable methodologies and analyses for determining the impacts of new development on the fire and GMPRD systems, including review and reliance on the City of Middleton Comprehensive Plan, the impact fee studies quantify the impacts of new development on public infrastructure, and establishes impact fees on new development no greater than necessary to defray the cost of capital improvements that will increase the service capacity to serve new development; and

WHEREAS, all of capital improvements planned for and included in the impact fee studies, which are to be funded by impact fees are directly related to services that the fire districts and GMPRD are authorized to provide, and are services required by the general policies of the fire districts, GMPRD and the City pursuant to resolution, code or ordinance; and

WHEREAS, an equitable program for planning and financing capital improvements to increase the service capacity of public infrastructure needed to serve new development is necessary to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of city residents. Such protection requires that the fire and GMPRD systems be expanded to accommodate new development within the City; and

WHEREAS, the fire districts' and GMPRD impact fees to be imposed on new development will be and are hereby legislatively adopted, will be generally applicable to all new residential, commercial and industrial construction, and are intended to defray the projected impacts on such public infrastructure caused by new development as allowed by law; and

WHEREAS, the impact fee studies quantify the reasonable impacts of new development on existing fire and GMPRD systems, and the reasonable costs of capital improvements necessary to increase the service capacity of the fire districts' and GMPRD' existing systems to accommodate the additional demands and impacts of new development; and

WHEREAS, based upon the impact fee studies, the testimony at public hearing, a review of the facts and circumstances, and the recommendation of the Planning and Zoning Council the proposed impact fees are at levels no greater than necessary to defray the cost of capital improvements directly related to the categories of residential and nonresidential land development; and

Middleton Rural Fire District	\$849 per equivalent dwelling unit \$0.42 per for each square foot of nonresidential
Greater Middleton Parks and Recreation District	\$478 per equivalent dwelling unit
Caldwell Rural Fire District	\$665 per equivalent dwelling unit \$0.33 per for each square foot of nonresidential

WHEREAS, in adopting the impact fees, the City Council intends and has determined that such impact fees are designed to and do address capital improvements needs that are brought about by new development, which needs are separate and distinct from the impacts and needs addressed by other requirements of the fire districts, GMPRD, or City's codes and ordinances, and in no circumstance do the impact fees set forth herein address the same subjects as other requirements of the City's codes and ordinances for site specific dedications or improvements; and

WHEREAS, the impact fees adopted hereby shall be collected and accounted for in accordance with Section 67-8201, et seq., Idaho Code; and

WHEREAS, after due and timely notice, the Planning and Zoning Commission held a public hearing on November 4, 2019 to discuss, review, hear public comments, and make recommendations to the City Council about the proposed impact fees set forth herein; and

WHEREAS, in accordance with the procedural requirements of Title 67, Chapter 65, Idaho Code, the capital improvement plans have been adopted as part of the city's comprehensive plan, and in accordance with the procedural requirements of Title 67, Chapter 82, Idaho Code, the impact fee studies and capital improvement plans have been presented to and reviewed by the City Council; and

WHEREAS, after due and timely notice, the City Council on December 4, 2019 held a public hearing to discuss, review and hear public comments on the proposed impact fees set forth herein; and

WHEREAS, the impact fees adopted hereby are fair and rational, charge new development according to new development's impact on the City's transportation infrastructure and benefit those who pay impact fees in a tangible way.

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

Section 1: The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the City Council.

Section 2: Findings and Purpose

In accordance with the Idaho Development Impact Fee Act, the City Council of the City of Middleton finds that an equitable program for planning and financing public infrastructure under its jurisdiction which is needed to serve new growth and development is necessary to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of Middleton, Canyon County, Idaho. It is the intent of the Council by enactment of this Ordinance to:

- a. ensure that adequate roads, streets, bridges and associated public infrastructure are available to serve new growth and development;
- b. promote orderly growth and development by establishing uniform standards by which those who benefit from new growth and development pay a proportionate share of the cost of new public infrastructure under the jurisdiction of the City of Middleton which are needed to serve new growth and development; and

c. ensure that those who benefit from new growth and development are required to pay no more than their Proportionate Share of the cost of new public infrastructure under the jurisdiction of the City of Middleton which are needed to serve new growth and development and to prevent duplicate and ad hoc development requirements. (See Idaho Code §67-8202)

Section 3: Definitions

Following are definitions of certain terms used in this Ordinance. Other terms which are not defined in this Ordinance shall have the meaning attributed to them in Idaho Code § 67-8203. Any terms not otherwise defined shall have the commonly understood meaning.

As used in this Ordinance the following terms shall have the following meanings:

“Capital Improvement” means an improvement with a useful life of ten (10) years or more, by new construction or other action, which increases the Service Capacity of the System. (See Idaho Code §67-8203(3).)

“Capital Improvements Plan” and “Capital Improvement Plans” mean a plan adopted by the Council that identifies Capital Improvements for which Impact Fees may be used as a funding source. (See Idaho Code § 67-8203(5).)

“Development” means 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 the land, which creates additional demand and need for System Improvements or the subdivision of property that would permit any change in the use, character, or appearance of land. (See Idaho Code § 67-8203(7).)

“Extraordinary Costs” means those costs incurred as a result of an Extraordinary Impact. (See Idaho Code § 67-8203(11).)

“Extraordinary Impact” means an impact to the System which will result from Development which is reasonably determined by the Council to: (i) result in the need for System Improvements, the cost of which will significantly exceed the sum of the Impact Fees to be generated from the proposed Development or the sum agreed to be paid pursuant to an agreement between the City and the Developer; or (ii) result in the need for System Improvements which are not identified in the most recent Capital Improvements Plan. (See Idaho Code § 67-8203(12).)

“Impact Fee” means 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. The term does not include the following:

- a. a charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for Development (see Idaho Code § 67-8203(9)(a));
- b. connection or hookup charges (see Idaho Code § 67-8203(9)(b));
- c. availability charges for drainage, sewer, water, or transportation charges for services provided directly to the Development (see Idaho Code § 67-8203(9)(c));
- d. amounts collected from a Developer in a transaction in which the City has incurred expenses in constructing Capital Improvements for the Development if the owner or Developer has agreed to be financially responsible for the construction or installation of the Capital Improvements, unless a written agreement is made for credit or reimbursement (see Idaho Code § Section 67-8203(9)(d)); or
- e. an Overlay Fee imposed to cover Extraordinary Costs.

“Impact Fee Administrator” means the City Clerk or the official designated by the City Clerk to administer this Ordinance.

“Impact Fee Schedule” means that schedule of fees referenced in this Ordinance and set forth in the Fee Schedule attached to this Ordinance as Exhibit “A”.

“Individual Assessment Application” means the City Individual Assessment Application form as set forth in the City policies and procedures that notifies the City of the Developer or Fee Payer’s intent to provide an Individual Assessment Submittal.

“Individual Assessment Submittal” means the documentation required for an Individual Assessment.

“ITE Manual” means the 9th edition of the manual entitled *Trip Generation* published by the Institute of Transportation Engineers.

“Overlay Fee” means a payment of money imposed by the Council on the lots or parcels in an Overlay Zone to pay a Proportionate Share of the Extraordinary Costs incurred by a Developer to resolve an Extraordinary Impact resulting from a Development or multiple Developments.

“Overlay Zone” means the geographic area consisting of a Development or multiple Developments which collectively will cause an Extraordinary Impact to the System.

“Project Improvements” means site improvements and infrastructure that are planned and designed to provide service for a Development and that are necessary for the use and convenience of the occupants or users of that Development. (See Idaho Code § 67-8203(22))

"Service Area" means a defined geographic area in which the System provides service to Development within the area defined on the basis of sound planning or engineering principles or both. (See Idaho Code § 67-8203(26).)

"Service Capacity" means the number of vehicles that can be accommodated on any one segment of the City System at Level of Service C.

"System Improvements," in contrast to Project Improvements, means Capital Improvements to the System which are designed to provide service to a Service Area including, without limitation, the type of improvements described in Idaho Code § 50-1703. (See Idaho Code § 67-8203(28).)

"System Improvement Costs" means costs incurred for construction or reconstruction of System Improvements, including costs of design, right-of-way acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in Idaho Code § 50-1702(h), to provide additions to the System needed to serve new growth and Development. (See Idaho Code § 67- 8203(29).)

Section 4: Rules of Construction

The provisions of this Ordinance shall be interpreted to be consistent with the mandatory provisions of the Idaho Development Impact Fee Act and liberally construed to effectively carry out its purpose.

Section 5: Imposition of Impact Fee

On the terms, and consistent with the purposes and provisions of this Ordinance and the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code, the City hereby imposes an Impact Fee as a condition of development approval on all developments in the City. Unless otherwise agreed in writing by the City and the Developer, the Impact Fee shall be collected at the issuance of a building permit. (See Idaho Code § 67-8204(3).)

Taxing districts shall be subject to payment of Impact Fees on all Developments in the City pursuant to the terms of this Ordinance unless the City and the taxing district enter into a written agreement that provides otherwise. (See Idaho Code § 67-8203(7).)

Section 6: Methodology

A. Basis for Formula.

The Idaho Development Impact Fee Act and subsequent analyses by the City provide the methodology for a reasonable and fair formula to ensure that those who benefit from Development pay their Proportionate Share of the cost of System Improvements needed to

serve that Development. This methodology results in a formula for the calculation of the Impact Fee for each type of use within a given service area that is then used to create the Impact Fee Schedule. (See Idaho Code § 67- 8207.)

B. Minimum Standards Under this Formula. The Impact Fee:

- a. shall not exceed a Proportionate Share of the costs incurred or to be incurred by the City in the provision of System Improvements to serve new Development (see Idaho Code §§ 67-8204(1) and 67-8207(1));
- b. is based on actual System Improvement Costs or reasonable estimates of such costs (see Idaho Code § 67-8204(1));
- c. is calculated on the basis of fire and park levels of service within the System as applicable to existing Development as well as new growth and Development. Existing fire and park level of service is the acceptable level of service for System Improvements under this Ordinance (see Idaho Code § 67- 8204, subsections (2) and (23)); and
- d. is imposed for System Improvements that are attributable to the demands on the Service Capacity of the System generated by the new Development. (See Idaho Code § 67-8204(2).)

C. Considerations in Determining Proportionate Share

The proportionate share is the cost of System Improvements attributable to the new Development after the City considers and accounts for 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 because of a new Development in the form of user fees and debt service payments;
- c. that portion of general tax and other revenue allocated by the City to System Improvements; and
- d. all other Available sources of funding such System Improvements. (See Idaho Code § 67-8207(1).)

D. Factors Considered in Determination of Proportionate Share

In determining the Proportionate Share of the cost of System Improvements to be paid by the Developer, the following factors shall be considered and accounted for by the City in the calculation of the Impact Fee:

- a. the cost of existing System Improvements within the Service Area;
- b. how existing System Improvements have been financed;
- c. the extent to which the new Development will contribute to the cost of System Improvements through taxation, assessment, or Developer or landowner contributions, or has previously contributed to the cost of System Improvements 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 Impact 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. The Capital Improvements Plan shall include consideration of alternative sources of revenue. (See Idaho Code §§ 67-8204 (1) and 67-8207(2).)

Section 7: Formula for Calculating the Impact Fee

A. Basic Purpose and Concept

The basic purpose of the Impact Fee and the principal concept of the formula is to charge each new Development with its Proportionate Share of System Improvement Costs of new or expanding transportation infrastructure under the jurisdiction of the City to handle the increased vehicular traffic that will eventually result from all the new Developments that can be expected to be built according to adopted land use plans.

The number and type of new developments that can be projected to be built in a geographic area, the vehicular use that can be expected from each new development, the costs of expanding the Service Capacity of transportation infrastructure, the Proportionate Share, and the other factors that under the Idaho Development Impact Fee Act must be considered for inclusion in the Impact Fee formula are based on reasonable estimates and averages

using the best available sources and applied in accordance with generally accepted accounting principles and engineering and planning criteria. (See Idaho Code § 67-8204(23).)

B. Impact Fee Schedule

The City of Middleton, City Council Resolution 2019-432 adopts a capital improvement plan for the Middleton Rural Fire District, Resolution 2019-433 adopts a capital improvement plan for the Greater Middleton Parks and Recreation District, and Resolution 2019-434 adopts a capital improvement plan for the Caldwell Rural Fire District.

Based on the formulas described in the respective capital improvement plans, the amount of the Impact Fees for a development at the specified land uses is presumed to be the amount set forth as follows.

Middleton Rural Fire District	\$849 per equivalent dwelling unit \$0.42 per for each square foot of nonresidential
Greater Middleton Parks and Recreation District	\$478 per equivalent dwelling unit
Caldwell Rural Fire District	\$665 per equivalent dwelling unit \$0.33 per for each square foot of nonresidential

Section 8: Property Tax Proportionate Share Calculation

If a Developer or Fee Payer seeks an Impact Fee tax credit, they shall provide the assessed value of the property (real and personal) to the Impact Fee Administrator within two (2) years of payment of the Impact Fee. The Impact Fee Administrator will use the assessed value to calculate the total amount of future property tax credit. The future property tax credit will then be remitted to the Developer or Fee Payer or credited against the current Impact Fee certificate.

Section 9: Exemptions

The following Development activities are exempt from the requirement to pay an Impact Fee:

- a. rebuilding the same amount of floor space of a structure which was destroyed by fire or other catastrophe, providing the structure is rebuilt and ready for occupancy within two (2) years of its destruction and the land use of the rebuilt structure is similar to the land use before the destruction;
- b. remodeling or repairing a structure which does not increase the number of service units;

- c. replacing a residential unit, including a manufactured home, with another residential unit on the same lot, provided that the number of Service Units does not increase;
- d. placing a temporary construction trailer or office on a lot;
- e. constructing an addition on a residential structure which does not increase the number of service units;
- f. adding uses that are typically accessory to a residential use, such as tennis courts, swimming pools, a clubhouse or a detached garage, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of System Improvements; (see Idaho Code § 67-8204(20)); and
- g. placing a temporary stand, structure or similar facility for the sale or disbursement of seasonal farm produce, fireworks, election campaign material, or similar use, where the total period of use will not exceed ninety (90) days during any twelve (12) month period.

Section 10: Impact Fee Advisory Committee

A. Continuation of Existing Committee

An Impact Fee Advisory Committee was previously established in 2012 and the Committee is still in place. It consists of a minimum of five (5) members appointed by the Council and its actions and activities are hereby ratified and approved, and for the purposes of this Ordinance the Committee is hereby re-established and the members re-appointed to serve for the balance of their respective terms.

B. Composition

The Impact Fee Advisory Committee shall be composed of not fewer than five (5) members appointed by the Council. Two (2) or more members shall be active in the business of Development, building or real estate. (See Idaho Code § 67-8205(2).)

C. Advisory Capacity

The Impact Fee Advisory Committee shall serve in an advisory capacity and is established to:

- a. assist the City in adopting land use assumptions made by the appropriate land use planning agencies;

- b. review the Capital Improvement Plans and proposed amendments utilizing the land use assumptions, and file written comments;
- c. monitor and evaluate implementation of the Capital Improvement Plans;
- d. file periodic reports, at least annually, with respect to the Capital Improvements Plan and report to the Council any perceived inequities in implementing the Plan or imposing the Impact Fees; and
- e. advise the Council of the need to update or revise the Capital Improvement Plans and Impact Fees. (See Idaho Code § 67- 8205 (3).)

D. City Support

The City shall make available to the Impact Fee Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other Development and implementation of land use assumptions by appropriate land use planning agencies, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan. (See Idaho Code § 67-8205 (4).)

Section 11: Capital Improvement Plans

A. Adoption of Capital Improvement Plans

The City shall adopt and update the Capital Improvement Plans in accordance with Idaho Code § 67-8208.

B. Contents

The Capital Improvement Plans and each update thereof which are adopted by the Council shall contain all of the following:

- a. a general description of the System and its existing deficiencies within the Service Area and a reasonable estimate of all costs of, and a plan to develop the funding resources related to, curing such existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding or replacing the System to meet existing needs and usage;
- b. a commitment by the City to use other available sources of revenue to cure existing System deficiencies where practical;
- c. an analysis of the total Service Capacity, the level of current usage, and commitments for usage of the Service Capacity of existing Capital Improvements, which shall be prepared by a qualified professional planner or by a qualified engineer licensed to perform engineering services in this state;

- d. a description of the land use assumptions most recently adopted by the appropriate land use planning agencies;
- e. a definitive table establishing the specific level or quantity of use by a Development of System Improvements and an equivalency or conversion table establishing the ratio of a Service Unit to various types of land uses, including residential, commercial, and industrial;
- f. a description of all System Improvements and their costs necessitated by and attributable to new Development in the Service Area based on the approved land use assumptions, to provide a level of service not less than Level of Service C;
- g. the total number of Service Units necessitated by and attributable to new Developments within the Service Area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;
- h. the projected demand for System Improvements required by new Service Units projected over a reasonable period of time not to exceed twenty (20) years;
- i. identification of all sources and levels of funding Available to the City for the financing of the System Improvements; and
- j. a schedule setting forth estimated dates for commencing and completing construction of all System Improvements identified in the Capital Improvements Plan. (See Idaho Code § 67-8208(1).)

C. Capital Improvement Plan Updates

- a. the City shall update the Capital Improvements Plan at least once every four (4) years, each update to be prepared by the Impact Fee Administrator in consultation with the Impact Fee Advisory Committee, and submitted to the Council for adoption in accordance with procedures set forth in Idaho Code § 67-8206. (See Idaho Code § 67-8208(2).)
- b. The Capital Improvements Plan shall be updated in conformance with the provisions of subsection *a.* of this section each time the City proposes the amendment, modification or adoption of a development impact fee ordinance. (See Idaho Code § 67-8208(4).)

D. Annual Adoption of Capital Budget

The Council must annually adopt a capital budget. (See Idaho Code § 67-8208(3).)

Section 12: Fee Certification

A Developer shall receive upon request, a written certification of the Impact Fee or individual assessment for a particular Development. The Impact Fee Administrator shall provide the Developer with written certification of the Impact Fee for that Development, which shall establish the Impact Fee so long as there is no material change to the particular project as identified in the Individual Assessment Application, or change to the Impact Fee Schedule. The certification shall include an explanation of the calculation of the Impact Fee including an explanation of factors considered by the Council. The certification shall also specify the System Improvement(s) for which the Impact Fee is intended to be used. (See Idaho Code § 67-8204(6).)

Section 13: Individual Assessments

A. Initiating an Individual Assessment

- a. A Developer or Fee Payer may provide a written individual assessment of the Proportionate Share of the Impact Fee for the proposed Development. (See Idaho Code § 67-8204(5).)
- b. The individual assessment process allows the consideration of studies, data and any other relevant information submitted by the Developer or Fee Payer to adjust the amount of the Impact Fee. (See Idaho Code § 67-8204(5).)
- c. To initiate an individual assessment, the Developer or Fee Payer shall submit a written Individual Assessment Application to the Impact Fee Administrator no later than thirty (30) days after the date of payment of the Impact Fee. (See Idaho Code § 67-8204(14).)
- d. The Individual Assessment Submittal shall consist of all the required supporting documentation and analysis in conformance with the City policies and procedures.
- e. An Individual Assessment Submittal of the Impact Fee for the proposed Development shall be permitted sufficiently in advance of the time the Developer or Fee Payer may seek a building permit or related permits so that the issuance of a building permit or related development permits will not be delayed. To be approved before a building permit or related development permits are issued, the Individual Assessment Submittal must be received by the City at such a time as to permit the Impact Fee Administrator to render a decision. (See Idaho Code § 67-8204(14).)
- f. At the election of the Developer or Fee Payer, an Individual Assessment Submittal of the Impact Fee for the proposed Development may also be permitted any time after issuance of a building permit or related development permits within two (2) years from the date the City receives the Individual Assessment Application. The

Impact Fee Administrator may grant an extension of up to one (1) year upon showing of just cause. (See Idaho Code §67-8204(14).)

g. The Developer or Fee Payer shall present, and pay for the cost of supporting documentation and analysis for the Individual Assessment Submittal. (See Idaho Code §67-8204(5).)

h. If there is a material change to the particular project, the Impact Fee Administrator shall determine if the change warrants an update to the individual assessment.

i. The Impact Fee Administrator shall review the Individual Assessment Submittal and determine if it is complete. If the Impact Fee Administrator determines that the Individual Assessment Submittal is not complete, a written statement shall be sent to the Developer or Fee Payer submitting the individual assessment specifying the deficiencies. The Impact Fee Administrator shall take no further action on the Individual Assessment Submittal until the submittal is deemed complete. The Developer or Fee Payer shall have a minimum of thirty (30) days to respond and complete the Individual Assessment Submittal in the event the date of the written statement from the Impact Fee Administrator is dated within thirty (30) days of the end of the two (2) year period for the submission of the Individual Assessment Submittal.

j. A Developer or Fee Payer submitting an individual assessment shall pay a review fee to the City to cover the cost of reviewing the Individual Assessment Submittal. The review fee amount shall be in accordance with the City's current fee schedule.

B. Assessment Procedures and Documentation

a. The documentation and analysis supporting the Individual Assessment Submittal shall be signed by the Developer or Fee Payer and the individual preparing the Individual Assessment Submittal.

b. The Individual Assessment Submittal, prepared by the Developer or Fee Payer, shall include a determination of each of the factors in the Impact Fee formula for the Development that is the subject of the individual assessment.

c. Alternative methods for determining the factors in the Impact Fee formula must be approved in writing by the Impact Fee Administrator prior to submitting the Individual Assessment Submittal.

d. The Individual Assessment Submittal shall include a calculation of the Impact Fee based on the facts presented, utilizing the same methodology and formula used in developing the Impact Fee Schedule.

- e. Multi-phase projects – An individual assessment may only be conducted and applied to the current phase of multi-phase projects. The individual assessment shall be updated for each phase of multi-phase projects. The trip generation and characteristics shall include the current phase as well as all phases to date.

C. Decision

The Impact Fee Administrator may accept, accept with conditions or, reject the documentation and analysis or, require the Developer or Fee Payer to submit additional or different documentation.

No later than twenty (20) calendar days following the completion of the presentation of all required documentation and, after considering the same and making appropriate findings based thereon, the Impact Fee Administrator shall decide as to the Impact Fee to be charged for the Development. The decision shall be based upon the requirements of Idaho Code § 67-8207, and shall include an explanation of the calculation of the Impact Fee, including an explanation of factors considered under Idaho Code § 67-8207, and shall specify the System Improvement(s) for which the Impact Fee is intended to be used. (See Idaho Code §67-8204(5).)

D. Appeal from Decision

If the Developer or Fee Payer does not accept the decision of the Impact Fee Administrator, an appeal may be filed with the Council.

Section 14: Extraordinary Impacts; Overlay Zones and Overlay Fees

There will be situations where the anticipated impacts to the system of a proposed development will comprise an Extraordinary Impact. The Council may adopt an Extraordinary Impact Fee ordinance which calculates a pro rata share per parcel of the Development of the Extraordinary Costs. The Council may by resolution adopt an Overlay Fee equal to such pro rata share of the Extraordinary Costs in addition to the Impact Fee.

Section 15: Credit or Reimbursement

A. For Construction, Contribution, Taxes and User Fees Generated

- a. In the calculation of Impact Fees for a project, credit or reimbursement shall be given for the present value of any construction of System Improvements or dedication of land or money required by the City from a Developer for System Improvements of the category for which the Impact Fee is being collected, including such System Improvements paid for pursuant to a local improvement district. Credit

or reimbursement shall not be given for Project Improvements. (See Idaho Code §67-8209(1).)

b. In calculation of Impact Fees for a project, credit shall be given for the present value of all tax and user fee revenue generated by the Developer, within the Service Area where the Impact Fee is being assessed and used by the City for System Improvements of the category for which the Impact Fee is being collected. If the amount of the credit exceeds the Proportionate Share for the project, the Developer shall receive a credit on future Impact Fees for the amount in excess of the Proportionate Share. The credit may be applied by the Developer as an offset against future Impact Fees only in the Service Area where the credit was generated. (See Idaho Code §67-8209(2).)

c. If a Developer is required to construct, fund or contribute System Improvements in excess of the Development's Proportionate Share of System Improvement Costs, including such System Improvements paid for pursuant to a local improvement district, the Developer shall receive a credit on future Impact Fees or be reimbursed at the Developer's choice for such excess construction, funding or contribution from Impact Fees paid by future Development which impacts the System Improvements constructed, funded or contributed by the Developer or Fee Payer. (See Idaho Code § 67-8209(3).)

B. Procedures and Documentation

a. If credit or reimbursement is due the Developer pursuant to this section from the construction of System Improvements or dedication of land or money required by the City, the City shall enter into a written agreement with the Developer or Fee Payer, negotiated in good faith, prior to the construction, funding or contribution. The agreement shall provide for the amount of credit or the amount, time and form of reimbursement. (See Idaho Code §67-8209(4).)

b. To apply for credit for the Present Value of all tax and user fee revenue generated by the Developer within the Service Area where the Impact Fee is being assessed and used by the City for System Improvements of the category for which the Impact Fee is being collected, the Developer shall submit an application for Impact Fee credit and all supporting documentation to the Impact Fee Administrator within thirty (30) calendar days of the date of payment of the Impact Fee to which the credit is being applied. The Impact Fee Administrator shall determine if the Developer is eligible for credit towards the Impact Fee and calculate the amount of the credit. If credit is due the Developer, the credit amount will be deducted from the Impact Fee.

Section 16: Changes in Units or Scope; Modular Building, Manufactured Home or Recreational Vehicle

A. Change in Number of Units, Scope of Development.

After payment of the Impact Fees or execution of an agreement for payment of Impact Fees, additional Impact Fees or increases in fees may not be assessed unless the number of Development Units increases or the scope or schedule of the Development changes. In the event of an increase in the number of Development Units or the scope of the Development changes, the additional development Impact Fees to be imposed are limited to the amount attributable to the additional Development Units or change in scope of the Development. (See Idaho Code §67-8204(18).)

B. Modular Building, Manufactured Home or Recreational Vehicle

An Impact Fee will be assessed for installation of a modular building, manufactured home or recreational vehicle unless the Fee Payer can demonstrate by documentation such as aerial photographs, utility bills and tax records, either:

- a. that a modular building, manufactured home or recreational vehicle was legally in place on the lot or space prior to the effective date of this Ordinance; or
- b. that an Impact Fee has been paid previously for the installation of a modular building, manufactured home or recreational vehicle on that same lot or space. (See Idaho Code §67-8204(21).)

Section 17: Payment of Impact Fee

A. Place and Time of Payment

The payment of the Impact Fee and any extra fees for Extraordinary Impacts shall be made directly to the City. The Impact Fee shall be due at the time of the issuance of a building permit or a manufactured home installation permit or a similar permit, or, if no permit is required, at the time of the commencement of construction of the Development, or as may be otherwise agreed by the Developer and the Impact Fee Administrator. (See Idaho Code §67-8204(3).)

B. Election

A Developer has the right to elect to pay a Development's Proportionate Share of System Improvement Costs by payment of Impact Fees according to the Fee Schedule as full and complete payment of the Development's Proportionate Share of System Improvement Costs, except for any costs of Extraordinary Impact. (See Idaho Code §67-8204(17).)

Section 18: Service Area

City of Middleton, City Council Resolution 2019-436 establishes the service area for the Middleton Rural Fire District, Resolution 2019-437 establishes the service area for the Greater Middleton Parks and Recreation District, and Resolution 2019-438 establishes the service area for the Caldwell Rural Fire District.

Section 19: Use of Funds

A. Separate Accounts

All Impact Fees shall be maintained in one (1) or more interest-bearing accounts within the capital projects fund. Accounting records shall be maintained for each Service Area in which the fees are collected. Interest earned on Impact Fees shall be considered funds of the account on which it is earned, and not funds subject to Idaho Code § 57-127 and shall be subject to all restrictions placed on the use of Impact Fees under the provisions of this Ordinance. (See Idaho Code §67-8210(1).)

B. Expenditure Restricted

Expenditures of Impact Fees shall be made only for the category of System Improvements and within or for the benefit of the Service Area for which the Impact Fee was imposed as shown by the Capital Improvements Plan and as authorized in this Ordinance. Impact Fees shall not be used for any purpose other than to pay for System Improvement Costs to create additional System Improvements to serve new growth. (See Idaho Code §§67-8204(11) and 67-8210(2).)

C. Annual Report

The City shall prepare an annual report describing:

- a. the amount of all Impact Fees collected, appropriated, or spent during the preceding year by Service Area; and
- b. the percentage of tax and revenues other than Impact Fees collected, appropriated or spent for System Improvements during the preceding year by category of public facility and Service Area. (See Idaho Code §67-8210(3).)

D. Time to Spend Impact Fees Collected

Collected Impact Fees must be expended within eight (8) years from the date they were collected, on a first-in, first-out (FIFO) basis, except that the Impact Fees collected for drainage infrastructure must be expended within twenty (20) years. Any funds not

expended within the prescribed times shall be refunded. The City may hold the Impact Fees for longer than eight (8) years if the Council identifies, in writing:

- a. a reasonable cause why the Impact Fees should be held longer than eight (8) years; and
- b. an anticipated date by which the Impact Fees will be expended but in no event greater than eleven (11) years from the date they were collected. (See Idaho Code § 67-8210(4).)

Section 20: Refunds

A. Right to Request

A refund of an Impact Fee paid under this Ordinance shall be made upon the request of the current owner(s) of property on which the fee has been paid if:

- a. The request for a refund is received by the City no later than two (2) years from the date of payment of the Impact Fee; and
- b. service is available but never provided; or
- c. a building permit or permit for installation of a manufactured home or similar permit is denied or abandoned; or
- d. after collecting the fee when service is not available, the City has failed to appropriate and expend the collected Impact Fees pursuant to this Ordinance (see Idaho Code §67-8211(1); or
- e. action by the Council determines that the Impact Fee was calculated incorrectly in favor of the City or as a result of an appeal or mediation a refund is due; or
- f. the Fee Payer pays the Impact Fee under protest, and a subsequent review of the Impact Fee paid or the completion of an individual assessment determines that the Impact Fee paid exceeded the Proportionate Share to which the City was entitled to receive. (See Idaho Code §67- 8211(d)).

B. Time of Payment

When the right to a refund exists under this Section, the Impact Fee Administrator shall send the refund to the owner of record within ninety (90) days after the Impact Fee Administrator has determined that a refund is due. (See Idaho Code § 67- 8211(2).)

C. Interest

A refund shall include a refund of interest from the date of payment of the Impact Fee at one-half (1/2) the legal rate provided for in Idaho Code § 28-22-104(1) from the date of which the fee was originally paid. (See Idaho Code §67-8211(3).)

D. Standing

Any Person entitled to a refund shall have standing to sue for a refund under the provisions of Idaho Development Impact Fee Act if there has not been a timely payment of a refund. (Reference *Idaho Code*, Section 67-8211(4)) (Reference *Idaho Code*, Section 67-8204(12).)

Section 21: Loans to Service Area Fund; Extraordinary Impact Loans

A. Loans to Service Area Fund

The Council may loan funds held by it in its general accounts to a Service Area capital projects fund where the fund does not have sufficient balances to pay all of the System Improvement Costs to be incurred for the construction of a System Improvement in that Service Area. As Impact Fees are generated and collected in that Service Area, the loan will be repaid, without interest, by the transfer of funds from the capital projects fund for that Service Area to the general accounts of the City.

B. Council Resolution Required

The making of any such loan shall require the adoption of a resolution by the Council at a regular or special meeting.

Section 22: Administrative Appeals

A. Appeal to Council; Grounds

The Council shall hear and decide appeals by any Developer, Fee Payer or property owner aggrieved by a final decision made by the Impact Fee Administrator under this Ordinance where it is alleged that the Impact Fee Administrator did not properly apply this Ordinance, did not consider all relevant facts presented, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of this Ordinance.

B. Filing Fee

The fee for filing an appeal shall be in accordance with the City's current fee schedule.

C. Initiation

An appeal is initiated by the filing of a written notice of appeal together with the filing fee with the City, which must be filed within thirty (30) calendar days from the date of the final

decision that is the subject of the appeal. If the thirtieth day falls on a weekend or holiday, the notice of appeal may be filed the following business day. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the Ordinance relevant to the appeal and/or the facts relied upon and shall include a written argument in support of the appeal. A notice of appeal that does not comply with the provisions of this subparagraph shall not be considered by the Council, and no further action with respect thereto shall be taken under this Section.

D. Time to Reply

The Impact Fee Administrator shall have fourteen (14) calendar days to reply to the notice of appeal, and may during such time meet with the appellant to discuss the matter, and may also reconsider and/or amend the decision which is being appealed. A copy of the reply, and any amendments or supplements to the decision being appealed from will be provided to the appellant prior to the hearing on the appeal.

E. Notice of Hearing

Unless otherwise agreed to by the appellant, the hearing on the appeal will be noticed and scheduled for a regular meeting of the Council to be held within thirty (30) calendar days following the delivery to the appellant of the Impact Fee Administrator's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Council prior to the hearing.

F. Action by Council

After the hearing, the Council may reverse or affirm, in whole or in part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the evidence and testimony presented at the hearing.

G. Payment Under Protest

A Fee Payer may pay an Impact Fee under protest in order to obtain a Development Approval or a building permit. A Fee Payer making such payment shall not be estopped from exercising the right of appeal provided in this Section, nor shall such Fee Payer be estopped from receiving a refund of any amount deemed to have been improperly collected as a result of the appeal. (See Idaho Code §67-8212(2).)

H. Mediation

Upon voluntary agreement by the Fee Payer and the Impact Fee Administrator, the City shall address a disagreement related to the Impact Fee for a proposed Development through mediation by a qualified independent party. Mediation may take place at any time during

the appeals process and participation in mediation does not preclude the Fee Payer from pursuing other remedies provided for in this Section. Mediation costs will be shared equally by the Fee Payer and the City. (See Idaho Code §§ 67- 8204(15) and 67-8212(3).)

Section 23: Collection

If a Fee Payer fails to pay an Impact Fee when due, in addition to such other remedies as are available to the City at law or in equity to collect the same, the City may do one or more of the following:

- a. withhold Development Approval until the Impact Fee is paid;
- b. charge the Developer interest on the Impact Fee at the legal rate set forth in Idaho Code § 28-22-104 (1), from the date such payment was due until paid;
- c. charge a penalty for failure to pay an Impact Fee when due in an amount of five percent (5%) of the Impact Fee for each month elapsing after the date the fee was due until paid, such penalty not to exceed twenty-five percent (25%) of the fee;
- d. claim and impose a lien on the lot or parcel upon which the Development is occurring for failure to timely pay the Impact Fee in the amount of the Impact Fee and such costs, penalties and interest as are allowable, by following the procedures contained in Idaho Code, Chapter 5, Title 45. The lien must be claimed within ninety (90) calendar days from the date the Impact Fee was due.

Such interest and/or penalty shall be collected as part of and at the same time as the Impact Fee is paid. (See Idaho Code §67-8213.)

Section 24: Guidelines

The Council may adopt guidelines, interpretations and forms consistent with this Ordinance to implement its intent.

Section 25: Other Powers and Rights not Affected

A. Project Improvements

Nothing in this Ordinance shall prevent the City from requiring a Developer to construct reasonable Project Improvements in conjunction with a Development. (See Idaho Code §67-8214(1).)

B. Private agreements Allowed

Nothing in this Ordinance shall be construed to prevent or prohibit private agreements between property owners or Developers, the Idaho Transportation Department and the City in regard to the construction or installation of System Improvements or providing for credits or reimbursements for System Improvement 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. If it can be shown that a proposed Development has a direct impact on a public facility under the jurisdiction of the Idaho Transportation Department, then the agreement shall include a provision for the allocation of Impact Fees collected from the Developer for the improvement of the public facility by the Idaho Transportation Department. (See Idaho Code §67-8214(2).)

C. No Obligation to Approve Developments with Extraordinary Impacts

Nothing in this Ordinance shall obligate the City to approve Development which results in an Extraordinary Impact. (See Idaho Code §67-8214(3).)

D. No Obligation to Approve Below Acceptable Level of Service

Nothing in this Ordinance shall obligate the City to approve any request for Development Approval which may reasonably be expected to reduce levels of service below Level of Service C. (See Idaho Code §67-8214 (4).)

E. No Limitation on Power of Eminent Domain, Creation of Local Improvement Districts or Bond Issues

Nothing in this Ordinance 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 Idaho Code for local improvement districts or general obligation bond issues. (See Idaho Code §67-8214(6).)

Section 26: Review

In connection with each update of the Capital Improvement Plan, and more often at the discretion of the Council, the Impact Fee Administrator shall review the Fee Schedule and the relevant factors on which it is based, in coordination with the Impact Fee Advisory Committee. Based upon this review, the Impact Fee Administrator may recommend to the Council a revision of this Ordinance, including the Fee Schedule.

Section 27: Errors in Formula

If the City discovers an error in the Impact Fee formula that results in assessment or payment of more than a Proportionate Share the City shall, at the time of assessment, on a case by case basis adjust the fee to collect no more than a Proportionate Share or the City

shall discontinue the collection of any Impact Fees until the error is corrected by ordinance.
(See Idaho Code §67-8213.)

Section 28: Severability

The provisions of this Ordinance are hereby declared to be severable, and if any provision of this Ordinance or the application of the same to any Person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of the Ordinance. Any provision of this Ordinance that is inconsistent with the requirements of the Idaho Development Impact Fee Act, Chapter 82, Title 67, *Idaho Code* shall be null and void and that provision shall have no legal effect. (See Idaho Code §67-8204(25).)

Section 29: This Ordinance shall be in full force and effect from and after thirty (30) days subsequent to this Ordinance's passage, approval, and publication according to law.

Dated this ____ day of December, 2019.

CITY OF MIDDLETON
Canyon County, Idaho

Darin Taylor, Mayor

ATTEST:

Kandice Cotterell
Deputy City Clerk

EXHIBIT A
FEE SCHEDULE

Except for such Impact fee as may be calculated, paid and accepted pursuant to an independent Impact fee calculation study, the amount of each Impact fee shall be as follows:

Transportation Impact Fee Schedule:

Residential	\$1,434.00 per Dwelling Unit
Commercial	\$ 901.00 per 1,000 ft ²
Industrial	\$2,756.00 per acre

This Fee Schedule shall be in effect beginning June 7, 2017.

On January 1, 2018 and on January 1st of each year thereafter in which an Impact Fee is in effect, the amount of the Impact Fee shall be automatically adjusted to account for inflation increases in the cost of providing City transportation infrastructure to serve new development utilizing an inflation factor for construction material from a reputable source such as McGraw Hill's Engineering News Record. Nothing herein shall prevent the City from electing to maintain a then-existing Impact Fee or from electing to waive the inflation adjustment for any given fiscal year, or years. Any such action to determine an inflation factor shall be by City Council resolution.



Proposal & Contract

**Valhalla Country Estates - KCRJ LLC
Middleton, Idaho
October 15, 2019**

Item Number	Work Description	Estimate Quantity	Unit Description	Unit Price	Estimated Total
1	Mobilization	1.00	LS	\$39,144.00	\$39,144.00
2	Clearing and Grubbing	1.00	LS	\$6,279.00	\$6,279.00
3	Demo	1.00	LS	\$7,485.00	\$7,485.00
4	Cut Fill Site	7,850.00	CY	\$6.65	\$52,202.50
5	Sewer Line Connection	1.00	LS	\$4,373.25	\$4,373.25
6	8" Sewer Main	1,449.00	LF	\$39.40	\$57,090.60
7	48" Sewer Manhole	7.00	Each	\$4,480.35	\$31,362.45
8	4" Sewer Connection	6.00	Each	\$852.60	\$5,115.60
9	4" Sewer Service	5.00	Each	\$1,945.65	\$9,728.25
10	4" Service to Lot 1	350.00	LF	\$26.25	\$9,187.50
11	4" Clean-Out	3.00	Each	\$367.50	\$1,102.50
12	Dewatering	1.00	LS	\$18,375.00	\$18,375.00
13	12" Water Main	1,260.00	LF	\$41.30	\$52,038.00
14	8" Water Line	265.00	LF	\$34.25	\$9,076.25
15	6" Water Line	68.00	LF	\$84.50	\$5,746.00
16	4" Water Line Service	82.00	LF	\$60.25	\$4,940.50
17	12" Water Line Gate Valve	8.00	Each	\$3,330.00	\$26,640.00
18	8" Water Line Gate Valve	1.00	Each	\$1,542.00	\$1,542.00
19	6" Water Line Gate Valve	2.00	Each	\$1,522.00	\$3,044.00
20	Water Meter	6.00	Each	\$1,085.00	\$6,510.00
21	Fire Hydrant	2.00	Each	\$4,740.00	\$9,480.00
22	18" Gravity Irrigation	460.00	LF	\$56.15	\$25,829.00
23	8" Gravity Irrigation	247.00	LF	\$19.90	\$4,915.30

24	48" Diameter Manhole	4.00	Each	\$2,480.00	\$9,920.00
26	Drainage Ditch With Bioswayle	2,940.00	LF	\$7.05	\$20,727.00
27	Seepage Bed #1	1.00	LS	\$10,400.00	\$10,400.00
28	Seepage Bed #2	1.00	LS	\$9,925.00	\$9,925.00
29	Asphalt Subbase	3,950.00	CY	\$19.95	\$78,802.50
30	Ribbon Curb/Curb and Gutter	3,355.00	LF	\$22.85	\$76,661.75
31	Asphalt Base Prep	3,000.00	CY	\$24.15	\$72,450.00
32	Asphalt Paving	1,700.00	Tons	\$98.75	\$167,875.00
33	Concrete Collars	22.00	Each	\$351.75	\$7,738.50

Total Estimate: \$845,706.45

Customer

(Print) KCRTI LLC by Joseph Roberts, Member Manager

 Signature Date: 10/15/19

INFRASTRUCTURE CONSTRUCTION AGREEMENT

This Infrastructure Construction Agreement (**Agreement**) is entered into and effective this _____ day of December, 2019 by and between the City of Middleton, an Idaho municipal corporation (City) and KCRJ LLC, an Idaho limited liability company (**Developer**).

RECITALS

1. The City of Middleton is a municipal corporation created pursuant to the laws of the State of Idaho and has the power to enter into contracts and to provide public utilities as provided by Idaho Code Title 50, Chapter 3;
2. The City is implementing transportation policies and maps in the City's comprehensive plan to relieve traffic congestion downtown on SH-44 by:
 - A. Increasing north-south vehicle, bicycle and pedestrian routes through town along section- and quarter-section lines identified as Emmett Road, Hartley Lane, Cemetery Road, Middleton Road and Duff Lane; and
 - B. Increasing the east-west vehicle, bicycle and pedestrian routes through town along section- and quarter-section lines identified as River Street, Ninth Street, Willis Road, and Meadow Park Street.
3. Meadow Park Street
 - A. Meadow Park Street is an east-west road generally along a quarter-section line approximately half way between Willis Road and Purple Sage Road.
 - B. Construction plans for the segment Meadow Park Street between The Pines Subdivision and Middleton Road were approved as part of Valhalla Subdivision No. 2 (**Meadow Park Street Segment**).
 - C. City code and standards require the Meadow Park Street Segment to be constructed as part of Valhalla Subdivision No. 2.
4. Local and state laws allow the City may pay all or a portion of transportation infrastructure design and/or construction expenses, or acquire certain land as right-of-way, so transportation improvements can be constructed in cooperation with developers as vacant land develops.
5. The estimated construction cost of the Meadow Park Street Segment is \$845,706.50 and the city desires to pay a total of \$97,000 towards the construction cost.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of Ten Dollars and other valuable consideration received by the parties, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows.

INFRASTRUCTURE CONSTRUCTION AGREEMENT

Section 1: The "Recitals" above are incorporated here as if restated in full.

Section 2: Except the amount paid by the city, the Developer at its sole cost and expense shall construct the Meadow Park Street Segment (**Project**).

Section 3: The City shall pay a total of \$97,000, when due and before delinquent, directly to the road contractor that constructs Meadow Park Street Segment.

Section 4: Time is of the essence for party-performance of each obligation in this Agreement, and the City and Developer agree to cooperate with each other implementing the provisions of this Agreement.

Section 5: This Agreement is binding upon and benefits the parties and their respective successors and assigns and burdens the Property for the Project.

Section 6: This Agreement involves only the contracting parties that signed it and shall not be construed to create any rights in any person who is not a signing party. No person or entity may claim the status of a third-party beneficiary of this Agreement.

Section 7: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the City relative to the subject matter of this Agreement, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement.

Section 8: This Agreement may be modified or terminated if in writing signed by the parties both parties.

Section 9: This Agreement is governed by the laws of the State of Idaho.

KCRJ LLC

THE CITY OF MIDDLETON

JOE ROBERTS, MANAGING MEMBER

DARIN TAYLOR, MAYOR

ACKNOWLEDGEMENT

STATE OF IDAHO)
 s.s.
County of County)

On the ____ day of December 2019 before me a Notary Public in and for said County and State personally appeared Joe Roberts known or identified to me to be the individual whose name is subscribed to the within instrument and acknowledged he is a Managing Member of KCRJ LLC and signed above as Managing Member of KCRJ LLC.

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

NOTARY
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
 S.S.
County of Canyon)

On the _____ day of December 2019 before me a Notary Public in and for said County and State personally appeared **Darin Taylor** known or identified to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he is the Mayor of the City of Middleton and signed above as Mayor of the City of Middleton.

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

NOTARY
Residing at _____
My Commission Expires _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this ____ of December 2019 by and between the City of Middleton (City), an Idaho municipality, and Janet Fallert (Fallert) and Brenda Shannon (Shannon).

I. PURPOSE:

The purpose of this MOU is to document the plans and project that has been discussed to date between the City, Fallert and Shannon to support the groundwork laid between Mayor Darin Taylor, Fallert and Shannon regarding Crane Creek Park needs of the City.

II. AUTHORITY:

This MOU is entered into pursuant to Idaho Code Sections 50-301, Sections 67-6508(k), 67-6509 and 67-6517, Idaho Code, and any other provisions of city or state law or rule directly pertaining to the memorandum.

III. RESPONSIBILITIES AND PROCEDURES:

The City, Fallert and Shannon agree as follows:

- The only east-west road through downtown Middleton is State Highway 44.
- The City is implementing transportation policies and maps in the City's comprehensive plan to relieve traffic congestion downtown on SH-44 by:
 - Increasing north-south vehicle, bicycle and pedestrian routes through town along section- and quarter-section lines identified as Emmett Road, Hartley Lane, Cemetery Road, Middleton Road and Duff Lane; and
 - Increasing the east-west vehicle, bicycle and pedestrian routes through town along section- and quarter-section lines identified as River Street, Ninth Street, Willis Road, and Meadow Park Street.
- River Street is an east-west road contemplated between SH-44 and the Boise River that will connect Duff Lane and Emmett Road.
- A segment of River Street will be constructed across approximately 22 acres of vacant real property the city acquired in 2015 on the west side of Crane Creek Way between Mill Slough and Middleton Lakes Subdivision to preserve right-of-way.
- The City designated the 22 acres for recreation and named it Crane Creek Park.
- Idaho Power constructed a transmission line connecting the Willis and Lansing electric power substations, and removed trees in the easement area along the south side of Mill Slough along

the north boundary of Crane Creek Park, including some deciduous trees behind the Fallert and Shannon residences.

- The city said it would plant some two-inch caliper deciduous and evergreen trees, after an irrigation system is established to maintain the trees, on the south side of Mill Slough out of the Idaho Power transmission easement so Fallert and Shannon can see trees when looking out the back windows of their residences.
- The parties anticipate future discussions to continue the planned improvements discussed in this MOU.

LIMITATIONS:

Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either party to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests at their own expense. Neither party is or shall be required to provide indemnification of the other party.

EFFECTIVE DATE:

This MOU is non-binding and is only to memorialize discussion between the City, Fallert and Shannon regarding tree-planting issues.

METHOD OF TERMINATION:

This MOU is non-binding and is only to memorialize discussion between the City, Fallert and Shannon regarding tree-planting issues.

SIGNATURES:

City of Middleton

By: _____

Darin Taylor, Mayor

Date

By: _____

Janet Fallert

By: _____

Brenda Shannon

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this _____ of December 2019 by and between the City of Middleton (City), an Idaho municipality, and Nicholas E. Masterson and Desiree M. Masterson, husband and wife, residing at 10996 Willis Road, Middleton, Idaho (individually and collectively, Masterson).

I. PURPOSE:

The purpose of this MOU is to document the projects and plans that have been discussed to date between the City, Luna Property Trust LLC, and Masterson to support the groundwork laid between Mayor Darin Taylor, Luna Property Trust LLC and Masterson regarding the transportation needs of the City.

II. AUTHORITY:

This MOU is entered into pursuant to Idaho Code Section 50-301, 50-1330 and Sections 67-6508(i), 67-6609 and 67-6517, Idaho Code, and any other provisions of city or state law or rule directly pertaining to the memorandum.

III. RESPONSIBILITIES AND PROCEDURES:

The City and Masterson agree as follows:

- Middleton Road
 - Middleton Road is the only north-south road between Interstate 84 and Ada County, Idaho that crosses the Boise River.
 - Design is complete to align South Middleton Road with North Middleton Road.
- Willis Road
 - State Highway 44 (SH-44) is the only continuous east-west road through Middleton; the next closest is Purple Sage Road, two miles north of State Highway 44.
 - Willis Road is approximately one mile north of State Highway 44, but only extends from Old Highway 30 to approximately one-half mile east of Cemetery Road.
- The City is implementing transportation policies and maps in the City's comprehensive plan to relieve traffic congestion downtown on SH-44 by:

- Increasing north-south vehicle, bicycle and pedestrian routes through town along section- and quarter-section lines identified as Emmett Road, Hartley Lane, Cemetery Road, Middleton Road and Duff Lane; and
- Increasing the east-west vehicle, bicycle and pedestrian routes through town along section- and quarter-section lines identified as River Street, Ninth Street, Willis Road, and Meadow Park Street.
- The City acquired certain land between Middleton Road and Duff Lane so Willis Road can be constructed in cooperation with developers, as vacant land develops. The land is shown on record-of-survey, Instrument No. 2016-019449, records of Canyon County, Idaho, a true and correct copy of which is attached hereto as **Exhibit A (Willis Road Right-of-way)**.
- The City entered into a License Agreement To Use Public Road Right-of-way that allows Mastersons and others to use the Willis Road Right-of-way according to certain terms and conditions. A true and correct copy of the License Agreement, Instrument No. 2015-029869, records of Canyon County, Idaho, is attached as **Exhibit B (License Agreement)**.
- The City restricted use of the Willis Road Right-of-way pursuant to Section 2.2 of the License Agreement and, subsequently, Martin and Patricia Galvin obtained a court order requiring the City to allow their use of the Willis Road Right-of-way.
- The City executed a Declaration of Road Maintenance, Instrument No. 2016-045215, records of Canyon County, Idaho, a true and correct copy of which is attached hereto as **Exhibit C (Road Maintenance)**
- The parties anticipate future discussions and agreements to continue the planned improvements discussed in this MOU.
- Intersection control
 - Current transportation plans adopted by the City show roundabouts as intersection controls at section and quarter-section lines intersections throughout town, including Middleton Road intersection with Willis Road.
 - Masterson acknowledges that roundabouts are the City's preferred intersection-control type and Willis Road Right-of-way at the southwest corner of Masterson's residential real property includes land for a roundabout.
 - The City acknowledges that construction of all or a portion of Willis Road, or a roundabout at Middleton Road intersection with Willis Road, will be too close to their residential structure for them to continue residing in it and the city will buy it for the then fair-market value so Masterson can move.

- Increasing north-south vehicle, bicycle and pedestrian routes through town along section- and quarter-section lines identified as Emmett Road, Hartley Lane, Cemetery Road, Middleton Road and Duff Lane; and
- Increasing the east-west vehicle, bicycle and pedestrian routes through town along section- and quarter-section lines identified as River Street, Ninth Street, Willis Road, and Meadow Park Street.
- The City acquired certain land between Middleton Road and Duff Lane so Willis Road can be constructed in cooperation with developers, as vacant land develops. The land is shown on record-of-survey, Instrument No. 2016-019449, records of Canyon County, Idaho, a true and correct copy of which is attached hereto as **Exhibit A (Willis Road Right-of-way)**.
- The City entered into a License Agreement To Use Public Road Right-of-way that allows Mastersons and others to use the Willis Road Right-of-way according to certain terms and conditions. A true and correct copy of the License Agreement, Instrument No. 2015-029869, records of Canyon County, Idaho, is attached as **Exhibit B (License Agreement)**.
- The City restricted use of the Willis Road Right-of-way pursuant to Section 2.2 of the License Agreement and, subsequently, Martin and Patricia Galvin obtained a court order requiring the City to allow their use of the Willis Road Right-of-way.
- The City executed a Declaration of Road Maintenance, Instrument No. 2016-045215, records of Canyon County, Idaho, a true and correct copy of which is attached hereto as **Exhibit C (Road Maintenance)**
- The parties anticipate future discussions and agreements to continue the planned improvements discussed in this MOU.
- Intersection control
 - Current transportation plans adopted by the City show roundabouts as intersection controls at section and quarter-section lines intersections throughout town, including Middleton Road intersection with Willis Road.
 - Masterson acknowledges that roundabouts are the City's preferred intersection-control type and Willis Road Right-of-way at the southwest corner of Masterson's residential real property includes land for a roundabout.
 - The City acknowledges that construction of all or a portion of Willis Road, or a roundabout at Middleton Road intersection with Willis Road, will be too close to their residential structure for them to continue residing in it and the city will buy it for the then fair-market value so Masterson can move.

LIMITATIONS:

Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either party to expend any sum in excess of its respective appropriation. Each and every provision of this memorandum is subject to the laws and regulations of the state of Idaho.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests at their own expense. Neither party is or shall be required to provide indemnification of the other party.

EFFECTIVE DATE:

This MOU is non-binding and is only to memorialize discussion between the City and Masterson regarding transportation issues.

METHOD OF TERMINATION:

This MOU is non-binding and is only to memorialize discussion between the City and Masterson regarding transportation issues.

SIGNATURES:**City of Middleton****Masterson**

By: _____

Darin Taylor, Mayor

Date

By: _____

Nicholas E. Masterson

By: _____

Desiree M. Masterson

Date



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=8 EHOWELL NO FEE
AGR
MIDDLETON CITY OF

LICENSE AGREEMENT TO USE PUBLIC ROAD RIGHT-OF-WAY

THIS LICENSE AGREEMENT (Agreement) is made, entered into and effective this 3 day of August, 2015, by and between: Philip J. Allaire and Michele Allaire (also known as Michelle Allaire), husband and wife (Allaire), and Desiree M. Masterson and Nicholas E. Masterson, husband and wife (Masterson), the Allaires and Mastersons individually and collectively as Grantor, and the CITY OF MIDDLETON (City), a municipal corporation organized and existing under the laws of the State of Idaho (Grantee).

RECITALS

WHEREAS, the City owns the real property described in Exhibit A and Allaire owns the real property described in Exhibit B (Allaire Driveway and Service Road), and both exhibits are attached hereto and incorporated herein;

WHEREAS, Allaire intends to convey the real property described in Exhibit B to the City as public right-of-way for future Willis Road;

WHEREAS, the City prepared a record-of-survey that was filed for record in Canyon County, Idaho on May 7, 2015 as Instrument No. 2015-016524, and prepared legal descriptions of real properties belonging to Allaire and the Trust;

WHEREAS, Allaire loaded the Columbia 591 Red Top Bin, 15 feet high by 13 feet diameter metal silo belonging to the City at 24009 Cemetery Road, Middleton, Idaho, and delivered and set it up on the Allaire's real property at 24066 Middleton Road, Middleton, Idaho;

WHEREAS, the City prepared the record-of-survey and gave the silo to Allaire in exchange for Allaire conveying to the City the real property described in Exhibit B;

WHEREAS, until construction of Willis Road is commenced on the real properties described in Exhibits A and B, the parties desire to enter this License Agreement to ensure: 1) the City, Allaire and Masterson have exclusive use of the Allaire Driveway and Service Road; 2) Allaire and Masterson construct and maintain a gate at the west boundary of the Allaire

Driveway and Service Road; and 3) the City install and maintain a barrier at the east boundary of the Allaire Driveway and Service Road;

WHEREAS, the parties desire to deem that construction of Willis Road has commenced on the date of the preconstruction meeting of contractors hired to construct Willis Road in the Allaire Driveway and Service Road; and

WHEREAS, the parties intend for the City to sign this License Agreement simultaneously with Allaire signing a deed conveying the right-of-way described in Exhibit B to the City.

NOW THEREFORE, in consideration of the promises and mutual benefits, representations, covenants, and agreements hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. GRANT OF LICENSE

The City hereby grants to Allaire and Masterson a non-exclusive license for use of the Allaire Driveway and Service Road exclusively by the City, Allaire and Masterson: 1) for ingress and egress to the Allaire and Masterson real properties abutting the north boundary of the properties described in Exhibits A and B, attached hereto and incorporated herein; 2) for Allaire and Masterson to construct and maintain a gate at the west boundary of the Allaire Driveway and Service Road in a location approved by the City; 3) for Allaire and Masterson domestic water wells, irrigation and fencing structures now in the Allaire Driveway and Service Road; and, if desired, 4) for Allaire and Masterson to construct and maintain a fence along the south boundary of the Allaire Driveway and Service Road.

ARTICLE 2. TERMS AND CONDITIONS

Section 2.1 The City agrees to install and maintain a barrier at the east boundary of the Allaire Driveway and Service Road.

Section 2.2 The City shall not approve a license agreement or permit others to use the properties described in Exhibits A and B in a way that interferes with this License Agreement.

Section 2.3 The City, Allaire and Masterson agree to cooperate in enforcing the parties' exclusive use of the Allaire Driveway and Service Road.

Section 2.4 Allaire and Masterson agree to indemnify and hold harmless the City from all demands, expenses, losses, claims, actions or judgments for damages or injury to persons or property caused or incurred by the actions or omissions of Allaire and Masterson or their agents.

Section 2.5 The City agrees to indemnify and hold harmless Allaire and Masterson from all demands, expenses, losses, claims, actions or judgments for damages or injury to

persons or property caused or incurred by the actions or omissions of the City and its employees or agents.

Section 2.6 This License Agreement is effective from the date first written above and shall continue until: 1) Allaire and Masterson no longer owns property abutting the north boundary of the property described in Exhibits A and B, or 2) the City's pre-construction meeting for Willis Road, or 3) the parties agree to terminate this License Agreement, or 4) the City revokes this License Agreement after notice and hearing is given to all parties, and after finding good cause.

Section 2.7 When construction of Willis Road on the Allaire Driveway and Service Road to City standards commences, then the City at its expense, and without any liability to Allaire and Masterson, shall remove improvements and obstructions installed by Allaire and Masterson on the property described in Exhibits A and B. The parties agree that Willis Road construction is commenced for the purpose of this License Agreement on the date of the preconstruction meeting of contractors hired to construct Willis Road in the Allaire Driveway and Service Road.

ARTICLE 3. SEVERABILITY.

The provisions of this License Agreement are hereby declared separable and if any section, clause or phrase is hereafter declared invalid or unconstitutional, the same shall not affect the validity of the remaining provisions of this Agreement.

ARTICLE 4. GENERAL PROVISIONS:

Section 4.1 Amendments. Amendments to this agreement must be in writing and executed by the parties.

Section 4.2 Governing Law. This Agreement shall be governed by and subject to the laws of the State of Idaho.

Section 4.3 Attorney's Fees. If any legal action or other proceeding is taken to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in that action or proceeding, in addition to any other relief to which a party may be entitled.

Section 4.4 Notices. All notices given as a result of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid, at the following address or to such other address as may be designated by writing delivered to the other party:

Philip and Michele Allaire
24066 Middleton Road
Middleton, Idaho 83644

Nicholas and Desiree Masterson
24034 N. Middleton Road
Middleton, Idaho 83644

City of Middleton
P.O. Box 487
Middleton, Idaho, 83644

Section 4.5 Captions. The paragraph headings in this Agreement are included for purposes of convenience only and shall not affect the interpretation of any provisions.

Section 4.6 Counterparts. This Agreement may be executed by the parties in counterparts, and each such counterpart shall be deemed an "original."

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

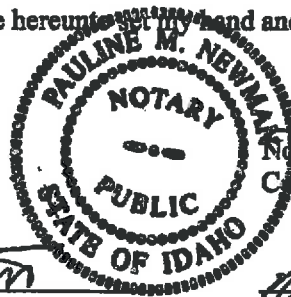

Philip J. Allaire



Michele Allaire

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 3rd day of August, in the year 2015, before me the undersigned, a notary public in and for the State of Idaho, personally appeared Philip J. Allaire and Michele Allaire, known or identified to me, to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they signed the same.

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




Notary Public for Idaho
Commission Expires: 12/5/2019


Desiree M. Masterson


Nicholas E. Masterson

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 3rd day of August, in the year 2015, before me the undersigned, a notary public in and for the State of Idaho, personally appeared Desiree M. Masterson and Nicholas E. Masterson, husband and wife, known or identified to me, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they signed the same.

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



Pauline Newman
Notary Public for Idaho
Commission Expires: 12/5/2019

CITY OF MIDDLETON

Darin Taylor
By: Darin Taylor, Mayor

ATTEST: Pauline Newman
Pauline Newman, City Clerk

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 3rd day of August, 2015, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Darin J. Taylor, Mayor of the City of Middleton, known to me or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, and was authorized to do so for an on behalf of said City.

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



Pauline Newman
Notary Public for Idaho
Commission Expires: 12/5/2019

Exhibit A



Unlimited Boundaries, Inc. dba ALS
LAND SURVEYING & PLANNING

1105 W. Main St.
Middleton, Idaho 83644
208-585-5858 (p) 208-585-9001 (f)

**DESCRIPTION FOR
RIGHT OF WAY CONVEYANCE
BETWEEN LUNA PROPERTY TRUST, LLC
&
THE CITY OF MIDDLETON**

The following describes a parcel of real property situate within the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4SW1/4) of Section 32, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

BEGINNING at the southwest corner of said Section 32; thence, along the westerly boundary line of said Section 32, North 00°09'14" West, 659.72 feet to the northwest corner of said SW1/4SW1/4SW1/4;

Thence, along the northerly boundary line of said SW1/4SW1/4SW1/4, North 89°51'42" East, 50.00 feet;

Thence, parallel with said westerly boundary line, South 00°09'14" East, 554.22 feet;

Thence, South 28°38'44" East, 74.47 feet;

Thence, parallel with the southerly boundary line of said Section 32, North 89°50'33" East, 574.06 feet;

Thence, South 00°07'57" East, 40.00 feet to the southerly boundary line of said Section 32, from which the southeast corner of SW1/4SW1/4, bears, North 89°50'33" East, 659.59 feet;

Thence, along the southerly boundary line of said Section 32, South 89°50'33" West, 659.59 feet to the **POINT OF BEGINNING**, comprising 1.344 acres more or less and subject to any easements or reservations.

The basis of bearing for the above described parcel is North 00°09'14" West, between found monuments at the southwest corner of said Section 32 and the South 1/16th corner of said Section 32 and Section 31, as shown on Record of Survey, Instrument Number 200220077 and Record of Survey, Instrument Number 2012003538.



COMPASS LAND SURVEYING, P.L.L.C.

419 Madrone Cir.
Nampa, Idaho 83686

Telephone: (208) 442-0115
Fax: (208) 327-2108
Email: rgray.cls@gmail.com

Client: City of Middleton
Date: July 27, 2015
Job No.: 2115

WILLIS ROAD 50 FOOT RIGHT OF WAY DESCRIPTION

A 50.00 foot wide strip of land being a portion of the SW 1/4 SW 1/4 of Section 32, Township 5 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at a found 3 inch diameter illegible aluminum disk marking the SW corner of said SW 1/4 SW 1/4, (section corner common to sections 31 and 32 of Township 5 North, Range 2 West, and sections 5 and 6 of Township 4 North, Range 2 West), said corner bears S. 00° 08' 41" E., a distance of 2639.82 feet from a found 3 inch diameter brass disk stamped "LS 687 9/15/80" marking the NW corner of said SW 1/4, (West 1/4 corner);

Thence along the southerly boundary of said SW 1/4 SW 1/4, N. 89° 50' 53" E., a distance of 659.59 feet to a found 5/8 inch diameter iron pin stamped "Sullivan PLS 13446" marking the *POINT OF BEGINNING*;

Thence continuing along the southerly boundary of said SW 1/4 SW 1/4, N. 89° 50' 53" E., a distance of 659.59 feet to a found 5/8 inch diameter iron pin stamped "Sullivan PLS 13446" marking the SE corner of said SW 1/4 SW 1/4, (W 1/16 corner common to section 32 Township 5 North, Range 2 West, and section 5 Township 4 North, Range 2 West);

Thence along the easterly boundary of said SW 1/4 SW 1/4, N. 00° 06' 39" W., a distance of 50.00 feet to a point;

Thence parallel with the southerly boundary of said SW 1/4 SW 1/4, S. 89° 50' 53" W., a distance of 659.61 feet to a point;

Thence S. 00° 07' 57" E., a distance of 50.00 feet to the *POINT OF BEGINNING*.

This parcel contains 32,979 square feet or 0.75 acres more or less.



Exhibit B

2016-045215

RECORDED

11/01/2016 09:51 AM



00263403201600462150020027

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 EHOWELL

NO FEE

MISC

CITY OF MIDDLETON

DECLARATION OF ROAD MAINTENANCE

This Declaration of Road Maintenance is made and effective on November 1, 2016, by the City of Middleton, an Idaho municipality at P.O. Box 487, Middleton, Idaho 83644 (City).

RECITAL

WHEREAS, the City owns real property shown on that certain survey in the records of Canyon County, Idaho filed as Instrument No. 2015-050683, and described in Exhibit A attached hereto and incorporated herein (Property); and an improved but unpaved road is on a portion of the Property (Road) that provides access Middleton Road.

NOW, THEREFORE,

1. The Recitals are incorporated here as if restated in full.
2. The Road was improved to Canyon County private-road standards.
3. The City, at its sole cost and expense, will maintain the unpaved portion of the Road.
4. Use of the Road is restricted to ingress/egress to residential properties abutting the Road until Willis Road is constructed to City standards.
5. Repetitive driving or parking heavy equipment or a tractor-trailer on the Road is prohibited
6. If an individual substantially damages the Road, then the City will seek restitution.
7. Obstructing all or a portion of the Road is prohibited.

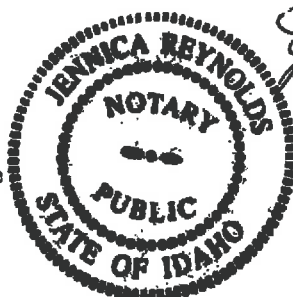
CITY OF MIDDLETON



By: Darin Taylor, Mayor

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 1 day of November, 2016, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Darin J. Taylor, Mayor of the City of Middleton, known to me or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, and was authorized to do so for an on behalf of said City.

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




Notary Public for Idaho
Commission Expires: 6/10/2019

'EXHIBIT C'

COMPASS LAND SURVEYING, P.L.L.C.

419 Madrone Cir.
Nampa, Idaho 83686

Telephone: (208) 442-0115
Fax: (208) 327-2106
Email: rgray.cls@gmail.com

Client: City of Middleton
Date: April 29, 2016
Job No.: 2115

Strip of Land

A variable width strip of land for future Willis Road, being all of that certain Warranty Deed recorded as Instrument No. 2015-029870, also and together with that certain Gift and Acceptance Warranty Deed Instrument No. 2015-003925, all located in the SW 1/4 SW 1/4 of Section 32, Township 5 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

Commencing at a found 3 inch diameter illegible aluminum disk marking the SW corner of said SW 1/4 SW 1/4, (section corner common to sections 31 and 32 of Township 5 North, Range 2 West, and sections 5 and 6 of Township 4 North, Range 2 West), said corner bears S. 00° 08' 41" E., a distance of 2639.82 feet from a found 3 inch diameter brass disk stamped "LS 687 9/15/80" marking the NW corner of said SW 1/4, (West 1/4 corner);

Thence along the southerly boundary of said SW 1/4 SW 1/4, N. 89° 50' 53" E., a distance of 50.00 feet to a point marking the easterly right of way of Middleton Road, said point being the TRUE POINT OF BEGINNING;

Thence continuing along the southerly boundary of said SW 1/4 SW 1/4, N. 89° 50' 53" E., a distance of 1269.18 feet to a found 5/8 inch diameter iron pin stamped "Sullivan PLS 13446" marking the SE corner of said SW 1/4 SW 1/4, (W 1/16 corner common to section 32 Township 5 North, Range 2 West, and section 5 Township 4 North, Range 2 West);

Thence along the easterly boundary of said SW 1/4 SW 1/4, N. 00° 06' 39" W., a distance of 50.00 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 11574";

Thence along a line that is 50.00 feet north and parallel with the southerly boundary of said SW 1/4 SW 1/4, S. 89° 50' 53" W., a distance of 659.61 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 11574";

Thence S. 00° 07' 57" E., a distance of 10.00 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 7732";

Thence along a line that is 40.00 feet north and parallel with the southerly boundary of said SW 1/4 SW 1/4, S. 89° 50' 53" W., a distance of 574.10 feet to a point;

Thence N. 28° 37' 37" W., a distance of 74.47 feet to a point marking the easterly right of way of said Middleton Road;

Thence along said easterly right of way, S. 00° 09' 14" E., a distance of 105.47 feet to the TRUE POINT OF BEGINNING.

This parcel contains 58,525 square feet or 1.34 acres more or less.

Quote

ADDRESS

Middleton City
1103 West Main Street
Middleton, ID 83644
Darin Taylor, Mayor
208-697-4354
dtaylor@middletoncny.com

QUOTE # 1227**DATE 10/22/2019****EXPIRATION DATE 12/31/2019**

ITEM	DESCRIPTION	QTY	AMOUNT
1001 Play Structure	Loop Gravity Rail, Deck, Bar Wall, Vertical Ladder	1	20,500.00
1001 Play Structure	Astro with Floor	1	27,055.00
1012 Freestanding Play	Ten Spin	1	3,530.00
2002 Installation	Installation of Gravity Rail, Astro with Floor, and Ten Spin	1	12,800.00

Prices include freight, but do NOT include surfacing. This quote is based on current information about the project requirements. Actual cost may change once project elements are finalized. You will be notified of any changes in cost prior to them being incurred.

TOTAL**\$63,885.00**

Please review and send approved quote to
angela@garrettandcompany.com

Accepted By**Accepted Date**

