



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday, July 17, 2019
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

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

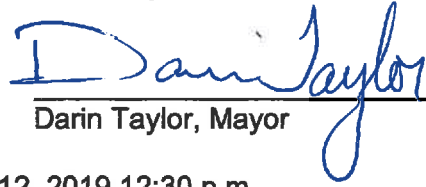
Action Items

1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Council's July 3, 2019 meeting.
 - b) Consider ratifying July 5, 2019 payroll in an amount of \$70,827.92 and approving accounts payable thru July 16, 2019 in the amount of \$232,196.61.
2. **Continued Public Hearing.** Consider adopting Ordinance No. 619 amending Middleton City Code Titles 1, 4, 7, 8 and 10 (third reading).
3. **Continued Public Hearing:** Consider adopting Ordinance No. 620 amending Title 5 of the Middleton City Code (third reading).
4. Consider entering into a Cooperative Agreement with Canyon Highway District No. 4 for an area-wide traffic impact study for the purpose of accurately stating the cumulative effects and prorate share of development impacts at collector and arterial road intersections in the Middleton area of city impact.
5. Consider entering into a State and Local Agreement to accept approximately \$278,760 grant funds under certain terms to design and construct a roundabout at the intersection of Cornell St. and N. Middleton Rd. in during Fiscal Year 2020.
6. **Public Hearing:** A \$22,000 minimum bid price at public auction to sell Davis Park, consisting of 7,504 square feet with pressure irrigation, lawn, small shed with roll-up door on concrete pad, small shelter on concrete pad, and chain-link fence along the west boundary. The land does not have vehicle access because it is located at the southwest corner of State Highway 44 and S. Middleton Road. Building and floodplain setbacks prohibit permanent structures on-site.
7. Consider approving a preliminary plat for Crescent Lake Subdivision.
8. Consider approving Supplemental Engineering Services No. 1 with Precision Engineering for intersection design at Hartley Ln. and State Highway 44 in an amount not to exceed \$146,000.
9. Consider approving a tentative Fiscal Year 2020 budget to publish according to law prior to the City Council's August 7, 2019 public hearing to consider adopting an annual appropriations ordinance.
10. Consider approving capital improvements plans for the purpose of entering into intergovernmental agreements with the Middleton Rural Fire District, and separately with Greater Middleton Parks and Recreation District, collect development impact fees from new residential and nonresidential construction in Middleton city limits and distribute those funds to the respective districts to spend on improvements identified in the respective capital improvements plans.
11. Consider approving Resolution No. 425-19 to collect impact fees for Middleton Rural Fire District and for Greater Middleton Parks and Recreation District.

Information

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Darin Taylor, Mayor

Date: July 12, 2019 12:30 p.m.

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

**MIDDLETON CITY COUNCIL
JULY 3, 2019**

The Middleton City Council meeting on July 3, 2019 was called-to-order at 6:30 p.m. by Council President Kiser, who introduced City Administrator Becky Crofts and City Treasurer Wendy Miles.

Roll Call: Council Members Carrie Huggins, Jeff Garner and Council President Rob Kiser, 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 June 19, 2019 regular meeting.**
 - b) **Consider approving June 21, 2019 payroll in an amount of \$90,462.07 and accounts payable thru July 2**

Council President Kiser called and introduced the agenda items.

Motion: Motion by Council Member Huggins to approve consent agenda items a and b was seconded by Council Member Garner and carried unanimously.

2. **Continued Public Hearing. Consider adopting Ordinance No. 619 amending Middleton City Code Titles 1, 4, 7, 8 and 10 (third reading).**

Council President Kiser called the agenda item, opened the public hearing at 6:38 p.m., introduced the item, and asked if anyone in the audience would like to speak to this item: none.

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

Motion: Motion by Council Member Garner to table Ordinance No. 619 to the next regularly-scheduled meeting was seconded by Council Member Huggins and carried unanimously.

3. **Continued Public Hearing: Consider adopting Ordinance No. 620 amending Title 5 of the Middleton City Code (second reading).**

Council President Kiser called the agenda item, opened the public hearing at 6:42 p.m., introduced the item, and asked if anyone in the audience would like to speak to this item: none.

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

Motion: Motion by Council Member Higgins to read Ordinance No. 620 for the second reading by title only was seconded by Council Member Garner carried unanimously. Council President Kiser read the ordinance by title only.

4. **Consider confirming Mayor's appointment of Bill Deaver to the Planning and Zoning Commission starting October 7, 2019 for a three-year term. City code requires an individual to reside in Canyon County, Idaho at least 24 months before serving on the Commission.**

Council President Kiser called and introduced the agenda item. Mr. Deaver then introduced himself to the Council. Council President Kiser then asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council Member Garner to confirm the Mayor's appointment of Bill Deaver to the Planning and Zoning Commission starting October 7, 2019 was seconded by Council Member Huggins and carried unanimously.

Information

Rhonda Joebert from Valley Regional Transit (VRT) presented information about the VRT Fiscal Year 2020 assessment and service contribution requested from the City of Middleton.

City Administrator Becky Crofts and City Treasure Wendy Miles summarized of the draft Fiscal Year 2020 tentative budget including project list by department budget.

Public Comments, Mayor and Council Comments: none.

Adjourn: Council President Kiser adjourned the meeting at 8:25 p.m.

ATTEST:

Darin Taylor, Mayor

Dawn M. Dalton, Deputy Clerk
Minutes Approved: July 17, 2019

ORDINANCE NO. 619

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AMENDING TITLES 1, 4, 7, 8 AND 10 OF THE MIDDLETON CITY CODE, UPDATING THE GENERAL DEFINITIONS; CLARIFYING MEETING TIMES, JOB TITLES AND UNAPPOINTMENTS; UPDATING STANDARDS FOR PHASE DEVELOPMENTS; CLARIFYING EXEMPTIONS TO AND WAIVERS OF STANDARDS; UPDATING SPECIAL USE PERMIT REGULATIONS; MODIFYING FENCE STANDARDS; UPDATING AND MODIFYING NUISANCES; MODIFYING DISORDERLY CONDUCT AND ADDING DISORDERLY CONDUCT AND FIREARMS, WEAPONS AS NUISANCES; MAKING OTHER MINOR MODIFICATIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Middleton, Idaho, seeks to streamline its administrative code;

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

Section 1: Certain definitions found in Middleton City Code Title 1, Chapter 3 DEFINITIONS shall be amended as follows:

HOME OCCUPATION: Any business, profession, occupation or trade conducted for gain or support within a residential building, or upon a lot if agriculturally related, which is incidental and secondary to the use of such a building for dwelling purposes and which does not change the residential character of the dwelling.

GRAFFITI: Graffiti is not public art. Graffiti is any unauthorized inscription, word, painting, sign, figure, design, or other drawings which are written, scrawled, printed, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of a building, wall, sidewalk, road, sign, phone pole, any permanent or temporary structure, or any other exterior surface on public or private property by any graffiti implement or other device, ~~to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization, is otherwise considered a public nuisance.~~

SIGNS: Mobile Sign: A sign able to move or be moved freely or easily on a vehicle/trailer with wheels, being displayed with on- or off-site messages.

Section 2: Section 3 of Middleton City Code Title 1, Chapter 5 ELECTED AND APPOINTED OFFICERS; BOARDS AND COMMISSIONS shall be amended as follows:

1-5-3 The Council shall hold regular meetings on the first and third Wednesday of each month. Each meeting shall be held in the building located at 6 North Dewey Avenue and commence at six thirty o'clock (6:30) P.M., unless otherwise approved by the Council. If the first or third Wednesday shall fall on a holiday, the meeting shall be held the evening following at the same

time. The Mayor or one-half (1/2) plus one of the membership of the Council may call special meetings as provided in Idaho Code section 74-204(2). All regular and special meetings shall comply with Idaho Code section 74-201 et seq., regarding open meetings.

Section 3: Section 4 of Middleton City Code Title 1, Chapter 5 ELECTED AND APPOINTED OFFICERS; BOARDS AND COMMISSIONS shall be amended as follows:

I. Office City Administrator: The mayor, with the consent of city council, may appoint an ~~office~~ city administrator, who shall perform such general oversight, supervisory, human resource and other duties as assigned by the mayor.

J. Terms Of Office, Unappointment: The above referenced appointive officials, and any other officials duly appointed by the mayor and city council, shall serve until removed from appointment by the procedures identified in Idaho Code 50-206.

Section 4: Section 5 of Middleton City Code Title 1, Chapter 14 ADMINISTRATIVE PROCEDURES shall be amended as follows:

E. Phase Developments: Application for final plat approvals shall be submitted in consecutive order following the phases on the approved preliminary plat, if any, and in intervals of not more than two (2) years. The City shall not accept an application for a final plat until after the City has issued a notice of completion to the subdivider that infrastructure has been constructed for that phase. The subdivider shall follow the "Idaho Standards for Public Works Construction" and the Middleton supplement to the "Idaho Standards for Public Works Construction" in effect at the time the final plat application is accepted by the City. If phase lines, numbers and/or development data change during development, the subdivider shall obtain City approval of an amended preliminary plat prior to filing an application for final plat.

Section 5: Middleton City Code Title 1, Chapter 15, Section 2 EXCEPTIONS OR WAIVERS OF STANDARDS shall be amended as follows:

A. Exceptions or waivers of standards, other than land uses according to Title 5, Chapter 4, Table 1 of this code, may be approved through one of the following public hearing processes:

1. Special use permit,
2. Development agreement accompanying a rezone application,
3. Variance,
4. Condition of approval as part of a land use application, or
5. ~~Condition of approval on~~ Approval of a preliminary plat, with or without conditions.

Section 6: Middleton City Code Title 1, Chapter 15, Section 7 SPECIAL USE PERMITS shall be amended as follows:

A. Description And Purpose:

~~12.~~ Certain types of uses possess unique and special characteristics which require special consideration prior to their being permitted in a particular district. A special use permit may be granted to an applicant if the proposed use is allowed by a special use permit under the land use schedule in section 5-4-1, Table table 1 of this Code.

~~2. The reason for special consideration involves, among other things, the size of the area required for the full development of such use, the nature of traffic incidental to operation of the use, the effect such use has on any adjoining land uses and the effect such use has on the growth and development of the community as a whole.~~

~~31.~~ The purpose of review shall be to determine that the characteristics of any such use shall not be unreasonable or incompatible with the type of uses permitted in the area. Nothing construed herein shall be deemed to require the commission to grant a special use permit.

~~43.~~ No building permit shall be issued when a special use permit is required by the terms of this chapter, unless a special use permit has been previously granted by the City and then only in accordance with the terms and conditions of the special use permit.

~~54.~~ No special use permit shall be transferable from one property to another. In the event the property changes hands, the new owner, if he or she desires to continue the special use, shall appear before the commission for review. Said continuance use shall be subject to the same terms and conditions of the permit.

~~65.~~ Prior to granting a special use permit, studies may be required of the social, economic, fiscal and environmental effects of the proposed special use.

~~76.~~ The granting of a special use permit shall not be considered as establishing a binding precedent to grant other special use permits.

B. Procedures: The commission shall conduct at least one public hearing on the application.

C. Action By Commission: After notice and hearing, the commission may approve, conditionally approve or deny a special use permit application. Whenever the commission approves or denies a permit, it shall specify in writing: 1) the ordinance and standards used in evaluating the application (city code, Idaho Standards for Public Works Construction and Middleton Supplement to the Idaho Standards for Public Works Construction); 2) the reasons for approval or denial; and 3) if denied, the actions, if any, that the applicant can take to obtain approval. The commission shall make a decision within thirty (30) days of the conclusion of the public hearing.

D. Conditions: Upon granting a special use permit, conditions may be attached to:

1. Minimize adverse impact on other development (~~special yards or spaces, fences, parking, traffic flow, etc. and walls~~).
2. Control the sequence and timing.
3. Control duration of the use.
4. Assure that development is maintained properly.
5. Designate the location and nature of development, including signs.
6. Require the provision for on site or off site public facilities or services.
7. Require more restrictive standards than those generally required in an ordinance (surfacing of parking areas to City specifications, regulation of points of vehicular ingress and egress, landscaping and maintenance, regulation of noise, vibration, odors or other similar nuisances).
8. Specify the period of time for which a permit is issued and conditions which, if not followed, will bring about revocation of the special use permit.
9. Require mitigation of effects of the proposed use upon service delivery by any political subdivision, including school districts, providing services within the planning area of Middleton.

Section 7: Middleton City Code Title 4, Chapter 4 FENCES is hereby amended to read as follows:

4-4-1: FENCES, WALLS, BERMS, HEDGES:

- A. Residential: Fences, walls, berms, and hedges are allowed and shall not exceed a height of six feet (6') and shall not obstruct the vision triangle. Front setbacks for a six foot (6') fence shall be the same as the setbacks for buildings. The side-street setback for a six foot (6') fence shall be ten feet (10'). A three foot (3') high privacy fence or four foot (4') high chainlink or other see through type fence shall be allowed in the front and side street setback.
- B. Prohibited: Electric fences and barbed wire fences are prohibited within the corporate limits of the City, except when containing animals or in an industrial zone.
- C. Commercial And Industrial Zones:
 1. Fences, walls, berms and hedges, shall not exceed eight feet (8') in height and shall not obstruct the vision triangle.
 2. Security fences in industrial zones: When a barbed wire top section is desired, the eight foot (8') maximum height limitation may be extended by up to thirty inches (30") solely and exclusively by the barbed wire security top section. Barbed wire, six (6) horizontal strands maximum, is permitted in industrial zones when used as the top section for

security fences and shall be a minimum of seventy two inches (72") above grade. Concertina wire may be permitted in industrial zones when used as the top section for security fences subject to approval of the City and shall be a minimum of eighty four inches (84") above grade.

3. No fence or wall shall be constructed or installed in a commercial or industrial zone without a fence permit. A nonrefundable fee as established by resolution of the City Council shall be paid at the time the permit is requested, after the City has issued a design review permit for the fence.

4. Commercial, industrial, mixed use and multi-family parking, outdoor storage, loading and unloading zones and garbage/recycling areas shall be effectively screened on any side adjoining property in a residential zone by a wall, fence or hedge to a height of six feet (6') except for the front yard setback area of the adjoining residential property, in which case the maximum height shall be three feet (3').

D. Sidewalk Areas: No fence shall be permitted in the sidewalk area or in a location that will impair the construction or use of sidewalks.

~~E. Residential Subdivisions: Developers of residential subdivisions shall install a six foot (6') fence along the perimeter of each phase of the subdivision by the time the City signs the final plat for that phase.~~

4-4-2: YARD FENCING:

All fences constructed within the City shall comply with the specifications set forth on the following diagrams:

[DIAGRAMS REMAIN UNCHANGED]

Section 8: Middleton City Code Title 7, Chapter 2, Sections 10 and 11 are hereby amended as follows and relocated to Title 8, Chapter 1 and renumbered as Sections 19 and 20.

~~7-2-108-1-19:~~ ILLICIT PROHIBITED DISCHARGES:

A. Drain Water Prohibited: It shall be unlawful for any person to discharge irrigation water or roof or surface drain water or ground drainage into the sanitary sewer system.

B. Objectionable Waste Prohibited: It shall be unlawful for any person to place or deposit in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any wastewater, human or animal excrement, garbage or other objectionable waste.

C. Discharge Of Sewage To Natural Outlet: It shall be unlawful to discharge to any natural outlet or drop inlet within the City, or in any area under the jurisdiction of the City, any wastewater ~~sewage~~ or other polluted waters.

7-2-118-1-20: IMPROPER USE OF SYSTEM:

- A. Entrance to the manhole or opening the same for any purpose whatsoever, except by the City or other persons duly authorized, is strictly prohibited. No one shall throw or deposit or cause to be thrown or deposited in any vessel or receptacle connected with the public sewer, garbage, hair, ashes, fruit, vegetables, peelings, refuse, rags, sticks, cinders or any other matter or thing whatever, except human excrement, urine, the necessary paper products, household sewage and drainage of such character.
- B. It shall be unlawful for unauthorized persons to loiter, trespass, swim, trap, hunt, fish, boat, ice skate or skip rocks in, on or around the City sewer lagoon.

Section 9: Middleton City Code Title 8 Chapter 1 NUISANCES is hereby amended to read as follows:

8-1-6: Graffiti

A. Prohibited Acts:

1. Defacement: It is unlawful for any person to deface or place or put, by any means, graffiti on any exterior surface. ~~without the permission of the owner of the premises on which the surface is located.~~ Design review approval is required prior to display of any public art. The City does not deem graffiti to be public art.
2. Possession Of Graffiti Implements: It shall be unlawful for any person to possess any graffiti implement while in or upon any public facility or while in or within fifty feet (50') of an underpass, bridge abutment, storm drain, or similar types of infrastructure unless otherwise authorized by the City.

8-1-9: VAGRANCY: It shall be unlawful for any person to be a vagrant. Residents shall reside in a house, duplex, triplex, apartment, condominium, townhouse, ~~or mobile~~ or manufactured home certified by the United States Department of Housing and Urban Development (HUD) or International Residential Code adopted in section 4-1-2 of this Code. Residents shall not reside in a storage unit, accessory structure, camper, trailer, RV, bus or other vehicle, tent, tepee, igloo, box, sleeping bag, or other shelter.

8-1-21 Public Swales: It shall be unlawful to drive through, stack or pile material in, fill-in, modify or otherwise damage swales that were engineered for stormwater treatment purposes.

Section 10: Middleton City Code Title 10 Chapter 2 Section 1 is hereby amended as follows,

- A. ~~Offensive Conduct~~ Disorderly Conduct: Every person shall be guilty of disorderly conduct when he or she: ~~Any person who~~ exhibits violent, noisy, riotous, or ~~who uses~~ any profane, abusive or obscene language, or in any way commits a breach of the

peace, or does anything that shall be offensive to the senses or dangerous to the peace of the inhabitants of the city-or,

~~B. Acts of Disorderly Conduct: Every person shall be guilty of disorderly conduct when he or she:~~

1. After being verbally warned once by the presiding member of the governing body, engages in or solicits anyone to engage in disorderly, disruptive, chaotic, lewd or dissolute speech or conduct, speech or behavior in any public meeting, public place or in any place open to the public or exposed to public view or viewing. For example: continued or repetitious speaking without being recognized by the individual conducting a meeting; talking or directing comments to the audience instead of the governing body; blurting; yelling; interrupting or talking over the individual conducting; talking while someone recognized to speak is speaking; without first being recognized, engaging in dialogue with someone recognized to speak; talking louder than the person recognized to speak, or arguing with someone recognized to speak.

B. Violators of this section shall be guilty of a misdemeanor, which shall be punished in accordance with section 1-4-1 of this code.

Section 11: Title 10, Chapter 2, Section 2 FIREARMS, WEAPONS is hereby amended to read as follows:

C. Violators of this section shall be guilty of a misdemeanor, which shall be punished in accordance with section 1-4-1 of this code.

Section 12: Middleton City Code Title 10, Chapter 2, Section 1 DISORDERLY CONDUCT and Section 2 FIREARMS, WEAPONS are hereby relocated to Title 8, Chapter 1 and renumbered respectively as Sections 22 and 23.

Section 13: Middleton City Code Title 8 Chapter 1 NUISANCES is hereby amended to read as follows:

8-1-1924: PENALTIES:

A. Criminal Penalties: Nuisances are infractions and shall be punished in accordance with section 1-4-2 of this Code; however, graffiti offenses shall be punished as a misdemeanor on the second and subsequent infractions.

B. Civil Remedies: All nuisances identified in this chapter are abatable. In addition to any other penalties described herein, the City may also take civil action to obtain an order mandating the abatement of such nuisances and ongoing maintenance of such property free from nuisance and/or to recover any and all costs of enforcement, collection, litigation and/or prosecution including, but not limited to, attorney fees and court costs. (Ord. 587, 1-18-2017)

Section 14: This ordinance, or a summary thereof as provided by Idaho Code section 50-901A,

shall be published in one (1) issue of the official newspaper of the City of Middleton, Idaho, and shall take effect immediately upon its passage, approval and publication.

Dated this ____ day of July, 2019.

CITY OF MIDDLETON
Canyon County, Idaho

Darin Taylor, Mayor

ATTEST:

Dawn A Dalton
Deputy City Clerk

ORDINANCE NO. 620

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AMENDING TITLE 5 OF THE MIDDLETON CITY CODE; UPDATING THE GENERAL ZONING PROVISIONS, MODIFYING AND UPDATING THE USES AND NOTES IN THE LAND USE, SETBACK AND AREA TABLES; UPDATING PRELIMINARY AND FINAL PLAT REQUIREMENTS; UPDATING DESIGN AND DEVELOPMENT STANDARDS; UPDATING REQUIRED ROAD AND UTILITY IMPROVEMENTS; DELETING STANDARDS FOR MOBILE HOME PARKS; MAKING OTHER MINOR MODIFICATIONS AND PROVIDING AN EFFECTIVE DATE.

RECITALS

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

....

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

Section 1: Tables 1 and 2 of Title 5, Chapter 4, Section 1 LAND USE, SETBACK AND AREA TABLES of the Middleton City code shall be amended as follows:

The regulations in the following tables shall apply to zoning districts.

TABLE 1
LAND USE SCHEDULE

A = Allowed uses	CS = Conditional <u>Special</u> uses
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Use ^{1,2}	A-R	C-1	C-2	C-3	M-1	M-2	R-1	R-2	R-3	RRR	TOD	M-F	M-U
Cement/clay products manufacturing				<u>S</u>	A	A							
Concrete batch plant						<u>AS</u>							
Mini-warehouse storage		<u>S</u>	A	A	A	A							S
<u>Nursery, vegetation</u>	A ⁷												
Retail stores and services	A ⁷	A	A	A	A	A				A	A		A

Notes:

1. Accessory uses are permitted if constructed either at the same time or subsequent to the main building; they are prohibited from being constructed before the main building.
2. If a specific use is not found in this table, the Planning and Zoning Administrator may determine a similar use that is listed and those appropriate district regulations shall apply.
3. Agriculture or horticulture, including the raising of fowl, poultry and animals, except hogs, billygoats and roosters, not exceeding a total of 4 on any lot or acre. Further provided that no horse, cow, emu or usual large farm animal shall be maintained on any lot which is less than ½ one-half acre; and providing that buildings and enclosures housing such large farm animals shall be not less than 30 feet from any property line; and at least 50 feet from all residential structures.
4. Residences constructed on a ~~2 two-acre or larger surface irrigated~~ lot may use individual domestic well and septic systems unless the public water and/or sanitary system is within 1,000 feet of the property. Residences on a ~~lot without surface irrigation or a lot less than 2 two acres~~ are required to connect to the City's domestic water and sanitary sewer systems.
5. Second dwelling units are allowed on lots having a minimum 14,000 square feet and where utilities are connected through the primary residence, the second unit is detached from the main dwelling unit, and uses the same driveway approach and address as the main dwelling unit and does not exceed ~~600~~1,000 square feet.
6. See ~~table 2 of this section, notes 9 and 10.~~ Section 5-4-11-2 A. of this Code.
7. Allowed only if solely agricultural products or services.

TABLE 2
HEIGHT, SETBACK AND COVERAGE SCHEDULE

[TABLE TO REMAIN UNCHANGED]

Notes:

1. Minimum lot width is measured at the building setback line.
2. Limits of impervious surface on each lot are set to aid aquifer recharge by on-site stormwater filtration.
3. Minimum front and side street setbacks are 0 feet for commercial zones in the "downtown district", which is the land abutting State Highway 44 from S. Middleton Road to Hartley Ln.
4. The minimum setback for a commercial or industrial use abutting a residential zone shall be 30 feet.
5. The minimum front setback for living space may be reduced to 20 feet if the garage setback is at least 25 feet.
6. Cornices, canopies, eaves or other similar items that do not increase the enclosed building area shall not project into any required setback more than 2 feet.
Unenclosed exterior stairs shall not project into any required setback more than 3 feet.
Unenclosed covered patios shall not project into any required setback more than 10 feet.
7. All structures shall be set back at least 50 feet from section and quarter section lines, unless otherwise approved by the City.
8. In a Mixed-Use Zone, the maximum height for a commercial structure is 55 feet, for a multi-family structure is 45 feet, and for a single-family structure is 35 feet.
9. ~~Subdivisions in an R-1 Zone: Curb, gutter, sidewalks, and streetlights are not required. Public roads may be narrowed, and no parking on the public roads. A three-car garage and photo cell~~

lighting that covers the entire front of house is required on each buildable lot. Chain-link fencing is prohibited. Swales with culverts under the driveway are preferred. ~~Reminder, this Code allows a horse, cow or large farm animal(s).~~

~~10. Subdivisions in an R-2 Zone: Curb, gutter, sidewalks, and streetlights are not required. Public roads may be narrowed, and no parking on the public roads. A three-car garage and photo-cell lighting that covers the entire front of house is required on each buildable lot. Chain-link fencing is prohibited. Swales with culverts under the driveway are preferred. Reminder, this Code prohibits a horse, cow or large farm animal(s).~~

~~11. Subdivisions in an R-3 Zone: Curb, gutter, sidewalks, and streetlights are required. Public roads may not be narrowed, and road-side parking is allowed. A two-car or three-car garage is required on each buildable lot.~~

Section 2: Title 5, Chapter 4, Section 3 TRAFFIC IMPACT ANALYSIS of the Middleton City code shall be amended as follows:

5-4-3: Traffic Impact Analysis: All subdivisions containing more than twenty five (25) ~~residential lots~~ equivalent dwelling units shall provide a traffic impact analysis, prepared and stamped by a licensed traffic engineer and submitted with the preliminary plat application. A traffic impact analysis may be required with an application for any development as deemed necessary on a case by case basis. An analysis may be waived if traffic impacts are mitigated through provisions identified in a development agreement.

Section 3: Title 5, Chapter 4, Section 4 PRELIMINARY PLAT of the Middleton City code shall be amended as follows:

5-4-4 A. Application: In addition to the application requirements in subsection 1-14-2A of this Code, an applicant shall file with the City: a copy of the complete application, fees, and ~~two (2) full-sized paper copies~~ and one (1) electronic full-size PDF copy of the preliminary plat with data as required in this section, and a title report or commitment for title insurance, including schedule B, indicating the nature of the applicant's ownership of land included in the preliminary plat. The City, at least fifteen (15) calendar days before the initial public meeting, shall mail to landowners within three hundred feet (300') of the external boundaries of the lands to be subdivided a notice that the City received an application, the number of acres and proposed number of residential, non-residential, and total lots, proposed land uses, and the dates and times that the application can be reviewed at City offices. After all City comments are addressed by the applicant, and prior to any public meeting about the plat, the applicant shall submit ~~five (5) paper copies~~ one (1) electronic full-size PDF copy to the City.

5-4-4 A(2)(r) Applicant is responsible to review comprehensive plan maps (including transportation, schools and recreation maps) and include on the preliminary plat respective transportation, school and recreation improvements. If a transportation improvement that is identified on the transportation map is entirely on the applicant's property, then the City ~~will~~ may pay to design the improvement and pay up to forty five percent (45%) of the cost of construction; the applicant shall ~~be responsible-pay~~ for the remaining construction costs. Applicant shall pay its pro_rata share of any improvements recommended by a City-approved traffic study before the City approves the final plat or final plat of the first phase.

5-4-4 C. Off-site Road Improvements: All off-site transportation improvements must be completed as part of the first phase of subdivision construction, unless otherwise approved by city council.

Section 4: Title 5, Chapter 4, Section 7 FINAL PLAT of the Middleton City code shall be amended as follows:

5-4-7 A. Application:

1. An applicant shall file with the City: a copy of the complete final plat application, fees, and ~~two (2) paper copies and one (1) electronic full-size PDF copy~~ of the final plat with data as required in this section. After all City comments are addressed by the applicant, and prior to any Council consideration of the plat, the applicant shall submit ~~five (5) paper copies~~ one (1) electronic full-size PDF copy to the City.

5-4-7 E.3. Each lot and block shall be numbered consecutively and individually throughout the plat, and include the size of the lot by square feet shown on the face of the plat, not in a table.

5-4-7 H. Council Action: ~~Upon receipt~~ acceptance

5-4-7 I. Recording Of Final Plat: The subdivider shall record the City approved final plat. At the time of recording of the final plat, the City is deemed to have accepted the dedications shown. After recording, the subdivider shall deliver to the City ~~four (4) one (1) electronic PDF copy, printable in full sized, and one eight and one-half by eleven (8 1/2 x 11) sizes, showing recording information.~~ one (1) electronic PDF copy, printable in full sized, and one eight and one-half by eleven (8 1/2 x 11) sizes, showing recording information.

Section 5: Title 5, Chapter 4, Section 10 DESIGN AND DEVELOPMENT STANDARDS of the Middleton City code shall be amended as follows:

5-4-10-2 K. Maximum Traffic On One Access for Local Or Collector Roads: Where a proposed development has only one access to a public road from where it proposes to extend public roads from existing development with only one local or collector road access to the public road system, ~~the maximum residential units or residential unit equivalents~~ equivalent dwelling units to be allowed ~~at any point~~ on the local road access is fifty (50).

5-4-10-2 L. ~~Maximum Traffic on One Access For A Divided Boulevard Collector Road:~~ Delete entire subsection.

5-4-10-4: LOT REQUIREMENTS

A. Lot Design: The lot size, width, depth, shape and orientation and minimum setback lines shall comply with the minimum requirements of the zoning regulations of the City, as shown in section 5-4-1, Table 2 of this chapter. Lot lines shall be at right angles from the front, side and back property lines, unless otherwise approved as part of ~~the~~ a preliminary plat.

B. Buffers: Lots along the roads identified in subsection 5-4-10-2D of this chapter shall conform to the traffic buffer requirements (see section 5-4-10-6 of this chapter) (Ord. 588, 3-1-2017; amd. Ord. 609, 7-3-2018).

C. Lot Access: All lots shall front on paved public roads, and No lots shall have direct access to major collectors, boulevards or arterials, unless otherwise approved by the City. ~~All lots shall front on paved public roads unless specifically approved otherwise.~~

D. Flag Lots: ~~Increased setbacks to front of house and/or maximum driveway lengths~~ Flag lots are prohibited unless allowed by the city as part of a preliminary plat. When a flag lot is allowed, the minimum lot frontage to a public road shall be twenty feet (20'), and the minimum lot width and setbacks are measured from where the lot widens for a building.

5-4-10-8: PATHWAYS AND PARKS

A. Pathways:

1. Pathways are required as indicated on the ~~Middleton Connects Master Plan~~ Middleton Comprehensive Plan Transportation, Schools and Recreation map. Pathways that are not along a road shall be on a twenty foot (20') wide lot or easement, dedicated to the City, and shall be constructed of asphalt, ten feet (10') wide and centered on the lot.

2. In addition to the pathways identified on the ~~Middleton Connects Master Plan~~ Middleton Comprehensive Plan Transportation, Schools and Recreation map, developers shall plan for and construct sidewalks and pathways designed to connect to neighborhoods with schools, parks, ~~schools, neighborhoods~~ and downtown.

B. Parks: Parks locations are required as indicated on the ~~Middleton Connects Master Plan~~ Middleton Comprehensive Plan Transportation, Schools and Recreation map so there is approximately one-half mile walking distance from each residence in the city, shall be at least eight (8) acres in size, improved with pressurized irrigation and sod, and dedicated to the City for future maintenance.

Section 6: Title 5, Chapter 4, Section 11 REQUIRED ROAD AND UTILITY IMPROVEMENT REQUIREMENTS is hereby amended to read as follows:

5-4-11-2: REQUIRED IMPROVEMENTS:

A. Minimum Improvements: The owner or subdivider shall construct the following improvements for the subdivision/development according to the Middleton Comprehensive Plan Transportation, Schools and Recreation map, "Idaho Standards for Public Works Construction,"² (ISPMC) and the Middleton supplement to the ISPMC ~~"Idaho Standards for Public Works Construction" and Middleton Connects master plan.~~

Subdivisions in an R-1 Zone: Curb, gutter, sidewalks, and streetlights are not required. Public roads may be narrowed, and no parking on the public roads. Right-of-way may be narrowed if

there are not sidewalks. A three-car garage and lighting the entire front of house are required on each residential lot. Reminder, this Code allows a horse, cow or large farm animal(s) on lots at least one acre in size.

Subdivisions in an R-2 and R-3 Zone: Curb, gutter, sidewalks, and streetlights are not required, if all residential lots are at least one-half (½) acre in size. ~~Public roads~~ Right-of-way may be narrowed if there are not sidewalks. A three-car garage and lighting the entire front of house are required on each residential lot. Reminder, this Code prohibits a horse, cow or large farm animal(s) on lots less than one-acre in size.

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

1. Roads, Curbs And Gutters: Roads and portions of roads constructed to finished grade with approved centerline monuments to be set to the road surface by a registered professional land surveyor; improved with asphalt plant mix and combination of concrete curb and gutter, or alternate road section as approved by the City. Roads, rights-of-way and associated improvements shall be extended to the property boundary providing connectivity and orderly growth as directed by the City.
2. Sidewalks, Pathways, And Bicycle Lanes, and Greenbelt: Five-foot feet (5') wide concrete sidewalks abutting the curb on both sides of the road, unless otherwise approved by the City; eight-foot feet (8') wide asphalt detached pathways on both sides of the road, unless otherwise approved by the City; and six-foot feet (6') wide bicycle lanes on both sides of the road, unless otherwise approved by the City; and twelve-foot (12') wide asphalt greenbelt.
3. Stormwater Disposal: The management of stormwater shall conform with the City stormwater management policy (section 5-4-10-9 of this chapter).
4. Utilities: The extension of utilities, including power distribution lines, shall be underground and at the developer's expense, and shall have the capacity and placement necessary to serve land located ~~farther out~~ beyond the project site. Developer is responsible for construction of utilities to and through Developer's project site as determined by the City.
5. Sanitary Sewer System: Connection to City sanitary sewer is required. Approval of the subdivision shall be based on treatment capabilities, such as density requirements, the need for entirely new systems and other treatment possibilities that are in harmony with officially recognized practices of the City.
6. Domestic Water System:
 - a. Connection to City water is required. Water hookups shall be allowed only within the City limits unless approved by the Council upon recommendation of the City Engineer.

- b. If the City requires a larger water main to accommodate future development than the size of line required by the City for the subdivision/development, the developer shall install the larger line size required by the City.
 - c. Four inch (4") blowoffs for water lines shall be required at the terminus of all dead end main lines unless a standard fire hydrant is available at the terminus.
- 7. Monuments: Monuments shall be set in accordance with Idaho Code section 50-1303. For each subdivision phase or development, any portion of which is located within a regulated floodplain, one elevation monument setting forth the elevation and datum shall be located within a monument box, as well as identified on the record drawings. The location of the monument shall be approved by the City Engineer.
- 8. Fire Hydrants: Fire hydrants shall be installed by the subdivider in locations specified by the City, every six hundred feet (600'), or as determined by the Fire Code and the Middleton Rural Fire District.
- 9. Road Name Signs: Road name signs shall be installed in the appropriate locations at each road intersection. Cost of road signs shall be the responsibility of the developer and the signs shall be installed to City specifications.
- 10. Streetlights: Streetlights shall be required to be installed by the subdivider/developer at the intersections, cul-de-sacs, at approximately every four hundred feet (400'), and where the City deems necessary throughout the subdivision/development. All costs to install streetlights and poles shall be borne by the developer.
- 11. ~~Utilities: Transmission lines shall be underground, unless otherwise approved by the City.~~

Service Connections: All service connections for sanitary sewer and domestic water shall be installed to the property line before placing base gravel for the road.

12. Irrigation Improvements: A pressure irrigation system shall be provided. All irrigation structures, lines and drain lines except mains used for stormwater management shall be located or relocated out of the road right-of-way. City water may not be used for irrigation supply unless specifically approved by the City.

13. Perimeter Fence: Developers of residential subdivisions shall install a six foot (6') fence along the perimeter of each phase of the subdivision by the time the City signs the final plat for that phase.

14. Monument Signs at Entrances: Obtain a sign permit from the City and construct a monument-type sign at subdivision entrances from collector and arterial roads.

14 15. On-Site And Off-Site Improvements: On-site and off-site improvements of any of the above are required where it is deemed necessary to properly serve the proposed development or protect the integrity of the usefulness of existing off-site improvements or utilities.

Section 7: Title 5, Chapter 4, Section 13, Subsection 3 MOBILE HOME PARKS is hereby deleted and Title 5, Chapter 4, Section 13, Subsection 4, is hereby renumbered to be Title 5, Chapter 4, Section 13, Subsection 3.

Section 8: This ordinance, or a summary thereof as provided by Idaho Code §50-901A, shall be published in one (1) issue of the official newspaper of the City of Middleton, Idaho, and shall take effect immediately upon its passage, approval and publication.

Dated this _____ day of _____, 2019.

CITY OF MIDDLETON
Canyon County, Idaho

Darin Taylor, Mayor

ATTEST:

Dawn M. Dalton, Deputy City Clerk

Darin Taylor

From: Dave Jones <DJones@canyonhd4.org>
Sent: Wednesday, July 03, 2019 1:24 PM
To: Darin Taylor; Trevor Chadwick, City of Star
Cc: Dave Jones; Tim Richard
Subject: DRAFT Agreement for the Traffic Study Agreement
Attachments: DRAFT Cooperative Agreement with Middleton for a Subdistrict 1 Traffic Study 070119.docx; DRAFT Cooperative Agreement with Star for a Subdistrict 1 Traffic Study 070119.docx

Gentlemen,

Please find DRAFT copies of the cooperative agreement between our agencies to facilitate a detailed transportation traffic growth study for the areas north of the Boise River surrounding Middleton and Star. This study is a critical component of creating a Capital Improvement Plan for establishing impact fees as well as a major component of the groundwork in evaluating population growth in our area, quantifying detailed and specific needs for improvements due to the growth over the next 20 year, and a critical element of the proposal which must be endorsed by the Canyon County Commissioners before any impact fees could be assessed.

Recall from our previous meetings that staff at CHD have been directed by our Board to make this project go forward as quickly as possible. By following Idaho Code and using the ITD consultant term agreement list, we have solicited statements of interest as well as requested additional information from candidate firms. As of today, we have evaluated the proposals and narrowed down the field of qualified candidates to a single candidate which we will be seeking CHD Board approval for next week. Our estimated budget is \$100,000 (have not yet negotiated the scope of work) and the anticipated completion is May 2020 (have not yet negotiated the schedule). Also recall that we discussed an unspecified financial commitment from both Cities to participate in the study, approving its scope, and participating in progress reviews throughout the study process. We believe that the results of the study are very relevant to each agency, and we can recoup 100% of the study costs through impact fees once enabled. To that end, I submit the following cooperative agreements for your consideration. I have filled in a \$25,000 amount for each City or approximately 25% each, which you are free to adjust as your agencies believe to be appropriate.

I would appreciate hearing from you about any necessary wording changes to the Draft cooperative agreements at your earliest convenience. Thank you.

Dave Jones, PE
Director
Canyon Highway District No. 4
15435 Highway 44
Caldwell, ID 83607
208.454.8135



COOPERATIVE AGREEMENT

Impact Fee Traffic Study

This Cooperative Agreement is made and executed between The City of Middleton, a municipal corporation located in Canyon County, State of Idaho, hereinafter referred to as “MIDDLETON”, and Canyon Highway District No. 4, a highway district organized and existing by virtue of Chapter 13 of Title 40 Idaho Code, and whose boundaries are within Canyon County, State of Idaho, hereinafter referred to as “CHD”, both of which are parties to this AGREEMENT and hereinafter referred to as the “Parties”.

Recitals

WHEREAS, the Highway District Board of Commissioners has the exclusive general supervisory authority over all public highways, public streets and public rights-of-way under their jurisdiction as provided in Idaho Code Section § 40-1310, including the power to manage and conduct the business and affairs of the District; and,

WHEREAS, the Highway District’s boundaries include all areas within the city limits of the Cities of Middleton and Star that lie within Canyon County; and,

WHEREAS, the Cities of Middleton and Star have Comprehensive Plans which includes significant urban development densities within historically rural areas of Canyon County; and,

WHEREAS, the Highway District, City of Star, and City of Middleton are experiencing and are affected by considerable growth and development; and

WHEREAS, the growth observed within the boundaries of the Highway District is concentrated in Sub-District 1, being that area lying west of Interstate 84, east of the Ada County line, north of the Boise River, and south of the Gem and Payette County lines; and

WHEREAS, the Highway District’s current policy of individual Traffic Impact Studies for specific developments is inadequate to address the regional transportation demands caused by new development of the current scale and number; and

WHEREAS, the Highway District’s current policy of individual Traffic Impact Studies is unfair to the development community, by allowing early applicants to absorb the inherent remaining capacity in the existing transportation system without requiring mitigation, and by requiring later developments to pay a disproportionate share of improvement costs; and

WHEREAS, transportation impact fees provided by Idaho Code § 67 Chapter 82 appear to be the most fair, orderly and effective means of mitigating impacts to the transportation system incurred by new development and growth, and this statute authorizes governmental entities to enter into agreements for the purpose of developing joint plans for capital improvements; and

WHEREAS, implementation of transportation impact fees requires preparation and development of a Capital Improvement Plan, identifying future traffic needs from projected growth, and establishing a cost to preserve and maintain the existing levels of service; and

WHEREAS, the Highway District is currently completing a Master Transportation Plan, which will establish the current operating conditions, levels of service, and background traffic on the existing highway system; and

WHEREAS, time is of the essence to establish a Capital Improvement Plan, and implement transportation impact fees so that new developments are responsibly and fairly held accountable for their impacts to the existing highway system; and

WHEREAS, the Highway District has set forth in the current FY2019 budget \$50,000 for professional services for an Impact Fee Study; and

WHEREAS, MIDDLETON and CHD operate under an Exchange Maintenance [of highways] Agreement, which provides for Parties to coordinate in the design, finance, and construction of Highway Improvements; and,

WHEREAS, MIDDLETON has established impact fees for mitigation of transportation and other impacts from new growth and development, and is included in the Highway Districts proposed Subdistrict No. 1 Service Area, and opportunity exists for inter-agency cooperation in performing a transportation study and adopting a capital improvement plan to serve the needs of both the Highway District and the City of Middleton; now therefore,

Agreement

Be it understood that MIDDLETON and CHD understand and agree to the following:

1. The Parties will cooperate in a project to conduct a long range (not to exceed 20 years) transportation needs study and capital improvement plan for the Subdistrict No. 1 Service Area (hereinafter the "Transportation Plan") sufficient to comply with and contain all that is required by Idaho Code Section 67-8208 for a capital improvement plan.
2. The Parties will include sufficient funds to complete the Transportation Plan with a realistic project schedule as follows:
 - a. Consultant acquisition by August 15, 2019
 - b. Plan completion by April 2020
3. CHD shall be the lead agency, have the role and responsibility of project owner and manager, and serve as the primary project contact for the Parties with the consultant(s). CHD will bear the costs and staff time associated with this role, except as otherwise stated herein. CHD will retain this role and responsibility until project completion,

regardless of annexations, unless otherwise agreed to by separate agreement or amendment to this AGREEMENT.

4. The CHD shall be responsible for administration of the project including review and payment of consultant invoices and project status reports. CHD shall designate a project manager who will serve as the coordinator and point of contact for the Project. MIDDLETON shall designate a representative to serve as their respective point of contact and participate in Project related meetings, negotiations, and reviews.
5. MIDDLETON shall contribute \$25,000 toward all costs and expenses incurred in connection with the Transportation Plan. The dates contained in this section may be adjusted if the project schedule contained in Section 2 of this agreement is modified.
6. CHD shall be authorized to execute professional services agreement amendments up to an aggregate amount of 10% of the initial professional services agreement amount without authorization of the Parties.
7. Parties shall consult with the Impact Fee Advisory Committee established by the City, and agree to proceed at the following milestones:
 - a. Establishment of Service Area
 - b. Establishment of Demographic and Land Use Assumptions
 - c. Review of the Capital Improvement Plan
8. Either Party may terminate participation at any time with 45 days written notice.
9. In the event any provision or section of this AGREEMENT conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.
10. This AGREEMENT shall be governed and interpreted by the laws of the State of Idaho.
11. The parties intend that this AGREEMENT shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the parties hereto.
12. No party may assign this AGREEMENT, or any interest therein, without written consent of the other parties; and in the event of assignment, this AGREEMENT shall inure to and be binding upon the parties hereto as well as their successors, assigns, departments and agencies.
13. The Parties will maintain their own separate insurance and responsibility for liabilities as particularly associated with each entity's own assigned tasks or functions as identified in this AGREEMENT.
14. This AGREEMENT shall become effective on the date signed by all parties and continue henceforth from said date.

This AGREEMENT is entered into by the parties as follows:

Dated the ____ day of _____, 2019.

CITY OF MIDDLETON, IDAHO

Darin Taylor, Mayor

Attest:

City Clerk

Dated the ____ day of _____, 2019.

CANYON HIGHWAY DISTRICT NO. 4

Rick Youngblood, Chairman

Attest:

Secretary

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A020(430)
INT N MIDDLETON RD & CORNELL ST, MIDDLETON
CANYON COUNTY
KEY NO. 20430

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF MIDDLETON, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program the Local Highway Safety Improvement Program (LHSIP) Project with Key No. 20430, described as a mini-roundabout. Project development is to be performed by Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. **Project Development - \$52,000**
 - (PE-\$2,000, PL-\$10,000, PC-\$40,000)
 - b. **Right-of-Way - \$0**
 - c. **Utilities - \$0**
 - d. **Construction Engineering - \$44,000**
 - (CE-\$2,000, CL-\$10,000, CC-\$21,000 & Cont.-\$11,000)
 - e. **Construction - \$207,000**
 - f. **Total Estimated Project Costs - \$303,000**
3. The Sponsor's match for this project will be provided as follows:
 - a. Cash in the amount of 7.34 percent of the entire project (current estimate \$22,240);
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.

7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.
8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.

- e. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate.
 - f. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - g. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - h. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - i. Print and assemble plans, special provisions, specifications and contracts.
 - j. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **TWO THOUSAND DOLLARS (\$2,000)**, estimated to be the total expense to the State. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. If requested by a utility company, hold hearings before the City Council or Board of Commissioners. The Sponsor will issue orders to the utilities.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 49 CFR 24.102.
 - c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.

- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.
- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.

8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Highways Construction & Operations Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Middleton.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator
Highways Construction & Operations

ATTEST:

CITY OF MIDDLETON

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm:20430 SLA PD.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF MIDDLETON**, hereafter called the **CITY**, for development of Int. N Middleton Rd & Cornell St; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A020(430) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Middleton, held on

_____, _____.

(Seal)

City Clerk

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI

compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17



Announcing Our Latest Innovation!



It's So Easy!

- Log on
- Enter basic customer Information
- Enter check Information
- Click "Pay"
- Receive email receipt
- DONE!

Partnered with:

**WELLS
FARGO**

Idaho Transportation Department

PO Box 7129
Boise, ID 83707
Phone: 208-334-8770

*Becoming the best
organization
by implementing
innovative business
practices.*

Here is the internet address for making payments to the Idaho Transportation Department, also called **PayITD**.

<https://apps.itd.idaho.gov/payitd>

Introducing the new Online Payment Portal for Highway Project Partners. This will make payments quick and secure for your next highway project with the Idaho Transportation Department.

Benefits:
Free, Easy, Safe, Efficient

HOW IT WORKS

ITD (Idaho Transportation Department); LHTAC (Local Highway Technical Assistance Council)

Process Overview

- Your organization will receive an agreement packet for your local highway project. The agreement contains the amount your local organization needs to pay for its contribution.
- The agreement contains the Project Key Number.
- Sign the agreement and send to ITD or LHTAC
- Log onto the PayITD website and fill in the information screens using known banking information. (If your organization requires a check to be created for payment, you can use this as your guide to enter the banking information. **Don't mail the check to ITD or LHTAC after you enter the E-Check on the PayITD website.**

Before you begin the online process, here are three things you will need:

- Bank Routing Number
- Account Number
- Check Number

YOUR NAME 628 Main Street Anytown, HI 12345		DATE _____
PAY TO THE ORDER OF _____		\$ _____
_____ DOLLARS		
1:999688777	1:00123456789	0123
Routing Number	Account Number	Check Number

This information will convert your physical check into an electronic check.

Steps for the PayITD website

1. Go to: <https://apps.itd.idaho.gov/payitd>
2. Fill in your organization contact information in the form.
3. Enter the amount of your contribution. Follow the example on the page.

Ex. \$50,000.00 is entered as 50000

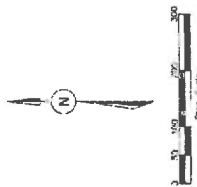
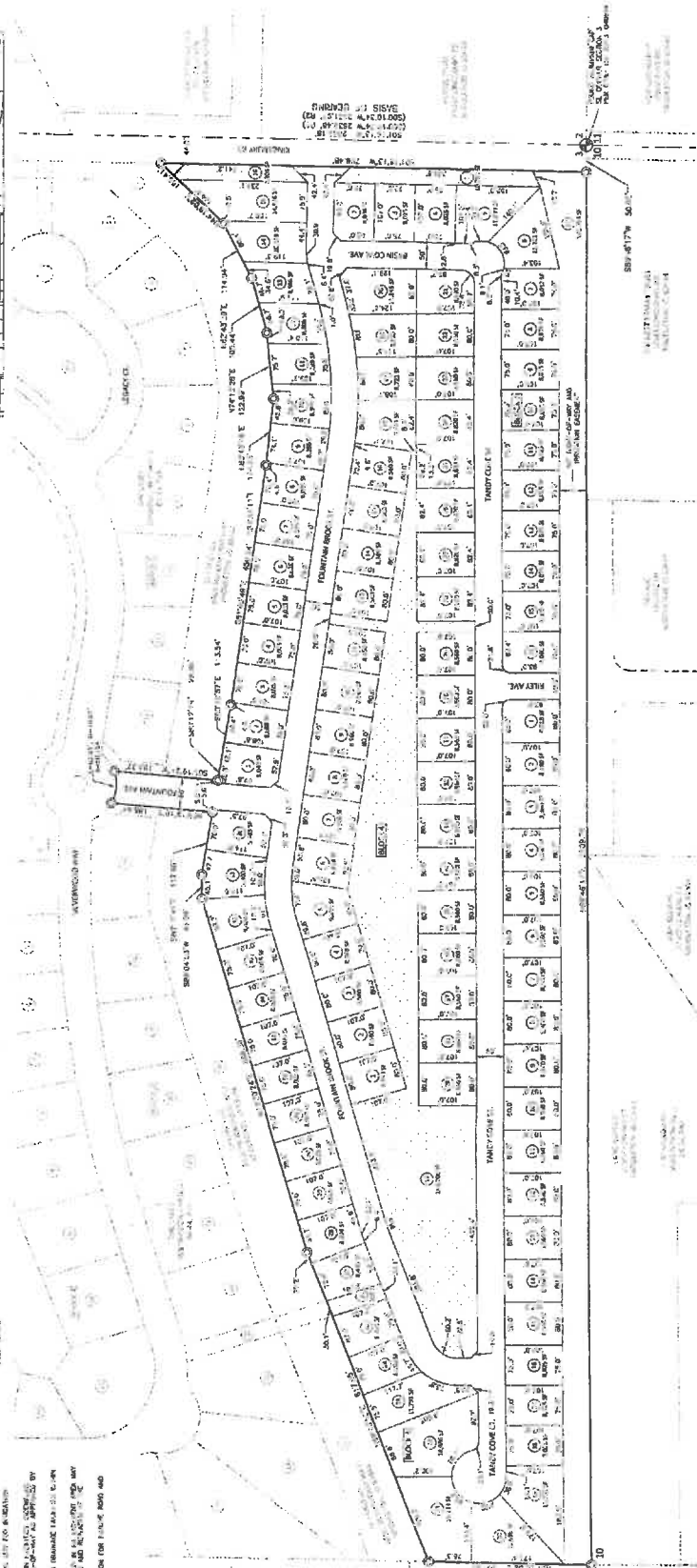
OR

Ex. \$50,000.00 is entered as 50000.00

4. Enter the Reference Field with the Project Key number provided in the agreement.
5. Click Submit.
6. Verify information. If correct, click Confirm.
7. Web pages from this step forward are Wells Fargo Bank web pages.
8. Enter the Bank Routing Number
9. Enter the Bank Account Number
10. Enter the Check Number.
11. Click Next.
12. Complete payment. (Click "Pay" to complete payment)
13. Email receipt is sent to the email address you provided.
14. ITD also receives an email notification of your payment.



A PARCEL OF LAND SITUATED IN A PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF MIDDLETON, CANYON COUNTY, IDAHO 2018

CRESCENT LAKE SUBDIVISION
PRE-PLAT BOUNDARY[illegible]

OF "EARY LINE
ON THE LUNDEN-
HARDY TO LINE
JULY 1917-08-01 LINE
RECORDED EARTH

[illegible]

COMMON LOT AREAS				CITY OF LOS ANGELES TRAFFIC ENGINEER	
Block #	Lot #	17' Area (sq)	20' Area (sq)	25' Area (sq)	30' Area (sq)
1	1	10,750	10,750	10,750	10,750
2	2	10,750	10,750	10,750	10,750
3	3	10,750	10,750	10,750	10,750
4	4	10,750	10,750	10,750	10,750
5	5	10,750	10,750	10,750	10,750
6	6	10,750	10,750	10,750	10,750
7	7	10,750	10,750	10,750	10,750
8	8	10,750	10,750	10,750	10,750
9	9	10,750	10,750	10,750	10,750
10	10	10,750	10,750	10,750	10,750
11	11	10,750	10,750	10,750	10,750
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14	14	10,750	10,750	10,750	10,750
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16	16	10,750	10,750	10,750	10,750
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56	56	10,750	10,750	10,750	10,750
57	57	10,750	10,750	10,750	10,750

SHEET NO.	SHEET TITLE
P-10	GENERAL PLAN
P-11	SECTIONAL ELEVATIONS
P-12	SECTIONAL ELEVATIONS
P-13	SECTIONAL ELEVATIONS
P-14	SECTIONAL ELEVATIONS
P-15	SECTIONAL ELEVATIONS
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P-99	SECTIONAL ELEVATIONS
P-100	SECTIONAL ELEVATIONS

DEVELOPER/OWNER
 2001 S. WASH ST. 3RD FL.
 AUSTIN, TX 78701-3946
 (512) 476-2500 FAX (512) 476-2501
 E-MAIL: jerry@jerrydavis.com

ENGINEER/SURVEYOR
 100 ENGINE DR.
 8213 WEST ST. STE-17
 SUITE 2000 DALLAS, TX 75241
 (214) 343-7310 FAX (214) 343-7318
 E-MAIL: JERRY@JERRYDAVIS.COM

54-147 DATA IS BASED ON THE AUGUST 1961 PLANT
GROWTH SYSTEM (GARDEN SET 1) AND VERY C.
P. 100) (ATLAS.

[illegible]

Prepared For:

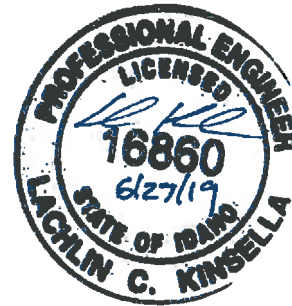
**Mineral Rights Leasing ID, LLC &
The City of Middleton**

**Crescent Lake
Subdivision**

Middleton, Idaho

**Preliminary Storm
Drainage Report**

Please use a 1-hr 100-yr storm event to calculate volumes. See preliminary plat comments about not combining storm water and irrigation water.



Prepared By:

Lachlin Kinsella, P.E.

Project Engineer

KM Engineering, LLP

9233 West State Street

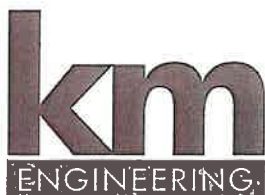
Boise, ID 83714

208.639.6939

lkinsella@kmengllp.com

June 2019

Project No: 19-070





CITY OF MIDDLETON

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



Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ 3,000.00

Application Accepted by: BB

Date Application Accepted: 06/21/19

Applicant:

Mineral Rights Leasing ID LLC 208-989-6190 jamesbrobertsllc@gmail.com

Name	Phone	Email
2001 S Main Street #2000	Salt Lake, Utah	84111
Mailing Address	City, State	Zip

Representative:

KM Engineering LLP - Sabrina Durtschi 208-639-6939 sdurtschi@kmengllp.com

Name	Phone	Email
9233 W State Street, Boise Idaho 83714		
Mailing Address	City, State	Zip Code

PUBLIC HEARINGS**

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

PUBLIC MEETINGS*

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

PUBLIC HEARINGS**

- ☐ Development Agreement
- ☐ Ordinance Amendment
- ☐ Special Use Permit
- ☐ Variance

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

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

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

Subdivision or Project Name: Crescent Lake Subdivision

Site Address: 23223 Kingsbury Road Total Acres: 35.19

Crossroads: Kingsbury Road

Existing Zoning: R-3

Proposed Zoning: No changes

Floodplain Zone: N/A

Hillside (grades exceeding 10%): N/A

James Roberts

6-21-19

Applicant's Printed Name

Date

[Signature]
Applicant's Signature



CITY OF MIDDLETON

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

Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ _____

Application Accepted by: _____

Date Application Accepted: _____

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

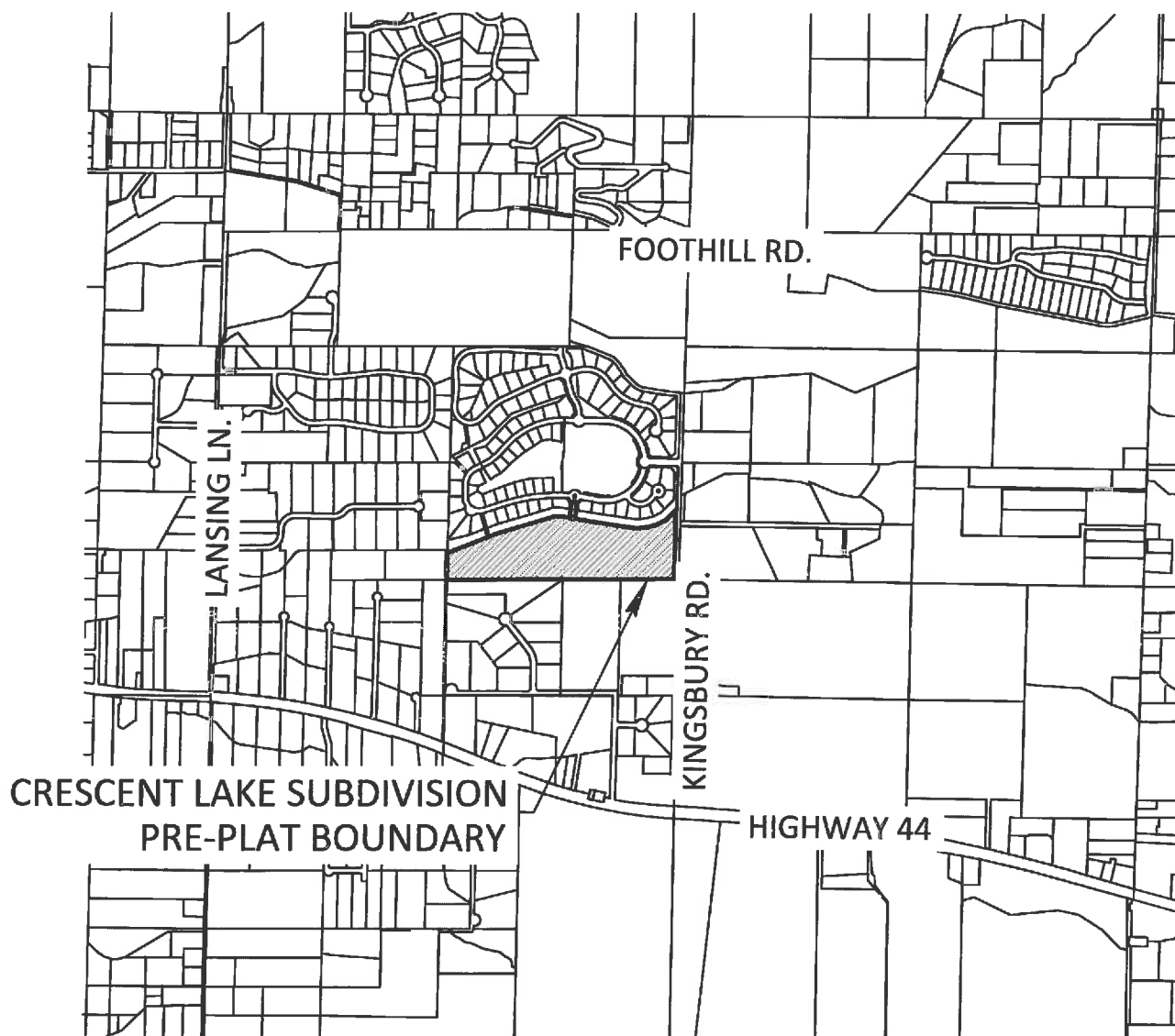
- ✓ ☒ **Application Form**
- ✓ ☒ **Application Fee** (see Fee Schedule). Note: City Engineer and City Attorney expenses incurred by the city throughout the approval process that are related to relating to this Application are billed to the applicant in addition to the Application Fee. 300 Applicant Initial
- ✓ ☒ **Vicinity Map:** attach an 8 ½" x 11" map showing the subject property in relation to land around it that includes the nearest public roads.
- ✓ ☒ **Narrative:** describe and explain your request, anticipated adverse impacts on neighbors, and other information helpful to decision-makers. Please attach the following if applicable.

Applicable Not Applicable

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

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

P:\19-070\CAD\EXHIBITS\19-070 VICINITY MAP.DWG, SCOTT MARSHALL, 6/21/2019, DWG TO PDF.PC3, 08.5X11 P [PDF]



ENGINEERS . SURVEYORS . PLANNERS

9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

DATE: 6/20/19

PROJECT: 19-070

SHEET:
1 OF 1



0 2000 4000 6000
Plan Scale: 1" = 2000'

CRESCENT LAKE SUBDIVISION
MIDDLETON, IDAHO

VICINITY MAP



June 21, 2019
Project No. 19-070

City of Middleton
Planning and Zoning Department
1103 W Main Street
Middleton, Idaho 83644

RE: Preliminary Plat Application for Crescent Lake Subdivision

Dear Planning Staff,

On behalf of my Client Mineral Rights Leasing ID LLC, I have the pleasure of submitting Crescent Lake Subdivision a Preliminary Plat Application. The site is located at 23223 Kingsbury Road just south of The Lakes Subdivision. This application has been submitted per the standards set forth in the City of Middleton Idaho City Code and the Middleton Supplement to ISPWC.

Subject Site and Preliminary Plat

As noted, this site is located south of the recorded subdivision The Lakes. This will be a continuation of an area that has been re-developing into single-family residential lots. Between The Lakes Subdivision and our proposed subject site is a drain ditch that creates an adequate buffer and transition to our site.

Crescent Lake subdivision is approximately 35.13 acres and will consist of 105 single-family lots that meet the existing R-3 zoning standards, with an average lot size of 8,901 s.f.

Crescent Lake Subdivision will take access off of Kingsbury Road, the plat will also dedicate 50' right-of-way along the south boundary for any proposed future road extension. All interior streets will meet all local road standards, with attached curb, gutter and sidewalk.

Sewer will be connected via the existing northern manhole located in The Lake Subdivision. Water will be connected through Fountain Ave to an existing water easement to public services.

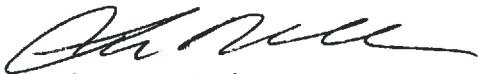
The subdivision has been designed to retain water on site. Drainage run-off will be collected along the Kingsbury Road via retention swales, additionally collection points will be provided by two storm drain ponds within the site. The site will provide pressurized irrigation to the entire subdivision.

Crescent Lake Subdivision design will exceed the open space requirement by providing 12.15% of open space. The ponds will provide double purpose for drainage collection and an amenity with walking paths, sitting benches, and a covered picnic area. Crescent Lake Subdivision open space amenity will provide a thoughtful well-designed open space for neighbors to gather and enjoy the open setting.

Summary

Crescent Lake Subdivision will provide a quality single-family subdivision to a area that has been re-developing over the years. With a range of lot sizes within our application, it will help provide the community of Middleton a variety of housing options. We look forward with working with staff on this application and if you need anything, please do not hesitate to contact me at 208-639-6939 or at sdurtschi@kmengllp.com.

Thanks for your help with this application,



Sabrina Durtschi
Planning Project Manager



Escrow No.: 34601910433-BB

Being re-recorded to correct scrivener's
error in legal

2019-009083

RECORDED

03/07/2019 09:25 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=4 HCRETAL \$15.00
TYPE: DEED
FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

2019-007637

RECORDED

02/26/2019 08:06 AM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=3 SDUPUIS \$15.00
TYPE: DEED
FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

WARRANTY DEED

FOR VALUE RECEIVED

LP Lakes, LLC, a Delaware Limited Liability Company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Mineral Rights Leasing ID, LLC, an Idaho Limited Liability Company

GRANTEE(S), whose current address is: 2001 S. Main St., #2000, Salt Lake City, UT 84111

the following described real property in Canyon County, Idaho, more particularly described as follows, to wit:

For APN/Parcel ID(s): 338330100

A parcel of land situated in a portion of the South 1/2 of the Southeast 1/4 of Section 3, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the East 1/4 corner of said Section 3, thence following the easterly line of the Southeast 1/4 of said Section 3, S010°18'13"W a distance of *S1°18'13"W 2,632.18 feet to a found aluminum cap monument marking the Southeast corner of said Section 3, thence leaving said easterly line and following the southerly line of said Southeast 1/4, S89°46'17"W a distance of 50.02 feet to a found 5/8-inch rebar on the westerly right-of-way line of Kingsbury Road and being the POINT OF BEGINNING.

Thence leaving said westerly right-of-way line and following said southerly line, S89°46'17"W a distance of 2,589.79 feet to a found 5/8-inch rebar marking the South 1/4 corner of said Section 3; Thence leaving said southerly line and following the westerly line of said Southeast 1/4, N01°20'32"E a distance of 301.67 feet to a found 5/8-inch rebar marking the Southwest corner of The Lakes Subdivision Phase 1 (Book 44, Page 19, records of Canyon County, Idaho);

Thence leaving said westerly line and following the boundary of said The Lakes Subdivision Phase 1 the following fourteen (14) courses:

1. N68°46'53"E a distance of 617.95 feet to a found 5/8-inch rebar;
2. N73°30'24"E a distance of 685.36 feet to a found 5/8-inch rebar;
3. N89°04'53"E a distance of 45.09 feet to a found 5/8-inch rebar;
4. S80°12'49"E a distance of 117.69 feet to a found 5/8-inch rebar;
5. N05°19'21"E a distance of 188.64 feet to a found 5/8-inch rebar;
6. 62.01 feet along the arc of a circular curve to the left, said curve having a radius of 70.01 feet, a delta angle of 50°45'14", a chord bearing of S84°42'55"E and a chord distance of 60.01 feet to a found 5/8-inch rebar;
7. S05°19'21"W a distance of 193.37 feet to a found 5/8-inch rebar;
8. S80°12'49"E a distance of 142.38 feet to a found 5/8-inch rebar;

Escrow No.: 34601910433-BB

Being re-recorded to correct scrivener's
error in legal

Electronically Recorded
Stamped First Page Now
Incorporated As Part of
The Original Document

WARRANTY DEED

FOR VALUE RECEIVED

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Mineral Rights Leasing ID, LLC, an Idaho Limited Liability Company

GRANTEE(S), whose current address is: 2001 S. Main St., #2000, Salt Lake City, UT 84111

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For APN/Parcel ID(s): 338330100

A parcel of land situated in a portion of the South 1/2 of the Southeast 1/4 of Section 3, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the East 1/4 corner of said Section 3, thence following the easterly line of the Southeast 1/4 of said Section 3, ~~S01°18'13"W~~ a distance of *S1° 18' 13" W 2,632.18 feet to a found aluminum cap monument marking the Southeast corner of said Section 3, thence leaving said easterly line and following the southerly line of said Southeast 1/4, S89°46'17"W a distance of 50.02 feet to a found 5/8-inch rebar on the westerly right-of-way line of Kingsbury Road and being the POINT OF BEGINNING.

Thence leaving said westerly right-of-way line and following said southerly line, S89°46'17"W a distance of 2,589.79 feet to a found 5/8-inch rebar marking the South 1/4 corner of said Section 3; Thence leaving said southerly line and following the westerly line of said Southeast 1/4, N01°20'32"E a distance of 301.67 feet to a found 5/8-inch rebar marking the Southwest corner of The Lakes Subdivision Phase 1 (Book 44, Page 19, records of Canyon County, Idaho);

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7. S05°19'21"W a distance of 193.37 feet to a found 5/8-inch rebar;
8. S80°12'49"E a distance of 142.38 feet to a found 5/8-inch rebar;

WARRANTY DEED

(continued)

9. S81°40'49"E a distance of 450.04 feet to a found 5/8-inch rebar;
10. S83°33'11"E a distance of 124.23 feet to a found 5/8-inch rebar; 11. N83°43'48"E a distance of 122.99 feet to a found 5/8-inch rebar; 12. N74°12'26"E a distance of 105.44 feet to a found 5/8-inch rebar;
13. N62°43'39"E a distance of 114.94 feet to a found 5/8-inch rebar;
14. N44°19'02"E a distance of 160.41 feet to a found 5/8-inch rebar on said westerly right-of-way line;

Thence leaving said boundary and following said westerly right-of-way line, S01°18'13"W a distance of 786.48 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 22nd day of February, 2019.

LP Lakes, LLC, a Delaware Limited Liability Company
By: Landmark Pacific Investors, LLC, Operating Manager
By: Cambridge Homes, LLC, Managing Member

BY: 
Donald Newell, Managing Member

WARRANTY DEED

(continued)

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 22nd day of February, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Newell, known or identified to me to be the person whose name is subscribed to the within instrument, as the Managing Member of Cambridge Homes, LLC, the Managing Member of Landmark Pacific Investors, LLC, the Operating Manager of LP Lakes, LLC a limited liability company and acknowledged to me that he executed the same as such

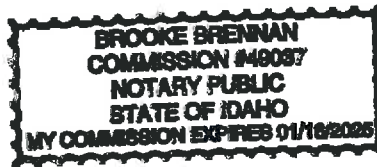
Signature: _____

Name: _____

Residing at: _____

My Commission Expires: _____

(SEAL)





June 21, 2019
Project No. 19-070
Crescent Lakes Subdivision
Legal Description

A parcel of land situated in a portion of the South 1/2 of the Southeast 1/4 of Section 3, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap monument marking the East 1/4 corner of said Section 3, thence following the easterly line of the Southeast 1/4 of said Section 3, S01°18'13"W a distance of 2,632.18 feet to a found aluminum cap monument marking the Southeast corner of said Section 3, thence leaving said easterly line and following the southerly line of said Southeast 1/4, S89°46'17"W a distance of 50.02 feet to a found 5/8-inch rebar on the westerly right-of-way line of Kingsbury Road and being the **POINT OF BEGINNING**.

Thence leaving said westerly right-of-way line and following said southerly line, S89°46'17"W a distance of 2,589.79 feet to a found 5/8-inch rebar marking the South 1/4 corner of said Section 3;

Thence leaving said southerly line and following the westerly line of said Southeast 1/4, N01°20'32"E a distance of 301.67 feet to a found 5/8-inch rebar marking the Southwest corner of The Lakes Subdivision Phase 1 (Book 44, Page 19, records of Canyon County, Idaho);

Thence leaving said westerly line and following the boundary of said The Lakes Subdivision Phase 1 the following fourteen (14) courses:

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3. N89°04'53"E a distance of 45.09 feet to a found 5/8-inch rebar;
4. S80°12'49"E a distance of 117.69 feet to a found 5/8-inch rebar;
5. N05°19'21"E a distance of 188.64 feet to a found 5/8-inch rebar;
6. 62.01 feet along the arc of a circular curve to the left, said curve having a radius of 70.01 feet, a delta angle of 50°45'14", a chord bearing of S84°42'55"E and a chord distance of 60.01 feet to a found 5/8-inch rebar;
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8. S80°12'49"E a distance of 142.38 feet to a found 5/8-inch rebar;
9. S81°40'49"E a distance of 450.04 feet to a found 5/8-inch rebar;
10. S83°33'11"E a distance of 124.23 feet to a found 5/8-inch rebar;
11. N83°43'48"E a distance of 122.99 feet to a found 5/8-inch rebar;
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13. N62°43'39"E a distance of 114.94 feet to a found 5/8-inch rebar;
14. N44°19'02"E a distance of 160.41 feet to a found 5/8-inch rebar on said westerly right-of-way line;

Thence leaving said boundary and following said westerly right-of-way line, S01°18'13"W a distance of 786.48 feet to the **POINT OF BEGINNING**.

Said parcel contains 35.134 acres, more or less.





CITY OF MIDDLETON

P.O. Box 487, 1103 W. Main St., Middleton, ID 83644

208-585-3133 Fax (208) 585-9601

citmid@middletoncity.com

www.middleton.id.gov

June 21, 2019

Re: Notice of Subdivision Application

Dear Landowners and Occupants:

This letter is to notify you that the City of Middleton received an application from Mineral Rights Leasing ID LLC to subdivide 35.13 acres into 105 residential lots having a minimum lot size of 8,000 square feet and an average lot size of 8,901 square feet.

The subject property is on the west side of Kingsbury Road south of The Lakes at Telaga and The Lakes subdivisions, specifically south of Silverwood Way, and is already in city limits and zoned R-3, three residential dwelling units per gross acre.

The applicant is cooperative and coordinating with the Idaho Transportation Department to design and construct eastbound and westbound turn lanes onto Kingsbury Rd. from State Highway 44. Lots in the Crescent Lake Subdivision will be served by Middleton municipal culinary water and sanitary sewer systems.

The applicant is dedicating land along its south and east boundaries to widen Kingsbury Rd. and construct a portion of Cornell Street. Also, the applicant is paying its pro-rata share of the future Kingsbury Rd./Cornell St. roundabout to be located at the southwest corner of the subject property.

The applicant proposed to build the subdivision according to Middleton city code and standards. No exceptions are requested so the Planning and Zoning Commission, and subsequently the City Council, will consider the application at public meetings where interested residents may observe, but not participate by offering comments since it is not a public hearing.

The full application is available for review at City Hall, 1103 W. Main St., Middleton, Idaho.

Sincerely,

A handwritten signature in blue ink that reads "Bruce Bayne".

Bruce Bayne
Planning and Zoning Official



CITY OF MIDDLETON

P.O. Box 487, 1103 W. Main St., Middleton, ID 83644
208-585-3133 Fax (208) 585-9601
citmid@middletoncity.com
www.middleton.id.gov

June 21, 2019

Middleton School District #134
5 S. 3rd Ave. West
Middleton ID 83644
jmiddleton@msd134.org

Canyon County Paramedics
6116 Graye Ln
Caldwell ID 83607
cindy@ccparamedics.com

Middleton Rural Fire District
302 E. Main Street
Middleton ID 83644
vislas@middletonfire.org

Greater Middleton Parks & Rec District
PO Box 265
Middleton ID 83644
gmprdlori@gmail.com

Black Canyon Irrigation District
PO Box 226
Notus, ID 83656
roy@blackcanyonirrigation.com

Drainage District 10
23229 Blessinger Road
Star, ID 83669
allenfun50@hotmail.com

To Agencies:

The Middleton Planning and Zoning Commission is scheduled to consider the following at a public hearing on **Wednesday, July 8, 2019, 7:00 p.m.** at 6 N. Dewey Ave., Middleton, Idaho.

Re: Crescent Lake Subdivision Preliminary Plat

The City of Middleton received a request from Mineral Rights Leasing to approve a preliminary plat for Crescent Lake Subdivision consisting of 105 residential lots and 5 common lots on approximately 35.13 acres of vacant land, Canyon County Parcel No. R33833010, located West of Kingsbury Rd, North of Highway 44, Middleton, Idaho.

The application is available for review at City Hall, 1103 W. Main St., Middleton, Idaho. Everyone is invited to attend the hearing and offer comments. Written comments may be submitted in person, e-mail or mail prior to or at a public hearing to the Planning and Zoning Official. Please contact the City Clerk at (208) 585-3133 at least five days prior to the hearing to arrange assistance with language translation or physical challenges. Please contact me if you have questions.

Sincerely,

A handwritten signature in blue ink that reads "Bruce Bayne".

Bruce Bayne
Planning and Zoning Official



1935 N Belgrave Way, Eagle, Idaho 83616
Ph: 208.938.1695 | Cell: 208.859.0485

July 11, 2019

Mr. Darin Taylor, Mayor
City of Middleton (COM)
1103 West Main Street Middleton Idaho, ID 83644

Subject: REQUEST FOR SUPPLEMENTAL ENGINEERING SERVICES NO. 1
Hartley Lane and SH44 Intersection | Project No. 18015

Dear Mayor:

As discussed on 7/9/2019; we are requesting a supplemental for engineering services for additional design fees for the following:

- Part 1: Design the traffic signal (wood poles with span wire and supplemental pedestrian poles) at the intersection of Hartley and SH44, design to be completed to ITD standards on ITD 11X17 border and bid items. This task will be completed and submitted for review and comments prior to beginning Part 2.
- Part 2: Design the reconfiguration of Harley and SH44 intersection as outlined below. The design will be to ITD standards, it is anticipated to be constructed by school's general contractor. Therefore, the plans will be prepared using development format and will not include ITD bid items as this is anticipated to be a lump sum bid:
 - Eastbound and westbound left turn lanes on SH44 onto north and south Hartley Lane
 - Southbound right turn lane from SH44 onto south Hartley
 - Eastbound right turn lane onto SH44 from south Hartley, the right turn lane will be free running and will include an acceleration lane on SH44.

Assumptions

- The scope and budget assumes the bid documents will go through one round of City and ITD comments, to be completed at the same time; additional reviews will be completed as a supplemental to this Scope of Work.
- This scope and budget does not include construction observation and will be completed as a supplemental to this Scope of Work.
- This scope and budget does not include any additional topographic survey and/or geotechnical engineering and if required would be completed as a supplemental to this Scope of Work.
- This scope and budget does not include preparing traffic control plans and assumes the traffic control plans will be prepared and submitted for approval to ITD by the Contractor.

Supplemental No.1 Budget

Total Lump Sum Budget: \$146,000.00

Schedule

It is anticipated the design for Part 1 will take 3 full weeks to complete after receiving notice to proceed. The design of Part 2 is anticipated to 5 weeks after Part 1 is complete. It is assumed the review period will take approximately 3 weeks per each submittal package (Part 1 and Part 2) and revisions are anticipated to take 1 week for Part 1 and 2 weeks for Part 2.

Sincerely,

Joel Grounds, P.E., PTOE
Principal Engineer

City of Middleton/Middleton Rural Fire District

INTERGOVERNMENTAL AGREEMENT TO COLLECT AND EXPEND DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS

[Idaho Code § 67-8204A]

Parties to the Agreement:

City of Middleton

“City”

City Hall
1103 West Main Street
Middleton, Idaho 83644

Middleton Rural Fire District

“Fire District”

302 East Main Street
Middleton, Idaho 83644

THIS AGREEMENT made effective the _____ day of _____, 2019, by and between the Parties as herein this Agreement defined.

SECTION 1 DEFINITIONS

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

- 1.1 **Agreement:** means and refers to this *City of Middleton/Middleton Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements*, which may be referred to and cited as the “Middleton Impact Fee Agreement” or “MIFA.”
- 1.2 **Capital Improvements Plan:** means and refers to the *Middleton Rural Fire District Capital Improvements Plan*, a true and correct copy of which is attached hereto and marked as **Exhibit A** and by this reference incorporated herein this definition.
- 1.3 **City:** means and refers to the *City of Middleton*, Idaho, party to this Agreement.
- 1.4 **COMPASS:** means the *Community Planning Association of Southwest Idaho*, an Idaho non-profit association that serves as the metropolitan planning association for Ada County and Canyon County.

- 1.5 Costs:** means and refers to the expense inclusive of attorney fees, publication costs, experts and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.6 Fire District:** means and refers to *Middleton Rural Fire ~~and Rescue~~ District*, party to this Agreement.
- 1.7 Joint Advisory Committee:** means and refers to the *City of Middleton/Middleton Rural Fire District Joint Development Impact Fee Advisory Standing Committee* formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 1.8 Ordinance:** means and refers to the *Middleton Rural Fire District Development Impact Fee Ordinance No. _____* approved on the _____ day of _____, 2019 and codified at Chapter 18 of Title 1, Middleton City Code, a true and correct copy of which is attached hereto and marked **Exhibit B** to this Agreement and by this reference incorporated herein this definition.
- 1.9 Party/Parties:** means and refers to the City and/or the Fire District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.10 Trust Fund:** means and refers to the *Fire District Development Impact Fee Capital Projects Trust Fund* established by the Fire District pursuant to Section 1.18.11 of the Ordinance and pursuant to Idaho Code § 67-8210(1), a true and correct copy of which is attached hereto and marked as **Exhibit C** and by this reference incorporated herein this definition
- 1.11 All other definitions:** All other definitions of this Agreement are set forth in Section 1-18-2 of the Ordinance and are herein included as separate definitions as if the same are set forth herein.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The City is a governmental entity as defined in the Act at Idaho Code § 67-8203(14) and, as provided at Idaho Code § 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and

- 2.2 Idaho Code § 67-8204A, provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.3 The Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 2.4 The Fire District's boundaries include areas within the City limits of the City and areas surrounding the City on the north, east and west, and the Fire District provides fire and emergency services within the City; and
- 2.5 The City is experiencing and is affected by considerable growth and development; and
- 2.6 The purposes of the Act [Idaho Code § 67-8202] are as follows:
- Ensure that adequate public facilities are available to serve new growth and development;
 - Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay [development impact fees] their proportionate share of the costs of new public facilities needed to serve that new growth and development; and
 - Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 2.7 In anticipation and in consideration of the City Council adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code § 67-8205, the Joint Advisory Committee consisting of five (5) members of the local community active in development, banking, real estate, insurance, and local commerce; and
- 2.8 Prior to May 14, 2018, the Fire District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 2.9 On May 14, 2018, Galena Consulting submitted to the Board of Commissioners of the Fire District an Impact Fee Study and Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Joint Advisory Committee as provided in Idaho Code §§ 67-8205 and 67-8206(2); and
- 2.10 On February 11, 2019, the Board of Commissioners approved the form and content of the Capital Improvements Plan and authorized Galena Consulting to present the Capital Improvements Plan to the City; and

- 2.11 On _____, Galena Consulting presented the Capital Improvements Plan to the City Council; and
- 2.12 The Capital Improvements Plan adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the City and projects a 60% increase in the population of the Fire District between 2017 and 2027; and
- 2.13 The Capital Improvements Plan establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
- 2.14 The Capital Improvements Plan projects an increase in Service Units within the boundaries of the Fire District of 3,700 dwelling units and 620,000 square feet of nonresidential development over the next ten (10) years; and
- 2.15 The new growth projected by the Capital Improvements Plan will require the Fire District to invest in System Improvements to its facilities to maintain its current level of service in the City; and
- 2.16 Tax revenues alone will not be sufficient to allow the Fire District to acquire the necessary System Improvements to serve new growth; and
- 2.17 The Capital Improvements Plan projects that 92% of growth within the boundaries of the Fire District will be residential development and 8% will be nonresidential development; and
- 2.18 Based on these projections, the Capital Improvements Plan calculates that an impact fee in the amount of \$819 for each dwelling unit and \$0.41 for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the Fire District will acquire to serve new growth; and
- 2.19 Prior to the adoption of the Capital Improvements Plan, the Fire District Board of Commissioners and the City Council, in accordance with Idaho Code § 67-8206(3), each published notice and held public hearings; and
- 2.20 The Ordinance was drafted in accordance with the Capital Improvements Plan and the provisions of Idaho Code § 67-8204 contingent upon the Parties entering into this Agreement; and

- 2.21 This Agreement facilitates the intent and purposes of the Capital Improvements Plan and the Ordinance, is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the boundaries of the City and the Fire District; and
- 2.22 The Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3

COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT

The Fire District shall, at all times:

- 3.1 Abide by the terms and conditions required of the Fire District as set forth in the Ordinance and any amendments to the same; and
- 3.2 Maintain and staff the position of Fire District Administrator to manage and perform the duties and responsibilities of the Fire District Administrator as set forth in the Ordinance; and
- 3.3 Establish and maintain the Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code § 67-8210 and any amendment or recodification of the same; and
- 3.4 Pay the following costs:
 - 3.4.1 Costs associated with the Joint Advisory Committee;
 - 3.4.2 Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Fire District;
 - 3.4.3 Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the Fire District;
 - 3.4.4 Costs associated with the Fire District's performance of this Agreement;
 - 3.4.5 Cost associated with an appeal of a claim of exemption;
 - 3.4.6 Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the Fire District under the provisions of the Ordinance; and
- 3.5 Be solely responsible for the Fire District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY

The City shall:

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

SECTION 5 ADMINISTRATIVE STAFFING

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

SECTION 6 NOTICE AND DELIVERY OF DOCUMENTS

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

- 6.1.1 By mail or hand delivery addressed to:

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

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

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

6.2.1 By mail or hand delivery addressed to:

Middleton Rural Fire District
Attention: Fire District Administrator
 302 East Main Street
 Middleton, Idaho 83644

6.2.2 By scanning, attaching and e-mailing to: _____

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

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

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

7.2 Administrative Fee. The Fire District agrees to pay the City an administrative fee for the calculation, collection and remittance of Fire District Impact Fees performed by City staff.

SECTION 8 AMENDMENT / TERMINATION

8.1 Except as provided in Section 6.3, this Agreement may only be amended in accordance with the following process:

8.1.1 An amendment may be proposed by either Party or the result of an update of the Capital Improvements Plan.

8.1.2 A proposed amendment must be in writing and include this entire Agreement as then existing, and shall therein include a strike-through of any language to be deleted and underlining of any new language of the proposed Amendment.

- 8.1.3 A proposed Amendment shall contain a Statement of Purpose (which shall include a statement of how the Parties will be affected by the Amendment), the Party to contact for information and the Amended and Reformed Agreement text and be accompanied by any accompanying proposed amendment of the Ordinance.
- 8.1.4 The proposing Party shall also prepare and submit to the other Party the proposed Amendment as above stated together with an Amended and Reformed Agreement form in the event the proposed Amendment is approved.
- 8.1.5 An approved Restated and Amended Agreement shall be executed by the Fire District's Chairman of the Board of Commissioners and the Mayor of the City.
- 8.2 This Agreement may only be terminated in accordance with the following process:
 - 8.2.1 Either party may propose a termination and the same may be terminated upon mutual agreement of the Parties or by one of the Parties, subject to six (6) months prior notice, all in accordance with the provisions of this section.
 - 8.2.2 A proposed termination shall contain a Statement of the Reasons (which shall include a statement of how the Parties will be affected by the termination.) Any proposal to terminate the Agreement must also include the proposal regarding the repeal of the Ordinance.
 - 8.2.3 No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Trust Fund.

SECTION 9 EFFECTIVE DATE

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

SECTION 10 GENERAL PROVISIONS

- 10.1 **Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.

- 10.2 Severability:** Should any term or provision of this Agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 10.3 Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."
- 10.4 Captions:** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 10.5 Choice of Law:** This Agreement shall be governed and interpreted by the laws of the State of Idaho.
- 10.6 Assignment:** No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this _____ day of _____, 2019.

DATED AND SIGNED this _____ day of _____, 2019.

CITY OF MIDDLETON

By: _____
Darin Taylor, *Mayor*

ATTEST:

By: _____
Becky Crofts, *City Clerk*
By: City Council Resolution No. _____

DATED AND SIGNED this _____ day of _____, 2019.

MIDDLETON RURAL FIRE DISTRICT

By: _____
Liz Bolts, Chairwoman/Commissioner

ATTEST:

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

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EXHIBIT A

CAPITAL IMPROVEMENTS PLAN

EXHIBIT B

ORDINANCE

EXHIBIT C
TRUST FUND

APPENDIX 1

Notice of Contact Information Change

FROM: _____
 TO: _____
 DATE: _____

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

New Contact Information is as follows:

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

Signature (Authorized Agent)

Title:

Certificate of Service

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

City or Fire District
 Address
 City, State ZIP

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

 for City or Fire District

Acknowledgement of Receipt by:

Name/Signature: _____ Date: _____

B

NOTICE OF PUBLIC HEARING

PURSUANT TO IDAHO CODE § 67-8206(3)
BY: CITY COUNCIL OF THE CITY OF MIDDLETON

NOTICE IS HEREBY GIVEN: That the City Council of the City of Middleton will conduct a public hearing:

PURPOSE OF THE HEARING: To consider the adoption of a Capital Improvements Plan for the purpose of entering into an intergovernmental agreement with the Middleton Rural Fire District for the collection and expending of development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.

MATERIALS AVAILABLE FOR INSPECTION: The City has made available to the public, upon request, the following: proposed land use assumptions, a copy of the proposed Capital Improvements Plan. Any member of the public, affected by the Capital Improvements Plan, has the right to appear at the public hearing and present evidence regarding the proposed Capital Improvements Plan. The City will send notice of this noticed intent to hold a public hearing by mail to any person who has requested in writing notification of the hearing date at least fifteen (15) days prior to the hearing date.

DATE, TIME AND LOCATION OF PUBLIC HEARING: The public hearing will be conducted at _____ .m. on the _____ day of _____, 2019 at the Council Chambers of the **City of Middleton - City Hall, 1103 West Main Street, Middleton, Idaho**, or as soon thereafter as this hearing is convened by the City Council.

CITY OF MIDDLETON

Becky Crofts, City Clerk

Publish: [I.C. § 67-8206 (3) once not greater than thirty (30) days and not less than fifteen (15) days prior to the hearing.

Publications: _____, 2018

**THE BOARD OF COMMISSIONERS OF
THE MIDDLETON RURAL FIRE DISTRICT
NOTICE OF PUBLIC HEARINGS
TO CONSIDER A DECISION TO IMPOSE
A NEW FIRE DISTRICT DEVELOPMENT IMPACT FEE
I.C. §63-1311A**

LEGAL NOTICE IS HEREBY GIVEN that:

- **The Board of Commissioners of Middleton Rural Fire District** will on **February 11, 2019, at 7:15 p.m.** at Fire Station 1 located at 302 East Main Street, Middleton, Idaho, or as soon thereafter as this hearing is convened by the Board of Commissioners of the Fire District, will receive comments regarding the Board of Commissioners' intent to make a decision to impose the below described new fees.

New fee summary: the Fire District Board of Commissioners intend to establish the following new Fire District Development Impact Fees within the area within the City of Middleton, which also lies within the boundaries of the Middleton Rural Fire District:

Middleton Rural Fire District Development Impact Fees		Proposed New Fee
Impact Fee – New Residential (per unit)		\$819/per unit
Impact Fee – New Non-Residential (per square foot)		\$0.41/per square foot

Basis of Authority:

1. Idaho Code Section 67-8204A authorizes the Middleton Rural Fire District to enter into an intergovernmental agreement with the City of Middleton and for the City of Middleton to adopt an ordinance for the purpose of assessing and imposing, collecting and expending fire district development impact fees for the Fire District's systems improvements identified in the *Middleton Rural Fire District Impact Fee Study and Capital Improvements Plan*; and
2. The *City of Middleton City Development Impact Fee Ordinance* (the "Ordinance") which shall impose the Fire District impact fees will be codified at Chapter 18 of Title 1 Middleton ~~Municipal~~ City Code; and
3. Idaho Code Section 63-1311, provides that the governing board of any taxing district may impose and cause to be collected fees for services provided which would otherwise be funded by property tax revenues following the process and procedures for adoption pursuant to Idaho Code Section 63-1311A.

All persons are invited to attend each public hearing and to provide comment on the proposed fees to be established.

DATED this _____ day of _____, 2019.

Nicola Sinclair, Fire District Secretary
Becky Crofts, City Clerk

Publish: *[I.C. § 63-1311A]* once a week for the two (2) weeks prior.
Publications: _____

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D

NOTICE OF PUBLIC HEARING

PURSUANT TO IDAHO CODE §§ 67-8204(4) and 67-8206(3)
BY: CITY COUNCIL, CITY OF MIDDLETON

NOTICE IS HEREBY GIVEN: That the City Council of the City of Middleton will conduct a public hearing:

PURPOSE OF THE HEARING: To consider the adoption of the Middleton Rural Fire District Development Impact Fee Ordinance for the purpose of imposing development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.

MATERIALS AVAILABLE FOR INSPECTION: The City has made available to the public, upon request, the following: proposed land use assumptions, a copy of the Capital Improvements Plan, and a copy of the proposed ordinance. Any member of the public affected by the ordinance, has the right to appear at the public hearing and present evidence regarding the proposed ordinance. The City will send notice of this noticed intent to hold a public hearing by mail to any person who has requested in writing notification of the hearing date at least fifteen (15) days prior to the hearing date.

DATE, TIME AND LOCATION OF PUBLIC HEARING: The public hearing will be conducted at _____ p.m. on the _____ day of _____, 2019 at the Council Chambers of the City of Middleton - City Hall, 1103 West Main Street, Middleton, Idaho or as soon thereafter as this hearing is convened by the City Council.

CITY OF MIDDLETON

Becky Crofts, City Clerk

Publish: [I.C. §§ 67-8204(4) and 67-8206 (3)] once not greater than thirty (30) days and not less than fifteen (15) days prior to the hearing.

Publications: _____

**CITY OF MIDDLETON
Canyon County, Idaho**

ORDINANCE No. _____

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

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

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

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

TITLE 1

CHAPTER 18

FIRE DISTRICT DEVELOPMENT IMPACT FEES

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

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

of the costs of new public facilities needed to serve that new growth and Development; and

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

5. *The Act:*

- does not authorize the Fire District to enact a development impact fee ordinance; and
 - does provide, pursuant to Idaho Code § 67-8204A, in circumstances where the City and the Fire District are both affected by the considerable growth and Development as is occurring within the City, that the City and the Fire District may enter into the Intergovernmental Agreement for the purpose of agreeing to collect and expend development impact fees for System Improvements which provides for a new funding mechanism for those System Improvements Costs incurred by the Fire District to meet the demand and growth occurring within the City and which promotes and accommodates orderly growth and development and protects the public health, safety and general welfare of the residences within the boundaries of the City.
6. New residential growth within the City imposes and will impose increasing and excessive demands upon the existing Fire District Capital Facilities.
 7. The tax revenues generated from new residential Development within the City often do not generate sufficient funds to provide the necessary improvements and expansion of existing Fire District Capital Facilities to accommodate for that new growth.
 8. New growth within the City is expected to continue, and will place ever-increasing demands on the Fire District to provide and expand the Fire District's Capital Facilities to serve that new growth.
 9. Section 67-8204A of the Act authorizes the City to adopt an impact fee system and to enter into the Intergovernmental Agreement with the Fire

District to offset, recoup, or reimburse the portion of the costs of needed improvements to the Fire District Capital Facilities caused by new growth and Development in the City.

10. The creation of an equitable impact fee system facilitated by the Intergovernmental Agreement with the Fire District, will promote the purposes set forth in the Act, in that it would: (a) ensure that adequate Fire District Capital Facilities are available to serve new growth and Development; (b) promote orderly growth and Development by establishing uniform standards by which the City may require that those who benefit from new growth and Development pay a proportionate share of the cost of new Fire District Capital Facilities needed to serve new growth and Development in the City; (c) establish minimum standards for the adoption of Fire District Impact Fees; (d) ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of Fire District Capital Facilities needed to serve new growth and Development in the City; and (e) prevent duplicate and ad hoc Development requirements in the City.
11. The City and the Fire District have formed the Joint Advisory Committee as required by Idaho Code § 67-8205, and the Committee has performed the duties required of it pursuant to Idaho Code §§ 67-8205 and 67-8206(2). The City and the Fire District intend that the Committee will continue to exist and perform those duties identified in Idaho Code § 67-8205 that occur following the adoption of this *Middleton Rural Fire District Development Impact Fee Ordinance*.
12. The Fire District has planned for the improvement of Fire District Capital Facilities in the Capital Improvements Plan.
13. The creation of an equitable impact fee system would enable the City to accommodate new development, and would assist the Fire District to implement the capital improvements element of the Capital Improvements Plan.
14. In order to implement an equitable impact fee system for the Fire District's fire prevention and life preservation facilities, the City adopted by resolution dated _____, 2019 and the Fire District adopted Resolution No. _____ dated February 11, 2019 the *Middleton Rural Fire District Impact Fee Study and Capital Improvements Plan* (the "Capital Improvements Plan"). Galena Consulting was hired by the Fire District to assist the Joint Advisory Committee in the preparation of the Study.

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

on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers.

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

E. *Purpose.*

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

1-18-2: - DEFINITIONS:

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

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

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

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

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

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

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

CAPITAL IMPROVEMENTS PLAN shall mean the *Middleton Rural Fire District Impact Fee Study and Capital Improvements Plan* recommended by the Joint Advisory Committee and adopted by the Fire District and the City pursuant to the Act that identifies Fire District Capital Facilities for which Fire District Impact Fees may be used as a funding source and attached to this Ordinance No. _____ as **Exhibit A**.

CITY shall mean the City of Middleton.

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

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

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

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

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

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

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

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

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

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

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

FIRE DISTRICT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND") shall mean the Fire District Trust Fund established by action of the Board of Commissioners of the Fire District as set forth in Board of Commissioners' Resolution No. _____ and pursuant to section 1-18-11 of this Chapter and pursuant to Idaho Code § 67-8210(1) into which all Fire District Impact Fees shall be deposited and maintained by the Fire District and a copy of the provisions of Middleton Rural Fire District Board of Commissioners Resolution No. _____ attached to this Ordinance No. _____ as Exhibit C.

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

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

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

INTERGOVERNMENTAL AGREEMENT shall mean the *City of Middleton/Middleton Rural District Intergovernmental Agreement to Collect and Expend Development Impact Fees For Fire District Systems Improvements* entered into by and between the City and the Fire District pursuant to Idaho Code § 67-8204A for the collection and expenditure of Fire District Impact Fees established pursuant to this Chapter and attached to this Ordinance No. _____ as **Exhibit B**.

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE AREA shall mean any defined geographic area within the City as identified by the Fire District in which specific Public Facilities provide service to Development within the areas defined, on the basis of sound planning or engineering principles or both. For purposes of this Ordinance, there shall be one Service Area encompassing all of the City of Middleton.

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

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

SYSTEM IMPROVEMENTS COSTS shall mean costs incurred for construction or reconstruction of System Improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in Idaho Code § 50-

1702(h), as amended, to provide additional Public Facilities needed to service new growth and Development. For clarification, System Improvements Costs do not include:

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

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

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

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

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

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

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

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

1-18-5: - EXEMPTIONS:

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

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

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

1-18-6:- INDIVIDUAL ASSESSMENT PROCESS:

- A. In lieu of calculating the amount of the Fire District Impact Fee by reference to the fee schedule attached to the Capital Improvements Plan, a Fee Payer may file a request with the City that the amount of the required Fire District Impact Fee be determined by the Fire District Administrator through an individual assessment for the proposed Development. A request for an individual assessment process shall involve consideration of studies, data, and any other relevant information submitted by the Fee Payer to adjust the amount of the Fire District Impact Fee. If a Fee Payer files a request for the use of an individual assessment, the Fee Payer shall be responsible for retaining a qualified professional to prepare the individual assessment that complies with the requirements of this Chapter, at the Fee Payer's expense. The Fee Payer shall, at the Fee Payer's expense, bear the burden of proving by clear and convincing evidence that the resulting individual assessment complies with the requirements of this Chapter. The Fee Payer shall bear the burden of proving by clear and convincing evidence that the resulting individual assessment is a more accurate measure of its proportionate share of the cost of System Improvements, based on the Fire District's adopted Levels of Service, than the development impact fees that would otherwise be due pursuant to the fee schedule attached to the Capital Improvements Plan.
- B. Each individual assessment shall be based on the same level of service standards and unit costs for System Improvements used in the Capital Improvements Plan, shall use an average cost (not a marginal cost) methodology, and shall document the relevant methodologies and assumptions used.
- C. A request for an individual assessment shall be delivered and filed with the City at any time that the number of dwelling units in the proposed Development and the types and amounts of Development in each non-residential category identified in the fee schedule attached to the Capital Improvements Plan are known. Upon filing of a request for individual assessment, the City shall transmit the request to the Fire District Administrator for review. The Fire District Administrator shall issue a written decision within thirty (30) days following receipt of a completed request for individual assessment together with all supporting information from the Fee Payer,

so as not to unreasonably delay the Developer's (Fee Payer's) subsequent applications to the City for Building Permits.

- D. Each individual assessment request delivered to the Fire District Administrator may then be accepted, rejected, or accepted with modifications by the Fire District Administrator as the basis for calculating the Fire District Impact Fee. The criteria for acceptance, rejection or acceptance with modifications shall be whether the individual assessment is a more accurate measure of demand for System Improvements element(s) created by the proposed Development, or the costs of those facilities, than the applicable fee shown in the fee schedule attached to the Capital Improvements Plan.
- E. The decision by the Fire District Administrator on an application for an individual assessment shall include an explanation of the calculation of the Fire District Impact Fee, shall specify the System Improvement(s) for which the Fire District Impact Fee is intended to be used, and shall include an explanation of those factors identified in Idaho Code § 67-8207.
- F. If an individual assessment is accepted or accepted with modifications by the Fire District Administrator then the Fire District Impact Fee due under this Chapter for such Development shall be calculated according to such individual assessment.
- G. The Fire District Administrator shall provide notice of final determination of an individual assessment to the Developer (Fee Payer) and the City.

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

- A. *Credits to be Issued.* When a Developer or their predecessor in title or interest has constructed System Improvements of the same category as a Fire District Capital Improvements Element, or contributed or dedicated land or money towards the completion of System Improvements of the same category as a Fire District Capital Improvements Element, and the Fire District has accepted such construction, contribution or dedication, the Fire District shall issue a credit against the Fire District Impact Fees otherwise due for the same Fire District Capital Improvements Element in connection with the proposed Development, as set forth in this section, credit shall be issued regardless of whether the contribution or dedication to System Improvements was required by the Fire District as a condition of Development Approval or was offered by the Developer and accepted by the Fire District in writing, and regardless of whether the contribution or dedication was contributed by the Developer or by a local improvement district controlled by the Developer.
- B. *Limitations.* Credits against a Fire District Impact Fee shall not be given for: (a) Project Improvements; or (b) any construction, contribution or dedication not agreed to in writing by the Fire District prior to commencement of the

construction, contribution, or dedication. Credits issued for one Fire District Capital Improvements Element may not be used to reduce Fire District Impact Fees due for a different capital improvement. No credits shall be issued for System Improvements contributed or dedicated prior to the effective date of this Chapter.

C. *Valuation of Credit at Present Value:*

1. *Land.* Credit for qualifying land dedications shall, at the Fee Payer's option, be valued at the present value of: (a) one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor; or (b) that fair market value established by a private appraiser acceptable to the Fire District in an appraisal paid for by the Fee Payer.
2. *Improvements.* Credit for qualifying acquisition or construction of System Improvements shall be valued by the Fire District at the present value of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the Fee Payer to the Fire District. The Fire District Administrator shall determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the Fire District as a more accurate measure of the value of the offered System Improvements to the Fire District.

D. *When Credits Become Effective:*

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

E. *Credit Request Procedures:*

1. *Request.* In order to obtain a credit against a Fire District Impact Fee otherwise due, a Fee Payer shall submit to the City a written offer of request

to dedicate to the Fire District specific parcels of qualifying land or a written offer to contribute or construct specific System Improvements to the Fire District Capital Facilities in accordance with all applicable State or City design and construction standards, and shall specifically request a credit against the type of Fire District Impact Fee for which the land dedication or System Improvements is offered. The City shall then deliver the written offer of request to the Fire District Administrator.

2. *Review.* After receipt of the written offer of request for credit, the Fire District Administrator shall review the request and determine whether the land or System Improvements offered for credit will reduce the costs of providing Fire District Capital Facilities by an amount at least equal to the value of the credit. If the Fire District Administrator determines that the offered credit satisfies that criteria and will be acceptable to the Board of Commissioners, then the credit shall be issued. The Fire District shall complete its review and determination of an application within thirty (30) days after receipt of an application for credit.
3. *Credits Exceeding Fee Amounts Due.* If the credit due to a Fee Payer pursuant to subsection 1-18-7D of this Chapter exceeds the Fire District Impact Fee that would otherwise be due from the Fee Payer pursuant to this Chapter (whether calculated through the fee schedule attached to the Capital Improvement Plan or through an individual assessment), the Fee Payer may choose to receive such credit in the form of either: (a) a credit against future Fire District Impact Fee due for the same System Improvements; or (b) a reimbursement from Fire District Impact Fees paid by future Development that impacts the System Improvements contributed or dedicated by the Fee Payer. Unless otherwise stated in an agreement with the Fee Payer, the Fire District shall be under no obligation to use any Fire District funds - other than Fire District Impact Fees paid by other Development for the same System Improvements - to reimburse the Fee Payer for any credit in excess of Fire District Impact Fees that are due.
4. *Written Agreement Required.* If credit or reimbursement is due to the Fee Payer pursuant to this section, the Fire District shall enter into a written agreement with the Fee Payer, negotiated in good faith, prior to the contribution, dedication, or funding of the System Improvements giving rise to the credit. The agreement shall provide for the amount of credit or the amount, time and form of reimbursement, and shall have a term not exceeding ten (10) years.
5. The Fire District Administrator's determination on the written offer of request for credit shall be provided to the Fee Payer and the City.

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

A. *General Provisions.*

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

B. *Methodology; Proportionate Methodology.* The Fire District Impact Fee shall not exceed a proportionate share of the cost of the System Improvements determined in accordance with Idaho Code § 67-8207, as amended. Fire District Impact Fees shall be based on actual System Improvements Costs or reasonable estimates of such costs. The amount of the Fire District Impact Fee shall be calculated using the methodology contained in the Capital Improvements Plan.

C. *Proportionate Share Determination.*

1. Fire District Impact Fee shall be based on a reasonable and fair formula or method under which the Fire District Impact Fee imposed does not exceed a proportionate share of the costs incurred or to be incurred by the Fire District in the provision of System Improvements to serve the new Development. The proportionate share is the costs attributable to the new Development after the Fire District considers the following:
 - a. Any appropriate credit, offset or contribution of money, dedication of land or construction of System Improvements;
 - b. Payments reasonably anticipated to be made by or as a result of a new Development in the form of user fees and debt service payments;
 - c. That portion of general tax or other revenues allocated by the Fire District to System Improvements; and
 - d. All other available sources of funding such System Improvements.

2. In determining the proportionate share of the cost of System Improvements to be paid by the Developer, the following factors shall be considered by the Fire District and accounted for in the calculation of the Fire District Impact Fee:
 - a. The costs of existing System Improvements within the Service area;
 - b. The means by which existing System Improvements have been financed;
 - c. The extent to which the new Development will contribute to System Improvements Costs through taxation, assessments, or developer or landowner contributions, or has previously contributed to System Improvements Costs through Developer or landowner contributions;
 - d. The extent to which the new development is required to contribute to the cost of existing System Improvements in the future;
 - e. The extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area;
 - f. Extraordinary costs, if any, incurred in serving the new Development;
 - g. The time and price differential inherent in a fair comparison of fees paid at different times; and
 - h. The availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers and special taxation.

1-18-9: - EXTRAORDINARY IMPACTS:

- A. In the event the City makes an initial determination that Development may impose Extraordinary Impact, the City shall provide the Development application to the Fire District Administrator along with the City's initial determination. The Fire District Administrator shall then review and determine whether or not the Development application will impose Extraordinary Impact.
- B. If the Fire District Administrator determines that a proposed Development generates Extraordinary Impact that will result in extraordinary Systems Improvements Costs, the Fire District Administrator will notify the Fee Payer and the City of such Fire District Impact Fee determination within thirty (30) days after Fire District Administrator's receipt from the City of the Development Application and the City's initial determination. Such notice shall include a statement that the

potential impacts of such Development on System Improvements are not adequately addressed by the Capital Improvements Plan, and that a supplemental study, at the Fee Payer's expense will be required.

- C. Circumstances that may lead to a determination of Extraordinary Impact include, but are not limited to: (a) an indication the assumptions used in the Capital Improvements Plan underestimate the level of activity or impact on Fire District Capital Facilities from the proposed Development or activity.
- D. Within thirty (30) days following the designation of a Development with Extraordinary Impact, the Fire District Administrator shall meet with the Fee Payer to discuss whether the Fee Payer wants to: (a) pay for the supplemental study necessary to determine the System Improvements Costs related to the proposed Development; (b) modify the proposal to avoid generating Extraordinary Impact; or (c) withdraw the application for certification, Building Permit or Development approval.
- E. If the Fee Payer agrees to pay for the supplemental study required to document the proposed Development's proportionate share of System Improvements Costs, then the Fire District and the Fee Payer shall jointly select an individual or organization acceptable to both to perform such study. The Fee Payer shall enter into a written agreement with such individual or organization to pay the costs of such study. Such agreement shall require the supplemental study to be completed within thirty (30) days of such written agreement, unless the Fee Payer agrees to a longer time.
- F. Once the study has been completed, the Fee Payer may choose to: (a) pay the proportionate share of System Improvements Costs documented by the supplemental study; or (b) modify the proposed Development to reduce such costs; or (c) withdraw the application. If the Fee Payer agrees to pay the System Improvements Costs documented in the supplemental study, that agreement shall be reduced to writing between the Fire District and the Fee Payer prior to review and consideration of any application for any Development approval or Building Permit related to the proposed Development.
- G. Notwithstanding any agreement by the Fee Payer to pay the proportionate share of System Improvements Costs documented by the supplemental study, nothing in this ordinance shall obligate the City to approve Development that results in an Extraordinary Impact to the Fire District.

1-18-10: - FEE PAYER REFUNDS:

- A. *Duty to Refund:*

1. Fire District Impact Fees shall be refunded to the Fee Payer, or to a successor in interest, in the following circumstances:
 - a. Service is available but never provided;
 - b. A Building Permit, or permit for installation of a manufactured home, is denied by the City or abandoned;
 - c. The Fee Payer pays a Fire District Impact Fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the Fire District was entitled to receive;
 - d. The Fire District has collected a Fire District Impact Fee and the Fire District has failed to Appropriate or expend the collected fees pursuant to section below; or
 - e. Failure of the Fire District to commence construction or encumber the fund in the Fire District Development Impact Fee Capital Projects Trust Fund.
2. Any Fire District Impact Fee paid shall be refunded if the Fire District has failed to commence construction of System Improvements in accordance with this Chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the Fire District. Any refund due shall be paid to the owner of record of the parcel for which the Fire District Impact Fee was paid. The Fire District may hold Fire District Impact Fees for longer than eight (8) years if the Fire District identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the Fire District complies with the previous sentence, then any Fire District Impact Fees so identified shall be refunded to the Fee Payer if the Fire District has failed to commence construction of System Improvements in accordance with the written notice, or to Appropriate Funds for such construction on or before the date identified in such writing.
3. *No Refund Due for Subsequent Reduction in Size of Development or Service Units.* After a Fire District Impact Fee has been paid pursuant to this Chapter and after a certificate of occupancy has been issued by the City, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.

4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in Idaho Code § 28-22-104 from the date on which the fee was originally paid.
5. *Timing.* The Fire District shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the Fire District shall send the refund to the owner of record within ninety (90) days after the Fire District determines that a refund is due.

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

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

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

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

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

- A. *Appeals.* Any Fee Payer that is or may be obligated to pay a Fire District Impact Fee, or that claims a right to receive a refund, reimbursement, exemption or credit under this Chapter, and who is dissatisfied with a decision made either by the City or by the Fire District Administrator in applying this Chapter, may appeal such decision as follows:
 - 1. in the case of a decision made by the City to the City Council; and
 - 2. in the case of a decision made by the Fire District Administrator to the Board of Commissioners.
- B. The Fee Payer shall have the burden on appeal of proving by clear and convincing evidence that the decision was in error.
- C. In order to pursue the appeal described in this subsection, the Fee Payer shall file a written notice of the appeal with the City within thirty (30) days after the date of the City's or the Fire District Administrator's decision, or the date on which the Fee Payer submitted a payment of the Fire District Impact Fee under protest, whichever is later. Such written application shall include a statement describing why the Fee Payer believes that the appealed decision was in error, together with copies of any documents that the Fee Payer believes support the claim.
- D. Appeals of the Fire District Administrator's decisions shall be delivered by the City to the Fire District Administrator.
- E. The City Council or the Board of Commissioners, as the case may be, shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The Fee Payer shall have a right to be present and to present evidence in support of the appeal. The City or Fire District Administrator who made the decision under appeal or their representative shall likewise have the right to be present and to

present evidence in support of the decision. The criteria to be used by the City Council or by the Board of Commissioners in considering the appeal shall be whether: (a) the decision or interpretation made by the City or Fire District Administrator; or (b) the alternative decision or interpretation offered by the Fee Payer, more accurately reflects the intent of this Chapter that new development in the City pay its proportionate share of the costs of system improvements to Fire District facilities necessary to serve new development and whether the provisions of this Chapter has been correctly applied. The City Council or Board of Commissioners, as the case may be, shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

F. *Payment Under Protest.* A Fee Payer may pay a Fire District Impact Fee under protest in order not to delay in the issuance of a Building Permit by the City. A Fee Payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such Fee Payer be estopped from receiving a refund of any amount deemed to have been illegally collected.

G. *Mediation.*

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

1-18-14: - PERIODIC REVIEWS:

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

1-18-15: - AUDIT:

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

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

- A. *Committee Created:* A joint standing committee of the City Council and the Board of Commissioners of the Fire District is established.
- B. *Committee Name:* The Joint Standing Committee is known and shall continue to be known and designated as the “City of Middleton/Middleton Rural Fire District Joint Development Impact Fee Advisory Standing Committee” [hereinafter in this Chapter referred also as “Joint Advisory Committee” or “Committee”].
- C. *Membership:* The members on the Committee shall be appointed by the City Council and confirmed by the Board of Commissioners of the Fire District for a term of one (1) year or until someone is appointed in his/her place, and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and at least two (2) or more members shall not be employees or officials of the City or the Fire District.
 - 1. The members will be appointed during the January regular meeting of the City Council and the Board of Commissioners.

2. Any vacancy occurring on the Committee during the year may be filled during the year, by appointment of the City Council and confirmed by the Board of Commissioners of the Fire District.
- D. *Charge:* The Joint Advisory Committee shall serve as an advisory committee to the City Council and the Board of Commissioners of the Fire District and is charged with the following responsibilities:
1. Assist the City and the Fire District in adopting land use assumptions; and
 2. Review the Capital Improvements Plan; and
 3. Monitor and evaluate implementation of the Capital Improvements Plan;
 4. File with the Fire District, Fire District Administrator and the City Clerk, at least annually, with respect to the Capital Improvements Plan, a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;
 5. Advise the City Council and the Board of Commissioners of the Fire District of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and
 6. The Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan.
- E. *Joint Advisory Committee Organization:* The Fire District and Fire District Administrator shall staff the Joint Advisory Committee in order to provide the Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].
1. The Joint Advisory Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.
 2. The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.
 3. The Fire District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.
 4. The Committee shall establish a regular meeting schedule.

5. The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City Council and the Board of Commissioners.
 6. Fifty percent (50%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.
 7. A majority vote of those present at any meeting is sufficient to carry motions.
- F. *Reporting:* The Joint Advisory Committee reports directly to the Fire District Board of Commissioners and to the City Council.
- G. *City Council and Fire District Board of Commissioners Review of Committee's Report and Recommendations:* The City Council and the Fire District Board of Commissioners shall each consider the Joint Advisory Committee's recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee's recommendations and the City Council's and Board of Commissioners' actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, so that the Fire District Impact Fee charged to the Development shall not exceed a proportionate share of System Improvements Costs, and that the procedures for administering Fire District Impact Fees remain efficient.

1-18-17: - ENFORCEMENT AND COLLECTION:

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

4. Impose a penalty of five percent (5%) of the total Fire District Impact Fee (not merely the portion dishonored, late or not paid in full) per month beginning on the date at which the payment of the Fire District Impact Fee was due until paid in full.
5. Impose a lien pursuant to the authority of Idaho Code § 67-8213(4) for failure to timely pay a Fire District Impact Fee following the procedures contained in Idaho Code Title 45, Chapter 5.

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

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

1-18-19: - MISCELLANEOUS PROVISIONS:

- A. Nothing in this Chapter shall prevent the Fire District from requiring a Developer to construct reasonable Project Improvements, as are required by the fire codes and other rules that are adopted by the state fire marshal, in conjunction with a Development.
- B. Nothing in this Chapter shall be construed to prevent or prohibit private agreements between property owners or developers, the Idaho Transportation Department and governmental entities in regard to the construction or installation of System Improvements or providing for credits or reimbursements for System Improvements Costs incurred by a Developer including inter-project transfers of

credits or providing for reimbursement for Project Improvements which are used or shared by more than one (1) Development project.

- C. Nothing in this Chapter shall obligate the City to approve Development which results in an Extraordinary Impact.
- D. Nothing in this Chapter shall obligate the Fire District to approve any Development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in this Chapter.
- E. Nothing in this Chapter shall be construed to create any additional right to develop real property or diminish the City in regulating the orderly development of real property within its boundaries.
- F. Nothing in this Chapter shall work to limit the use by the City of the power of eminent domain or supersede or conflict with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.
- G. Nothing herein shall restrict or diminish the power of the City to annex property into its territorial boundaries or exclude property from its territorial boundaries upon request of a developer or owner, or to impose reasonable conditions thereon, including the recovery of Project or System Improvements Costs required as a result of such voluntary annexation.
- H. The Fire District shall develop a plan for alternative sources of revenue, which shall include but not necessarily be limited to plans generated during the Fire District's annual budget process, lobbying efforts, tax increment financing, and implementation of user fees, administrative and regulatory fees and other forms of revenue.
- I. Notwithstanding any other provision of this Chapter, that portion of a Project for which a complete application for a Building Permit has been received by the City, prior to the effective date of this Chapter, shall not be subject to the Fire District Impact Fee imposed by this Chapter. If the resulting Building Permit is later revised or replaced after the effective date of the ordinance codified in this Chapter, and the new Building Permit(s) reflects a development density, intensity, development size or number of units more than ten percent (10%) higher than that reflected in the original Building Permit, then the Fire District Impact Fee may be charged on the difference in density, intensity, development size or number of units between the original and the revised or replacement Building Permit.
- J. Any monies, including any accrued interest not assigned to specific System Improvements within such Capital Improvements Plan and not expended pursuant to section 1-18-12 of this Chapter or refunded pursuant to section 1-18-10 of this

Chapter shall be retained in the same account until the next Fire District fiscal year.

- K. If the Fire District discovers an error in the Capital Improvements Plan that results in assessment or payment of more than a proportionate share of System Improvements Costs on any proposed Development, the Fire District Administrator shall: (a) adjust the Fire District Impact Fee to collect no more than a proportionate share; or (b) discontinue the collection of any Fire District Impact Fees until the error is corrected by ordinance.
- L. If Fire District Impact Fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a Fee Payer shall be refunded by the Fire District within thirty (30) days after the Fire District's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code § 28-22-104 from the date on which the fee was paid. Any amounts underpaid by the Fee Payer shall be paid to the Fire District within thirty (30) days after the Fire District Administrator's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code § 28-22-104 from the date on which the fee was paid. In the case of an underpayment to the Fire District, the Administrator may request the City and the City may withhold issuance of the Building Permits or Development Approval for the project for which the Fire District Impact Fee was paid until such underpayment is corrected, and if amounts owed to the Fire District are not paid within such thirty-day (30) period, the Fire District Administrator may also ask the City to and the City may revoke any Building Permits or Development Approval issued in reliance on the previous payment of such Fire District Impact Fee and refund such fee to the Fee Payer.
- M. The Joint Advisory Committee that was established during the preparation of the Capital Improvements Plan shall continue in existence, and shall by operation of this Ordinance become the Joint Advisory Committee created herein.

1-18-20: - PUNISHMENT:

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

1-18-21: - CONSTRUCTION OF INTENT:

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

**SECTION 2: DATE OF EFFECT AND PUBLICATION**

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

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, THIS _____ DAY OF _____, 2019.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, THIS _____ DAY OF _____, 2019.

CITY OF MIDDLETON

Darin Taylor, *Mayor*

ATTEST:

Becky Crofts, *City Clerk*

4/17/19

CITY OF MIDDLETON
Canyon County, State of Idaho

RESOLUTION _____

BY: _____

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

- Making Findings; and
- Establishing the *Joint Development Impact Fee Advisory Committee* as a Standing Committee and appointing initial members; and
- Directing the City Clerk; and
- Establishing an Effective Date.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Middleton, Canyon County, state of Idaho:

Section 1: Findings

It is hereby found by the City Council that:

- 1.1 The Middleton Rural Fire District's (the "Fire District") boundaries include areas within the city limits of the City of Middleton ("City") and areas outside the City on the north, east and west, and the Fire District provides fire and emergency services within the City; and
- 1.2 The Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 1.3 The City is experiencing and is affected by considerable growth and development; and
- 1.4 The *Idaho Development Impact Fee Act* (the "Act") codified at Chapter 82 of Title 67 Idaho Code provides for:
 - The imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and
 - The promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to

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serve new growth and development; and

- Minimum standards for the adoption of development impact fees ordinances by governmental entities which are authorized to adopt ordinances; and
- The contents of a capital improvements plan and the process to be followed for the adoption of a capital improvements plan.

- 1.5 The City of Middleton is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 1.6 The Act provides at Idaho Code Section 67-8204A, that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for Fire District System Improvements; and
- 1.7 Idaho Code Section 31-1417 provides that the Board of Commissioners of the Fire District has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 1.8 In order to complete the process for the City Council to enter into an intergovernmental agreement with the Fire District and adopt an ordinance to provide for the collection and expenditure of development impact fees for the Fire District, the City Council herein establishes, pursuant to Idaho Code Section 67-8205, the joint development impact fee advisory committee to be known as the "Joint Middleton Rural Fire District Development Impact Fee Advisory Committee" (the "Joint Advisory Committee") herein established with the Fire District Board of Commissioners; and
- 1.9 The City Council herein appoints the Joint Advisory Committee members consisting of not fewer than five (5) of which at least two (2) are active in development, banking, and real estate herein nominated and confirmed; and
- 1.10 The Fire District has retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, who has prepared an impact fee study and capital improvements plan in consultation with the Joint Advisory Committee; and
- 1.11 It is the intent of the City Council to continue the process of establishing the "City of Middleton/Middleton Rural Fire District Joint Development Impact Fee Advisory Standing Committee" in accordance with the provisions of this Resolution and to nominate and confirm its initial members *nunc pro tunc* from May 8, 2017 in coordination with the Board of Commissioners of the Fire District; and

Commented [YLO1]: Is this date correct? And are the names in Section 2.3 still current?

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- 1.12 The provisions of this Resolution, which establish the Joint Advisory Committee, are also included in a similar resolution of the Fire District Board of Commissioners and will be subsequently included by the City Council in the *Middleton Rural Fire District Development Impact Fee Ordinance* (the "City Ordinance"); and
- 1.13 The provisions of this Resolution which establish the Joint Advisory Committee will, following the City Council's adoption of the City Ordinance, be included by Board of Commissioners of the Fire District in the Middleton Rural Fire District's Policy.

Section 2: Establishing the Joint Advisory Standing Committee.

**City of Middleton/Middleton Rural Fire District
Joint Development Impact Fee Advisory Standing Committee**

- 2.1 **Committee Created:** A joint development impact fee advisory committee of the City Council of the City of Middleton and the Board of Commissioners of the Middleton Rural Fire District is established as a standing committee of the City of Middleton.
- 2.2 **Committee Name:** The committee shall be known and designated as the "City of Middleton/Middleton Rural Fire District Joint Development Impact Fee Advisory Standing Committee" (the "Committee").
- 2.3 **Membership:** The initial membership of the Committee are herein appointed by the City Council of the City of Middleton and whose names are herein set forth, as nominated and confirmed by the Board of Commissioners of the Middleton Rural Fire District *nunc pro tunc* from May 8, 2017 and whose terms shall last until the next regular January meeting of the City Council and the Fire District Board of Commissioners or until someone is appointed in his/her place, which ever event occurs last.

The Initial Committee members appointed *nunc pro tunc* from May 8, 2017, as follows:

- | | |
|-------------------|-------------------|
| ➤ Jeremy Fielding | (Land Surveyor) |
| ➤ Kassa Hartley | (Insurance Agent) |
| ➤ Lindsey Browne | (Realtor) |
| ➤ Deb Sandbrough | (Accountant) |
| ➤ Tyler Hess | (Developer) |

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Committee Staffed by:

- Anne Wescott/Galena Consulting
- Victor Islas/Deputy Fire Chief

- 2.3.1** There shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and at least two (2) or more members shall not be employees or officials of the City of Middleton or the Middleton Rural Fire District.
- 2.3.2** The members will be appointed during the regular January meeting of the City Council and confirmed during the regular meeting of the Fire District Board of Commissioners for a term of one (1) year.
- 2.3.3** Any vacancy on the Committee, during the year, shall be filled by appointment by the City Council and confirmed by the Board of Commissioners of the Middleton Rural Fire District.

2.4 Charge: The Committee shall serve as an advisory committee to the City Council of the City of Middleton and the Board of Commissioners of the Middleton Rural Fire District and is charged with the following responsibilities:

- 2.4.1** Assist the City and the Middleton Rural Fire District in adopting land use assumptions; and
- 2.4.2** To prepare and recommend the initial Middleton Rural Fire District study and Capital Improvements Plan; and
- 2.4.3** Review Middleton Rural Fire District Capital Improvements Plan (the "Capital Improvements Plan"); and
- 2.4.4** Monitor and evaluate implementation of Capital Improvements Plan;
- 2.4.5** File with the Middleton Rural Fire District, District Administrator and the City Clerk, at least annually, with respect to the Capital Improvements Plan, a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;
- 2.4.6** Advise the City Council and the Board of Commissioners of the Middleton Rural Fire District of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and

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2.4.7 The Middleton Rural Fire District shall make available to the Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plan.

2.5 Joint Advisory Committee Organization: The Middleton Rural Fire District, District Administrator, shall staff the Committee in order to provide the Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].

2.5.1 The Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.

2.5.2 The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.

2.5.3 The District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.

2.5.4 The Committee shall establish a regular meeting schedule.

2.5.5 The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City Council and the Board of Commissioners.

2.5.6 Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.

2.5.7 A majority vote of those present at any meeting is sufficient to carry motions.

2.6 Reporting: The Committee reports directly to the City Council of the City of Middleton and the Middleton Rural Fire District Board of Commissioners.

2.7 City Council of the City of Middleton and Middleton Rural Fire District Board of Commissioners Review of Committee's Reports and Recommendations: The City Council of the City of Middleton and the Middleton Rural Fire District Board of Commissioners shall each consider the Committee's recommended revision(s) at least once every twelve (12) months. The Committee's recommendations and the City Council's and Board of Commissioners' actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, so that the

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Fire District Impact Fee charged to the Development shall not exceed a Proportionate Share of System Improvements Costs, and that the procedures for administering Fire District Impact Fees remain efficient.

- 2.8 **Ordinance:** The City Council will include the provisions of this resolution in the Ordinance.

Section 3: Directing the City Clerk

- 3.1 The City Clerk is hereby directed to retain this resolution in the official records of the City and to certify a copy thereof and deliver the same to the Secretary of the Middleton Rural Fire District; and
- 3.2 The City Clerk is herein directed to provide an electronic or paper copy of this Resolution to the Mayor, City Council members, the City Treasurer, City Attorney and any personnel of this City who request it.

Section 4: Effective Date

- 4.1 This resolution shall be in full force and effect after its passage and approval *nunc pro tunc* from May 8, 2017.

PASSED BY THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, THIS
____ DAY OF _____, 2019.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, THIS ____
DAY OF _____, 2019.

CITY OF MIDDLETON

Darin Taylor, *Mayor*

ATTEST:

Becky Crofts, *City Clerk*

4/17/19

**CITY OF MIDDLETON
CANYON COUNTY, STATE OF IDAHO**

Certification of Resolution _____

STATE OF IDAHO)
 : ss.
County of Canyon)

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

Dated: _____

Signature of Notary Public

My commission expires: _____

[Seal]

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B

4-17-2019

CITY OF MIDDLETON

RESOLUTION NO. _____

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

- Making certain findings;
-  • Adopting the *Middleton Rural Fire District Capital Improvements Plan*;
- Directing the City Clerk; and
- Setting an Effective Date.

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

Section 1: Findings

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

- 1.1 The Middleton Rural Fire District's (the "Fire District") duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 1.2 The Fire District's boundaries include areas within the City limits of the City of Middleton ("City") and areas surrounding the City on the north, east and west, and the Fire District provides fire and emergency services within the City; and
- 1.3 The City of Middleton is experiencing and is affected by considerable growth and development; and
- 1.4 The *Idaho Development Impact Fee Act* (the "Act") codified at Chapter 82 of Title 67 Idaho Code provides for:
 - the imposition, collection and expenditure of development impact fees in accordance with the provisions of the Act; and
 - the promotion of orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the costs of new public facilities needed to serve new growth and development; and
 - minimum standards for the adoption of development impact fee ordinances by governmental entities which are authorized to adopt ordinances; and
 - The contents of a capital improvements plan and the process to be followed for the adoption of a capital improvements plan.

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- 1.5 The City of Middleton is a governmental entity as defined in the Act at Idaho Code Section 67-8203(14) and, as provided at Idaho Code Section 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas the Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 1.6 The Act provides at Idaho Code Section 67-8204A, that the City, when affected by development, has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for Fire District System Improvements; and
- 1.7 Idaho Code Section 31-1417 provides that the Board of Commissioners of the Fire District has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 1.8 In anticipation and in consideration of the City Council of the City of Middleton adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the Fire District and the City of Middleton have established and appointed, pursuant to Idaho Code Section 67-8205, the Joint Advisory Committee consisting of five members of which at least two (2) are active in development, banking, and real estate; and
- 1.9 Prior to May 14, 2018, the Fire District retained Anne Wescott of Galena Consulting, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the City of Middleton/Middleton Rural Fire District Joint Development Impact Fee Advisory Standing Committee (the "Advisory Committee"); and
- 1.10 On May 14, 2018, Galena Consulting submitted to the Board of Commissioners of the Fire District an Impact Fee Study and Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee as provided in Idaho Code Sections 67-8205 and 67-8206(2) and which Capital Improvements Plan:
 - Adopts land use assumptions based on COMPASS models, real estate market reports, and data provided by the County and projects a 60% increase in the population of the Fire District between 2017 and 2027; and
 - Establishes as Service Units, for purposes of impact fee calculation, residential dwelling units and square feet of nonresidential development; and
 - Projects an increase in Service Units within the County and within the boundaries of the Fire District of 3,700 dwelling units and 620,000 square feet of nonresidential development over the next ten (10) years; and

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- Projects that new growth within the City will require the Fire District to invest in System Improvements to its facilities to maintain its current level of service within the City; and
 - Projects that tax revenues alone will not be sufficient to allow the Fire District to acquire the necessary System Improvements to serve new growth; and
 - Projects that 92% of growth within the City will be residential development and 8% will be nonresidential development; and
 - Based on these projections, calculates that an impact fee in the amount of \$819 for each dwelling unit and \$0.41 for each square foot of nonresidential development is equivalent to each new development's proportionate share of the cost of System Improvements the Fire District will acquire to serve new growth.
- 1.11 On February 11, 2019, the Board of Commissioners of the Fire District approved the form and content of the Capital Improvements Plan and authorized Galena Consulting to present the Capital Improvements Plan to the City Council of the City of Middleton; and
- 1.12 On June 22, 2018, Galena Consulting presented the Capital Improvements Plan to the City Council of the City of Middleton; and
- 1.13 Prior to the adoption of the Capital Improvements Plan, the Fire District Board of Commissioners and the City Council of the City of Middleton, in accordance with Idaho Code Section 67-8206(3), have each published notice and the Fire District held a public hearing on the 11th day of February, 2019, and the City Council of the City of Middleton will hold its public hearing on the ____ day of _____, 2019; and
- 1.14 The Capital Improvements Plan contains all the necessary contents of a capital improvements plan as provided in the Act by Idaho Code Section 67-8208; and
- 1.15 The Fire District has concluded all the process for the adoption of the Capital Improvements Plan as required in the Act by Idaho Code Sections 67-8205 and 67-8206 (3); and
- 1.16 It is in the best interests of the City of Middleton and the Fire District and its patrons that the City Council of the City of Middleton adopts the Capital Improvements Plan.

Commented [YLO1]: These dates are inconsistent. Based on these dates, the CIP was presented to the City before it was authorized by the District.

Section 2: Action of adoption of the Capital Improvements Plan

- 2.1 The City Council of the City of Middleton does hereby adopt the Capital Improvements Plan, a true and correct copy of which is attached hereto and marked Exhibit A and by this reference incorporated herein.

4-17-2019

Section 3: Direction to City Clerk.

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

Section 4: Effective Date.

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

ADOPTED by the City Council of the City of Middleton.

APPROVED:

Dated: _____, 2019

Signed: _____
Darin Taylor, *Mayor*

ATTEST:

I certify that the above Resolution was duly adopted by the City Council of the City of Middleton on _____, 2019 by the following vote:

Ayes: _____
Noes: _____
Absent: _____

By: _____
Becky Crofts, *City Clerk*

4-17-2019

CITY OF MIDDLETON

Certification of Resolution _____

STATE OF IDAHO)
 : ss.
County of Canyon)

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

Dated: _____

Signature of Notary Public

[seal]

My commission expires: _____

R:\Work\Fire District Impact Fee\Middleton Fire\City of Middleton\03 CITY Resolution - Adopt Capital Improvements Plan 4-17-19 lh.docx

4-17-2019

EXHIBIT A
CAPITAL IMPROVEMENTS PLAN

C

CITY OF MIDDLETON

RESOLUTION NO. _____

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

- Making certain Findings;
- Approving and authorizing the Mayor and the City Clerk to execute on behalf of the City Council that certain agreement with the Middleton Rural Fire District entitled "*City of Middleton/Middleton Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements*";
- Directing the City Clerk; and
- Setting an Effective Date.

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

Section 1: Findings

It is hereby found by the City Council that:

- 1.1 As provided in Idaho Code § 31-1417, the Middleton Rural Fire District ("Fire District") Board of Commissioners has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and
- 1.2 Considerable growth within the City of Middleton ("City") has an impact upon the Fire District's ability to service that new growth with the same level of service in reliance upon existing District income sources; and
- 1.3 The Fire District has negotiated with the City of Middleton to use the City's ordinance authority to impose a development impact fee for this Fire District's Systems Improvements; and
- 1.4 As a necessary part of the process of establishing a Fire District development impact fee in addition to the approval of an Ordinance by the City Council, pursuant to Idaho Code § 67-8204A, the Fire District has negotiated the following agreement with the City of Middleton: the *City of Middleton/Middleton Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements* (the "**Intergovernmental Agreement**"); and

- 1.5 Section 2 "Recitals" of the Intergovernmental Agreement sets forth the authority, intentions, purposes, consideration and reasons of the City of Middleton and this Fire District for entering into the Intergovernmental Agreement, and such Recitals are therefore by this reference incorporated herein as if set forth at length.

Section 2: Action authorizing the Mayor and City Clerk to execute the Intergovernmental Agreement

- 2.1 That the Mayor and City Clerk of this City are hereby authorized, as the agents of this City, to execute the Intergovernmental Agreement, a true and correct copy of which is attached hereto and marked Exhibit A and by this reference incorporated herein, and thereby fully bind the City to its terms and conditions upon the same being approved and executed by the Fire District Board of Commissioners.

Section 3: Direction to City Clerk

- 3.1 The City Clerk is hereby directed to retain this resolution in the official records of the City Council and to provide a certified copy of this resolution to the Secretary of the Fire District, and provide a copy to the City attorney.

Section 4: Effective Date

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

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, THIS ____
DAY OF _____, 2019.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, THIS
____ DAY OF _____, 2019.

CITY OF MIDDLETON

Darin Taylor, *Mayor*

ATTEST:

Becky Crofts, *City Clerk*

CITY OF MIDDLETON

Certification of Resolution No. _____

STATE OF IDAHO)
 : ss.
County of Canyon)

I certify that this is a true and correct copy of Resolution No. _____, an original record of the City Council of the City of Middleton, in the possession of Becky Crofts, City Clerk.

Dated: _____

Signature of Notary Public

My commission expires: _____

[seal]

EXHIBIT A

City of Middleton/Middleton Rural Fire District

INTERGOVERNMENTAL AGREEMENT

[Idaho Code § 67-8204A]