

NEW PLYMOUTH CITY COUNCIL  
Regular Meeting Agenda  
September 2, 2025 – 6:00 PM  
New Plymouth City Council Chambers  
215 N Plymouth Avenue

1. Call Meeting to Order – Roll Call
2. Pledge of Allegiance
3. Approval of Minutes – August 18, 2025 (**Action Item**)
4. Approval of Payables - (**Action Item**)
5. Citizen Comments- 3 Minutes Max Per Person- See guidelines below \*\*
6. Mayor & Council Comments- 3 Minutes Max Per Person
7. New Business –
  - a. Appointment of Interim Councilor– (**Action Item**)
  - b. Public Hearing: New Plymouth Fire Impact Fee- To consider the amendment to the City of New Plymouth Comprehensive Plan - (**Action Item**)
  - c. Consideration of adoption by City Council Resolution 2025-06- Approving the New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan Final Report March 4, 2025.- (**Action Item**)
  - d. Consideration of adoption by City Council of Findings of Fact, Conclusion of Law and Decision-to amend the City's Comprehensive Plan. – (**Action Item**)
  - e. Consideration of adoption by City Council Resolution 2025-07 amending the City of New Plymouth Idaho Comprehensive Plan- (**Action Item**)
  - f. Consideration of Adoption by City Council Ordinance # 431- New Title XIII (13) Municipal Code of the City of New Plymouth: The City of New Plymouth Development Impact Fee Ordinance- (**Action Item**)
  - g. Comp Plan Update– Discussion

Department Reports

- a. Engineering Status Report
- b. Payette County Sheriff Report

8. Adjournment – (**Action Item**)

**\*\*CITIZEN COMMENTS**

This time is reserved for the public to address their elected officials regarding concerns or comments they would like to provide to the City Council regarding

subjects not on the agenda. At times, the City Council may seek comments/opinions regarding specific City matters during this allotted time. This is not a time slot to give formal testimony on a public hearing matter, or comment on a pending application or proposal.

Any person needing special accommodation to participate in the above-mentioned meeting should contact New Plymouth City Clerk's Office at 215 N. Plymouth or phone 278-5338

Posted August 29, 2025, by: Marianne Gatchell

New Plymouth City Council Meeting Minutes  
MONDAY  
August 18, 2025  
6:00 P.M.  
New Plymouth City Council Chambers

On the 18<sup>th</sup> of August 2025, the New Plymouth City Council meeting was called to order at 6:00 P.M.

Pledge of allegiance.

Roll call was taken with councilors Davis, Hughes, Evans, and Mayor Martinez present.

Staff members in attendance were City Clerk Marianne Gatchell, City Treasurer Stephanie Johnson, Public Works Superintendent Beau Ziemer, City Engineer Andy Gehrke, City Attorney Jill Holinka and Librarian Melanie Cope present.

August 4<sup>th</sup>, 2025, City Council Minutes

**Councilor Davis moved to approve the minutes from August 4<sup>th</sup>, 2025, City Council Meeting with the amendment of vote on agenda item g. Davis, yes. Hughes, no. Councilor Evans seconded the motion. All in Favor. Motion carried.**

Claim Approvals

**Councillor Evans moved to approve the claims for August 18<sup>th</sup>, 2025, in the amount of \$48,913.54. Councillor Hughes seconded the motion. Roll call vote. All in Favor. Motion carried.**

Citizen Comments

Toni Blacketter-5187 SE 1<sup>st</sup> Ave NP- Asked that we please use the microphones during the meeting.

Mayor & Council Comments

Councillor Evans suggested that we let the dust settle. In the military there is a saying “Slow is Smooth and Smooth is Fast”. I suggest we be methodical on making decisions.

New Business

- a. Self-Recognition of Open Meeting Law Violation- Interim Mayor Martinez commended Virginia Barton and Councilor Evans for bringing this violation to his attention. We want to be accountable to the people. By correcting this action that is us doing the right thing. City Attorney Jill Holinka explained the violation. Idaho Statute 59-909 is what was handled incorrectly in the previous meeting. Allowing Lisa Grace to break the tie after she had resigned from mayor was incorrect.
- b. Recission of Interim Mayor Appointment- In effort to make things right Ron Martinez is rescinding his appointment to Interim Mayor. With this action he goes back to being Council President.  
**Councilor Davis moved to accept the recission of Ron Martinez as Interim Mayor. Councilor Evans seconded the motion. All in favor. Motion carried.**
- c. Deem Surplus Items for Auction – City Clerk Gatchell explained to the council that these items Superintendent Beau Ziemer has chosen to send to auction. These items are the last three items on the list of Auctioned Items.  
**Councilor Hughes moved to approve the Deemed Surplus Items for Auction. Councilor Evans seconded the motion. All in favor. Motion carried.**
- d. Public Hearing FY2025-26 Budget-  
**Councilor Evans moved to open the Public Hearing for FY2025-26 Budget. Councilor Davis**

**seconded the motion. All in favor. Motion carried. Public Hearing open 6:15 pm**

City Treasurer Stephanie Johnson said there are not a lot of changes from the Preliminary Budget. I received the numbers from Payette County on our revenue sharing. When you are working on the budget you estimate a tad higher to make sure you have enough to take that full 3% in property taxes. If you don't estimate higher and we get the full amount, we can't go back and take it later. We estimated a tad high, which was approximately \$6000.00 over. Stephanie said to me this, being the first time doing the budget I consider this a win. We feel that we can find ways to make up for that difference within the administration budget. The Budget as presented takes the annual 3% on levies. Councilor Evans had questions about wages and raises. Will the treasurer and city clerk be taking an additional raise? Treasurer Johnson replied, no. What is included is the standard 3% COLA raise, given to all the staff. Councilor Hughes had a question about engineering costs. Asking what the additional \$5000.00 discrepancy is. Is that part of the emergency fund? Treasurer Johnson confirmed that it is part of the emergency fund.

Open to public comments.

Dale Williamson- 510 E Idaho St NP- He was wanted to know what is the total budget? Treasurer Johnson answered with the amount of \$3,568,626. It is located on the last page of the budget.

Penny Kovick- 4157 NW 1<sup>st</sup> Ave NP- I am on the Planning & Zoning Commission. I have questions about the budget. Asked about the prosecuting attorney being paid \$12,000.00 and our city attorney paid \$18,000.00. Why do we pay two attorneys? City Attorney Holinka answered that most cities have two attorneys, one for prosecuting and one for the other city business. Jill said that it depends on the abilities of your city attorney. I am not a skilled prosecutor, so I wouldn't be handling any criminal cases. A question on the P&Z budget operations \$0 and publishing \$0. P&Z hasn't been able to make any changes of ordinances. Evans said that she has a concern about that as well. There were a lot of changes that happened after we took office. Things that took precedence over things like ordinances. Kovick asked about the funding for operations and publishing, as well as the funding for Comp Plan. City Clerk explained that the Comp Plan of \$50,000 is included in this year's budget. The printing costs for P&Z are covered in line items for publishing and printing in the administration budget. Some of those costs do come from the fees for the applications. Councilor Davis added the previous mayor said once the comp plan is completed, we would start to focus on the ordinances. Councilor Evans added that she feels it is important to work on the updating of ordinances as well. She would like to get this done before the end of the year when a new office will take over. Councilor Martinez has this on his list of things to start chipping away on. Kovick asked about the wages for clerk, treasurer and deputy clerk. Clarification on how the wages are paid by PW Superintendent Ziemer & Treasurer Johnson. The wages are split between multiple funds, as positions within the city do work for multiple funds. The wages include hourly wage plus the benefit package. The library fund has increased as the librarian will become a full-time. Kovick ended saying she just wants what is best for this city.

Virginia Barton- 205 W Canal NP- She appreciates the owning of mistakes and admires that we went forward with correcting the issue. She is bringing up transparency with payroll. She gave the council and staff a handout of general wages for clerk/treasurer off the web. She believes we are paying our clerk and treasurer \$90,000. The council is the policy making body. How do we have the changes with the deputy clerk, which is now a part-time job with no benefits. How we have a change in the library for a full-time librarian. This was not done in a public meeting. She shows state averages for certified clerks are between \$36,000-\$41,000. Our staff is not certified. We need a training budget for our staff. No references for impact fees, changes in law enforcement. Previous mayor said we don't need more law enforcement. Although our comp plan survey says we are concerned about law enforcement, code violations, and traffic enforcement. Councilman Davis said that we don't control the sheriff's office and what they do. Barton said we need to pay more. It is up to the council to make them do more. If we don't respond to public interest, we aren't putting anything in the budget to allow them to do more. Councilmember Martinez said

he will meet with the sheriff to address these issues. Barton said it isn't addressed in the budget. When we pass the budget, we are locked in for what we have for the next year. Barton does not find this satisfactory. Martinez thanked her for her comments.

**Councilor Hughes moved to close the FY2025-26 Budget Public Hearing. Councilor Davis seconded the motion. All in favor. Motion carried. Close Public Hearing 7:03 pm.**

- e. Approval of FY2025-26 Budget Ordinance 230- AN ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, APPROPRIATING THE SUM OF \$3,568,726 TO DEFRAY THE EXPENSE AND LIABILITIES OF THE CITY OF NEW PLYMOUTH, IDAHO FOR SAID FISCAL YEAR, AUTHORIZING A LEVY OF SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE.

Treasurer Johnson said tonight she is looking for approval of the FY2025-26 Budget Ordinance 230. Councilor Evans asked if the budget could be amended after approval? City Attorney Jill Holinka said that budgets can be amended, it takes going through the same process as tonight with public hearing notice. Typically, it is only done for unexpected expenditure or revenue.

**Councilor Evans moved to approve FY2025-26 Budget Ordinance 230 with the ability to amend if something comes up and more information comes to light.** Councilor Davis asked city clerk where the training money has come from in the past, has there been a specific budget for this? Clerk Gatchell said yes, we have a training line item in our budget. Typically, the training we receive is through AIC and ICCTFOA, which is a yearly conference we attend. We also have our financial software Black Mountain, which is a service we already pay for. If our treasurer wanted to receive additional accounting certification, the council would want to approve of this separately as that could be quite pricey. Davis, clarification so everyone in here knows, have you in the past year taken any of those training courses online that we are paying for? Clerk Gatchell explained that I use black mountain relentlessly. We in the office contact them often. I have watched modules through AIC and have called them for assistance with things I am not sure about or just need additional instruction on. I am hoping this year that both Stephanie and I will be able to attend ICCTFOA. But it might be more important in my opinion and perhaps the councils to have our new treasurer attend the ICCTFOA conference. If the council would like me to do additional training, I would have no problem with that. Treasurer Johnson added that she does have some background as a graduate of University of Idaho with a bachelor's degree. She also just finished up the 9-course training with AIC online through BSU for clerks and treasurers. She is putting together the paperwork to receive her ICCTFOA certification. So, I am not without my own credentials. Councilmember Davis said now the public knows that the staff get trained at different times during the year. Beau Ziemer added that the clerk's association doesn't offer a state license certification. Like our guys, we must be state certified on multiple levels which takes many years. The clerks/treasurers get paper accreditation, but it isn't a state or national accreditation. Councilmember Martinez said that in the future we can look into creating a line item for additional accreditation for our staff. **Councilor Davis seconded the motion. All in favor. Motion carried.**

**Councilor Davis moved that we dispense with the rule requiring ordinances to be read on three separate days and one in full, and that the ordinance be read once by title one. Councilor Evans seconded the motion. Roll call vote. Councilor Davis, aye. Councilor Hughes, aye. Councilor Evans, aye. Councilor Martinez, aye. Treasurer Johnson read aloud FY2025-26 Budget Ordinance 230. Motion carried. Councilor Davis moved to approve the ordinance. Councilor Martinez seconded the motion. Roll call vote. Councilor Davis, yes. Councilor Hughes, yes. Councilor Evans, yes. Councilor Martinez, yes. Motion carried.**

- f. Executive Session 74-206 (1) (b) and (f)- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**Councilor Evans moved to enter Executive Session for the reasons specified on the agenda.**

**Councilor Davis seconded the motion. Roll call vote. Councilor Davis, yes. Councilor Hughes, yes. Councilor Evans, yes. Councilor Martinez, yes. 7:17 pm.**

**Councilor Davis moved to exit Executive Session. Councilor Hughes seconded the motion. Roll call vote. Councilor Davis, yes. Councilor Hughes, yes. Councilor Evans, yes. Councilor Martinez, yes. Motion carried. Exit 8:09 pm.**

- g. Items requiring decisions from Executive Sessions-

**Councilor Davis moved to approve Severance Agreement for Employee A. Councilor Martinez seconded the motion. Roll call vote. Councilor Davis, yes. Councilor Hughes, yes. Councilor Evans abstained from voting for personal reasons. Councilor Martinez, yes. Motion carried.**

- h. Nomination for Interim Mayor.

**Councilor Evans moved to appoint Ron Martinez as Interim Mayor. Councilor Hughes seconded the motion. Roll call vote. Councilor Davis, yes. Councilor Hughes, yes. Councilor Evans, yes. Motion carried.** Oath of office given to Mayor Martinez by City Clerk Marianne Gatchell.

#### Department Reports

Library Report- Librarian Melanie Cope said it's been a great month, Summer Reading Program finished in July, we had a record number of people come through the door.

#### Adjournment

**Councilor Evans moved to adjourn the meeting. Councilor Hughes seconded the motion. Motion carried by voice vote.**

The meeting adjourned at 8:15 P.M.

Approve:

Attest:

\_\_\_\_\_  
Ron Martinez, Council President

\_\_\_\_\_  
Marianne Gatchell, City Clerk

## CITY OF NEW PLYMOUTH

## Claim Approval List

For the Accounting Period: 9 / 25

Claim	Vendor Name	Description
\$27,476.54	PAYROLL 8/22/2025	
8,178.65	HECO Engineers	2022 DEV REVIEW - THE HAMPTONS
	HECO Engineers	HARVEST CREEK NO. 2
	HECO Engineers	GOOD LANE EAST DEVELOPMENT
	HECO Engineers	PILGRIMS COVE SUBDIVISION
	HECO Engineers	NORTHWEST EQUINE EXPANSION
18.75	LINDSAY ECO WATER	CITY HALL WATER
850.00	TREE MAINTENANCE	CLEAN UP DOWN TREES
594.84	VALLI INFORMATION SYSTEMS BDS	SEWER
	VALLI INFORMATION SYSTEMS BDS	WATER
314.00	ADVANCED CONTROL SYSTEMS	SCADA
	ADVANCED CONTROL SYSTEMS	SCADA
190.00	IRWA SUPPORT SERVICES, LLC	ANNUAL CONSUMER CONFIDEN REPOR
183.75	POSEY, RYAN	TROUBLESHOOTING COMPUTERS 5 HO
	POSEY, RYAN	TROUBLESHOOTING COMPUTERS 3.75
	POSEY, RYAN	TROUBLESHOOTING COMPUTERS 3.5
77.00	COPE, MELANIE	TRAVEL REIMBURSEMENT
129.64	PIPECO, INC	PARKS
	PIPECO, INC	WELL 9
315.00	THOMAS MOBILE REPAIR, LLC	SEWER 2005 GMC 2500
	THOMAS MOBILE REPAIR, LLC	WATER 2005 GMC 2500
	THOMAS MOBILE REPAIR, LLC	STREETS 2005 GMC 2500
10,209.71	HARDIN SANITATION	JULY PICK UP - CITY 10%
<b>\$48,537.88</b>		

07.22.25

**MEETING AGENDA NOTICE NEW PLYMOUTH CITY COUNCIL  
COMMISSIONERS NEW PLYMOUTH FIRE PROTECTION DISTRICT  
Sept 2<sup>nd</sup>, 2025 at 6:00 p.m. New Plymouth City Hall 215 No. Plymouth Ave.  
New Plymouth, Idaho**

**CALL TO ORDER OPEN SESSION CITY COUNCIL ROLL CALL**

- **Receive meeting posting and public hearings publication reports /City Clerk**

**Public Hearing 1 City Council:** To consider an amendment to the *City of New Plymouth Idaho Comprehensive Plan (March 2002)* by:

- Amending and updating of the *Fire and Safety* section of the *Public Services And Utilities Element* at page 54, to read as follows:

~~The City has a fire protection Class 6 rating (classes are rated between 1 and 10 with a rating of 1 being the best). The Fire Department is volunteer based and comprised of eighteen volunteers and five reserve firefighters. The Fire Department has one fire truck, and the rural fire district has six fire trucks. The City and Rural Fire District have a written Mutual Aid Agreement. The Fire Department is located at City Hall. Fire protection services are provided within the City of New Plymouth by the New Plymouth Fire Protection District. In addition, the Fire District also serves, within its boundaries, areas within unincorporated areas of Payette County. The Fire District's personnel, equipment and fire station are based in the City. It is important that the New Plymouth Fire Protection District will be able to continue to provide fire protection and basic life support services in spite of future growth. The City has the authority to enter into an intergovernmental agreement with the Fire District, as authorized by Idaho Code Section 67-8204A, for the purpose of agreeing to the collection and expenditure of development impact fees to assure that new development pays for its impact on Fire District facilities and services.~~

- Amending and updating of the *Goal: Provide adequate fire department necessities including men, equipment and training* heading and adding a new part 4 to the Policy stated thereunder at page 56, to read as follows:

GOAL: Provide adequate fire ~~department~~-district necessities including personnel, equipment and training.

POLICY: by adding new part 4 to read:

*4. Require those who benefit from new growth and development pay [development impact fees] their Proportionate Share of the costs of new Fire District Public Facilities needed to serve that new growth and development.*

- Amending by the addition of the *New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan Final Report March 4, 2025* to be appended to the Comprehensive Plan as Appendix A.

**Public Hearing 2 City Council:** To receive comments regarding the City Council's intent to consider adoption of the *New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan (Final Report – March 4, 2025* (the "Capital Improvements Plan").

**Public Hearing City Council and Fire District Commissioners 3:** To receive comments regarding the City of New Plymouth City Council's and the New Plymouth Fire Protection District Board of Commissioners' intent to make a decision to impose the below described **new development impact fees**:

- A. **New fee summary – City of New Plymouth:** The Fire District Board of Commissioners intend to establish the following new Fire District Development Impact Fees within the boundaries of the City of New Plymouth:

<b>New Plymouth Fire Protection District Development Impact Fees</b>	<b>Proposed New Fee</b>
Impact Fee – New Residential (per Single Family Dwelling unit)	\$1,237.00 per unit
Impact Fee – New Residential (per Multi-Family Dwelling unit)	\$ 728.00 per unit
Impact Fee – New Non-Residential (per 1000 retail square feet)	\$3,645.00
Impact Fee – New Non-Residential (per 1000 office square feet)	\$1,405.00
Impact Fee – New Non-Residential (per 1000 industrial square feet)	\$ 631.00
Impact Fee – New Non-Residential (per 1000 Institutional square feet)	\$1,396.00

**Public Hearing 4 City Council:** To receive comments regarding the City of New Plymouth City Council's intent to consider the adoption of the City of New Plymouth Development Impact Fee Ordinance for the purpose of imposing development impact fees for the New Plymouth Fire Protection District's systems improvements as set forth above and as identified in its Capital Improvements Plan.

07.22.25

**NEW BUSINESS AGENDA (ACTION ITEMS)**

**Consideration of adoption by City Council Resolution No. 2025-06** Approving the *New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan Final Report March 4, 2025.*

**Consideration of adoption by City Council of the Findings of Fact, Conclusions of Law and Decision** to amend the City's Comprehensive Plan.

**Consideration of adoption by City Council Resolution No. 2025-07** amending the *City of New Plymouth Idaho Comprehensive Plan (March 2002).*

**Consideration of Adoption by City Council Ordinance New Title XIII (13) Municipal Code of the City of New Plymouth:** The *City of New Plymouth Development Impact Fee Ordinance.*

**ADJOURN ALL JOINT MEETINGS**



**City of New Plymouth  
City Clerk**

**215 N. Plymouth Ave.  
New Plymouth, Idaho 83655  
(208) 278-5338**

**Comprehensive Plan  
Amendment Application  
Requiring Public Hearing**

**APPLICANT: New Plymouth Fire Protection District PO Box 219 New Plymouth, ID 83655**

□ **Text Amendment to Section:** This is an application to: amend to the *City of New Plymouth Idaho Comprehensive Plan (March 2002)* by:

- Amending and updating of the *Fire and Safety* section of the *Public Services And Utilities Element* at page 54, to read as follows:

The City has a fire protection Class 6 rating (classes are rated between 1 and 10 with a rating of 1 being the best). The Fire Department is volunteer based and comprised of eighteen volunteers and five reserve firefighters. The Fire Department has one fire truck, and the rural fire district has six fire trucks. The City and Rural Fire District have a written Mutual Aid Agreement. The Fire Department is located at City Hall. Fire protection services are provided within the City of New Plymouth by the New Plymouth Fire Protection District. In addition, the Fire District also serves, within its boundaries, areas within unincorporated areas of Payette County. The Fire District's personnel, equipment and fire station are based in the City. It is important that the New Plymouth Fire Protection District will be able to continue to provide fire protection and basic life support services in spite of future growth. The City has the authority to enter into an intergovernmental agreement with the Fire District, as authorized by Idaho Code Section 67-8204A, for the purpose of agreeing to the collection and expenditure of development impact fees to assure that new development pays for its impact on Fire District facilities and services.

- Amending and updating of the *Goal: Provide adequate fire department necessities including men, equipment and training* heading and adding a new part 4 to the Policy stated thereunder at page 56, to read as follows:

**GOAL:** Provide adequate fire ~~department~~ district necessities including personnel, equipment and training.

**POLICY:** by adding new part 4 to read:

4. *Require those who benefit from new growth and development pay [development impact fees] their Proportionate Share of the costs of new Fire District Public Facilities needed to serve that new growth and development.*
- Amending by the addition of the *New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan* Final Report March 4, 2025 to be appended to the Comprehensive Plan as Appendix A.

**APPLICANT:**

New Plymouth Fire Protection District /  
Representative: Dana Logan Secretary and Wm. F. Gigray, III Attorney  
Mailing Address: PO Box 219, New Plymouth ID 83655/ Phone (208) 278-5519  
E-mail: wfg@whitepeterson.com  
E-mail: nprfpd@outlook.com

**DECLARATION OF WM. F. GIGRAY, III  
IN SUPPORT OF NEW PLYMOUTH FIRE PROTECTION DISTRICT'S APPLICATION TO AMEND THE  
CITY OF NEW PLYMOUTH IDAHO COMPREHENSIVE PLAN (2002)**

1. I am Wm. F. Gigray, III legal counsel and attorney (Idaho State Bar License No. 1435) representing the Applicant New Plymouth Fire Protection District which is a fire protection districts organized and existing pursuant to chapter 14 of Title 31 Idaho Code.
2. I have personal knowledge of the facts referenced herein.
3. The Applicant is making this Application in its pursuit of establishing development impact fees with the City of New Plymouth pursuant to the following intergovernmental agreement it entered into with the City as provided by Idaho Code Section 67-8204A: *City of New Plymouth and New Plymouth Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements* (a true and correct copy is attached to this Application marked Exhibit I-1) (the "New Plymouth Intergovernmental Agreement").
4. Pursuant to the New Plymouth Intergovernmental Agreement the *New Plymouth Fire Protection District Development Impact Fee Advisory Committee* (the "New Plymouth Advisory Committee") was formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205. The New Plymouth Advisory Committee met and has recommended to the Commissioners of the New Plymouth Fire Protection District and the City of New Plymouth City Council the approval of the *New Plymouth Fire Protection District Capital Improvement Plan and Development Impact Fee Study March 4, 2025* (a true and correct copy is attached to this Application marked Exhibit C-1).
5. Pursuant to the New Plymouth Advisory Committee's Report Form dated March 4, 2025 (a true and correct copy is attached to this Application marked Exhibit F-2) the New Plymouth Fire Protection District Board by Resolution No. 2025-01, dated April 21, 2025 (a true and correct copy is attached to this Application marked Exhibit F-1) approved the *New Plymouth Fire Protection District Capital Improvement Plan and Development Impact Fee Study March 4, 2025*.
6. Idaho Code Section 67-8208 (1) requires that the *New Plymouth Fire Protection District Capital Improvement Plan and Development Impact Fee Study March 4, 2025* (the Applicant's Capital Improvement Plan) be included as an element of the City's Comprehensive Plan.
7. The Applicant's Capital Improvement Plan contains the following information which is in support of this application:

**Summary of Capital Improvements Plan's Contents**

Outlines the planning and financing of Fire District's infrastructure needed to support future development within its respective service areas.

**Assessment of Existing Fire District's Facilities** – A general description of current fire district facilities, any existing deficiencies, and a cost and funding plan to address those deficiencies through upgrades, expansions, or replacements.

**Funding Commitments** – A statement of the fire district's commitment to use other available revenue sources, where feasible, to remedy existing deficiencies.

**Capacity and Usage Analysis** – An evaluation of current fire district facility capacity, usage levels, and existing commitments, prepared by a qualified professional.

**Land Use Assumptions** – A description of the projected land uses that form the basis of the plan.

**Service Unit Metrics** – A table defining service units and equivalency factors across land use categories (residential, commercial, agricultural, industrial).

**Planned Fire District's System Improvements** – A detailed description of system improvements needed to serve new development, including costs, based on adopted levels of service.

**Service Unit Projections** – Estimates of new service units generated by projected development, calculated using standard planning or engineering methods.

**Future Demand Forecast** – Projected demand for improvements over a time horizon not to exceed 20 years.

**Funding Sources** – Identification of all available and anticipated revenue sources to finance the improvements.

**Construction Schedule** – A timeline showing estimated start and completion dates for each system improvement in the plan.

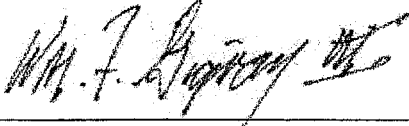
**Summary of Maximum Supportable Fire District Development Impact Fees per land use.**

8. The Fire District impact fee schedules for the Applicant is stated in the Summary of Maximum Supportable Development Impact fees in each Capital Improvement Plan which will apply to all area within the City.
9. The purpose of the Applicant's development impact fees is to provide for funding of fire district facilities designed in its Capital Improvement Plan required by new growth in order to assist the fire district to maintain its level of service. +
10. I drafted, with the approval of the Applicant, the language for the proposed amendment of the City's Comprehensive Plan.
11. Attached is the following map of New Plymouth Fire Protection District (Application Exhibit 11) copied from the National Interagency Fire Center on line Rural Fire Dept Boundary @: <https://nifc.hub.arcgis.com/datasets/nifc:rural-fire-dept-boundary-1/explore?location=48.453948%2C-116.111591%2C6.00>
12. The New Plymouth Fire Protection District has entered into an intergovernmental agreement with Payette County and obtained fire district development impact fees with Payette County and both.

05.23.2025

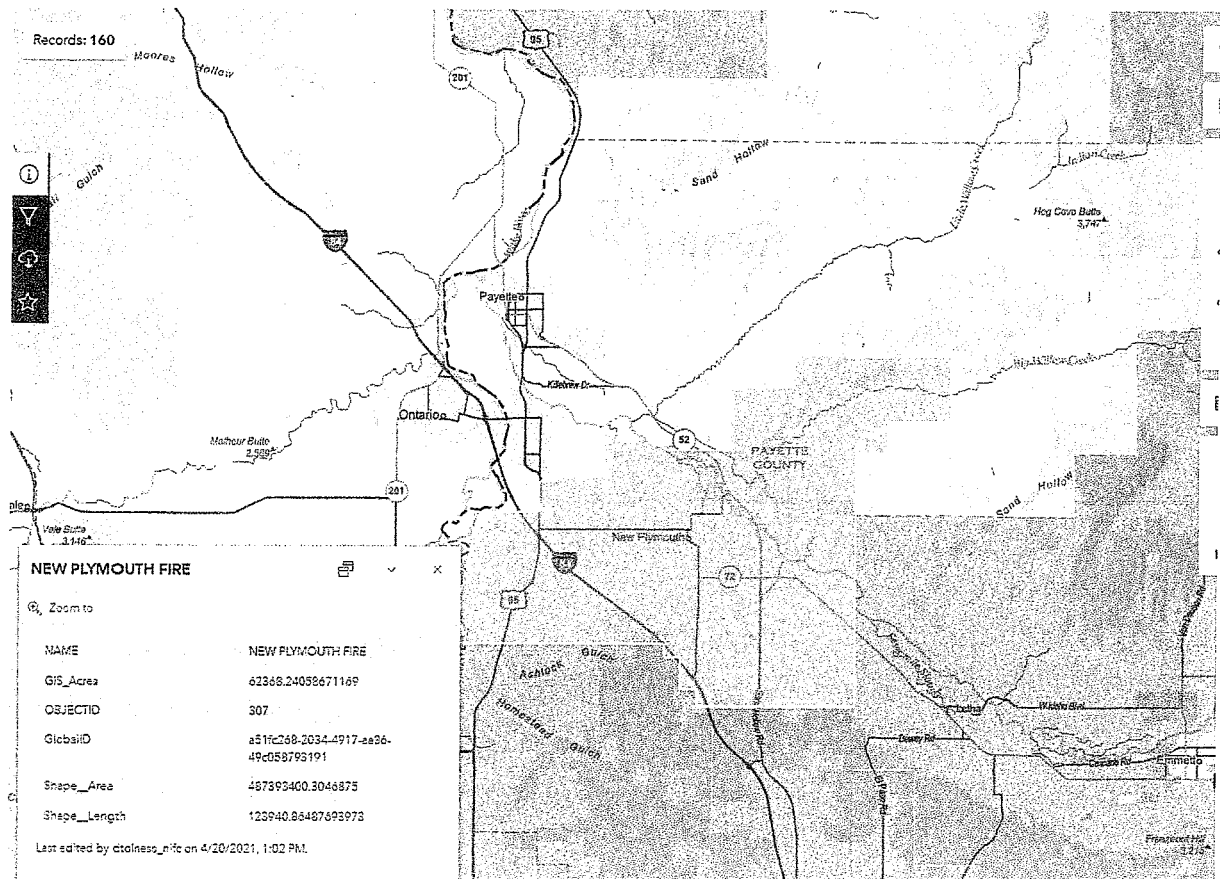
I certify under penalty of perjury pursuant of the laws of the state of Idaho and the United States of America that the foregoing is true and correct.

DATED this 23nd day of May, 2025.

A handwritten signature in black ink, appearing to read "Wm. F. Gigray, III", written over a horizontal line.

Wm. F. Gigray, III

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**EXHIBIT****I-1**

**CITY OF NEW PLYMOUTH AND NEW PLYMOUTH FIRE PROTECTION DISTRICT  
INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT FOR THE  
COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR FIRE  
DISTRICT SYSTEM IMPROVEMENTS**

[Idaho Code §§ 67-8204A & 67-2328]

**Parties to Agreement:**

<b>City of New Plymouth</b>	<b>City</b>	<b><u>City Hall:</u></b> 215 N. Plymouth Ave. New Plymouth, ID 83655 <b><u>Mailing Address:</u></b> P.O. Box 158 New Plymouth, ID 83655
<b>New Plymouth Fire Protection District</b>	<b>Fire District</b>	<b><u>Physical Address:</u></b> 328 Southeast Avenue New Plymouth, ID 83655 <b><u>Mailing Address:</u></b> P.O. Box 219 New Plymouth, Idaho 83655

**THIS INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT** (the "Agreement") is entered into by and between City of New Plymouth (City) and New Plymouth Fire Protection District ("Fire District") as an Intergovernmental Agreement as provided for in Idaho Code §67-8204A.)

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

## SECTION 1 DEFINITIONS

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

- 1.1 **Act:** Means and refers to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code as it may be amended or restated from time to time.
- 1.2 **Advisory Committee:** Means and refers to the *New Plymouth Fire Protection District Development Impact Fee Advisory Committee* formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions, or updates of the same.
- 1.3 **Agreement:** Means and refers to this *City of New Plymouth and New Plymouth Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*.
- 1.4 **Capital Improvements Plan:** Means and refers to the most recent *Impact Fee Study and Capital Improvements Plan*, adopted by the City and the Fire District pursuant to the Act which defines the Fire District's Service Area.
- 1.5 **Capital Projects Fund:** Means and refers to the Fire District Development Impact Fee City of New Plymouth Capital Projects Trust Fund established by the Fire District pursuant to the Ordinance and pursuant to Idaho Code § 67-8210(1).
- 1.6 **City:** Means and refers to *City of New Plymouth, Idaho*, Party to this Agreement.
- 1.7 **Fire District:** Means and refers to *New Plymouth Fire Protection District*, Party to this Agreement.
- 1.8 **Fire District Board:** Means and refers to the Board of Commissioners of the Fire District.
- 1.9 **Ordinance:** Means and refers to the *New Plymouth Fire Protection District Development Impact Fee Ordinance* codified at Title XIII Municipal Code of the City of New Plymouth, together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.10 **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.
- 1.11 **Service Area:** Means and refers to a service area as defined in the Act at Idaho Code § 67-8203(26).
- 1.12 **System Improvements:** Means and refers to capital improvements to public facilities City of New Plymouth and New Plymouth Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements

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designed to provide service to a service area as defined in the Act at Idaho Code § 67-8203(28).

## **SECTION 2 PURPOSES & AUTHORITY**

- 2.1 The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvement Plan and the Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the City and within the boundaries of the Fire District which are not within a city, and to further the best interest of the Parties.
- 2.2 Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code.
- 2.3 Idaho Code § 67-8204A provides that the City 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 when they are jointly affected by development.
- 2.4 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.
- 2.5 The City is experiencing considerable growth and development, and the City and Fire District are both affected by said development.
- 2.6 The City Council, subject to providing published notice and conducting a public hearing, will adopt the Ordinance, which is intended and does provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code § 67-8205, the Advisory Committee consisting of at least five (5) members, two (2) shall be members of the local community and residence within the Service Area who are active in development, banking, or real estate; and
- 2.7 Fire District will provide the City with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee appointed by Fire District as provided in Idaho Code §§ 67-8205 and 67-8206(2).
- 2.8 Adoption of the Capital Improvements Plan by the City of New Plymouth City Council and the Fire District Board, subject to providing published notice and conducting a public

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hearing, will be in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable.

- 2.9. That by reason above stated, the Parties have determined it is necessary and desirable to enter into this Agreement.

### SECTION 3 CAPITAL PROJECTS FUND

- 3.1 **Capital Projects Fund Name:** The Fire District shall establish and maintain the Capital Projects Fund entitled *City of New Plymouth/New Plymouth Fire Protection District Development Impact Fee Capital Projects Fund*; and
- 3.2 **Deposits to the Capital Projects Fund Accounts:** Fire District development impact fees collected by the City pursuant to the Ordinance and transferred to the Fire District shall be maintained by the Fire District and deposited to the accounts in the Capital Projects Fund; and
- 3.3 **Interest Bearing Capital Projects Fund Accounts:** The Fire District shall establish Capital Projects Fund accounts as the *City of New Plymouth/New Plymouth Fire Protection District Development Impact Fee Capital Projects Fund* accounts (the "Capital Projects Fund Account(s)") as interest-bearing Accounts; and
- 3.4 **Capital Projects Fund Accounts Accounting:** The Fire District shall account for the Capital Projects Fund Accounts as follows:
- 3.4.1 Establish a separate accounting for each collected and transferred Impact Fee by the designation of the year, month, and date the Impact Fee was collected by the City, the name of the fee payer, and the identification of the real property which is the subject of the collection of the Impact Fee including the name of the subdivision, the lot #, and the block #, or the City Assessor parcel number (i.e. 24/11/1- Smith – \_\_\_\_\_ View Subdivision No. 1, Lot \_\_\_, Block \_\_\_ or County Assessor's Parcel No. \_\_\_\_\_); and
- 3.4.2 Each separate accounting shall be additionally designated; in the event it was paid under protest (i.e., UP) or is the subject of a claim for refund or reimbursement (i.e., CR); and
- 3.4.3 All Impact Fees in all Capital Projects Fund Accounts shall be maintained in interest-bearing accounts. The interest earned on each account, pursuant to Idaho Code § 67-8210(1) shall not be governed by Idaho Code § 57-127 and as amended and shall be considered funds of each account and shall be subject to the same restrictions on uses of collected Impact Fees on which the interest is generated; and
- 3.4.4 *First-in/First-out.* All Impact Fees in each account shall be spent in the order collected, on a first-in/first-out basis; and

- 3.4.5 Financial Records.** Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, account for all Impact Fees monies received, ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and provide an annual accounting of the Capital Projects Fund account showing the source and amount of all Impact Fees collected and the projects that were funded.
- 3.5 Capital Projects Fund Accounts Audit:** The Fire District shall perform and prepare an audit as an annual report: (a) describing the amount of all Impact Fees received, 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 Impact Fees collected, appropriated, or spent for System Improvements during the preceding fiscal year under the System Improvements category of public facility and the Service Area. A copy of this audit shall be provided to the City; and
- 3.6 Capital Projects Fund Accounts Expenditures:** Distribution from the Capital Projects Fund, except for a Fee Payer Reimbursement or Fee Payer Refund made pursuant to the City Ordinance and this Agreement, shall be in accordance with Idaho Code § 67-8210.

#### **SECTION 4 ADVISORY COMMITTEE ADMINISTRATION AND STAFFING**

- 4.1 City of New Plymouth/New Plymouth Fire Protection District Development Impact Fee Advisory Standing Committee; Name and Membership; Officers.** There is herein established the *New Plymouth Fire Protection District Development Impact Fee Advisory Committee* as provided in this Section.
- 4.1.1 Advisory Committee Name and Membership.** Members shall be appointed by the New Plymouth Fire Protection District Board of Commissioners with notice of appointment to the City of New Plymouth City Council for a term of one (1) year or until a successor is appointed in his/her place., and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development or real estate, and at least two (2) or more members shall not be employees or officials of the City or Fire District, and all members must reside within the boundaries of the Service Area.
- 4.1.2 Charge.** The Advisory Committee shall serve as an advisory committee to the City of New Plymouth City Council and to the Fire District Board, and is charged with the following responsibilities:
- 4.1.2.1** Assist the City and Fire District in adopting land use assumptions, review the Capital Improvements Plan, and monitor and evaluate implementation of the Capital Improvements Plan;
- 4.1.2.2** File with the Fire District Administrator and the City of New Plymouth City

Council, 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;

**4.1.2.3** Advise the City of New Plymouth City Council and the Fire District Board of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and

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

**4.1.3 Advisory Committee Organization.** The Fire District Administrator shall staff the Advisory Committee in order to provide needed information for the Committee's review and to provide for its compliance with Idaho Open Meetings Law (Chapter 2, Title 74 Idaho Code).

**4.1.3.1** The Advisory Committee shall select officers, which include a Chairman, Vice Chairman, and a Secretary of the Committee.

**4.1.3.2** 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.

**4.1.3.3** 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.

**4.1.3.4** The Committee shall establish a regular meeting schedule.

**4.1.3.5** 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 of New Plymouth City Council and Fire District's Board of Commissioners.

**4.1.3.6** 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.

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

**4.1.4 Reporting.** The Advisory Committee reports directly to the City of New Plymouth City Council and to the Fire District Board.

- 4.1.5 City of New Plymouth City Council and Fire District Board of Commissioners Review of Committee's Reports and Recommendations.** The City Council and Fire District Board shall each consider the Committee's recommended revision(s) at least once every twelve (12) months. The Advisory Committee's recommendations and the City of New Plymouth City Council's and Fire District Board 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 the System Improvement Costs, and that the procedures for administering Fire District Impact Fees remain efficient.
- 4.1.6 Annual Report.** As part of its annual audit process Fire District shall prepare an annual report for the City of New Plymouth City Council and Fire District Board describing:
- 4.1.6.1** The amount of all development impact fees collected, appropriated, and spent during the preceding year by category of public facility and Service Area; and
- 4.1.6.2** The percentage of tax and revenues other than impact fees collected, appropriated, or spent for system improvements during the preceding year by category of public facility and Service Area.

## **SECTION 5 DELIVERY OF FIRE IMPACT FEES TO THE FIRE DISTRICT**

- 5.1 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.
- 5.2 Administrative Fee.** The Fire District agrees to pay the City an administrative fee as negotiated by the Parties per building permit for the calculation, collection, and remittance of Fire District Impact Fees performed by City staff. The Fire District agrees to pay the total monthly administrative fee owed the City within thirty (30) days after receipt of City's invoice.
- 5.3 Manner of Financing.** All financing of the cooperative undertaking established pursuant to this Agreement shall be the responsibility of Fire District as provided in Section 7.4.

## **SECTION 6 SERVICE AREA**

- 6.1** Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities [public safety facilities, for Fire and emergency medical and rescue facilities Idaho Code § 67-8203(24)(f)] provide service to development within that geographic area on the basis of sound planning or engineering principles or both.
- 6.2** The adopted Capital Improvements Plan defines the Fire District's Service Area which City of New Plymouth and New Plymouth Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements

includes area within unincorporated City of New Plymouth located within the boundaries of the Fire District.

**SECTION 7**  
**COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT**

The Fire District shall at all times:

- 7.1** Abide by the terms and conditions required of the Fire District as set forth in the Ordinance and any amendments to the same; and
- 7.2** 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
- 7.3** Establish and maintain the Capital Projects 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
- 7.4** Pay the following costs:
  - 7.4.1** Proportional costs associated with the Advisory Committee's review of the Fire District Capital Improvement Plan; and
  - 7.4.2** Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Fire District; and
  - 7.4.3** Costs of drafting this Agreement and any amendment or termination of the same as may be requested by the Fire District; and
  - 7.4.4** Costs associated with the Fire District's performance of this Agreement; and
  - 7.4.5** Cost associated with an appeal of a claim of exemption; and
  - 7.4.6** 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.
- 7.5** 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 8  
COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 8.1** 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
- 8.2** Maintain and staff the position of the City Clerk to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 8.3** 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
- 8.4** Remit all Fire District Impact Fees collected by the City to the Fire District for deposit in the Capital Projects Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code § 67-8210; and
- 8.5** Be solely responsible for the City's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

**SECTION 9  
ADMINISTRATIVE STAFFING**

- 9.1** The administration and performance by the City of the Ordinance shall be under the direction of the City Clerk; and
- 9.2** The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator.

**SECTION 10  
INDEMNIFICATION**

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

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

## **SECTION 11 TERM/TERMINATION/AMENDMENT**

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

## **SECTION 12 EFFECTIVE DATE**

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

**SECTION 13  
NOTICE AND DELIVERY OF DOCUMENTS**

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

- 13.1.1** By mail or hand-delivery addressed to:

City Hall  
Attention City Clerk  
P.O. Box 158  
New Plymouth, ID 83655

- 13.1.2** By scanning, attaching and e-mailing to: [clerk@npidaho.com](mailto:clerk@npidaho.com)

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

- 13.2.1** By mail or hand-delivery addressed to:

Fire Station  
Attention: Fire District Administrator  
P.O. Box 219  
New Plymouth, Idaho 83655

- 13.2.2** By scanning, attaching, and e-mailing to: [nprfpd@outlook.com](mailto:nprfpd@outlook.com)

- 13.3** 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 14  
GENERAL PROVISIONS**

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

- 14.2 Severability.** Should any term or provision of this Agreement or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

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- 14.3 Counterparts.** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."
- 14.4 Choice of Law.** This Agreement shall be governed and interpreted by the laws of the state of Idaho.
- 14.5 Assignment.** No Party may assign this Agreement or any interest therein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year written below.

**DATED AND SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF NEW PLYMOUTH**

By: \_\_\_\_\_  
Lisa Binggeli, *Mayor*

**ATTEST:**

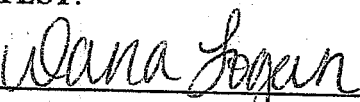
By: \_\_\_\_\_  
Marianne Gatchell, *City Clerk*  
By: City Council Resolution No. \_\_\_\_\_

**DATED AND SIGNED** this 19<sup>th</sup> day of August, 2024.

**NEW PLYMOUTH FIRE PROTECTION DISTRICT**

By:   
Nick Noyes, *Chairman/Commissioner*

**ATTEST:**

By:   
Dana Logan, *Fire District Secretary*  
By: Fire District Resolution No. 2024-01

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## APPENDIX 1

### *Notice of Contact Information Change*

FROM: \_\_\_\_\_  
TO: \_\_\_\_\_  
DATE: \_\_\_\_\_

NOTICE IS HEREBY GIVEN, pursuant to Section 13.3 of the *City of New Plymouth and New Plymouth Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements* [Idaho Code § 67-8204A], dated \_\_\_\_\_, of the following  
CHANGE IN CONTACT INFORMATION:

**New Contact Information is as follows:**

Name/Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Signature (Authorized Agent)  
Title: \_\_\_\_\_

### *Certificate of Service*

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

City or Fire District  
Address  
City, State, ZIP

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

\_\_\_\_\_  
for City or Fire District

Acknowledgement of Receipt by:

Name/Signature: \_\_\_\_\_ Date: \_\_\_\_\_

W:\Work\Development Impact Fees\New Plymouth City of\05-New Plymouth and City of New Plymouth Intergovernmental Agreement - 07.30.2024 wfg.docx

City of New Plymouth and New Plymouth Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements  
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EXHIBIT

C-1

# **Capital Improvement Plan and Development Impact Fee Study**

Final Report Submitted to:  
**New Plymouth Fire Protection District**

March 4, 2025

Prepared by:

**TischlerBise** | **Galena**  
FISCAL | ECONOMIC | PLANNING | CONSULTING

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**New Plymouth Fire Protection District**

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## EXECUTIVE SUMMARY

The New Plymouth Fire Protection District (“Fire District”) retained TischlerBiseGalena to prepare a Capital Improvement Plan and Development Impact Fee Study in order to meet the new demands generated by new development within the Fire District. This report presents the methodology and calculation used to generate current levels of service and updated maximum supportable impact fees. It is intended to serve as supporting documentation for the evaluation and establishment of impact fees in the Fire District.

The purpose of this study is to demonstrate the Fire District’s compliance with Idaho Statutes as authorized by the Idaho Legislature. Consistent with the authorization, it is the intent of the Fire District to: (Idaho Code 67-8202(1-4))

1. Collect impact fees to ensure that adequate public facilities are available to serve new growth and development;
2. Promote 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 cost of new public facilities needed to serve new growth and development;
3. Establish minimum standards for the adoption of development impact fee ordinances by government entities;
4. 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 new growth and development and to prevent duplicate and ad hoc development requirements;

Impact fees are one-time payments used to construct system improvements needed to accommodate new development. An impact fee represents new growth’s fair share of capital facility needs. By law, impact fees can only be used for capital improvements, not operating or maintenance costs. Impact fees are subject to legal standards, which require fulfillment of three key elements: need, benefit and proportionality.

- First, to justify a fee for public facilities, it must be demonstrated that new development will create a need for capital improvements.
- Second, new development must derive a benefit from the payment of the fees (i.e., in the form of public facilities constructed within a reasonable timeframe).
- Third, the fee paid by a particular type of development should not exceed its proportional share of the capital cost for system improvements.

TischlerBiseGalena evaluated possible methodologies and documented appropriate demand indicators by type of development for the levels of service and fees. Local demographic data and improvement costs were used to identify specific capital costs attributable to growth. This report includes summary tables indicating the specific factors, referred to as level of service standards, used to derive the impact fees.

## **IDAHO DEVELOPMENT IMPACT FEE ENABLING LEGISLATION**

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The Enabling Legislation governs how development fees are calculated for municipalities in Idaho. All requirements of the Idaho Development Impact Fee Act have been met in the supporting documentation prepared by TischlerBiseGalena. There are four requirements of the Idaho Act that are not common in the development impact fee enabling legislation of other states. This overview offers further clarification of these unique requirements.

First, as specified in 67-8204(2) of the Idaho Act, “development impact fees shall be calculated on the basis of levels of service for public facilities . . . applicable to existing development as well as new growth and development.”

Second, Idaho requires a Capital Improvements Plan (CIP) [see 67-8208]. The CIP requirements are summarized in this report, with detailed documentation provided in the discussion on infrastructure.

Third, the Idaho Act also requires documentation of any existing deficiencies in the types of infrastructure to be funded by development impact fees [see 67-8208(1)(a)]. The intent of this requirement is to prevent charging new development to cure existing deficiencies. In the context of development impact fees for the Fire District, the term “deficiencies” means a shortage or inadequacy of current system improvements when measured against the levels of service to be applied to new development. It does not mean a shortage or inadequacy when measured against some “hoped for” level of service.

TischlerBiseGalena used the current infrastructure cost per service unit (i.e., existing standards), or future levels of service where appropriate, multiplied by the projected increase in service units over an appropriate planning timeframe, to yield the cost of growth-related system improvements. The relationship between these three variables can be reduced to a mathematical formula, expressed as  $A \times B = C$ . In section 67-8204(16), the Idaho Act simply reorganizes this formula, stating the cost per service unit (i.e., development impact fee) may not exceed the cost of growth-related system improvements divided by the number of projected service units attributable to new development (i.e.,  $A = C \div B$ ). By using existing infrastructure standards to determine the need for growth-related capital improvements, the Fire District ensures the same level-of-service standards are applicable to existing and new development. Using existing infrastructure standards also means there are no existing deficiencies in the current system that must be corrected from non-development impact fee funding.

Fourth, Idaho requires a proportionate share determination [see 67-8207]. Basically, local government must consider various types of applicable credits and/or other revenues that may reduce the capital costs attributable to new development. The development impact fee methodologies and the cash flow analysis have addressed the need for credits to avoid potential double payment for growth-related infrastructure.

## SUMMARY OF CAPITAL IMPROVEMENT PLAN AND DEVELOPMENT IMPACT FEES

---

### METHODOLOGIES AND CREDITS

Development impact fees can be calculated by any one of several legitimate methods. The choice of a particular method depends primarily on the service characteristics and planning requirements for each facility type. Each method has advantages and disadvantages in a particular situation, and to some extent can be interchangeable, because each allocates facility costs in proportion to the needs created by development.

Reduced to its simplest terms, the process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities. The following paragraphs discuss three basic methods for calculating development impact fees, and how each method can be applied.

- **Plan-Based Fee Calculation.** The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Facility plans identify needed improvements, and land use plans identify development. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. Then, the cost per unit of demand is multiplied by the amount of demand per unit of development (e.g., housing units or square feet of building area) in each category to arrive at a cost per specific unit of development (e.g., single family detached unit).
- **Cost Recovery or Buy-In Fee Calculation.** The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities already built or land already purchased from which new growth will benefit. This methodology is often used for systems that were oversized such as sewer and water facilities.
- **Incremental Expansion Fee Calculation.** The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard (such as square feet per student). This approach ensures that there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. The level of service standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, the fee revenues would not be for renewal and/or replacement of existing facilities. Rather, revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community.

- **Credits.** Regardless of the methodology, a consideration of “credits” is integral to the development of a legally valid impact fee methodology. There are two types of “credits,” each with specific and distinct characteristics, but both of which should be addressed in the calculation of development impact fees. The first is a credit due to possible double payment situations. This could occur when contributions are made by the property owner toward the capital costs of the public facility covered by the impact fee. This type of credit is integrated into the impact fee calculation. The second is a credit toward the payment of a fee for dedication of public sites or improvements provided by the developer and for which the impact fee is imposed. This type of credit is addressed in the administration and implementation of a facility fee program.

### FEE METHODOLOGY

Of the fee methodologies discussed above, the *plan-based* methodology is used to calculate impact fees for the Fire District. A summary of impact fee components is provided below:

**Figure 1: Summary of Impact Fee Methodology**

Fee Category	Service Area	Incremental Expansion	Plan-Based	Cost Recovery	Cost Allocation
Fire	Districtwide	n/a	Station Facilities, Vehicles and Apparatus, Equipment	n/a	Population, Nonresidential Vehicle Trips

### CAPITAL IMPROVEMENT PLAN

The Fire District impact fee contains components for additional station space and vehicles and apparatus. Functional population is used to determine residential and nonresidential proportionate share factors (i.e., how much of the current infrastructure serves residential or nonresidential land uses).

To serve projected growth over the next ten years, the following infrastructure investment is planned:

- 1,000 square feet of station space
- 3 new pieces of apparatus
- 18 new pieces of equipment
- Cost recovery for Impact Fee Study

### MAXIMUM SUPPORTABLE DEVELOPMENT IMPACT FEES BY TYPE OF LAND USE

Figure 2 provides a schedule of the maximum supportable development impact fees by type of land use for the Fire District. The fees represent the highest supportable amount for each type of applicable land use, and represents new growth’s fair share of the cost for capital facilities. The Fire District may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service.

The fees for residential development are to be assessed per housing unit. For nonresidential development, the fees are assessed per square foot of floor area. Nonresidential development categories are consistent with the terminology and definitions contained in the reference book, Trip Generation 11<sup>th</sup> Edition, published by the Institute of Transportation Engineers. These definitions are provided in the Appendix A. Land Use Definitions.

**Figure 2: Summary of Maximum Supportable Development Impact Fees by Land Use**

Residential		
Housing Type	Persons per Housing Unit	Maximum Supportable Fee per Unit
Single Family	2.60	\$1,237
Multifamily	1.53	\$728

Nonresidential		
Development Type	Trips per 1,000 Sq. Ft.	Maximum Supportable Fee per 1,000 Sq. Ft.
Retail	14.06	\$3,645
Office	5.42	\$1,405
Industrial	2.44	\$631
Institutional	5.39	\$1,396

Calculations throughout this technical memo are based on an analysis conducted using Excel software. Results are discussed in the memo using one-and two-digit places (in most cases), which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

## DEVELOPMENT IMPACT FEE ANALYSIS

### METHODOLOGY

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The Fire District development impact fee includes three components: station expansion, vehicles/apparatus, and equipment. TischlerBiseGalena recommends a *plan-based* approach, based on current capital expansion plans. Per the Idaho Act, capital improvements are limited to those improvements that have a certain lifespan. As specified in 67-8203(3) of the Idaho Act, “Capital improvements’ means improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a public facility.”

The residential portion of the fee is derived from the product of persons per housing unit (by type of unit) multiplied by the net capital cost per person. The nonresidential portion is derived from the product of nonresidential vehicle trips per 1,000 square feet of nonresidential space multiplied by the net capital cost per vehicle trip.

Specified in Idaho Code 67-8209(2), local governments must consider historical, available, and alternative sources of funding for system improvements. Currently, there are no dedicated revenues being collected by the Fire District to fund growth-related projects for Fire District facilities. Furthermore, the maximum supportable impact fees are constructed to offset all growth-related capital costs for Fire District facilities. Evidence is given in this chapter that the projected capital costs from new development will be entirely offset by the development impact fees. Thus, no general tax dollars are assumed to be used to fund growth-related capital costs, requiring no further revenue credits.

### PROPORTIONATE SHARE

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TischlerBiseGalena recommends functional population to allocate the cost of Fire District infrastructure to residential and nonresidential development. Functional population is similar to what the U.S. Census Bureau calls “daytime population,” by accounting for people living and working in a jurisdiction, but also considers commuting patterns and time spent at home and at nonresidential locations. OnTheMap is a web-based mapping and reporting application that shows where workers are employed and where they live. It describes geographic patterns of jobs by their employment locations and residential locations as well as the connections between the two locations. OnTheMap was developed through a unique partnership between the U.S. Census Bureau and its Local Employment Dynamics (LED) partner states. OnTheMap data is used, as shown in Figure 3, to derive Functional Population shares for the Fire District.

Residents that do not work are assigned 20 hours per day to residential development and 4 hours per day to nonresidential development (annualized averages). Residents that work in the Fire District boundary are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside New Plymouth are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2019 functional population data for the

Fire District, the cost allocation for residential development is 81 percent while nonresidential development accounts for 19 percent of the demand for Fire District facilities, apparatus and equipment.

**Figure 3: Proportionate Share Factors**

New Plymouth Fire District, ID (2019)			
<b>Residential</b>		<b>Demand Hours/Day</b>	<b>Person Hours</b>
Population*	6,239		
Residents Not Working	3,520	20	70,398
Employed Residents	2,719		
Employed in New Plymouth	323	14	4,522
Employed outside New Plymouth	2,396	14	33,544
	<b>Residential Subtotal</b>		<b>108,464</b>
	<b>Residential Share =&gt;</b>		<b>81%</b>
<b>Nonresidential</b>			
Non-working Residents	3,520	4	14,080
Jobs Located in New Plymouth	1,150		
Residents Employed in New Plymouth	827	10	8,270
Non-Resident Workers (inflow commuters)	323	10	3,230
	<b>Nonresidential Subtotal</b>		<b>25,580</b>
	<b>Nonresidential Share =&gt;</b>		<b>19%</b>
	<b>TOTAL</b>		<b>134,044</b>

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

\* Source: U.S. Census Bureau, 2020 American Community Survey 5-Year Estimates, Payette County Assessor, TischlerBiseGalena Analysis

## SERVICE UNITS

Figure 4 displays the service units for residential and nonresidential land uses. For residential development, the service units are persons per housing unit by type of unit. For nonresidential development, the service units are average day nonresidential vehicle trips.

**Figure 4: New Plymouth Fire District Service Units**

*Residential (per housing unit)*

Type of Housing Unit	Persons per Housing Unit*
Single-Family	2.60
Multi-Family	1.53

*Nonresidential Development (per 1,000 square feet)*

Type	Trips per 1,000 Sq. Ft. **	Trip Rate Adjustment	Adjusted Trips per 1,000 Sq. Ft.
Retail	37.01	38%	14.06
Office	10.84	50%	5.42
Industrial	4.87	50%	2.44
Institutional	10.77	50%	5.39

\*Derived from the U.S. Census Bureau American Community

\*\*ITE Trip Generation Rates, 11th Edition (2021)

## NEW PLYMOUTH FIRE DISTRICT LEVEL OF SERVICE ANALYSIS

The following section details the level of service calculations for the Fire District.

### STATION SPACE

As shown in Figure 5, the Fire District currently operates one station, which totals 3,000 square feet. The existing level of service for residential development is 0.38 square feet per person, and the nonresidential level of service is 0.22 square feet per nonresidential vehicle trip. This is determined by multiplying the total square footage by the proportionate share factors (81% for residential development and 19% for nonresidential development), and then dividing the respective totals by the current service units (6,440 persons for residential and 2,589 nonresidential vehicle trips).

**Figure 5: Existing Level of Service for Station Space**

Facility	Square Feet
Existing Fire Station	3,000
<b>Total</b>	<b>3,000</b>

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	81%	19%
Share of Facility Square Feet	2,430	570
2021 Population/Nonres. Vehicle Trips	6,440	2,589
<b>Square Feet per Person/Nonres. Trips</b>	<b>0.38</b>	<b>0.22</b>

### VEHICLES/APPARATUS

As shown in Figure 6, the Fire District currently has 11 pieces of apparatus. The existing level of service for residential development is 1.38 pieces of apparatus for every 1,000 persons, and the nonresidential level

of service is 0.81 pieces of apparatus per 1,000 nonresidential vehicle trips. This is determined by multiplying the total apparatus inventory by the proportionate share factors (81% for residential development and 19% for nonresidential development), and then dividing the respective totals by the current service units (6,440 persons for residential and 2,589 nonresidential vehicle trips) and multiplying by 1,000.

**Figure 6: Existing Level of Service for Vehicles and Apparatus**

Vehicles	Total Units
Pumpers	2
Water Tenders	2
Brush Rigs	4
Air Trailer	1
Ambulance	1
Squad Vehicles	1
<b>Total</b>	<b>11</b>

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	81%	19%
Share of Vehicles	8.91	2.09
2021 Population/Nonres. Vehicle Trips	6,440	2,589
<b>Vehicles per 1,000 Persons/Nonres. Trips</b>	<b>1.38</b>	<b>0.81</b>

## EQUIPMENT

As shown in Figure 7, the Fire District currently has 54 pieces of equipment. The existing level of service for residential development is 6.79 pieces of equipment for every 1,000 persons, and the nonresidential level of service is 3.96 pieces of equipment per 1,000 nonresidential vehicle trips. This is determined by multiplying the total equipment inventory by the proportionate share factors (81% for residential development and 19% for nonresidential development), and then dividing the respective totals by the current service units (6,440 persons for residential and 2,589 nonresidential vehicle trips) and multiplying by 1,000.

**Figure 7: Existing Level of Service for Equipment**

Equipment	Total Units
SCBA	14
Turnouts	40
<b>Total</b>	<b>54</b>

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	81%	19%
Share of Equipment	43.74	10.26
2021 Population/Nonres. Vehicle Trips	6,440	2,589
<b>Equipment per 1,000 Persons/Nonres. Trips</b>	<b>6.79</b>	<b>3.96</b>

## PLANNED GROWTH-RELATED INFRASTRUCTURE IMPROVEMENTS

### PLANNED FIRE STATIONS

The Fire District plans on expanding the current fire station by adding living and dorm space to allow for full-time employees. As shown in Figure 8, the Fire District estimates adding approximately 1,000 square feet, with an estimated cost of \$400,000 would be sufficient through the year 2031. To ensure new development is not paying to elevate the level of service in the Fire District, we compared the square footage of the planned station expansion (1,000 square feet) to the increase in residential and nonresidential service units through 2031. As shown in Figure 8, new development is being charged for a level of service that is commensurate with what currently exists in the Fire District. For example, as shown previously in Figure 5, the existing level of service per person is 0.38 square feet, compared to 0.37 square feet per person for the impact fee calculation.

As shown in Figure 8, the cost per residential and nonresidential service unit is determined by multiplying the planned square footage (1,000) by the proportionate share factors (81% for residential and 19% for nonresidential), and then dividing the respective totals by the projected increase in service units through the year 2031 (2,214 persons and 955 nonresidential vehicle trips). When the resulting residential and nonresidential levels of service (0.37 square feet per person and 0.20 square feet per nonresidential trip) are compared to the cost per square foot (\$400), the resulting cost per service units are \$148 per person and \$80 per nonresidential vehicle trip.

**Figure 8: Planned Fire Station Infrastructure and Cost per Service Unit**

Facility	Square Feet	Cost per Square Foot	Estimated Cost
Expand Fire Station	1,000	\$400	\$400,000
<b>Total</b>	<b>1,000</b>	<b>\$400</b>	<b>\$400,000</b>

<i>Level-of-Service Standards</i>	<b>Residential</b>	<b>Nonresidential</b>
Proportionate Share	81%	19%
Share of Facility Square Feet	810	190
Projected 2031 Population/Nonres. Vehicle Trips	2,214	955
<b>Square Feet per Person/Nonres. Trips</b>	<b>0.37</b>	<b>0.20</b>

<i>Cost Analysis</i>	<b>Residential</b>	<b>Nonresidential</b>
Square Feet per Person/Nonres. Trips	0.37	0.20
Average Cost per Square Foot	\$400	\$400
<b>Capital Cost Per Person/Nonres. Trip</b>	<b>\$148</b>	<b>\$80</b>

### PLANNED VEHICLES/APPARATUS

To compliment the planned additional station, the Fire District plans on purchasing 3 additional pieces of apparatus. As shown in Figure 9, the estimated cost of the apparatus is \$750,000. Similar to the planned station, the Fire District estimates the apparatus will be sufficient through the year 2031. To ensure new development is not paying to elevate the level of service in the Fire District, we compared the number of

planned apparatus (3 pieces) to the increase in residential and nonresidential service units through 2031. As shown in Figure 9, similar to station space new development is actually being charged for a lower level of service than what currently exists in the Fire District. For example, as shown previously in Figure 6, the existing level of service per 1,000 persons is 1.38 vehicles/apparatus, compared to 1.10 vehicles/apparatus per 1,000 persons for the impact fee calculation.

As shown in Figure 9, the cost per residential and nonresidential service unit is determined by multiplying the planned vehicle/apparatus (3) by the proportionate share factors (81% for residential and 19% for nonresidential), and then dividing the respective totals by the projected increase in service units through the year 2031 (2,214 persons and 955 nonresidential vehicle trips). When the resulting residential and nonresidential levels of service (1.10 vehicles/apparatus per 1,000 persons and 0.60 vehicles/apparatus per 1,000 nonresidential trips) are compared to the weighted average cost per vehicle/apparatus (\$250,000), the resulting cost per service units are \$275 per person and \$150 per nonresidential vehicle trip.

**Figure 9: Planned Vehicles/Apparatus and Cost per Service Unit**

Vehicles	Total Units	Cost per Vehicle	Estimated Cost
Water Tenders	1	\$250,000	\$250,000
Heavy Rescue 4x4	1	\$300,000	\$300,000
Water Rescue	1	\$200,000	\$200,000
<b>Total</b>	<b>3</b>	<b>\$250,000</b>	<b>\$750,000</b>

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	81%	19%
Share of Vehicles	2.43	0.57
Projected 2031 Population/Nonres. Vehicle Trips	2,214	955
Vehicles per 1,000 Persons/Nonres. Trips	1.10	0.60

<i>Cost Analysis</i>	Residential	Nonresidential
Vehicles per 1,000 Persons/Nonres. Trips	1.10	0.60
Average Cost per Unit	\$250,000	\$250,000
Capital Cost Per Person/Nonres. Trip	\$275	\$150

#### PLANNED EQUIPMENT

To facilitate the addition of growth-related personnel, the Fire District plans on purchasing 18 additional pieces of equipment, 10 self-contained breathing apparatus (SCBA) and 8 additional turnouts. As shown in Figure 10, the estimated cost of the equipment is \$123,600. Similar to the planned station, the Fire District estimates the equipment will be sufficient through the year 2031. To ensure new development is not paying to elevate the level of service in the Fire District, we compared the number of planned equipment (18 pieces) to the increase in residential and nonresidential service units through 2031. As shown in Figure 10, similar to station space new development is actually being charged for a slightly lower level of service than what currently exists in the Fire District. For example, as shown previously in Figure

7, the existing level of service per 1,000 persons is 6.79 equipment units, compared to 6.59 equipment units per 1,000 persons for the impact fee calculation.

As shown in Figure 10, the cost per residential and nonresidential service unit is determined by multiplying the planned equipment (18) by the proportionate share factors (81% for residential and 19% for nonresidential), and then dividing the respective totals by the projected increase in service units through the year 2031 (2,214 persons and 955 nonresidential vehicle trips). When the resulting residential and nonresidential levels of service (6.59 equipment units per 1,000 persons and 3.58 equipment units per 1,000 nonresidential trip) are compared to the weighted average cost per piece of equipment (\$6,867), the resulting cost per service units are \$45 per person and \$25 per nonresidential vehicle trip.

**Figure 10: Planned Equipment and Cost per Service Unit**

Equipment	Total Units	Cost per Unit	Estimated Cost
SCBA	10	\$9,000	\$90,000
Turnouts	8	\$4,200	\$33,600
<b>Total</b>	<b>18</b>	<b>\$6,867</b>	<b>\$123,600</b>

<i>Level-of-Service Standards</i>	Residential	Nonresidential
Proportionate Share	81%	19%
Share of Equipment	14.58	3.42
Projected 2031 Population/Nonres. Vehicle Trips	2,214	955
Equipment per 1,000 Persons/Nonres. Trips	6.59	3.58

<i>Cost Analysis</i>	Residential	Nonresidential
Equipment per 1,000 Persons/Nonres. Trips	6.59	3.58
Average Cost per Unit	\$6,867	\$6,867
Capital Cost Per Person/Nonres. Trip	\$45	\$25

#### **COST TO PREPARE DEVELOPMENT IMPACT FEE REPORT**

The cost to prepare the Capital Improvement Plan and Development Impact Fee Report totals \$10,000. The Fire District will need to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the Appendix B (Demographic Assumptions), the cost is \$8 per person and \$4 per nonresidential vehicle trip.

**Figure 11: Cost to Prepare Development Impact Fee Report**

Component	Cost	Demand Indicator	Proportionate Share	Cost Allocation			Cost per Demand Unit Increase
				Units	2022	2027	Increase
Fire	\$10,000	Residential	81%	Population	6,639	7,696	1,057
		Nonresidential	19%	Vehicle Trips	2,672	3,126	454

## INPUT VARIABLES AND DEVELOPMENT IMPACT FEES

Cost factors for fire facilities, apparatus, and professional services are summarized at the top of Figure 12. The residential impact fees are calculated by multiplying the \$476 cost per person by the service unit ratios (persons per housing unit) for each housing type. Nonresidential development fees are calculated by multiplying the \$259 per nonresidential vehicle trip by the average weekday vehicle trips per 1,000 square feet ratios and the trip adjustment factors for each development type.

**Figure 12: New Plymouth Fire District Maximum Supportable Impact Fees**

Fee Component	Proposed Fees	
	Cost per Person	Cost per Nonres. Vehicle Trips
Fire Stations	\$148	\$80
Fire Vehicles and Apparatuses	\$275	\$150
Fire Equipment	\$45	\$25
Impact Fee Study	\$8	\$4
<b>Gross Total</b>	<b>\$476</b>	<b>\$259</b>
<b>Net Total</b>	<b>\$476</b>	<b>\$259</b>

### Residential

Housing Type	Persons per Housing Unit	Maximum Supportable Fee per Unit
Single Family	2.60	\$1,237
Multifamily	1.53	\$728

### Nonresidential

Development Type	Trips per 1,000 Sq. Ft.	Maximum Supportable Fee per 1,000 Sq. Ft.
Retail	14.06	\$3,645
Office	5.42	\$1,405
Industrial	2.44	\$631
Institutional	5.39	\$1,396

## CAPITAL IMPROVEMENT PLAN

The following section provides a summary of the Capital Improvement Plans depicting growth-related capital demands and costs on which the Fire District impact fees are based.

First, Figure 13 lists the projected growth over the next ten years in the Fire District. Overall, there is about a 34 percent increase in residential development (2,214 new residents and 892 new housing units) and a 37 percent increase in nonresidential development (448 new jobs and 231,000 square feet of development).

**Figure 13: Ten-Year Projected Residential and Nonresidential Growth**

New Plymouth Fire District, ID	Base Year 2021	1 2022	2 2023	3 2024	4 2025	5 2026	6 2027	7 2028	8 2029	9 2030	10 2031	Total Increase
Population [1]	6,440	6,639	6,838	7,036	7,235	7,465	7,696	7,926	8,157	8,387	8,654	2,214
Housing Units by Type [2]												
Single Family	2,318	2,390	2,462	2,534	2,606	2,689	2,772	2,855	2,938	3,021	3,117	799
Multifamily	268	276	284	292	300	310	320	330	340	350	361	93
Total Housing Units	2,586	2,666	2,746	2,826	2,906	2,999	3,092	3,185	3,278	3,371	3,478	892
Jobs [3]												
Retail	120	124	128	132	137	141	145	150	155	160	165	44
Office	195	202	208	215	222	229	236	243	251	259	267	72
Industrial	683	705	728	751	775	800	825	851	879	907	935	252
Institutional	216	222	229	237	244	252	260	268	277	286	295	79
Total Jobs	1,215	1,254	1,294	1,335	1,377	1,421	1,467	1,513	1,562	1,611	1,663	448
Nonresidential Floor Area (1,000 sq. ft.) [4]												
Retail	57	59	60	62	64	66	68	71	73	75	78	21
Office	60	62	64	66	68	70	72	75	77	80	82	22
Industrial	435	449	464	478	494	509	526	542	560	577	596	161
Institutional	75	78	80	83	86	88	91	94	97	100	103	28
Total Floor Area	628	648	668	689	711	734	758	782	807	832	859	231

[1] Population growth is based on housing development and persons per housing unit factors

[2] Five-year average of building permits is assumed to continue over the next ten years

[3] Source: American Census Bureau OnTheMap

[4] Source: TischlerBise analysis; Institute of Transportation Engineers, *TriD Generation*, 2021

The Idaho Development Fee Act requires Capital Improvement Plans to be updated regularly, at least once every five years (Idaho Code 67-8208(2)). This report projects revenue and fees based on 10-year forecast in an effort to provide the public and elected officials with illustrative guidance of probable growth demands based on current trends however, per Idaho Code, it is expected that an update to the Capital Improvement Plan included in this study will occur within five years.

## CAPITAL IMPROVEMENT PLAN

A summary of the Fire District is shown below in Figure 14. As shown, the following additional infrastructure is needed to maintain current levels of service over the next ten years: 1,000 square feet of station space with an estimated cost of \$400,000, 3 pieces of apparatus with an estimated cost of \$750,000, 18 pieces of equipment with an estimated cost of \$123,600 and the cost of the first of two required Impact Fee Studies.

**Figure 14: New Plymouth Fire District Capital Improvement Plan**

Type of Capital Infrastructure	Description	Units #/Sq.Ft	Cost \$/Unit	Total Cost	Growth Allocation	Subject to Impact Fees	Funding from Other Sources
<b>Facilities</b>							
Expand Fire Station	Add Living and Dorm space	1,000	\$400	\$400,000	100%	\$400,000	\$0
Expand Fire Station	Add Vehicle Storage space	1,200	\$200	\$240,000		\$0	\$240,000
Total Facilities	Growth Adjusted Number of Units	1,000		\$640,000		\$400,000	\$240,000
<b>Vehicles</b>							
Pumpers	Replace	1	\$500,000	\$500,000	0%	\$0	\$500,000
Water Tenders	Replace	1	\$250,000	\$250,000	0%	\$0	\$250,000
Water Tenders	Add for Growth	1	\$250,000	\$250,000	100%	\$250,000	\$0
Air Trailer	Replace	1	\$120,000	\$120,000	0%	\$0	\$120,000
Heavy Rescue 4x4	Add for Growth	1	\$300,000	\$300,000	100%	\$300,000	\$0
Water Rescue	Add for Growth	1	\$200,000	\$200,000	100%	\$200,000	\$0
Total Vehicles	Growth Adjusted Number of Units	3.0		\$1,620,000		\$750,000	\$870,000
<b>Equipment</b>							
SCBA		10	\$9,000	\$90,000	100%	\$90,000	\$0
Turnouts	Replace	40	\$4,200	\$168,000		\$0	\$168,000
Turnouts	Add for Growth	8	\$4,200	\$33,600	100%	\$33,600	\$0
Total Equipment	Growth Adjusted Number of Units	18.0		\$291,600		\$123,600	\$168,000
Total Capital Needs				\$2,551,600		\$1,273,600	\$1,278,000
Plus Impact Fee Study				\$10,000		\$10,000	\$0
Total Capital Improvement Plan				\$2,561,600	100%	\$1,283,600	\$1,278,000

### FUNDING SOURCES FOR CAPITAL IMPROVEMENTS

In determining the proportionate share of capital costs attributable to new development, the Idaho Development Fee Act states that local governments must consider historical, available, and alternative sources of funding for system improvements (Idaho Code 67-8209(2)). Currently, there are no dedicated revenues being collected by the Fire District to fund growth-related projects.

Furthermore, the maximum supportable impact fees are constructed to offset all growth-related capital costs to the Fire District for Fire facilities. Evidence is given in Figure 15 in the specific chapters of this report that the projected capital costs from new development will be entirely offset by the development impact fees. Thus, no general tax dollars are assumed to be used to fund growth-related capital costs, requiring no revenue credits.

Potential development impact fee revenues are summarized in Figure 15, assuming implementation of the fees at the maximum supportable level as indicated in this report. Based on the land use assumptions detailed in the Appendix, over the next ten years the Fire development impact fees are projected to generate approximately \$1.3 million. At the bottom of the figure, the estimated revenues are compared to the estimated growth-related capital costs. The impact fee revenues are projected to completely offset the capital costs.

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2025 Capital Improvement Plan and Development Impact Fee Study

**Figure 15: Projected Development Impact Fee Revenue**

		Single Family \$1,237 per unit	Multifamily \$728 per unit	Retail \$3,645 per KSF	Office \$1,405 per KSF	Industrial \$631 per KSF	Institutional \$1,396 per KSF
Year		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2021	2,318	268	57	60	435	75
Year 1	2022	2,390	276	59	62	449	78
Year 2	2023	2,462	284	60	64	464	80
Year 3	2024	2,534	292	62	66	478	83
Year 4	2025	2,606	300	64	68	494	86
Year 5	2026	2,689	310	66	70	509	88
Year 6	2027	2,772	320	68	72	526	91
Year 7	2028	2,855	330	71	75	542	94
Year 8	2029	2,938	340	73	77	560	97
Year 9	2030	3,021	350	75	80	577	100
Year 10	2031	3,117	361	78	82	596	103
Ten-Year Increase		799	93	21	22	161	28
Projected Revenue =>		\$988,363	\$67,687	\$76,229	\$31,080	\$101,291	\$38,822
						Projected Revenue =>	<b>\$1,303,000</b>
						Total Expenditures =>	<b>\$1,294,000</b>
						Non-Impact Fee Funding =>	<b>\$0</b>

## PROPORTIONATE SHARE ANALYSIS

Development impact fees for the Fire District are based on reasonable and fair formulas or methods. The fees do 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 new development. The Fire District will fund non-growth-related improvements with non-development impact fee funds as it has in the past. Specified in the Idaho Development Impact Fee Act (Idaho Code 67-8207), several factors must be evaluated in the development impact fee study and are discussed below.

- 1) The development impact fees for the Fire District are based on new growth's share of the costs of previously built projects along with planned public facilities as provided by the Fire District. Projects are included in the Fire District's capital improvements plan and will be included in annual capital budgets.
- 2) Estimated development impact fee revenue was based on the maximum supportable development impact fees for the one, districtwide service area; results are shown in the cash flow analyses in this report. Development impact fee revenue will entirely fund growth-related improvements.
- 3) TischlerBiseGalena has evaluated the extent to which new development may contribute to the cost of public facilities. The development impact fees will replace the current dedicated revenues for applicable public facilities. Also, the report has shown that all applicable growth-related public facility costs will be entirely funded by impact fees, thus no credit is necessary for general tax dollar funding.
- 4) The relative extent to which properties will make future contributions to the cost of existing public facilities has also been evaluated in regards to existing debt. Outstanding debt for growth's portion of already constructed facilities will be paid from development impact fee revenue, therefore a future revenue credit is not necessary.
- 5) The Fire District will evaluate the extent to which newly developed properties are entitled to a credit for system improvements that have been provided by property owners or developers. These "site-specific" credits will be available for system improvements identified in the annual capital budget and long-term Capital Improvements Plans. Administrative procedures for site-specific credits should be addressed in the development impact fee ordinance.
- 6) Extraordinary costs, if any, in servicing newly developed properties should be addressed through administrative procedures that allow independent studies to be submitted to the Fire District. These procedures should be addressed in the development impact fee ordinance. One service area represented by the Fire District's geographic boundary is appropriate for the fees herein.
- 7) The time-price differential inherent in fair comparisons of amounts paid at different times has been addressed. All costs in the development impact fee calculations are given in current dollars with no assumed inflation rate over time. Necessary cost adjustments can be made as part of the annual evaluation and update of development impact fees.

## **IMPLEMENTATION AND ADMINISTRATION**

The Idaho Development Impact Fee Act (hereafter referred to as the Idaho Act) requires jurisdictions to form a Development Impact Fee Advisory Committee. The committee must have at least five members with a minimum of two members active in the business of real estate, building, or development. The committee acts in an advisory capacity and is tasked to do the following:

- Assist the governmental entity in adopting land use assumptions;
- Review the capital improvements plan, and proposed amendments, and file written comments;
- Monitor and evaluate implementation of the capital improvements plan;
- File periodic reports, at least annually, with respect to the capital improvements plan and report to the governmental entity any perceived inequities in implementing the plan or imposing the development impact fees; and
- Advise the governmental entity of the need to update or revise land use assumptions, the capital improvements plan, and development impact fees.

Per the above, the Fire District formed a Development Impact Fee Advisory Committee ("DIFAC"). TischlerBiseGalena and Fire District staff met with the DIFAC during the process and provided information on land use assumptions, level of service and cost assumptions, and draft development impact fee schedules. This report reflects comments and feedback received from the DIFAC.

The Fire District must develop and adopt a capital improvements plan ("CIP") that includes those improvements for which fees were developed. The Idaho Act defines a capital improvement as an "improvement with a useful life of ten years or more, by new construction or other action, which increases the service capacity of a public facility." Requirements for the CIP are outlined in Idaho Code 67-8208. Certain procedural requirements must be followed for adoption of the CIP and the development impact fee ordinance. Requirements are described in detail in Idaho Code 67-8206. The Fire District has a CIP that meets the above requirements.

TischlerBiseGalena recommends that development impact fees be updated annually to reflect recent data. One approach is to adjust for inflation in construction costs by means of an index like the RSMeans or Engineering News Record (ENR). This index can be applied against the calculated development impact fee. If cost estimates change significantly, the Fire District should evaluate an adjustment to the CIP and development impact fees.

Idaho's enabling legislation requires an annual development impact fees report that accounts for fees collected and spent during the preceding year (Idaho Code 67-8210). Development impact fees must be deposited in interest-bearing accounts earmarked for the associated capital facilities as outlined in capital improvements plans. Also, fees must be spent within eight years of when they are collected (on a first in, first out basis) unless the local governmental entity identifies in writing (a) a reasonable cause why the fees should be held longer than eight years; and (b) an anticipated date by which the fees will be expended but in no event greater than eleven years from the date they were collected.

Credits must be provided for in accordance with Idaho Code Section 67-8209 regarding site-specific credits or developer reimbursements for system improvements that have been included in the development impact fee calculations. Project improvements normally required as part of the development approval process are not eligible for credits against development impact fees. Specific policies and procedures related to site-specific credits or developer reimbursements for system improvements should be addressed in the ordinance that establishes the Fire District's fees.

The general concept is that developers may be eligible for site-specific credits or reimbursements only if they provide system improvements that have been included in CIP and development impact fee calculations. If a developer constructs a system improvement that was included in the fee calculations, it is necessary to either reimburse the developer or provide a credit against the fees in the area that benefits from the system improvement. The latter option is more difficult to administer because it creates unique fees for specific geographic areas. Based on TischlerBiseGalena's experience, it is better for a reimbursement agreement to be established with the developer that constructs a system improvement. For example, if a developer elects to construct a system improvement, then a reimbursement agreement can be established to payback the developer from future development impact fee revenue. The reimbursement agreement should be based on the actual documented cost of the system improvement, if less than the amount shown in the CIP. However, the reimbursement should not exceed the CIP amount that has been used in the development impact fee calculations.

## APPENDIX A. LAND USE DEFINITIONS

### RESIDENTIAL DEVELOPMENT

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As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. The Fire District will collect impact fees from all new residential units. One-time impact fees are determined by site capacity (i.e., number of residential units).

#### Single Family Units:

1. Single family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

#### Multifamily Units:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Boat, RV, Van, etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

### NONRESIDENTIAL DEVELOPMENT CATEGORIES

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Nonresidential development categories used throughout this study are based on land use classifications from the book *Trip Generation* (ITE, 2021). A summary description of each development category is provided below.

**Retail:** Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging (hotel/motel).

**Office:** Establishments providing management, administrative, professional, or business services. By way of example, *Office* includes banks, business offices, medical offices, and veterinarian clinics.

**Industrial:** Establishments primarily engaged in the production and transportation of goods. By way of example, *Industrial* includes manufacturing plants, trucking companies, warehousing facilities, utility substations, power generation facilities, and telecommunications buildings.

**Institutional:** Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Institutional* includes schools, universities, churches, daycare facilities, hospitals, health care facilities, and government buildings.

## APPENDIX B. DEMOGRAPHIC ASSUMPTIONS

### POPULATION AND HOUSING CHARACTERISTICS

Impact fees often use per capita standards and persons per housing unit or persons per household to derive proportionate share fee amounts. Housing types have varying household sizes and, consequently, a varying demand on City infrastructure and services. Thus, it is important to differentiate between housing types and size.

When persons per housing unit (PPHU) is used in the development impact fee calculations, infrastructure standards are derived using year-round population. In contrast, when persons per household (PPHH) is used in the development impact fee calculations, the fee methodology assumes all housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. Thus, TischlerBiseGalena recommends that fees for residential development in the Fire District be imposed according to persons per housing unit.

Based on housing characteristics, TischlerBiseGalena recommends using two housing unit categories for the Impact Fee study: (1) Single Family and (2) Multifamily. Each housing type has different characteristics which results in a different demand on Fire District facilities and services. Figure 16 shows TischlerBiseGalena estimates for the Fire District using persons per housing unit from the US Census American Community Survey 2020 5-Year Estimates data for Payette County. Housing units were provided by the Payette County Assessor data and population was then calculated. Single family units have a person per housing unit factor of 2.60 persons and multifamily units have an average of 1.53 persons per unit.

**Figure 16: Persons per Housing Unit**

Housing Type	Persons	Housing Units	Persons per Housing Unit	Households	Persons per Household	Housing Unit Mix
Single Family [1]	5,842	2,247	2.60	2,148	2.72	90%
Multifamily [2]	397	259	1.53	242	1.64	10%
Total	6,239	2,506	2.49	2,390	2.61	

[1] Includes attached and detached single family homes and mobile homes

[2] Includes structures with 2+ units

Source: U.S. Census Bureau, 2020 American Community Survey 5-Year Estimates, Payette County Assessor, TischlerBise Analysis

## BASE YEAR POPULATION AND HOUSING UNITS

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Data derived from the 2020 U.S. Census Bureau and the Payette County Assessor along with statistics from the 2020 American Community Survey data were used to estimate the number of housing units for the base year. The proportionate number of persons per housing unit portrayed in Figure 16 for both single family and multifamily units were then multiplied by the number of housing units to estimate the base year household population of 6,440 as illustrated in Figure 17 below.

**Figure 17: Base Year Population and Housing Units**

New Plymouth Fire District New Plymouth, Idaho	Base Year 2021
Population [1]	6,440
<b>Housing Units [1]</b>	
Single Family	2,318
Multifamily	268
Total Housing Units	2,586

[1] Source: U.S. Census Bureau, 2020 American Community Survey 5-Year Estimates, Payette County Assessor, TischlerBise Analysis

## POPULATION AND HOUSING UNIT PROJECTIONS

There are currently two subdivisions accounting for nearly 400 housing units in the planning stages in the City of New Plymouth. These units, along with the normal anticipated growth in the remainder of the Fire District have been taken into account when estimating the overall growth for the district. Population growth is based on persons per housing unit factors and housing development.

Estimates based upon the development data show a growth rate of approximately 3 percent annually, 34.4 percent over the next ten years, as shown in Figure 18. Resulting in an increase of 2,214 residents and a housing unit increase of 892. Single family development accounts for approximately 90 percent of the total housing growth.

**Figure 18. Residential Development Projections**

New Plymouth Fire District, ID	Base Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Increase
Population [1]	6,440	6,639	6,838	7,036	7,235	7,465	7,696	7,926	8,157	8,387	8,654	2,214
Percent Increase		3.1%	3.0%	2.9%	2.8%	3.2%	3.1%	3.0%	2.9%	2.8%	3.2%	34.4%
<b>Housing Units [2]</b>												
Single Family	2,318	2,390	2,462	2,534	2,606	2,689	2,772	2,855	2,938	3,021	3,117	799
Multifamily	268	276	284	292	300	310	320	330	340	350	361	93
Total Housing Units	2,586	2,666	2,746	2,826	2,906	2,999	3,092	3,185	3,278	3,371	3,478	892

[1] Source: U.S. Census Bureau, 2020 American Community Survey 5-Year Estimates, Payette County Assessor, TischlerBise Analysis

[2] Housing units are assumed to grow at the same rate as population

## CURRENT EMPLOYMENT AND NONRESIDENTIAL FLOOR AREA

Industry employment totals were determined using the United States Census Bureau's OnTheMap resource, using a Fire District shapefile provided by the State of Idaho. OnTheMap provides employment breakdowns by industry for the Fire District, most recently in the year 2019. By applying the industry specific employment breakdowns from 2019 to the previously determined growth projections, we are able to provide complete employment estimates by industry. As can be seen in Figure 19, nearly to one-half of employment is in the Industrial industry predominantly in the agricultural sector, with the institutional industry featuring the lowest percentage share.

**Figure 19. Base Year Employment by Industry**

Employment Industries	Base Year Jobs [1]	Percent of Total
Retail	120	10%
Office	195	16%
Industrial	683	56%
Institutional	216	18%
<b>Total</b>	<b>1,215</b>	<b>100%</b>

[1] Source: American Census Bureau  
OnTheMap New Plymouth Work Area  
Profile Analysis

The base year nonresidential floor area for the industry sectors is calculated with the Institution of Transportation Engineers' (ITE) square feet per employee averages, Figure 20. For Industrial the Light Industrial factors are used; for Institutional the Hospital factors are used; for Retail the Shopping Center factors are used; for Office the General Office factors are used.

**Figure 20. Institute of Transportation Engineers (ITE) Employment Density Factors**

ITE Code	Land Use Group	Demand Unit	Wkdy Trip Ends Per Dmd Unit	Wkdy Trip Ends Per Employee	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	1,000 Sq Ft	4.19	4.24	0.99	1,012
520	Elementary School	student	2.27	22.50	0.10	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
710	General Office	1,000 Sq Ft	10.84	3.33	3.26	307
760	Research & Dev Center	1,000 Sq Ft	11.08	3.37	3.29	304
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center	1,000 Sq Ft	37.01	17.42	2.12	471

Source: Trip Generation, Institute of Transportation Engineers, 11th Edition (2021)

By combining the base year job totals and the ITE square feet per employee factors, the nonresidential floor area is calculated in Figure 21. There is an estimated total of 628 thousand square feet of

nonresidential floor area in the Fire District. The Industrial industry accounts for the highest amount of the total nonresidential floor area in the Fire District, with approximately 69 percent. Office accounts for 10 percent, Retail accounts for 9 percent, and Institutional accounts for 12 percent of the total.

**Figure 21. Base Year Nonresidential Floor Area**

Employment Industries	Base Year Jobs [1]	Sq. Ft. per job [2]	Floor Area (sq. ft.)
Retail	120	471	56,722
Office	195	307	59,998
Industrial	683	637	435,380
Institutional	216	350	75,426
Total	1,215		627,526

[1] Source: American Census Bureau OnTheMap

[2] Source: Trip Generation, Institute of Transportation Engineers, 11th Edition (2021)

## NONRESIDENTIAL FLOOR AREA PROJECTIONS

Based on the growth projections described earlier, over the ten-year projection period, it is estimated that there will be an increase of 448 jobs. The majority of the increase comes from the Industrial industry (56%); however, the Retail (10%) and Office industries (16%) have significant impacts as well.

The nonresidential floor area projections are calculated by applying the ITE square feet per employee factors to the job growth. In the next ten years, the nonresidential floor area is projected to increase by 231 thousand square feet, a 37 percent increase from the base year. The Industrial sector has the greatest increase, predominantly driven by agriculture.

**Figure 22. Employment Floor Area and Employment Projections**

Industry	Base Year 2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Increase
<b>Jobs [1]</b>												
Retail	120	124	128	132	137	141	145	150	155	160	165	44
Office	195	202	208	215	222	229	236	243	251	259	267	72
Industrial	683	705	728	751	775	800	825	851	879	907	935	252
Institutional	216	222	229	237	244	252	260	268	277	286	295	79
<b>Total</b>	<b>1,215</b>	<b>1,254</b>	<b>1,294</b>	<b>1,335</b>	<b>1,377</b>	<b>1,421</b>	<b>1,467</b>	<b>1,513</b>	<b>1,562</b>	<b>1,611</b>	<b>1,663</b>	<b>448</b>
<b>Nonresidential Floor Area (1,000 sq. ft.) [2]</b>												
Retail	57	59	60	62	64	66	68	71	73	75	78	21
Office	60	62	64	66	68	70	72	75	77	80	82	22
Industrial	435	449	464	478	494	509	526	542	560	577	596	161
Institutional	75	78	80	83	86	88	91	94	97	100	103	28
<b>Total</b>	<b>628</b>	<b>648</b>	<b>668</b>	<b>689</b>	<b>711</b>	<b>734</b>	<b>758</b>	<b>782</b>	<b>807</b>	<b>832</b>	<b>859</b>	<b>231</b>

**CITY OF NEW PLYMOUTH  
PLANNING AND ZONING COMMISSION**

**NEW PLYMOUTH FIRE  
PROTECTION DISTRICT**

**Amendment to the City of New  
Plymouth Idaho Comprehensive Plan  
(March 2002)**

) **FINDINGS OF FACT,**  
) **CONCLUSIONS OF LAW,**  
) **DECISION AND**  
) **RECOMMENDATION TO THE**  
) **CITY OF NEW PLYMOUTH CITY**  
) **COUNCIL**  
)

The above-entitled matter having come before the City of New Plymouth Planning and Zoning Commission for public hearing and consideration of Application of the New Plymouth Fire Protection District ("Applicant") to amend the *City of New Plymouth Idaho Comprehensive Plan (March 2002)* the City of New Plymouth Planning and Zoning Commissioners issue these Findings of Fact, Conclusions of Law and Recommendation to wit:

**RECORD OF PROCEEDINGS**

The City of New Plymouth Planning and Zoning Commission does hereby make and set forth this Record of Proceedings for the above-referenced matter as follows:

**EXHIBITS ADMITTED**

<b>DESCRIPTION OF EXHIBITS AND DOCUMENTS</b>	
<b><u>APPLICATION</u> Documents Identified with prefix "AP"</b>	
<b>AP-1</b>	Application for amendments to the <i>City of New Plymouth Idaho Comprehensive Plan (March 2002)</i> by New Plymouth Fire Protection District (the "Applicant")
<b><u>CAPITAL IMPROVEMENT PLAN</u> Documents Identified with prefix "C"</b>	
<b>C-1</b>	New Plymouth Fire Protection District Capital Improvement Plan and Development Impact Fee Study March 4, 2025

<b>Notices, Documents identified with the prefix "N"</b>	
<b>N-1</b>	Idaho Press Affidavit of Publication
<b>N-2</b>	Planning and Zoning Commission Meeting Agenda Notice
<b>N-3</b>	Declaration of Mailing
<b>Public Comment Documents identified with the prefix "PC"</b>	
<b>PC-1</b>	
<b>PC-2</b>	
<b>Comp Plan Documents identified with prefix "S"</b>	
<b>S-2</b>	<i>City of New Plymouth Idaho Comprehensive Plan (March 2002)</i>
<b>Intergovernmental Agreement Documents Identified with prefix "I"</b>	
<b>I-1</b>	<i>City of New Plymouth and New Plymouth Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements</i>

**Public Hearing Conducted before Planning and Zoning Commission:**

The Public Hearing was properly noticed for May 27, 2025 at 6:00 p.m. The Public Hearing was commenced by the Planning and Zoning Commission, for the receipt of reports, testimony, and comment from City Staff, the Applicant, and the public.

**Applicant Representatives provided information in support of their applications:**

- Wm. F. Gigray, III of the firm of White, Peterson, Gigray & Nichols, P.A. attorney for the Applicant gave an introduction of his client proposed amendments to the City's comprehensive plan, the process that will follow with the City Council and other presentations that will be made in support of the pending application.
- Joe Levanger, Chairman New Plymouth Fire Protection District Board of Commissioners appeared to answer questions regarding this Fire District's capital improvement plan.

- Dana Logan New Plymouth Fire Protection District Secretary appeared to answer questions.
- Joseph Wyatt Fire Chief New Plymouth Fire Protection District appeared to answer questions.
- Nick Huff of TischlerBise/Galena Consulting a fiscal, economic, and planning consulting firm specializes in impact fees, impact analysis, infrastructure funding strategies prepared and presented the capital improvement plan for New Plymouth Fire Protection District.

**Other persons appearing and making statements before the P&Z Commission:**

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**FINDINGS OF FACT**

**Applicant:** New Plymouth Fire Protection District.

**Representative(s):**

- Chief Joseph Wyatt, Fire Chief, Dana Logan Secretary, Joe Levanger Commissioner, Nick Huff, and Applicant's Legal Counsel Wm. F. Gigray, III of New Plymouth Fire Protection District.

**Application:** To consider an amendment to the *City of New Plymouth Idaho Comprehensive Plan (March 2002)* by:

- Amending and updating of the *Fire and Safety* section of the *Public Services And Utilities Element* at page 54, to read as follows:

The City has a fire protection Class 6 rating (classes are rated between 1 and 10 with a rating of 1 being the best). The Fire Department is volunteer based and comprised of eighteen volunteers and five reserve firefighters. The Fire Department has one fire truck, and the rural fire district has six fire trucks. The City and Rural Fire District have a written Mutual Aid Agreement. The Fire Department is located at City Hall. Fire protection services are provided within the City of New Plymouth by the New Plymouth Fire Protection District. In addition, the Fire District also serves, within its boundaries, areas within unincorporated areas of Payette County. The Fire District's personnel, equipment and fire station are based in the City. It is important that the New Plymouth Fire Protection District will be able to continue to provide fire protection and basic life support services in spite of future growth. The City has the authority to enter into an intergovernmental agreement with the Fire District, as authorized by Idaho Code Section 67-8204A, for the purpose of agreeing to the collection and expenditure of development impact fees to assure that new development pays for its impact on Fire District facilities and services.

- Amending and updating of the *Goal: Provide adequate fire department necessities including men, equipment and training* heading and adding a new part 4 to the Policy stated thereunder at page 56, to read as follows:  
GOAL: Provide adequate fire ~~department~~-district necessities including personnel, equipment and training.  
POLICY: by adding new part 4 to read:  
*4. Require those who benefit from new growth and development pay [development impact fees] their Proportionate Share of the costs of new Fire District Public Facilities needed to serve that new growth and development.*
- Amending by the addition of the *New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan* Final Report March 4, 2025 to be appended to the Comprehensive Plan as Appendix A.

**Public Notice and Hearing:**

- Newspaper: The Notice of Hearing was published in the *Idaho Press* on \_\_\_\_\_, 2025. [See Exhibits N-1]
- The Public Hearing Notice was also made available to other papers, radio, and television stations serving City of New Plymouth for use as a public service announcement. Public Hearing Notice was also mailed to all political subdivisions providing services within City of New Plymouth, including school districts and the manager or person in charge of the local public airport. [See Exhibits N-1 and N-3]
- The public hearing, regarding the Application, was held and conducted by the Planning and Zoning Commissioners on May 27, 2025 as identified in the Notice of Hearing.
- The Planning and Zoning Commissioners' meeting agenda notice was timely posted. [See Exhibit N-2]

**The Capital Improvement Plan:** The following is the Capital Improvement Plan that is a subject of the Application:

- *New Plymouth Fire Protection District Capital Improvement Plan and Development Impact Fee Study March 4, 2025* [See Exhibit C-1]
- Applicant's Capital Improvement Plan has been prepared by a qualified professional in the fields of finance, and planning. [see Exhibit C-1, and testimony of Nick Huff]
- Applicant's Capital Improvement Plan contains the necessary information required by Idaho Code Section 67-8208 (1) (a-i) and (k). [see Exhibit C-1 and C2]
- The *City of New Plymouth and New Plymouth Fire Protection District Joint Development Impact Fee Advisory Committee, and the Payette County and New Plymouth Fire Protection District Joint Development Impact Fee Advisory Committee* recommended the Capital Improvement Plan be adopted and approved. [Dana Logan]

**The Intergovernmental Agreement:** The following are the Intergovernmental Agreement by and between City of New Plymouth and the New Plymouth Fire Protection District:

- *City of New Plymouth and New Plymouth Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements* [See Exhibit I-1]

**History:**

- The Applicant, pursuant to I.C. § 67-8204A, has entered into an intergovernmental agreement with the City. [see Exhibit I-1]
- The City and Applicant are experiencing and is affected by considerable growth and development. [see Exhibit C-1]
- The City adopted by resolution, the *City of New Plymouth Idaho Comprehensive Plan (March 2002)* which is the current edition of the City of New Plymouth's comprehensive plan (the "Comprehensive Plan"). [See Exhibit S-2]
- The Applicant has made application to the City of New Plymouth City Council to include the in the City's Comprehensive Plan the *New Plymouth Fire Protection District Capital Improvement Plan and Development Impact Fee Study March 4, 2025* which was prepared in accordance with the requirements of Idaho Code § 67-8208: [See Exhibits A-1, and C-1]
- The Applicant's comprehensive plan amendment application includes their capital improvement plan as part and parcel of their intergovernmental agreement with the City and proposal for new development impacts fees for the Applicant. [See Exhibits I-1, AP-1, Testimony of Chief Joseph Wyatt, Fire Chief, Dana Logan Secretary, Joe Levanger Commissioner, Nick Huff, and Applicant's Legal Counsel Wm. F. Gigray, III]

**Public Interest:** The proposed comprehensive plan amendments are in the public interest as fire protection and emergency medical services are essential services, and the proposed comprehensive plan amendment provides an additional funding source to ensure those services are available in the future.

**City Comprehensive Plan Amendment Process:**

- The Applicant provides fire protection and emergency medical services within the City of New Plymouth all of which is within the boundaries of the Applicant [Exhibit AP-1 attached Exhibit 11 and the Testimony of Chief Joseph Wyatt, Fire Chief, Dana Logan Secretary, Joe Levanger Commissioner, Applicant's Legal Counsel Wm. F. Gigray, III of New Plymouth Fire Protection District and Nick Huff]; and
- The Applicant has requested the City Council, pursuant to I.C. § 67-8204A to enter into an intergovernmental agreement and to enact an ordinance to provide for development impact fees for the Applicant [Testimony of Chief Joseph Wyatt, Fire Chief, Dana Logan Secretary, Joe Levanger Commissioner, Applicant's Legal Counsel Wm. F. Gigray, III of New Plymouth Fire Protection District and Nick Huff]; and
- 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 Applicant, the City has entered into an Intergovernmental Agreement with the Applicant, and has established, pursuant to an Intergovernmental Agreements with the Applicant pursuant to Idaho Code § 67-8205, a Development Impact Fee Advisory Committee [See Exhibit I-1]; and
- The Applicant New Plymouth Fire Protection District at first retained Anne Wescott of Galena Consulting and subsequently retained Nick Huff of TischlerBise, both being qualified professionals in the field of finance and economic development planning, to prepare an impact fee study and capital improvements plan in consultation with the *City of*

- New Plymouth and New Plymouth Fire Protection District Joint Development Impact Fee Advisory Committee, and the Payette County and New Plymouth Fire Protection District Joint Development Impact Fee Advisory Committee (the "New Plymouth Advisory Committee") [See Exhibits I-1 and C-1 and the testimony of Joseph Wyatt, Fire Chief, Dana Logan Secretary, Joe Levanger, Nick Huff, and Wm. F. Gigray, III]; and*
- The New Plymouth Advisory Committee has submitted to the City Council the *New Plymouth Fire Protection District Capital Improvement Plan and Development Impact Fee Study March 4, 2025* the "New Plymouth 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 §§ 67-8205 and 67-8206(2) [See Exhibits I-1 and the testimony of Nick Huff]; and
  - The Applicant New Plymouth Fire Protection District's Board of Commissioners has approved the New Plymouth Capital Improvements Plan [Dana Logan]; and
  - The Planning and Zoning Commission has set a public hearing on the Application to amend the City's Comprehensive Plan and have provided notice in accordance with the law [See Exhibits N-1, N-2 and N-3].

## STATEMENT OF LEGAL AUTHORITY AND CONCLUSIONS OF LAW

1. Article XII Section 2 of the Constitution of the State of Idaho provides that cities may make and enforce within its limits, all such local police, sanitary, and other regulations as are not in conflict with the general laws.
2. The Act at I.C. § 67-8208 (1) provides those governmental entities, such as the City, who are required to undertake comprehensive planning pursuant to Chapter 65, Title 67, Idaho Code, are also required to prepare and adopt capital improvements plans according to the requirements contained in chapter 65 of title 67 Idaho Code (the "Local Planning Act"), section 67-6509, Idaho Code, and shall be included as an element of the comprehensive plan.
3. The City has provided for the processing of an amendment to its Comprehensive Plan, authorized by Section 67-6509, Idaho Code.
4. In order for the City to amend the City's Comprehensive Plan, I.C. § 67-6509 (1) and (2) requires the City to at least fifteen (15) days prior to the hearing, publish public hearing notice of the time and place and a summary of the proposed amendment to the plan in the official newspaper or paper of general circulation within the City. The Planning and Zoning Commissioners are also required to make available the public hearing notice to other papers, radio, and television stations serving the City for use as a public service announcement. Public hearing notice of intent to amend the Comprehensive Plan shall also be sent to all political subdivisions providing services within City of New Plymouth, including school districts and the manager or person in charge of the local public airport.
5. The City has the authority, pursuant to Chapter 82 of Title 67 Idaho Code, to enact impact fees by ordinance; and, pursuant to I.C. § 67-8204A, to enter into an intergovernmental agreement with the Applicant for the purpose of agreeing to collect and expend development impact fees for Applicant's systems improvements.
6. 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.
7. 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 Applicant does not have ordinance authority and cannot adopt a development impact fee ordinance; and

8. The Act provides, at Idaho Code § 67-8204A, that the City, when affected by growth and development, has the authority to enter into an intergovernmental agreement with the Applicant for the purpose of agreeing to collect and expend development impact fees for Applicant System Improvements; and
9. The City is a governmental entity required, by I.C. § 67-6503, to exercise the powers conferred upon it pursuant to Chapter 65 of Title 67 Idaho which includes a comprehensive planning process designed to prepare, implement, and review and update a comprehensive plan.
10. The City is required by I.C. § 67-8208(1) to include the Applicant's Capital Improvement Plan as an element of the City's Comprehensive Plan.
11. I.C. § 67-8208 (2) and (4) provide that a government entity imposing a development impact fee shall update the capital improvements plan at least once every five (5) year period, and capital improvements plans are to be updated each time a government entity proposes the amendment, modification or adoption of a development impact fee ordinance.
12. I.C. § 67-6535 (1) provides that an approval or denial of any application which is authorized pursuant to Chapter 65 of Title 67 Idaho Code (the "Local Land Use Planning Act") shall be based upon standards and regulation of the City in its land use ordinance.
13. I.C. § 67-6535 (2) provides that any approval or denial of any application required or authorized pursuant to Chapter 65 of Title 67 Idaho Code shall be in writing and accompanied by a reasoned statement that explains the criteria and standards based on the applicable provisions of the comprehensive plan, relevant ordinance, statutory provisions, pertinent constitutional principles and factual information contained in the record.

### REASONED STATEMENT

The following is a reasoned statement summary explaining the criteria and standards considered relevant and the rational for the Planning and Zoning Commission determination regarding the pending Applications.

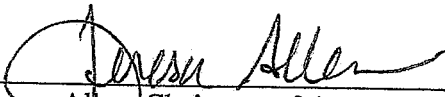
1. The above stated "Record of Proceedings" is the record of the evidence presented and admitted at the hearing of the above-entitled matter upon which the Planning and Zoning Commission has determined the facts.
2. The above stated "Findings of Facts" are the facts which the Planning and Zoning Commission has found are relevant to their determination and rational for their Decision.
3. The proposed amendments to the *City of New Plymouth Idaho Comprehensive Plan (March 2002)* meet the requirements of Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code because the City has entered into intergovernmental agreements pursuant to I.C. § 67-8204A with the Applicant for the establishment of development impact fees, and I.C. § 67-8208(1) requires that the City to include each Applicant's Capital Improvement Plan as an element of the City's Comprehensive Plan.
4. The Application is in response to growth and anticipated growth within the Applicant's service area [See Exhibit C-1], but not as a request for growth.

5. The Application does not involve any need to consider surrounding land uses or whether or not it is compatible with surrounding land uses because the Application does not involve any change in any land uses.
6. The Application does not involve any issue related to development trends in the general area nor does it affect current designations.
7. The Application for proposed comprehensive plan amendments will positively impact public services and facilities by providing a new growth and development funding sources to pay new growth's share of the costs of Applicant facilities to maintain its current level of services. [See Exhibits C-1].
8. I.C. § 67-8208 (1) requires: *For governmental entities required to undertake comprehensive planning pursuant to chapter 65, title 67, Idaho Code, such capital improvements plan shall be prepared and adopted according to the requirements contained in the local planning act, section 67-6509, Idaho Code, and shall be included as an element of the comprehensive plan*, the granting of the Application will satisfy the requirements of I.C. § 67-8208 (1).
9. Granting the Application complies with I.C. § 67-8208 (1) by including the Applicant's Capital Improvement Plan in the City's Comprehensive plan.

### DECISION and RECOMMENDATION

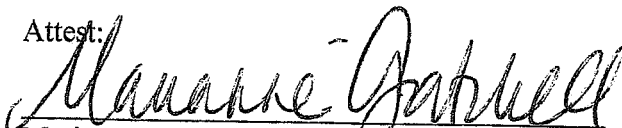
**THEREFORE**, the Planning and Zoning Commission of City of New Plymouth recommend to the City Council that the City Council grant and approve the above stated Application for amendments to the *City of New Plymouth Idaho Comprehensive Plan (March 2002)* and enter a Resolution accordingly.

Findings of Fact, Conclusions of Law, and Recommendation adopted this 27<sup>th</sup> day of May, 2025.



Teresa Allen, Chairman of the City of New Plymouth Planning and Zoning Commission

Attest:

  
Marianne Gatchell, City Clerk

**CITY OF NEW PLYMOUTH  
PAYETTE COUNTY, STATE OF IDAHO**

**RESOLUTION No. 2025-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW PLYMOUTH:**

- **Making Certain Findings;**
- **Approving the *New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan (Final Report – March 4, 2025)*; and**
- **Directing the City Clerk;**
- **Setting an Effective Date.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of New Plymouth:

**Section 1: Findings**

It is hereby found by the City Council of the City of New Plymouth that:

- 1.1 The New Plymouth Fire Protection District's (the "Fire District") duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 1.2 The Fire District's boundaries include all area within the City limits of the City of New Plymouth (the "City") and areas surrounding the City, and the Fire District provides ambulance transport, EMS, fire and emergency services within the City; 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 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.
- 1.5 The City of New Plymouth 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

- 1.6 The Act provides at Idaho Code § 67-8204A, that the City, when affected by development, has the authority to and has entered into *City of New Plymouth and New Plymouth Fire Protection District Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements* with the Fire District for the purpose of agreeing to collect and expend development impact fees for Fire District System Improvements; and
- 1.7 In anticipation and in consideration of the City Council of the City of New Plymouth adopting the Ordinance, which is intended to provide for the collection and expenditure of development impact fees for the Fire District, the City has established pursuant to an Intergovernmental Agreement with the Fire District, pursuant to Idaho Code § 67-8205, the *City of New Plymouth and New Plymouth Fire Protection District Joint Development Impact Fee Advisory Standing Committee* (the “Advisory Committee”); and
- 1.8 The Fire District retained, a qualified professional in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the Advisory Committee; and
  - 1.9 The Advisory Committee has submitted to the City Council the *The New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan (Final Report – March 4, 2025)* (the “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 §§ 67-8205 and 67-8206(2); and
- 1.10 Prior to the adoption of the Capital Improvements Plan, the City Council of the City of New Plymouth, in accordance with Idaho Code § 67-8206(3), has published notice and the Fire District Board of Commissioners and the City Council held a public hearing; and
- 1.11 The Capital Improvements Plan contains all the necessary contents of a capital improvements plan as provided in the Act by Idaho Code § 67-8208; and
- 1.12 The Fire District has concluded all of its process for the adoption of the Capital Improvements Plan as required in the Act; and
- 1.13 The City Council of the City of New Plymouth and the Board of Commissioners of the New Plymouth Fire Protection District have both determined that it is in the best interests of the City of New Plymouth and the Fire District and the residents, persons, and property within the boundaries of the City of New Plymouth that both shall adopt the Capital Improvements Plan.

## **Section 2: Action of Approval of the Capital Improvements Plan**

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

## **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 and to provide a certified copy of this resolution to the Secretary of the New Plymouth Fire Protection District.

## **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 NEW PLYMOUTH, IDAHO, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

APPROVED BY THE MAYOR OF THE CITY OF NEW PLYMOUTH, IDAHO, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**CITY OF NEW PLYMOUTH**

\_\_\_\_\_  
Ron Martinez, *Mayor*

**ATTEST:**

\_\_\_\_\_  
Marianne Gatchell, *City Clerk*

# **EXHIBIT A**

**Attached**

## **CAPITAL IMPROVEMENTS PLAN**

*New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan  
(Final Report – March 4, 2025)*

## Certification of Resolution No. 2025-06

Page 5

**CITY OF NEW PLYMOUTH  
PAYETTE COUNTY, STATE OF IDAHO**

**RESOLUTION No. 2025-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW PLYMOUTH:**

- **Making Certain Findings;**
- **Amending *City of New Plymouth Idaho Comprehensive Plan (March 2002)* by the amendment of the *Public Facilities, Utilities, and Services, Goals + Policies* of the Comprehensive Plan by the amendment and updating of the *Fire and Safety* section of the *Public Services And Utilities Element* at page 54, and the Goal at page 56 for the purpose of enacting an ordinance and entering into the intergovernmental agreement with the New Plymouth Fire Protection District for the collection and expenditure of development impact fees for the Fire District's systems improvements as identified in the *New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan Final Report March 4, 2025* ( the "Capital Improvements Plan") to be appended to the Comprehensive Plan as Appendix A. .; and**
- **Directing the City Clerk;**
- **Setting an Effective Date.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of New Plymouth:

**Section 1: Findings**

It is hereby found by the City Council of the City of New Plymouth that:

- 1.1** The City of Council of the City of New Plymouth adopted by resolution in March of 2002 the current edition of the *New Plymouth Comprehensive Plan* (the "Comprehensive Plan"); and
- 1.2** The City is experiencing and is affected by considerable growth and development; and
- 1.3** The New Plymouth Fire Protection District (the "Fire District") provides fire protection and emergency medical services throughout the City; and
- 1.4** The Fire District has requested the City, pursuant to I.C. § 67-8204A to enter into an intergovernmental agreement and enact an ordinance to provide for development impact fees for the Fire District; and
- 1.5** 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.
- 1.6** The City of New Plymouth 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
- 1.7** The Act provides, at Idaho Code § 67-8204A, that the City when affected by growth and 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
- 1.8** 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 City has established and appointed, pursuant to Idaho Code § 67-8205, a Development Impact Fee Advisory Committee; and
- 1.9** The Fire District originally retained Anne Wescott of Galena Consulting, and later in 2025 Colin McAweeney of TischlerBise/Galena both being qualified professionals in the field of public administration, to prepare an impact fee study and capital improvements plan in consultation with the *New Plymouth Fire Protection District Development Impact Fee Advisory Standing Committee* (the “Advisory Committee”); and
- 1.10** The Advisory Committee has submitted to the City Council the *New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan* Final Report –March 4, 2025 prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee as provided in Idaho Code §§ 67-8205 and 67-8206(2); and
- 1.11** The City has a planning and zoning commission which provided notice and held a public hearing in accordance with section 67-6509 and has made its findings of fact, conclusions of law, and Recommendations to the City Council to approve a resolution amending the City Comprehensive Plan.
- 1.12** Prior to the adoption of the Capital Improvements Plan, the Fire District Board of Commissioners and the City Council of the City of New Plymouth, in accordance with Idaho Code § 67-8206(3), have published notice and the Fire District Board of

Commissioners and the City Council held a joint combined public hearing; and

- 1.13 The Capital Improvements Plan contains all the necessary contents of a capital improvements plan as provided in the Act by Idaho Code § 67-8208; and
- 1.14 The Fire District has concluded all of its process for the adoption of the Capital Improvements Plan as required in the Act by Idaho Code §§ 67-8205 and 67-8206(3); and
- 1.15 The Act at I.C. § 67-8208 (1) provides those governmental entities, such as the City, who are required to undertake comprehensive planning pursuant to Chapter 65, Title 67, Idaho Code, are also required to prepare and adopt a capital improvements plan according to the requirements contained in chapter 65 of title 67 Idaho Code (the “Local Planning Act”), section 67-6509, Idaho Code, and shall be included as an element of the comprehensive plan.

## **Section 2: Action Amending the New Plymouth Comprehensive Plan.**

2.1 The City of New Plymouth Comprehensive Plan (2002) is hereby amended as follows:

- Amending and updating of the *Fire and Safety* section of the *Public Services And Utilities Element* at page 54, to read as follows:

~~The City has a fire protection Class 6 rating (classes are rated between 1 and 10 with a rating of 1 being the best). The Fire Department is volunteer based and comprised of eighteen volunteers and five reserve firefighters. The Fire Department has one fire truck, and the rural fire district has six fire trucks. The City and Rural Fire District have a written Mutual Aid Agreement. The Fire Department is located at City Hall. Fire protection services are provided within the City of New Plymouth by the New Plymouth Fire Protection District. In addition, the Fire District also serves, within its boundaries, areas within unincorporated areas of Payette County. The Fire District’s personnel, equipment and fire station are based in the City. It is important that the New Plymouth Fire Protection District will be able to continue to provide fire protection and basic life support services in spite of future growth. The City has the authority to enter into an intergovernmental agreement with the Fire District, as authorized by Idaho Code Section 67-8204A, for the purpose of agreeing to the collection and expenditure of development impact fees to assure that new development pays for its impact on Fire District facilities and services.~~

- Amending and updating of the *Goal: Provide adequate fire department necessities including men, equipment and training* heading and adding a new part 4 to the Policy stated thereunder at page 56, to read as follows:

GOAL: Provide adequate fire ~~department~~ district necessities including personnel, equipment and training.

POLICY: by adding new part 4 to read:

*4. Require those who benefit from new growth and development pay [development impact fees] their Proportionate Share of the costs of new Fire District Public Facilities needed to serve that new growth and development.*

- Amending by the addition of the *New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan* Final Report March 4, 2025 to be appended to the Comprehensive Plan as Appendix A.

### **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 and to provide a certified copy of this resolution to the Secretary of the New Plymouth Fire Protection District and facilitate the inclusion of the above stated amendment in an updated edition of the New Plymouth Comprehensive Plan.

### **Section 4: Effective Date.**

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

**PASSED BY THE CITY COUNCIL** by the City Council of the City of New Plymouth this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF NEW PLYMOUTH

By \_\_\_\_\_  
Ron Martinez, Mayor

ATTEST: \_\_\_\_\_  
Marianne Gatchell, City Clerk

# **APPENDIX A**

**Attached**

## **CAPITAL IMPROVEMENTS PLAN**

*New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan Final*  
Report March 4, 2025

[seal]

**CITY OF NEW PLYMOUTH  
PAYETTE COUNTY, STATE OF IDAHO**

**Certification of Resolution No. 2025-07**

STATE OF IDAHO   )  
                                  : ss.  
County of Payette    )

I certify that this is a true and correct copy of Resolution No. \_\_\_\_\_, an original record of the City of New Plymouth, in the possession of Marianne Gatchell, City Clerk of the City of New Plymouth.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_

[seal]

NEW PLYMOUTH CITY COUNCIL  
Regular Meeting Agenda  
September 2, 2025 – 6:00 PM  
New Plymouth City Council Chambers  
215 N Plymouth Avenue

1. Call Meeting to Order – Roll Call
2. Pledge of Allegiance
3. Approval of Minutes – August 18, 2025 (**Action Item**)
4. Approval of Payables - (**Action Item**)
5. Citizen Comments- 3 Minutes Max Per Person- See guidelines below \*\*
6. Mayor & Council Comments- 3 Minutes Max Per Person
7. New Business –
  - a. Appointment of Interim Councilor– (**Action Item**)
  - b. Public Hearing: New Plymouth Fire Impact Fee- To consider the amendment to the City of New Plymouth Comprehensive Plan - (**Action Item**)
  - c. Consideration of adoption by City Council Resolution 2025-06- Approving the New Plymouth Fire Protection District Impact Fee Study and Capital Improvement Plan Final Report March 4, 2025.- (**Action Item**)
  - d. Consideration of adoption by City Council of Findings of Fact, Conclusion of Law and Decision-to amend the City's Comprehensive Plan. – (**Action Item**)
  - e. Consideration of adoption by City Council Resolution 2025-07 amending the City of New Plymouth Idaho Comprehensive Plan- (**Action Item**)
  - f. Consideration of Adoption by City Council Ordinance # 431- New Title XIII (13) Municipal Code of the City of New Plymouth: The City of New Plymouth Development Impact Fee Ordinance- (**Action Item**)
  - g. Comp Plan Update– Discussion

Department Reports

- a. Engineering Status Report
  - b. Payette County Sheriff Report
- 
8. Adjournment – (**Action Item**)

**\*\*CITIZEN COMMENTS**

This time is reserved for the public to address their elected officials regarding concerns or comments they would like to provide to the City Council regarding

subjects not on the agenda. At times, the City Council may seek comments/opinions regarding specific City matters during this allotted time. This is not a time slot to give formal testimony on a public hearing matter, or comment on a pending application or proposal.

Any person needing special accommodation to participate in the above-mentioned meeting should contact New Plymouth City Clerk's Office at 215 N. Plymouth or phone 278-5338

Posted August 29, 2025, by: Marianne Gatchell

**ORDINANCE NO. 431**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF NEW PLYMOUTH BY THE ADDITION THERETO OF A NEW TITLE XIII TITLED “DEVELOPMENT IMPACT FEES” PROVIDING FOR:**

- **SHORT TITLE, AND**
- **AUTHORITY, APPLICABILITY, FINDINGS, AND PURPOSE; AND**
- **DEFINITIONS; AND**
- **CAPITAL IMPROVEMENT PLANS; AND**
- **PERIODIC REVIEWS OF THE CAPITAL IMPROVEMENTS PLANS; AND**
- **ANNUAL AUDIT; AND**
- **INTERGOVERNMENTAL AGREEMENTS WITH NEW PLYMOUTH FIRE PROTECTION DISTRICT, AND**
- **IMPOSITION OF IMPACT FEES AND PAYMENT; AND**
- **ENFORCEMENT AND COLLECTION; AND**
- **CITY AND IMPACT FEE ADMINISTRATOR POWERS TO REQUIRE PAYMENT OF IMPACT FEES; AND**
- **DEVELOPMENT IMPACT FEE(S) EXEMPTIONS; AND**
- **PROCESS FOR INDIVIDUAL ASSESSMENT; AND**
- **EXTRAORDINARY IMPACTS; AND**
- **DEVELOPER CREDITS AND REIMBURSEMENTS; AND**
- **IMPACT FEE PAYMENT MISTAKE OR MISREPRESENTATION; AND**
- **FEE PAYER REFUNDS; AND**
- **DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUNDS/EXPENDITURES, BUDGET, AUDIT, AND SURCHARGE; AND**
- **APPEALS, AND MEDIATION; AND**
- **MISCELLANEOUS PROVISIONS; AND**
- **PUNISHMENT FOR VIOLATIONS OF THE ORDINANCE; AND**
- **CONSTRUCTION OF ORDINANCE INTENT; AND**
- **PROVIDING AN EFFECTIVE DATE AND PUBLICATION; AND**
- **DIRECTING THE CITY CLERK.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NEW PLYMOUTH, IDAHO:**

**SECTION 1.** That the Municipal Code of the City of New Plymouth be amended by the addition thereto of a new Title XIII titled “Development Impact Fees” to read as follows:

## **TITLE 13 DEVELOPMENT IMPACT FEES**

### **CHAPTER 1 TITLE, AUTHORITY, APPLICABILITY, FINDINGS AND PURPOSE:**

#### **13-1-1 SHORT TITLE**

This title shall be known and may be cited as the *City of New Plymouth Development Impact Fee Ordinance*.

#### **13-1-2 AUTHORITY**

This ordinance is enacted pursuant to the City of New Plymouth's (the "City") 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, collect development impact fees pursuant to its authority to enter into an intergovernmental agreement as provided for in IC § 67-8204A.

#### **13-1-3 APPLICABILITY**

Except as otherwise exempted in section 13-7-1, these provisions shall apply to the development of property located within the boundaries of the City of New Plymouth, Idaho.

#### **13-1-4 FINDINGS**

- A The City is experiencing considerable growth and development; and
- B New Plymouth Fire Protection District ("the Fire District") is a taxing district organized and existing by virtue of Chapter 14 of Title 31, Idaho Code, and the Fire District's boundaries include all areas within the City limits of the City and areas surrounding the City; and
- C 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 provide for the protection and preservation of life; and
- D The purposes of the Act [IC § 67-8202] are as follows:
  - 1. Ensure that adequate Public Facilities are available to serve new growth and development;
  - 2. 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
  - 3. Establish minimum standards for adoption of development impact fee ordinances by cities; and

4. 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 Requirement s; and
  5. To empower cities to adopt ordinances to impose development impact fees.
- E The Act does not authorize the Fire District to enact a development impact fee ordinance; and
- F The Act does provide, pursuant to IC § 67-8204A, in circumstances where the City and a 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 an 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.
- G New growth within the City imposes and will impose increasing and excessive demands upon the Fire District's existing capital facilities.
- H New growth within the City is expected to continue, and will place ever-increasing demands on the Fire District to provide and expand its capital facilities to serve that new growth.
- I The tax revenues generated from new 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.
- J Section 67-8204A of the Act authorizes the City to adopt an impact fee system and to enter into the intergovernmental agreements with the Fire District to offset, recoup, or reimburse the portion of the costs of needed improvements to its capital facilities caused by new growth and Development in the City.
- K 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 the Fire District has adequate capital facilities which 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 the Fire District's 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 the Fire District's capital facilities needed to serve new growth and Development in the City; and (e) prevent duplicate and ad hoc Development Requirement s in the City.

- L The Capital Improvements Plan contains the Capital Improvements planned by the Fire District during the term of its Capital Improvements Plan, and such element has been developed in conformance with the requirements Chapter 82 of Title 67, Idaho Code.
- M The Capital Improvements Plan sets forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the Fire District's capital facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development.
- N 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.
- O The Fire District impact fees established by this title are based on the Fire District's Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the Fire District impact fees.
- P The Fire District's capital facilities, include in the calculation of the fees in its Capital Improvements Plans, 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's impact fees collected from Developers.
- Q There is both a rational nexus and a rough proportionality between Development impacts created by each type of Development covered by this title, the development impact fees assessment of such Development covered by this title, and the development impact fees that such Developer will be required to pay.
- R This title 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 the development impact fee was paid within a reasonable period of time after the development impact fee is paid, and in conformance with IC § 67-8210.
- S This title 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.
- T This title creates a system under which there shall be no double payment of development impact fees, in accordance with IC § 67-8204(19).
- U This title is consistent with all applicable provisions of the Act concerning development impact fee ordinances.

### **13-1-5 PURPOSE**

- A. This title is adopted to be consistent with, and to help implement the Capital Improvements Plan.
- B. The intent of this title is to ensure that new 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 used for System Improvements in accordance with the Act.
- C. It is the further intent of this title 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.
- D. It is not the intent of this title to collect any money from any new Development more than the actual amount necessary to offset new demands for System Improvements created by such new Development.
- E. It is the intent of this title that any monies collected, as imposed Impact Fees, are deposited in the appropriate Impact Fees Capital Projects Trust Fund account, 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 any district's, with which the City has entered into an Intergovernmental Agreement pursuant to I.C. § 67-8204A, Capital Facilities, and are never used to replace, rehabilitate, maintain or operate any Capital Facilities.

## **CHAPTER 2 DEFINITIONS**

### **13-2-1 DEFINITIONS**

As used in this title, 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:

*ACCOUNTS* shall mean any of one or more interest bearing accounts within the District Development Impact Fee Capital Projects Trust Fund established in section 10-11-1 of this title.

*ADVISORY COMMITTEE* shall mean a Fire District advisory committee established and identified in the Intergovernmental Agreement which is formed and staffed pursuant to I.C. § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions, or updates of the same.

*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.

*BUILDING PERMIT* shall mean the City permit required for foundations, new construction and additions.

*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 District Capital Facilities.

*CAPITAL IMPROVEMENTS ELEMENT* shall mean a component of the Capital Improvements Plans identified in the Fire District's CIP adopted by its governing board and the City Council 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 an Impact Fee Study and Capital Improvements Plan, which has been recommended by the Advisory Committee and adopted by the Fire District's Board of Commissioners and the City Council pursuant to the act that identifies the Fire District Capital Facilities for which the Fire District's impact fees may be used as a funding source.

*CITY* shall mean the City of New Plymouth.

*CITY COUNCIL* shall mean the City Council of the City of New Plymouth.

*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 IC §§ 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 IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND")* shall mean the New Plymouth Fire Protection District Development Impact Fee Capital Trust Fund which will include individual impact fee capital projects Trust Fund accounts as established by action of the Fire District's board of commissioners.

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

*DISTRICT ADMINISTRATOR* shall mean the impact fee administrator appointed by the New Plymouth Fire Protection District Impact Fee Administrator as established by its Board of Commissioners.

*DISTRICT CAPITAL FACILITIES* shall mean Fire District facilities, stations, apparatus, vehicles and equipment which are identified in the Capital Improvement Plan, and specifically including those related costs including System Improvements Costs, but not including maintenance, operations, or improvements that do not expand their capacity.

*DISTRICT* shall mean the Fire District.

*DISTRICT IMPACT FEES* shall mean a payment of money imposed as condition of Development Approval to pay for a Proportionate Share of the Fire District's costs of System Improvements needed to serve the Development. The term does not include the following:

- A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for Development;
- Connection or hookup charges;
- Availability charges for drainage, sewer, water or transportation charges for services provided directly to the Development; or
- 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 IC § 67-8209(3) as amended, for credit or reimbursement.

*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 Administrator to: (i) result in the need for 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 IC § 67-8214(2), as amended; or (ii) result in the need for 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 New Plymouth Fire Protection District, a fire district organized and existing by virtue of the Fire Protection District Law, Chapter 14 of Title 31, Idaho Code.

*FIRE DISTRICT BOARD OF COMMISSIONERS* shall mean the board of commissioners of the New Plymouth Fire Protection District, which is its governing board.

*INTERGOVERNMENTAL AGREEMENT* shall mean the City of New Plymouth/New Plymouth Fire Protection District Intergovernmental Agreement and Joint Powers Agreement For The Collection And Expenditure of Development Impact Fees For Fire District System Improvements entered into by and between the City and the Fire District pursuant to I.C. § 67-8204A for the collection and expenditure of impact fees established pursuant to this title.

*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-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 I.C. § 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 title, there shall be one Service Area encompassing all of the City of New Plymouth.

*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 title, Service Units include dwelling units as defined in City code and square feet of nonresidential 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 title, System Improvements are for Fire District's fire prevention 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 I.C. § 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:

- Construction, acquisition or expansion of Public Facilities other than Capital Improvements identified in the Capital Improvements Plan;
- Improvements, repair, operation or maintenance of existing or new capital;
- Upgrading, updating, expanding or replacing existing Capital Improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- Upgrading, updating, expanding or replacing existing Capital Improvements to provide better service to existing development;
- 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 I.C. § 67-8208, as amended; and
- Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the District to finance Capital Improvements identified in the Capital Improvements Plan.

### **CHAPTER 3 CAPITAL IMPROVEMENTS PLANS:**

#### **13-3-1 Proportionate Determination Methodology:**

**Impact Fees are determined by the approved Capital Improvement Plan and** shall not exceed a Proportionate Share of the cost of the System Improvements determined in accordance with I.C. § 67-8207, as amended. Impact Fees shall be based on actual System Improvements Costs or reasonable estimates of such costs. The amounts of the Impact Fees shall be calculated using the methodology contained in the Capital Improvements Plan which complies with the following:

- A. Based on a reasonable and fair formula or method under which the Impact Fees imposed do not exceed a Proportionate Share of the costs incurred or to be incurred by the City or a District, as the case may be, in the provision of System Improvements to serve the new Development. The Proportionate Share is the costs attributable to the new Development after the consideration of the following:
  1. Any appropriate credit, offset or contribution of money, dedication of land or construction of System Improvements; and
  2. 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; and
  3. That portion of general tax or other revenues allocated by a District to System Improvements; and
  4. All other available sources of funding such System Improvements.

- B. In determining the Proportionate Share of the cost of System Improvements to be paid by the Developer, the following factors shall be considered by the City or a District, as the case may be, and accounted for in the calculation of the Impact Fees:
1. The costs of existing System Improvements within the Service Area; and
  2. The means by which existing System Improvements have been financed; and
  3. 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; and
  4. The extent to which the new Development is required to contribute to the cost of existing System Improvements in the future; and
  5. The extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area; and
  6. Extraordinary Costs, if any, incurred in serving the new Development; and
  7. The time and price differential inherent in a fair comparison of fees paid at different times; and
  8. The availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation.
- C. *Levels of service.* Impact Fees shall be calculated on the basis of levels of service for Public Facilities adopted in this title 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 Impact Fees are imposed must be attributable to the capacity demands generated by the new Development.

### **13-3-2 Service Areas:**

Service Areas include areas as are identified and defined in the approved Capital Improvement Plan.

### **13-3-3 Review and Modification of Capital Improvements Plan.**

Unless the City Council regarding the City's Capital Improvements Plan; and unless the City Council and the District Commissioners regarding a District Capital Improvements Plan deems some other period is appropriate, the City Council and the District 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 and in accordance with the procedures set forth in I.C. § 67-8206, as amended. Each update shall be prepared by the Administrator in consultation with the advisory committee.

### **13-3-4 Capital Improvements Plan Error Discovery:**

If the City or a District discovers an error in a Capital Improvements Plan which results in assessment or payment of more than a Proportionate Share of System Improvements Costs on any proposed Development, the Administrator shall:

1. Adjust the Impact Fees to collect no more than a Proportionate Share; or

2. Discontinue the collection of any Impact Fees until the error is corrected by ordinance.

## **CHAPTER 4 INTERGOVERNMENTAL AGREEMENTS**

### **13-4-1 Authority to Enter into Intergovernmental Agreements:**

The City is a governmental entity that is empowered by the Act to adopt development impact fee ordinances, and as such is authorized, by I.C. § 67-8204A, to enter into Intergovernmental Agreement with highway districts, fire districts, ambulance districts, water districts, sewer districts, recreational water and sewer districts, or irrigation districts for the purpose of developing joint plans for capital improvements or for the purpose of agreeing to collect and expend development impact fees for system improvements.

### **13-4-2 City and District Intergovernmental Agreements:**

The City has entered into an Intergovernmental Agreement with each District which Intergovernmental Agreements are in full force and effect.

### **13-4-3 District Governed by this Title:**

The Intergovernmental Agreements comply with this title and requires each District to be governed by and to fully abide by the provisions of this title.

### **13-4-4 Amendments to Intergovernmental Agreement:**

Any amendments of any Intergovernmental Agreement shall be implemented by corresponding relevant amendments of this title which amendments shall not apply to any Impact Fees then not expended and currently held in the Trust Fund.

## **CHAPTER 5 IMPOSITION OF IMPACT FEES AND PAYMENT**

### **13-5-1 Impact Fees Imposed:**

Impact Fees are hereby imposed on all new Development within a Service Area, as defined in the Capital Improvements Plan, in accordance with the impact fee schedules as set forth in this chapter.

### **13-5-2 Impact Fee Calculation:**

The Impact Fees shall be calculated and imposed in accordance with the Impact Fee schedule set forth in the Capital Improvements Plan which provide 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 chapter 8 of this title; or
- B. The Development will have an Extraordinary Impact pursuant to chapter 9 of this title. The methodology for determining the costs per Service Unit provided for in the fee schedule is set forth in the Capital Improvements Plan.

### **13-5-3 Impact Fee Schedules:**

The schedules of development impact fees for the various land uses per unit of development are herein set forth as follows:

A. New Plymouth Fire Protection District

Residential (per Single Family Dwelling Unit)	\$1,237.00
Residential (per Multi-Family Dwelling Unit)	\$ 728.00
Non-Residential (per 1000 retail square feet)	\$3,645.00
Non-Residential (per 1000 office square feet)	\$1,405.00
Non-Residential (per 1000 industrial square feet)	\$ 631.00
Non-Residential (per 1000 Institutional square feet)	\$1,396.00

**13-5-4 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 an 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 I.C. § 67-8214(3), as amended.

**13-5-5 Procedures:**

The collection of Impact Fees shall be in accordance with the following:

- A. *Building Permit.* Upon submittal of complete Building Permit plans for the Development to the City, the City shall calculate the Impact Fees for the Development in accordance with an Impact Fee Schedule (section 13.5.3) unless the Fee Payer requests an individual assessment or is the subject of a credit or the Administrator determines that the Development may have Extraordinary Impact.
- B. *Exemption.* An exemption pursuant to section 13.7.1 of this title 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.

**13-5-6 Certification of Impact Fees Due:**

After the Impact Fees due for a proposed Development have been calculated by the City pursuant to the Impact Fees Schedule or by the Administrator using the individual assessment process or there is a credit or Extraordinary Impact, the Fee Payer may request from the City or the Administrator a certification of the amount of the Impact Fee due for that Development. Within thirty (30) days after receiving such request the Administrator shall issue a written certification of the amount of the Impact Fee due for the proposed Development. Such certification shall establish the Impact Fee so long as there is no material change to the Project as identified in the individual assessment application, or the impact fees schedule of the Capital Improvements Plan. The certification shall include an explanation of the calculation of the Impact Fee including an explanation of factors considered under Idaho Code Section 67-8207, and shall also specify the system improvement(s) for which the Impact Fee is intended to be used. If the Impact Fee is calculated by the City pursuant to the impact fee schedule, the City shall provide the certification to the Fee Payer and the Administrator. If the impact fee is determined by the Administrator following an individual assessment of the fee, the Administrator shall provide the certification to the Fee Payer and the City.

**13-5-7 Payment and Receipt of Fees.**

The Impact Fees shall be paid to the City at the following times:

- A. If a Building Permit or Manufactured/Mobile Home installation permit is required, then at the time before the permit is issued; or
- B. If no Building Permit or Manufactured/Mobile Home installation permit is required, then at the time that construction commences; or
- C. At such other time as the Developer and City or a District, as the case may be, have agreed upon in writing with notice to the City.
- D. All Impact Fees paid to the City pursuant to an intergovernmental agreement shall then be delivered to the Administrator on a once-a-month basis.
- E. In the event Impact Fees are paid to a District, then the District Administrator shall immediately notify the City of said payment.

#### **13-5-8 Payment Under Protest:**

A Fee Payer may pay an 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.

### **CHAPTER 6 CITY AND ADMINISTRATOR POWERS TO REQUIRE PAYMENT OF IMPACT FEES**

#### **13-6-1 Impact Fee Payment Enforcement:**

When any Impact Fee is due pursuant to this title, or pursuant to the terms of any written agreement between a Fee Payer and the City or a District, as the case may be, and or otherwise such Impact Fee has not been paid in a timely manner, the City, or Administrator on behalf of a District, may exercise any or all of the following powers as applicable to their authority, in any combination, to enforce the collection of the Impact Fee:

- A. Withhold Building Permits, manufactured home installation permits, or other City Development related to the Development for which the City or a District Impact Fee is due until all Impact Fees due have been paid, issue stop work orders, and revoke or suspend a Building Permit.
- B. Withhold utility services from the Development for which the Impact Fee is due until all Impact Fees due have been paid.
- C. Add interest to the Impact Fees not paid in full at the legal rate provided for in I.C. § 28-22-104, as amended, plus five (5) percent beginning on the date at which the payment of the Impact Fees was due until paid in full.
- D. Impose a penalty of five (5) percent of the total 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 Impact Fee was due, until paid in full.
- E. Impose a lien pursuant to the authority of I.C. § 67-8213(4) for failure to timely pay an Impact Fee following the procedures contained in Idaho Code Title 45, Chapter 5.

## **CHAPTER 7 EXEMPTIONS**

### **13-7-1 Exemptions:**

The provisions of this title shall not apply to the following:

- A. 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; or
- B. Remodeling or repairing a structure which does not increase the number of Service Units;
- C. 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; or
- D. Placing a temporary construction trailer or office on a lot; or
- E. Constructing an addition on a residential structure which does not increase the number of Service Units; or
- F. Adding uses that are typically accessory to residential uses, such as a 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
- G. 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:
  - 1. 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 title; or
  - 2. an Impact Fee has been paid previously for the Modular Building, Manufactured/Mobile Home, or Recreational Vehicle on that same lot or space.
- H. Construction that would otherwise be subject to payment of the development impact fee pursuant to this chapter if undertaken by a taxing district, as defined in section 63-201, Idaho Code, or by an authorized public charter school, as defined in section 33-5202A, Idaho Code, in the course of carrying out its statutory responsibilities.

### **13-7-2 Exemption Claim Process:**

An exemption from an 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 Administrator within ninety (90) days of receipt of the claim for exemption.

## **CHAPTER 8 INDIVIDUAL ASSESSMENTS**

### **13-8-1 Individual Assessment Process:**

Requests for individual assessment shall be processed in accordance with the following:

- A. In lieu of calculating the amount of the Impact Fee pursuant to section 13.5.3 and the Capital Improvements Plan, a Fee Payer may file a request with the City or a District, that the amount of the required Impact Fee be determined by the 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 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 title, 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 title. 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 adopted levels of service, than the Impact Fees that would otherwise be due pursuant to section 13.5.3 and 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 or a District Administrator, as the case may be, 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 section 13.5.3, and the Capital Improvements Plan is known. Upon filing a request for individual assessment, the City shall transmit the request to the Administrator for review. The Administrator shall issue a written decision within thirty (30) days following receipt of a completed request for individual assessment together with all supporting information from the Fee Payer, so as not to unreasonably delay the Developer's (Fee Payer's) subsequent applications to the City for Building Permits.
- D. Each individual assessment request delivered to the Administrator may then be accepted, rejected, or accepted with modifications by the Administrator as the basis for calculating the 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 Administrator on an application for an individual assessment shall include an explanation of the calculation of the Impact Fee, shall specify the system improvement(s) for which the Impact Fee is intended to be used, and shall include an explanation of those factors identified in I.C. § 67-8207.
- F. If an individual assessment is accepted or accepted with modifications by the Administrator, then the Impact Fee due under this title for such Development shall be calculated according to such individual assessment.
- G. The Administrator shall provide notice of final determination of an individual assessment to the Developer (Fee Payer).

## **CHAPTER 9 EXTRAORDINARY IMPACTS**

### **13-9-1 Extraordinary Impact Determinations:**

Determinations of Extraordinary Impacts are made as follows:

- A. The Administrator shall review and determine whether the Development application will impose Extraordinary Impact.
- B. If the Administrator determines that a proposed Development generates Extraordinary Impact that will result in extraordinary Systems Improvements Costs, the Administrator will notify the Fee Payer of their determination within thirty (30) days after Administrator's receipt of the Development application. Such notice shall include a statement that the potential impacts of such Development on System Improvements are not adequately addressed by the Capital Improvements Plan, and that a supplemental study, at the Fee Payer's expense, will be required.
- C. Circumstances that may lead to a determination of Extraordinary Impact include, but are not limited to an indication that the assumptions used in the Capital Improvements Plan underestimate the level of activity or impact on Capital Facilities from the proposed Development or activity.
- D. Within thirty (30) days following the designation of a Development with Extraordinary Impact, the Administrator shall meet with the Fee Payer to discuss whether the Fee Payer wants to:
  - 1. Pay for the supplemental study necessary to determine the System Improvements Costs related to the proposed Development; or
  - 2. Modify the proposal to avoid generating Extraordinary Impact; or
  - 3. Withdraw the application for certification, Building Permit, or Development.
- E. If the Fee Payer agrees to pay for the supplemental study required to document the proposed Development's Proportionate Share of System Improvements Costs, then the City or the District, as the case may be, 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 the individual or organization to pay the costs of the

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:
  - 1. Pay the Proportionate Share of System Improvements Costs documented by the supplemental study; or
  - 2. Modify the proposed Development to reduce such costs; or
  - 3. Withdraw the application.
- G. If the Fee Payer agrees to pay the System Improvements Costs documented in the supplemental study, that agreement shall be reduced to writing between the City or the District, as the case may be, and the Fee Payer, prior to review and consideration of any application for any Development or Building Permit related to the proposed Development.
- H. 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 or a District to approve Development that results in an Extraordinary Impact to the City or a District, as the case may be.

## **CHAPTER 10 DEVELOPER CREDITS AND REIMBURSEMENT**

### **13-10-1 Developer Credits and Reimbursement Process:**

When a Developer or their predecessor in title or interest has constructed System Improvements of the same category as a Capital Improvements Element, or contributed or dedicated land or money towards the completion of System Improvements of the same category as a Capital Improvements Element, and the City or the District, as the case may be, has accepted such construction, contribution or dedication, the City or the District, as the case may be, shall issue a credit, in accordance with the provisions of this chapter, against the Impact Fees otherwise due for the same 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 as a condition of Development or was offered by the Developer and accepted by the City or the District, as the case may be, 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.

### **13-10-2 Credit Limitations:**

Credits against an Impact Fee shall not be given for:

- A. Project Improvements; or
- B. Any construction, contribution, or dedication not agreed to in writing by the City or a District, as the case may be, prior to commencement of the construction, contribution, or dedication. Credits issued for one Capital Improvements Element may not be used to

reduce the impact fee due for a different capital improvement. No credits shall be issued for System Improvements contributed or dedicated prior to the effective date of this title.

#### **13-10-3 Valuation of Credit at Present Value:**

The valuation of system improvements for credit against Impact Fees shall be in accordance with the following:

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

#### **13-10-4 When Credits become Effective:**

Credit against Impact Fees become effective in accordance with the following:

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

#### **13-10-5 Credit Request Procedures:**

The following are the procedural requirements for the processing of credit against impact fees requests:

- A. *Request.* In order to obtain a credit against (an) Impact Fee(s) otherwise due, a Fee Payer shall submit to the City or a District, as the case may be, a written offer of request to dedicate specific parcels of qualifying land or a written offer to contribute or construct

specific System Improvements to the Capital Facilities in accordance with all applicable state and local governmental design and construction standards, and shall specifically request a credit against the type of impact fee for which the land dedication or System Improvements is offered. The City or a District, as the case may be, shall then deliver the written offer of request to the Administrator.

- B. *Review.* After receipt of the written offer of request for credit, the Administrator shall review the request and determine whether the land or System Improvements offered for credit will reduce the costs of providing Capital Facilities by an amount at least equal to the value of the credit. If the Administrator determines that the offered credit satisfies those criteria and will be acceptable to the City or the District Commissioners, as the case may be, then the credit shall be issued. The review and determination of a written offer/application for credit shall be completed by the Administrator within thirty (30) days after receipt of a written offer and application for credit.
- C. *Credits exceeding fee amounts due.* If the credit due to a Fee Payer pursuant to sections above exceeds the Impact Fees that would otherwise be due from the Fee Payer pursuant to this title (whether calculated through the fee schedule attached to the capital improvement plan or through an independent assessment), the Fee Payer may choose to receive such credit in the form of either:
  - 1. A credit against future City or a District's Impact Fees due for the same System Improvements; or
  - 2. A reimbursement from Impact Fees paid by future Development that impacts the System Improvements contributed or dedicated by the Fee Payer. Unless otherwise stated in an agreement with the Fee Payer, the City, or the District, as the case may be, shall be under no obligation to use any of its funds other than Impact Fees paid by other Development for the same System Improvements to reimburse the Fee Payer for any credit in excess of the Impact Fees that are due.
- D. *Written agreement required.* If credit or reimbursement is due to the Fee Payer pursuant to this section, the City or a District, as the case may be, 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 of time and form of reimbursement, and shall have a term not exceeding ten (10) years.
- E. The Administrator's determination on the written offer of request for credit shall be provided to the Fee Payer and the City or the District Commissioners, as the case may be.

## **CHAPTER 11 IMPACT FEE PAYMENT MISTAKE OR MISREPRESENTATION**

### **13-11-1 Incorrect Impact Fee Payment:**

If Impact Fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a Fee Payer shall be refunded by the City or the District, as the case may be, within thirty (30) days after the acceptance of the recalculated amount, with

interest at the legal rate provided for in I.C. § 28-22-104 from the date on which the fee was paid. Any amounts underpaid by the Fee Payer shall be paid to the City or the District, as the case may be, within thirty (30) days after the Administrator's acceptance of the recalculated amount, with interest at the legal rate provided for in I.C. § 28-22-104 from the date on which the fee was paid. In the case of an underpayment of Impact Fees, the Administrator may request the City and the City may withhold issuance of the Building Permits or Development for the Project for which the Impact Fees were paid until such underpayment is corrected, and if amounts owed are not paid within such thirty-day period, the Administrator may also ask the City to revoke any Building Permits or Development issued in reliance on the previous payment of such Impact Fees and refund such fees to the Fee Payer.

## **CHAPTER 12 REFUNDS**

### **13-12-1: Duty to Refund**

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; or
- B. A Building Permit, or permit for installation of a manufactured home, is denied by the City or abandoned; or
- C. The Fee Payer pays Impact Fees under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the Proportionate Share to which the City or a District, as the case may be, was entitled to receive; or
- D. The City or the District, as the case may be, collected the Impact Fees and failed to Appropriately or expend the collected fees pursuant to the section below; or
- E. Failure of the City or a District, as the case may be, to commence construction or encumber the funds in the Development Impact Fee Capital projects Trust Fund.

### **13-12-2**

Any Impact Fee paid shall be refunded if the City or a District, as the case may be, has failed to commence construction of System Improvements in accordance with this title, or to Appropriately funds for such construction, within eight (8) years after the date on which such Impact Fees were collected. Any refund due shall be paid to the owner of record of the parcel for which the Impact Fees were paid. The City or the District, as the case may be, may hold Impact Fees for longer than eight (8) years if it is identified in writing and in written notice to the owner of record of the parcel identifying:

- A. A reasonable cause for why the Impact Fees should be held longer than eight (8) years; and an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date the Impact Fees were collected.
  - 1. If the City or a District, as the case may be, fails to comply with the previous sentence, fails 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 then any Impact Fees so identified shall be refunded to the Fee Payer or to a successor in interest, as the case may be.

**13-12-3: No Refund Due for Subsequent Reduction in Size of Development or Service Units.**

After Impact Fees have been paid pursuant to this title 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.

**13-12-4 Interest.**

Each refund shall include a refund of interest at one-half the legal rate provided for in I.C. § 28-22-104 from the date on which the fee was originally paid.

**13-12-5 Timing.**

The City or a District, as the case may be, shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the City or the District, as the case may be, shall send the refund to the owner of record within ninety (90) days after it determines that a refund is due.

**CHAPTER 13 DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST  
FUNDS/EXPENDITURES, BUDGET, AUDIT, AND SURCHARGE**

**13-13-1 Establishment of Development Impact Fee Capital Projects Trust Funds by City and Districts:**

The City and each District shall establish a Trust Fund. The City shall maintain the City's Trust Fund and each District shall maintain their respective Trust Fund, for the purpose of ensuring that all Impact Fees collected, pursuant to this title, are used to address impacts reasonably attributable to new Development for which the Impact Fees are paid. Each Trust Fund shall be divided into the Accounts. All funds in all Accounts in each Trust Fund shall be maintained in an interest-bearing account. The interest earned on each Account pursuant to I.C. § 67-8210(1) shall not be governed by I.C. § 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of funds as the Impact Fees on which the interest is generated.

**13-13-2: Trust Fund Deposits and Accounting:**

All monies paid by a Fee Payer, pursuant to this title, shall be identified as Impact Fees and shall be promptly deposited by the Administrator in the appropriate account of the Trust Fund.

- A. *First-in/first-out.* Monies in each account shall be spent in the order collected, on a first-in/first-out basis.
- B. *Maintenance of Records.* The City and each District shall maintain and keep accurate financial records for each account that shall show the source and disbursement of all revenues, account for all monies received, ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of Projects specified in the Capital Improvements Plan, and provide an annual accounting for each Impact Fee

Account showing the source and amount of all funds collected and the Projects that were funded.

- C. *Accounting Principles.* The calculation of Impact Fees shall be in accordance with generally accepted accounting principles. Impact Fees shall not be deemed invalid because payment of Impact Fees may result in an incidental benefit to owners or Developers within the Service Area other than the Fee Payer.

#### **13-13-3 Expenditure Eligibility:**

Expenditures of Impact Fees collected and deposited in the Trust Fund shall be made only for System Improvements within the Service Area for which the Impact Fees were collected in accordance with the Capital Improvements Plan.

#### **13-13-4 Annual Capital Budget:**

The City and each District shall annually adopt a capital budget.

#### **13-13-5 Monies in Trust Fund not Expended Carried Over from Fiscal Year to Fiscal Year:**

Any monies, including any accrued interest not assigned to specific System Improvements within such Capital Improvements Plan and not expended or refunded shall be retained in the same account until the next fiscal year.

#### **13-13-6 Annual Audit Report:**

As part of their annual audit process, the City and the District(s) shall each prepare an annual report:

- A. Describing the amount of all 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 Impact Fees collected, appropriated, or spent for System Improvements during the preceding year in the systems improvements category of Capital Facilities.

#### **13-13-7 Surcharge Reimbursement:**

A portion of each Impact Fee collected shall be designated as a surcharge for reimbursement for the cost of preparing the Capital Improvements Plan in accordance with I.C. § 67-8208. The surcharge shall not exceed the Development's Proportionate Share of the cost of preparing the Capital Improvements Plan.

## **CHAPTER 14 APPEALS/MEDIATION**

#### **13-14-1 Appeals to the District's Commissioners:**

Any Fee Payer who is or may be obligated to pay an Impact Fee, which is established by the City by Intergovernmental Agreement, and who claims a right to receive a refund, reimbursement, exemption, or credit under this title or is otherwise dissatisfied with a decision made by the Administrator in applying this title, may appeal such decision to the District Commissioners in accordance with the following process:

- A. The Fee Payer shall have the burden of demonstrating that the decision was in error.

- B. In order to pursue the appeal described in this subsection, the Fee Payer shall file a written notice of appeal with the Administrator within thirty (30) days after the date of the Administrator's decision, or the date on which the Fee Payer submitted a payment of the Impact Fees under protest, whichever is later. Such written notice of appeal 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.
- C. The Commissioners 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 Administrator shall likewise have the right to be present and to present evidence in support of their decision. The criteria to be used by the District Commissioners in considering the appeal shall be whether:
  - 1. The decision or interpretation made by the Administrator or the alternative decision or interpretation offered by the Fee Payer, more accurately reflects the intent of this title that new Development in the Service Area pay its Proportionate Share of the costs of System Improvements to the District's facilities necessary to serve new Development and whether the provisions of this title have been correctly applied. The District Commissioners shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

#### **13-14-2 Appeals to the City Council:**

Any Fee Payer who is or may be obligated to pay an Impact Fee which is established by the City and is subject to an Intergovernmental Agreement, and who claims a right to receive a refund, reimbursement, exemption, or credit under this title or is otherwise dissatisfied with a decision made by the City Administrator or the decision of the District Commissioners in applying this title, may appeal such decision to the City Council.

- A. The Fee Payer shall have the burden of demonstrating that the City Administrator's or the District Commissioners' decision was in error.
- B. In order to pursue the appeal described in this subsection, the Fee Payer shall file a written notice of appeal with the City Administrator within thirty (30) days after the date of the District Commissioners' decision. Such written notice of appeal shall include a statement describing why the Fee Payer believes that the appealed decision of the City Administrator or the District Commissioners, as the case may be, was in error, together with copies of any documents that the Fee Payer believes support the claim. The City Administrator shall within three (3) business days deliver the notice of appeal together with copies of any documents filed with it to the City Clerk.
- C. The City Council shall hear the appeal within sixty (60) days after receipt by the City Clerk of a written notice of appeal. The Fee Payer shall have a right to be present and to present evidence in support of the appeal. The City Administrator or the District Administrator, as the case may be, shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the City Council in considering the appeal shall be whether:
  - 1. The decision or interpretation made by the City Administrator or the District Commissioners' decision on appeal, or the alternative decision or interpretation

offered by the Fee Payer, more accurately reflects the intent of this title that new Development pay its Proportionate Share of the costs of System Improvements to facilities necessary to serve new Development and whether the provisions of this title have been correctly applied. The City Council shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

### **13-14-3 Mediation**

Any Fee Payer that has a disagreement with an Administrator regarding an Impact Fee determination that is or may be due for a proposed Development pursuant to this title, may enter into a voluntary agreement with (depending upon the progress of the protest) the City or the District, as the case may be, to submit the disagreement to mediation by a qualified independent party acceptable to both the Fee Payer and the City or the District.

- A. Mediation may take place at any time following the filing of a timely appeal pursuant to sections 13.14.1 and 13.14.2, 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 13.14.2.
- B. Participation in mediation does not preclude the Fee Payer from pursuing other remedies provided for in this section.
- C. If mediation is requested, any related mediation costs shall be shared equally by the Fee Payer and the City or the District, (depending upon the progress of the protest), and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.
- D. In the event that mediation does not resolve the issues, the Fee Payer retains all rights to seek relief from a court of competent jurisdiction.

## **CHAPTER 15 MISCELLANEOUS PROVISIONS**

### **13-15-1 No Requirement of the City to Approve Extraordinary Impact Development:**

Nothing in this title shall obligate the City to approve Development which results in an Extraordinary Impact.

### **13-15-2 District not obligated to Approve Development that Reduces Levels of Service:**

Nothing in this title shall obligate a District to approve any Development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in this title.

### **13-15-3 No Additional Right to Develop Created by this Title:**

Nothing in this title 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.

### **13-15-4 No Limit on City's Eminent Domain Authority:**

Nothing in this title limits the use of the City's power of eminent domain or supersedes or conflicts with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.

**13-15-5 Agreements Between Property Owners, Idaho Transportation Department (ITD), and other Governmental Entities for Construction or Installation of System Improvements:**

Nothing in this title shall be construed to prevent or prohibit private agreements between property owners or Developers, Idaho Transportation Department, and governmental entities in regards 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.

**13-15-6 Plan of Alternative Sources of Revenue:**

The City and the Districts shall each develop a plan for alternative sources of revenue, which shall include but not necessarily be limited to plans generated during their annual budget process. These alternative sources of revenue may include lobbying efforts, tax increment financing, and implementation of user fees, administrative and regulatory fees, and other forms of revenue.

**13-15-7 Safety Codes and Other Rules Applicable to Project Improvements:**

Nothing in this title shall prevent the City or a District from requiring a Developer to construct reasonable Project Improvements, as are required by applicable safety codes and other rules that are adopted which have jurisdiction to enforce in conjunction with a Development.

**13-15-8 Development Approved by the City Prior to the Effective Date of this Title Not Subject to Impact Fees:**

Notwithstanding any other provision(s) of this title, 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 title, shall not be subject to an Impact Fee imposed by this title. If the resulting Building Permit is later revised or replaced after the effective date of the ordinance codified in this title, and the new Building Permit(s) reflects a Development with density, intensity, size or number of units more than ten (10) percent higher than reflected in the original Building Permit, then the Impact Fee may be charged on the difference in density, intensity, size or number of units between the original and the revised or replacement Building Permit.

**13-15-9 Punishment:**

Any person who violates any provision of this title shall be guilty of a misdemeanor, punishable by up to one (1) year in 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 a District charged with the administration of this title, 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 title.

**13-15-10 Liberal Construction:**

All provisions, terms, phrases, and expressions contained in this title shall be liberally construed in order that the true intent and meaning of the Act may be fully carried out by the City Council and each District's Commissioners.

## **SECTION 2: EFFECTIVE DATE**

This Ordinance, as required by Idaho Code § 67-8206 (6) shall take effect and be in full force and effect on the 30<sup>th</sup> day following its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published within 30 days of its passage and approval all according to law.

## **SECTION 3: DIRECTING THE CITY CLERK**

The City clerk is directed to file this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the Municipal Code of the City of New Plymouth.

**Passed and approved** by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF NEW PLYMOUTH

By \_\_\_\_\_

Ron Martinez, Mayor

ATTEST: \_\_\_\_\_

Marianne Gatchell, City Clerk

# CITY OF NEW PLYMOUTH

## ENGINEERING REPORT

September 2, 2025

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### A. Water:

#### Tank 9 Re-Coating (City funding) – 2024-2025

- DEQ approval is required prior to bidding and construction.
- Draft plans, specifications, and cost estimate sent to City on 2/15.
- Plans and specifications submitted to DEQ on 3/18.
- DEQ approval letter issued on 4/24. DEQ extension request letter sent on 3/12/25 to extend construction approval beyond 4/24/25. DEQ approval extended to 9/12/25.
- No bids were received by the bid deadline, but 3 late bids were received.
- Notice of Award issued to Fossil Coatings, LLC on 2/3/25.
- Construction contract documents, bonds, and insurance reviewed and contract and Notice to Proceed approved 4/7/25.
- Exterior coating is complete.
- Interior coating is underway.
- Change Order 1 approved 5/22 to replace spent anodes for cathodic protection system and to remove caulking from rivets and seams prior to interior coating.
- Payment Application 2 in the amount of \$103,360 was approved on 6/16/25.
- The Certificate of Substantial Completion was issued on 6/27/25.
- **Final Completion achieved with completion of all punch list items and passing test results. The final payment application was approved on 8/4/25.**
- **Construction certification letter submitted to DEQ on 8/14/24.**
- **Next steps:**
  - ~~Deliver draft plans and specifications for City review (Feb. 2024)~~
  - ~~City review of draft plans and specifications (Mar. 2024)~~
  - ~~Address City review comments (Mar. 2024)~~
  - ~~Submit plans and specification to DEQ (Mar. 2024)~~
  - ~~Receive and address DEQ comments (Apr. 2024)~~
  - ~~Advertise for bids on 1/6 and 1/13~~
  - ~~Bid opening 1/27 at 10 am~~
  - ~~Construction contract award (Feb 2025)~~
  - ~~Approve and sign construction contract (Apr. 7, 2025)~~
  - ~~Notice to Proceed (Apr. 29, 2025 start date)~~
  - ~~Pre-construction meeting (May 1, 2025)~~
  - ~~Review submittals~~
  - ~~Complete interior coating and testing~~
  - ~~Substantial Completion (6/27/25)~~
  - ~~Final completion (final payment application approved 8/4/25)~~

#### Bulk Water Station Replacement (City funding) – 2024

- The draft specifications and bidding documents for equipment procurement were sent to City on 5/15.
- A meeting was held on 5/23 with ACS for specs review related to City's SCADA system. City and ACS review comments are being addressed.
- Two bids were received on 7/9. Notice of Award issued to the low bidder, Flowpoint Environmental Systems Inc., in the amount of \$57,067.77 on 7/15/24.
- The Agreement for Supply of Equipment with Flowpoint Environmental Systems

Inc., in the amount of \$57,067.77 has been City approved and signed.

- **Next steps:**

- ☐ ~~Draft bidding documents and specifications for City review (May 2024)~~
- ☐ ~~Final bidding documents and specifications (June 2024)~~
- ☐ ~~Bidding for equipment procurement (June 2024)~~
- ☐ ~~Award contract for equipment procurement (July 2024)~~
- ☐ ~~City approval of Agreement for Supply of Equipment (Aug. 19, 2024)~~
- ☐ ~~Review equipment submittals (Nov. 7, 2024)~~
- ☐ ~~Equipment delivery (20 weeks per Agreement = Jan. 2025)~~
- ☐ **Equipment installation by City (TBD 2025/26)**

**B. Sewer:**

**IPDES Discharge Permit**

- Current NPDES permit expires 8/31/21. Re-application paperwork submitted to Idaho DEQ by 3/4/21.
- Draft IPDES re-application has been prepared.
- City submitted IPDES re-application to DEQ online.
- DEQ issued initial comments on the submittal, which were addressed.
- City submitted final IPDES re-application to DEQ on 3/30/21.
- **Next steps:**
  - ☐ **DEQ issues draft IPDES permit for public comment (DEQ queue, 2025?)**
  - ☐ **City reviews draft IPDES permit**
  - ☐ **DEQ issues final IPDES permit**

**Pond 4 Lining (DEQ ARPA Grant funding) – 2022-2025**

- The Seepage Testing Report was submitted on 8/16/21 for DEQ review. The report indicates Ponds 1-3 passed the testing and Pond 4 did not. Pond 4 will require corrective action for continued use.
- DEQ completed the seepage test review on 8/30/21. They approved Ponds 1-3 and issued a failure notification for Pond 4. Pond 4 cannot be used and four options are available to address Pond 4. A meeting with DEQ must be set up by 9/30/21. See attached DEQ review letters.
- A Professional Services Agreement (PSA) has been prepared for City review for design of a membrane lining system for Pond 4 with piping upgrades.
- A conference call was held with DEQ on 9/28/21 and a response letter was sent to DEQ summarizing City's plan of action for Lagoon 4.
- Survey of lagoon site has been completed and the design PER and plans and specs are in progress. A Draft of the PER has been submitted for City review.
- PER was submitted to DEQ on 1/6/22.
- DEQ Wastewater Loan LOI for potential ARPA infrastructure funding of Lagoon 4 Project was submitted to DEQ on 1/12/22.
- PER review comments received from DEQ on 3/1/22 and are being addressed.
- Draft plans submitted for City review on 3/14/22. Addressed City review comments and submitted plans and specifications to DEQ on 7/22/22. DEQ will complete review after ARPA funding agreement is in place, likely early 2023.
- Sludge disposal plan has been required by DEQ. The sludge disposal plan was submitted to DEQ on 10/31 for review and approval. DEQ issued comments on 12/12 and these have been addressed. DEQ issued final approval on 12/21. Sludge removal and haul to Clay Peak can proceed when weather conditions allow. The permitting with DEQ and Clay Peak has been completed.
- DEQ issued the final ARPA Ranking List. New Plymouth project will be funded with 66% ARPA grant funds, which is a grant of \$498,739. Next steps are to notify DEQ of intent to submit application by 9/2 (completed) and submit ARPA application by

12/30. ARPA application was received by DEQ on 10/19. DEQ review will take 20-45 days. Additional information was requested by DEQ and it has been submitted. DEQ issued ARPA Agreement for City signature. This was signed by the City and returned to DEQ on 2/14.

- Plans and specifications for the Pond 4 Lining Project were submitted to DEQ on 4/24. DEQ issued review comments on 5/31. The comments were addressed and revised plans and specifications were submitted to DEQ on 6/13. DEQ approved the plans and specifications on 6/16.
- Project bidding began in July. A pre-bid meeting was held on 8/1 and the bid opening was on 8/17.
- DEQ authorization to award the construction contract was received on 8/25. The Notice of Award was issued to Idaho Site Works, LLC, on 8/29 in the amount of \$762,500.
- Construction contract documents were approved by the City on 10/16. The Pre-construction meeting was held on 10/24. The Notice to Proceed was issued on 11/6 with a construction start date of 3/1/24. The final completion deadline is 7/15/24.
- Idaho Site Works Payment Application #1 in the amount of \$12,350 is recommended for City approval. This covers bond costs and GPS modeling for the pond construction. DEQ Reimbursement Request #1 has been prepared for ARPA grant reimbursement of this amount.
- Change Order #1 was approved by the City on 3/18 and DEQ on 3/22. This is a no cost 31-day time extension due to wet weather conditions. Final completion contract date is 8/14/24.
- Change Order #2 was approved by the City on 4/15 and DEQ on 5/8. This is a no cost 30-day time extension due to wet weather conditions. Final completion contract date is 9/14/24.
- Idaho Site Works Payment Application #2 in the amount of \$152,000 is recommended for City approval. This includes payment for mobilization, 25% of earthwork, and 39% of site piping. DEQ Reimbursement Request #2 has been prepared for ARPA grant reimbursement of this amount.
- Idaho Site Works Payment Application #3 in the amount of \$109,250 is recommended for City approval. This includes payment for earthwork and site piping. DEQ Reimbursement Request #3 has been prepared for ARPA grant reimbursement of this amount. Construction is 36% complete. Liner installation is scheduled to begin late July.
- Change Order #3 approved by the City on 8/5 and DEQ on 8/15. This is a no cost 30-day time extension due to supplier delays related to the traffic rated steel grate lids for the precast concrete vaults, which must be in place to complete the piping and liner. Final completion contract date is 10/14/24.
- Idaho Site Works Payment Application #4 in the amount of \$19,000 is recommended for City approval. This includes payment for earthwork. DEQ Reimbursement Request #4 has been prepared for ARPA grant reimbursement of this amount. Construction is 41% complete. Liner installation is scheduled to begin in August.
- Idaho Site Works Payment Application #5 in the amount of \$129,200 is recommended for City approval. This includes payment for earthwork. DEQ Reimbursement Request #5 has been prepared for ARPA grant reimbursement of this amount. Construction is 59% complete.
- Idaho Site Works Payment Application #6 in the amount of \$281,675 is recommended for City approval. This includes payment for earthwork. DEQ Reimbursement Request #6 has been prepared for ARPA grant reimbursement of \$52,002, with the remainder from City project funds (\$229,673). The final 5% of the ARPA grant will be released by DEQ after final completion. Construction is 97% complete.

- The leak/seepage test plan was received from Idaho Site Works on 10/10. It was submitted to DEQ on 10/10 and approved on 10/25. DEQ recommends extension of contract to end of May 2025 to allow for seepage test during non-freezing conditions with time for DEQ review of the test report.
- Change Order #4 approved by the City on 12/2 and DEQ on 12/13. This is a no cost 228-day time extension to allow for completion of the required seepage test during non-freezing weather with time for DEQ review. Final completion contract date is 5/30/25.
- Idaho Site Works is filling Pond 4 for seepage test and scheduling with testing company. Seepage testing report submitted to DEQ on 6/12/25 and approved by DEQ on 7/9/25. Seepage test passed and meets DEQ requirements to put Pond 4 into service.
- Letter issued to Idaho Site Works on 5/29 regarding construction final completion deadline and contract liquidated damages. Letter included preliminary punch list. Contractor is addressing punch list. A construction schedule update has been requested for remaining work items.
- The Certificate of Substantial Completion was issued on 7/9/25 with a punch list of two remaining items to be addressed prior to Final Completion. In the process of addressing the items, the Contractor damaged the new concrete control boxes. Damage must be repaired prior to Final Completion. A meeting is scheduled for 7/18/25 to review proposed repairs.
- The Contractor liquidated damages per Article 4.05 of the City's Construction Agreement are currently estimated to be within the range of \$49,600 to \$58,800, depending on the actual Final Completion date achieved. This assumes the Contractor will achieve Final Completion no later than August 13, 2025.
- DEQ approved the Record Drawings and Operation & Maintenance Manual of July 10, 2025.
- DEQ ARPA Grant Final Reimbursement Request #7AP has been prepared for City signature. This releases the final \$24,937 of the DEQ ARPA Grant funds. The total DEQ ARPA Grant was \$498,739. **DEQ issued ARPA Grant closure letter on 7/30/25.**
- Engineering Amendment No. 1 in the amount of \$24,750 has been submitted for City approval. This covers extending the engineering service period for the project by 394 days.
- **Final Payment Application 7 was approved by the City on 8/4/25 with a deduction of \$50,000 for liquidated damages. The project is closed out.**
- **Next steps:**
  - ☐ ~~Contractor construction submittals (Feb. – May 2024)~~
  - ☐ ~~Ongoing construction review/admin. (through July 2025)~~
  - ☐ ~~Leak test Pond 4 liner – DEQ approved test plan on 10/25; test report submitted to DEQ on 6/12/25~~
  - ☐ ~~DEQ approval of leak test report (7/9/25)~~
  - ☐ ~~Substantial Completion (7/9/25)~~
  - ☐ ~~Construction completion (contract deadline May 30, 2025, Final Completion achieved on July 22, 2025)~~

#### **Irrigation Water Right for Lagoon Property (City funding) – 2023-2024**

- The Application for Permit has been prepared and is ready for the Mayor's signature. A City check with the application fee of \$250 was attached to the application and mailed to IDWR.
- IDWR issued a letter dated 7/28/23 regarding legal notice they will publish and the period for application protest. They assigned Application for Permit No. 65-24251 to

this application.

- The City's 6-month extension request letter was mailed to IDWR on 10/3/23.
- Noble Ditch Company has been contacted to gather information required by IDWR.
- The additional information requested by IDWR was submitted on 10/20/23.
- IDWR issued the Permit Approval Notice on 11/1/23.
- The next step is to beneficially use the water and submit proof of beneficial use by 11/1/24. The proof of beneficial use documentation will be prepared in Summer 2024 during the irrigation season.
- A 2-year time extension request has been prepared for submittal to IDWR. This will allow the City until 11/1/26 to complete the proof of beneficial use documentation. IDWR recommends at least 12 months of water use operations during permit development. We recommend having IDWR complete the license examination, since it is much less expensive than hiring a CWRE.
- IDWR recommends asking for a 4-year extension rather than a 2-year. This would allow 5 years to develop the permit with an option of an additional 5 years.
- IDWR extension approval letter issued 12/10/24. Proof due date is now 11/1/28.
- **Next steps:**
  - **City to confirm/install measuring device and lockable controlling works (2025)**
  - **City to beneficially use the water and submit proof of beneficial use by 11/1/28. The proof of beneficial use documentation will be prepared in Summer 2024 during the irrigation season. (Apr. – Oct. 2024)**

#### **Southwest Boulevard Sewer Extension (City funding) – 2024-2025**

- The design topographic survey was completed on 4/19.
- The draft plans, specifications, and cost estimate were completed on 6/13.
- City review comments were received on 8/14 and comments were addressed.
- Plans and specification were submitted to DEQ on 8/16.
- DEQ approved the plans and specification on 8/30.
- **Next steps:**
  - ~~Draft plans, specifications, and cost estimate for City review (May-June 2024)~~
  - ~~City review of draft plans, specifications, and cost estimate (Aug. 2024)~~
  - ~~Final plans, specifications, and cost estimate (Aug. 2024)~~
  - ~~Submit plans and specifications for DEQ review (Aug. 2024)~~
  - ~~Address DEQ review comments, DEQ approval (Aug. 2024)~~
  - **The project is ready to move forward with bidding and construction when City budget allows (2025/26 bidding?)**

#### **C. Streets:**

##### **Master Transportation Plan (MTP) Updates**

- School Zone Safety Plan – completed and sent to School District and ITD for review and for City approval as MTP amendment.
- Capital Improvement Plan (CIP) and Asset Management Plan (AMP) – updates completed, CIP usually requires annual updates for funding applications.

##### **Funding Application Opportunities**

- **LHTAC Local Rural Highway Investment Program (LRHIP) Funding FY 2026**
  - City can submit only one application per year.
  - **Construction Projects (\$100K max)** – No federal requirements and no local match. Funds cannot be used for wages, engineering, or equipment. If funded, can't apply the next year (1-year hiatus). New Plymouth is eligible to

- apply for FY 2026.
  - The deadline for FY 2026 applications is December 5, 2024. Prepared E. Idaho St. next phase funding application and submitted to LHTAC. LRHIP Grant Fund Award issued for E. Idaho Street, Phase 4 (see LHTAC award list 3/13/25).
  - The City was funded for:
    - **FY2026 Construction – E. Idaho Street Reconstruction, Phase 4.**
    - FY2024 Construction – E. Idaho Street Reconstruction, Phase 3.
    - FY2017 Construction – E. Idaho Street Reconstruction, Phase 2.
    - FY2015 Construction – E. Idaho Street Reconstruction, Phase 1.
    - FY2012 Construction – S. Plymouth Ave.
  - Potential application options:
    - LRHIP Option 1 – E. Idaho Street Reconstruction, Phase 4
    - LRHIP Option 2 – Southwest Ave.
    - Other Options?
  - Sign Projects (\$30K max) – Includes sign replacement projects to bring warning and regulatory signs, sign posts, and pavement markings up to MUTCD standards. The City has sign upgrade needs. A Sign Project application was submitted in FY 2014 and New Plymouth was awarded a \$30,000 Signs Project grant.
  - Federal-Aid Match Construction Projects (\$100K max) – Can be used for match for a Federal-Aid project based on need or STP-Rural project.
- **ITD Local Transportation Grant Program (Idaho Strategic Initiatives) – Due Sept. 1, 2023**
  - This Grant Program is funded with one-time State General Funds recommended by the Governor and approved by the Legislature intended to facilitate local transportation projects.
  - All projects will be on public highways and streets.
  - Projects will be selected based on a competitive application from criteria developed by the Idaho Transportation Department. The Idaho Transportation Board will make the final project selection.
  - Funds will be transferred to the successful jurisdiction for project development and at the completion of bid ready project plans.
  - All project oversight and management will be the responsibility of the local highway agency.
  - Maximum grant award \$2M for rural projects.
  - Local highway agencies will be limited to a single grant award.
  - Eligible projects for the program include:
    - Mitigation of impacts of state highway projects on local roads, or
    - For economically significant local transportation projects that require the assistance of ITD to facilitate.
  - Projects for safety, capacity, pavement preservation, pavement restoration, expansion, roadway asset maintenance/replacement/ repair, and a bridge in fair or good condition that needs rehab work or replacement for some reason.
  - Not eligible: Local bridges (poor condition or restricted), pedestrian safety.
  - Potential application options:
    - Option 1 – Southwest Ave., Plymouth Ave. to west city limits on north side. Preliminary design already completed. Grant application was submitted to ITD.
- **LHTAC Child Pedestrian Safety (CPS) Program – Due June 8, 2022**
  - Maximum grant award \$250K. For 2022, \$10M of funding is available versus \$2M in 2021. Funding anticipated summer 2022.
  - No match required, but City is responsible for project admin. and design.

- Projects for maintenance of existing pedestrian facility or adjacent to an existing roadway. Examples include:
  - Paths/sidewalks along or adjacent to an existing roadway
  - Connecting sidewalks/paths between two terminal points
  - ADA ramps
  - Pedestrian crossing facilities across an existing roadway
  - Paving an existing pathway
- Project can be on local system, state system, or both systems.
- One application per Local Highway Jurisdiction.
- Applications are due June 8, 2022.
- Potential application options:
  - CPS Option 1 – S. Plymouth Ave. school pedestrian crossing improvements (currently in design phase).
  - CPS Option 2 – Pedestrian improvements along Southeast Ave./HWY 30 (southwest side) from park pathway to NPHS. Include sidewalk, streetlighting, and pedestrian crossing improvements. This Option was selected by the City in 2019 and the application was submitted to LHTAC.
  - CPS Option 3 – Pedestrian improvements along HWY 30 (east side) from Ash St. to Idaho St. Include sidewalk, streetlighting, and pedestrian crossing improvements.
- 2019 Application funding results – 11 projects totaling about \$2.1M were funded, the NP project was not funded. NP ranked 58 out of 65 applications this round.
- 2021 Application funding results – 8 projects totaling about \$2.0M were funded, the NP project was not funded. NP ranked 39 out of 60 applications this round.
- 2022 Application funding results – The LHTAC Council approved the rankings for the FY22 Children Pedestrian Safety Program on 7/14/22. 45 projects were funded, the NP project was funded in the amount of \$180,000. NP ranked 40 out of 79 applications this round. The LHTAC/Local agreement has been prepared for City approval. The LHTAC/Local agreement was submitted and LHTAC issued the funds to the City.
- **LHTAC Federal-Aid Incentive Program STP**
  - For Federal-Aid Highway Projects under the Surface Transportation Program – Local Rural (STP-Rural) Program.
  - Used on classified arterial or collector roadways. City received this funding for the E. Idaho/Holly Project.
  - Can be used for rehabilitation of existing roads, new construction (including curb, gutter, sidewalks, and drainage facilities), overlaying and chip sealing projects, etc.
  - Local match is 7.34%.
  - Update ITD Functional Classification Map to add Major Collectors. Functional Classification update request forms submitted to ITD on 7/8/25. ITD is reviewing these.
- **ITD Transportation Alternatives Program (TAP) – Due Jan. 20, 2022**
  - Strategic goals are mobility, safety, and economic opportunity.
  - TAP replaces previous Transportation Enhancements and Safe Routes to School programs.
  - Can be used for Infrastructure Projects or Non-Infrastructure Projects. The types of projects include pedestrian and bicycle facilities, projects to enhance access to public transportation, and Safe Routes to School educational projects.
  - For Infrastructure Projects, limit of federal funds is \$500,000 and local match

- is 7.34%. Maximum award of \$1M for large project category.
- Application for next phase of Horseshoe Park Pathway with potential improvements on Southwest Ave. is underway.
- The application for the Phase 2 Pathway and Southwest Ave. improvements was submitted to ITD.
- ITD has listed this project on the DRAFT FY 2017 – 2021 IDAHO TRANSPORTATION INVESTMENT PROGRAM, which indicates the project is proposed to be funded in FY18-19.
- The project has been approved by Federal Highways for incorporation into the ITD State Transportation Improvement Program listed for FY 2019. The next step is the state/local agreement between ITD and the City.
- Application for Horseshoe Park Pathway, Phase 3 was submitted November 30, 2017.
- See attached TAP Scoring Committee Recommendations for the 2017/2018 application cycle. The New Plymouth project was not listed among the recommended projects.
- LHTAC has recommended applying for the previously designed pathway and Southwest Ave. sidewalk work that was not constructed in Phases 1 & 2.
- Draft TAP Applications for Phase 3 and Phase 4 Pathway Projects were submitted to LHTAC. Comments on the Draft TAP Applications were received from LHTAC on 12/16/19. LHTAC requires adjustments in the project costs. Please advise how City desires to proceed and whether City desires to amend the preliminary construction estimate and construction contingency amounts as well.
- Application period is open. Applications due Jan. 20, 2022.
- See 2022 TAP rankings sheet. The New Plymouth projects were listed among the funded projects for both Phase 3 and Phase 4, totaling \$1M federal funding.

#### **Southwest Ave/SW 1<sup>st</sup> Ave Design (City funding) – 2023-2024**

- Design of north side of Southwest Ave/SW 1st Ave. complete through draft plans. Topographic survey was completed previously and south side previously designed for TAP projects.
- Draft plans have been submitted to City for review.
- Additional survey for the portion from Southwest Blvd. to west city limits has been completed.
- Preliminary design plans for this portion were submitted on 2/2/24.
- **Next steps:**
  - ☐ ~~Submit draft plans to City (Feb. 2024)~~
  - ☐ **Continue to apply for grant funds for project construction**

#### **D. Parks & Pathways:**

#### **Horseshoe Park Pathway Projects, Phase 3 and Phase 4 (TAP Grant funding) – 2023-2025**

- Per the ITD approved Idaho Transportation Investment Program (ITIP) for FY 2023 - FY 2029, design phase (PE) is scheduled for State FY 2024 (begins 7/1/23) and construction phase (CN) is scheduled for State FY 2025 (begins 7/1/24) per ITD ITIP.
- LHTAC sent a State-Local Agreement (SLA) for City review on 5/31/23. The SLA with attached Resolution was approved by the City and returned to LHTAC.
- **Next steps:**
  - ☐ ~~Consultant selection from ITD term agreement list by City (Feb. 2024)~~

- ❑ **Project design and construction documents (2024)**
- ❑ **Project bidding and construction (2025/26?)**

**E. Developments/Subdivisions:**

**The Hamptons Subdivision (27 Lots)**

- Pre-Application submittal was received by email on June 7, 2022.
- Pre-Application review memo issued on June 16.
- The Preliminary Plat has been submitted and review comments were issued on 8/18/22.
- The Development Agreement (DA) application has been submitted and review comments were issued on 8/18/22.
- Preliminary Plat re-submittal was received and Review 2 was issued 10/24/22.
- Preliminary Plat re-submittal was received and Review 3 was issued 11/1/22.
- Final Plat and Construction Plans submitted for engineering review on 2/5/24.
- Review meeting held with NP Public Works on 2/23/24.
- Final Plat and Construction Plans review letter issued 3/1/24. Developer is addressing review comments.
- Revised Construction Plans submitted 4/16/24 and revised Final Plat received 4/29/24.
- Final Plat and Construction Plans review letter with recommendation for approval issued 5/9/24.
- Pre-construction meeting was held on 8/22. Construction is underway and scheduled for completion Spring 2025.
- Interior paving is complete. Exterior Pine St. improvements are complete.
- **Irrigation pump station is nearing completion.**
- **Weeds have been mowed.**

**Harvest Creek Subdivision No. 2 (28 Lots)**

- Final Plat and Construction Plans submitted for engineering review on 3/12/24.
- Review meeting held with NP Public Works.
- Final Plat and Construction Plans review letter issued 4/2/24 and review addendum letter issued 4/11/24 on emergency access requirements.
- Review meeting held with City, Fire Chief, and developer's engineer on 4/19/24. Developer is addressing review comments.
- Revised Final Plat and Construction Plans received 7/9/24. Review 2 was issued 7/16/24.
- Revised Final Plat and Construction Plans received 8/7/24.
- Final Plat and Construction Plans review letter with recommendation for approval issued 8/13/24.
- Pre-construction meeting was held on 1/7/25.
- Construction submittals are in review.
- Construction is underway for sewer, water, and pressure irrigation.
- Construction is underway for joint trench utilities.
- Construction is underway for streets.
- **Final walkover was held and punch list items are nearly complete. Developer bonded for one street light pole on Myrtle St.**

**Southwest Subdivision (2 Lots)**

- Preliminary Plat submittal was received 8/20/24 with an updated Preliminary Plat dated 9/6/24.
- Preliminary Plat review comments were issued on 9/17/24.

- Preliminary Plat was approved by City Council on 11/4/24.

**Good Lane East Subdivision (5 Lots)**

- Pre-Application meeting held on 5/9/24.
- Pre-Application submittal was received 10/30/24 and review comments were issued on 11/5/24. Additional pre-application questions have been received and reviewed.
- Preliminary Plat submittal packet was received 1/23/25 and review comments were issued on 1/24/25.
- Preliminary Plat was approved by City Council on 4/7/25.

**Pilgrims Cove Subdivision (6 Lots)**

- Preliminary Plat submittal was received 10/30/24 and review comments were issued on 11/5/24.
- Preliminary Plat re-submittal was received 12/3/24 and Review 2 was issued 12/4/24.
- Preliminary Plat was approved by City Council on 2/18/25.
- Final Plat and Construction Plans received for engineering review on 4/15/25 and approved by City Council on 5/5/25.
- **Construction is nearly complete, design engineer construction certification has been received. Power poles must be moved out of street per approved plans. Final Plat signature by City will be issued upon completion.**

# New Plymouth City - Activity Report

## JULY 2025

Calls for Service
73

Assigned Reports
36

Number of Persons Arrested
2

Citation Violations
0

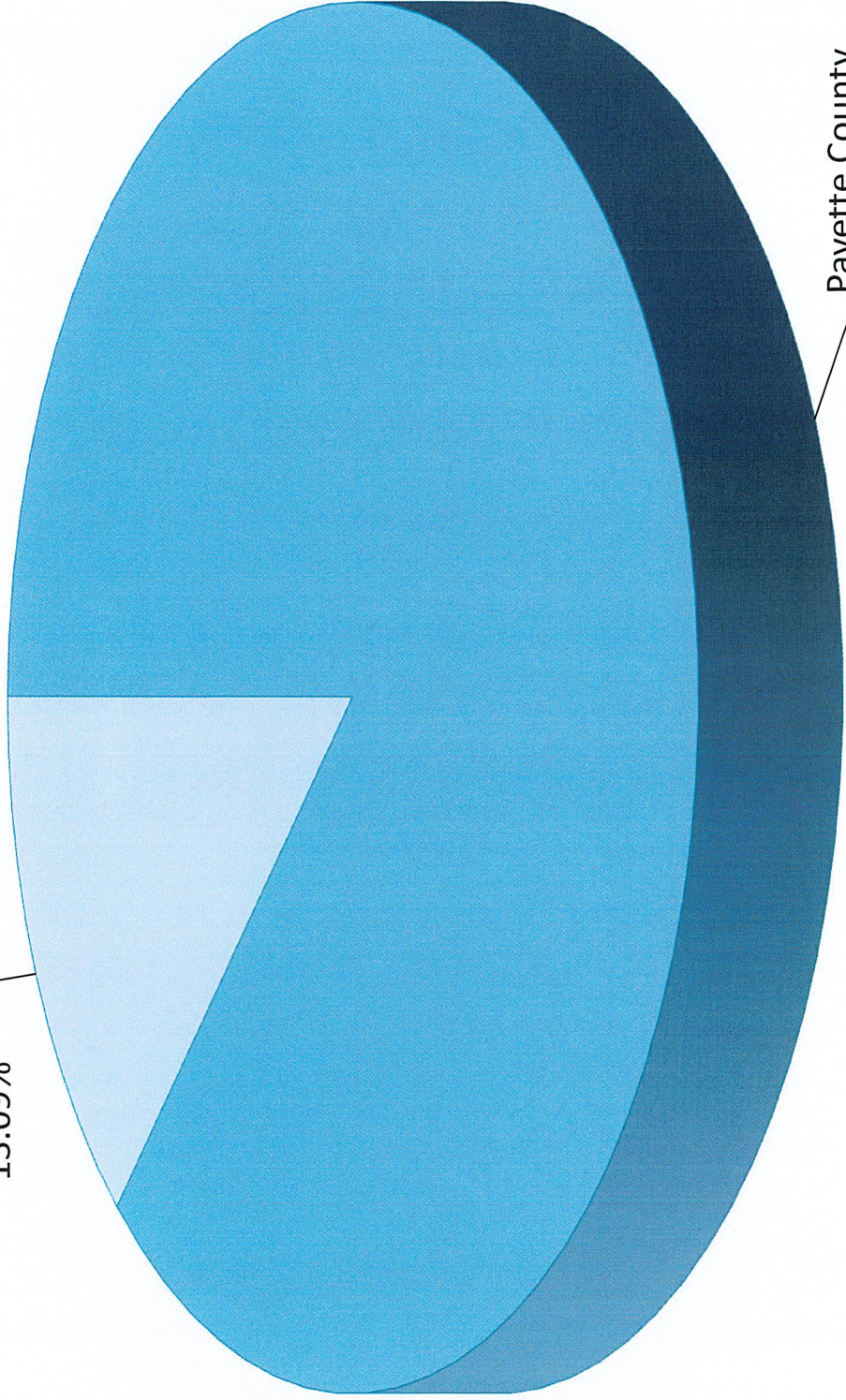
<u>Time Distribution (in hours)</u>	
Patrol	295.50
Criminal	2.28
Non Criminal	15.93
Traffic	0.14
Total Hours	313.85

# PAYETTE COUNTY SHERIFF'S OFFICE

## TIME DISTRIBUTION

JULY 2025

New Plymouth  
13.09%



Payette County  
86.91%

# Event Activity Analysis by Time

Date Reported: 07/01/2025 - 07/31/2025 | Grid: 11



**PAYETTE COUNTY SHERIFF'S OFFICE**  
1130 3rd Ave North Rm #101  
Payette, ID 83661  
208-642-6006

Classification	HOUR																								Total
	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
<b>ANIMAL CALLS</b>	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Other Animal Calls	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
<b>CIVIL PROBLEM</b>	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	0	0	0	0	0	0	3
Civil Problem	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	1	0	0	0	0	0	0	3
<b>DAMAGED PROPERTY</b>	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	0	1	0	0	0	4
Damage Less Than \$500	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Damaged Property, Business	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Damaged Property, Private	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Damaged Property, Public	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
<b>FAMILY DISTURBANCE</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
Family Disturbance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
<b>FRAUD</b>	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Fraud By Wire	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Fraud Imperson	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
<b>JUVENILE PROBLEM</b>	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Juvenile Problem	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
<b>LOST PROPERTY</b>	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Lost Property	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
<b>MISC INCIDENTS</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
<b>OBSTRUCT JUSTICE</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Failure To Appear	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
<b>ORDINANCE</b>	0	1	0	0	0	0	0	0	0	0	1	8	3	0	1	0	0	0	0	0	0	0	0	0	14
DOG AT LARGE	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
New Plymouth Ordinances, Not Animal	0	0	0	0	0	0	0	0	0	0	1	8	3	0	1	0	0	0	0	0	0	0	0	0	13
<b>PUBLIC PEACE</b>	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Public Peace Other	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
<b>SUSPICIOUS ACTIVITY</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
Suspicious Activity	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
<b>THEFT</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Larceny, From Mails	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
<b>TRAFFIC ACCIDENT</b>	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
Traffic Accident, Vehicle Damage	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
<b>TRESPASSING</b>	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	2
Trespassing, Private Property	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	2
<b>Total Events</b>	0	1	0	0	0	0	0	1	2	4	11	5	2	2	0	1	0	1	2	0	2	2	0	0	36
<b>Total Citation Violations:</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Citations:</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

# Call Analysis Report

7/1/2025 - 7/31/2025 | Grid: 11 NEW PLYMOUTH CITY LIMITS

Call No	Date	Type	Address	City, State	Call Taker
25013251	7/1/2025 6:03:57 PM	CIVIL DISPUTE / NEIGHBOR PROBLEM	143 SE Boulevard	NEW PLYMOUTH, ID	NETCHERC
25013268	7/1/2025 7:35:23 PM	HARASSMENT	143 SE Boulevard	NEW PLYMOUTH, ID	FRANKLIN
25013273	7/1/2025 8:55:44 PM	TRAFFIC STOP	BB Cruisin	NEW PLYMOUTH, ID	TAYLORA
25013314	7/2/2025 1:56:44 PM	CIVIL STANDBY	143 E Boulevard	NEW PLYMOUTH, ID	CARTERC
25013338	7/2/2025 6:47:48 PM	MISC CALL	129 W Park Ave	NEW PLYMOUTH, ID	NETCHERC
25013350	7/2/2025 9:18:02 PM	MISC CALL	143 SE Boulevard	NEW PLYMOUTH, ID	TAYLORA
25013409	7/3/2025 12:32:54 PM	CIVIL STANDBY	143 SE Boulevard	NEW PLYMOUTH, ID	NETCHERC
25013420	7/3/2025 4:04:49 PM	THEFT / COLD	625 Colton St	NEW PLYMOUTH, ID	NETCHERC
25013505	7/4/2025 1:55:16 PM	DRIVING COMPLAINT/RECKLESS	plymouth ave/Idaho	NEW PLYMOUTH	BULLINGTONBA
25013628	7/6/2025 1:50:56 PM	MEDICAL / MEDICAL TRANSPORT	321 SE Avenue	NEW PLYMOUTH, ID	JAKICHK
25013681	7/7/2025 8:30:00 AM	WALK IN	301 N PLYMOUTH AVE	NEW PLYMOUTH, ID	ALLISONC
25013901	7/9/2025 6:55:54 PM	ARREST	Idaho St & Holly Ave	NEW PLYMOUTH, ID	TAYLORA
25013929	7/10/2025 12:23:14 AM	OPEN DOOR	201 E IDAHO ST	NEW PLYMOUTH, ID	TAYLORA
25013953	7/10/2025 10:59:10 AM	ANIMAL NEGLECT	316 SW Avenue	NEW PLYMOUTH, ID	NETCHERC
25013994	7/10/2025 9:18:43 PM	RESID RUIRG AT ADM	508 S Saxton Ave	NEW PLYMOUTH, ID	TAYLORA
25014000	7/10/2025 9:39:48 PM	MEDICAL / MEDICAL TRANSPORT	101 Pleasant St	NEW PLYMOUTH, ID	TAYLORA
25014012	7/11/2025 12:36:39 AM	FU/FIELD INTERVIEW	127 N PLYMOUTH AVE	NEW PLYMOUTH, ID	TAYLORA
25014044	7/11/2025 12:13:13 PM	WELFARE CHECK	130 N PLYMOUTH AVE	NEW PLYMOUTH, ID	JAKICHK
25014080	7/11/2025 9:59:53 PM	WELFARE CHECK	116 N PLYMOUTH AVE	NEW PLYMOUTH, ID	TAYLORA
25014111	7/12/2025 11:54:58 AM	EXTRA PATROL	PAYETTE COUNTY FAIRGROUNDS	NEW PLYMOUTH	JAKICHK
25014123	7/12/2025 4:29:00 PM	MEDICAL / MEDICAL TRANSPORT	148 West Ash Street	NEW PLYMOUTH, ID	FRANKI INT
25014142	7/12/2025 8:48:20 PM	MEDICAL / MEDICAL TRANSPORT	213 W Park Ave	NEW PLYMOUTH, ID	TAYLORA
25014167	7/13/2025 10:09:36 AM	VANDALISM / GRAFFITI	102 N PLYMOUTH AVE	NEW PLYMOUTH, ID	JAKICHK
25014205	7/13/2025 3:48:15 PM	MEDICAL / MEDICAL TRANSPORT	321 SE Avenue	NEW PLYMOUTH, ID	JAKICHK
25014320	7/15/2025 9:42:24 AM	CIVIL STANDBY	143 SE Boulevard	NEW PLYMOUTH, ID	ALLISONC
25014384	7/15/2025 7:01:08 PM	WELFARE CHECK	101 Pleasant St	NEW PLYMOUTH, ID	NETCHERC
25014386	7/15/2025 7:15:19 PM	PUBLIC ASSIST	102 SE AVE	NEW PLYMOUTH, ID	NETCHERC
25014418	7/16/2025 10:33:37 AM	ORDINANCE VIOLATION	272 SW Boulevard	NEW PLYMOUTH, ID	NETCHERC
25014427	7/16/2025 11:46:10 AM	ORDINANCE VIOLATION	469 Pine St	NEW PLYMOUTH, ID	NETCHERC
25014428	7/16/2025 11:46:52 AM	ORDINANCE VIOLATION	410 Colton St	NEW PLYMOUTH, ID	NETCHERC
25014429	7/16/2025 11:47:42 AM	ORDINANCE VIOLATION	109 W Boulevard	NEW PLYMOUTH, ID	NETCHERC
25014430	7/16/2025 11:50:03 AM	ORDINANCE VIOLATION	133 W Boulevard	NEW PLYMOUTH, ID	NETCHERC
25014431	7/16/2025 11:50:46 AM	ORDINANCE VIOLATION	118 SW Locust St	NEW PLYMOUTH, ID	NETCHERC
25014432	7/16/2025 11:51:16 AM	ORDINANCE VIOLATION	303 W Elm St	NEW PLYMOUTH, ID	NETCHERC
25014433	7/16/2025 11:51:46 AM	ORDINANCE VIOLATION	220 W Park Ave	NEW PLYMOUTH, ID	NETCHERC
25014434	7/16/2025 11:52:23 AM	ORDINANCE VIOLATION	307 W Canal St	NEW PLYMOUTH, ID	NETCHERC
25014436	7/16/2025 12:04:53 PM	OPEN DOOR	301 SW Locust St	NEW PLYMOUTH, ID	NETCHERC
25014437	7/16/2025 12:05:23 PM	ORDINANCE VIOLATION	300 W Boulevard	NEW PLYMOUTH, ID	NETCHERC
25014438	7/16/2025 12:05:49 PM	ORDINANCE VIOLATION	212 W Park Ave	NEW PLYMOUTH, ID	NETCHERC
25014540	7/17/2025 2:46:12 PM	ORDINANCE VIOLATION	211 W Boulevard	NEW PLYMOUTH, ID	NETCHERC
25014543	7/17/2025 3:19:13 PM	WELFARE CHECK	109 SW Boulevard	NEW PLYMOUTH, ID	NETCHERC
25014583	7/18/2025 9:24:10 AM	MEDICAL / MEDICAL TRANSPORT	438 october sky	NEW PLYMOUTH, ID	CARTERC
25014586	7/18/2025 12:11:53 PM	10-16 / DOMESTIC DISTURBANCE	143 SE Boulevard	NEW PLYMOUTH, ID	CARTERC
25014659	7/19/2025 9:44:52 AM	MEDICAL / MEDICAL TRANSPORT	101 Holly Ave	NEW PLYMOUTH, ID	CARTERC
25014722	7/20/2025 7:25:07 AM	SUSPICIOUS SUBJECT	600 Holly Ave	NEW PLYMOUTH, ID	CARTERC
25014728	7/20/2025 11:16:48 AM	JUVENILE PROBLEM	103 W Boulevard	NEW PLYMOUTH, ID	JAKICHK
25014730	7/20/2025 11:30:37 AM	WELFARE CHECK	304 Pine St	NEW PLYMOUTH, ID	CARTERC

Total Calls: 73

Call No	Date	Type	Address	City, State	Call Taker
25014791	7/20/2025 9:01:14 PM	MEDICAL / MEDICAL TRANSPORT	101 Pleasant St	NEW PLYMOUTH, ID	FRANK INT
25014831	7/21/2025 11:17:27 AM	MEDICAL / MEDICAL TRANSPORT	112 SW Locust St	NEW PLYMOUTH, ID	ALLISONC
25014835	7/21/2025 12:29:37 PM	CIVIL DISPUTE / NEIGHBOR PROBLEM	319 Holly Ave	NEW PLYMOUTH, ID	ALLISONC
25014862	7/21/2025 4:28:45 PM	MEDICAL / MEDICAL TRANSPORT	321 SE Avenue	NEW PLYMOUTH, ID	JAKICHK
25014935	7/22/2025 11:26:17 AM	MEDICAL / MEDICAL TRANSPORT	717 E Idaho St	NEW PLYMOUTH, ID	NETCHERC
25014977	7/22/2025 7:09:09 PM	ARREST	245 SE Blvd	NEW PLYMOUTH, ID	JAKICHK
25015019	7/23/2025 11:59:41 AM	MEDICAL / MEDICAL TRANSPORT	810 Cherry St	NEW PLYMOUTH, ID	NETCHERC
25015028	7/23/2025 1:54:13 PM	CIVIL DISPUTE / NEIGHBOR PROBLEM	5910 Akron Rd	NEW PLYMOUTH, ID	ALLISONC
25015036	7/23/2025 3:08:19 PM	TRAFFIC STOP	e blvd and hwy 30	NEW PLYMOUTH	ALLISONC
25015112	7/24/2025 11:53:51 AM	FRAUD	102 SE AVE	NEW PLYMOUTH, ID	ALLISONC
25015116	7/24/2025 12:54:24 PM	TRAFFIC STOP	211 WASH ST	NEW PLYMOUTH, ID	NETCHERC
25015150	7/24/2025 5:21:25 PM	MEDICAL / MEDICAL TRANSPORT	233 SW Boulevard	NEW PLYMOUTH, ID	NETCHERC
25015169	7/24/2025 8:44:55 PM	DRIVING COMPLAINT/RECKLESS	126 N PLYMOUTH AVE	NEW PLYMOUTH, ID	THORNSBERRY
25015192	7/25/2025 6:07:08 AM	MEDICAL AT ARM	150 WASH ST	NEW PLYMOUTH, ID	CARTERC
25015358	7/26/2025 8:13:28 PM	SUSP CIRCUMSTANCES	213 E Ash St	NEW PLYMOUTH, ID	JAKICHK
25015382	7/27/2025 1:46:40 AM	10-11 / DOG	102 SE AVE	NEW PLYMOUTH, ID	SALASJ
25015427	7/27/2025 7:46:32 PM	10-55 / DUI / DRUNK DRIVER	102 N PLYMOUTH AVE	NEW PLYMOUTH, ID	JAKICHK
25015485	7/28/2025 2:26:46 PM	TRAFFIC STOP	W Canal St & W Park Ave	NEW PLYMOUTH, ID	CARTERC
25015492	7/28/2025 3:54:23 PM	TRAFFIC STOP	HWY 30 / SE BLVD	NEW PLYMOUTH	JAKICHK
25015493	7/28/2025 4:01:13 PM	MEDICAL / MEDICAL TRANSPORT	111 Linden St	NEW PLYMOUTH, ID	JAKICHK
25015527	7/29/2025 9:24:17 AM	FRAUD	102 SE Boulevard	NEW PLYMOUTH, ID	CARTERC
25015555	7/29/2025 4:39:45 PM	HARASSMENT	325 N PLYMOUTH AVE	NEW PLYMOUTH, ID	FRANKLINI
25015564	7/29/2025 6:45:00 PM	HAZ MAT	E IDAHO ST / HOLLY AVE	NEW PLYMOUTH	JAKICHK
25015614	7/30/2025 7:38:54 AM	MEDICAL / MEDICAL TRANSPORT	312 E Park Ave	NEW PLYMOUTH, ID	CARTERC
25015624	7/30/2025 10:00:00 AM	10-50 PD / PROP DAMAGE ACCIDENT	Holly Ave	NEW PLYMOUTH, ID	CARTERC
25015710	7/31/2025 11:02:53 AM	10-50 PD / PROP DAMAGE ACCIDENT	313 N PLYMOUTH AVE	NEW PLYMOUTH, ID	NETCHERC
Total Calls: 13					



Printed 2025-8-6 11:51:19

**CITY OF NEW PLYMOUTH**

## REVENUE RECEIVED FOR JULY 2025

DATE	CIT# OR CR	TYPE	CODE	DETAIL	FINE	DISPOS	DATE	0.90% REV REC
				NOTHING TO REPORT				

NOTHING TO REPORT

**CITY OF NEW PLYMOUTH TOTAL:**