Regular City Council Meeting

Tuesday, November 10, 2026 at 6:00 pm

Meeting Location: 601 Patriot Way, Wilder Rural Fire District Conference Room, Wilder, Idaho

Join via teleconference. See information below.

Join Zoom Meeting
https://us02web.zoom.us/j/88110886837?pwd=TTdmWUduSnFZazZ3eWFONHUzN1BwQT09
Meeting ID: 881 1088 6837
Passcode: 685317

ACTION ITEM NOTATION

Any agenda item that may have a vote is identified with the appearance of “Action Item” under the item heading of the Meeting Agenda. Such designation does not require that a vote be taken on that item and is inclusive of all items listed in the same agenda number row.

1. **CALL TO ORDER**
2. **ROLL CALL: PAUL ALLEN, JOHN BECHTEL, CINDY BUTLER and PATTI JACKSON**
3. **PLEDGE OF ALLEGIANCE**
4. **ACCEPT OR AMEND AGENDA**
   Action Item
   Agenda Posting Report by City Clerk

5. **CONSENT AGENDA ITEMS**
   Action Item
   a. **City Council Minutes, October 20, 2026**

      Attachments:

      - **1020 2026 council minutes** (1020_2026_cm.pdf)

   b. **Approval of Accounts Payable in the amount of $_____**
   c. **Financial Statements**
   d. **Local Government Investment Pool Ledger**
6. **NEW BUSINESS**
   ACTION ITEMS

a. PUBLIC HEARING

To receive comments regarding the City Council's intent to make a decision with the Wilder Rural Fire District Development Impact Fee Ordinance

b. PROPOSED ORDINANCE NO. 665

AN ORDINANCE AMENDING THE WILDER CITY CODE

REPEALING TITLE 12 WILDER CITY CODE; AND AMENDING THE WILDER CITY CODE BY THE ADDITION THERETO OF A NEW TITLE 12 PROVIDING FOR THE COLLECTION OF AND THE ENFORCEMENT OF THE PAYMENT OF WILDER RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES; AND PROVIDING AN EEFECTIVE DATE AND PUBLICATION.

Attachments:

- **ATTORNEY REPRESENTATIONS ADDENDUM** (05C-ATTORNEY_REPRESENTATIONS_ADDENDUM.pdf)
- **Proposed Ordinance No. 665** (09-_Ordinance_665_Amending_Wilder_City_Code_of_Ordinances_08.09.2026_wfg.pdf)
- **Wilder Rural Fire District Capital Improvement Plan** (2026-07_Approve_CIP.pdf)
- **Wilder Rural Fire District Impact Fee Ordinance 2026 01** (WRFPD_Impact_Fee_Ordinance_2026_01.pdf)

c. PROPOSED RESOLUTION NO. 755

Amended and Reformed Intergovernmental and Joint Powers Agreement

A Resolution of the City of Wilder Approving and authorizing the Mayor and the City Clerk to execute, and for the City to enter int the City of Wilder 2026 Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Enforcement of the Payment of Wilder Rural Fire Protection District Development Impact Fees.

Attachments:

- **Proposed Resolution No. 755** (05A-Wilder_City_Resolution_755_Approval_of_2026_Intergovernmental_Agreement_revised_10.08.2026.pdf)

d. PUBLIC HEARING

Proposed Ordinance 663: Amending Wilder City Code provisions governing mobile homes, manufactured homes, manufactured home parks, recreational vehicle parks, and the occupancy of recreational vehicles.

The City Council will hold a Public Hearing to receive comments regarding the council intent to make a decision on proposed ordinance 663.

Attachments:

- **Ordinance 663** (2026.11.06._Ordinance_663_Mobil_and_Manufactured_Homes.pdf)

e. APPROVAL FOR PAYMENT OF OCTOBER PAY APPLICATION FOR DEQ FOR THE LAND APPLICATION PROJECT

Attachments:

- **October Pay App** (October_Pay_Request_(003).pdf)

f. **APPROVAL FOR PAYMENT OF NOVEMBER PAY APPLICATION FOR DEQ FOR THE LAND APPLICATION PROJECT**

Attachments:

- **November Pay app** (November_Pay_Request_1_(003).pdf)

7. **CITIZENS' APPLICATIONS, PETITIONS, REPORTS OR REQUESTS**
   a. **Bill Pastor, Republic Services, checking in with the Council**
8. **ORDINANCES and RESOLUTIONS**
   Action Items
   a. **PROPOSED RESOLUTION NO. 756**
   A RESOLUTION OF THE CITY OF WILDER TO ALLOW EMPLOYEES TO CARRY FIREARMS
   The City seeks to recognize lawful personal firearm carry by employees and provide clear workplace conduct and reporting standards consistent with Idaho Law

Attachments:

- **Proposed Resolution No. 756** (03_Proposed_resolution_756_and_exhibits_(002).pdf)

b. **PROPOSED RESOLUTION NO. 757**
A RESOLUTION OF THE CITY OF WILDER TO APPROVE AN AGREEMENT FOR FARMING LEASE FOR THE CITY OWNED PROPERTY LOCATED AT 24886 PECKHAM RD. WILDER

Attachments:

- **Ordinance 757** (2026.11.06._04_Res_757_Land_Clean_Lease.pdf)

c. **PROPOSED ORDINANCE NO. 666**
AN ORDINANCE OF THE CITY OF WILDER UPDATING WILDER CITY CODE TO CHANGE THE AMOUNT OF CHICKES ONE CAN HAVE ON THIER PROPERTY

Attachments:

- **Ordinance 666** (Ordinance_666_chickens.pdf)

d. **PROPOSED ORDINANCE NO. 667**
AN ORDINANCE OF THE CITY OF WILDER AMENDING CITY CODE CHANGING THE TIME RESTRICTIONS ALLOWED AT THE PARK

Attachments:

- **Ordinance 667** (Ordinance_667.pdf)

e. **PROPOSED ORDINANCE NO. 668**
AN ORDINANCE AMENDING CITY CODE FOR CROSS CONNECTION CONTROL

Attachments:

- **ordinance 668** (2026.11.06._Ord_668_-_Council.pdf)

f. PROPOSED ORDINANCE NO. 669
A PROPOSED ORDINANCE CHANGING THE FEE FOR YARD SALE FROM A WRITTEN AMOUNT TO BE SET BY THE FEE SCHEDULE

Attachments:

- **Ordinance 669** (Ordinance_669.pdf)

9. REPORTS

a. Police Department
Dusty Tveidt, Chief

b. City Engineer
Erik Eyre, J-U-B Engineers, Inc.

c. Planning
Kate Dahl, Contract Planner, Rural Planning Consultants, LLC

d. Public Works Department
Chelsie Johnson, Public Works Superintendent

e. Wilder Housing Authority
Chelsie Johnson, Administrator

f. City Attorney
Jacob Jones, Legal Counsel

g. City Clerk
Kathy Bagley, City Clerk

h. Council Member Report

i. Mayor's Report

10. EXECUTIVE SESSION

Action Item

Executive Session, I.C. 74-206 (1)
(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
(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;
(c) To acquire an interest in real property not owned by a public agency;
(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;
(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. The mere presence of legal counsel at an executive session does not satisfy this requirement.

11. ADJOURNMENT

Action Item

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. You may call (208) 482-6204 or email the City Clerk at wsevery@cityofwilder.org for additional information on any item.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (208) 482-6204 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable accommodations to ensure accessibility to this meeting.

Contact: Kathy Bagley (kbagley@cityofwilder.org 208-482-6204) | Agenda published on 11/06/2026 at 4:50 PM

City of Wilder

CITY COUNCIL MINUTES
SPECIAL MEETING
OCTOBER 20, 2026

These Minutes have been approved by the City Council and are the official record relating to the conduct or administration of the City's business, as reflected herein.

The October 20, 2026 meeting of the Wilder City Council was held in Wilder Rural Fire District Conference Room at 601 Patriot Way, Wilder, Idaho 83676. Mayor DEVENBERG called the meeting to order at 6:00 p.m.

ROLL CALL:

Roll call showed the following members were present: PAUL ALLEN, CINDY BUTLER, and PATTI JACKSON. ABSENT: JOHN BECHTEL

City Staff members present were: Kathy Bagley, City Clerk; Dusty Tveidt, Police Chief; Chelsie Johnson, Public Works Director; Kate Dahl, City Planner, Erik Eyre, City Engineer, and Jake Jones, City Attorney.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Mayor DEVENBERG.

ACCEPT OR AMEND THE AGENDA:

Kathy Bagley, City Clerk, reported that the agenda for this meeting was posted on October 16th, 2026, at 12:30 p.m.; Amended agenda posted on October 19th, 2026, at 4:30 p.m. to change the meeting to a Special Meeting due to the schedule change. A second amended agenda was posted on October 20, 2026, at 9.a.m. to change the truck that Public Works is requesting to surplus.

Moved by BUTLER and seconded by ALLEN to accept the agenda as presented.

Roll call on the motion resulted as follows: YEAS: ALLEN, BUTLER, and JACKSON.

Motion carried.

CONSENT AGENDA ITEMS:

a) City Council Meeting minutes for September 08, 2026
b) Wilder Housing Meeting minutes for July, 2026
c) Planning & Zoning Meeting minutes for August, 2026
d) Approval of accounts payable in the amount of $501,807.43
e) Financial Statements
f) Local Government Investment Pool Ledger

Moved by JACKSON and seconded by ALLEN to approve the items on the Consent Agenda.

Roll call on the motion resulted as follows: YEAS: ALLEN, BUTLER, and JACKSON.

Motion Carried.

SPECIAL BUSINESS:

Action Item

Request to surplus the following items by public auction that are no longer of use to the City of Wilder by the following departments:

PUBLIC WORKS:

- 1999 Chevy PU VIN# 1GCEK19T7XZ137378

POLICE DEPARTMENT

- 2003 Ford F15 Animal Truck VIN# 1FTRF18W33NA82012
- 2010 Ford Escape SUV VIN# 1FMCU9DG1AKB54182
- 2016 Ford Explorer VIN# 1FM5K8AR1GGC36648
- 2016 Ford Explorer VIN# 1FM5K8AR0GGC36642

Moved by BUTLER and seconded by JACKSON to approve the items for surplus.

Roll call on the motion resulted as follows: YEAS: ALLEN, BUTLER, and JACKSON.

Motion Carried.

CITIZENS' APPLICATIONS, PETITIONS, REPORTS OR REQUESTS:

No citizens present

ORDINANCES and RESOLUTIONS:

PROPOSED ORDINANCE # 661 – AMENDING CITY CODE 2-2-1 (B)

Sponsored By Paul Allen

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDER, CANYON COUNTY, STATE OF IDAHO, AMENDING SECTION 1 OF ARTICLE B OF CHAPTER 2 OF TITLE 2 WILDER CITY CODE, PROVIDING THAT FEES FOR THE PERMIT FOR PUBLIC POSSESSION OF ALCHOL BE SET BY RESOLUTION OF THE CITY COUNCIL; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

Moved by BUTLER and seconded by JACKSON to waive the first and second reading of Ordinance No. 661.

Voice vote Roll call on the motion resulted as follows: YEAS: ALLEN, BECHTEL, BUTLER, and JACKSON.

Motion carried.

Moved by ALLEN and seconded by BUTLER to approve Ordinance 661

Voice vote Roll call on the motion resulted as follows: YEAS: ALLEN, BECHTEL, BUTLER, and JACKSON.

Motion carried.

PROPOSED ORDINANCE # 662 – AMENDING CITY CODE 7-5-2 (B)

Sponsored By Cindy Butler

AN ORDINANCE OF THE CITY OF WILDER, CANYON COUNTY, STATE OF IDAHO, AMENDING SECTION 2 OF ARTICLE B OF CHAPTER 5 OF TITLE 7 WILDER CITY CODE, PROVIDING THAT FEES FOR THE PERMIT FOR STREET AND ALLEY CUTS BE SET BY RESOLUTION OF THE CITY COUNCIL; DIRECTING THE CLERK; AND PROVIDING AN EFFECTIVE DATE.

Moved by ALLEN and seconded by BUTLER to waive the first and second reading of Ordinance No. 660.

Voice vote Roll call on the motion resulted as follows: YEAS: ALLEN, BECHTEL, BUTLER, and JACKSON.

Motion carried.

Moved by BUTLER and seconded by ALLEN to approve Ordinance No. 662.

Voice vote Roll call on the motion resulted as follows: YEAS: ALLEN, BECHTEL, BUTLER, and JACKSON.

Motion carried.

REPORTS:

POLICE REPORT:

Dusty Tveidt, Police, briefed the Council on the following:

a) Stats for the month of September

CITY ENGINEER REPORT:

Erik Eyre, City Engineer, briefed the Council on the following:

a) Working on wrapping up existing projects
b) Touches on the items that Counselman Allen commented on the Comp Plan
c) State of Idaho Code requires that from time-to-time Municipalities are to post Request for Qualifications (RFQ's) for contract engineers. We are working on helping staff get that put together.

PLANNING REPORT:

Kate Dahl, Planner, briefed the Council on the following:

a) To follow up on the Comprehensive Plan in the works, when we get a final draft, we will need to have a Resolution stating that will be adopted.

PUBLIC WORKS REPORT:

Chelsie Johnson, Public Works Director, briefed the Council on the following:

a) Land App construction is moving forward, we may have to have a Special Meeting for signing a payout in between council meetings
b) Ziply fiber is updating lines throughout the city, and it is turning into a complete nightmare! They have hit five sewer lines so far, so we are making them scope every clean out to make sure there are no more problems going forward.

c) Working on the Cross-connection stuff with JUB and Jake, to get something into city code.

WILDER HOUSING REPORT:

Chelsie Johnson, Administrator, briefed the Council on the following:

a) Having an assistant that reports directly to me has been a huge help, I am able to step away more, and it is taking a lot off of my plate. I have Alicia that reports to me up there and Charlie that reports to me in the Public Works department.

CITY ATTORNEY:

Jacob Jones, Legal Counsel, briefed the Council on the following:

a) Working of the Fruitland Easement
b) Making progress on the 'E bike' Ordinance, it's taking a lot of research to see what other cities are doing also
c) Working a lot with Wilder Housing, there is a lot of paperwork

CITY CLERK / TREASURER:

Kathy Bagley, City Clerk, briefed the Council on the following:

a) I have been working on researching Idaho Code vs City Code to make sure we are doing things correctly, finding some things that we need to change and I am working to bring those to council
b) Want to give a huge shout out to Sydney, our office assistant, she is a HUGE help with all of our events that we put on. She does our decorating of the office and helps with all of the prep; easter eggs and baskets, candy bags for Halloween. I just want you to know what a great help she is, even though you don't see it.
c) Jen has got the bank recs all caught up, and has the audit scheduled for January.

EXECUTIVE SESSION:

Moved by BUTLER and seconded by ALLEN to move into executive session at 6:54 p.m., under Idaho Code 74-206 (1) (c) to acquire an interest in real property not owned by a public agency.

No action was taken.

Roll call on the motion resulted as follows: YEAS: ALLEN, BECHTEL, BUTLER, and JACKSON.

Motion carried.

Moved by BUTLER and seconded by ALLEN to return to the regular meeting at 7:05 p.m.

Roll call on the motion resulted as follows: YEAS: ALLEN, BECHTEL, BUTLER, and JACKSON.

Motion carried.

ADJOURNMENT:

Moved by JACKSON and seconded by ALLEN to adjourn the meeting.

Roll call on the motion resulted as follows: YEAS: ALLEN, BECHTEL, BUTLER, and JACKSON.

Motion carried.

The meeting was adjourned at 7:06 p.m.

APPROVED this 10th day of November, 2026

_____

Justin Devenberg, Mayor

ATTEST:

_____

Kathy Bagley, City Clerk

ATTORNEY REPRESENTATIONS ADDENDUM

To: The Board of Commissioners of Wilder Rural Fire Protection District and the Mayor and City Council of the City of Wilder

As the attorneys for the Wilder Rural Fire Protection District (the "Fire District") and the City of Wilder (the "City") we make the following statements concerning our working on the draft of the 2026 Amended and Reformed Intergovernmental Agreement (the "Agreement") by and between the Wilder Rural Fire Protection District and the City of Wilder, and our work on the draft Ordinance to repeal Title 12 of the Wilder City Code and to amend the Wilder City Code by the addition thereto of a new Title 12 Chapter 1 providing for the City to collect and remit the Fire District's development impact fees to the Fire District and to enforce payment of the same (the "Ordinance").

1. I advise the Fire District Board and the Mayor and City Council that they each may consult with independent counsel to review the Agreement and the Ordinance.
2. Given the nature of the Agreement and the Ordinance, to affect a working relationship of the Parties for the collection of the Fire District's Development Impact Fees now that the Fire District can enact its own development impact fees, it is our opinions and we each believe that our respective representation of the Fire District and the City in this matter will not adversely affect the our relationship with the Fire District or the City because:

    - ✓ We reasonably believe we will be able to provide competent and diligent representation of the Fire District and the City in the drafting of the Agreement and the Ordinance; and
    - ✓ Our representation of the Fire District and the City in these matters is not prohibited by law; and
    - ✓ Our representation of the Fire District and the City in these matters does not involve the assertion of a claim by one against the other; and
    - ✓ That the Fire District and the City have given their consent below in writing to my continued representation in these matters.

- I disclose Rule 1.7-Conflict of Interest: General Rule of the Idaho Rules of Professional Conduct provides:

    Rule 1.7 - Conflict of Interest: Current Clients

    (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a current conflict of interest. A current conflict of interest exists if :
    (1) the Representation of one client will be directly adverse to another client; or
    (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by the personal interests of the lawyer, including family and domestic relations.

    (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a) a lawyer may represent a client if:
    (1) the lawyer reasonably believes That the lawyer will be able to provide competent and diligent representation to each affected client;
    (2) the Representation is not prohibited by law;
    (3) The representation does not involve the assertion of a claim by one client against

another client represented by the lawyer in the same litigation or other preceding before a tribunal; and
(4) Each affected client gives informed consent, confirmed in writing.

Dated: _____



By: Wm. F. Gigray, III

The Board of Commissioners of the Wilder Rural Fire Protection District, and City of WIlder, have each been advised of these facts and acknowledge that they consent in writing to the continued representation by Wm. F. Gigray, III and Jacob Jones of White, Peterson, Gigray & Nichols, P.A. of the Fire District and the City of Wilder in the drafting and advice regarding the Agreement and the Ordinance.

DATED AND SIGNED this ____ day of _____, 2026.

City of Wilder

_____
Justin Devenberg, Mayor

Attest:

_____
Kathy Bagley, City Clerk

DATED AND SIGNED this ____ day of _____, 2026.

Wilder Rural Fire Protection District

_____
Mike Gooding, Chairman

Attest:

_____
Jeanne Maloney, Fire District Secretary

CITY OF WILDER
Canyon County, Idaho

ORDINANCE No. 665

AN ORDINANCE AMENDING THE WILDER CITY CODE BY

- **REPEALING TITLE 12 WILDER CITY CODE; AND**
- **AMENDING THE WILDER CITY CODE BY THE ADDITION THERETO OF A NEW TITLE 12 PROVIDING FOR THE COLLECTION OF AND THE ENFORMCEMENT OF THE PAYMENT OF WILDER RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES; AND**
- **PROVIDING AN EFFECTIVE DATE AND PUBLICATION.**

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

Section 1: Repealing Title 12 Wilder City Code:

1.1 Title 12 Wilder City Code is hereby repealed.

Section 2: Amending the Wilder City Code by the addition thereto of a new Title 12:

2.1 That the Wilder City Code be amended by the addition thereto of a new Title 12 to read as follows:

TITLE 12
FIRE DISTRICT DEVLEOPMENT IMPACT FEES
Chapter 1

FIRE DISTRICT INTERGOVERNMENTAL AGREEMENT COLLECTION OF AND ENFORCEMENT OF THE PAYMENT OF WILDER RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES

12-1-1: Wilder Rural Fire Protection District Development Impact Fees: The Wilder Rural Fire Protection District Development Impact Fees are established pursuant to Wilder Rural Fire Protection District Ordinance No. 2026-01**,** entitled the **"**Wilder Rural Fire Protection District Development Impact Fees Ordinance," and as the same may hereafter be amended. The payment of such development impact fees shall be collected, administered, remitted, and enforced by City of Wilder pursuant to the authority of Idaho Code Section 67-8204A and that certain *City of Wilder 2026 Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Enforcement of the Payment of Wilder Rural Fire Protection District Development Impact Fees* and as the same may hereafter be amended by and between City of Wilder and the Wilder Rural Fire Protection District.

Section 3: Effective Date and Publication

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

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF WILDER, CANYON COUNTY, IDAHO, THIS 10th DAY OF November 2026.

Approved:

By:_____
Justin Devenberg, *Mayor*

ATTEST:

By: _____
Kathy Bagley, *City Clerk*

Publication Date, October 27, 2026, Idaho Press

WILDER RURAL FIRE PROTECTION DISTRICT
CANYON COUNTY, STATE OF IDAHO

RESOLUTION NO. 2026-07

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WILDER RURAL FIRE PROTECTION DISTRICT:

- **Making Certain Findings;**
- **Approving the *Capital Improvement Plan and Development Impact Fee Study Submitted to Wilder Rural Fire Protection District August 4, 2026*; and**
- **Directing the District Secretary;**
- **Setting an Effective Date.**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Wilder Rural Fire Protection District:

Section 1: Findings

It is hereby found by the Board of Commissioners that:

1.1 The Wilder Rural Fire Protection District's (the "Fire District") duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and

1.2 The Fire District's boundaries include all the area within the City limits of the City of Wilder, and area within the unincorporated Canyon County, and the Fire District provides fire and emergency services within its boundaries; and

1.3 All areas within the boundaries of the Fire District are 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 Idaho Code § 31-1417 provides that the Board of Commissioners of the Fire District has the discretionary authority to manage and conduct the business and affairs of the Fire District and to make and execute all necessary contracts and to adopt such rules and regulations as may be necessary to carry out their duties and responsibilities; and

1.6 Idaho Code § 67-8203 (14) provides that the Fire District has authority to enact development impact fees pursuant to and in accordance with the Idaho Development Impact Fee Act codified in Chapter 82 of Title 67 Idaho Code;

1.7 In anticipation and in consideration of the Board of Commissioners of the Fire District adopting the Wilder Rural Fire Protection District Development Impact Fees Ordinance for the collection and expenditure of Fire District development impact fees, the Board of Commissioners of the Fire District has established and appointed, pursuant to Idaho Code § 67-8205, members of the *Wilder Rural Fire Protection District Development Impact Fee Advisory Committee* (the "Advisory Committee"); and

1.8 The Fire District retained TischlerBise/Galena Consulting, who has provided qualified professionals in the field of public administration, and finance 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 Board of Commissioners of the Fire District the *Capital Improvement Plan and Development Impact Fee Study Submitted to Wilder Rural Fire Protection District August 4, 2026* (the "Capital Improvement 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 Fire District Board of Commissioners, in accordance with Idaho Code § 67-8206(3), has published notice and the Fire District Board of Commissioners held a combined 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 by Idaho Code §§ 67-8205 and 67-8206(3); and

1.13 The Board of Commissioners of the Wilder Rural Fire Protection District has determined that it is in the best interests of the Fire District and the residents, persons and property within the boundaries of the Fire District that the Board of Commissioners shall adopt the Capital Improvements Plan.

Section 2: Action of approval of the Capital Improvements Plan

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

Section 3: Direction to District Office Administrator

3.1 The District Office Administrator is hereby directed to retain this resolution in the official records of the Fire District and to provide a certified copy of this resolution to the City Clerk of the City of Wilder.

Section 4: Effective Date.

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

PASSED BY THE BOARD OF COMMISSIONERS of the Wilder Rural Fire Protection District, Canyon County, state of Idaho, this 10th day of September, 2026.

Board of Wilder Rural Fire Protection District

_____
Mike Gooding, Subdistrict 3/Chairman

_____
Chris Wolf, Commissioner Subdistrict 1

_____
Brandon Badiola, Commissioner Subdistrict 2

ATTEST:

_____
Bree Walker, Secretary

EXHIBIT A
Attached

CAPITAL IMPROVEMENTS PLAN &
DEVELOPMENT IMPACT FEE STUDY

Submitted to: Wilder Rural Fire Protection District

Prepared by: TischlerBise / Galena
August 4, 2026

Capital Improvement Plan and Development Impact Fee Study

Submitted to:

Wilder Rural Fire Protection District

August 4, 2026

Prepared by:

TischlerBise
FISCAL | ECONOMIC | PLANNING

Galena
CONSULTING

999 W Main Street
Suite 100
Boise, Idaho 83702
208.515.7480
www.tischlerbise.com

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Development Impact Fee Study
Wilder Rural Fire Protection District

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EXECUTIVE SUMMARY

The Wilder Rural Fire Protection District ("Fire District") retained TischlerBise, Inc. 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 methodologies and calculations used to generate current levels of service and maximum supportable impact fees. It is intended to serve as supporting documentation for the evaluation and update 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 (Idaho Code 67-8202(1-4)), it is the intent of the Fire District to:

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.

TischlerBise 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.
The geographic area for the fees is the Wilder Rural Fire Protection District. Lastly, the fees are calculated for both residential and nonresidential development.

IDAHO DEVELOPMENT IMPACT FEE ENABLING LEGISLATION

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 TischlerBise. 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.

TischlerBise 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 x 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 ÷ 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]. Essentially, 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.

Importantly, stated in [67-8204A], "Governmental entities . . . that are jointly affected by development are authorized to enter into intergovernmental agreements with each other or with . . . fire districts, ambulance 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, or both, provided that such agreement complies with any applicable state laws." Thus, the impact fees for the Wilder Rural Fire Protection District will be collected by the City of Wilder and Canyon County. To ensure that the Fire District captures the full potential revenue of the impact fees an intergovernmental agreement (IGA) is necessary for the City and County to collect the impact fees on the District's behalf. Those revenues would be remitted to the Fire District periodically.

SUMMARY OF CAPITAL IMPROVEMENT PLANS AND DEVELOPMENT IMPACT FEES

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.

***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 park land acres per 1,000 residents). 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. 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.

***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).

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 facility fee is imposed. This type of credit is addressed in the administration and implementation of a facility fee program.

The following table lists impact fee service area, the components to the impact fee, and the methodologies used in the analysis.

Figure 1. Summary of Impact Fee Methodologies

Fee Category	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Fire	Districtwide	Impact Fee Study	Fire Station, Apparatus, Equipment	-	Equivalent Dwelling Units (EDUs)

A summary of the capital improvement plan (CIP) for the Fire District is provided below. See the Capital Improvement Plans chapter for further details.

Figure 2. Fire 10-Year Growth-Related CIP

Timeline & Description				*Total Cost*		*Impact Fee & Other Revenues*				
10-Year Fire District Capital Improvement Plan	**Year**	**Unit**		**Cost per Unit**	**Total Cost**	**Growth-Related %**	**Growth-Related Cost**	**10-Year Proj. I.F. Revenue**	**Existing I.F. Funding**	**Other Funding [1]**
Facilities										
Bay Expansion	2035	1,600	sq ft	$216	$345,600	100%	$345,600	$345,600	$0	$0
	Subtotal	***1,600***	***sq ft***		***$345,600***		***$345,600***	***$345,600***	***$0***	***$0***
Apparatus										
Type 6 Truck	2030	1	unit	$300,000	$300,000	100%	$300,000	$300,000	$0	$0
Fast Attack Engine [2]	2032	1	unit	$600,000	$600,000	100%	$600,000	$600,000	$0	$0
Inspection Truck	2035	1	unit	$100,000	$100,000	100%	$100,000	$73,000	$0	$27,000
	Subtotal	***3***	***units***		***$1,000,000***		***$1,000,000***	***$973,000***	***$0***	***$27,000***
Equipment										
Growth Related Fire Equipment	2025-2035	11	units	$14,000	$156,800	100%	$156,800	$156,800	$0	$0
	Subtotal	***11***	***units***		***$156,800***		***$156,800***	***$156,800***	***$0***	***$0***
Impact Fee Studies										
5-Year Required Updates	2030, 2035	2	studies	$24,000	$48,000	100%	$48,000	$48,000	$0	$0
	Subtotal	***2***	***studies***		***$48,000***		***$48,000***	***$48,000***	***$0***	***$0***
				Grand Total	**$1,550,400**		**$1,550,400**	**$1,523,400**	**$0**	**$27,000**

[1] Other funding includes state/federal grants, general fund revenue, bond referendum
[2] Includes upfitting truck with 500 gallon tank and 1000 gpm pump

Maximum Supportable Development Impact Fees by Type of Land Use

Figure 3 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 Board 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 service unit for the Fire Impact Fee is an equivalent dwelling unit, or EDU. EDU factors by land use is determined with functional population factors such as persons per housing unit and employees per 1,000 square feet. The description of the functional population methodology, the calculation of the EDU factors, and the determination of existing and projected EDUs is presented in the body of the report. Nonresidential development categories are consistent with the terminology and definitions contained in the reference book, Trip Generation 11th Edition, published by the Institute of Transportation Engineers. These definitions are provided in the Appendix A. Land Use Definitions.

Figure 3. Summary of Maximum Supportable Development Impact Fees by Land Use

Housing Type	EDUs per Housing Unit	Maximum Supportable Fee	Current Fee	Increase/ (Decrease)
Residential (per housing unit)				
Single Family	1.00	**$2,059**	$825	$1,234
Multifamily	0.37	**$762**	$825	($63)

Development Type	EDUs per 1,000 Sq. Ft.	Maximum Supportable Fee	Current Fee	Increase/ (Decrease)
Nonresidential (per 1,000 square feet)				
Retail	0.89	**$1,833**	$410	$1,423
Office	0.77	**$1,585**	$410	$1,175
Industrial	0.37	**$762**	$410	$352
Institutional	0.77	**$1,585**	$410	$1,175

CAPITAL IMPROVEMENT PLANS

The following section provides a summary of the Capital Improvement Plans depicting growth-related capital demands and costs on which the fees are based. First, Figure 4 and Figure 5 list the projected growth over the next ten years in the district. Further details can be found in Appendix C. Demographic Assumptions.

Figure 4. 10-Year Projected Residential Growth

Wilder Rural FPD, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10-Year Increase	Total 2045
Population [1]	5,657	5,808	5,963	6,122	6,285	6,453	6,625	6,802	6,984	7,170	7,361	**1,704**	**9,578**
Percent Increase		*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	***30%***	**69%**
Housing Units [2]													
Single Family	2,078	2,133	2,190	2,249	2,309	2,370	2,433	2,498	2,565	2,634	2,704	**626**	**3,330**
Multifamily	33	34	35	36	37	38	39	40	41	42	43	**10**	**53**
Total Units	2,111	2,167	2,225	2,285	2,345	2,408	2,472	2,538	2,606	2,676	2,747	**636**	**3,383**

[1] Source: COMPASS (Community Planning Association of Southwest Idaho) Traffic Analysis Zone Model; TischlerBise analysis

[2] Housing projections are based on PPHU factors and population growth

Figure 5. 10-Year Projected Nonresidential Growth

Wilder Rural FPD, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase	Total 2045
Jobs [1]													
Retail	109	112	115	118	121	124	128	132	136	140	144	**35**	**175**
Office	92	94	96	98	100	102	106	110	114	118	122	**30**	**148**
Industrial	1,016	1,041	1,066	1,091	1,116	1,141	1,181	1,221	1,261	1,301	1,341	**325**	**1,631**
Institutional	183	188	192	196	200	204	211	218	225	232	239	**56**	**291**
Total	1,400	1,435	1,469	1,503	1,537	1,571	1,626	1,681	1,736	1,791	1,846	**446**	**2,246**
Percent Increase		*2.5%*	*2.4%*	*2.3%*	*2.3%*	*2.2%*	*3.5%*	*3.4%*	*3.3%*	*3.2%*	*3.1%*	***32%***	**60%**
Nonresidential Floor Area (1,000 sq. ft.) [2]													
Retail	51	53	54	56	57	58	60	62	64	66	68	**17**	**82**
Office	28	29	29	30	31	31	33	34	35	36	37	**9**	**45**
Industrial	647	663	679	695	711	727	752	778	803	829	854	**207**	**1,039**
Institutional	64	66	67	69	70	71	74	76	79	81	84	**20**	**102**
Total	791	811	830	849	869	888	919	950	981	1,012	1,043	**252**	**1,269**

[1] Source: U.S. Census Bureau OnTheMap Application (2022); COMPASS (Community Planning Association of Southwest Idaho) Traffic Analysis Zone Model; TischlerBise Analysis

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

Idaho Code 67-8208(1)(i)/(k) details items necessary in a capital improvement plan and the following project lists conform to the requirements.

- *Identification of all sources and levels of funding available to the governmental entity for the financing of the system improvements;*
- *A schedule setting forth estimated dates for commencing and completing construction of all improvements identified in the capital improvements plan.*

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 a 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 all Capital Improvement Plans included in this study will occur within five years.

A summary of the impact fee related capital improvement plan (CIP) for fire protection service is provided below.

Fire Capital Improvement Plan

The Fire Development Impact Fee is based on the current level of service for facilities and equipment. To serve projected growth at current levels of service, the District has identified the following infrastructure expansion projects to be completed over the next ten years:

- 1,600 new facility square footage
- 2 new apparatus units
- 11 new equipment units

Below in Figure 6 is the ten-year CIP the Wilder Rural Fire Protection District is anticipating to accommodate future demand. In the plan are fire facility, apparatus, and equipment that is consistent with the projected need to serve growth at the current level of service. The projects from the plan are consistent with growth-related needs to continue providing the current level of service. As noted, the projected 10-year impact fee revenue is anticipated to cover nearly all growth-related CIP costs. Additional funding will be required for the last vehicle purchase in the plan and there are no available funds in the impact fee fund balance for future projects.

Figure 6. Fire 10-Year Growth-Related CIP

Timeline & Description			*Total Cost*		*Impact Fee & Other Revenues*				
10-Year Fire District Capital Improvement Plan	Year	Unit	Cost per Unit	Total Cost	Growth-Related %	Growth-Related Cost	10-Year Proj. I.F. Revenue	Existing I.F. Funding	Other Funding [1]
Facilities									
Bay Expansion	2035	1,600 sq ft	$216	$345,600	100%	$345,600	$345,600	$0	$0
	Subtotal	***1,600 sq ft***		***$345,600***		***$345,600***	***$345,600***	***$0***	***$0***
Apparatus									
Type 6 Truck	2030	1 unit	$300,000	$300,000	100%	$300,000	$300,000	$0	$0
Fast Attack Engine [2]	2032	1 unit	$600,000	$600,000	100%	$600,000	$600,000	$0	$0
Inspection Truck	2035	1 unit	$100,000	$100,000	100%	$100,000	$73,000	$0	$27,000
	Subtotal	***3 units***		***$1,000,000***		***$1,000,000***	***$973,000***	***$0***	***$27,000***
Equipment									
Growth Related Fire Equipment	2025-2035	11 units	$14,000	$156,800	100%	$156,800	$156,800	$0	$0
	Subtotal	***11 units***		***$156,800***		***$156,800***	***$156,800***	***$0***	***$0***
Impact Fee Studies									
5-Year Required Updates	2030, 2035	2 studies	$24,000	$48,000	100%	$48,000	$48,000	$0	$0
	Subtotal	***2 studies***		***$48,000***		***$48,000***	***$48,000***	***$0***	***$0***
			Grand Total	**$1,550,400**		**$1,550,400**	**$1,523,400**	**$0**	**$27,000**

[1] Other funding includes state/federal grants, general fund revenue, bond referendum
[2] Includes upfitting truck with 500 gallon tank and 1000 gpm pump

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 67-8207(2)). The District does currently collect impact fees, but there is no available balance in its impact fee fund for future capital projects. Furthermore, the maximum supportable impact fees are constructed to offset all growth-related capital costs for facilities. Evidence is given in 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 further revenue credits

FIRE DEVELOPMENT IMPACT FEES

The Fire Development Impact Fee is based on the cost per service unit method specified in Idaho Code 67-8204(16), also referred to as the incremental expansion method elsewhere in this report. The Fire infrastructure components included in the impact fee analysis are:

- Fire stations
- Fire apparatus
- Fire equipment
- Share of the development impact fee

The service unit for the Fire Impact Fee is an equivalent dwelling unit, or EDU. The functional population per unit factors by land use such as persons per housing unit and employees per 1,000 square feet are converted into EDUs, with a single family home being equivalent to one EDU. For residential land uses, the impact of a dwelling unit on the need for capital facilities is generally proportional to the number of persons residing in the dwelling unit. This can be measured for different housing types and in this analysis, average household size is used to develop the functional population factors. The functional population methodology for nonresidential land uses is based on trip generation and employee density data. Functional population per 1,000 square feet is derived by dividing the total number of hours spent by employees and visitors during a weekday by 24 hours. The description of the functional population methodology, the calculation of the EDU factors, and the determination of existing and projected EDUs in the service area are presented below.

FUNDING SOURCES

The District has studied various ways of providing the funding for fire facilities. The sources of revenue for Fire are General Fund revenues, grants, or impact fees. In comparing an equitable allocation to the costs borne in the past and to be borne in the future, in comparison to the benefits already received and yet to be received, the District has determined that impact fees are the most equitable way of financing the growth-related Fire facilities.

Specified in Idaho Code 67-8209(2), local governments must consider historical, available, and alternative sources of funding for system improvements. Currently, there is not an existing fund balance in the Fire Development Impact Fee Fund. 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.

In accordance with Idaho Code 67-8207(iv)(2)(h), if any maintenance or repair is required, these costs will need to be funded by other sources, such as property taxes, because replacement and addressing existing deficiencies are not eligible to be funded with impact fees. The Fire District retains discretion and authority to fund deficiencies through the District's annual CIP budget process, accumulate savings annually, or through the deferred maintenance budget annually appropriated for these sorts of expenses.

EXISTING FIRE FACILITY DEFICIENCY ANALYSIS

Idaho Code 67-8208 (1)(a) requires a capital improvement plan to include:

> *A general description of all existing public facilities and their existing deficiencies within the service area or areas of the governmental entity and a reasonable estimate of all costs and a plan to develop the funding resources related to curing the existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding or replacing of such facilities to meet existing needs and usage;*

In the following chapter the current level of service for fire infrastructure is examined. The resulting impact fee is calculated based on the levels of service the Wilder Rural Fire Protection District is providing to the existing demand. As a result, there is no existing deficiency between the level of service being provided to current residents and the level of service standard that is being assessed in the impact fee. Thus, no other revenues are required to address facility deficiencies.

FIRE SERVICE UNITS BY LAND USE

Idaho Code 67-8208 (1)(d) requires capital improvement plans to have:

> *A definitive table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial;*

The service units for the Fire Development Impact Fee are equivalent dwelling units (EDU), set to the functional population of a single family unit. Figure 7 shows the EDU factors for residential and nonresidential development. See Equivalent Dwelling Unit Factors in the following section for details on EDU estimates.

Figure 7. Fire Residential and Nonresidential Service Units

Development Type	Unit	Functional Population/Unit	EDUs/Unit
Single Family	dwelling	1.58	1.00
Multifamily	dwelling	0.58	0.37
Retail	1,000 sq. ft.	1.41	0.89
Office/Service	1,000 sq. ft.	1.22	0.77
Industrial	1,000 sq. ft.	0.58	0.37
Institutional	1,000 sq. ft.	1.21	0.77

COST ALLOCATION FOR FIRE INFRASTRUCTURE

RESIDENTIAL FUNCTIONAL POPULATION

For residential land uses, the impact of a dwelling unit on the need for capital facilities is generally proportional to the number of persons residing in the dwelling unit. This can be measured for different housing types and in this analysis, average household size is used to develop the functional population factors.

It is estimated that residents, on average, spend 14 hours, or 58 percent, of each 24-hour weekday at their place of residence. Shown in Figure 8 is the functional population for single family and multifamily units in Wilder Rural Fire Protection District.

Figure 8. Residential Functional Population per Housing Unit

Development Type	Unit	Persons per Household	Percent of Day	Functional Population/Unit
Single Family	dwelling	2.70	58%	1.58
Multifamily	dwelling	1.00	58%	0.58

Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates

NONRESIDENTIAL FUNCTIONAL POPULATION

The functional population methodology for nonresidential land uses is based on trip generation and employee density data. Functional population per 1,000 square feet is derived by dividing the total number of hours spent by employees and visitors during a weekday by 24 hours. Employees are estimated to spend eight hours per day at their place of employment and visitors are estimated to spend one hour per visit.

Using this formula and information on trip generation rates, vehicle occupancy rates, and employee density, nonresidential functional population estimates per 1,000 square feet of floor area is calculated in Figure 9.

Figure 9. Nonresidential Functional Population per 1,000 Square Feet

Development Type	Unit	Vehicle Trips/ Unit [1]	Persons/ Trip [2]	Employee/ Unit [1]	Visitors/ Unit [3]	Functional Population/Unit [4]
Retail	1,000 sq. ft.	10.36	1.82	2.12	16.73	1.41
Office	1,000 sq. ft.	5.42	1.18	3.26	3.14	1.22
Industrial	1,000 sq. ft.	2.44	1.18	1.57	1.31	0.58
Institutional	1,000 sq. ft.	5.39	1.67	2.86	6.14	1.21

[1] Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition (2021)
[2] Source: Summary of Travel Trends 2017 National Household Travel Survey, US Department of Transportation Federal Highway Administration, 2017
[3] The visitors per unit factor is found by multiplying vehicles trips and persons per trip then subtracting employees per unit.
[4] Functional population is found by multiplying the employee per unit by 8 hours and visitors for unit by 1 hour and then dividing the total by 24 hours.

Equivalent Dwelling Unit Factors

In the service area, an equivalent dwelling unit (EDU) is set to the functional population of a single family unit. In Wilder Rural Fire Protection District an EDU is set to a functional population of 1.58. This is compared to the functional population factors for the other development types to calculate their respective EDU. For example, a multifamily unit in the District has a functional population of 0.58, which results in 0.37 EDUs (0.58 functional population / 1.58 functional population per EDU = 0.37 EDUs).

Figure 10. Wilder Rural Fire Protection District EDU Factors

Development Type	Unit	Functional Population/Unit	EDUs/Unit
Single Family	dwelling	1.58	1.00
Multifamily	dwelling	0.58	0.37
Retail	1,000 sq. ft.	1.41	0.89
Office/Service	1,000 sq. ft.	1.22	0.77
Industrial	1,000 sq. ft.	0.58	0.37
Institutional	1,000 sq. ft.	1.21	0.77

Base Year EDUs

To calculate the current level of service of fire facilities, it is necessary to determine the base year EDUs. This is done by applying the EDU factors to the base year housing and nonresidential floor area estimates. Shown at the bottom of Figure 11, there are a total of 2,447 EDUs in the Wilder Rural Fire Protection District.

Figure 11. Wilder Rural Fire Protection District Base Year EDUs

Development Type	Base Year Housing Units	EDUs/Unit	Base Year EDUs
Single Family	2,078	1.00	2,078
Multifamily	33	0.37	12
Residential Subtotal	**2,111**		**2,090**

Development Type	Base Year 1,000 Sq. Ft.	EDUs/Unit	Base Year EDUs
Retail	51	0.89	46
Office	28	0.77	22
Industrial	647	0.37	240
Institutional	64	0.77	49
Nonresidential Subtotal	**791**		**357**

Development Type	Base Year EDUs	Percent of Total EDUs
Residential EDUs	2,090	85%
Nonresidential EDUs	357	15%
Total	**2,447**	**100%**

LEVEL OF SERVICE AND COST ANALYSIS

Idaho Code 67-8208(1)(c) requires a capital improvement plan to include:

> *An analysis of the total capacity, the level of current usage, and commitments for usage of capacity of existing capital improvements, which shall be prepared by a qualified professional planner or by a qualified engineer licensed to perform engineering services in this state.*

FIRE STATIONS

Listed in Figure 12, the Wilder Rural Fire Protection District occupies 13,896 square feet of station space. To determine the level of service, the floor area is divided by the base year demand factor (EDUs) then multiplied by 1,000. As a result, there are 5,679 square feet per 1,000 EDUs. However, to accurately reflect the District's station growth in the CIP, the level of service is adjusted down to the square feet of planned station expansion. This results in 2,155 square feet per 1,000 EDUs.

Based on the District's CIP, the average cost per square foot is $216. To find the capital cost per EDU, the level of service standard is applied to the average cost per square foot. This results in a capital cost of $466 per EDU (2,155 square feet per 1,000 EDUs x $216 per square foot = $466 per EDU, rounded).

Figure 12. Fire Station Level of Service & Cost Analysis

Fire Stations	Square Feet	Construction Cost
Fire Station	13,896	$3,000,000
Total	**13,896**	**$3,000,000**

Level-of-Service Standards	EDU
Proportionate Share	100%
Share of Square Feet	13,896
2025 Equivalent Dwelling Unit (EDU)	2,447
Square Feet per 1,000 EDUs	**5,679**

CIP Adjusted Level-of-Service Standards	EDU
Square Feet per 1,000 EDUs	**2,155**

Cost Analysis	EDU
Square Feet per 1,000 EDUs	2,155
Average Cost per Square Foot [1]	$216
Capital Cost per EDU	**$466**

[1] Source: Wilder Rural Fire Protection District Capital Improvement Plan

Fire Apparatus

As shown in Figure 13, Wilder Rural Fire Protection District has seven vehicles to provide fire services. To determine the level of service, the fleet is divided by the base year demand factor (EDUs) then multiplied by 1,000. As a result, there are 2.86 vehicles per 1,000 EDUs.

Based on the District's expectation to replace the fleet, the average cost per vehicle is $458,000. To find the capital cost per EDU, the level of service standard is applied to the average cost. This results in a capital cost of $1,310 per EDU (2.86 vehicles per 1,000 EDUs x $458,000 per vehicle = $1,310 per EDU, rounded).

Figure 13. Fire Apparatus Level of Service & Cost Analysis

Apparatus	Units	Current Cost per Unit	Total Replacement Cost
Engine	2	$875,000	$1,750,000
Tender	1	$425,000	$425,000
Command	1	$80,000	$80,000
Heavy Brush	1	$350,000	$350,000
Ambulance	2	$300,000	$600,000
Total	**7**		**$3,205,000**

Level-of-Service Standards	EDU
Proportionate Share	100%
Share of Units	7.0
2025 Equivalent Dwelling Unit (EDU)	2,447
Units per 1,000 EDUs	**2.86**

Cost Analysis	EDU
Units per 1,000 EDUs	2.86
Average Cost per Unit	$458,000
Capital Cost per EDU	**$1,310**

Fire Equipment

Following Idaho State Statute, impact fees are to be used to expand public facilities with a useful life of 10 years or more, allowing for certain equipment to be purchased with impact fees. As shown in Figure 14, Wilder Rural Fire Protection District has 37 units of equipment with a 10-year useful life. To determine the level of service, the equipment is divided by the base year demand factor (EDUs). As a result, there are 15.12 equipment units per 1,000 EDUs.

To find the capital cost per EDU, the level of service standard is applied to the average cost. This results in a capital cost of $212 per EDU (15.12 units per 1,000 EDUs x $14,000 per unit = $212 per EDU, rounded).

Figure 14. Fire Equipment Level of Service & Cost Analysis

Equipment Type	Units	Current Cost per Unit	Total Replacement Cost
SCBA	21	$7,143	$150,000
Thermal Imager	5	$4,000	$20,000
Extrication System	2	$45,000	$90,000
High Pressure Compressor	1	$60,000	$60,000
Ambulance Equipment	6	$28,333	$170,000
Trailer	2	$14,000	$28,000
Total	**37**		**$518,000**

Level-of-Service Standards	EDU
Proportionate Share	100%
Share of Units	37.0
2025 Equivalent Dwelling Unit (EDU)	2,447
Units per 1,000 EDUs	**15.12**

Cost Analysis	EDU
Units per 1,000 EDUs	15.12
Average Cost per Unit	$14,000
Capital Cost per EDU	**$212**

Share of the Development Impact Fee Study

Under the Idaho enabling legislation, the Fire District is able to recover the cost of the study through the collection of future fees. An impact fee study must be completed every five years, so the study cost is compared to the five-year projected increase in EDUs. As a result, the cost per EDU is $71.

Figure 15. Fire Share of the Development Impact Fee Study

Study Cost	Five-Year EDU Increase	Capital Cost per EDU
$24,020	337	**$71**

CAPITAL IMPROVEMENTS NEEDED TO SERVE GROWTH

Idaho Code 67-8208(1)(f-h) requires a capital improvement plan to include:

- *A description of all system improvements and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, to provide a level of service not to exceed the level of service adopted in the development impact fee ordinance;*
- *The total number of service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
- *The projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty (20) years;*

Needs due to future growth are calculated using the levels of service and cost factors for the infrastructure components. Growth-related needs are a projection of the amount of infrastructure and estimated costs over the next ten years needed to maintain levels of service.

To estimate the 10-year growth needs for fire facilities in Wilder Rural Fire Protection District, the CIP adjusted level of service (2,155 square feet per 1,000 EDUs) is applied to the projected growth of EDUs in the district. The district is projected to increase by 742 EDUs over the next ten years. Listed in Figure 16, there will need to be a total of 1,600 square feet of additional fire station space in the district to accommodate the growth. By applying the average cost ($216 per square feet), the total expenditure for the growth is calculated (1,600 square feet x $216 = $345,600).

Similarly, the current level of service for apparatus (2.86 units per 1,000 EDUs) is applied to the projected growth of EDUs in the district. There will be a need for 2.1 new units to accommodate growth. By applying the average cost ($458,000 per unit), the total expenditure for the growth is calculated.

Lastly, the current level of service for equipment (15.12 units per 1,000 EDUs) is applied to the projected growth of EDUs in the district. There will be a need for 11.2 new units of equipment to accommodate growth. By applying the average cost ($14,000 per unit), the total expenditure for the growth is calculated. Overall, the combined projected need for growth is $1,464,200.

Figure 16. Projected Demand for Fire Facilities & Equipment

Level of Service		Demand Unit	Unit Cost
2,155	Fire Station Square Feet	per 1,000 EDUs	$216
2.86	Fire Apparatus Units	per 1,000 EDUs	$458,000
15.12	Fire Equipment Units	per 1,000 EDUs	$14,000

Year		Equivalent Dwelling Unit	Fire Station Square Feet	Fire Apparatus Units	Fire Equipment Units
Base	2025	2,447	5,274	7.0	37.0
Year 1	2026	2,511	5,412	7.2	38.0
Year 2	2027	2,577	5,554	7.4	39.0
Year 3	2028	2,645	5,700	7.6	40.0
Year 4	2029	2,713	5,848	7.8	41.0
Year 5	2030	2,784	6,001	8.0	42.1
Year 6	2031	2,862	6,168	8.2	43.3
Year 7	2032	2,941	6,339	8.4	44.5
Year 8	2033	3,022	6,514	8.6	45.7
Year 9	2034	3,105	6,692	8.9	46.9
Year 10	2035	3,189	6,874	9.1	48.2
Ten-Year Increase		742	**1,600**	**2.1**	**11.2**
Growth-Related Expenditures			**$345,600**	**$961,800**	**$156,800**

Wilder Fire Growth-Related Capital Cost	**$1,464,200**

CAPITAL IMPROVEMENT PLAN

Listed in Figure 17 is the 10-year CIP for the Wilder Rural Fire Protection District. In the plan are fire facility, apparatus and equipment that is consistent with the projected need to serve growth at the current level of service. Over the next ten years, the total cost of the plan is $1.55 million, it is entirely growth-related except for a portion of the inspection truck. The projects from the plan are consistent with growth-related needs to continue providing the current level of service. As noted, there are no available funds in the impact fee fund balance for future projects.

Figure 17. Fire 10-Year Growth-Related CIP

Timeline & Description				*Total Cost*		*Impact Fee & Other Revenues*				
10-Year Fire District Capital Improvement Plan	**Year**	**Unit**		**Cost per Unit**	**Total Cost**	**Growth-Related %**	**Growth-Related Cost**	**10-Year Proj. I.F. Revenue**	**Existing I.F. Funding**	**Other Funding [1]**
Facilities										
Bay Expansion	2035	1,600	sq ft	$216	$345,600	100%	$345,600	$345,600	$0	$0
	Subtotal	***1,600***	***sq ft***		***$345,600***		***$345,600***	***$345,600***	***$0***	***$0***
Apparatus										
Type 6 Truck	2030	1	unit	$300,000	$300,000	100%	$300,000	$300,000	$0	$0
Fast Attack Engine [2]	2032	1	unit	$600,000	$600,000	100%	$600,000	$600,000	$0	$0
Inspection Truck	2035	1	unit	$100,000	$100,000	100%	$100,000	$73,000	$0	$27,000
	Subtotal	***3***	***units***		***$1,000,000***		***$1,000,000***	***$973,000***	***$0***	***$27,000***
Equipment										
Growth Related Fire Equipment	2025-2035	11	units	$14,000	$156,800	100%	$156,800	$156,800	$0	$0
	Subtotal	***11***	***units***		***$156,800***		***$156,800***	***$156,800***	***$0***	***$0***
Impact Fee Studies										
5-Year Required Updates	2030, 2035	2	studies	$24,000	$48,000	100%	$48,000	$48,000	$0	$0
	Subtotal	***2***	***studies***		***$48,000***		***$48,000***	***$48,000***	***$0***	***$0***
				Grand Total	**$1,550,400**		**$1,550,400**	**$1,523,400**	**$0**	**$27,000**

[1] Other funding includes state/federal grants, general fund revenue, bond referendum
[2] Includes upfitting truck with 500 gallon tank and 1000 gpm pump

IMPACT FEE CREDIT ANALYSIS

Idaho Statute 67-8207 and 67-8209 details requirements that impact fee calculations should examine and account for funding of CIPs with non-impact fee revenue including:

> *The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The governmental entity shall develop a plan for alternative sources of revenue.*

The Fire growth-related CIP totals $1,550,400. Currently, there is not an existing balance in the District's Fire Impact Fee Fund. Additionally, there are no other dedicated revenues for the growth-related Fire CIP including previously issued bonds to fund infrastructure expansion. In this case, no revenue credit is needed.

INPUT VARIABLES AND DEVELOPMENT IMPACT FEES

Figure 18 provides a summary of the input variables (described in the chapter sections above) used to calculate the net cost per EDU. The residential Fire Development Impact Fees are the product of equivalent dwelling unit per housing unit by type multiplied by the total net capital cost per EDU. For example, the multifamily maximum impact fee is $762 per unit ($2,059 per EDU x 0.37 EDUs per housing unit = $762, rounded). The nonresidential fees are the product of equivalent dwelling unit per 1,000 square feet by type multiplied by the total net capital cost per EDU.

The fees represent the highest supportable amount for each type of applicable land use and new growth's fair share of the cost for capital facilities. The Fire Board 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.

Figure 18. Fire Input Variables and Maximum Supportable Impact Fees

Fee Component	Cost per EDU
Fire Stations	$466
Fire Apparatus	$1,310
Fire Equipment	$212
Impact Fee Study	$71
Gross Total	$2,059
Net Total	**$2,059**

Housing Type	EDUs per Housing Unit	Maximum Supportable Fee	Current Fee	Increase/ (Decrease)
Residential (per housing unit)				
Single Family	1.00	**$2,059**	$825	$1,234
Multifamily	0.37	**$762**	$825	($63)

Development Type	EDUs per 1,000 Sq. Ft.	Maximum Supportable Fee	Current Fee	Increase/ (Decrease)
Nonresidential (per 1,000 square feet)				
Retail	0.89	**$1,833**	$410	$1,423
Office	0.77	**$1,585**	$410	$1,175
Industrial	0.37	**$762**	$410	$352
Institutional	0.77	**$1,585**	$410	$1,175

CASH FLOW PROJECTIONS FOR FIRE MAXIMUM SUPPORTABLE IMPACT FEE

This section summarizes the potential cash flow to the Fire District if the development impact fees are implemented at the maximum supportable amounts. The cash flow projections are based on the assumptions detailed in this chapter and the development projections discussed in Appendix C. Demographic Assumptions.

At the top of Figure 19 are the growth-related cost by infrastructure type over the next ten years, totaling $1.55 million. Shown at the bottom of the figure, the maximum supportable impact fee is estimated to cover nearly 100 percent of growth-related capital costs. Under the incremental expansion approach fee revenue will match the growth-related needs over the next ten years. In the case that growth is less than projected development, revenue collection will be lower but so will the growth-related need to expand infrastructure. Note: the difference in projected revenue and expenditures shown at the bottom of Figure 19 is the result of rounding throughout calculations.

Figure 19. Cash Flow Summary for Fire Maximum Supportable Impact Fees

Infrastructure Costs for Fire Facilities

	Total CIP Cost	Growth CIP Cost	Cost @ Current LOS
Fire Stations	$345,600	$345,600	$345,600
Fire Apparatus	$1,000,000	$1,000,000	$961,800
Fire Equipment	$156,800	$156,800	$156,800
Impact Fee Study	$48,000	$48,000	$48,000
Total Expenditures	**$1,550,400**	**$1,550,400**	**$1,512,200**

Projected Development Impact Fee Revenue

Year		Single Family $2,059 per unit	Multifamily $762 per unit	Retail $1,833 per KSF	Office $1,585 per KSF	Industrial $762 per KSF	Institutional $1,585 per KSF
		Housing Units	Housing Units	KSF	KSF	KSF	KSF
Base	2025	2,078	33	51	28	647	64
1	2026	2,133	34	53	29	663	66
2	2027	2,190	35	54	29	679	67
3	2028	2,249	36	56	30	695	69
4	2029	2,309	37	57	31	711	70
5	2030	2,370	38	58	31	727	71
6	2031	2,433	39	60	33	752	74
7	2032	2,498	40	62	34	778	76
8	2033	2,565	41	64	35	803	79
9	2034	2,634	42	66	36	829	81
10	2035	2,704	43	68	37	854	84
Ten-Year Increase		626	10	17	9	207	20
Projected Revenue		$1,288,455	$7,661	$30,277	$14,792	$157,623	$30,955

Projected Revenue	**$1,530,000**
Projected Expenditures	**$1,550,400**
Non-Impact Fee Funding	**$20,400**

PROPORTIONATE SHARE ANALYSIS

Development impact fees for Wilder Rural Fire Protection 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 District in the provision of system improvements to serve new development. The 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 Wilder Rural Fire Protection 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 District's capital improvements plan and will be included in annual capital budgets.
2) TischlerBise estimated development impact fee revenue 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 less funding from other sources (i.e., federal and state grants).
3) TischlerBise has evaluated the extent to which new development may contribute to the cost of public facilities.
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.
5) The 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 Improvement Plan. 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 District. These procedures should be addressed in the development impact fee ordinance. One service area represented by the Wilder Rural Fire Protection District 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.

Furthermore, it is the collecting jurisdiction that is required to form the DIFAC. In this case, Wilder Rural Fire Protection Impact Fees will be collected by the City of Wilder and Canyon County. Thus, those jurisdictions will form separate DIFACs.

Per the above, each jurisdiction has formed a DIFAC. TischlerBise has met with each 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 DIFACs.

The Fire District must develop and adopt a capital improvement 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.

TischlerBise 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 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 TischlerBise'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

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey.

Single Family Units:

- 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.
- 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.
- 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:

- 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."
- 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

Nonresidential development categories used throughout this study are based on land use classifications from the book *Trip Generation* (ITE, 2021).

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 mining companies, trucking companies, and construction companies and excludes manufacturing and warehousing.

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

APPENDIX B. LAND USE ASSUMPTIONS

IDIFA requires that a CIP include a "description of the land use assumptions by the government entity." Idaho Code § 67-8208(1)(d). IDIFA defines land use assumptions as "a description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period." Idaho Code § 67-8203(16)

First, the service area for this CIP and the resulting impact fees is the entire Wilder Rural Fire Protection District boundary. In other cases when a CIP addresses a larger geographies (i.e., a county) multiple services areas may be included to ensure there is a nexus between the fee collection and infrastructure projects being funded by the revenue. However, all the infrastructure being funded by the Fire District impact fees are providing a districtwide benefit. Thus, there is no need to establish smaller service areas in this CIP.

Second, IDIFA in essence requires a jurisdiction to establish underlying demographic and developmental assumptions that form the basis for long term (20+ years) growth projections that drive the need for capital improvements to serve that growth. The CIP is based on and consistent with the land use assumptions set out in the Comprehensive Plans and Future Land Use Maps for the City of Wilder and Canyon County. Additionally, in the following Appendix C. Demographic Assumptions, a 20-year residential and nonresidential growth assumption for the Fire District is detailed.

APPENDIX C. DEMOGRAPHIC ASSUMPTIONS

IDIFA's requirement to identify "land use assumptions" (see Appendix B. Land Use Assumptions) includes a reference to "densities, intensities, and population." Idaho Code § 67-8203(16). These demographic assumptions play a key role in impact fee calculations. Demographic assumptions used in this impact fee analysis are described below.

The following estimates and projections are used in the study's calculations and to illustrate the possible future pace of service demands on the Fire District infrastructure. Furthermore, the chapter demonstrates the history of development and base year development levels in the district. The demographic assumptions are used in the impact fee calculations to determine current and future levels of service.

- Household/housing unit size
- Residential Building Permits
- Current population and housing unit estimates
- Residential projections
- Current employment and nonresidential floor area estimates
- Nonresidential projections
- Functional population
- Vehicle trip generation and projections

Note: 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).

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 District 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, TischlerBise recommends that fees for residential development in Wilder Rural Fire Protection District be imposed according to persons per housing units.

Based on housing characteristics, TischlerBise 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 District facilities and services. Figure 20 shows the US Census American Community Survey 2023 5-Year Estimates data for Wilder CCD. A map of the Wilder CCD geography can be found in Figure 33 at the end of the report.

Wilder CCD is a US Census defined geography that is larger than the City of Wilder, including portions of unincorporated areas surrounding the city. While not perfectly coterminous with the district boundaries, this provides a better sample of demographics within the Wilder Rural Fire Protection District. As a result, single family units have an average household size of 2.70 persons and multifamily units have a household size of 1 person. Additionally, there is a housing mix of 98 percent single family and 2 percent multifamily.

The estimates in Figure 20 are for household size calculations. Base year population and housing units are estimated with another, more recent data source.

Figure 20. Persons per Housing Unit

Housing Type	Persons	Housing Units	Persons per Housing Unit	Household	Persons per Household	Housing Unit Mix
Single Family [1]	5,553	2,054	**2.70**	1,943	2.86	98%
Multifamily [2]	33	33	**1.00**	33	1.00	2%
Total	5,586	2,087	**2.68**	1,976	2.83	

[1] Includes attached and detached single family homes and mobile homes
[2] Includes all other types
Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates

BUILDING PERMIT HISTORY

New housing construction is used to understand current trends in development. Listed in Figure 21 are annual building permits for new single family and multifamily units for the entire Fire District. As seen throughout Idaho, there was a peak in development around 2022 and a dip in development in 2024. Housing development has since rebounded from the dip in the 2025 year to date numbers. Over the past five years, there has been an annual average of 38 single family and 2 multifamily units constructed across the District.

Figure 21. 5-Year Building Permit Trend

Housing Type	2020	2021	2022	2023	2024	2025 YTD	Total	5-Year Average
Single Family	41	39	55	39	16	18	208	**38**
Multifamily	0	4	0	3	5	6	18	**2**
Total	41	43	55	42	21	24	226	**40**

Source: City of Wilder, Canyon County Development Services, COMPASS 2023 Development Monitoring Report

BASE YEAR POPULATION AND HOUSING UNITS

Base year (2025) population and housing stock is derived from COMPASS Traffic Analysis Zone Model (TAZ) within the Wilder Rural FPD. The PPHU factors and housing mix data in Figure 1 are used to estimate base year housing units. As a result, there are an estimated 2,078 single family units and 33 multifamily units within Wilder Rural Fire Protection District

Figure 22. Base Year Population and Housing Units

Wilder Rural FPD, ID	Base Year 2025
Population [1]	5,657
Housing Units [2]	
Single Family	2,078
Multifamily	33
Total Units	2,111

[1] COMPASS (Community Planning Association of Southwest Idaho) Traffic Analysis Zone Model
[2] U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates, TischlerBise analysis

POPULATION AND HOUSING UNIT PROJECTIONS

The ten-year residential projections for the district are illustrated in Figure 23. Population growth is projected based on COMPASS TAZ data, resulting in 1,705 new residents over the next ten years, or a 30.1 percent increase. Housing development is projected using PPHU factors and population growth estimates, resulting in 636 total units added to the district over the next ten years. Of the 636 new units, there is a projected increase of 626 single family units and 10 multifamily units.

Figure 23. Wilder Rural Fire Protection District Residential Development Projections

Wilder Rural FPD, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10-Year Increase	Total 2045
Population [1]	5,657	5,808	5,963	6,122	6,285	6,453	6,625	6,802	6,984	7,170	7,361	**1,704**	**9,578**
Percent Increase		*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	*2.7%*	***30%***	**69%**
Housing Units [2]													
Single Family	2,078	2,133	2,190	2,249	2,309	2,370	2,433	2,498	2,565	2,634	2,704	**626**	**3,330**
Multifamily	33	34	35	36	37	38	39	40	41	42	43	**10**	**53**
Total Units	2,111	2,167	2,225	2,285	2,345	2,408	2,472	2,538	2,606	2,676	2,747	**636**	**3,383**

[1] Source: COMPASS (Community Planning Association of Southwest Idaho) Traffic Analysis Zone Model; TischlerBise analysis
[2] Housing projections are based on PPHU factors and population growth

CURRENT EMPLOYMENT AND NONRESIDENTIAL FLOOR AREA

Employment estimates are based on data published by the U.S. Census Bureau's "OnTheMap" application and COMPASS TAZ data. The most recent job estimates for Wilder Rural FPD through "OnTheMap" are from 2022. To approximate current jobs in the district, the proportion of employment in each industry is multiplied by the total job estimate for 2025 from COMPASS. As a result, there are an estimated 1,400 jobs, with 82 percent in industrial sectors (Figure 24).

Nonresidential floor area is calculated with employee density factors from the Institute of Transportation Engineers (ITE). Those factors are listed below in Figure 25. Total floor area is found by applying the square feet per job factors to the employment estimates, resulting in 790,911 square feet.

Figure 24. Base Year Employment and Nonresidential Floor Area

Wilder Rural FPD, ID	Base Year Jobs [1]	Sq. Ft. per Job [2]	Floor Area (sq. ft.)	Percent of Total
Retail	109	471	51,306	6%
Office	92	307	28,121	4%
Industrial	1,016	637	647,363	82%
Institutional	183	350	64,120	8%
Total	**1,400**		**790,911**	**100%**

[1] Source: U.S. Census Bureau OnTheMap Application (2022); COMPASS (Community Planning Association of Southwest Idaho) Traffic Analysis Zone Model; TischlerBise Analysis
[2] Source: *Trip Generation* , Institute of Transportation Engineers, 11th Edition (2021)

Nonresidential floor area estimates are based on employee density factors in Figure 25. For retail industries the Shopping Center land use factors are used; for office the General Office factors are used; for industrial the Light Industrial factors are used; for institutional the Hospital factors are used.

Figure 25. Institute of Transportation Engineers (ITE) Employment Density Factors

Employment Industry	ITE Code	Land Use	Demand Unit	Emp Per Dmd Unit	Sq Ft Per Emp
Retail	820	Shopping Center	1,000 Sq Ft	2.12	471
Office	710	General Office	1,000 Sq Ft	3.26	307
Industrial	110	Light Industrial	1,000 Sq Ft	1.57	637
Institutional	610	Hospital	1,000 Sq Ft	2.86	350

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

EMPLOYMENT AND NONRESIDENTIAL FLOOR AREA PROJECTIONS

Job and nonresidential floor area projections for the next ten years are shown in Figure 26. Job growth is projected using COMPASS TAZ data and industry employment proportions from the U.S. Census Bureau's "OnTheMap" application. Over the next ten years, there is an estimated increase of 446 jobs, a 31.9 percent increase from the base year.

Job growth is converted into nonresidential floor area using the ITE square feet per employee averages shown in Figure 25. Over the next ten years there is a projected increase of 252,000 nonresidential square feet in the district, a 32 percent increase from the base year. Industrial development accounts for 82 percent of the increase with 207,000 projected new square feet.

Figure 26. Employment and Nonresidential Floor Area Projections

Wilder Rural FPD, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase	Total 2045
Jobs [1]													
Retail	109	112	115	118	121	124	128	132	136	140	144	**35**	**175**
Office	92	94	96	98	100	102	106	110	114	118	122	**30**	**148**
Industrial	1,016	1,041	1,066	1,091	1,116	1,141	1,181	1,221	1,261	1,301	1,341	**325**	**1,631**
Institutional	183	188	192	196	200	204	211	218	225	232	239	**56**	**291**
Total	1,400	1,435	1,469	1,503	1,537	1,571	1,626	1,681	1,736	1,791	1,846	**446**	**2,246**
Percent Increase		*2.5%*	*2.4%*	*2.3%*	*2.3%*	*2.2%*	*3.5%*	*3.4%*	*3.3%*	*3.2%*	*3.1%*	***32%***	**60%**
Nonresidential Floor Area (1,000 sq. ft.) [2]													
Retail	51	53	54	56	57	58	60	62	64	66	68	**17**	**82**
Office	28	29	29	30	31	31	33	34	35	36	37	**9**	**45**
Industrial	647	663	679	695	711	727	752	778	803	829	854	**207**	**1,039**
Institutional	64	66	67	69	70	71	74	76	79	81	84	**20**	**102**
Total	791	811	830	849	869	888	919	950	981	1,012	1,043	**252**	**1,269**

[1] Source: U.S. Census Bureau OnTheMap Application (2022); COMPASS (Community Planning Association of Southwest Idaho) Traffic Analysis Zone Model; TischlerBise Analysis

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

FUNCTIONAL POPULATION

Both residential and nonresidential developments increase the demand on District services and facilities. To calculate the proportional share between residential and nonresidential demand on service and facilities, a functional population approach is used. The functional population approach allocates the cost of the facilities to residential and nonresidential development based on the activity of residents and workers in the district through the 24 hours in a day. The analysis uses the Wilder Rural Fire Protection District boundary in the U.S. Census Bureau's "OnTheMap" application.

Residents that do not work are assigned 22 hours per day to residential development and 2 hours per day to nonresidential development (annualized averages). Residents that work in the Wilder Rural Fire Protection District are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the district are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the district working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent functional population data (2022), residential development accounts for 85 percent of the functional population, while nonresidential development accounts for 15 percent.

Figure 27. Wilder Rural Fire Protection District Functional Population

Wilder Rural FPD (2022)				
Residential			*Demand Hours/Day*	*Person Hours*
Population*	5,565			
Residents Not Working		3,571	22	78,562
Employed Residents		1,994		
Employed in Wilder Rural FPD		175	14	2,450
Employed outside Wilder Rural FPD		1,819	14	25,466
			Residential Subtotal	106,478
			Residential Share =>	**85%**
Nonresidential				
Non-working Residents		3,571	2	7,142
Jobs Located in Wilder Rural FPD		1,131		
Residents Employed in Wilder Rural FPD		175	10	1,750
Non-Resident Workers (inflow commuters)		956	10	9,560
			Nonresidential Subtotal	18,452
			Nonresidential Share =>	**15%**
			Total	124,930

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.
* Source: U.S. Census Bureau, 2023 American Community Survey 5-Year

VEHICLE TRIP GENERATION

RESIDENTIAL VEHICLE TRIPS BY HOUSING TYPE

For residential vehicle trip generation, the ITE's national averages are used. Figure 28 lists the land use, demand unit, and weekday trip ends per unit for single family and multifamily dwellings.

Figure 28. Institute of Transportation Engineers Residential Vehicle Trip Ends

Land Use Group	Demand Unit	Wkdy Trip Ends Per Dmd Unit
Single-Family Detached	Dwelling Unit	9.43
Multifamily Housing (Low-Rise)	Dwelling Unit	6.74

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

RESIDENTIAL VEHICLE TRIPS ADJUSTMENT FACTORS

A vehicle trip end is the out-bound or in-bound leg of a vehicle trip. As a result, so to not double count trips, a standard 50 percent adjustment is applied to trip ends to calculate a vehicle trip. For example, the out-bound trip from a person's home to work is attributed to the housing unit and the trip from work back home is attributed to the employer.

However, an additional adjustment is necessary to capture residents' work bound trips that are outside of the district. The trip adjustment factor includes two components. According to the National Household Travel Survey, home-based work trips are typically 36 percent of out-bound trips (which are 50 percent of all trip ends). Also, utilizing the most recent data from the Census Bureau's web application "OnTheMap", 91 percent of the district's workers travel outside the district for work. In combination, these factors account for 16 percent of additional production trips (0.36 x 0.50 x 0.91 = 0.16). Shown in Figure 29, the total adjustment factor for residential housing units includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (16 percent of production trips) for a total of 66 percent.

Figure 29. Residential Trip Adjustment Factor for Commuters

Trip Adjustment Factor for Commuters

Employed Wilder Rural FPD Residents (2022)	1,994
Residents Working in Wilder Rural FPD (2022)	175
Residents Commuting Outside of Wilder Rural FPD for Work	1,819
Percent Commuting Out of Wilder Rural FPD	**91%**

Additional Production Trips [1]	16%
Standard Trip Adjustment Factor	50%
Residential Trip Adjustment Factor [2]	**66%**

Source: U.S. Census, OnTheMap Application (2022)

NONRESIDENTIAL VEHICLE TRIPS

Vehicle trip generation for nonresidential land uses are calculated by using ITE's average daily trip end rates and adjustment factors found in their recently published 11th edition of Trip Generation**.** To estimate the trip generation in Wilder Rural Fire Protection District, the weekday trip end per 1,000 square feet factors listed in Figure 30 are used.

Figure 30. Institute of Transportation Engineers Nonresidential Vehicle Trip Factors

Employment Industry	ITE Code	Land Use	Demand Unit	Wkdy Trip Ends per Dmd Unit	Wkdy Trip Ends per Employee
Retail	820	Shopping Center	1,000 Sq Ft	37.01	17.42
Office	710	General Office	1,000 Sq Ft	10.84	3.33
Industrial	110	Light Industrial	1,000 Sq Ft	4.87	3.10
Institutional	610	Hospital	1,000 Sq Ft	10.77	3.77

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

For nonresidential land uses, the standard 50 percent adjustment is applied to office, industrial, and institutional land uses. A lower vehicle trip adjustment factor is used for retail uses because this type of development attracts vehicles as they pass-by on arterial and collector roads. For example, when someone stops at a convenience store on their way home from work, the convenience store is not their primary destination. In Figure 31, the Institute for Transportation Engineers' land use code, daily vehicle trip end rate, and trip adjustment factor is listed for each land use.

Figure 31. Daily Vehicle Trip Factors

Land Use	ITE Codes	Daily Vehicle Trip Ends	Trip Adj. Factor	Daily Vehicle Trips
Residential (per housing unit)				
Single Family	210	9.43	66%	6.22
Multifamily	220	4.54	66%	3.00
Nonresidential (per 1,000 square feet)				
Retail	820	37.01	28%	10.36
Office	710	10.84	50%	5.42
Industrial	110	4.87	50%	2.44
Institutional	610	10.77	50%	5.39

Source: *Trip Generation* , Institute of Transportation Engineers, 11th Edition (2021); National Household Travel Survey, 2009

VEHICLE TRIP PROJECTIONS

The base year vehicle trip totals and vehicle trip projections are calculated by combining the vehicle trip end factors, the trip adjustment factors, and the residential and nonresidential assumptions for housing stock and floor area. Residential land uses account for 13,032 vehicle trips and nonresidential land uses account for 2,606 vehicle trips in the base year shown in Figure 32.

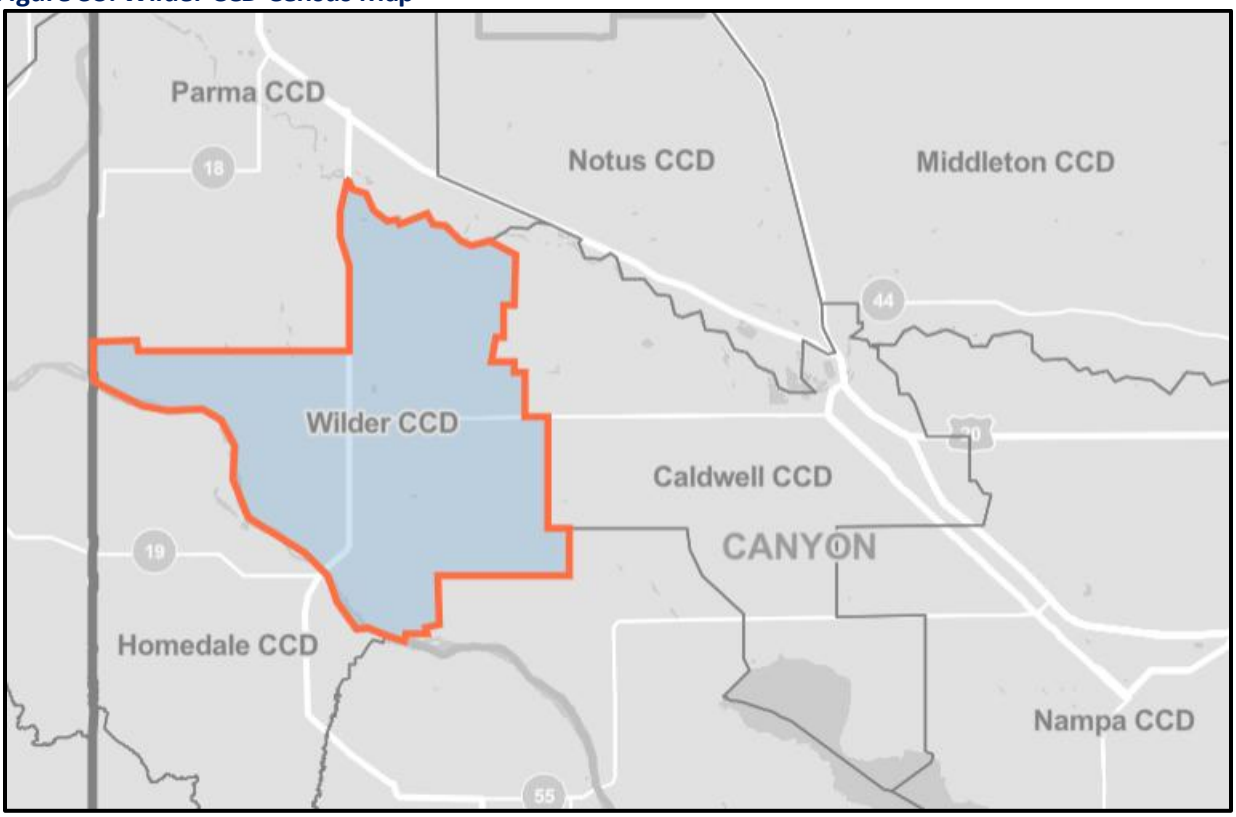
Through 2035, it is projected that daily vehicle trips will increase by 4,758 trips with the majority of growth being generated by single family (82 percent) and industrial (11 percent) development.

Figure 32. Vehicle Trip Projections

Wilder Rural FPD, ID	Base Year 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total Increase
Residential Trips												
Single Family	12,933	13,278	13,632	13,996	14,368	14,752	15,146	15,550	15,966	16,391	16,828	**3,895**
Multifamily	99	102	104	107	110	113	116	119	122	126	129	**30**
Subtotal	13,032	13,380	13,737	14,103	14,478	14,865	15,262	15,669	16,088	16,517	16,957	**3,925**
Nonresidential Trips												
Retail	532	547	561	576	591	605	625	644	664	683	703	**171**
Office	152	156	160	163	166	170	176	183	190	196	203	**51**
Industrial	1,576	1,615	1,653	1,692	1,731	1,770	1,832	1,894	1,956	2,018	2,080	**504**
Institutional	345	354	362	369	377	384	398	411	424	437	450	**105**
Subtotal	2,606	2,672	2,736	2,801	2,865	2,929	3,031	3,132	3,233	3,335	3,436	**831**
Vehicle Trips												
Grand Total	15,638	16,052	16,473	16,904	17,343	17,795	18,292	18,801	19,322	19,852	20,393	**4,756**

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

Figure 33. Wilder CCD Census Map



WILDER RURAL FIRE PROTECTION DISTRICT

Certification of Resolution No. 2026-07

STATE OF IDAHO)
: ss.
County of Canyon)

I certify that this is a true and correct copy of Resolution No. 2026-07, an original record of the Wilder Rural Fire Protection District, in the possession of Bree Walker, Secretary of the Wilder Rural Fire Protection District.

Dated: _____

_____
Signature of Notary Public

[seal] My commission expires: _____

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ORDINANCE NO. 2026-01

AN ORDINANCE OF THE WILDER RURAL FIRE PROTECTION DISTRICT, IMPOSING WILDER RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES PURSUANT CHAPTER 82 OF TITLE 67 IDAHO CODE:

TABLE OF CONTENTS

- **SHORT TITLE, AUTHORITY, APPLICABILITY, FINDINGS, AND PURPOSE; AND**
- **DEFINITIONS; AND**
- **ADVISORY COMMITTEE/CAPITAL IMPROVEMENTS PLAN/SERVICE AREA; AND**
- **INTERGOVERNMENTAL AGREEMENT AND OTHER AGREEMENTS; AND**
- **IMPACT FEES/SCHEDULES, DEVELOPER ELECTION, COLLECTION, ACCOUNTING, PAYMENT, AND EXEMPTIONS; AND**
- **INDIVIDUAL ASSESSMENT; AND**
- **CREDITS AND REIMBURSEMENT; AND**
- **EXTRAORDINARY IMPACT; AND**
- **REFUNDS; AND**
- **CAPITAL PROJECTS TRUST FUND; AND**
- **IMPACT FEE EXPENDITURES; AND**
- **CAPITAL BUDGET AND AUDIT; AND**
- **APPEALS AND MEDIATION; AND**
- **DISTRICT POWERS; AND**
- **LIBERAL CONSTRUCTION OF ORDINANCE**

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF THE WILDER RURAL FIRE PROTECTION DISTRICT:

SECTION 1. That the Commissioners do herein adopt the *Wilder Rural Fire Protection District Development Impact Fees Ordinance* to read as follows:

WILDER RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES ORDINANCE

CHAPTER 1 - SHORT TITLE, AUTHORITY, APPLICABILITY, FINDINGS, AND PURPOSE

1.1 SHORT TITLE
1.2 AUTHORITY
1.3 APPLICABILITY
1.4 FINDINGS
1.5 PURPOSE

1.1: SHORT TITLE: This Ordinance shall be known and may be cited as the *Wilder Rural Fire Protection District Development Impact Fees Ordinance.*

1.2: AUTHORITY: This ordinance is enacted pursuant to the Wilder Rural Fire Protection District's (the "Fire District") authority to impose development impact fees by an ordinance under the Act because the Fire District is now included in the definition of a "Governmental Entity" in Idaho Code Section 67-8203 (14), and its authority as provided by Chapter 82 of Title 67, Idaho Code (the "Act.

1.3: APPLICABILITY: Except as otherwise exempted in section 5.11, these provisions shall apply to the development of property located within the boundaries of the Wilder Rural Fire Protection District.

1.4: FINDINGS:

A. Wilder Rural Fire Protection District (the "Fire District") is a fire protection district and taxing District organized and existing by virtue of Chapter 14 of Title 31, Idaho Code; and

B. 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

C. The Fire District is experiencing considerable growth and Development; and

D. The 2026 Idaho Legislature, by House Bill 766 amended Idaho Code Section 67-8203 (14) to include fire protection districts and ambulance service districts within the definition of: "Governmental Entity" which authorizes fire protection districts to establish their own development impact fees by ordinance under the Act; and

E. The purposes of the Act (I.C. § 67-8202) are as follows:

1. Ensure that adequate Public Facilities are available to serve new growth and Development; and

2. Promote orderly growth and Development by establishing uniform standards by which local governments, such as 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 new growth and Development; and

3. Establish minimum standards for adoption of development impact fee ordinances by fire districts; 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 Requirements; and

5. To empower cities to adopt ordinances to impose development impact fees.

F. The Act, under I.C. § 67-8204A, allows the Fire District to enter into an Intergovernmental Agreement with cities and counties in situations where both are affected by significant growth. Such an intergovernmental agreement can provide for the collection of the Fire District's development impact fees for its System Improvements, creating a new funding mechanism for the Fire District's incurred System Improvements Costs in order to meet the demand and growth within the Fire District. Moreover, the such intergovernmental agreements promote orderly growth and development while safeguarding the public health, safety, and general welfare of the Fire District and city and county residence and property owners found within the boundaries of the Fire District; and

G. New growth within the Fire District is occurring, is expected to continue, and will place ever-increasing demands on the District to provide and expand the District's capital facilities to serve that new growth; and

H. The tax revenues generated from new Development within the Fire District often do not generate sufficient funds to provide the necessary improvements and expansion of the existing District capital facilities to accommodate for that new growth; and

I. The creation of an equitable impact fee system facilitated by the Intergovernmental Agreement with the City of Wilder and Canyon County, will promote the purposes set forth in the Act, in that it would: (a) ensure that adequate Fire District Capital Facilities are available to serve new growth and Development; (b) promote orderly growth and Development by establishing uniform standards by which the Fire District may require that those who benefit from new growth and Development pay a Proportionate Share of the cost of new District Capital Facilities needed to serve new growth and Development within the boundaries of the Fire District; (c) establish minimum standards for the adoption of Fire District impact fees; (d) ensure that those who benefit from new growth and Development are required to pay no more than their Proportionate Share of the cost of Fire District Capital Facilities needed to serve new growth and Development in the city or county as the

case may be; and (e) prevent duplicate and ad hoc Development Requirements in the Fire District; and

J. The Capital Improvements Plan contains the Capital Improvements planned by the Fire District during the term of the Capital Improvements Plan, and such element has been developed in conformance with the requirements of Chapter 82 of Title 67, Idaho Code; and

K. 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; and

L. 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 the 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; and

M. The Fire District impact fees established by this Ordinance are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the Fire District Impact Fees; and

N. The District's capital facilities, included in the calculation of fees in the Capital Improvements Plans, will benefit all new residential Development throughout the Fire District, and it is therefore appropriate to treat all areas of the Fire District as a single Service Area for purposes of calculating, collecting, and spending the Fire District Impact Fees collected from Developers; and

O. There is both a rational nexus and a rough proportionality between Development impacts created by each type of Development covered by this Ordinance, which includes the development impact fees assessment of such Development covered by this Ordinance and the development impact fees that such Developer will be required to pay; and

P. This Ordinance 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 District to construct and/or purchase System Improvements in ways that benefit the Development for which each development impact fee was paid within a reasonable period of time after the development impact fee is paid, and in conformance with I.C. § 67-8210; and

Q. This Ordinance creates a system under which development impact fees shall not be used to correct existing deficiencies for any District Capital Facilities, or to replace or rehabilitate existing District Capital Facilities, or to pay for routine operation or maintenance of those facilities; and

R. This Ordinance creates a system under which there shall be no double payment of development impact fees, in accordance with I.C. § 67-8204(19); and

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

1.5: PURPOSE

A. This Ordinance is adopted to be consistent with, and to help implement the Capital Improvements Plan; and

B. The intent of this Ordinance 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; and

C. It is the further intent of this Ordinance 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; and

D. It is not the intent of this Ordinance to collect more money from any new Development than the actual amount necessary to offset new demands for System Improvements created by such new Development; and

E. It is the intent of this Ordinance that any monies collected, as imposed District Impact Fees, are deposited in the Fire District 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 the District's capital facilities, and are never used to replace, rehabilitate, maintain, or operate any District Capital Facilities.

CHAPTER 2 - DEFINITIONS

2.1: DEFINITIONS: As used in this Ordinance, 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 Wilder Rural Fire Protection District Development Impact Fee Capital Projects Trust Fund established in section 10.1 of this Ordinance.
ACT	Shall mean the Idaho Development Impact Fee Act as set forth in Chapter 82 of Title 67, Idaho Code.
ADMINISTRATOR	Shall mean the administrator of this Ordinance as provided in the Intergovernmental Agreement.

ADVISORY COMMITTEE	Shall mean the Wilder Rural Fire Protection District Development Impact Fee Advisory Standing Committee formed and staffed by the Fire District pursuant to Chapter 3 of this Ordinance, and I.C. § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions, or updates of the same as provided in Chapter 3 of this Ordinance.
APPROPRIATE	Shall mean to legally obligate by contract or otherwise commit to the expenditure of funds by appropriation or other official act of the Board of Commissioners
BOARD OF COMMISSIONERS	Shall mean the board of commissioners of the Wilder Rural Fire Protection District, which is its governing board.
BUILDING PERMIT	Shall mean a city or county 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 Plan identified in the District's CIP adopted by the Board of Commissioners and the City Council pursuant to Chapters 65 and 82 of Title 67, Idaho Code, and as amended, which meets the requirements of the Capital Improvements Plan required by the Act.
CAPITAL IMPROVEMENTS PLAN	Shall mean the Wilder Rural Fire Protection District Impact Fees Study and Capital Improvements Plan, recommended by the Advisory Committee, and adopted by the Fire District Board of Commissioners pursuant to the Act that identifies District Capital Facilities for which District Impact Fees may be used as a funding source.
DEVELOPER	Shall mean any person or legal entity undertaking Development including a Development that seeks an annexation into a city and/or undertakes the subdivision of property pursuant to I.C. §§ 50-1301 through 50-1334, as amended.
DEVELOPMENT	Shall mean any construction or installation of a building or structure, 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 a 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 a city or a county which authorizes the commencement of a Development.
DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND")	Shall mean the Fire District's Wilder Rural Fire Protection District Development Impact Fee Capital Projects Trust Fund account established in Chapter 10 of this Ordinance.
DEVELOPMENT REQUIREMENT	Shall mean a requirement attached to a developmental approval or other city or county governmental action approving or authorizing a particular Development Project including, but not limited to, a rezoning, which compels the payment, dedication, or contribution of goods, services, land, or money as condition of approval.
DISTRICT CAPITAL FACILITIES	Shall mean Fire District facilities, stations, apparatus, vehicles, and equipment which are identified in the Capital Improvements Plan, and specifically including those related costs including System Improvements Costs, but not including maintenance, operations, or improvements that do not expand their capacity
DISTRICT IMPACT FEES	Shall mean a payment of money imposed as a condition of Development 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; or • Connection or hookup charges; or • 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 I.C. § 67-8209(3) as amended, for credit or reimbursement.
EMS	Shall mean the emergency medical facilities for preservation of life services provided by the Fire District.
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 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 I.C. § 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 District Impact Fees. A Fee Payer may include a Developer.
FIRE DISTRICT	Shall mean the Wilder Rural Fire Protection District, a fire District organized and existing by virtue of the Fire Protection District Law, Chapter 14 of Title 31, Idaho Code.
INTERGOVERNMENTAL AGREEMENT	Shall mean a city or a county Intergovernmental Agreement with the Fire District to collect Development Impact Fees for District Systems Improvements entered into by and between the Fire District and a city or a county pursuant to I.C. § 67-8204A for the collection of Fire District impact fees established pursuant to this Ordinance.
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 sub-section 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 with 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.
ORDINANCE	Shall mean and refer to this Wilder Rural Fire Protection District Development Impact Fees Ordinance.
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 which reasonably relates to the service demands and needs of the Project pursuant to I.C. § 67-8207
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 the defined geographic area within the Fire District as identified by the approved Capital Improvements Plan within which specific Public Facilities provide service to Development within the areas defined, on the basis of sound planning or engineering principles or both.
SERVICE UNIT	Shall mean a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of Development calculated in accordance with generally accepted engineering or planning standards for a particular category of Capital Improvements. As specifically used in this

Ordinance, Service Units include dwelling units as defined in this Ordinance 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 Ordinance, System Improvements are for the Fire District's 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 IC § 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; or
- Improvements, repair, operation, or maintenance of existing or new capital; or
- Upgrading, updating, expanding, or replacing existing Capital Improvements to serve existing Development in order to meet stricter safety, efficiency, environmental or regulatory standards; or
- Upgrading, updating, expanding, or replacing existing Capital Improvements to provide better service to existing Development; or
- Administrative and operating costs of the Fire District unless such costs are attributable to development of the Capital Improvements Plan, as provided in IC § 67-8208, as amended; or
- Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the Fire District to finance Capital Improvements identified in the Capital Improvements Plan.

CHAPTER 3 - ADVISORY COMMITTEE/CAPITAL IMPROVEMENTS PLAN/SERVICE AREA

3.1 WILDER RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE
3.2 CAPITAL IMPROVEMENTS PLAN
3.3 SERVICE AREA
3.4 LEVELS OF SERVICE
3.5 METHODOLOGY; PROPORTIONATE METHODOLOGY
3.6 PROPORTIONATE SHARE DETERMINATION
3.7 REVIEW AND MODIFICATION OF CAPITAL IMPROVEMENTS PLAN
3.8 CAPITAL IMPROVEMENTS PLAN ERROR DISCOVERY

3.1: WILDER RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE

A *Committee Created.* The *Wilder Rural Fire Protection District Development Impact Fee Advisory Committee* is established as a standing permanent committee of the Fire District.

3.2: CAPITAL IMPROVEMENTS PLAN

A. The Fire District has planned for the improvement of the District's Capital Facilities in the Capital Improvements Plan.

B. The creation of an equitable impact fee system would enable the Fire District to accommodate new Development, and would assist the Fire District in implementing the Capital Improvements element of the Capital Improvements Plan.

C. In order to implement an equitable impact fee system for the Fire District's facilities, the Fire District Board of Commissioners adopt, by resolution, the Fire District's Capital Improvements Plan. A qualified professional in fields related to finance, engineering, planning, and transportation was hired by the Fire District to assist the Advisory Committee in the preparation of the study.

D. The methodology used in the Capital Improvements Plan, as applied through this Ordinance, must comply with all applicable provisions of Idaho law, including those set forth in I.C. §§ 67-8204(1), (2), (16) and (23), 67-8207 and 67-8209. The incorporation of the Capital Improvements Plan satisfies the requirement in I.C. § 67-8204(16) for a detailed description of the methodology by which the Fire District impact fees are calculated, and the requirement in I.C. § 67-8204(24) for a description of acceptable levels of service for District's System Improvements.

E. In determining the Proportionate Share of the District's System Improvements Costs, the Capital Improvements Plan shall consider:

1. The cost of the existing System Improvements; and
2. How the existing System Improvements have been financed; and
3. The extent to which the new Development will contribute to System Improvements Costs through taxation, assessment, or Developer or landowner contributions, or has previously contributed to System Improvements Costs through Developer or landowner contributions; and
4. The extent to which the new Development is required to contribute to System Improvements Costs 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 or areas; 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, special taxation and a plan for alternative sources of revenue.

3.3: SERVICE AREA: The Service Area is established by the Fire District Board of Commissioners adopting and approving the Capital Improvements Plan.

3.4: LEVELS OF SERVICE: Fire District impact fees shall be calculated on the basis of levels of service for Public Facilities adopted in this Ordinance 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 Fire District impact fees are imposed must be attributable to the capacity demands generated by the new Development.

3.5: METHODOLOGY; PROPORTIONATE METHODOLOGY: The Fire District impact fees shall not exceed a Proportionate Share of the cost of the System Improvements determined in accordance with I.C. § 67-8207, as amended. District impact fees shall be based on actual System Improvements Costs or reasonable estimates of such costs. The amount of the Fire District impact fees shall be calculated using the methodology contained in the Capital Improvements Plan.

3.6: PROPORTIONATE SHARE DETERMINATION: Fire District impact fees shall be based on a reasonable and fair formula or method under which the Fire District impact fees imposed do not exceed a Proportionate Share of the costs incurred or to be incurred by the District in the provision of System Improvements to serve the new Development. The Proportionate Share is the costs attributable to the new Development after the District consider the following:

A. Any appropriate credit, offset, contribution of money, dedication of land or construction of System Improvements; and

B. Payments reasonably anticipated to be made by or as a result of a new Development in the form of user fees and debt service payments; and

C. That portion of general tax or other revenues allocated by the District to System Improvements; and

D. All other available sources of funding such System Improvements.

E. In determining the Proportionate Share of the cost of System Improvements to be paid by the Developer, the following factors shall be considered by the Fire District and accounted for in the calculation of District 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

5.2: FIRE DISTRICT IMPACT FEES SCHEDULE

A. The District Impact Fees shall be calculated in accordance with the fee schedule set forth in the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the Development, unless:

1. The Fee Payer requests an individual assessment pursuant to section 6.1 of this Ordinance; or

2. If the Fire District finds the Development will have an Extraordinary Impact pursuant to section 8.1 of this Ordinance. The methodology for determining the costs per Service Unit provided for in the fee schedule is set forth in the Capital Improvements Plan.

B. Fire District Impact Fees:

Single Family Residential (per Dwelling Unit)	$2,059
Multifamily (per Dwelling Unit	$825
Non-Residential (per 1,000 square feet)	
Retail	$1,833
Office	$1,585
Industrial	$762
Institutional	$1,585

5.3: 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 District impact fees according to the fee schedule as full and complete payment of the Development Project's Proportionate Share of System Improvements Costs, except as provided in I.C. § 67-8214(3), as amended.

5.4: IMPACT FEE COLLECTION PROCEDURES

A. *Building Permit.* Upon submittal of a completed Building Permit plans for the Development to a city or the county, and the city or the county, as the case may be, shall calculate the District impact fees for the Development in accordance with the District Impact Fee Schedule (section 5.2) unless there is a question as to the amount of the District impact fee, or 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 5.11 of this Ordinance 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.

5.5: CERTIFICATION OF IMPACT FEES DUE: After the District impact fees due for a proposed Development have been calculated by the city, or county, or by the Administrator

pursuant to the District Impact Fees Schedule (section 5.2), the Fee Payer may request from the Administrator to certify the amount of District impact fees due for that Development. Within thirty (30) days after receiving such request, the Administrator shall issue a written certification of the amount of District impact fees due for the proposed Development. Such certification shall establish the District impact fees so long as there is no material change to the Project as identified in the individual assessment application, or the impact fees schedule. The certification shall include an explanation of the calculation of the District impact fees including an explanation of factors considered under Idaho Code Section 67-8207 and shall also specify the system improvement(s) for which the District impact fee is intended to be used. If the impact fee is calculated by a city, or county which the Fee Payer is in agreement then the city, or county, as the case may be, 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 or county as the case may be.

5.6: CITY, COUNTY AND ADMINISTRATOR POWERS TO REQUIRE PAYMENT OF IMPACT FEES: When any District impact fee is due pursuant to this Ordinance or pursuant to the terms of any written agreement between a Fee Payer and the Fire District, and such District impact fee has not been paid in a timely manner, the city , or the county, or the Administrator on behalf of the District, may exercise any or all of the following powers as applicable to their authority, in any combination, to enforce the collection of the District impact fee:

A. A city, or a county may withhold Building Permits, manufactured home installation permits, or other city or county permits, as the case may be, related to the Development for which the District impact fee is due until all District impact fees due have been paid, and issue stop work orders, and revoke or suspend a Building Permit; and

B. The city, or county may withhold utility services from the Development for which the District impact fee is due until all District impact fees due have been paid; and

C. Add interest to the District 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 District impact fees was due until paid in full; and

D. Impose a penalty of five (5) percent interest on the total District impact fee (not merely the portion dishonored, late or not paid in full) per month beginning on the date at which the payment of the District impact fee was due until paid in full; and

E. Impose a lien pursuant to the authority of I.C. § 67-8213(4) for failure to timely pay District impact fees following the procedures contained in Idaho Code Title 45, Chapter 5.

5.7: IMPACT FEE PAYMENT MISTAKE OR MISREPRESENTATION: If District impact fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a Fee Payer shall be refunded by the District within thirty (30) days after the District's acceptance of the recalculated amount, with interest at the legal rate provided for in IC § 28-22-104 from the date on which the fee was paid. Any amounts underpaid by the Fee Payer shall be paid to the District 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 to the District, the Administrator may request that the city or county, as the case may be, withhold issuance of the Building Permits for the Project for which the District impact fees were paid until such underpayment is corrected, and if amounts owed to the Fire District are not paid within such thirty-day period, the Administrator may also ask the city, or county, as the case may be, to revoke any Building Permits or Development Approval issued in reliance on the previous payment of such District impact fees and refund such fees to the Fee Payer.

5.8: ACCOUNTING PRINCIPLES: The calculation of Fire District impact fees shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in an incidental benefit to owners or Developers within the Service Area other than the Fee Payer.

5.9: PAYMENT AND RECEIPT OF FEES: The District impact fees shall be paid to the city or county, as the case may be, 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 the District have agreed upon in writing with notice to the city or the county as the case may be; or

D. All District impact fees paid to the city or county, as the case may be, shall then be delivered to the Administrator as provided in the Intergovernmental Agreement; or

E. In the event District Impact Fees are paid to the Fire District, then the Administrator shall immediately notify the city or county, as the case may be, of said payment.

5.10: EXEMPTIONS The provisions of this Ordinance do not apply to the following:

A. Rebuilding the same amount of floor space of a structure which was 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; or

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 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 Ordinance; or

2. A District impact fee has been paid previously for the Modular Building, Manufactured/Mobile Home or Recreational Vehicle on that same lot or space.

H. Construction 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.

5.11: EXEMPTION CLAIM PROCESS: An exemption from District impact fees must be claimed on the application by the Developer (Fee Payer) upon submitting their application for a Building Permit or Manufactured Home Installation Permit. Any exemption not so claimed shall be deemed waived by the Fee Payer. Applications for exemption shall be determined by the Administrator within ninety (90) days of receipt of the claim for exemption.

5.12: DEVELOPMENT APPROVED BY A CITY OR A COUNTY PRIOR TO THE EFFECTIVE DATE OF THIS ORDINANCE NOT SUBJECT TO IMPACT FEES: Notwithstanding any other provision of this Ordinance, that portion of a Project for which a complete application for a Building Permit has been received by a city or a county, as the case may be, prior to the effective date of this Ordinance, shall not be subject to the District impact fee imposed by this Ordinance, but are subject to the payment of the city or county, as the case may be, Fire District Impact Fee in accordance with the ordinance that was in effect at the time the Building Permit was issued. If the resulting Building Permit is later revised or replaced after the effective date of this Ordinance, and the new Building Permit(s) reflects an increase in Development density, intensity, size or number of units more than ten (10) percent higher than that reflected in the original Building Permit, then the District impact fee may be charged on the difference in Development density, intensity, size or number of units between the original and the revised or replacement Building Permit.

CHAPTER 6 - INDIVIDUAL ASSESSMENT

6.1: INDIVIDUAL ASSESSMENT PROCESS

A. In lieu of calculating the amount of District impact fees due pursuant to Section 5.2 and the Capital Improvements Plan, a Fee Payer may file a request with the city or county, as the case may be, that the required amount of District Impact Fees 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 District impact fees due. If a Fee Payer files a request for the use of an individual assessment, the Fee Payer shall be responsible for retaining a qualified professional to prepare the individual assessment that complies with the requirements of this chapter, at the Fee Payer's expense. The Fee Payer shall, at the Fee Payer's expense, bear the burden of proving by clear and convincing evidence that the resulting individual assessment complies with the requirements of this chapter. The Fee Payer shall bear the burden of proving by clear and convincing evidence that the resulting individual assessment is a more accurate measure of its Proportionate Share of the cost of System Improvements, based on the Fire District's adopted levels of service, than the development impact fees that would otherwise be due pursuant to Section 5.2 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 county 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 5.2 and the Capital Improvements Plan is known. Upon filing of a request for individual assessment, the city or county, as the case may be, 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 a city or county, as the case may be, 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 District impact fees. 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 District impact fees, shall specify the system improvement(s) for which the District 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 District impact fees due under this Ordinance 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) and the city or county as the case may be.

CHAPTER 7 - CREDITS AND REIMBURSEMENT

7.1 DEVELOPER CREDITS AND REIMBURSEMENT
7.2 CREDITS LIMITATIONS
7.3 VALUATION OF CREDIT AT PRESENT VALUE
7.4 WHEN CREDITS BECOME EFFECTIVE
7.5 CREDIT REQUEST PROCEDURES

7.1: DEVELOPER CREDITS AND REIMBURSEMENT : When a Developer or their predecessor in title or interest has constructed System Improvements of the same category as a District Capital Improvements Element, or contributed or dedicated land or money towards the completion of System Improvements of the same category as a District Capital Improvements Element, and the Fire District has accepted such construction, contribution or dedication, the Fire District shall issue a credit, in accordance with the provisions of this Ordinance, against the District impact fees otherwise due for the same District Capital Improvements Element in connection with the proposed Development. As set forth in this section, credit shall be issued regardless of whether the contribution or dedication to System Improvements was required by the Fire District as a condition of Development or was offered by the Developer and accepted by the Fire District in writing, and regardless of whether the contribution or dedication was contributed by the Developer or by a local improvement district controlled by the Developer.

7.2: CREDITS LIMITATIONS: Credits against a District impact fee shall not be given for:

A. Project Improvements; or

B. Any construction, contribution, or dedication not agreed to in writing by the Fire District prior to commencement of the construction, contribution, or dedication. Credits issued for one 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 Ordinance.

7.3: VALUATION OF CREDIT AT PRESENT VALUE

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. That fair market value established by a private appraiser acceptable to the Fire District 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 Fire District at the Present Value of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the Fee Payer to the Fire District. The Administrator shall determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then

on alternative engineering or construction costs acceptable to the Fire District as a more accurate measure of the value of the offered System Improvements to the District.

7.4: WHEN CREDITS BECOME EFFECTIVE

A. *Land.* Approved credits for land dedications shall become effective when the land has been conveyed to the Fire District in a form acceptable to the Fire District, at no cost to the Fire District, and has been accepted by the Fire District. Upon request of the Fee Payer, the Fire District shall issue a letter stating the amount of credit available.

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 Fire District, (b) a suitable maintenance and warranty bond has been received and approved by the District, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the Fire District and the State of Idaho. Upon request of the Fee Payer, the Fire District shall issue a letter stating the amount of credit available.

7.5: CREDIT REQUEST PROCEDURES

A. *Request.* In order to obtain a credit against a Fire District impact fee otherwise due, a Fee Payer shall submit to the Administrator a written offer of request to dedicate to the Fire District specific parcels of qualifying land or a written offer to contribute or construct specific System Improvements to the District Capital Facilities in accordance with all applicable state or city or county, as the case may be, design and construction standards, and shall specifically request a credit against the type of District impact fee for which the land dedication or System Improvements is offered.

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

C. *Credits exceeding fee amounts due.* If the credit due to a Fee Payer exceeds the Fire District impact fees that would otherwise be due from the Fee Payer pursuant to this Ordinance (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 Fire District impact fees due for the same System Improvements; or

2. A reimbursement for Fire District impact fees paid by future Development that impacts the System Improvements contributed or dedicated by the Fee Payer. Unless otherwise stated in an agreement with the Fee Payer, the Fire District shall be under no obligation to use any Fire District funds - other than District impact fees paid by other Development for the same System Improvements - to reimburse the Fee Payer for any credit in excess of the District impact fee that are due.

D. *Written agreement required.* If credit or reimbursement is due to the Fee Payer pursuant to this section, the Fire District shall enter into a written agreement with the Fee Payer, negotiated in good faith, prior to the contribution, dedication, or funding of the System Improvements giving rise to the credit. The agreement shall provide for the amount of credit or the amount, time, and form of reimbursement, and shall have a term not exceeding ten (10) years.

E. The Administrator's determination on the written offer of request for credit shall be provided to the Fee Payer and the city or county, as the case may be.

CHAPTER 8 - EXTRAORDINARY IMPACT:

8.1: DETERMINATIONS OF EXTRAORDINARY IMPACT ARE MADE AS FOLLOWS:

A. The Administrator may notify the city or county, as the case may be, and review, prior to Development Approval, the Development application to determine whether or not the Development will impose Extraordinary Impact.

B. The Administrator shall determine and notify the city or the county, as the case may be, and Fee Payer, within thirty (30) days from the date of the Administrator commenced review, of whether or the proposed Development generates Extraordinary Impact that will result in extraordinary Systems Improvements Costs. 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:

1. An indication the assumptions used in the Capital Improvements Plan underestimate the level of activity or impact on District 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 District and the Fee Payer shall jointly select an individual or organization acceptable to both to perform such study. The Fee Payer shall enter into a written agreement with such individual or organization to pay the costs of such study. Such agreement shall require the supplemental study to be completed within thirty (30) days of such written agreement unless the Fee Payer agrees to a longer time.

F. Once the study has been completed, the Fee Payer may choose to:

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 Fire District 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 county, as the case may be, to approve Development that results in an Extraordinary Impact to the District.

CHAPTER 9 – REFUNDS

9.1 REFUNDABLE CIRCUMSTANCES
9.2 NO REFUND FOR SUBSEQUENT REDUCTION IN SIZE OF DEVELOPMENT OF SERVICE UNIT
9.3 REFUND INTEREST
9.4 TIMING OF REFUND PAYMENT

9.1: REFUNDABLE CIRCUMSTANCES: District impact fees shall be refunded to the Fee Payer, or to a successor in interest upon their application to the Fire District for refund, 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 county, as the case may be, or has been abandoned or withdrawn by the Developer; or

C. The Fee Payer pays District 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 Fire District was entitled to receive; or

D. The Fire District collected a District impact fee and the Fire District failed to Appropriate or expend the collected fees pursuant to the section below; or

E. Failure of the Fire District to commence construction or encumber the funds in the development impact fee capital projects Trust Fund.

F. Any impact fee paid shall be refunded if the Fire District has failed to commence construction of System Improvements in accordance with this Ordinance or to Appropriate funds for such construction within eight (8) years after the date on which such fee was collected by the Fire District. Any refund due shall be paid to the owner of record of the parcel for which the Fire District impact fee was paid. The Fire District may hold District impact fees for longer than eight (8) years if the District identifies in writing and in written notice to the owner of record of the parcel. The Fire District's written notice shall include:

1. A reasonable cause on why the 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 they were collected. If the Fire District fails to commence construction of System Improvements or to Appropriate funds for such construction on or before the date identified in such writing, then in accordance with the written notice, any District impact fees so identified shall be refunded to the Fee Payer.

9.2: NO REFUND FOR SUBSEQUENT REDUCTION IN SIZE OF DEVELOPMENT OF SERVICE UNIT: After a District impact fee has been paid pursuant to this Ordinance and after a certificate of occupancy has been issued by the city or county, as the case may be, no refund of any part of such fee shall be made if the Project for which the fee was paid is later demolished, destroyed, altered, reconstructed, or reconfigured so as to reduce the size of the Project or the number of units in the Project.

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

9.4: TIMING OF REFUND PAYMENT: The Fire District shall make a determination of whether a refund is due within thirty (30) days after the receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the Fire District shall send the refund to the owner of record within ninety (90) days after the Fire District determines that a refund is due.

CHAPTER 10 - CAPITAL PROJECTS TRUST FUNDS

10.1 DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUNDS
10.2 DEPOSITS

10.1: DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUNDS The District shall establish the following:

- *Canyon County/Wilder Rural Fire Protection District Development Impact Fee Capital Projects Trust Fund*
- *City of Wilder/ Wilder Rural Fire Protection District Development Impact Fee Capital Projects Trust Fund*

All of which will be maintained by the Fire District for the purpose of ensuring that all District impact fees collected, pursuant to this Ordinance, are used to address impacts reasonably attributable to new Development for which the District impact fees are paid. The Trust Fund shall be divided into the Accounts. All funds in all Accounts in the 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 fire District Impact Fees on which the interest is generated.

10.2: DEPOSITS

A. *Deposit of District Impact Fees.* All monies paid by a Fee Payer, pursuant to this Ordinance, shall be identified as District impact fees and shall be promptly deposited by the Administrator in the appropriate account of the Trust Fund.

B. *First-in/First-out.* Monies in each account shall be spent in the order collected, on a first-in/first-out basis.

C. *Maintenance of Records.* The Fire 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 Fire District impact fee account showing the source and amount of all funds collected and the Projects that were funded.

CHAPTER 11 - IMPACT FEE EXPENDITURES

11.1 EXPENDITURE ELIGIBILITY
11.2 SURCHARGE REIMBURSEMENT
11.3 MONIES IN TRUST FUND NOT EXPENDED CARRIED OVER FROM FISCAL YEAR TO FISCAL YEAR

11.1: EXPENDITURE ELIGIBILITY: Expenditures of Fire District impact fees collected and deposited in the Trust Fund shall be made only for System Improvements within the

Service Area for which the impact fee was collected in accordance with the Capital Improvements Plan.

11.2: SURCHARGE REIMBURSEMENT: *Capital Improvements Plan Reimbursement - Surcharge*. 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.

11.3: 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 pursuant to sections 7.5.C. 2 or 11.1 or refunded pursuant to section 9.1 shall be retained in the same account until the next District' fiscal year.

CHAPTER 12 - CAPITAL BUDGET AND AUDIT

12.1 ANNUAL CAPITAL BUDGET
12.2 DISTRICT PLAN OF ALTERNATIVE SOURCES OF REVENUE
12.3 ANNUAL AUDIT REPORT

12.1: ANNUAL CAPITAL BUDGET: The Fire District shall annually adopt a capital budget.

12.2: FIRE DISTRICT PLAN OF ALTERNATIVE SOURCES OF REVENUE: The Fire District shall develop a plan for alternative sources of revenue, which shall include but not necessarily be limited to plans generated during the Fire District's annual budget process, lobbying efforts, tax increment financing, and implementation of user, administrative and regulatory fees, and other forms of revenue.

12.3: ANNUAL AUDIT REPORT

A. As part of their annual audit process, the Fire District shall prepare an annual report:

1. Describing the amount of all Fire District impact fees collected, Appropriated, or spent during the preceding year by the category of public facility; and

2. Describing the percentage of taxes and revenues from sources other than the Fire District impact fees collected, Appropriated, or spent for System Improvements during the preceding year for the category of systems improvements of the District Capital Facilities for which impact fees were collected.

CHAPTER 13 - APPEALS AND MEDIATION

13.1 APPEALS TO THE FIRE DISTRICT BOARD OF COMMISSIONERS
13.2 PAYMENT UNDER PROTEST RETAIN RIGHT TO APPEAL
13.3 MEDIATION

13.1: APPEALS TO THE FIRE DISTRICT BOARD OF COMMISSIONERS: Any Fee Payer who is dissatisfied with a decision made by the Fire Administrator in applying this Ordinance, may appeal such decision to the Board of Commissioners.

A. The Fee Payer shall have the burden on appeal of demonstrating that the decision was in error; and

B. In order to pursue the appeal described in this sub-section, the Fee Payer shall file a written notice of appeal with the Fire Administrator within thirty (30) days after the date of the Fire Administrator's decision or the date on which the Fee Payer submitted a payment of the Fire District 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; and

C. The Board of Commissioners shall hear the appeal within sixty (60) days after receipt of the written notice of appeal. The Fee Payer shall have the right to be present and to present evidence in support of the appeal. The Fire Administrator shall likewise have the right to be present and to present evidence in support of their determination. The criteria to be used by the Board of Commissioners in considering the appeal shall be whether:

1. The decision or interpretation made by the Fire Administrator or interpretation offered by the Fee Payer more accurately reflects the intent of this Ordinance that new Development in the Service Area pays its Proportionate Share of the costs of System Improvements to Fire District facilities necessary to serve new Development and whether the provisions of this Ordinance have been correctly applied. The Board of Commissioners shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

13.2: PAYMENT UNDER PROTEST RETAIN RIGHT TO APPEAL: A Fee Payer may pay a Fire District impact fee under protest in order not to delay in the issuance of a Building Permit by a city or county, as the case may be. 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.

13.3: MEDIATION

A. Any Fee Payer that has a disagreement with the Administrator regarding a Fire District impact fee determination that is or may be due for a proposed Development pursuant to this Ordinance, may enter into a voluntary agreement with (depending upon the progress of the protest) the Fire District to subject the disagreement to mediation by a qualified independent party acceptable to both the Fee Payer and the Fire District; and

B. The mediation may take place at any time following the filing of a timely appeal pursuant to sections 13.1provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to section 13.2; and

C. Participation in mediation does not preclude the Fee Payer from pursuing other remedies provided for in this section; and

D. If mediation is requested, any related mediation costs shall be shared equally by the Fee Payer and the District, and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation; and

E. In the event that mediation does not resolve the issues between the Fire District and the Fee Payer, the Fee Payer retains all rights to seek relief from a court of competent jurisdiction.

CHAPTER 14 - DISTRICT POWERS

14.1 FIRE CODES AND OTHER RULES APPLICABLE TO PROJECT IMPROVEMENTS
14.2 DISTRICT NOT OBLIGATED TO APPROVE DEVELOPMENT THAT REDUCES LEVELS OF SERVICE

14.1 FIRE CODES AND OTHER RULES APPLICABLE TO PROJECT IMPROVEMENTS: Nothing in this Ordinance shall prevent the Fire District from requiring a Developer to construct reasonable Project Improvements, as are required by the fire codes and other rules that are adopted by the state fire marshal, in conjunction with a Development.

14.2 FIRE DISTRICT NOT OBLIGATED TO APPROVE DEVELOPMENT THAT REDUCES LEVELS OF SERVICE: Nothing in this Ordinance shall obligate the Fire District to approve any Development request which may reasonably be expected to reduce levels of service below minimum acceptable levels established in this Ordinance.

CHAPTER 15 - LIBERAL CONSTRUCTION OF ORDINANCE

15.1: LIBERAL CONSTRUCTION: All provisions, terms, phrases, and expressions contained in this Ordinance shall be liberally construed in order that the true intent and meaning of the Act which the Board of Commissioners may fully carry out.

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 30th day following its passage, approval, and publication as required by law.

SECTION 3: DIRECTING THE DISTRICT SECRETARY

The Fire District Secretary is directed to file this Ordinance in the official records of the Fire District and to provide a certified copy to the City of Wilder and Canyon County clerks.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE WILDER RURAL FIRE PROTECTION DISTRICT, THIS 10th DAY OF SEPTEMBER 2026.

Approved:

Mike Gooding, Commissioner, Subdistrict 3/Chairman

Chris Wolf, Subdistrict 1/Vice-Chairman

Brandon Badiola, Commissioner Subdistrict 2

ATTEST:

Jeanne Maloney, Secretary

WILDER RURAL FIRE PROTECTION DISTRICT

Certification of Ordinance No. 2026-01

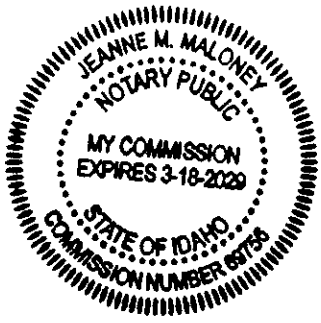
STATE OF IDAHO)

: ss.

County of Canyon)

I certify that this is a true and correct copy of Ordinance No. 2026-01, an original record of the Wilder Rural Fire Protection District, in the possession of Jeanne Maloney, Secretary of the Wilder Rural Fire Protection District.

Dated: September 10, 2026



Jeanne M Maloney

Signature of Notary Public

Resides at: Wilder Idaho

My commission expires: 3-18-2029

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CITY OF WILDER
CANYON COUNTY, IDAHO
RESOLUTION NO. 755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDER:

- **Making Certain Findings; and**
- **Approving and authorizing the Mayor and the City Clerk to execute, and for the City to enter into the *City of Wilder 2026 Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Enforcement of the Payment of Wilder Rural Fire Protection District Development Impact Fees; and***
- **Directing the City Clerk; and**
- **Setting an Effective Date.**

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

Section 1: Findings

It is hereby found by the City Council that:

1.1 The City of Wilder (the "City") has previously entered into an intergovernmental agreement with the Wilder Rural Fire Protection District entitled *City of Wilder and Wilder Rural Fire Protection District First Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements* (the "Current Agreement") as a necessary part of the process of establishing Fire District development impact fees for development within the boundaries of the City which is also within the boundaries and Service Area of the Wilder Rural Fire Protection District (the "Fire District"), pursuant to Idaho Code Section 67-8204A; and

1.2 The statements of purposes and authority set forth in the *City of Wilder 2026 Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Enforcement of the Payment of Wilder Rural Fire Protection District Development Impact Fees* (the "New Intergovernmental Agreement") identify the authority, intentions, purposes, considerations and reasons of the City and the Fire District for entering into the New Intergovernmental Agreement, and such statements of purposes and authority are therefore by this reference incorporated herein as if set forth at length.

1.3 It is necessary therefore and in the best interests of the City and the Fire District to enter into the New Intergovernmental Agreement. A true and correct copy of the New Intergovernmental Agreement is attached hereto as Exhibit A and incorporated herein by this reference

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

2.1 The Mayor is hereby authorized, as the agent of the City, to execute the *City of Wilder 2026 Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Enforcement of the Payment of Wilder Rural Fire Protection District Development Impact Fees*, and the City Clerk to attest, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein, and thereby fully bind the City to its terms and conditions upon the same being approved and executed by the Board of Commissioners of the Fire District.

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 Fire District Secretary, and provide a copy to the City Attorney.

Section 4: Effective Date

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

PASSED BY THE COUNCIL OF THE CITY OF WILDER, IDAHO, THIS 10th DAY of November, 2026.

APPROVED BY THE MAYOR OF THE CITY OF WILDER, IDAHO, THIS 10th DAY OF November, 2026.

CITY OF WILDER

By:_____
Justin Devenberg, *Mayor*

ATTEST:

By: _____
Kathy Bagley, *City Clerk*

EXHIBIT A
CITY OF WILDER AND WILDER RURAL FIRE PROTECTION DISTRICT

CITY OF WILDER 2026 AMENDED AND REFORMED INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT FOR THE COLLECTION AND THE ENFORCEMENT OF THE PAYMENT OF WILDER RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES

[Idaho Code §§ 67-8204A & 67-2326 through 67-2328]

Parties to Agreement:

City of Wilder	City	**City Hall:** 107 4th Street Mailing address: PO Box 687 Wilder, Idaho 83676
Wilder Rural Fire Protection District	**Fire District**	Wilder Rural Fire Protection District Attn: Fire District Administrator **Mailing and Street Address:** 601 Patriot Way Wilder, Idaho 83676

THIS INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT (the "Agreement") is entered into by and between City of Wilder (City) and Wilder Rural 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 *Wilder Rural Fire Protection District Development Impact Fee Advisory Committee* formed and staffed by 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 Wilder 2026 Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Enforcement of the Payment of Wilder Rural Fire Protection District Development Impact Fees*.

1.4 Capital Improvements Plan: Means and refers to the most recent Fire District Capital Improvement Plan, adopted by the Fire District pursuant to the Act which defines the Fire District's Service Area and establishes the basis for its development impact fees.

1.5 Capital Projects Fund: Means and refers to the *City of Wilder*/*Wilder Rural Fire Protection District Development Impact Fee Capital Projects Trust Fund* established by the Fire District pursuant to the Fire District's Ordinance, in accordance with Idaho Code § 67-8210(1).

1.6 City: Means and refers to *City of Wilder, Idaho*, Party to this Agreement.

1.7 Development Impact Fees: Means and refers to the Fire District's Development Impact Fees as established by the Fire District Development Impact Fees Ordinance.

1.8 Fire District: Means and refers to *Wilder Rural Fire Protection District*, Party to this Agreement.

1.9 Fire District Administrator: Means and refers to the Fire District's Administrator of the Fire District Development Impact Fees Ordinance.

1.10 Fire District Board: Means and refers to the Board of Commissioners of the Fire District.

1.11 Fire District Capital Improvement Plan: Shall mean the Wilder Rural Fire Protection District Impact Fees Study and Capital Improvements Plan, recommended by the Advisory Committee, and adopted by the Fire District Board of Commissioners pursuant to the Act that identifies District Capital Facilities for which District Impact Fees may be used as a funding source.

1.12 Fire District Development Impact Fees Ordinance: Means and refers to the *Wilder Rural Fire Protection District Development Impact Fees Ordinance* (Wilder Rural Fire Protection District Ordinance No. 2026-01) together with any amendments thereto approved subsequent to the date of this Agreement.

1.13 First Amended Intergovernmental Agreement: Means and refers to the *City of Wilder and Wilder Rural Fire Protection District First Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements* by and between the Parties.

1.14 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.

1.15 **Service Area:** Means and refers to a service area as defined in the Act at Idaho Code § 67-8203(26).

1.16 **System Improvements:** Means and refers to capital improvements to public facilities designed to provide service to a service area as defined in the Act at Idaho Code § 67-8203(28).

SECTION 2
PURPOSES & AUTHORITY

2.1 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 which services the Fire District provides within the City limits.

2.2 Fire District has provided the City with its prepared and adopted Fire District Capital Improvement Plan which Capital Improvements Plan was developed and adopted by the Fire District in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Fire District's Advisory Committee appointed by Fire District as provided in Idaho Code §§ 67-8205 and 67-8206(2).

2.3 Adoption of the Capital Improvements Plan by the Fire District Board was in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable.

2.4 The Fire District's Capital Improvements Plan establishes the Fire District's service area which includes all area within its boundaries and the basis for the Fire District's Development Impact Fees which include portions of unincorporated area of Canyon County, all of the area within the city limits of the City of Wilder.

2.5 New growth within the Fire District's Service Area has occurred, is occurring, is expected to continue, which has and will continue to place ever-increasing demands on the Fire District to provide and expand the Fire District's capital facilities to serve that new growth.

2.6 Fire District property tax revenues generated from new development, within the Fire District, have not and will continue to not generate sufficient funds to provide the necessary improvements and expansion of the existing Fire District capital facilities to accommodate for that new growth.

2.7 The Fire District has established pursuant to the Act its development impact fees generated within its Service Area pursuant to intergovernmental agreements with Canyon County, City of Wilder, each of whom have enacted an ordinance providing for the establishment and collection of the Fire District's development impact fees to date.

2.8 Since the Fire District has entered into the intergovernmental agreements with Canyon County and City of Wilder and each of them have enacted their above stated ordinance, Idaho Code Section 67-8203 (14) has been amended effective July 1, 2026 by House Bill

766 which has added fire districts to the definition of "Governmental Entity" giving the Fire District ordinance authority to adopt its own development impact fee ordinance.

2.9 Subsequent to July 1, 2026 the Fire District Board has enacted the Fire District Development Impact Fees Ordinance.

2.10 Pursuant to Idaho Code Section 67-8203 (14) of the Act a county, city and fire district are all included in the definition of "Governmental Entity".

2.11 Idaho Code Section 67-8213 of the Act provides: *A governmental entity may provide in a development impact fee ordinance the means for collection of development impact fees, including, but not limited to:*

(1) Additions to the fee for reasonable interest and penalties for non-payment or late payment;
(2) Withholding of the building permit or other governmental approval until the development impact fee is paid;
(3) Withholding of utility services until the development impact fee is paid; and
(4) Imposing liens for failure to timely pay a development impact fee following procedures contained in chapter 5, title 45, Idaho Code.

2.12 Idaho Code Section 67-8204A of the Act provides: *Governmental entities as defined in section 67-8203(14), Idaho Code, that are jointly affected by development are authorized to enter into intergovernmental agreements with each other ... for the purpose of agreeing to collect and expend development impact fees for system improvements ….*

2.13 The Fire District has provided, in the Fire District Development Impact Fees Ordinance, for the means for the collection by the County and each city within the Fire District's Service Area of its Development Impact Fees which includes, in addition to the fee, reasonable interest and penalties for non-payment or late payment; for the withholding of the building permit or other governmental approval until the development impact fee is paid; for the withholding of utility services until the development impact fee is paid; and for imposing liens for failure to timely pay a development impact fee following procedures contained in chapter 5, title 45, Idaho Code.

2.14 The City has the authority and does issue building permits and does provide utility services within the Fire District's Service Area.

2.15 Pursuant to the First Amended Intergovernmental Agreement by and between the Parties the City maintained, and pursuant to the initial Intergovernmental Agreement enacted the Wilder Rural Fire Protection District Development Impact Fee Ordinance codified as Title 12 of the Wilder City Code which established the Fire District's impact fees within its service area as it lies within the City limits, and provides for the collection and expenditure of development impact fees for the Fire District.

2.16 Currently, pursuant to the First Amended Intergovernmental Agreement, City of Wilder collects the Fire District's development impact fees and remits the same to the Fire District, and the City continues to maintain in full force and effect an ordinance providing for the Fire District Development Impact Fees.

2.17 House Bill 766 passed by the 2026 Idaho Legislature effective July 1, 2026 amending Idaho Code Section 67-8203 (14) of the Act, which provided authority for the Fire District to enact its own development impact fee ordinance, but did not amend any other provisions in the Act. The Fire District does not have the authority to issue building permits, nor does it provide utility services, nor does it possess police powers. It is necessary that the Fire District continue to enter into intergovernmental agreements with cities and the county for the continued collection and enforcement of the payment of the Fire District's development impact fees; and

2.18 That by reason of the passage of House Bill 766 by the 2026 Idaho Legislature effective July 1, 2026 which amended Idaho Code Section 67-8203 (14) of the Act, the Parties have determined it is necessary and desirable to amend and reform the First Amended Intergovernmental Agreement by entering into this Agreement; and

2.19 One of the purposes of this Agreement, entered into pursuant to Idaho Code Section 67-8204A, is to facilitate the intent and purpose of the Capital Improvement Plan and the Fire District Development Impact Fees Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the boundaries of the Fire District some of which lie within the City which is part of the Fire District's Service Area, and to further the best interest of the Parties and amends, reforms and supersedes the First Amended Intergovernmental Agreement.

2.20 Idaho Code § 67-2328 authorizes public agencies in the state of 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 enforcement of the payment of development impact fees in accordance with Title 67, Chapter 82 Idaho Code.

SECTION 3
CAPITAL PROJECTS TRUST FUND

3.1 **Capital Projects Fund Name:** The Fire District has established in the Fire District Development Impact Fee Ordinance and will maintain the Capital Projects Fund entitled the *City of Wilder/Wilder Rural Fire Protection District Development Impact Fee Capital Projects Fund,* and it will continue to maintain the *District Development Impact Fee Capital Projects Trust Fund* established pursuant the former Section 12-11-1 Wilder City Code all in accordance with the requirements of the Act.

SECTION 4
COLLECTION AND REMITTANCE OF
FIRE DISTRICT DEVELOPMENT IMPACT FEES

4.1 **Collection of Fire District Development Impact Fees:** Upon receipt of a completed building permit application and plans for a development, the City shall calculate, in accordance with the fee schedule set forth in the Fire District Capital Improvement Plan and in the Fire District Development Impact Fees Ordinance, the Fire District Development Impact Fees except when the developer:

- has a question as the amount of the Fire District Development Impact Fees which shall be referred to the Fire District Administrator; or
- requests an individual assessment of the subject development with the Fire District Administrator; or
- files an application to the Fire District for a credit with the Fire District Administrator; or
- files an application for exemption, which if not obvious, shall be referred to the Fire District Administrator; or
- When the Fire District Administrator provides timely notice to the City that the development may have extraordinary impact; or
- When the Fire District Administrator provides notice to the City that the Fire District and the developer have agreed to another date for the payment of the Fire District Development Impact fees and Fire District consents to the issuance of the building permit.

4.1.1 The City shall not issue a building permit to the developer and may withhold utility services to the subject real property of the development, until the developer has paid the Fire District Development Impact Fees, unless the Fire District Administrator provides notice to the City that the Fire District and the developer have agreed to another date for the payment of the Fire District Development Impact fees and Fire District consents to the issuance of the building permit.

4.1.2 The City shall rely upon written determinations of the Fire District Administrator regarding credits, exemptions, individual assessments, extraordinary impacts, deferred payment agreements, and interpretations of the Fire District Development Impact Fee Ordinance and shall not independently modify those determinations.

4.1.3 City shall incur no liability for relying in good faith upon any written determination or direction of the Fire District Administrator.

4.2 **Transition.** All Fire District impact fees collected before the effective date remain governed by the prior agreement and shall continue to be administered under that agreement until fully remitted and accounted for.

4.3 **City Remittance of Fire District Development Impact Fees to Fire District.** Fire District Impact Fees collected by the City shall be delivered to the Fire District on a

monthly or other basis agreed upon by the Parties.

4.3.1 Information upon Remittance: The City shall provide the following information, when it delivers Fire District Development Impact Fees to the Fire District Administrator, for each Fire District Development Impact Fee collected:

- if the City has elected the method set forth in Subsection 4.4.2, the amount of the Building Permit Administrative Surcharge collected;
- the year, month, and date the Fire District Development Impact Fee was collected; and
- the name of the fee payer,
- the identification of the real property which is the subject of the collection of the Impact Fee including its street address and County Assessor parcel number;
- if paid under protest.

4.4 City Administrative Costs; Election of Method. The City may recover its reasonable costs to administer, collect, account for, and remit the Fire District Development Impact Fees by either of the two alternative methods set forth in Subsections 4.4.1 and 4.4.2, as the City may determine in its sole discretion. The City shall give written notice to the Fire District, in the manner provided in Section 11, of the method the City has elected (the "Notice of Election"). The Notice of Election shall state:

(a) the effective date of the elected method, which shall be not less than thirty (30) days after the Fire District's receipt of the Notice of Election; and

(b) if the City elects the method set forth in Subsection 4.4.2, the amount of the Building Permit Administrative Surcharge and the City ordinance or resolution establishing it.

The City may change its election from time to time by giving the Fire District a new Notice of Election not less than thirty (30) days before the change is to take effect, which effective date shall be the first day of a calendar month. Only one method shall be in effect at any time, and the City shall not recover the same administrative costs under both methods. Until the City's first Notice of Election takes effect, the administrative fee in effect under the First Amended Intergovernmental Agreement shall continue to apply.

4.4.1 Alternative One – Administrative Fee Paid by the Fire District. If the City elects this method, the Fire District agrees to pay the City an administrative fee which the Parties shall set and establish by entering into the City Administrative Fee Addendum to this Agreement, the form for which is attached and marked Appendix 1. The City shall invoice the Fire District monthly for the administrative fee accrued during the preceding month, and the Fire District agrees to pay the total monthly administrative fee owed the City within thirty (30) days after receipt of the City's invoice. The administrative fee shall be paid by the Fire District from its general fund or other lawfully available funds and shall not be paid from, deducted from, or withheld from the Fire District Development Impact Fees or the Capital Projects Fund.

4.4.2 Alternative Two – City Building Permit Administrative Surcharge. If the City elects this method, the City will include within its building permit fees a Building Permit Administrative Surcharge to cover the reasonable City costs to administer, collect, account for, and remit the Fire District Development Impact Fees to the Fire District. The Building Permit Administrative Surcharge:

(a) shall be established by the City by ordinance or resolution in accordance with applicable law;
(b) shall be collected by the City from the developer or fee payer together with the City's building permit fees;
(c) shall be identified separately from the Fire District Development Impact Fees on the City's building permit receipt or fee statement;
(d) shall be retained by the City in its general fund; and
(e) shall not be considered or treated as part of the Fire District Development Impact Fees, shall not be deducted from the Fire District Development Impact Fees, and shall not be deposited into the Capital Projects Fund.

The City shall be solely responsible for complying with all procedural requirements of law applicable to the adoption of the Building Permit Administrative Surcharge, and the Fire District shall have no obligation or liability with respect thereto. While this method is in effect, the Fire District shall have no obligation to pay the City any administrative fee under Subsection 4.4.1 or Appendix 1.

4.4.3 Remittance in Full. Under either method, the City shall remit to the Fire District the full amount of all Fire District Development Impact Fees collected, together with any interest and penalties collected thereon, without deduction, offset, or withholding of any administrative fee, surcharge, or other charge.

4.4.4 Change Between Methods. If the City changes its election from the method set forth in Subsection 4.4.1 to the method set forth in Subsection 4.4.2, administrative fees accrued under Subsection 4.4.1 before the effective date of the change shall remain payable in accordance with Subsection 4.4.1. The City Administrative Fee Addendum shall be suspended while the method set forth in Subsection 4.4.2 is in effect and, unless amended by the Parties, shall again apply if the City later elects the method set forth in Subsection 4.4.1.

4.5 Audit Rights. Fire District may audit City records relating to collection and remittance of Fire District Development Impact Fees upon reasonable notice.

4.6 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 5.6, except that the Building Permit Administrative Surcharge, if the City elects the method set forth in Subsection 4.4.2, shall be paid by the developer or fee payer.

SECTION 5

COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT

The Fire District shall at all times:

5.1 Provide a certified copy of the Fire District Development Impact Fees Ordinance and all amendments thereto to the City Clerk to the attention of the Mayor and City Council ; and

5.2 Provide certified copies of the most current Fire District Capital Improvement Plan and Fire District Board resolutions adopting the same to the City Clerk to the attention of the Mayor and City Council; and

5.3 Abide by the terms and conditions required of the Fire District as set forth in the Fire District Development Impact Fee Ordinance and any amendments to the same; and

5.4 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 Fire District Development Impact Fees Ordinance and this Agreement; and

5.5 Establish and maintain the Capital Projects Fund which is in accordance with the terms and conditions of the Fire District Development Impact Fees Ordinance and the provisions of Idaho Code Section 67-8210 and any amendments or recodifications of the same; and

5.6 Pay the following Costs:

5.6.1 Costs associated with the Advisory Committee's review of the Fire District Capital Improvement Plan; and

5.6.2 Costs of drafting and publication of the City's ordinances which appertain to the collection of or enforcement of the payment of the Fire District Development Impact Fees and any amendment or repeal of the same as may be requested by the Fire District; and

5.6.3 Costs of drafting this Agreement and any amendment or termination of the same as may be requested by the Fire District; and

5.6.4 Costs associated with the Fire District's performance of this Agreement; and

5.6.5 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 Fire District Development Impact Fee Ordinance or this Agreement.

5.7 Be solely responsible for the Fire District's performance of the terms and conditions required of it by the Fire District Development Impact Fee Ordinance and by this Agreement.

SECTION 6

COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY

The City shall:

6.1 Approve and enact an ordinance and maintain the same in full force and effect that provides for the City collection of and enforcement of the payment of the Fire District Development Impact Fees in accordance with the provisions of this Agreement; and

6.2 Maintain and staff the position to manage and perform the duties and responsibilities of the City as set forth in this Agreement; and

6.3 Remit all Fire District Development 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 this Agreement; and

6.4 Be solely responsible for the City's performance of the terms and conditions required of it by this Agreement.

SECTION 7
ADMINISTRATIVE STAFFING

7.1 The administration and performance by the City of this Agreement and City ordinance related thereto shall be under the direction of the Mayor and City council; and

7.2 The administration and performance by the Fire District of the Fire District Development Impact Fee Ordinance and this Agreement shall be under the direction of the Fire District Administrator.

SECTION 8
INDEMNIFICATION

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

8.2 To the extent permitted by law, City shall defend, indemnify, and hold Fire District, its officers, agents, subcontractors, and employees harmless for injuries to persons or property

resulting from the wrongful acts of 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 9
TERM/TERMINATION/AMENDMENT

9.1 **Term.** This Agreement shall continue in force and effect perpetually from its execution date.

9.2 **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 Section 4.3 of this Agreement and the Fire District Development Impact Fees Ordinance.

9.2.1 Any notice of intent to terminate shall include a proposal regarding repeal of the Fire District Development Impact Fees Ordinance.

9.2.2 No termination of this Agreement or repeal of the Fire District Development Impact Fees Ordinance can be retroactive and the Agreement and Fire District Development Impact Fees Ordinance shall remain in effect regarding any active accounts in the Capital Projects Fund.

9.3 **Amendment.** This Agreement may be amended only by written agreement of the Parties.

SECTION 10
EFFECTIVE DATE

10.1 This Agreement is effective at such time as of the date of the signature below stated as signed by the Parties

SECTION 11
NOTICE AND DELIVERY OF DOCUMENTS

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

11.1.1 By mail:
City Hall:
Attn: City Clerk
PO Box 687
Wilder, Idaho 83676

11.1.2 By scanning, attaching and e-mailing to: kbagley@cityofwilder.org

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

11.2.1 By mail
Wilder Rural Fire Protection District
Attn: Fire District Administrator
601 Patriot Way
Wilder, Idaho 83676

11.2.2 By scanning, attaching, and e-mailing to: *wfdchief@wilderfire.org*

11.3 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 2*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

SECTION 12
GENERAL PROVISIONS

12.1 **No Third-Party Beneficiaries.** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Fire District Development Impact Fee Ordinance or this Agreement.

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

12.3 **Counterparts.** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."

12.4 **Choice of Law.** This Agreement shall be governed and interpreted by the laws of the state of Idaho.

12.5 **Assignment.** No Party may assign this Agreement or any interest therein.

12.6 **First Amended Intergovernmental Agreement Superseded:** This Agreement supersedes, amends and reforms the First Amended Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year

written below.

SIGNATURE LINES OMITTED FOR PURPOSES OF THIS EXHIBIT

APPENDIX 1

City Administrative Fee Addendum to this Agreement
City Administrative Fee Addendum No. ___

CITY OF WILDER
AND
WILDER RURAL FIRE PROTECTION DISTRICT

CITY OF WILDER 2026 AMENDED AND REFORMED INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT FOR THE COLLECTION AND THE ENFORCEMENT OF THE PAYMENT OF WILDER RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES

[Idaho Code §§ 67-8204A & 67-2328]

Parties to Agreement:

City of Wilder	**City**	**City Hall:** 107 4th Street Mailing address: PO Box 687 Wilder, Idaho 83676
Wilder Rural Fire Protection District	**Fire District**	Wilder Rural Fire Protection District Attn: Fire District Administrator **Mailing and Street Address:** 601 Patriot Way Wilder, Idaho 83676

This City Administrative Fee Addendum No. __ to the *City of Wilder 2026 Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Enforcement of the Payment of Wilder Rural Fire Protection District Development Impact Fees* (the "Intergovernmental Agreement") by and between the Parties is made effective as of the ____day of _____, 2026, and it is agreed by the Parties as follows:

1. The City's administrative fee, as provided in Subsection 4.4.1 of the Intergovernmental Agreement, is established at _____and No/100ths Dollars ($_0.00) per Fire District Development Impact Fee collected by the City and delivered to the Fire District.

2. The City shall deliver to the Fire District Administrator, together with the collected Fire District Development Impact Fees, the following:
   - The City Administrative Fee invoice; and
   - The following information, for each Fire District Development Impact Fee collected:

- the year, month, and date the Fire District Development Impact Fee was collected; and
- the name of the fee payer,
- the identification of the real property which is the subject of the collection of the Impact Fee including its address County assessor parcel number;
- if paid under protest.

3. The Fire District agrees to pay the total monthly administrative fee owed to the City within thirty (30) days after receipt of the City's invoice.

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

DATED AND SIGNED this _____ day of _____, 2026.

CITY OF WILDER

By:_____
Justin Devenberg, *Mayor*

ATTEST:

By: _____
Kathy Bagley, *City Clerk*
By: City Council Resolution No. _____

DATED AND SIGNED this _____ day of _____, 2026.

WILDER RURAL FIRE PROTECTION DISTRICT

By: _____
Mike Gooding, *Chairman*

ATTEST:

By:_____
Jeanne Malone, Secretary
District Resolution No. _____

APPENDIX 2

Notice of Contact Information Change

FROM: _____

TO:_____

DATE: _____

NOTICE IS HEREBY GIVEN, pursuant to Section 11.3 of the *City of Wilder 2026 Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Enforcement of the Payment of Wilder Rural Fire Protection District Development Impact Fees* **[I.C. §§ 67-8204A & §§ 67-2326 through 67-2328]**, dated_____ of the following *CHANGE IN CONTACT INFORMATION*:

***New* Contact Information is as follows**:

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

_____
Signature (Authorized Agent)
Title: _____

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the _____ day of _____20_____, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

City or 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: _____

BY THE CITY COUNCIL
CITY OF WILDER, CANYON COUNTY, IDAHO
WILDER CITY ORDINANCE NO. 663

A MUNICIPAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDER;

- Making Certain Findings; and
- Repealing Chapter 3 of Title 3, entitled Mobile Home Installations, of the Wilder City Code in its entirety.
- Amending Section 9-2-2 of the Wilder City Code by adding definitions, deleting definitions, and amending existing definitions related to Mobile Homes, Manufactured Homes, and Recreational Vehicles.
- Amending Section 9-4-2, entitled Zoning Districts, of the Wilder City Code to make technical and typographical corrections.
- Amending Section 9-6-2, entitled Official Schedule of District Regulations Adopted, to make updates to the use table related to Mobile Home Parks, Manufactured Home Parks, and Recreational Vehicle Parks, and further splitting this section into two sections by creating Section 9-6-3 of Wilder City Code, which section shall be entitled Chart of Height, Area, and Setback Regulations.
- Amending Subsection J, entitled Mobile Home Park, of Section 9-7-5, entitled Provisions for Unique Land Uses, of the Wilder City Code to eliminate Mobile Home Parks, Mobile Home Courts, and the installation of Mobile Homes in the City of Wilder as permitted land uses in the City (while allowing for any of these uses already in existence to continue), and additionally renaming Subsjection J to be entitled Mobile Homes, Mobile Home Parks, Mobile Home Courts, Manufactured Home Parks, and Recreational Vehicle Parks, and amending such section to provide provisions for the establishment of Manufactured Home Parks and Recreational Vehicle Parks.
- Enacting a New Chapter 18 of Title 9, Wilder City Code, to be entitled Temporary Use Permits, and providing for an Occupied RV Permit through such Chapter that establishes law for the temporary occupancy of recreational vehicles, and also provides for penalties for violations of such chapter to include both infraction or misdemeanor offenses, depending upon the particular conduct at issue.
- Directing the City Engineer and the City Clerk; and
- Providing an Effective Date.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WILDER, IDAHO, as follows:

Section 1: The City Council finds:

1.1 The City of Wilder, Idaho is a municipal corporation organized and operating under the laws of the state of Idaho and is authorized under the provisions of section 67-6511, Idaho

Code, to establish and amend a City zoning ordinance and within such ordinance to provide for one or more zones or zoning districts where appropriate which zoning districts and uses;

1.2 The City has previously exercised such authority and adopted a City Zoning Ordinance, which is codified as Title 9 of Wilder City Code.

1.3 The City has also previously adopted provisions entitled Mobile Home Installations in Chapter 3 of Title 3 Wilder City Code.

1.4 Recently, the City has received applications and inquiries related to the development of Mobile Home Parks, Manufactured Home Parks, and Recreational Vehicle Parks in the City.

1.5 The City has also received inquiries related to the ability to use and occupy recreational vehicles within the City, but outside of a designated Recreational Vehicle Park.

1.6 These various inquiries and applications have resulted in the City reviewing and attempting to utilize provisions of City Code related to these various uses, and following such review the City Council has determined it is in the interest of the City and its residents to update and modify provisions of City Code to more clearly provide for or otherwise govern these uses.

1.7 This ordinance includes amendments to the City's existing zoning ordinance, and therefore was reviewed and considered by the City Planning and Zoning Commission at a public hearing prior to adoption by the City Council.

1.8 The City Council, having reviewed the amendments to City Code set forth herein, has adopted this ordinance for the purpose of providing for the development and management of Manufactured Home Parks, Recreational Vehicle Parks, and allowing Temporary occupancy of recreational vehicles outside of such parks, while simultaneously discontinuing former similar but distinct uses such as Mobile Home Courts and Mobile Home Parks.

Section 2: Repealing Chapter 3 of Title 3, Wilder City Code.

2.1 That the entirety of Chapter 3, Title 3, of the Wilder City Code, entitled "Mobile Home Installations," be and is hereby repealed. This repeal includes the entirety of the following entitled sections:

~~3-3-1: DEFINITIONS~~
~~3-3-2: INSTALLATION REQUIREMENTS~~
~~3-3-3: PERMITS REQUIRED~~
~~3-3-4: APPLICATION FOR AND ISSUANCE OF PERMIT~~
~~3-3-5: REVOCATION OF PERMIT~~
~~3-3-6: ACCESSORY BUILDINGS~~

~~3-3-7: EXCLUDED INSTALLATIONS~~
~~3-3-8: TRAVEL TRAILERS USED AS LIVING QUARTERS PROHIBITED~~
~~3-3-9: PROHIBITED ACTS~~
~~3-3-10: VARIANCES~~
~~3-3-11: PENALTY~~
~~3-3-12: CONFLICTING PROVISIONS~~
~~3-3A: ARTICLE A MOBILE HOME PARKS~~
~~3-3B: ARTICLE B TRAVEL TRAILER AND MOTOR COACH PARKS~~
~~3-3C: ARTICLE C MANUFACTURED HOMES REGULATIONS~~

Section 3: Amending Section 9-2-2 of the Wilder City Code, entitled Meaning of Terms or Words, by adding definitions, deleting definitions, and amending existing definitions as follows (Note: Only definitions that are being amended, added to, or deleted from Section 9-2-2 are included below. Therefore, definitions that existed in Section 9-2-2 before this ordinance was adopted, but are not identified below, shall remain in City Code and unamended):

AUTOMOTIVE WRECKING: The dismantling or wrecking of two (2) or more <u>of any of the following items:</u> used motor vehicles, mobile homes, <u>manufactured homes, recreational vehicles,</u> trailers or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.

<u>MANUFACTURED HOME: A structure, constructed after June 15, 1976, in accordance with the HUD manufactured home construction and safety standards, and is transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body 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 the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, 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.</u>

<u>MANUFACTURED HOME PARK: A manufactured home park is a residential development designed for the long-term occupancy of manufactured home spaces by manufactured homes on non-permanent foundations. Manufactured home parks are not subdivisions because the manufactured home spaces in the park are not lots or parcels capable of individual sale. A parcel containing a manufactured home park is a single parcel and may be owned by a management company or individual who leases out manufactured home spaces to tenants. Alternatively, a manufactured home park may be structured as a resident owned community where the residents each own an interest in some corporation or similar legal entity that owns the park. A manufactured ~~or mobile~~ home located in a manufactured home park retains its designation as personal property separate from the land where it is located and retains a title.</u>

MANUFACTURED HOME SPACE: Refers to a particular and specific area of real property within a manufactured home park where an individual manufactured home is located. A manufactured home space shall be equipped with individual permanent water, sewer, and electrical connections, but it is not a lot or parcel, and therefore cannot be conveyed as a distinct parcel of land or recorded as a parcel at the county recorder's office.

MANUFACTURED HOME SUBDIVISION: A manufactured home subdivision is a residential development of more than (2) lots designed specifically for the permanent location of manufactured homes placed on a permanent foundation on individually owned parcels or lots of land where the manufactured home title becomes incorporated with the real property title where it is located.

MOBILE HOME: ~~A residential structure which has been constructed off site and does not meet the criteria defining manufactured housing.~~ A factory-assembled structure or structures generally constructed prior to June 15, 1976, and equipped with the necessary service connections and made so as to be readily movable as a unit or units on their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation.

~~MOBILE HOME COURT: Any site or tract of land whereupon two (2) or more mobile homes or travel trailers are placed, located and maintained for dwelling purposes on a temporary basis.~~

~~MOBILE HOME PARK: Any site or tract of land under single ownership, upon which two (2) or more mobile homes habitation are parked, either free of charge or for revenue purposes; including any roadway, building, structure, vehicle or enclosure used or intended for use as a part of the facilities of such park.~~

OCCUPIED RV PERMIT: A temporary permit issued under section 9-18-1 authorizing occupancy of a recreational vehicle on private property outside a properly permitted recreational vehicle park beginning on the sixth consecutive day of occupancy, subject to the ordinary or emergency and exceptional-circumstance provisions of that section.

RECREATIONAL VEHICLE: A vehicular type unit or trailer primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Types of recreational vehicles include:

A. "Camping trailer" means a vehicular portable unit mounted on wheels and constructed with collapsible partial side walls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping or travel use.

B. "Fifth-wheel trailer" means a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use, of such size or weight as not to require special highway movement permits, of gross trailer area not to exceed four hundred (400) square feet in the set-up mode, and designed to be towed by a

motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

C. "Motor home" means a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van which is an integral part of the completed vehicle.

D. "Travel trailer" means a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle, and of gross trailer area less than three hundred twenty (320) square feet.

E. "Truck camper" means a portable unit constructed to provide temporary living quarters for recreational, camping or travel use, consisting of a roof, floor and sides, designed to be loaded onto and unloaded from the bed of a pickup truck.

STRUCTURE: Anything constructed or erected, the use of which requires location on the ground or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes~~, walls, fences and billboards~~, and manufactured homes.

TEMPORARY USE: A land use intended to last or continue for a limited time. An important feature of a temporary use is that the use is not permanently affixed to the real property where it is located.

Section 4: Amending section 9-4-2 of Wilder City Code, entitled Zoning Districts, as follows:

R1 (Residential District): The purpose of the R1 district is to primarily permit the establishment of single-family residential dwellings on individual lots, together with other uses identified as permitted or conditionally permitted in the official schedule of district regulations~~ which does include manufactured housing, but does not include mobile homes nor dwellings of more than two (2) dwellings within one structure, commonly known as a duplex. Centralized water and sewer facilities are required in the R1 district in accordance with the comprehensive plan~~.

R2 (Residential District): The purpose of the R2 district is to permit the establishment of single and multi-family residential dwellings.~~, including manufactured housing and mobile homes. Centralized water and sewer facilities are encouraged in the R2 district in accordance with the comprehensive plan.~~

C (Commercial District): The purpose of the C district is to accommodate and encourage further expansion and renewal in the historical core business area of the community.

CI (Commercial and Industrial District): The purpose of the CI district is to encourage the development of manufacturing, retail and wholesale business establishments.

P (Public District): The purpose of the P district is to preserve and protect public land and public improvements.

Section 5: Amending Section 9-6-2 of Wilder City Code, entitled Official Schedule of District Regulations Adopted, to read as follows (Note: part of the amendments below include the creation of a new section 9-6-3 of Wilder City Code, entitled Chart of Height, Area, and Setback Regulations. The table in this new section exists in current code, butand is being divided into a new subsection for clarity and ease of reference):

9-6-2: OFFICIAL SCHEDULE OF DISTRICT REGULATIONS ADOPTED:

District regulations shall be as set forth in the official schedule of district regulations hereinafter set forth and in the performance standards set out in chapter 7 of this title.

A. ~~The official schedule of district regulations is divided into four (4) land use groups: residential, commercial, commercial/industrial and public.~~The official schedule of district regulations identifies whether uses are permitted or conditionally permitted within five (5) zoning districts: R1 (residential), R2 (residential), C (commercial), CI (commercial/industrial), and P (public).

B. To determine in which district a specific use is allowed:

   1. Find the use in one of the groups;

   2. ~~Read across the chart until either "P" or "S" appears, on one of the columns; and~~Read across the row to the applicable zoning district column; and

   3. ~~If "P" appears, the use is a permitted use; if "S" appears, the use is only allowed upon the issuance of a special use permit.~~If "P" appears in a zoning district column, the use is a permitted use; if "S" appears in a zoning district column, the use is allowed only upon issuance of a special use permit.

C. ~~The building official shall interpret the appropriate district for land uses not specifically mentioned by determining the district in which similar uses are permitted. When several combined land uses exist or are proposed, the most intensive land use shall be considered as the primary activity.~~When a specific land use is not identified in the chart below, City staff shall determine whether the proposed use is substantially similar to a listed use and apply the standards for the most similar listed use. A use that is not identified and is not substantially similar to a listed use may be allowed only upon issuance of a special use permit. When several combined land uses exist or are proposed, the most intensive land use shall be considered as the primary activity.

CHART 1 OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

Land Uses		Districts				
		R1	**P**	**R2**	**C**	**CI**
Agriculture:						
	Agricultural and forest uses, general		P	P	P	P
	Feedlot and stockyard					
	Roadside stand					S
	Vet clinic				S	S
Residential:						
	Dormitory			P	S	S
	Duplex dwelling (2 dwelling units)	P		P	P	P
	Home occupation - special use	S		P	P	P
	Manufactured homes	P		P	P	P
-	~~Mobile home (not in park)~~	-	-	~~P~~	-	-
	~~Mobile~~ Manufactured home park			S		
	Multi-dwelling, more than 3 dwelling units or apartments			P	S	S
	One dwelling unit	P		P	P	P
	Rooming-boarding house			P	P	P
	Solar Panel – Roof Mounted	P	P	P	P	P
	Solar Panel – Freestanding	S	S	S	S	S
	Tiny home	S	S	S		
	Wind Energy Conversion System – Small (1 tower only)	P	P	P	P	P
Commercial:						
	Amusement centers, indoor only				P	P

Land Uses		Districts				
		R1	P	R2	C	CI
	Auto sales, service, storage, rental				P	P
	Bakery or bakery goods store				P	P
	Bank - savings and loan				P	P
	Barber, beauty shop			S	P	P
	Bowling alley				P	P
	Building supply outlet				P	P
	Cabinet shop				P	P
	Car wash				P	P
	Cemetery					
	Church	S		S	P	P
	Cleaning, laundry agency				P	P
	College	S	P	S	P	P
	Dance, music, voice studio	S		S	P	P
	Daycare - daycare center				S	S
	Daycare - family daycare	S		S	S	S
	Daycare - group daycare	S		S	S	S
	Drive-in restaurant - food stand				P	P
	Drive-in theater				S	S
	Drugstore				P	P
	Equipment rental and sales yard				P	P
	Food store, delicatessen				P	P
	Frozen food locker				P	P
	Furniture refinishing				P	P
	Furniture shop				P	P
	Gift shop				P	P
	Hospital		P		P	P

Land Uses		Districts				
		R1	P	R2	C	CI
	Hotel				P	P
	Kennel				S	S
	Laboratory - medical, dental, optical				P	P
	Laundromat - self-service cleaner				P	P
	Laundry, commercial plant				P	P
	Mortuary				P	P
	Nursery for flowers and plants			S	P	P
	Nursing home for the aged		S	S	P	P
	Office and professional office		S	S	P	P
	Parking lot, garage or facility		S		P	P
	Photographic studio			S	P	P
	Printing and blueprinting			S	P	P
	Recreational Vehicle Park		S	S	S	
	Reducing salon - masseur				P	P
	Restaurant-bar				P	P
	Retail stores				P	P
	School, elementary - high school		P	S	P	P
	Service station				P	P
	Shop for building contractor				P	P
	Sign shop				P	P
	Solar Panel – Roof Mounted	P	P	P	P	P
	Solar Panel – Freestanding	S	S	S	S	S
	Tire shop, including recapping				P	P

Land Uses		Districts				
		R1	P	R2	C	CI
	Trailer, mobile home, farm implement sales yard				P	P
	Wind Energy Conversion System – Small (1 tower only)	P	P	P	P	P
	Wind Energy Conversion System – Medium (1 tower only)		P		P	P
	Wind Energy Conversion System – Medium (multiple towers)		S		S	S
	Wind Energy Conversion System – Large (1 or more towers)		S		S	S
Industrial:						
	Asphalt plant					S
	Auctions				P	P
	Beverage bottling plant				S	P
	Billboard manufacture					P
	Cement or clay products manufacturing					S
	Chemical storage and manufacturing					S
	Concrete batch plant					S
	Dairy products processing					S
	Fire station				P	P
	Food processing plant (winery) brewery					S
	Grain storage					P

Land Uses		Districts				
		R1	P	R2	C	CI
	Ice manufacture - cold storage plant					P
	Junkyard					S
	Library			S	P	P
	Lumberyard - retail				P	P
	Machine shop				S	P
	Meatpacking plant					S
	Monument works, stone					P
	Petroleum storage					S
	Public utility yard					S
	Railroad yard or shops					S
	Rendering plant					S
	Sanitary landfill					S
	Solar Panel – Roof Mounted	P	P	P	P	P
	Solar Panel – Freestanding	S	S	S	S	S
	Terminal yard, trucking					S
	Truck and tractor repair					S
	Warehousing - wholesaling				S	P
	Wind Energy Conversion System – Small (1 tower only)	P	P	P	P	P
	Wind Energy Conversion System – Medium (1 tower only)		P		P	P
	Wind Energy Conversion System – Medium (multiple towers)		S		S	S

Land Uses		Districts				
		R1	P	R2	C	CI
	Wind Energy Conversion System – Large (1 or more towers)		S		S	S
	Wood processing plant					S
	Wrecking yard					S

~~Land uses not identified in these lists are subject to special use permit requirements~~

9-6-3: CHART OF HEIGHT, AREA AND SET BACK REGULATIONS

The chart below dictates the maximum height a building may be by zoning district. It similarly identifies minimum lot sizes, and the minimum set back requirements, by zoning district.

CHART 2 OFFICIAL HEIGHT AND AREA REGULATIONS MINIMUM YARD REQUIREMENTS

District	Maximum Height	Front	Rear	Interior Side	Street Side	Minimum Lot Area Per DU
	(Feet)	(Feet)	(Feet)	(Feet)	(Feet)	(In square Feet)
R1	40	20	15	5	20	7,000
R2	40	20	15	5	20	5,000
C		0	0	0	0	None
CI		0	0	0	0	None
P		0	0	0	0	None

Section 6: Amending Subsection J (Mobile Home Park) of Section 9-7-5: PROVISIONS FOR UNIQUE LAND USES to read as follows:

J. Mobile Homes, Mobile Home Parks, Mobile Home Courts, and Manufactured Home Parks, and Recreational Vehicle Parks:

1. ~~Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;~~
2. ~~Will not be hazardous or detrimental to existing or future neighboring uses;~~

~~3. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage, refuse disposal and schools; or that the persons or agencies responsible for the establishment of the proposed park shall be able to provide adequately any such services;~~
~~4. Will be consistent with the intent and purpose of this title and the comprehensive plan;~~
~~5. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public streets or roads;~~
~~6. Will not result in the destruction, loss or damage of natural, scenic or historic features of major importance; and~~
~~7. Will meet the minimum health standards as set forth by the Idaho state department of health and welfare.~~

1. Discontinuing Mobile Homes, Mobile Home Parks, and Mobile Home Courts.

    a. As of the effective date of the City ordinance adopting this section, mobile homes are not a permitted use in any zone of the City. Mobile homes existing before the adoption date will be permitted to remain in their current location within the City until they are replaced, relocated, or no longer habitable. Mobile homes already located in the City may not be relocated to a different area of the City.

    b. As of the effective date of the City ordinance adopting this language, mobile home parks and mobile home courts are not permitted uses in any zone of the City. Mobile home parks and mobile home courts that existed before the adoption date will be permitted to continue. Provided, if a mobile home is replaced within a mobile home park or mobile home court, it may only be replaced with a manufactured home. Should an owner of a mobile home park or mobile home court seek permits to expand or otherwise modify an existing mobile home park or mobile home court they shall be required to satisfy the requirements and standards for a manufactured home park in order to obtain approval for expansion or modification.

2. Manufactured Home Park Requirements: Manufactured home parks can only be approved through the special use permitting process. When submitting an application for special use permit for such purpose, an applicant shall be required to submit a park site plan and park rules that satisfy the standards and requirements set forth herein:

    a. The site plan shall be a rendering of the manufactured home park that shows the location, number, and size of manufactured home spaces within the park, internal street designs, and the location of park features required by these standards.

    b. All manufactured home spaces shall be equipped with individual water, sewer, and electrical hook-ups.

    c. All manufactured home spaces in a park shall comply with the following height, area, and minimum yard requirements:

i. Maximum Structure Height: twenty (20) feet.
ii. Minimum front yard setback: twenty (20) feet. from edge of street or back of sidewalk, if existing (applies to all street facing sides of corner lot).
iii. Minimum rear yard setback: five (5) feet from the rear boundary line delineating between two (2) manufactured home spaces on the site plan (interior manufactured home spaces), or from the parcel boundary (manufactured home spaces abutting the exterior boundary of the manufactured home park parcel).
iv. Minimum side yard setback on interior manufactured home spaces: 5 feet from the side boundary line delineating between two (2) manufactured home spaces on the site plan (interior manufactured home spaces), or from the parcel boundary (manufactured home spaces abutting the exterior boundary of the manufactured home park parcel)
v. Each manufactured home space shall contain a minimum area of three thousand two hundred (3,200) square feet.

d. Manufactured homes are not required to be on a permanent foundation.

e. Skirting is required on all residential structures, and such standard shall be outlined in the Park Rules.

f. Manufactured home parks shall be designed as residential neighborhoods, per City of Wilder Construction Standards, and shall have one (1) or more areas of open space that provide residents a gathering space and allow parents to supervise children from their manufactured home space. If a park directly abuts green space such as a greenbelt or park, pedestrian connectivity to that green space shall be provided where feasible.

g. A community center shall be provided which provides ADA accessible restrooms, laundry facilities, and group meeting facilities, it may include a kitchen, workout area, and other features as desired.

h. Each manufactured home space shall provide sufficient area for two (2) off-street parking spaces, a 6' x 10' shed, and the manufactured home, with adequate room to move around all sides of the home and shed.

    i. Adequate room for a 6' x 10' shed shall mean sufficient space that the shed can be located at least three (3) or more feet away from the manufactured home.

    ii. Each off-street parking space shall be at least 9' x 20' and made of asphalt, gravel, or concrete.

i. Pedestrian pathways shall be constructed to directly access adjacent neighborhoods and public facilities and businesses.

j. Landscaping is required at entryways and exits and all open space shall be in accordance with City of Wilder Landscaping standards.

k. Irrigation systems shall be designed and constructed in accordance with City of Wilder irrigation standards.

l. Manufactured home parks shall include adequate stormwater drainage and retention facilities, and shall be approved by the City Engineer. Design must meet standards set in the most recent edition of the City's Construction Standards.

m. Park rules shall address, at a minimum, quiet hours, garbage, skirting, pets, and outdoor storage of items. The Planning and Zoning Commission shall have discretion and authority to determine the adequacy of park rules when deciding a special use permit application.

n. A manufactured home park with more than 30 spaces is required to have two (2) primary access points to public rights of way to accommodate traffic flow and emergency services. In the event two (2) primary access points are impracticable due to site conditions beyond an applicant's control, the applicant may pursue a variance to permit a site plan with a single primary access point plus an emergency access point.

o. A minimum of six (6) foot-tall privacy fencing shall be constructed to surround the entire exterior boundary of a manufactured home park, excluding roadways or pathways that are points of ingress/egress. As an alternative to the fencing, the City may permit the use of a berm or vegetation barrier in its discretion.

p. Streets within a manufactured home park shall be constructed to the public street standards set forth within the Wilder Street Standards, but such streets shall remain private property of the manufactured home park owner, who shall retain responsibility for street maintenance.

3. Recreational Vehicle Park Requirements: Recreational vehicle parks can only be approved through the special use permitting process. When submitting an application for special use permit for such purpose, an applicant shall be required to submit a park site plan and park rules that satisfy the standards and requirements set forth herein.

   a. The site plan shall be a rendering of the recreational vehicle park that shows the location, number, and size of spaces within a park, internal street designs, and shows the location of park features required by these standards.

   b. All recreational vehicle spaces shall include individual water, sewer, and electrical services that are compatible with connection to recreational vehicles.

c. All recreational vehicle spaces shall include an improved area of asphalt, concrete, gravel, road base, or some other weather resistant surface where the recreational vehicle occupying the space shall be parked.

d. The dimensions of each recreational vehicle space or slip within a park shall be of adequate width and depth to allow for a recreational vehicle and automobile (e.g. the tow vehicle) to be entirely parked within the space. In making such determinations, applicants are required to consider and provide sufficient space for the extension of slide-outs and awnings that are common on modern recreational vehicles so that such features do not come into contact with recreational vehicles parked in adjoining spaces, or extend into or over adjoining streets.

e. Skirting of recreational vehicles is permitted but not required, and rules for skirting should be outlined in the Park Rules.

f. Parks shall consider clusters of spaces directly abutting greenspaces such as greenbelts and parks to allow open space for guests, and the ability of parents to supervise children from their space.

g. The park shall include an office building for an on-site park manager.

h. A community center shall be provided which provides ADA accessible restrooms and laundry facilities. It may also include group meeting facilities, a kitchen, workout area, and other features as determined by the applicant. The community center and park manager office may be constructed as a single building.

i. Landscaping is required at entryways, exits, and all open space in accordance with City of Wilder Landscaping standards.

j. Irrigation systems shall be designed and constructed in accordance with City of Wilder irrigation standards.

k. Park rules shall be established which address at a minimum quiet hours, collection of garbage and refuse, skirting, pets, outdoor storage of items, and maximum length of park stay. The Planning and Zoning Commission shall have discretion and authority to determine the adequacy of park rules when deciding a special use permit application.

    i. The City will not approve park rules that permit a patron to utilize the park for more than forty-five (45) total days in a twelve (12) month period. The days need not be consecutive to count towards the total allowable days. The purpose of this rule is to prevent park patrons from establishing permanent residency in a recreational vehicle park, as the purpose of a recreational vehicle park is to provide accommodations for temporary visitors, and not permanent residency.

l. A park is required to have two (2) separate primary access points to public right of ways to accommodate traffic flow and emergency services. In the event two (2) primary access points are impracticable due to site conditions beyond an applicant's control, the applicant may pursue a variance to permit a site plan with a single primary access point plus an emergency access point.

m. Street Standards:

i. Geometric designs of street layout, including turns and intersections, are subject to City Engineer and Fire District approval.

ii. Internal two way streets shall have a minimum width of 20-feet (10-–feet travel lane in each direction). In areas with on street parking, parallel parking lanes shall be at least 7.5-feet wide, as measured from lip of curb or edge of driving surface to edge of travel lane.

Section 7: Enacting a New Chapter 18 of Title 9, Wilder City Code, to be entitled TEMPORARY USE PERMITS that reads as follows:

CHAPTER 18
TEMPORARY USE PERMITS

9-18-1: OCCUPIED RV PERMIT

A. Purpose: In order to provide for the health, safety, and welfare of residents and guests of the City, the City finds it necessary to regulate the use of recreational vehicles as residences, even on a temporary basis. Except as provided by the five-day grace period below, an occupied RV permit is required to reside in a recreational vehicle on private property, including temporary use by guests of private property owners. The occupied RV permit requirements, duration and calendar-year limits, separation requirements, and one-occupied-RV restriction of this section do not apply to occupancy within a properly permitted recreational vehicle park, which remains subject to section 9-7-5J3. This exception does not excuse violations of the sanitation requirements or limit enforcement of requirements that otherwise apply to the park.

1. Five-Day Grace Period and Permit Trigger: No occupied RV permit is required for occupancy of a recreational vehicle on private property, excluding a recreational vehicle park, for up to five (5) consecutive days. A valid occupied RV permit is required beginning on the sixth consecutive day of occupancy. If occupancy ends and later resumes, a new five-day permit-free period begins. Permit-free stays are not subject to an annual, rolling, aggregate, or cumulative limit. Permit-free days do not count against the number of available ordinary permits or ordinary permitted-day limits, and permit-free stays do not trigger or restart the required separation between permitted occupancy periods. For an emergency or exceptional-circumstance authorization, permit-free days in

the same continuous stay count toward the Clerk's thirty (30)-day total authorization as provided below.

B. Application: A person seeking to occupy a recreational vehicle on private property beyond the five-day grace period shall file an application for a temporary use occupied RV permit with the City Clerk using a form provided by the City. The permit must be obtained before the sixth consecutive day of occupancy. At a minimum, the application shall contain the following information:

1. Name, address, and phone number of the owner(s) of the private property where the recreational vehicle is to be parked;

2. Names, permanent address and phone number of the applicant and all persons (adults and minors) that wish to reside in the recreational vehicle (if different from above, include the number of people expected to reside in the recreational vehicle);

3. Address of the property where the recreational vehicle will be located;

4. Zoning district of the subject property;

5. Description of the recreational vehicle, including the make, model, year of manufacture, length, width, and license plate state of origin and number. If the recreational vehicle is equipped with slides or pop-outs on the sides, front, or rear, the length and height shall be determined by measuring the vehicle with the slides or pop-outs extended;

6. A site plan of the property showing buildings, parking, utilities and easements, landscaping, and the intended location of the recreational vehicle;

7. Signature of the property owner granting permission to the applicant to temporarily reside in a recreational vehicle on their property; and

8. A description of whether the recreational vehicle will be dry camping or will be temporarily connected to the properties water and electricity.

C. Approval Process:

1. Within five (5) business days, the City Clerk shall decide the application (assuming the application is complete) and either (1) issue a permit or (2) deny the application. If an application is incomplete, the City Clerk may (in lieu of denying the application) notify the applicant of the missing application requirements, and a withhold a decision until the applicant provides the required materials. Denied applications shall include a written decision identifying the grounds for denial of the application.

2. An applicant whose application is denied by the City Clerk shall have a right to appeal the denial to the Planning and Zoning Commission. Such appeals shall be submitted in writing to the City Clerk's Office within seven calendar (7) days of service of the City Clerk's decision on the applicant. Failure to timely file written appeal shall constitute waiver of the right to appeal.

    a. Appeal Procedure: Upon receipt of a timely written appeal, the City Clerk shall place the appeal on the next regularly scheduled Planning and Zoning Commission meeting agenda as a business item, and provide written notice to the applicant of the meeting date and time. At the meeting, the applicant will be afforded the opportunity to address the Commission and argue for reversal of the Clerk's decision. The Clerk shall also be afforded an opportunity to present to the Commission the basis for their decision to deny the application, after which the applicant will be afforded a final opportunity to present rebuttal argument to the Commission, should they so desire. The Commission shall then deliberate and vote to either affirm or reverse the Clerk's decision. If the denial is reversed, the Clerk shall issue a permit within forty-eight (48) hours (excluding holidays and weekends) of the Commission's oral vote. If the decision is affirmed, the Commission shall enter a written decision at its subsequent regular meeting that identifies the basis for affirmation of the Clerk's decision.

    b. The appeal procedure described above is not a public hearing. It is a right to appeal and address the Commission that is unique to the permit applicant. Therefore, public hearing notice and procedural requirements are inapplicable to such process, and members of the public who may be in attendance at Commission meeting where such an appeal occurs will not be afforded an opportunity to present argument in regards to such matter.

D. Supplementary Conditions and Safeguards.

1. An issued occupied RV permit shall be displayed conspicuously on an occupied RV, such that it may be viewed by City officials from the exterior of the recreational vehicle. Preferably, the permit will be displayed in a window near the primary entrance of the recreational vehicle.

2. An occupied RV permit maybe revoked by the City for the following reasons:

    a. Receiving more than three (3) substantiated complaints of law or permit violations from an affected person that have not been addressed by the applicant or property owner to the satisfaction of the City; or

    b. Discovery of illegal activities, or health and safety violations taking place at the property where the recreational vehicle is located, including llegal or unsanitary disposal of sewage.

3. Permits are non-transferable.

4. Connecting a recreational vehicle directly to the City sewer system is prohibited except in properly permitted recreational vehicle parks. An occupied RV permit does not authorize a prohibited sewer connection. An unauthorized direct connection is a violation of this chapter subject to its enforcement and penalty provisions.

5. Ordinary Permit Duration and Calendar-Year Limits: Except as provided for an emergency or exceptional circumstance below, the City Clerk may issue an occupied RV permit for no more than fourteen (14) consecutive days of permitted occupancy. No extension or renewal of an ordinary permit is allowed. No more than three (3) ordinary permits may authorize occupancy on the same property in a calendar year, and ordinary permits may not authorize more than forty-two (42) permitted occupancy days on that property in a calendar year. A permit authorizing occupancy in two calendar years counts toward the three-permit limit in each year; permitted days count in the calendar year in which they occur. At least fourteen (14) consecutive days must separate the last permitted occupancy day of one permitted period and the first permitted occupancy day of the next permitted period, including across calendar years. Permit-free stays do not count against the number of available permits or the permitted-day limits, do not trigger the separation requirement, and do not restart or otherwise affect a separation period already running.

    a. Emergency or Exceptional Circumstances: In an emergency or exceptional circumstance, the City Clerk may issue an occupied RV permit for a continuous stay not exceeding thirty (30) total days. This is in addition to permit-free days and days previously authorized by an ordinary permit during that same stay.

    b. The ordinary fourteen (14)-day duration, three-permit annual limit, forty-two (42)-day annual limit, and fourteen (14)-day separation requirement do not limit an emergency or exceptional-circumstance authorization. Emergency or exceptional-circumstance permits and the days authorized by them do not count against those ordinary annual limits; days previously authorized by an ordinary permit remain counted as ordinary permitted days.

    c. An extension beyond the initial thirty (30) total days for the same emergency or exceptional circumstance requires prior approval of the Planning and Zoning Commission or City Council.

    d. An applicant requesting occupancy beyond the Clerk's authorization must submit a written request to the City Clerk before the existing authorization expires. The Clerk shall place the request before the Planning and Zoning Commission or City Council for approval. The approving body shall specify the authorized period and any conditions, and the Clerk shall issue a permit consistent with that approval.

6. Outside a properly permitted recreational vehicle park, no more than one (1) recreational vehicle may be occupied on a property at any given time, whether occupancy requires a permit or is within a permit-free period. An unoccupied recreational vehicle stored on the

property does not count as an occupied recreational vehicle under this restriction. A property owner may have no more than one (1) active occupied RV permit for the property at a time. Successive permits remain subject to the applicable duration, annual, separation, and emergency or exceptional-circumstance provisions of this section.

7. An occupied RV permit cannot be issued to an applicant intending to occupy a recreational vehicle on public property, including the public right of way. Any recreational vehicle parked on the public right of way shall be subject to standard City or State parking regulations, and may be removed from the right of way pursuant to such standards.

E. Removal; abatement; towing by third party.

1. Purpose and construction:

   a. This section is intended to be administered in coordination with Title 6, Chapter 1 (Nuisance Abatement). If a provision of this section conflicts with Idaho Code Title 49, Chapter 18 (Towing and Storage), the state statute controls.

   b. This section establishes an enforceable, due-process-based enforcement pathway for violations of this chapter involving residential occupancy of a recreational vehicle. Occupancy within a five-day permit-free grace period does not violate the permit requirement. The grace period does not excuse an unauthorized sewer connection or any other violation of this chapter.

2. Notice to cure; methods: If a recreational vehicle is occupied in violation of this chapter, including occupancy continuing beyond five (5) consecutive days without a valid occupied RV permit, the City may serve notice to cure by posting the notice in a conspicuous location on the recreational vehicle and by mailing a copy to the last-known address of the registered owner of the recreational vehicle, if reasonably ascertainable.

3. Notice to cure; required contents: The notice to cure must include:

   a. The specific facts observed that constitute "occupancy" and the date(s)/time(s) observed; and

   b. The specific code section(s) violated; and

   c. The cure deadline and cure options set forth below; and

   d. How to request a hearing under Title 6, Chapter 1, including the deadline and where/how to submit the request.

4. Cure options and deadline: The notice to cure must state that, within three (3) days after service, the responsible person must do one of the following:

a. Obtain a valid occupied RV permit from the City Clerk, if eligible under this section, and correct any other cited violation of this chapter; or

b. Cease residential occupancy of the recreational vehicle and remove the recreational vehicle from the premises, which may include arranging removal by a towing company at the responsible person's expense.

5. Escalation to nuisance abatement; hearing; stay of City-caused towing: If the violation is not cured within the time stated in the notice to cure, the city may:

a. Issue citations as authorized by this code; and/or

b. Initiate abatement under Title 6, Chapter 1 (Nuisance Abatement), including notice and an opportunity for a hearing as provided therein.

6. No towing of an occupied RV; imminent threat exception: The city may not cause a recreational vehicle to be towed under this section while it is occupied, except when the Chief of Police (or designee) determines that immediate removal is necessary to address an imminent threat to public health or safety. The Chief of Police, or designee, may authorize immediate removal of an occupied recreational vehicle only when necessary to address an imminent threat to public health or safety, such as blocking emergency access or creating a hazardous obstruction, an active sewage discharge, or a fire or similar immediate hazard.

7. City-caused towing; third-party custody and storage. After the city has complied with applicable notice and hearing requirements under Title 6, Chapter 1 and a final abatement decision/order has been issued, the city may cause the recreational vehicle to be removed by a towing company. In that event:

a. The recreational vehicle must be towed to and stored at a facility operated by the towing company.

b. The towing company is an independent contractor for purposes of towing and storage operations.

c. The registered owner and lienholders must seek release/redemption directly from the towing company, subject to proof of ownership and payment of lawful towing and storage charges.

8. Costs; assessment. All actual and reasonable costs incurred by the city to abate the violation, including towing and storage charges paid or advanced by the city, are a debt owed to the city by the person(s) responsible for the violation and may be recovered as abatement costs and assessed as provided in Title 6, Chapter 1 and applicable Idaho law.

F. Penalties; Infraction or Misdemeanor: Violations of the provisions of this Chapter shall be chargeable as an infraction, and punishable as provided in Wilder City Code § 1-4-2. Additional infractions may be charged as a separate offense for each day a violation continues.

However, violations of this chapter related to the improper storage or disposal of human excrement (e.g. improper dumping of a recreational vehicle's black water tank) shall be a misdemeanor, and punishable as provided in Wilder City Code § 1-4-1.

Section 8: Adopting form for Occupied RV Permit Application

8.1 Based upon the new section of City Code adopted above as Wilder City Code 9-18-1, an application form is necessary to enable individuals to request an Occupied RV Permit, and for City staff to process such requests. Therefore, the City hereby adopts and approves the form entitled "Occupied Recreational Vehicle Permit Application" which is attached hereto as Exhibit A and incorporated herein by this reference. Such form is approved for use by City Staff to process and manage Occupied RV Permits and permit requests.

Section 9: Directing City Clerk

9.1 The City Clerk is directed to file this Ordinance in the official records of the City, publish notice of this ordinance (or summary) as required by Section 50-901, Idaho Code, and to provide an executed copy to the City Attorney. Further, the City Clerk is directed to provide the executed ordinance to the City's contract code codifier for inclusion in the City's online code.

Section 10: Effective Date

10.1 This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this ___ day of_____, 2026.

CITY OF WILDER

_____
Justin Devenberg, Mayor

ATTEST:

_____
Kathy Bagley, City Clerk

CITY OF WILDER

EXHIBIT A — OCCUPIED RECREATIONAL VEHICLE PERMIT APPLICATION

107 4th Street, Wilder, ID 83676 | (208) 482-6204
City Clerk: kbagley@cityofwilder.org | cityofwilder.org

OFFICE USE ONLY

Permit No.: _____
Date received: _____
Receipt No.: _____
Authorized permitted dates: _____

Before you begin: Outside a properly permitted RV park, a permit is required beginning on the sixth consecutive day of RV occupancy. No permit is required for up to five (5) consecutive days. If occupancy ends and later resumes, a new five-day permit-free period begins, without an annual, rolling, aggregate, or cumulative limit on permit-free stays. Complete the applicable fields, attach a site plan, and display an issued permit conspicuously on the RV.

Counting days: Ordinary permits authorize up to fourteen (14) consecutive permitted occupancy days beginning on day six. The five permit-free days do not count against ordinary permitted days or the three-permit and forty-two (42)-permitted-day limits per property per calendar year. At least fourteen (14) consecutive days must separate permitted occupancy periods, including across calendar years. Permit-free stays do not trigger, restart, or otherwise affect that separation. No ordinary permit extension or renewal is allowed.

A. APPLICANT, OWNER, AND SITE

Applicant legal name		**Phone / email**	
Applicant permanent mailing address			
Property owner name		**Owner phone / email**	
Owner mailing address			
RV site address		**Parcel No.**	
Zoning district		**Applicant is owner**	☐ Yes ☐ No

B. OCCUPANTS AND RECREATIONAL VEHICLE

List all people who will reside in the RV. Attach another sheet if needed.

Occupant name	Adult / minor	Permanent address	Phone

RV make / model		**Year**	
License plate / state		**Length / width / height***	
Slides or pop-outs	☐ No ☐ Yes — dimensions above include slides/pop-outs extended		

*Measure with slides/pop-outs extended, if applicable.

C. OCCUPANCY REQUEST AND CALENDAR-YEAR CERTIFICATION			
Request type	☐ Ordinary ☐ Emergency or exceptional (attach written explanation)	**Prior permit No., if any**	
First permitted day (day six for an ordinary stay)		**Last permitted day requested**	
Date occupancy actually began (day one)		**Permitted days requested**	
Emergency or exceptional total continuous stay days		**Approval beyond Clerk authorization, if needed**	☐ P&Z ☐ Council Date: _____

Prior permit disclosure: List ordinary and emergency or exceptional-circumstance permits and other occupancy approvals for this property during each calendar year covered by this request. Include the most recent earlier permitted period even if it occurred in a prior calendar year, so staff can verify separation. Do not report permit-free stays. A permit crossing calendar years counts toward the three-permit limit in each year; days count in the year they occur. Complete a separate calculation for each affected year; attach an additional sheet if needed.

Prior approval for this property?	☐ No ☐ Yes	**Calendar year(s)**	

Permit No.	Permit type	Authorized permitted dates	Permitted days by year

Prior ordinary permits in calendar year		**Ordinary permits if approved**	
Prior ordinary permitted days in calendar year		**Ordinary permitted days if approved**	

Emergency or exceptional circumstances: The City Clerk may authorize up to thirty (30) total days in the same continuous stay, including earlier permit-free and ordinary permitted days. This authorization is an exception to the ordinary fourteen-day, three-permit, forty-two-day, and separation limits. Emergency or exceptional permits and their authorized days do not use ordinary annual permits or days; previously authorized ordinary days remain counted. Occupancy beyond the Clerk's authorization requires prior Planning and Zoning Commission or City Council approval. Submit a written request to the Clerk before the existing authorization expires; the approving body specifies the period and conditions.

☐ I have disclosed all known prior permits and occupancy approvals for this property as requested above.
☐ If requesting an ordinary permit, this request will not exceed fourteen (14) consecutive permitted days, three (3) ordinary permits per property per calendar year, or forty-two (42) ordinary permitted days per property per calendar year. No ordinary extension or renewal is available.
☐ If requesting an ordinary permit, at least fourteen (14) consecutive days will separate permitted occupancy periods. Permit-free stays do not trigger or restart that separation.
☐ No more than one RV will be occupied on the property at a time. Unoccupied RVs stored on the property do not count under that restriction.
☐ I understand that permit-free stays have no annual or cumulative limit and do not use ordinary permits or permitted days. An emergency or exceptional authorization counts all days in the same continuous stay toward the Clerk's thirty (30)-day total, including earlier permit-free and ordinary permitted days.

D. SITE PLAN, UTILITIES, AND SIGNATURES

Required attachment	☐ Site plan showing buildings, parking, utilities/easements, landscaping, and intended RV location		
Dry camping	☐ Yes ☐ No	**Temporary water connection**	☐ Yes ☐ No
Temporary electrical connection	☐ Yes ☐ No	**Direct City sewer connection**	NOT PERMITTED

Sewer restriction: Direct connection to the City sewer system is NOT PERMITTED outside a properly permitted RV park. Sewage must be properly retained on-site and transferred to an appropriate dump station. This restriction applies during permit-free stays and under every occupancy permit; a permit does not authorize a prohibited connection.

Applicant certification: I certify that this application is true and complete and that I will comply with Wilder City Code section 9-18-1 and all permit conditions, including obtaining a permit before the sixth consecutive day of occupancy, displaying the permit, observing the ordinary or emergency and exceptional-circumstance limits, and keeping the RV off public property and rights-of-way.

Applicant signature	Date

Owner authorization: I authorize the identified applicant and occupants to temporarily occupy the RV at the stated site, subject to the permit and applicable requirements.

Property owner / authorized signer	Date

Progress Billing # 1
City of Wilder Land Applicaton

Contract #	274002
From Date:	10/1/2026
To Date:	10/31/2026

Tapani, Inc.
PO Box 1900
Battle Ground, WA 98604

CONTRACT

Item	Description	Qty	Unit Measure	Unit Price	Contract Amount	Previous QTY	Previous Amount	QTY This Billing	Amount This Billing	Quantity to Date	% Complete	Remaining Qty	Remaining to Bill	Total Billed To Date	Retainage
01	Mobilization 5%	1	LS	$ 340,000.00	$ 340,000.00		$ -	0.10	$ 34,000.00	0.10	10.00%	0.90	$ 306,000.00	$ 34,000.00	$ 1,700.00
02	**Reuse Pump Station**	**1**	**LS**	**$ 786,668.00**	**$ 786,668.00**		**$ -**	**0.00**	**$ -**	**0.00**	**0.00%**	**1.00**	**$ 786,668.00**	**$ -**	**$ -**
2.1	Wet Well Installation	1	EA	$ 105,000.00	$ 105,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -	$ -
2.2	Install Piping/Pumps in Wet Well	1	LS	$ 105,000.00	$ 105,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -	$ -
2.3	Pump Station Vault	1	EA	$ 40,000.00	$ 40,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 40,000.00	$ -	$ -
2.4	Install Piping/Vault Components	1	EA	$ 120,000.00	$ 120,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 120,000.00	$ -	$ -
2.5	16in PVC Pipe	40	LF	$ 1,600.00	$ 64,000.00		$ -	0.00	$ -	0.00	0.00%	40.00	$ 64,000.00	$ -	$ -
2.6	Bollards	6	EA	$ 1,000.00	$ 6,000.00		$ -	0.00	$ -	0.00	0.00%	6.00	$ 6,000.00	$ -	$ -
2.7	Startup/Testing for Pump Station/Equipment	1	LS	$ 5,000.00	$ 5,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 5,000.00	$ -	$ -
2.8	Structural Concrete	8	CY	$ 2,500.00	$ 20,000.00		$ -	0.00	$ -	0.00	0.00%	8.00	$ 20,000.00	$ -	$ -
03	Reuse Pipeline - 8" PVC C-900	5844	LF	$ 47.00	$ 274,668.00		$ -	0.00	$ -	0.00	0.00%	5,844.00	$ 274,668.00	$ -	$ -
04	Air Valve Station	2	EA	$ 23,500.00	$ 47,000.00		$ -	0.00	$ -	0.00	0.00%	2.00	$ 47,000.00	$ -	$ -
05	**Irrigation Pump Station**	**1**	**LS**	**$ 703,225.00**	**$ 703,225.00**		**$ -**	**0.00**	**$ -**	**0.00**	**0.00%**	**1.00**	**$ 703,225.00**	**$ -**	**$ -**
5.1	Wet Well Installation	1	EA	$ 105,000.00	$ 105,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -	$ -
5.2	Install Piping/Pumps in Wet Well	1	LS	$ 130,000.00	$ 130,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 130,000.00	$ -	$ -
5.3	Install Piping/Vault Components	1	LS	$ 170,000.00	$ 170,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 170,000.00	$ -	$ -
5.4	12in PVC Pipe	206	LF	$ 340.00	$ 70,040.00		$ -	0.00	$ -	0.00	0.00%	206.00	$ 70,040.00	$ -	$ -
5.5	Prep for Small Concrete Pads	340	SF	$ 3.00	$ 1,020.00		$ -	0.00	$ -	0.00	0.00%	340.00	$ 1,020.00	$ -	$ -
5.6	Seepage Well	1	EA	$ 7,000.00	$ 7,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 7,000.00	$ -	$ -
5.7	Startup/Testing for Pump Station/Equipment	1	LS	$ 4,940.00	$ 4,940.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 4,940.00	$ -	$ -
5.8	Bollards	4	EA	$ 1,000.00	$ 4,000.00		$ -	0.00	$ -	0.00	0.00%	4.00	$ 4,000.00	$ -	$ -
5.9	Structural Concrete	14	CY	$ 2,000.00	$ 28,000.00		$ -	0.00	$ -	0.00	0.00%	14.00	$ 28,000.00	$ -	$ -
06	Irrigation Pipeline - 12" PVC	2443	LF	$ 75.00	$ 183,225.00		$ -	0.00	$ -	0.00	0.00%	2,443.00	$ 183,225.00	$ -	$ -
07	**Pump Back Pump Station & Pond**	**1**	**LS**	**$ 395,516.00**	**$ 395,516.00**		**$ -**	**0.00**	**$ -**	**0.00**	**0.00%**	**1.00**	**$ 395,516.00**	**$ -**	**$ -**
7.1	Install Piping/Pumps in Wet Well	1	LS	$ 105,000.00	$ 105,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -	$ -
7.2	Install Piping/Vault Components	1	LS	$ 105,000.00	$ 105,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -	$ -
7.3	Structure Excavation	200	CY	$ 55.00	$ 11,000.00		$ -	0.00	$ -	0.00	0.00%	200.00	$ 11,000.00	$ -	$ -
7.4	Structure Backfill	100	CY	$ 50.00	$ 5,000.00		$ -	0.00	$ -	0.00	0.00%	100.00	$ 5,000.00	$ -	$ -
7.5	Pond Excavation	1100	CY	$ 10.00	$ 11,000.00		$ -	0.00	$ -	0.00	0.00%	1,100.00	$ 11,000.00	$ -	$ -
7.6	Bollards	3	EA	$ 1,000.00	$ 3,000.00		$ -	0.00	$ -	0.00	0.00%	3.00	$ 3,000.00	$ -	$ -
7.7	Startup/Testing for Pump Station/Equipment	1	LS	$ 5,000.00	$ 5,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 5,000.00	$ -	$ -
7.8	Structural Concrete	32	CY	$ 3,125.00	$ 100,000.00		$ -	0.00	$ -	0.00	0.00%	32.00	$ 100,000.00	$ -	$ -
08	Pump Back Pipeline - 6" PVC	692	LF	$ 73.00	$ 50,516.00		$ -	0.00	$ -	0.00	0.00%	692.00	$ 50,516.00	$ -	$ -
09	**Winter Storage Lagoons**	**1**	**LS**	**$ 2,140,000.00**	**$ 2,140,000.00**		**$ -**	**0.00**	**$ -**	**0.00**	**0.00%**	**1.00**	**$ 2,140,000.00**	**$ -**	**$ -**
9.1	Scarify/Recompact Subgrade	340000	SF	$ 0.10	$ 34,000.00		$ -	0.00	$ -	0.00	0.00%	340,000.00	$ 34,000.00	$ -	$ -
9.2	Embankment Native	148717	CY	$ 0.10	$ 14,871.70		$ -	0.00	$ -	0.00	0.00%	148,717.00	$ 14,871.70	$ -	$ -
9.3	Re-Embank Material	10200	CY	$ 10.00	$ 102,000.00		$ -	0.00	$ -	0.00	0.00%	10,200.00	$ 102,000.00	$ -	$ -
9.4	Embankment Import	63537	TON	$ 13.00	$ 825,981.00		$ -	0.00	$ -	0.00	0.00%	63,537.00	$ 825,981.00	$ -	$ -
9.5	Final Grade	655057	SF	$ 0.08	$ 52,404.56		$ -	0.00	$ -	0.00	0.00%	655,057.00	$ 52,404.56	$ -	$ -
9.6	Place Rock for Road	2817	TON	$ 23.00	$ 64,791.00		$ -	0.00	$ -	0.00	0.00%	2,817.00	$ 64,791.00	$ -	$ -
9.7	Place Protection Rock on Slope	4715	TON	$ 28.00	$ 132,020.00		$ -	0.00	$ -	0.00	0.00%	4,715.00	$ 132,020.00	$ -	$ -
9.8	Bollards	24	EA	$ 950.00	$ 22,800.00		$ -	0.00	$ -	0.00	0.00%	24.00	$ 22,800.00	$ -	$ -
9.9	Fill for Seepage Test	1	LS	$ 11,731.74	$ 11,731.74		$ -	0.00	$ -	0.00	0.00%	1.00	$ 11,731.74	$ -	$ -
9.10	Trench Ex for Liner	3600	LF	$ 4.00	$ 14,400.00		$ -	0.00	$ -	0.00	0.00%	3,600.00	$ 14,400.00	$ -	$ -
9.11	Unload Liner	1	LS	$ 5,000.00	$ 5,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 5,000.00	$ -	$ -
9.12	Structural Concrete	1	LS	$ 20,000.00	$ 20,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 20,000.00	$ -	$ -
10	Lagoon Geomembrane Liner System	1	LS	$ 840,000.00	$ 840,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 840,000.00	$ -	$ -
11	**Site Clearing & Grading**	**1**	**LS**	**$ 670,000.00**	**$ 670,000.00**		**$ -**	**0.00**	**$ -**	**0.00**	**0.00%**	**1.00**	**$ 670,000.00**	**$ -**	**$ -**
11.1	Double Handle Strippings	6125	CY	$ 3.15	$ 19,293.75		$ -	0.00	$ -	0.00	0.00%	6,125.00	$ 19,293.75	$ -	$ -
11.2	Strip/Stockpile	122444	CY	$ 2.30	$ 281,621.20		$ -	0.00	$ -	0.00	0.00%	122,444.00	$ 281,621.20	$ -	$ -
11.3	Site Excavation	148717	CY	$ 2.40	$ 356,920.80		$ -	0.00	$ -	0.00	0.00%	148,717.00	$ 356,920.80	$ -	$ -
11.4	Irrigation Waste Ditch Excavation	692	CY	$ 7.78	$ 5,382.70		$ -	0.00	$ -	0.00	0.00%	692.00	$ 5,382.70	$ -	$ -
11.5	Final Grade Irrigation Waste Ditch	29485	SF	$ 0.23	$ 6,781.55		$ -	0.00	$ -	0.00	0.00%	29,485.00	$ 6,781.55	$ -	$ -
12	**Supplemental Irrigation System**	**1**	**LS**	**$ 403,400.00**	**$ 403,400.00**		**$ -**	**0.00**	**$ -**	**0.00**	**0.00%**	**1.00**	**$ 403,400.00**	**$ -**	**$ -**
12.1	Concrete Irrigation Ditch Excavation	102	CY	$ 17.00	$ 1,734.00		$ -	0.00	$ -	0.00	0.00%	102.00	$ 1,734.00	$ -	$ -
12.2	Final Grade Concrete Irrigation Ditch	6707	SF	$ 0.30	$ 2,012.10		$ -	0.00	$ -	0.00	0.00%	6,707.00	$ 2,012.10	$ -	$ -
12.3	15in DIP Storm Pipe	185	LF	$ 136.51	$ 25,253.90		$ -	0.00	$ -	0.00	0.00%	185.00	$ 25,253.90	$ -	$ -
12.4	Structural Concrete	115	CY	$ 1,226.09	$ 141,000.00		$ -	0.00	$ -	0.00	0.00%	115.00	$ 141,000.00	$ -	$ -
13	Groundwater Monitoring Wells	3	EA	$ 16,000.00	$ 48,000.00		$ -	0.00	$ -	0.00	0.00%	3.00	$ 48,000.00	$ -	$ -
14	Fencing & Gates	1	LS	$ 180,000.00	$ 180,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 180,000.00	$ -	$ -
15	Type C Surface Restoration	600	LF	$ 9.00	$ 5,400.00		$ -	0.00	$ -	0.00	0.00%	600.00	$ 5,400.00	$ -	$ -
16	**Type S Cultivated Field Surface Restora**	**1**	**LS**	**$ 180,000.00**	**$ 180,000.00**		**$ -**	**0.00**	**$ -**	**0.00**	**0.00%**	**1.00**	**$ 180,000.00**	**$ -**	**$ -**
16.1	Replace Strippings	40000	CY	$ 2.30	$ 92,160.00		$ -	0.00	$ -	0.00	0.00%	40,000.00	$ 92,160.00	$ -	$ -
16.2	Final Grade Field	2196000	SF	$ 0.04	$ 87,840.00		$ -	0.00	$ -	0.00	0.00%	2,196,000.00	$ 87,840.00	$ -	$ -

17	**Natural Ground Surface Restoration**	**1**	**LS**	**$ 955,503.00**	**$ 955,503.00**		**$ -**	**0.00**	**$ -**	**0.00**	**0.00%**	**1.00**	**$ 955,503.00**	**$ -**	**$ -**
17.1	Final Grade	295193	SF	$ 0.07	$ 20,663.51		$ -	0.00	$ -	0.00	0.00%	295,193.00	$ 20,663.51	$ -	$ -
17.2	Landscaping	1	LS	$ 19,336.49	$ 19,336.49		$ -	0.00	$ -	0.00	0.00%	1.00	$ 19,336.49	$ -	$ -
18	Type P Surface Restoration	4067	LF	$ 55.00	$ 223,685.00		$ -	0.00	$ -	0.00	0.00%	4,067.00	$ 223,685.00	$ -	$ -
19	Gravel Road - 12' Wide	1250	LF	$ 14.00	$ 17,500.00		$ -	0.00	$ -	0.00	0.00%	1,250.00	$ 17,500.00	$ -	$ -
20	Gravel Road - 14' Wide	6956	LF	$ 15.50	$ 107,818.00		$ -	0.00	$ -	0.00	0.00%	6,956.00	$ 107,818.00	$ -	$ -
21	Reuse Pump Station Electrical	1	LS	$ 140,000.00	$ 140,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 140,000.00	$ -	$ -
22	Land Application Electrical	1	LS	$ 390,000.00	$ 390,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 390,000.00	$ -	$ -
23	Construction Traffic Control	1	LS	$ 36,500.00	$ 36,500.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 36,500.00	$ -	$ -
24	**Stormwater Management**	**1**	**LS**	**$ 290,000.00**	**$ 290,000.00**		**$ -**	**0.00**	**$ 71,100.00**	**0.00**	**0.00%**	**1.00**	**$ 218,900.00**	**$ 71,100.00**	**$ 3,555.00**
24.1	Silt Fence	4000	LF	$ 6.40	$ 25,600.00		$ -	4000.00	$ 25,600.00	4000.00	100.00%	0.00	$ -	$ 25,600.00	$ 1,280.00
24.2	Removal of Silt Fence	4000	LF	$ 2.10	$ 8,400.00		$ -	0.00	$ -	0.00	0.00%	4,000.00	$ 8,400.00	$ -	$ -
24.3	Type 1 SWPPP Design/Permit	1	LS	$ 91,000.00	$ 91,000.00		$ -	0.50	$ 45,500.00	0.50	50.00%	0.50	$ 45,500.00	$ 45,500.00	$ 2,275.00
24.4	Dewatering	1	LS	$ 30,000.00	$ 30,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 30,000.00	$ -	$ -
24.5	Dust Control	1	LS	$ 25,000.00	$ 25,000.00		$ -	0.00	$ -	0.00	0.00%	1.00	$ 25,000.00	$ -	$ -
25	Bore (Drew Lateral Crossing)	50	LF	$ 2,200.00	$ 110,000.00		$ -	0.00	$ -	0.00	0.00%	50.00	$ 110,000.00	$ -	$ -
	Total				**$ 6,864,312.01**		**$ -**		**$ 105,100.00**				**$ 6,759,212.01**	**$ 105,100.00**	**$ 5,255.00**

CHANGE ORDERS

Item	Description	Qty	Unit	Unit Price	C.O. Amount	Previous QTY	Previous Amount	QTY This Billing	Amount This Billing	Quantity to Date	% Complete	Remaining Qty	Remaining to Bill	Total Billed To Date	Retainage
CO-01					$ -		$ -		$ -	0.00	-	0.00	$ -	$ -	$ -
CO-02					$ -		$ -		$ -	0.00	-	0.00	$ -	$ -	$ -
CO-03					$ -		$ -		$ -	0.00	-	0.00	$ -	$ -	$ -
CO-04					$ -		$ -		$ -	0.00	-	0.00	$ -	$ -	$ -
Change Order Totals					**$ -**		**$ -**		**$ -**				**$ -**	**$ -**	**$ -**

SUMMARY

Description		Contract Total	Previous Billed	Due This Billing	Remaining to Bill	Total Billed To Date	
Contract Work		$ 6,864,312.01	$ -	$ 105,100.00	$ 6,759,212.01	$ 105,100.00	
Change Orders		$ -	$ -	$ -	$ -	$ -	
Total		$ 6,864,312.01	$ -	$ 105,100.00	$ 6,759,212.01	$ 105,100.00	
Retainage	5.0%		$ -	$ (5,255.00)		$ (5,255.00)	
Subtotal		$ 6,864,312.01	$ -	$ 99,845.00	$ 6,759,212.01	$ 99,845.00	
Tax		$ -	$ -	$ -	$ -	$ -	
Total		**$ 6,864,312.01**	**$ -**	**$ 99,845.00**	**$ 6,759,212.01**	**$ 99,845.00**	
Current Payment Due				**$ 99,845.00**			

Progress Billing # 2
City of Wilder Land Applicaton

Contract #	274002
From Date:	11/1/2026
To Date:	11/4/2026

Tapani, Inc.
PO Box 1900
Battle Ground, WA 98604

CONTRACT

Item	Description	Qty	Unit Measure	Unit Price	Contract Amount	Previous QTY	Previous Amount	QTY This Billing	Stored Mat QTY	Stored Material	Amount This Billing	Retainage	Quantity to Date	% Complete	Remaining Qty	Remaining to Bill	Total Billed To Date
01	Mobilization 5%	1	LS	$ 340,000.00	$ 340,000.00	0.10	$ 34,000.00	0.50	0.00	$ -	$ 170,000.00	$ 8,500.00	0.60	60.00%	0.40	$ 136,000.00	$ 204,000.00
02	**Reuse Pump Station**	**1**	**LS**	**$ 786,668.00**	**$ 786,668.00**		**$ -**			**$ 31,960.00**	**$ 31,960.00**	**$ 1,598.00**				**$ 754,708.00**	**$ 31,960.00**
2.1	Wet Well Installation	1	EA	$ 105,000.00	$ 105,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -
2.2	Install Piping/Pumps in Wet Well	1	LS	$ 105,000.00	$ 105,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -
2.3	Pump Station Vault	1	EA	$ 40,000.00	$ 40,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 40,000.00	$ -
2.4	Install Piping/Vault Components	1	EA	$ 120,000.00	$ 120,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 120,000.00	$ -
2.5	16in PVC Pipe	40	LF	$ 1,600.00	$ 64,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	40.00	$ 64,000.00	$ -
2.6	Bollards	6	EA	$ 1,000.00	$ 6,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	6.00	$ 6,000.00	$ -
2.7	Startup/Testing for Pump Station/Equipment	1	LS	$ 5,000.00	$ 5,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 5,000.00	$ -
2.8	Structural Concrete	8	CY	$ 2,500.00	$ 20,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	8.00	$ 20,000.00	$ -
03	Reuse Pipeline - 8" PVC C-900	5844	LF	$ 47.00	$ 274,668.00		$ -	0.00	680.00	$ 31,960.00	$ 31,960.00	$ 1,598.00	680.00	11.64%	5,164.00	$ 242,708.00	$ 31,960.00
04	Air Valve Station	2	EA	$ 23,500.00	$ 47,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	2.00	$ 47,000.00	$ -
05	**Irrigation Pump Station**	**1**	**LS**	**$ 703,225.00**	**$ 703,225.00**		**$ -**			**$ -**	**$ -**	**$ -**				**$ 703,225.00**	**$ -**
5.1	Wet Well Installation	1	EA	$ 105,000.00	$ 105,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -
5.2	Install Piping/Pumps in Wet Well	1	LS	$ 130,000.00	$ 130,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 130,000.00	$ -
5.3	Install Piping/Vault Components	1	LS	$ 170,000.00	$ 170,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 170,000.00	$ -
5.4	12in PVC Pipe	206	LF	$ 340.00	$ 70,040.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	206.00	$ 70,040.00	$ -
5.5	Prep for Small Concrete Pads	340	SF	$ 3.00	$ 1,020.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	340.00	$ 1,020.00	$ -
5.6	Seepage Well	1	EA	$ 7,000.00	$ 7,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 7,000.00	$ -
5.7	Startup/Testing for Pump Station/Equipment	1	LS	$ 4,940.00	$ 4,940.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 4,940.00	$ -
5.8	Bollards	4	EA	$ 1,000.00	$ 4,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	4.00	$ 4,000.00	$ -
5.9	Structural Concrete	14	CY	$ 2,000.00	$ 28,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	14.00	$ 28,000.00	$ -
06	Irrigation Pipeline - 12" PVC	2443	LF	$ 75.00	$ 183,225.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	2,443.00	$ 183,225.00	$ -
07	**Pump Back Pump Station & Pond**	**1**	**LS**	**$ 395,516.00**	**$ 395,516.00**		**$ -**			**$ -**	**$ -**	**$ -**				**$ 395,516.00**	**$ -**
7.1	Install Piping/Pumps in Wet Well	1	LS	$ 105,000.00	$ 105,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -
7.2	Install Piping/Vault Components	1	LS	$ 105,000.00	$ 105,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 105,000.00	$ -
7.3	Structure Excavation	200	CY	$ 55.00	$ 11,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	200.00	$ 11,000.00	$ -
7.4	Structure Backfill	100	CY	$ 50.00	$ 5,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	100.00	$ 5,000.00	$ -
7.5	Pond Excavation	1100	CY	$ 10.00	$ 11,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1,100.00	$ 11,000.00	$ -
7.6	Bollards	3	EA	$ 1,000.00	$ 3,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	3.00	$ 3,000.00	$ -
7.7	Startup/Testing for Pump Station/Equipment	1	LS	$ 5,000.00	$ 5,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 5,000.00	$ -
7.8	Structural Concrete	32	CY	$ 3,125.00	$ 100,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	32.00	$ 100,000.00	$ -
08	Pump Back Pipeline - 6" PVC	692	LF	$ 73.00	$ 50,516.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	692.00	$ 50,516.00	$ -
09	**Winter Storage Lagoons**	**1**	**LS**	**$ 2,140,000.00**	**$ 2,140,000.00**		**$ -**			**$ -**	**$ -**	**$ -**				**$ 2,140,000.00**	**$ -**
9.1	Scarify/Recompact Subgrade	340000	SF	$ 0.10	$ 34,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	340,000.00	$ 34,000.00	$ -
9.2	Embankment Native	148717	CY	$ 0.10	$ 14,871.70		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	148,717.00	$ 14,871.70	$ -
9.3	Re-Embank Material	10200	CY	$ 10.00	$ 102,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	10,200.00	$ 102,000.00	$ -
9.4	Embankment Import	63537	TON	$ 13.00	$ 825,981.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	63,537.00	$ 825,981.00	$ -
9.5	Final Grade	655057	SF	$ 0.08	$ 52,404.56		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	655,057.00	$ 52,404.56	$ -
9.6	Place Rock for Road	2817	TON	$ 23.00	$ 64,791.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	2,817.00	$ 64,791.00	$ -
9.7	Place Protection Rock on Slope	4715	TON	$ 28.00	$ 132,020.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	4,715.00	$ 132,020.00	$ -
9.8	Bollards	24	EA	$ 950.00	$ 22,800.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	24.00	$ 22,800.00	$ -
9.9	Fill for Seepage Test	1	LS	$ 11,731.74	$ 11,731.74		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 11,731.74	$ -
9.10	Trench Ex for Liner	3600	LF	$ 4.00	$ 14,400.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	3,600.00	$ 14,400.00	$ -
9.11	Unload Liner	1	LS	$ 5,000.00	$ 5,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 5,000.00	$ -
9.12	Structural Concrete	1	LS	$ 20,000.00	$ 20,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 20,000.00	$ -
10	Lagoon Geomembrane Liner System	1	LS	$ 840,000.00	$ 840,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 840,000.00	$ -
11	**Site Clearing & Grading**	**1**	**LS**	**$ 670,000.00**	**$ 670,000.00**		**$ -**			**$ -**	**$ -**	**$ -**				**$ 670,000.00**	**$ -**
11.1	Double Handle Strippings	6125	CY	$ 3.15	$ 19,293.75		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	6,125.00	$ 19,293.75	$ -
11.2	Strip/Stockpile	122444	CY	$ 2.30	$ 281,621.20		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	122,444.00	$ 281,621.20	$ -
11.3	Site Excavation	148717	CY	$ 2.40	$ 356,920.80		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	148,717.00	$ 356,920.80	$ -
11.4	Irrigation Waste Ditch Excavation	692	CY	$ 7.78	$ 5,382.70		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	692.00	$ 5,382.70	$ -
11.5	Final Grade Irrigation Waste Ditch	29485	SF	$ 0.23	$ 6,781.55		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	29,485.00	$ 6,781.55	$ -
12	**Supplemental Irrigation System**	**1**	**LS**	**$ 403,400.00**	**$ 403,400.00**		**$ -**			**$ -**	**$ -**	**$ -**				**$ 403,400.00**	**$ -**
12.1	Concrete Irrigation Ditch Excavation	102	CY	$ 17.00	$ 1,734.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	102.00	$ 1,734.00	$ -
12.2	Final Grade Concrete Irrigation Ditch	6707	SF	$ 0.30	$ 2,012.10		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	6,707.00	$ 2,012.10	$ -
12.3	15in DIP Storm Pipe	185	LF	$ 136.51	$ 25,253.90		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	185.00	$ 25,253.90	$ -
12.4	Structural Concrete	115	CY	$ 1,226.09	$ 141,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	115.00	$ 141,000.00	$ -
13	Groundwater Monitoring Wells	3	EA	$ 16,000.00	$ 48,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	3.00	$ 48,000.00	$ -
14	Fencing & Gates	1	LS	$ 180,000.00	$ 180,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 180,000.00	$ -
15	Type C Surface Restoration	600	LF	$ 9.00	$ 5,400.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	600.00	$ 5,400.00	$ -
16	**Type S Cultivated Field Surface Restora**	**1**	**LS**	**$ 180,000.00**	**$ 180,000.00**		**$ -**			**$ -**	**$ -**	**$ -**				**$ 180,000.00**	**$ -**
16.1	Replace Strippings	40000	CY	$ 2.30	$ 92,160.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	40,000.00	$ 92,160.00	$ -
16.2	Final Grade Field	2196000	SF	$ 0.04	$ 87,840.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	2,196,000.00	$ 87,840.00	$ -
17	**Natural Ground Surface Restoration**	**1**	**LS**	**$ 955,503.00**	**$ 955,503.00**		**$ -**			**$ -**	**$ -**	**$ -**				**$ 955,503.00**	**$ -**
17.1	Final Grade	295193	SF	$ 0.07	$ 20,663.51		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	295,193.00	$ 20,663.51	$ -
17.2	Landscaping	1	LS	$ 19,336.49	$ 19,336.49		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 19,336.49	$ -
18	Type P Surface Restoration	4067	LF	$ 55.00	$ 223,685.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	4,067.00	$ 223,685.00	$ -
19	Gravel Road - 12' Wide	1250	LF	$ 14.00	$ 17,500.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1,250.00	$ 17,500.00	$ -
20	Gravel Road - 14' Wide	6956	LF	$ 15.50	$ 107,818.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	6,956.00	$ 107,818.00	$ -
21	Reuse Pump Station Electrical	1	LS	$ 140,000.00	$ 140,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 140,000.00	$ -
22	Land Application Electrical	1	LS	$ 390,000.00	$ 390,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 390,000.00	$ -

23	Construction Traffic Control	1	LS	$ 36,500.00	$ 36,500.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 36,500.00	$ -
24	**Stormwater Management**	**1**	**LS**	**$ 290,000.00**	**$ 290,000.00**		**$ 71,100.00**			**$ -**	**$ 9,100.00**	**$ 455.00**				**$ 209,800.00**	**$ 80,200.00**
24.1	Silt Fence	4000	LF	$ 6.40	$ 25,600.00	4000.00	$ 25,600.00	0.00	0.00	$ -	$ -	$ -	4000.00	100.00%	0.00	$ -	$ 25,600.00
24.2	Removal of Silt Fence	4000	LF	$ 2.10	$ 8,400.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	4,000.00	$ 8,400.00	$ -
24.3	Type 1 SWPPP Design/Permit	1	LS	$ 91,000.00	$ 91,000.00	0.50	$ 45,500.00	0.10	0.00	$ -	$ 9,100.00	$ 455.00	0.60	60.00%	0.40	$ 36,400.00	$ 54,600.00
24.4	Dewatering	1	LS	$ 30,000.00	$ 30,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 30,000.00	$ -
24.5	Dust Control	1	LS	$ 25,000.00	$ 25,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 25,000.00	$ -
25	Bore (Drew Lateral Crossing)	50	LF	$ 2,200.00	$ 110,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	50.00	$ 110,000.00	$ -
	Original Total	**1**	**LS**		**$ 6,864,312.01**		**$ 105,100.00**			**$ 31,960.00**	**$ 211,060.00**	**$ 10,553.00**				**$ 6,548,152.01**	**$ 316,160.00**
26	Reuse Pipeline - 8" PVC C-900	-5844	LF	$ 47.00	$ (274,668.00)		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	(5,844.00)	$ (274,668.00)	$ -
27	Reuse Pipeline - 8" PVC DR32.5	5844	LF	$ 45.00	$ 262,980.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	5,844.00	$ 262,980.00	$ -
28	LGLS - Geocomposite Underlayment	-1	LS	$ 385,000.00	$ (385,000.00)		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	(1.00)	$ (385,000.00)	$ -
29	LGLS - Geotextile Underlayment	1	LS	$ 160,000.00	$ 160,000.00		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	1.00	$ 160,000.00	$ -
30	LGLS - Geocomposite Underlayment	-1	LS	$ 385,000.00	$ (385,000.00)		$ -	0.00	0.00	$ -	$ -	$ -	0.00	0.00%	(1.00)	$ (385,000.00)	$ -
Contract Totals		**1**	**LS**		**$ 6,242,624.01**		**$ 105,100.00**			**$ 31,960.00**	**$ 211,060.00**	**$ 10,553.00**				**$ 5,926,464.01**	**$ 316,160.00**

CHANGE ORDERS

Item	Description	Qty	Unit	Unit Price	C.O. Amount	Previous QTY	Previous Amount	QTY This Billing			Amount This Billing	Retainage	Quantity to Date	% Complete	Remaining Qty	Remaining to Bill	Total Billed To Date
CO-01					$ -		$ -				$ -	$ -	0.00	-	0.00	$ -	$ -
CO-02					$ -		$ -				$ -	$ -	0.00	-	0.00	$ -	$ -
CO-03					$ -		$ -				$ -	$ -	0.00	-	0.00	$ -	$ -
CO-04					$ -		$ -				$ -	$ -	0.00	-	0.00	$ -	$ -
Change Order Totals					**$ -**		**$ -**				**$ -**	**$ -**				**$ -**	**$ -**

SUMMARY

Description					Contract Total	Previous Billed	Due This Billing	Remaining to Bill	Total Billed To Date
Contract Work					$ 6,864,312.01	$ 105,100.00	$ 211,060.00	$ 6,548,152.01	$ 316,160.00
Change Orders					$ -	$ -	$ -	$ -	$ -
Total					$ 6,864,312.01	$ 105,100.00	$ 211,060.00	$ 6,548,152.01	$ 316,160.00
Retainage			5.0%			$ (5,255.00)	$ (10,553.00)	$ 343,215.60	$ (15,808.00)
Subtotal					$ 6,864,312.01	$ 99,845.00	$ 200,507.00	$ 6,891,367.61	$ 300,352.00
Tax					$ -	$ -	$ -	$ -	$ -
Total					**$ 6,864,312.01**	**$ 99,845.00**	**$ 200,507.00**	**$ 6,891,367.61**	**$ 300,352.00**
Current Payment Due							**$ 200,507.00**		

CITY OF WILDER
CANYON COUNTY, IDAHO

Employee Personal Firearm Policy Adoption

Resolution No. 756

WHEREAS, the City seeks to recognize lawful personal firearm carry by employees and provide clear workplace conduct and reporting standards consistent with Idaho law; and

WHEREAS, Idaho Code section 18-3302J limits local firearm regulation, and section 5-341 addresses civil claims arising from qualifying employer policies allowing or not prohibiting lawful employee carry or storage;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WILDER, IDAHO:

Section 1. **Policy adoption.** The Employee Personal Firearm Carry and Workplace Safety Policy attached as Exhibit A is adopted as a City personnel policy.

Section 2. **Distribution and acknowledgment.** The Mayor shall administer the policy. The Clerk shall retain it and distribute it to current employees and new employees during orientation. Exhibit B is approved to document receipt. Signing is optional and is not a condition of lawful carry. The Clerk may document delivery without a signature or disclosure of firearm ownership or carry status.

Section 3. **Limited effect.** This resolution does not establish an armed-security program, assign firearm duties, amend the City Code, appropriate funds for firearms or training, or alter statutory rights, obligations, or immunities. It does not amend any insurance contract.

Section 4. **Effective date.** This resolution takes effect upon its adoption.

ADOPTED by the City Council of the City of Wilder, Idaho, on this 10th day of November, 2026.

CITY OF WILDER

_____
Justin Devenberg, Mayor

Attest

_____
Kathy Bagley, City Clerk

Exhibit A

Employee Personal Firearm Carry and Workplace Safety Policy

to Employee Personal Firearm Policy Adoption

City of Wilder

Purpose and application

The City of Wilder recognizes lawful personal firearm carry by its employees and maintains workplace standards for safe conduct and prompt reporting of hazards and injuries. This policy applies to City employees at City workplaces and while performing City work.

Lawful personal carry

The City allows employees to carry a firearm lawfully on their person, openly or concealed, and to store firearms lawfully in their personal motor vehicles on City business premises. Employees must comply with applicable state and federal law, including restrictions that apply to a particular location or person.

The City does not require an employee to carry a firearm. Lawful personal carry under this policy does not require separate City permission, disclosure of carry status, a City permit, or a license beyond one required by applicable law. Signing an acknowledgment is not a condition of lawful carry.

Employee duties and lawful defense

Personal carry under this policy does not assign an employee to provide armed security, perform law-enforcement functions, pursue suspects, or use a firearm to protect City property or control animals. This policy does not establish or expand any official firearm assignment. Existing lawful assignments remain governed by their applicable authority and separate duty policies.

This policy preserves lawful self-defense, defense of others, and other force justified by applicable law. It does not enlarge the circumstances in which force may lawfully be used. An employee is not assigned a duty to intervene with a firearm because the employee carries one.

Workplace conduct

Employees must exercise reasonable care in performing their work and handling property and equipment. Unlawful violence or threats, intimidation, and horseplay or other conduct that endangers persons or property are prohibited. These standards apply regardless of whether a firearm is involved. Lawful possession or carry alone is not a threat, misconduct, or a basis for discipline.

Supervisors must address actual conduct and circumstances. They must not use general safety rules to impose a firearm possession, carry, or storage restriction that state law does not

authorize. Questions about a location-specific legal restriction must be referred to the Mayor for review with City counsel.

Reporting and response

An employee who becomes aware of a workplace injury, credible threat, or dangerous incident must report it to a supervisor as soon as safely practicable. A dangerous incident includes an unintended discharge or other event creating a risk of injury. For an immediate threat or need for emergency medical assistance, call 911 when safe to do so. A report may be made directly to the Mayor if the supervisor is unavailable or involved in the incident. A report involving the Mayor may be made to the City Clerk for referral to City counsel.

A supervisor receiving a report must promptly arrange any needed emergency response, notify the Mayor or the alternative recipient identified above, and document the reported facts and actions taken. Reports of injury or potential claims must also be promptly forwarded to the City Clerk for notice to the appropriate carrier and City counsel. Staff must preserve relevant City records and follow applicable claim-reporting procedures. Reporting must not be delayed while responsibility or coverage is being considered.

Administration and statutory rights

The Mayor administers this policy, and the City Clerk maintains the adopted policy and its distribution records. Employees may request clarification through their supervisor or the Mayor. Any response to misconduct must follow applicable law and the City's lawful personnel procedures.

This policy and its acknowledgment do not release claims, waive workers' compensation rights, require employee indemnification, or change rights or obligations under the Idaho Tort Claims Act. They do not determine whether particular conduct is within the course and scope of employment or whether insurance covers a claim. Applicable law and the governing coverage documents control those questions.

Exhibit B

Employee Receipt Acknowledgment

to Employee Personal Firearm Policy Adoption

City of Wilder

I acknowledge receiving the City of Wilder Employee Personal Firearm Carry and Workplace Safety Policy. I understand that I may direct questions about the policy to my supervisor or the Mayor.

The policy addresses lawful personal carry, workplace conduct, and reporting. It does not assign me armed-security or law-enforcement duties. It preserves lawful self-defense and other force justified by applicable law.

My signature confirms receipt only. It does not state that I own or carry a firearm, request permission to carry, release any claim, waive statutory rights, or require me to indemnify the City. The policy and this acknowledgment do not promise insurance coverage or determine the course and scope of employment. Signing is not a condition of lawful carry.

Employee receipt

Employee signature

Printed name

Date received

CITY OF WILDER
CANYON COUNTY, IDAHO
RESOLUTION NO. 757

A RESOLUTION OF THE CITY OF WILDER, IDAHO, APPROVING AN AGRICULTURAL LAND LEASE AND RECYCLED WATER LAND APPLICATION AGREEMENT WITH RYAN RUPP; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns property commonly known as 24886 Peckham Road, Wilder, Canyon County, Idaho, comprising approximately 81 acres and associated with parcel numbers R36799 and R36799010; and

WHEREAS, the City will retain the municipal recycled-water facility, reserved operational areas, access, and control described in the Agricultural Land Lease and Recycled Water Land Application Agreement attached as Exhibit A (the "Agreement"); and

WHEREAS, Idaho Code section 50-1407 authorizes the mayor and council, by resolution, to lease real or personal property not otherwise needed for city purposes on terms the City Council determines are just and equitable; and

WHEREAS, Ryan Rupp desires to farm the limited Leased Premises and perform authorized field-level land-application duties under the Agreement, subject to the City's continued operational control and applicable regulatory requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILDER, IDAHO:

Section 1. **Findings.** The limited agricultural possessory interest granted by the Agreement, subject to the City's continued use and control of the reuse facility and all reserved rights, is not otherwise needed for City purposes during the Term. The arrangement advances the City's wastewater-management purposes, and its terms are just and equitable.

Section 2. **Agreement Approved.** The Agreement attached as Exhibit A and incorporated by this reference is approved. The Initial Term is January 1, 2027, through December 31, 2031, unless earlier terminated under the Agreement. Annual base rent is $23,100.00, subject to the adjustments and remedies stated in the Agreement. Renewal is governed by the Agreement.

Section 3. **Execution Authorized.** The Mayor is authorized to execute the Agreement on behalf of the City, and the City Clerk is authorized to attest that execution. This authorization does not permit a material change to the Council-approved Agreement without further City Council approval.

Section 4. **Effective Date.** This Resolution takes effect upon its passage and approval. It does not itself authorize recycled-water application, which remains subject to the Agreement's Reuse Commencement Notice and other requirements.

PASSED AND APPROVED by the Mayor and City Council of the City of Wilder, Idaho, this 10th day of November 2026.

Justin Devenberg, Mayor

ATTEST:

Kathy Bagley, City Clerk

EXHIBIT A TO RESOLUTION NO. 757

AGRICULTURAL LAND LEASE AND RECYCLED WATER LAND APPLICATION AGREEMENT

This Agricultural Land Lease and Recycled Water Land Application Agreement ("**Agreement**") is entered into effective as of _____, 20__ ("**Effective Date**"), by and between the **CITY OF WILDER**, an Idaho municipal corporation, whose address is 217 3rd Street, Wilder, Idaho 83676 ("**City**"), and **RYAN RUPP**, an individual, whose address is _____ ("**Lessee**"). The City and Lessee are each a "**Party**" and together the "**Parties**."

RECITALS

A. The City owns real property commonly known as 24886 Peckham Road, Wilder, Canyon County, Idaho, comprising approximately 81 acres and associated with Canyon County parcel numbers R36799 and R36799010 (the "**Property**").

B. Portions of the Property are or will be included in a municipal recycled-water facility, including land used for application of treated municipal wastewater, a winter-storage pond, pump house, conveyance equipment, monitoring facilities, and related infrastructure.

C. The City has applied for, holds, or will hold a reuse permit issued by the Idaho Department of Environmental Quality ("**DEQ**") for the facility. The City must operate the facility under the permit, an approved Plan of Operation, and other applicable requirements.

D. Lessee desires to farm the portion of the Property identified in Exhibit A and, when authorized by the City, to operate the field-distribution equipment and apply recycled water and approved supplemental irrigation water under the City's operational control.

E. The City Council has determined that the limited agricultural possessory interest granted by this Agreement, subject to the City's continued use of and control over the reuse facility and all reserved rights stated in this Agreement, is not otherwise needed for City purposes during the Term; that the arrangement advances the City's wastewater-management purposes; and that the terms are just and equitable.

F. The City Council approved this Agreement by Resolution No. 756 on _____, 20__, under the City's contracting and property powers, including Idaho Code sections 50-301 and 50-1407.

For good and valuable consideration, the Parties agree as follows.

ARTICLE 1 — DEFINITIONS

1.1 Applicable Requirements. "Applicable Requirements" means: (a) applicable federal, state, and local statutes, rules, ordinances, permits, approvals, and lawful orders; (b) the Reuse Permit; (c) the DEQ-approved Plan of Operation; (d) the current Cropping Plan; and (e) lawful

Operational Directions issued under this Agreement. Economic and risk allocation among the Parties is governed by this Agreement as provided in Section 6.5.

1.2 City Facilities. "City Facilities" means all City-owned or City-controlled treatment, storage, monitoring, metering, pumping, utility, and conveyance facilities on or serving the Property, including the winter-storage pond, pump house, treatment and storage equipment, pipelines and appurtenances upstream of the Point of Delivery, monitoring wells and sampling equipment, and any additional facilities identified as City Facilities in Exhibits A or B. City Facilities do not include Lessee's farm equipment.

1.3 City Representative. "City Representative" means the City's Public Works Director or another person designated in writing by the City. "City Engineer" means the City's engineering consultant then assigned to the reuse facility.

1.4 Cropping Plan. "Cropping Plan" means the City's written, annual plan for the applicable growing season, developed with input from Lessee and the City Engineer and consistent with the Reuse Permit and approved Plan of Operation. The Cropping Plan identifies approved crops, management units, planting areas, fertilizer and nutrient products, maximum rates, and other applicable agronomic or operational limits.

1.5 Field Distribution System. "Field Distribution System" means irrigation and application equipment downstream of the Point of Delivery that is used to distribute Recycled Water or Supplemental Water on the Leased Premises, including any pivots, wheel lines, hand lines, gated pipe, ditches, valves, and related field equipment identified in Exhibit B.

1.6 Leased Premises. "Leased Premises" means only the farmable land legally described and depicted in Exhibit A. The Leased Premises exclude all areas and interests expressly reserved in Section 2.3, even if located within the exterior parcel boundaries.

1.7 Management Unit. "Management Unit" means each separately identified application or cropping area shown in the Reuse Permit, approved Plan of Operation, or Exhibit A.

1.8 Operational Direction. "Operational Direction" means a direction issued by the City Representative concerning timing, location, quantity, rate, cessation, or method of water application; crop or fertilizer limits; sampling holds; access restrictions; emergency response; or other field action reasonably related to permit compliance or safe operation. An Operational Direction may be oral when prompt action is needed but must be documented by the City as soon as reasonably practicable.

1.9 Plan of Operation. "Plan of Operation" means the plan of operation for the City's reuse facility that DEQ has approved, including applicable site-management, cropping, hydraulic- and constituent-loading, buffer, irrigation-scheduling, monitoring, operations-and-maintenance, records-and-reporting, nuisance, runoff, weed, solids, and emergency provisions, as lawfully amended with required DEQ approval.

1.10 Point of Delivery. "Point of Delivery" means the physical point identified in Exhibit A at which operational responsibility for distribution of Recycled Water passes from the City's

upstream conveyance system to the Field Distribution System. If more than one point exists, Exhibit A must identify each point and the management unit it serves.

1.11 Recycled Water. "Recycled Water" means municipal wastewater treated by the City and authorized for beneficial reuse under the Reuse Permit. The Parties acknowledge that Recycled Water originates as municipal wastewater and is not potable water.

1.12 Reuse Commencement Notice. "Reuse Commencement Notice" means the City's written notice authorizing Lessee to begin applying Recycled Water after the City determines that required permits, plans, equipment, insurance, training, and operating conditions are in place.

1.13 Reuse Permit. "Reuse Permit" means the effective reuse permit or other written authorization issued by DEQ to the City for the reuse facility, together with lawful modifications and administrative extensions.

1.14 Supplemental Water. "Supplemental Water" means irrigation water other than Recycled Water that the City authorizes for application on the Leased Premises.

1.15 Term. "Term" means the Initial Term and any Renewal Term under Article 3.

ARTICLE 2 — LEASED PREMISES; EXCLUSIONS; CONDITION

2.1 Limited Grant. Subject to this Agreement, the City leases the Leased Premises to Lessee solely for the permitted agricultural and land-application uses permitted by this Agreement. No interest is granted in any portion of the Property outside the legal description and mapped farming areas in Exhibit A.

2.2 Description of the Leased Premises. Exhibit A identifies the Leased Premises and contains: (a) a legal description of the Leased Premises; (b) the acreage of each Management Unit and the total tillable acreage; and (c) an annotated map showing the exclusions and operational features. If a parcel number, street address, approximate acreage, map, or legal description conflicts, the signed legal description and mapped Management Unit boundaries control, subject to the City's reserved rights.

2.3 Excluded Areas and Reserved Rights. The City reserves and does not lease: (a) the winter-storage pond and pump house; (b) treatment, storage, pumping, metering, monitoring, and conveyance facilities other than any Field Distribution System expressly assigned for Lessee's operation; (c) the existing well described in Section 9.4 and all claimed or actual water rights; (d) monitoring wells, sampling points, buffer areas, utility corridors, roads, and access routes shown in Exhibit A; and (e) all rights reasonably necessary to inspect, operate, monitor, maintain, repair, replace, modify, or expand the reuse facility. The City may enter and use the Property for those purposes at any time, subject to reasonable efforts to avoid unnecessary interference with farming.

2.4 Existing Condition. Except for the City's express obligations under this Agreement, Lessee accepts the observable agricultural condition of the Leased Premises as of the Effective Date, including soils, drainage, fences, ditches, and listed Field Distribution System components, AS IS, WHERE IS, WITH ALL FAULTS. Lessee acknowledges that farming outcomes depend on

weather, water availability, crop choice, soil conditions, and operations. This acceptance does not affect the City's authority to enter this Agreement, the City's responsibility as permittee, the City's responsibility for City Facilities, or the City's responsibility under Section 7.2 for the compliance status of Recycled Water delivered at the Point of Delivery.

2.5 No Water or Well Interest. This Agreement grants no ownership, easement, entitlement, or other property interest in Recycled Water, Supplemental Water, the existing well, or any water right. Lessee may use water only as expressly authorized under this Agreement and the Applicable Requirements.

2.6 Quiet Use. So long as Lessee is not in default, Lessee may use the Leased Premises for the permitted uses without unreasonable interference, subject to City access, Operational Directions, Applicable Requirements, and the reserved rights in this Agreement.

ARTICLE 3 — TERM; RENEWAL; CONDITIONS TO OPERATION

3.1 Initial Term. The initial term is five (5) years, beginning on January 1, 2027, and ending on December 31, 2031 ("Initial Term"), unless earlier terminated under this Agreement.

3.2 Renewal Terms. Following the Initial Term, the Agreement renews for successive one-year terms, each beginning January 1 and ending December 31 (each a "Renewal Term"), unless either Party gives written notice of nonrenewal at least ninety (90) days before the end of the then-current term. Any renewal remains subject to the City's lawful Council authority and the rent-adjustment procedure in Section 4.3.

3.3 No Reuse Before Authorization. Execution of this Agreement does not authorize application of Recycled Water. Lessee shall not receive, distribute, or apply Recycled Water until the City issues the Reuse Commencement Notice. The City may authorize ordinary farming with lawfully available Supplemental Water before that notice in writing.

3.4 Preconditions to Reuse Commencement. The City may require, before issuing the Reuse Commencement Notice: (a) an effective Reuse Permit and approved Plan of Operation; (b) completed Exhibits A and B; (c) an approved Cropping Plan; (d) required insurance; (e) working measurement and safety equipment; (f) operational orientation; and (g) any required operator credential, user agreement, or DEQ approval.

3.5 No Holdover. Continued possession after expiration or termination does not renew this Agreement except by Section 3.2 or a signed writing.

ARTICLE 4 — RENT AND ACREAGE

4.1 Annual Rent. Annual base rent is **Twenty-Three Thousand One Hundred Dollars ($23,100.00)**, equal to $_____ per tillable acre for the _____ tillable acres identified in Exhibit A. Subject to Sections 4.4 and 19.4, the annual base rent and per-acre rate remain fixed during the Initial Term.

4.2 Payment. Each calendar year during the Term is a "Lease Year." Rent for each Lease Year during the Initial Term and each Renewal Term is due in full, in advance, on or before January

15 of that Lease Year; however, rent for the first Lease Year is due on the later of January 15, 2027, or ten (10) days after the Effective Date. The City need not require a security deposit while annual rent is paid in advance.

4.3 Future Rent. The City may propose a different rent for the next Renewal Term by written notice delivered no later than September 1 of the final calendar year of the then-current term. Lessee may reject the proposed rent by giving nonrenewal notice within thirty (30) days after receipt. If the City gives no timely rent notice, the existing annual rent and per-acre rate continue for the next Renewal Term.

4.4 Acreage Adjustment. If the City permanently removes tillable acreage from the Leased Premises during a Lease Year for reasons not caused by Lessee, rent will be reduced prospectively and any prepaid amount refunded on a pro rata per-acre and time basis. Temporary restrictions, sampling holds, ordinary maintenance, and water fluctuations do not change rent except as expressly provided in Section 19.4.

4.5 Late Amounts. Any undisputed amount not paid within ten (10) days after written notice of delinquency is subject to a one-time late charge of five percent (5%) and interest thereafter at the lesser of twelve percent (12%) per year or the maximum lawful rate.

4.6 No Implied Net Lease. This is not a net lease. Each Party is responsible only for the amounts expressly assigned to it by this Agreement, and Exhibit B does not expand those obligations.

ARTICLE 5 — PERMITTED AND PROHIBITED USES

5.1 Permitted Use. Lessee shall use the Leased Premises only to plant, cultivate, irrigate, and harvest crops authorized by the current Cropping Plan and to perform the field-level land-application duties assigned by this Agreement.

5.2 Farming Standard. Lessee shall use good and seasonable agricultural practices; protect soil and drainage; control weeds and pests; maintain assigned fences, ditch banks, roadsides, and Field Distribution System components; prevent waste; and keep the Leased Premises orderly and safe.

5.3 Restrictions. Without the City's prior written approval and authorization under the Applicable Requirements, Lessee shall not: (a) plant or substitute a crop; (b) graze livestock or allow public access to an application area; (c) grow a crop prohibited for the applicable recycled-water class or end use; (d) apply fertilizer, nutrients, soil amendments, pesticides, Recycled Water, or Supplemental Water; (e) mix Recycled Water with another water source or bypass an approved backflow-prevention or measurement device; (f) discharge or allow Recycled Water to leave the permitted premises; (g) construct a dwelling, store unapproved materials, conduct a nonagricultural business, or permit a nuisance; (h) alter grades, drainage, buffers, monitoring points, pipelines, or City Facilities; or (i) use the Leased Premises for any unlawful purpose.

5.4 No Unauthorized System Operation. Lessee shall not operate treatment, storage, upstream pumping, monitoring, or other City Facilities unless the City gives express written authorization.

Lessee shall not perform a task for which law or the Reuse Permit requires a licensed or certified operator unless Lessee holds the required credential and the City has authorized the task.

5.5 Independent Relationship. Lessee is an independent tenant and contracting party, not a City employee, partner, joint venturer, or general agent. Lessee has no authority to bind the City or communicate with DEQ on the City's behalf unless separately designated in writing.

ARTICLE 6 — REGULATORY CONTROL AND INCORPORATED DOCUMENTS

6.1 City as Permittee. Unless DEQ approves otherwise in writing, the City is and remains the permittee and retains responsibility to DEQ for compliance, official regulatory reporting, and operation of the reuse facility. No delegation of field work to Lessee relieves the City of a duty imposed on the permittee.

6.2 Lessee's Contractual Responsibility. Lessee shall perform its assigned work in strict compliance with the Applicable Requirements and Operational Directions. Lessee is contractually responsible to the City for its acts and omissions even though the City remains responsible to DEQ as permittee.

6.3 No Permit Transfer. This Agreement does not transfer the Reuse Permit or ownership or operational control of the reuse facility. If DEQ determines that this arrangement requires a permit modification, transfer, user agreement, designation, or operator credential, the Parties shall cooperate, and the City may suspend Recycled Water application until the requirement is satisfied.

6.4 Delivery of Governing Documents. Before Reuse Commencement, the City shall give Lessee access to the current Reuse Permit, approved Plan of Operation, Cropping Plan, applicable maps, emergency contacts, and required reporting forms. The City shall provide material operational changes promptly. Lessee shall acknowledge receipt and ensure that its employees and approved contractors receive necessary instructions.

6.5 Priority and Limits of Operational Documents. Applicable law, the Reuse Permit, and the DEQ-approved Plan of Operation control operational and environmental compliance. The current Cropping Plan and lawful Operational Directions control field implementation to the extent consistent with those authorities. This Agreement controls rent, ownership, cost allocation, indemnity, insurance, default, remedies, and other economic or legal rights. No Cropping Plan or Operational Direction may materially reallocate a cost or legal risk assigned by this Agreement without a written amendment signed by both Parties. If compliance documents conflict or performance is uncertain, Lessee shall stop the affected activity and promptly request direction from the City.

6.6 Acknowledgment of Recycled Water. Lessee acknowledges the municipal-wastewater origin of Recycled Water, understands that it is nonpotable, understands the concept of applying water and nutrients at agronomic and permit-compliant rates, and shall participate in any user education or acknowledgment required by the Reuse Permit or DEQ.

6.7 City Directions. The City Representative may issue reasonable Operational Directions. Lessee shall comply promptly, including with an immediate stop-work, shutoff, sampling hold, access restriction, or emergency direction.

ARTICLE 7 — RECYCLED WATER DELIVERY AND FIELD APPLICATION

7.1 City's Upstream Responsibilities. The City is responsible for treatment, storage, and conveyance of Recycled Water through City Facilities to the Point of Delivery; operation and maintenance of upstream City Facilities; and the power and other costs of those upstream functions, except to the extent damage is caused by Lessee.

7.2 Delivered-Water Compliance. The City is responsible for determining whether Recycled Water is authorized for delivery and application and for the quality of Recycled Water at the Point of Delivery. The City shall not knowingly direct Lessee to apply water that fails an applicable permit condition unless DEQ or another lawful authority has authorized the action.

7.3 No Quantity or Continuity Warranty. The City does not guarantee a minimum quantity, pressure, schedule, duration, or uninterrupted availability of Recycled Water and does not warrant that available water will satisfy the requirements of a particular crop. Lessee assumes crop-production risk arising from ordinary fluctuations or interruptions, subject to Sections 19.3 and 19.4.

7.4 City's Scheduling Authority. The City determines when, where, and in what amount Recycled Water may be delivered, based on storage, treatment, weather, soil, crop demand, loading limits, equipment, and permit needs. The City will coordinate with Lessee when practicable but retains final operational authority.

7.5 Lessee's Downstream Responsibilities. After delivery at the Point of Delivery, Lessee shall operate the Field Distribution System, distribute water only to approved Management Units, and comply with approved rates and schedules. Lessee shall continuously observe application sufficiently to prevent unauthorized runoff, ponding, overspray, erosion, drift, buffer encroachment, or discharge beyond the permitted premises.

7.6 Mandatory Shutoff. Lessee shall immediately stop or isolate application when: (a) directed by the City; (b) runoff, material ponding, overspray beyond a permitted boundary, equipment failure, or a threatened discharge occurs; (c) a meter or required control is not functioning; or (d) Lessee has reason to believe continued application could violate an Applicable Requirement. Lessee shall then make the notification required by Section 10.4.

7.7 Measurement. The City, in consultation with the City Engineer, shall specify the approved measurement method for Recycled Water and Supplemental Water. The City shall maintain and calibrate City-owned primary flow meters and controls. Lessee shall accurately read and record assigned meters, maintain any Lessee-owned measurement equipment, protect all devices from damage, and never bypass or alter a device without written authorization.

7.8 Restriction to Premises and Buffers. All applied Recycled Water must remain within the permitted premises and approved Management Unit. Lessee shall observe all setbacks, buffer

distances, public-access restrictions, crop restrictions, signage, and fencing requirements in the Reuse Permit and Plan of Operation.

ARTICLE 8 — CROPPING PLAN; FERTILIZER AND AGRONOMIC CONTROLS

8.1 Lessee Proposal. By **[INSERT ANNUAL DEADLINE]**, or any earlier reasonable deadline required for the City's annual report, Lessee shall give the City proposed crop types, fields, planting and harvest periods, expected yields, irrigation demand, and proposed fertilizer and nutrient applications for the next growing season.

8.2 City Approval and Final Decision. The City, with input from Lessee and the City Engineer, will establish the final Cropping Plan. The City's decision controls, subject to DEQ approval where required. Lessee shall not plant, change, or add a crop or apply fertilizer or nutrients until authorized in the current Cropping Plan or by a written amendment.

8.3 Alfalfa and Mint. The Parties understand that alfalfa and mint have been contemplated in the facility design. Neither crop is authorized for a particular season or Management Unit unless included in the current Cropping Plan. Because mint or another high-demand crop may materially affect water scheduling and storage, Lessee shall obtain specific advance approval for its timing, acreage, and location.

8.4 Fertilizer and Nutrient Applications. At least two (2) business days before an approved fertilizer or nutrient application, Lessee shall confirm with the City Representative the product, analysis, rate, acreage, Management Unit, and anticipated application time. Lessee shall not exceed the Cropping Plan or apply a product during a hold. Application by a custom applicator does not reduce Lessee's responsibility.

8.5 In-Season Changes. The City may revise the Cropping Plan when reasonably necessary for permit compliance, loading limits, weather, storage capacity, sampling, or changed conditions. The City will consult Lessee when practicable and provide the revision in writing. Any material loss of use resulting from a City-directed revision not caused by Lessee is governed by Article 19, not by an implied amendment of the economic terms.

8.6 Crop and Nutrient Limits from All Sources. Lessee shall account for irrigation water, Recycled Water, commercial fertilizer, manure, soil amendments, and other nutrient sources to the extent required by the Reuse Permit, Plan of Operation, or City Engineer. Lessee shall provide labels, analyses, invoices, and application records on request.

8.7 Crop End Use and Processing.

8.7.1 Lessee shall use and dispose of crops irrigated with Recycled Water only for end uses authorized by Applicable Requirements. For any such crop intended for human consumption, the proposed Cropping Plan shall identify its intended end use and, if processing is required by Applicable Requirements, the proposed processor and processing method.

8.7.2 If authorization depends on commercial pathogen-destroying processing before human consumption, Lessee shall arrange for and document that processing and shall not sell or distribute the crop for consumption before that processing, permit such consumption on the

Leased Premises, or divert it to an unapproved end use. Transfer of an unprocessed crop for the required processing is permitted only if consistent with Applicable Requirements and the approved Cropping Plan. Changes to an approved end use, processor, or required processing method require City's prior written approval and any required DEQ approval coordinated through City under Sections 5.5 and 17.4.

8.7.3 Article 10 records shall identify the destination and document required processing, including evidence of completion before human consumption. Approval of mint as a crop does not establish that a proposed processing method satisfies Applicable Requirements.

ARTICLE 9 — SUPPLEMENTAL WATER AND EXISTING WELL

9.1 Approval Required. Lessee may apply Supplemental Water only from a source, through a configuration, and on a schedule approved in writing by the City. Lessee shall not connect, mix, or commingle Supplemental Water with Recycled Water except through a configuration approved under the Reuse Permit, Plan of Operation, and applicable backflow requirements.

9.2 Fixed Assessments. The City shall pay fixed annual assessments attributable to water rights or water shares that the City owns and elects to maintain for the Property. This does not represent that any particular right, share, quantity, or use is available to Lessee.

9.3 Variable Costs. Lessee shall pay: (a) electrical and routine operating costs of the Field Distribution System downstream of the Point of Delivery; and (b) purchase, delivery, or usage charges for Supplemental Water that Lessee requests primarily for crop-production needs. If the City directs Supplemental Water primarily for reuse-facility or permit compliance, the City shall pay the third-party source charge unless the Parties agree otherwise in writing; Lessee remains responsible for ordinary downstream field-application costs.

9.4 Existing Well. An existing well reported to be on or serving the Property must be identified on Exhibit A. The City makes no representation as to ownership, water-right status, authorized place and nature of use, or permissible purposes of that well. Accordingly: (a) the well, pump, appurtenances, and any associated rights are excluded from the Leased Premises; (b) the City does not represent that it owns or controls the well or may lawfully use it for irrigation, dewatering, groundwater management, dust control, municipal supply, or any other purpose; (c) Lessee receives no right to operate, access, or rely on the well; (d) Lessee shall not obstruct access to or interfere with lawful operation, investigation, maintenance, or monitoring of the well; and (e) any later authorization to use the well under this Agreement, including operating responsibility, measurement method, and cost allocation, must be stated in a signed amendment or written supplemental-water protocol consistent with Section 6.5.

9.5 No Supplemental-Water Guarantee. The City does not guarantee Supplemental Water availability, legality, quality, quantity, pressure, or cost.

ARTICLE 10 — RECORDS, REPORTS, AND INCIDENT NOTICE

10.1 Contemporaneous Field Records. Lessee shall create accurate, contemporaneous records sufficient to establish, for each Management Unit and as applicable: (a) date and start/stop time

of each water application; (b) meter readings, calculation method, and quantity of Recycled Water applied; (c) source, meter readings, calculation method, and quantity of Supplemental Water applied; (d) irrigation method, acreage, and observed field conditions; (e) precipitation or material weather observed at the site and the source of any official weather data used; (f) crop, planting date, acreage, harvest date, wet and dry yield information if available, disposition, and other harvest data required by the City; (g) fertilizer, nutrient, pesticide, manure, and soil-amendment product, analysis, quantity, rate, acreage, location, date, time, and applicator; (h) equipment malfunction, bypass, calibration issue, repair, shutoff, runoff, ponding, overspray, spill, complaint, or departure from an Operational Direction; and (i) any additional field information reasonably required by the Reuse Permit, Plan of Operation, Cropping Plan, or City Engineer.

10.2 Monthly Submission. No later than the fifth (5th) business day of each month, Lessee shall submit the prior month's records in the format required by the City. A month with no activity requires a zero-activity report unless the City waives it in writing. Harvest records must also be submitted within ten (10) days after each harvest.

10.3 Certification and Corrections. Each monthly submission must be certified by Lessee as complete and accurate to the best of Lessee's knowledge after reasonable inquiry. Lessee shall promptly correct an error or omission.

10.4 Immediate Incident Notice. Lessee shall notify the City Representative **immediately and in no event later than two (2) hours after discovery** of any event that may cause or contribute to permit noncompliance, threaten health or the environment, affect a sample, or require a shutoff. Lessee shall use the emergency contacts supplied by the City and provide written details within twenty-four (24) hours, including the event, location, date and time, cause if known, duration, quantity if known, immediate response, continuing condition, and corrective action. Lessee shall not report directly to DEQ on the City's behalf unless authorized beforehand in writing.

10.5 Records Custody and Retention. Records submitted to the City become City records. Lessee shall retain copies for at least five (5) years after creation and longer if the City gives written notice that the Reuse Permit, a claim, an audit, or a legal hold requires it. The City may inspect and copy Lessee's supporting records on reasonable request.

10.6 Public Records. Lessee understands that records delivered to the City may be subject to disclosure under the Idaho Public Records Act.

10.7 Forms. Exhibit C states minimum data fields. The City may replace or supplement the administrative form on reasonable notice to satisfy the Reuse Permit or Plan of Operation without a signed amendment.

ARTICLE 11 — MONITORING, SAMPLING, AND ACCESS

11.1 Official Monitoring and Sampling. The City shall perform or arrange all monitoring and sampling that the Reuse Permit, Plan of Operation, or DEQ requires of the permittee, including collection, preservation, chain of custody, laboratory submission, interpretation, and official

reporting. Lessee shall not collect an official compliance sample, change a sampling location, or represent a result as an official City result unless the City gives written authorization and all required qualifications and protocols are satisfied.

11.2 Sampling Coordination and Holds. The City will give Lessee the known sampling schedule as soon as practicable. Lessee shall coordinate irrigation, fertilizer or chemical application, cultivation, and harvest to avoid interfering with representative sampling. On notice of a sampling hold, Lessee shall stop the identified activity for the stated area and period and shall not disturb a monitoring or sampling location.

11.3 Access. The City, City Engineer, DEQ, and their authorized employees, agents, contractors, and laboratories may enter the Property at all reasonable times and at any time reasonably necessary for an emergency, inspection, monitoring, sampling, meter reading, survey, investigation, operation, maintenance, repair, construction, or permit purpose. The City will give reasonable advance notice when practicable and will use reasonable efforts to avoid unnecessary crop damage, but access does not depend on Lessee's consent.

11.4 Protection of Monitoring Features. Lessee shall protect monitoring wells, piezometers, lysimeters, sampling points, gauges, meters, markers, signs, fences, and access routes. Lessee shall immediately report damage, suspected tampering, loss of access, or a condition that could compromise data and shall not attempt repair or relocate a monitoring feature without written direction.

11.5 Cooperation. Lessee shall provide safe access, identify recent field activities, make requested field records available, and reasonably assist the City in locating application events and equipment. Unless separately agreed in writing, Lessee is not required to perform laboratory work or prepare the City's regulatory interpretation.

ARTICLE 12 — EQUIPMENT, MAINTENANCE, REPAIRS, AND IMPROVEMENTS

12.1 Asset Boundary and Schedule. The Point of Delivery and the default allocation in this Article control unless a completed, signed equipment schedule in Exhibit B identifies a particular asset and expressly assigns a different responsibility. Before Reuse Commencement, the Parties shall inventory material pumps, meters, valves, pipelines, pivots, wheel lines, panels, electrical services, wells, ditches, and other operating assets; state ownership if known; note existing condition; and photograph material preexisting damage.

12.2 City Facilities. Except for damage caused by Lessee, the City shall operate, maintain, repair, and replace City Facilities and shall bear associated capital and routine costs. The City is responsible for winterization of upstream City Facilities. The City determines the timing, method, and scope of work on City Facilities.

12.3 Lessee Equipment and Field Distribution System. Except for a capital component expressly assigned to the City in Exhibit B, Lessee shall operate, inspect, clean, lubricate, adjust, winterize, maintain, and make ordinary repairs to the Field Distribution System and Lessee's farming equipment. Lessee shall provide ordinary farm consumables, hand tools, siphon tubes, ditch-control items, and replacement wear parts customarily associated with its field operations.

12.4 Capital Components Downstream. If the City owns a material fixed component of the Field Distribution System, such as a fixed mainline, permanent electrical panel, or City-owned pivot, the City shall perform capital replacement required by age, ordinary wear, or latent failure. Lessee shall perform assigned routine operation and maintenance and shall promptly notify the City when capital work appears necessary. Responsibility is determined by the allocation in this Article and Exhibit B, not by the cost of a particular repair.

12.5 Damage Caused by a Party. Regardless of the ordinary allocation, each Party shall pay the reasonable cost to investigate and repair damage caused by its negligence, willful misconduct, unauthorized act, breach of this Agreement, or failure to perform assigned maintenance. Ordinary wear and a latent defect are not, without more, Lessee-caused damage.

12.6 Failure Notice and Protective Action. Lessee shall inspect assigned equipment often enough to detect visible failures and shall immediately report a failure affecting safety, containment, measurement, or compliance. Lessee may take reasonable temporary action to stop water and prevent harm but shall not alter a City Facility except in an emergency and only to the minimum extent reasonably necessary.

12.7 Improvements. Lessee shall not install, remove, relocate, materially alter, or connect an improvement, utility, pipeline, meter, pump, electrical component, drainage feature, or irrigation component without the City's prior written approval. The request must include plans, specifications, ownership, permitting, cost, contractor, restoration, and removal terms. Approval of a project does not shift cost or ownership unless the written approval expressly says so.

12.8 Contractors and Liens. Lessee shall use properly qualified contractors, obtain permits applicable to Lessee's work, pay its contractors and suppliers, and keep the Property free of liens arising from its work. If a lien is recorded through Lessee, Lessee shall cause it to be released or bonded within fifteen (15) days after written demand. Lessee has no authority to subject the City's fee interest or City Facilities to a lien.

ARTICLE 13 — UTILITIES, ASSESSMENTS, TAXES, AND OPERATING COSTS

13.1 Electrical and Utility Costs. The City shall pay utilities used for treatment, winter storage, monitoring, and conveyance through City Facilities to the Point of Delivery. Lessee shall pay utilities used to operate the Field Distribution System and Lessee's farming activities downstream of the Point of Delivery. A shared meter must be addressed by a submeter or written allocation before Reuse Commencement.

13.2 Water Assessments and Charges. Water assessments and variable Supplemental Water charges are allocated under Section 9.2 and Section 9.3. Each Party shall timely pay the amounts assigned to it so that its delinquency does not impair an authorized water source.

13.3 Taxes. Lessee shall pay taxes and assessments lawfully imposed on Lessee's crops, personal property, equipment, business, or taxable leasehold interest. Lessee is not responsible for taxes attributable to City Facilities, the City's municipal use, or another user.

13.4 No Ownership by Payment. Payment of a utility, assessment, repair, or tax does not transfer ownership of an asset, water right, or improvement.

ARTICLE 14 — ENVIRONMENTAL, AGRICULTURAL-CHEMICAL, AND SAFETY DUTIES

14.1 Compliance and Prevention. Each Party shall perform its work in compliance with Applicable Requirements and use reasonable care to prevent injury, spills, contamination, nuisance conditions, and damage to the Property or equipment. Lessee shall follow product labels and laws governing fertilizer, pesticide, herbicide, fuel, and other agricultural materials.

14.2 Lessee Materials. Lessee shall not bring a hazardous or regulated substance onto the Property except ordinary agricultural and equipment-maintenance materials used in lawful quantities for the permitted use. Lessee shall store, secure, mix, load, apply, and dispose of those materials lawfully; maintain safety data and application records when required; and remove its unused materials at the end of the Term.

14.3 Releases. The Party discovering a spill, release, suspected contamination, or threatened discharge shall take reasonable immediate measures within its competence to protect persons and property and stop further release, call emergency services when appropriate, and notify the other Party. Lessee's notice must satisfy Section 10.4. The Party responsible for the release shall perform and pay for legally required response and remediation, subject to Article 16.

14.4 Preexisting and City-Caused Conditions. Lessee does not assume responsibility for a condition existing before Lessee's possession, for the inherent municipal-wastewater character of Recycled Water delivered in compliance with the Reuse Permit, or for a release caused by the City or a third party outside Lessee's control. This does not excuse Lessee from reporting a condition or preventing additional harm within its reasonable control.

14.5 Safety and Utility Protection. Lessee shall train its personnel for assigned tasks, use appropriate protective equipment, comply with site signs and access controls, maintain safe clearances from ponds and operating equipment, and obtain required utility locates before ground disturbance. No person may enter a confined space or operate energized or pressurized City equipment unless authorized, qualified, and following the City's safety procedure.

ARTICLE 15 — INSURANCE

15.1 Required Coverage. Before taking possession and throughout the Term, Lessee shall maintain, with insurers authorized to do business in Idaho and reasonably acceptable to the City: (a) commercial general liability insurance, including contractual liability and products/completed operations, with limits of not less than $1,000,000 each occurrence and $2,000,000 general aggregate; (b) automobile liability insurance covering owned, hired, and non-owned vehicles used in connection with the Agreement, with a combined single limit of not less than $1,000,000 per accident; (c) workers' compensation insurance as required by Idaho law and employer's liability insurance with limits of not less than $500,000; and (d) any applicator, pollution, or environmental coverage that the City's risk manager reasonably determines is commercially appropriate for Lessee's actual chemical handling or assigned operations, provided the

requirement is stated before execution or imposed thereafter on at least one hundred twenty (120) days' prior written notice.

15.2 Status and Endorsements. The City and its elected and appointed officials, employees, and agents shall be additional insureds on Lessee's commercial general liability and automobile liability policies for liability arising from Lessee's work or use of the Property. Those policies shall be primary and noncontributory to City coverage to the extent commercially available, and Lessee shall obtain waivers of subrogation in favor of the City where commercially available and lawful.

15.3 Evidence; Lapse. Lessee shall provide certificates and requested endorsements before possession, at each policy renewal, and at least annually during the Term. Policies shall require notice of cancellation or material reduction to the extent the insurer offers such notice; regardless of insurer notice, Lessee shall notify the City immediately upon learning of a lapse, cancellation, or material reduction. A lapse permits immediate suspension of Lessee's operations until coverage is restored.

15.4 Lessee Property and Crops. The City does not insure Lessee's crops, equipment, income, or other personal property. Lessee bears the risk of loss to those interests except for a remedy expressly stated in this Agreement.

15.5 No Limitation. Insurance requirements do not limit Lessee's obligations or liability under this Agreement.

ARTICLE 16 — INDEMNIFICATION AND ALLOCATION OF LIABILITY

16.1 Lessee Indemnity. To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless the City and its elected and appointed officials, employees, and agents from third-party claims, damages, penalties, response costs, losses, and reasonable attorney fees to the extent caused by: (a) Lessee's or its employee's, contractor's, invitee's, or agent's negligent or willful act or omission; (b) Lessee's breach of this Agreement or unauthorized water, crop, fertilizer, pesticide, chemical, equipment, or land use; (c) Lessee's release or mishandling of a material brought to the Property by or for Lessee; (d) damage caused by Lessee to City Facilities, monitoring equipment, crops or property of another, or the environment; or (e) materially false or knowingly incomplete records supplied by Lessee. This indemnity includes a regulatory fine or compliance cost only to the extent lawfully recoverable from Lessee and caused by conduct described above.

16.2 Exclusions. Lessee has no duty to indemnify the City to the extent a claim or cost is caused by the City's negligence or willful misconduct, a preexisting condition not worsened by Lessee, a defect in a City Facility that Lessee did not cause and could not reasonably have prevented, or the City's delivery of Recycled Water that the City knew was not authorized under Section 7.2.

16.3 Permittee Responsibility Preserved. Nothing in this Article transfers the Reuse Permit or relieves the City of a nondelegable regulatory obligation.

16.4 Defense Procedure. The City shall give Lessee reasonably prompt notice of an indemnified claim, subject to no loss of rights except to the extent delay materially prejudices the defense. Lessee may control the defense with counsel reasonably acceptable to the City, but may not settle a claim in a manner that admits City wrongdoing, imposes nonmonetary obligations on the City, or fails to give the City a complete release without the City's written consent. The City may participate with its own counsel at its own cost unless a conflict reasonably requires separate counsel as part of the indemnified loss.

16.5 Governmental Protections. Nothing in this Agreement waives a defense, immunity, limitation, or procedural protection available to the City or its officials, employees, or agents under the Idaho Tort Claims Act or other law.

16.6 Crop and Business Loss. Except for Section 19.5, an indemnified third-party claim, or damage caused by a Party's willful misconduct, neither Party is liable to the other for speculative, special, incidental, or consequential damages or lost profits. This provision does not excuse rent, repair costs, remediation costs, or other direct payment obligations.

ARTICLE 17 — ASSIGNMENT, CONTRACTORS, AND PERSONNEL

17.1 No Transfer. Lessee shall not assign this Agreement, sublease or license any part of the Leased Premises, transfer operational control, or permit another producer to farm the Leased Premises without the City's prior written consent, which the City may grant or withhold in its discretion. A prohibited transfer is void as against the City.

17.2 Ordinary Contractors. Lessee may use ordinary custom farming, harvesting, trucking, or licensed application contractors without a separate assignment consent if Lessee first ensures they are qualified and insured as appropriate, gives them applicable site instructions, and remains fully responsible for their conduct. No contractor may operate a City Facility or perform a permittee task without specific City authorization.

17.3 Personnel and Training. Lessee shall identify its primary field operator and emergency contacts, keep the list current, and ensure that persons who irrigate or handle chemicals understand the applicable Cropping Plan, shutoff points, boundaries, buffers, sampling holds, records, and incident procedures.

17.4 No Regulatory Representation. Lessee and its personnel shall not represent that they are the permittee, make a binding commitment for the City, or submit information to DEQ in the City's name unless the City has separately designated the person in writing and any regulatory requirement is satisfied.

ARTICLE 18 — DEFAULT AND REMEDIES

18.1 Lessee Defaults. Each of the following is a Lessee default: (a) failure to pay an amount due and failure to cure within ten (10) days after written notice; (b) failure to maintain required insurance and, after an immediate operational suspension, failure to restore it within five (5) business days after written notice; (c) an unauthorized assignment, sublease, crop, fertilizer or chemical application, water source, discharge, system alteration, or operation of City Facilities;

(d) knowingly falsifying, destroying, concealing, or materially omitting a required record; (e) failure to obey a shutoff, sampling hold, access requirement, or other Operational Direction involving safety or regulatory compliance; (f) abandonment of farming operations without arranging required site protection; or (g) any other material breach that continues for thirty (30) days after written notice, except that if the breach cannot reasonably be cured within thirty days, it is not a default if Lessee begins cure promptly, diligently pursues it, protects compliance in the interim, and completes cure within a reasonable time approved by the City. No cure period applies to the continued performance of an act that presents an immediate threat to health, safety, property, or permit compliance, but Lessee retains a reasonable opportunity to cure resulting conditions when cure is possible.

18.2 City's Immediate Protective Measures. Whether or not a default has matured, the City may stop delivery, direct shutdown, enter the Leased Premises, isolate equipment, preserve evidence, contact emergency services or regulators, and take other reasonable protective action when the City reasonably believes prompt action is needed to protect health, safety, property, equipment, monitoring integrity, or permit compliance. The City shall notify Lessee as soon as reasonably practicable.

18.3 Remedies. After an uncured default, the City may terminate this Agreement by written notice, recover possession through lawful process, recover unpaid rent and direct damages, recover reasonable costs to correct Lessee-caused conditions, seek injunctive or specific relief, and exercise other remedies available by law. The City shall use reasonable efforts to mitigate recoverable damages. No provision gives the City automatic title to crops or authorizes a breach of the peace.

18.4 Repeated Breaches. Three or more substantially similar material breaches in any twelve-month period constitute a material default after written notice, even if Lessee cured each individual breach, when the pattern reasonably demonstrates that continued operations create an unacceptable compliance or safety risk.

18.5 City Breach. Lessee shall give the City written notice describing an alleged material breach and at least thirty (30) days to cure. If the breach cannot reasonably be cured within that period, the City is not in default if it begins cure promptly and diligently proceeds. This Section does not delay a remedy for an emergency, and it does not require the City to deliver water contrary to Applicable Requirements.

18.6 Cumulative Remedies; Waiver. Remedies are cumulative except where this Agreement expressly makes a remedy exclusive. A waiver must be written and applies only to the stated instance. Acceptance of rent or delayed enforcement does not waive another or continuing breach.

ARTICLE 19 — OPERATIONAL SUSPENSION AND EARLY TERMINATION

19.1 Immediate Suspension. The City may immediately suspend all or part of Recycled Water delivery, water application, chemical application, harvesting, access, or farming activity when reasonably necessary because of: (a) an emergency; (b) a permit, Plan, DEQ, health, safety, sampling, storage-capacity, water-quality, loading, runoff, equipment, or monitoring concern; (c)

insurance lapse; or (d) Lessee's breach. The City shall identify the scope and reason as soon as reasonably practicable and lift or narrow the suspension when the condition permits.

19.2 Regulatory or Public-Necessity Termination. The City may terminate this Agreement on thirty (30) days' written notice if: (a) the Reuse Permit is denied, expires without authority to continue, is revoked, or materially changes so that the arrangement is no longer lawful or practicable; (b) DEQ or another authority orders or effectively requires termination; (c) the City Council determines by resolution that all or a material part of the Leased Premises is required for a City facility or public necessity incompatible with continued farming; or (d) a condition beyond the City's reasonable control makes continued agricultural use unsafe or materially inconsistent with operation of the reuse facility. Termination may be immediate to the extent a lawful order or emergency does not allow thirty days.

19.3 Rent Consequences. If a suspension or termination is caused by Lessee's default, no rent abates or is refunded. If the City terminates under Section 19.2 for a reason not caused by Lessee, prepaid base rent shall be refunded on a pro rata time-and-affected-acreage basis effective when Lessee loses the authorized use. A refund is Lessee's rent remedy and does not prevent the limited crop remedy in Section 19.5.

19.4 Prolonged No-Fault Suspension. If a City-directed suspension not caused by Lessee makes more than twenty-five percent (25%) of the tillable acreage unavailable for all authorized farming activity for more than thirty (30) consecutive days during the growing season, base rent for the affected acreage abates from day thirty-one until use resumes. Ordinary water-volume or pressure fluctuations, an activity-specific sampling hold, and the unavailability of a preferred crop do not trigger abatement if reasonable authorized farming use remains available.

19.5 Standing-Crop Procedure and Limited Remedy. When a suspension or termination not caused by Lessee will prevent timely harvest, the City shall consult with Lessee and, if lawful and safe, allow an orderly harvest or reasonable protective work. If the City cannot allow harvest, the City shall reimburse the lesser of: (a) Lessee's documented, reasonable, unrecovered out-of-pocket seed, plant, fertilizer, chemical, irrigation-power, and custom-operation costs for the then-current unharvested crop; or (b) the fair market value of the lost crop at the time harvest is prevented, less avoided harvest, transport, drying, storage, and marketing costs and less insurance or third-party proceeds. Lessee shall mitigate loss and provide records. No payment is due for anticipated profit, land preparation attributable to a future crop, or the residual value of a perennial stand following ordinary expiration or timely nonrenewal. This Section is the exclusive crop-loss remedy for a no-fault City suspension or termination.

19.6 Lessee Termination After Prolonged Suspension. If a suspension described in Section 19.4 continues for ninety (90) consecutive days and materially defeats the agricultural purpose of the Agreement, Lessee may terminate on ten (10) days' written notice unless the City restores material use before the termination date. Sections 19.3 and 19.5 then apply.

19.7 Water and Site Reallocation. Nothing in this Article limits the City's authority to manage storage, redirect lawful flows, change Management Units, or reserve areas for permit or public

purposes. A material permanent acreage removal is governed by Section 4.4; a temporary restriction is governed by this Article.

ARTICLE 20 — EXPIRATION, SURRENDER, AND CROPS

20.1 Surrender. On expiration or termination, Lessee shall stop all unauthorized operations, return keys and access devices, provide all outstanding records, remove its personal property and materials, leave assigned equipment in its required shutdown or winterized condition, repair Lessee-caused damage, and peacefully surrender possession, ordinary wear excepted.

20.2 Crops at Ordinary Expiration or Nonrenewal. Lessee shall plan crops so they can be harvested before the known expiration date. Subject to Applicable Requirements and written City scheduling, Lessee may harvest a crop before expiration. Lessee has no right to enter after expiration to harvest and no claim for a crop or perennial stand remaining after an ordinary expiration or timely nonrenewal, unless the Parties make a written harvest agreement before expiration.

20.3 Crops at Early Termination. Section 19.5 governs a crop affected by a no-fault early termination. After termination for Lessee default, the City may require Lessee to remove an authorized crop by a reasonable date if removal is lawful and safe; otherwise the Parties retain only remedies available under applicable law. This Agreement does not automatically transfer title to the crop or grant a security interest in crops or proceeds.

20.4 Personal Property Left Behind. The City may store, remove, or dispose of Lessee property left after surrender only after giving notice and following applicable law. Lessee shall reimburse reasonable removal, storage, and restoration costs, subject to any statutory rights.

20.5 No Holdover Operations. Expiration of the possessory term does not prevent the City from entering to operate or protect City Facilities. Lessee shall not continue farming, irrigation, storage, or equipment use after expiration without a signed extension.

ARTICLE 21 — CASUALTY, CONDEMNATION, AND FORCE MAJEURE

21.1 Casualty. If fire, flood, equipment failure, contamination, or another casualty materially impairs the Leased Premises or reuse facility, the City may suspend operations and elect whether and when to repair City Facilities. If restoration within a commercially reasonable period is impracticable, either Party may terminate on written notice. Rent and crop consequences are governed by Article 19 according to whether Lessee caused the casualty.

21.2 Condemnation. If condemnation or a transfer in lieu of condemnation takes all or a material part of the Leased Premises, the City may terminate as of the date possession is required. The City owns the award for its real property and City Facilities. Lessee may pursue a separate claim for its compensable leasehold, relocation expense, personal property, or crops only to the extent allowed by law and only if the claim does not reduce the City’s award. No duplicate recovery is permitted.

21.3 Force Majeure. A Party is not liable for delay in a nonmonetary obligation to the extent caused by an event beyond its reasonable control, including extreme weather, fire, flood,

epidemic, labor interruption, utility failure, supply interruption, governmental order, or casualty, if the Party gives prompt notice, uses reasonable efforts to mitigate, and resumes performance when practicable. Force majeure does not excuse accrued payment obligations, incident notice, protection of persons or property, or compliance with a lawful shutdown. Water availability and rent consequences remain governed by Articles 7 and 19.

ARTICLE 22 — NOTICES AND OPERATIONAL COMMUNICATIONS

22.1 Formal Notices. A notice of default, nonrenewal, termination, rent change, amendment, or other formal notice under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight delivery, or certified United States mail, return receipt requested, to the addresses below. Notice is effective on personal delivery, on documented delivery by overnight service, or three (3) business days after deposit in certified mail.

If to City:	City Clerk, City of Wilder, 107 4th Street, Wilder, Idaho 83676.
	Email copy: kbagley@cityofwilder.org
With a copy to:	Wilder City Attorney, White, Peterson, Gigray & Nichols, P.A., 5700 East Franklin Road, Suite 200, Nampa, Idaho 83687-7901.
	Email copy: jjones@whitepeterson.com; mbybee@whitepeterson.com
If to Lessee:	Ryan Rupp, _____.
	Email copy: _____.

An email copy is a courtesy and does not replace required formal delivery unless receipt is expressly acknowledged in writing.

22.2 Operational Communications. Routine schedules, Cropping Plan administration, sampling holds, meter information, and Operational Directions may be communicated by email, phone, text message, or the City's designated record system to the current operational contacts in Exhibit C. Emergency notice under Section 10.4 shall use every reasonably available method until receipt is confirmed.

22.3 Address Changes. A Party may change an address or contact by notice complying with this Article. Lessee shall keep emergency contacts current without waiting for a formal amendment.

ARTICLE 23 — MISCELLANEOUS

23.1 Governing Law; Venue. Idaho law governs. Exclusive venue for an action concerning this Agreement lies in a court of competent jurisdiction in Canyon County, Idaho, subject to any mandatory governmental-claims procedure.

23.2 Entire Agreement; Amendment. This Agreement, its completed exhibits, and documents expressly incorporated for operational compliance are the entire agreement concerning the Leased Premises and supersede prior or contemporaneous oral and written negotiations on that subject. A contractual amendment must be in a writing signed by both Parties and, when

required, approved by the City Council and DEQ. Administrative forms and Operational Directions may be updated only within the limits of Section 6.5.

23.3 Exhibit Conflict. The body of this Agreement controls a conflict with an exhibit unless the exhibit identifies the specific section being amended and is executed with the same formality required for an amendment. More protective lawful permit or Plan requirements control operational compliance under Section 6.5.

23.4 Severability and Reformation. If a provision is held unenforceable, it shall be enforced to the maximum lawful extent or severed, and the remainder continues in effect, unless the change defeats the essential purpose of the Agreement.

23.5 No Third-Party Beneficiary. This Agreement benefits only the Parties and permitted successors. It creates no enforceable right in another person or entity, including a contractor or crop buyer.

23.6 Successors. Subject to Article 17, this Agreement binds and benefits the Parties and their permitted successors and assigns.

23.7 Attorney Fees. In an action to enforce this Agreement, the prevailing Party may recover reasonable attorney fees and costs to the extent permitted by law.

23.8 No Recording. Lessee shall not record this Agreement or a memorandum without the City's prior written consent. An unauthorized recording is a material breach, and Lessee shall immediately release it.

23.9 Counterparts and Electronic Signatures. This Agreement may be signed in counterparts and by an electronic signature enforceable under applicable law. Counterparts together constitute one instrument.

23.10 Interpretation. Headings are for convenience. "Including" is nonexclusive; the singular includes the plural when context permits; "days" means calendar days unless business days are specified; and no presumption arises against a Party because it or its counsel drafted a provision.

23.11 Time of Essence. Time is of the essence for rent, records, incident notice, shutoffs, sampling holds, insurance, nonrenewal, surrender, and other obligations whose timing affects regulatory compliance or seasonal operations.

23.12 Further Assurances. Each Party shall execute reasonable documents and take reasonable actions necessary to implement this Agreement, but neither Party is required to accept a material new cost or risk without a signed amendment.

23.13 Survival. Accrued payment obligations, record retention and access, indemnification, environmental response, surrender, dispute provisions, and other provisions that by their nature should survive continue after expiration or termination.

ARTICLE 24 — AUTHORIZATION AND EFFECTIVENESS

24.1 Council Approval. This Agreement is not effective until the City Council approves it by resolution and both Parties sign it. A City employee's operational communication does not amend the Council-approved contract.

24.2 Authority. Each signer represents that the signer has authority to bind the identified Party. Lessee shall provide reasonable evidence of any assumed business name or entity through which it will perform.

24.3 No Personal City Liability. No City official, employee, attorney, engineer, or agent has personal liability under this Agreement merely by acting for the City.

24.4 Effective Date. The Effective Date is the date stated in the preamble after Council approval. If the preamble is blank, the Effective Date is the later signature date below.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF WILDER, an Idaho municipal corporation

By: _____

Name: Justin Devenberg

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Kathy Bagley

Title: City Clerk

Date: _____

LESSEE

By: _____

Ryan Rupp

Date: _____

City Acknowledgment

State of Idaho, County of Canyon.

On this ____ day of _____, 20__, before me, a Notary Public for the State of Idaho, personally appeared Justin Devenberg, known or identified to me to be the Mayor of the City of Wilder, the municipal corporation that executed the foregoing instrument, and acknowledged to me that the municipal corporation executed the same.

Notary Public for Idaho.

Residing at: _____.

Commission expires: _____.

Lessee Acknowledgment

State of Idaho, County of _____.

On this ____ day of _____, 20__, before me, a Notary Public for the State of Idaho, personally appeared Ryan Rupp, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public for Idaho.

Residing at: _____.

Commission expires: _____.

EXHIBIT A — LEASED PREMISES, MANAGEMENT UNITS, AND OPERATIONAL MAP

This Exhibit A is incorporated into the Agricultural Land Lease and Recycled Water Land Application Agreement between the City of Wilder and Ryan Rupp.

A-1. Legal Description

[INSERT LEGAL DESCRIPTION OF THE LEASED PREMISES]

The Leased Premises are the farmable portions within that description that are depicted as included Management Units on the attached signed map. All excluded areas and reserved rights stated in Section 2.3 remain excluded.

A-2. Acreage Schedule

Parcel	Management Unit / Field	Gross acres	Tillable acres (rent basis)	Approved application acres	Excluded / buffer acres	Map label
R36799						
R36799010						
Total						

Annual rent confirmation: _____ tillable acres × $_____ per tillable acre = **$23,100.00**.

A-3. Point of Delivery

Management Unit	Physical description / coordinates	Upstream City isolation device	Primary meter	First downstream Lessee-controlled device

A-4. Required Map Features

The signed map attached to this Exhibit must be at a usable scale, include a north arrow and legend, and show:

- parcel and legal-description boundaries;
- each Management Unit, field identifier, tillable acreage, and approved application acreage;
- the winter-storage pond, pump house, treatment and storage facilities, and all excluded operational areas;
- upstream conveyance and the Point of Delivery for each field or Management Unit;
- the Field Distribution System, including known fixed mains, valves, pivots, wheel lines, and electrical service points;

- primary and secondary meters and required backflow-prevention devices;
- the existing well, without implying ownership or a right of use;
- monitoring wells, piezometers, lysimeters, sampling points, and protected access areas;
- buffers, setbacks, no-application zones, drainage features, and any location where runoff must be controlled;
- roads, gates, easements, utility corridors, and City/DEQ access routes;
- fences, signs, public-access restrictions, and neighboring sensitive uses; and
- any area available for an approved Supplemental Water connection or mixing point.

A-5. Exhibit Approval

The Parties confirm that this completed Exhibit and its signed map accurately identify the limited possessory interest and operational boundaries as of the Effective Date.

City initials: _____ Date: _____

Lessee initials: _____ Date: _____

EXHIBIT B — RESPONSIBILITY AND EQUIPMENT MATRIX

This matrix summarizes the default allocation of responsibility under the Agreement. It does not transfer a permit, water right, or asset, and it does not authorize operation before the City issues the Reuse Commencement Notice. The Parties shall complete the asset-specific entries in this Exhibit and in Section B-1 before Reuse Commencement.

Function or asset	Control / approval	Routine operation	Maintenance / capital work	Primary cost bearer	Required record or notice
Reuse Permit, Plan of Operation, and DEQ submissions	City	City	City	City	City official repository and submissions
Treatment and Recycled Water quality	City	City	City	City	City treatment and compliance records
Winter-storage pond and pump house	City	City	City	City, except Lessee-caused damage	City records; Lessee provides immediate incident notice
Upstream pumps, controls, pipelines, and power through Point of Delivery	City	City	City	City, except Lessee-caused damage	City O&M; Lessee reports visible failure
City-owned primary flow meters	City specifies method	City operates and calibrates; Lessee reads if assigned	City	City, except tampering or Lessee-caused damage	Lessee field log; City calibration record
Point-of-Delivery valves and interface	City sets schedule and authorized setting	City operates the upstream isolation device; Lessee operates the first downstream device identified in Exhibit A-3	Per identified ownership and Sections 12.2–12.5	Per Article 12	Setting, meter reading, failure, and shutoff
Fixed downstream mainlines, panels, and pumps	City approves use	Lessee, unless Exhibit states City	Lessee routine; City capital replacement only for an identified City-owned component; fault controls	Per Articles 12 and 13	Equipment inventory and maintenance log

Function or asset	Control / approval	Routine operation	Maintenance / capital work	Primary cost bearer	Required record or notice
Movable field irrigation equipment (pivots, wheel lines, gated pipe, siphon tubes)	City approves configuration	Lessee	Lessee routine; capital by owner unless damage caused by Lessee	Lessee unless asset schedule states otherwise	Inventory, maintenance, and application log
Downstream field electrical service	City approves connection	Lessee	Lessee routine; fixed City-owned component under Section 12.4	Lessee	Utility account and operating log
City-owned water-right or share assessments	City	City	Not applicable	City	Assessment and payment record
Supplemental Water requested primarily for crops	City approves source and schedule	Lessee downstream	Per asset ownership	Lessee, including source charge and downstream power	Source, quantity, meter, field, and time
Supplemental Water directed primarily for permit or system compliance	City	City upstream; Lessee downstream	Per asset ownership	City pays third-party source charge; Lessee pays ordinary downstream application cost	City direction and Lessee application log
Existing well and associated rights	City; no Lessee right	No operation unless later written authorization	Per signed amendment or written supplemental-water protocol	As stated in the written protocol	Map and written protocol
Annual crops and Management Unit selection	City final approval with Lessee and Engineer input	Lessee	Lessee	Lessee	Annual Cropping Plan
Fertilizer, nutrients, pesticides, and soil amendments	City approves as required; label and law control	Lessee or qualified contractor	Lessee	Lessee	Advance confirmation and application log

Function or asset	Control / approval	Routine operation	Maintenance / capital work	Primary cost bearer	Required record or notice
Field irrigation observation and downstream shutoff	City may direct	Lessee	Lessee for assigned devices	Lessee, except City-caused failure	Contemporaneous log and immediate incident notice
Official monitoring and sampling	City and DEQ	City or qualified designee	City	City	Chain of custody, laboratory result, official report
Monitoring wells and sampling features	City	City; Lessee protects access	City, except Lessee-caused damage	City, except Lessee-caused damage	City monitoring record; Lessee damage notice
Permit-required signs, public-access controls, and facility fencing	City determines requirement	City, except ordinary field controls assigned to Lessee	City, except ordinary field controls assigned to Lessee; fault controls	City, except Lessee-caused damage	Inspection and damage notice
Farm fences, ditch banks, weeds, pests, and field lanes	City may set compliance standard	Lessee	Lessee ordinary work; City repairs City-caused damage	Lessee, subject to fault	Farm-maintenance record on request
City and DEQ access routes to facilities and monitoring points	City reserves access	City and authorized visitors; Lessee keeps unobstructed	City for reserved access routes; Lessee for field lanes, per Exhibit A map.	Per identified road segment and fault	Obstruction or damage notice
Crop harvest and disposition	City schedules only as needed for compliance	Lessee	Lessee	Lessee	Harvest date, yield, acreage, and disposition
Emergency and suspected noncompliance response	City directs regulatory response; either Party may protect immediately	Lessee shuts down assigned field system; City handles permittee response	Responsible Party corrects cause; City may intervene	Fault and Articles 14, 16, and 18 control	Immediate two-hour notice; 24-hour written details

B-1. Asset Inventory

B-1. Asset record. Complete one block for each material asset inventoried under Section 12.1. Copy this block as needed.			
Asset ID		**Owner / title status**	
Description and location			
Operator		**Electric or other account**	
Routine maintenance		**Capital replacement**	
Existing-condition note / photo ID			

City initials: _____ Date: _____

Lessee initials: _____ Date: _____

EXHIBIT C — MINIMUM RECORDS, REPORTS, AND CONTACTS

The City may provide an electronic workbook, database, or replacement form containing these fields. Lessee must make entries contemporaneously and submit records under Article 10.

C-1. Operational and Emergency Contacts

Role	Name	Phone (primary / backup)	Email	Availability / notes
City Representative				
City backup / after-hours contact				
City Engineer				
Lessee primary field operator	Ryan Rupp			
Lessee backup operator				
Treatment / reuse operator				
Emergency services	911	911		For imminent danger

Routine monthly reports shall be delivered to: **[INSERT EMAIL / SYSTEM / PHYSICAL REPOSITORY]**. Emergency acknowledgment is required from: Public Works Director.

C-2. Daily Water-Application Log

Complete one entry block for each water source, Management Unit, and application event. Copy the block as needed, or use the City-approved electronic equivalent containing the same fields.

C-2. Water-application entry. Complete one block for each water source, Management Unit, and application event.			
Date		**Management Unit / field**	
Crop and acres		**Water source**	
Start time		**Stop time**	
Meter start		**Meter end**	
Units / calculated volume		**Application method / rate**	
Operator			
Weather, precipitation, and field condition			
Hold, shutoff, runoff, ponding, overspray, failure, or notes			

If quantity is calculated rather than directly metered, attach or identify the approved calculation method and input data.

C-3. Fertilizer, Nutrient, Pesticide, and Amendment Log

C-3. Fertilizer, nutrient, pesticide, or amendment entry. Complete one block for each application event.			
Date / time		**Management Unit / field**	
Crop / acres treated		**Method**	
Product / manufacturer		**Analysis or active ingredient**	
Lot or label reference		**Quantity and rate**	
Applicator / license if required		**City approval / confirmation reference**	
Weather and irrigation timing			
Notes / spill or departure			

Attach product labels, nutrient analyses, invoices, and custom-applicator records when requested or required by the Cropping Plan.

C-4. Crop and Harvest Log

C-4. Crop and harvest entry. Complete one block for each Management Unit and each cutting or harvest event.			
Management Unit / field		**Crop / variety**	
Acres		**Planting date**	
Cutting / harvest date		**Harvest method**	
Wet yield		**Dry yield or moisture, if available**	
Units and calculation		**Buyer / destination or disposition**	
Intended end use		**Processor / method**	
Processing status / completion evidence			
Residue / removal notes			
Supporting ticket or record			

If required processing is pending, identify that status and supplement the record upon completion. Processing must occur before human consumption.

C-5. Equipment Inspection, Calibration, and Maintenance Log

C-5. Equipment entry. Complete one block for each inspection, calibration, maintenance, or repair event.			
Date / time		**Asset ID / location**	
Inspection, calibration, maintenance, or repair		**Condition / reading**	
Parts		**Performed by**	
Returned to service		**City notified / work order**	
Work performed			
Follow-up needed			

C-6. Incident and Potential Noncompliance Report

Immediate notice: Call the City immediately and no later than two hours after discovery. This written report is due within 24 hours and supplements, but does not replace, the call.

Required field	Information
Reporter; callback number	
Discovery date and time	
Event start time; end time or “ongoing”	
Exact location and Management Unit	
Water source, crop, equipment, and activity involved	
Description and known or suspected cause	
Estimated quantity, area, duration, and direction of movement	
Runoff, ponding, overspray, bypass, spill, injury, complaint, or sampling impact	
Immediate shutoff, containment, and protective action	
Persons notified; method; time; acknowledgment	
Photos, meter data, weather, witnesses, and attachments	
Continuing risk and proposed corrective action	
Follow-up findings and completion date	

Lessee shall preserve relevant records and the condition of the affected equipment. If an Operational Direction or Applicable Requirement requires City authorization to restart, Lessee shall not restart the affected operation until the City authorizes the restart.

C-7. Monthly Report and Certification

Reporting month/year: _____.

Date submitted: _____.

Submitted by: _____.

Check and attach:

- Daily Recycled Water logs
- Daily Supplemental Water logs
- Fertilizer, nutrient, pesticide, and amendment logs
- Crop planting and harvest records
- Equipment inspection, calibration, maintenance, and repair records
- Incident reports and corrective-action updates
- Supporting meter calculations, tickets, labels, analyses, and photographs
- Zero-activity report, if no activity occurred

Certification: I certify, based on reasonable inquiry, that the attached information is true, accurate, and complete to the best of my knowledge, and that all known departures, incidents, missing data, estimates, and corrections are identified as such.

Signature:	_____	Date:	_____
Printed name and role:	_____		
City receipt / repository reference:	_____		

EXHIBIT D — ANNUAL CROPPING PLAN

This Cropping Plan is approved under Article 8 and governs field operations for the growing season identified below. It does not amend the Agreement.

Growing season / Lease Year: _____.

Lessee proposal received: _____.

City Engineer review: _____.

City approval date: _____.

DEQ approval or notice, if required: _____.

Approved plan entry. Complete one block for each Management Unit included in the approved Cropping Plan.			
Management Unit / field		**Approved crop / variety**	
Intended end use		**Processor / required method**	
Approved acres		**Expected yield**	
Plant / establishment window		**Expected cutting / harvest periods**	
Recycled Water limit / target		**Supplemental Water authorization**	
Nutrient credit from Recycled Water		**Approved fertilizer / nutrient maximum**	
Special buffers, holds, sampling, or operating limits			

D-1. Seasonal Conditions

- Required source and method for soil, plant, water, or weather data: **[INSERT FROM PERMIT / PLAN]**
- Approved fertilizer confirmation method and lead time: two business days, unless a different lead time is approved in writing by the City consistent with the Reuse Permit.
- Known official sampling periods or activity holds: **[INSERT]**
- Recycled Water scheduling assumptions and storage constraints: **[INSERT]**

- Supplemental Water source, approved connection, measurement, and backflow requirements: **[INSERT]**
- Harvest reporting details or laboratory analyses required: **[INSERT]**
- Other permit- or crop-specific conditions: **[INSERT]**

D-2. Approval

Lessee acknowledges that only the City-approved version authorizes the listed crop and applications and that the City may issue lawful in-season revisions under Section 8.5.

City Representative:	_____	Date:	_____
Lessee:	_____	Date:	_____
City Engineer:	_____	Date:	_____

CITY OF WILDER
Canyon County, Idaho

ORDINANCE NO. 666

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDER, CANYON COUNTY, STATE OF IDAHO, AMENDING SECTION 9 OF ARTICLE B 2 OF CHAPTER 1 OF TITLE 6 WILDER CITY CODE CHANGING THE AMOUNT OF CHICKENS ALLOWED IN THE CITY LIMITS; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wilder, Canyon County, Idaho:

Section No. 1: AMENDING 6-1-9 (B -2) OF WILDER CITY CODE

That Section 9 of Article B-2 of Chapter 1 of Title 6 Wilder City Code be and the same is amended to read as follows:

6-1-9: ADDITIONAL NUISANCES

B. Keeping of Certain Animals Prohibited:

2. No person shall keep within the city limits more than ~~three (3)~~ six (6) chickens; none of which may be roosters…..

Section No. 2: Directing the City Clerk

The City Clerk is directed to file, this Ordinance in the official records of the City and providing the same to the City's codifier for inclusion and publication in the Wilder City Code.

Section No. 3: Effective Date

The ordinance shall be in full force and effect after its passage, approval, and publication, according to law.

PASSED BY the Council of the City of Wilder, Idaho, this 10th day of November, 2026.

APPROVED BY the Mayor of the City of Wilder, Idaho, this 10th day of November, 2026.

_____
Justin Devenberg, Mayor

ATTEST:

_____
Kathy Bagley, City Clerk

CITY OF WILDER
Canyon County, Idaho

ORDINANCE NO. 667

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDER, CANYON COUNTY, STATE OF IDAHO, AMENDING SECTION 3 OF CHAPTER 6 OF TITLE 5 WILDER CITY CODE CHANGING THE HOURS OF 11:00p.m. and 6:00a.m. to "DUSK TO DAWN"; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wilder, Canyon County, Idaho:

Section No. 1: AMENDING 5-6-3 OF WILDER CITY CODE

That Section 3 of Chapter 6 of Title 5 Wilder City Code be and the same is amended to read as follows:

5-6-3: HOURS

No person shall remain or loiter or be upon the city parks of the city, hereinabove described, between ~~the hours of eleven o'clock (11:00) p.m. and six o'clock (6:00) a.m.~~, Dusk and Dawn, Sunday through Saturday.

Section No. 2: Directing the City Clerk

The City Clerk is directed to file, this Ordinance in the official records of the City and providing the same to the City's codifier for inclusion and publication in the Wilder City Code.

Section No. 3: Effective Date

The ordinance shall be in full force and effect after its passage, approval, and publication, according to law.

PASSED BY the Council of the City of Wilder, Idaho, this 10th day of November, 2026.

APPROVED BY the Mayor of the City of Wilder, Idaho, this 10th day of November, 2026.

_____
Justin Devenberg, Mayor

ATTEST:

_____
Kathy Bagley, City Clerk

CITY OF WILDER
ORDINANCE NO. 668

AN ORDINANCE OF THE CITY OF WILDER, IDAHO, REPEALING AND REPLACING TITLE 7, CHAPTER 1, ARTICLE D OF THE WILDER CITY CODE TO ESTABLISH A CROSS-CONNECTION CONTROL PROGRAM FOR THE CITY WATER SYSTEM; DEFINING TERMS; PROVIDING REQUIREMENTS FOR INSPECTIONS, BACKFLOW PROTECTION, TESTING, MAINTENANCE, AND ENFORCEMENT THROUGH DISCONTINUANCE OF WATER SERVICE; PROVIDING FOR PUBLIC EDUCATION, INCIDENT RESPONSE, RECORD KEEPING, AND ADMINISTRATION; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Idaho Code section 50-323 authorizes cities to maintain and operate domestic water systems and protect their water sources from contamination; and

WHEREAS, IDAPA 58.01.08.543 and 58.01.08.552.06 require protection against cross-connections and a cross-connection control program for community public water systems; and

WHEREAS, the City operates the City of Wilder public water system, PWS No. ID3140138, and desires to establish requirements protecting the potable water supply from contamination and pollution caused by backflow;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WILDER, IDAHO:

SECTION 1. REPEAL AND REPLACEMENT OF ARTICLE D

Title 7, Chapter 1, Article D of the Wilder City Code is repealed and replaced in its entirety to read as follows:

ARTICLE D. CROSS-CONNECTION CONTROL

7-1D-1: GENERAL PROVISIONS

A. **Purpose.** The purpose of this Ordinance is:

1. To protect the public potable water supply of the City of Wilder from the possibility of contamination or pollution by isolating at the source such contaminants or pollutants which could backflow into the public water system; and,
2. To promote the elimination or control of existing cross-connections, actual or potential, and,

3. To provide for the maintenance of a continuing program of cross-connection control, which will systematically and effectively prevent the contamination or pollution of all potable water systems.

B. **Responsibility.** The City of Wilder shall be responsible for the protection of its public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants. The City of Wilder's customers are responsible for aiding in the City of Wilder's Cross-connection Control Ordinance by maintaining proper protective measures within their individual home plumbing systems. The City of Wilder has the responsibility to require water customers to install and continually operate and maintain approved backflow-prevention devices or assemblies wherever deemed appropriate to be in compliance with IDAPA 58.01.08.552.06 and UPC 603.

7-1D-2: DEFINITIONS

A. **Approved.** 1) The term "approved" as herein used in reference to a water supply shall mean a public water supply that has been approved by the Idaho Department of Environmental Quality. 2) The term "approved" as herein used in reference to an air gap, a double check valve assembly, a reduced pressure principle backflow prevention assembly or other backflow prevention assemblies or methods shall mean approved per Uniform Plumbing Code 603.

B. **Auxiliary Water Supply.** Any water supply on or available to the premises other than the City of Wilder's approved public water supply. These auxiliary waters may include water from a purveyor other than the City of Wilder, private well sources, or any natural source(s) such as a spring, river, stream, used waters, or industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the City of Wilder does not have sanitary control.

C. **Backflow.** The undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable supply of water from any source or sources.

D. **Backpressure.** Any elevation of pressure in the downstream piping system above the supply pressure at the point of consideration, which would cause reversal of the normal direction of flow. This could be caused by pumps, elevation, steam pressure, air pressure, etc.

E. **Backsiphonage.** Backflow caused by negative or reduced pressure in the supply piping.

F. **Backflow Prevention Assembly.** A mechanical device designed to prevent backflow that can be tested in line. Each assembly should contain two resilient seated shut off valves, test cocks for testing purposes, and a backflow prevention unit. Types of assembly will be determined by degree of hazard and backflow condition.

G. **Contamination.** An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.

H. **Cross-connection.** A connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that has the potential to allow such substances to enter the potable water system. Other substances may be gases, liquids or solids, such as chemicals, waste products, steam, water from other sources (potable or non-potable), or any matter that may change the color or add odor to the water.

I. **Cross-connections Controlled.** A connection between a potable water system and a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection that is commensurate with the degree of hazard.

J. **Cross-connection Control by Containment.** The installation of an approved backflow-prevention assembly at the water service connection to any customer's premises, where it is physically and economically unfeasible to find and permanently eliminate or control all actual or potential cross-connections within the customer's water system; or it shall mean the installation of an approved backflow-prevention assembly on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross-connections that cannot be effectively eliminated or controlled at the point of the cross-connection.

K. **Cross-connection Control by Internal Protection.** Fixture isolation and/or isolation of an area or zone. Protection at the fixture means installing an approved backflow preventer at the source of the potential hazard within a specific area.

L. **Hazard, Degree of.** The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.

    1. **Hazard: Health.** A cross-connection or potential cross-connection involving any substance that could, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

    2. **Hazard: Plumbing.** A plumbing-type cross-connection in a consumer's potable water system that has not been properly protected by an approved air gap or an approved backflow-prevention assembly.

    3. **Hazard: Pollution.** A cross-connection or potential cross-connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into the potable water supply.

    4. **Hazard: System.** An actual or potential threat of severe danger to the physical properties of the public water system or the consumer's potable water system or of a pollution or

contamination that would have a protracted effect on the quality of the potable water in the system.

M. **Industrial-Fluids System.** Any system containing a fluid or solution that may be chemically, biologically or otherwise contaminated or polluted in a form or concentration that would constitute a health, system, pollution or plumbing hazard if introduced into an approved water supply. This may include, but is not be limited to, polluted or contaminated waters; all types of process waters and used waters originating from the public potable water system that may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulating cooling waters connected to an open cooling tower; and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, and so forth; oils, gases, glycerin, paraffins, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes for firefighting purposes.

N. **Pollution.** The presence of any foreign substance in water that tends to degrade its quality but does not necessarily pose a risk to human health if consumed.

O. **Water, Potable.** Water that is deemed safe for human consumption, as determined by the standards set forth by the Department of Environmental Quality and defined in the Idaho Rules For Public Drinking Water Systems, IDAPA 58.01.08.

P. **Water, Non-potable.** Water that is not safe for human consumption or that is of questionable quality.

Q. **Water, Used.** Any water supplied by the City of Wilder water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the City of Wilder.

7-1D-3: REQUIREMENTS

A. **Water System**

1. The City of Wilder's drinking water system consists of the source facilities and the distribution system and shall include all those facilities of the water system under the complete control of the City of Wilder.

2. The source shall include all components of the facilities utilized in the production, treatment, storage and delivery of water to the distribution system.

3. The distribution system shall include the network of conduits used for the delivery of water from the source to the water system customers/users. The distribution system terminates at the meter box.

B. **Ordinance**

1. Conditions for Service - No water service connection shall be installed or maintained by the City of Wilder unless the following conditions have been met:

    a. Any occupant or tenant has been made aware of the City of Wilder's Cross-Connection Control Ordinance and understands his or her responsibility to not create or maintain any unprotected cross-connections, and;

    b. The City of Wilder has completed a cross-connection control survey of the facility, and;

    c. The water supply is protected as required by this Ordinance and IDAPA 58.01.08.552.06 and UPC 603.

2. Right of Inspection – It is the duty of the City of Wilder to inspect all properties served by the City of Wilder's water system for the purpose of determining whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known or inspection is not permitted by the property owner, the City of Wilder shall immediately eliminate the cross-connection by providing for a physical break in the service line or correcting the condition(s) in conformance with this Ordinance, local and state regulations relating to plumbing and water supplies and the regulations adopted pursuant thereto.

3. Premises or Facilities Requiring Protection - An approved backflow prevention device or assembly shall be installed according to local plumbing regulations and prior to any branch line wherever the following conditions exist:

    a. In the case of an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional water source by the Idaho Department of Environmental Quality, the City of Wilder shall be protected against backflow by installing in the service line an approved backflow prevention assembly commensurate with the degree of hazard, and in conformance with the Idaho State Plumbing Code (ISPC).

    b. In the case of any industrial fluids or any other objectionable substance that is handled in such a fashion as to create an actual or potential hazard to the potable water system, the potable water system shall be protected against backflow by installing an approved backflow prevention assembly in the service line, commensurate with the degree of hazard. This shall include the handling of process waters and waters originating from the City of Wilder's water system which have been subject to deterioration in quality.

    c. In the case of (1) internal cross-connections that cannot be permanently corrected or protected against, or (2) intricate plumbing, and piping arrangements or where entry

to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the City of Wilder shall be protected against backflow by installing an approved backflow prevention assembly in the service line.

4. Type of Protection Required - The type of protective assembly required under subsections B3a, B3b, and B3c of this section shall depend upon the degree of hazard which exists as follows:

    a. In the case of an auxiliary water supply as stated in subsection B3a of this section that is not subject to any of the following rules, the City of Wilder's water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.

    b. In the case of water or a substance that would be objectionable but not hazardous to health, if introduced into the public water system, the City of Wilder water system will be protected by, at minimum, an approved double check valve backflow prevention assembly.

    c. In the case of any material dangerous to health that is handled in such a fashion as to create an actual or potential hazard to the public water system, the City of Wilder water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.

    d. In the case of "uncontrolled" cross-connections, either actual or potential, the City of Wilder water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.

    e. The City of Wilder customers that have sprinkler or irrigation systems at their property are required to have an approved backflow assembly installed and inspected annually that complies with Idaho Plumbing Code (IPC). Double check valve assemblies are no longer deemed appropriate for the degree of hazard present in irrigation systems, and a more protective assembly is required at these sites.

5. Assembly Standards and Specifications - Any backflow prevention device or assembly required herein shall be of a make, model and size approved by the City of Wilder. The term "Approved Backflow Prevention Assembly" shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association titled:

    AWWA/ANSI C510 07 Standard for Double Check Valve Backflow Prevention Assembly; AWWA/ANSI C511 07 Standard for Reduced Pressure Principle Backflow Prevention Assembly; and, have met completely the laboratory and field performance specifications of the Foundation for Cross-connection Control and Hydraulic Research

(FCCHR)of the University of Southern California established by: “Specifications of Backflow Prevention Assemblies” Section 10 of the most current edition of the Manual of Cross-connection Control.

Said AWWA and USC FCCCHR standards and specifications have been adopted by the water purveyor. Final approval shall be evidenced by a "Certificate of Compliance" for the said AWWA standards or a "Certificate of Approval" for the said USC FCCCHR Specifications, issued by an approved testing laboratory.

The following testing laboratory has been qualified by the AWWA to test and approve backflow prevention assemblies and said qualification is adopted by the water purveyor:

Foundation for Cross-connection Control and Hydraulic Research

University of Southern California

KAP 200 University Park MC 2531

Los Angeles, California 90089 2531

Testing laboratories other than the laboratory listed above will be added to an approved list as they are qualified by the AWWA.

Backflow preventers that may be subjected to backpressure or backsiphonage that have been fully tested and have been granted a Certificate of Approval by said qualified laboratory, and are listed on the laboratory's current list of approved backflow prevention assemblies, may be used without further testing or qualification.

6. Testing and Maintenance Requirements - It shall be the duty of The City of Wilder to require certified field tests are made upon required backflow assemblies upon installation and at least once per year thereafter. Non-testable backflow devices that cannot be field tested with test gauges shall be inspected and assessed or verified by a plumber or certified tester. In instances the City of Wilder deems the hazard to be great enough, inspections or certified field tests at more frequent intervals may be performed.

   A field test report shall be created for all backflow preventer inspections or field tests. Backflow prevention devices and assemblies shall be repaired, overhauled, or replaced whenever said devices or assemblies are found to be defective. The City of Wilder shall retain records of field tests, inspections or repairs of backflow devices and assemblies as specified in this ordinance.

   Backflow assembly field test reports will provide, at a minimum, the customer’s name and street address; type of assembly and location of the assembly on the property; manufacturer, model and serial number of the assembly; detailed results of the test and clear indication of whether the assembly passed or failed; name and certification number of the tester and the date and time of the test. Inspection reports for non-testable devices

may omit field test result specifications pertaining to testable assemblies but shall otherwise present all relevant inspection information.

7. **Enforcement –** Service of water to any customer of the City of Wilder will be discontinued if an occupant, tenant or consumer interferes with or fails to comply with the provisions and implementation of this Ordinance.

    a. If an unprotected cross-connection exists on a tenant's or consumer's premises, service shall be discontinued until an assembly appropriate with the degree of hazard is installed by a licensed plumber. Proof of proper installation shall be provided to the City of Wilder prior to restoration of services.

    b. If it is found that a backflow prevention assembly has been removed, bypassed, or if the property owner fails to meet the annual testing requirement specified in subsection B9a of this section, water service to the customer's property will be discontinued immediately.

    c. Assemblies that cannot pass annual tests or those found to be defective shall be repaired, replaced, or isolated within ten (10) business days. If the failed assembly cannot be repaired, replaced, or isolated within ten (10) business days, water service to the failed assembly shall be discontinued.

    d. Service to a facility, tenant or consumer will be discontinued immediately, without written notice, if in the opinion of the City of Wilder's Water Department such action is necessary to protect public health or the public water supply.

    e. Service will not be restored until all circumstances, conditions, or defects causing discontinuance of service are fully corrected.

8. New Construction Review – The City of Wilder shall not provide water service to a newly constructed facility without first performing a cross-connection control hazard assessment of the facility and ensuring that the City of Wilder's water system is protected according to this Ordinance. In lieu of such a hazard assessment by the City of Wilder, receipt of a documented cross-connection control hazard assessment by a State Certified Backflow Assembly Tester may be utilized. The conditions for service established by this Ordinance must also be satisfied (see subsection B1 of this section).

9. Surveying and Retrofitting Existing Facilities – The City of Wilder shall survey and retrofit all existing service connections and facilities and bring such into compliance with this Ordinance as soon as possible but no later than 6 months after adoption of this Ordinance. The initiative to survey and retrofit existing facilities will continue until all facilities served by the City of Wilder have received a cross-connection control survey, each potential cross-connection has been inventoried, and each service connection or

facility has installed a backflow prevention device or assembly appropriate for the degree of hazard.

Facilities or service connections having existing fire-protection systems will have the hydraulics of any existing fire-protection system(s) checked by a registered professional engineer or certified fire-protection contractor to ensure that any installed backflow prevention assembly is compatible with the proper performance of the fire-protection system.

The City of Wilder will contact a plumber as necessary in order to undertake routine testing of temperature and pressure valves on water heaters or boilers in order to account for thermal expansion that may result from installation of any backflow preventers.

a. Recurring Surveys and Inspections - All existing service connections and facilities shall, upon completion of an initial survey and retrofit, be required to have all backflow assemblies tested annually by a Backflow Assembly Tester that has been certified in the State of Idaho. It will be the responsibility of the customer or property owner to submit proof of annual testing to the City of Wilder by the date specified by their Administrative staff. It will be the responsibility of the City of Wilder to enforce any protection measures against backflow that may occur if annual testing is not performed, as specified in subsection B7 of this section.

10. Training – The City of Wilder shall ensure that persons directly responsible for implementation of this Ordinance have had, at a minimum, training in basic cross-connection concepts and cross-connection control practices. The Idaho Rural Water Association (IRWA) is an example of a facility that may be utilized for this type of training.

11. Public Education – The City of Wilder shall provide customers and tenants with educational information concerning cross-connection control and this Ordinance. New tenants shall be provided with written educational information upon initial connection to the water supply. Existing tenants and consumers shall receive educational information at least once every year. At a minimum, the following information will be included in public education initiatives:

    a. The nature of the public health risk posed by actual or potential cross-connection hazards.

    b. The City of Wilder’s responsibility for protecting public health and safety by preventing drinking water contamination and its policies relating to cross-connection control.

    c. The customer’s responsibility to protect the City of Wilder’s water supply by preventing cross-connections and potential backflow scenarios on their property.

d. Information should be provided to the customer or tenant regarding the requirements of this Ordinance and how they can be met. This should include the required date(s) for annual testing and list of Backflow Prevention Assembly Testers in the area.

e. The fact that customers need to be aware that the installation of a backflow prevention device or assembly on their premise causes their plumbing system to be a closed system and closed systems are at greater risk for damage or harm due to thermal expansion that may be caused by water heaters or boilers.

12. **Backflow Incident Reports –** The City of Wilder shall investigate backflow incidents specifically and shall maintain investigatory and corrective action records in a file separate from customer complaint investigations or other investigations determined to not be related to a backflow incident.

13. **Backflow Incident Response Plan –** The City of Wilder, upon becoming aware of an actual or suspected backflow incident, shall perform the following actions:

    a. Locate the source of the contamination.

    b. Isolate that source to protect the water distribution system from further contamination.

    c. Determine the extent of the spread of contamination through the distribution system and provide timely, appropriate notification to the public and to regulatory agencies.

    d. Take corrective action to clean the contamination from the distribution system.

    e. Restore service to the customers.

    A list of emergency response numbers should be kept on file with the City of Wilder's Water Department in case of backflow incidents. The Department of Environmental Quality should not be ignored as a source of assistance during such incidents.

14. Record Keeping – Cross-connection control related records shall be retained for a minimum of ten years and shall be available for review by regulatory agencies when requested. At a minimum, the following records shall be maintained:

    a. Cross-connection Survey Reports and Customer Questionnaires – Cross-connection survey reports or hazard assessments shall be created and maintained on approved forms. Such forms shall make clear the type and degree of hazard present upon the premises, and the minimum type of backflow assembly required.

    b. Inventory – The City of Wilder shall maintain, in a spreadsheet format, inventory of all required backflow prevention assemblies present in the water system. Such information will include a description of the hazard isolated at each applicable premise, the location of each backflow assembly or air gap, the type of backflow

prevention assembly and, if not an air gap, information describing the size, make, model and serial number of installed backflow assemblies. The most recent inspection or test date or cross-connection control survey or received questionnaire (if applicable) of each required assembly will be noted.

c. Test Reports and Certified Testers – Backflow device inspection and assembly test, maintenance and repair reports shall be retained. Documentation supporting the credentials of certified testers will be retained.

d. Other Documentation – Copies of all other cross-connection program documentation will be retained, including service contracts, notifications to customers, enforcement actions, backflow incident reports and other related activities.

15. **Budgeting –** The City of Wilder shall ensure that all the actions necessary to implement this Ordinance are budgeted and that monies to implement this Ordinance are available as necessary.

16. Authority – The City of Wilder is authorized to make all necessary and reasonable rules and policies with respect to the enforcement of this Ordinance. All such rules and policies shall be consistent with the provisions of this Ordinance and shall be effective upon adoption.

SECTION 2. SEVERABILITY

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remaining provisions and their application to other persons or circumstances shall remain in effect.

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. Publication may be in full or by summary in compliance with Idaho Code sections 50-901 and 50-901A.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ day of _____, 2026.

CITY OF WILDER

_____
Justin Devenberg, Mayor

ATTEST:

_____
Kathy Bagley, City Clerk

CITY OF WILDER
Canyon County, Idaho

ORDINANCE NO. 669

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDER, CANYON COUNTY, STATE OF IDAHO, AMENDING SECTION 5 OF CHAPTER 6 OF TITLE 2 WILDER CITY CODE CHANGING THE FEE AMOUNT TO BE DIRECTED TO THE FEE SCHEDULE SET BY RESOLUTION OF THE CITY COUNCIL; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Wilder, Canyon County, Idaho:

Section No. 1: AMENDING 2-6-5 OF WILDER CITY CODE

That Section 5 of Chapter 6 of Title 2 Wilder City Code be and the same is amended to read as follows:

2-6-5: PERMIT FEE

~~There shall be a permit fee for a yard sale permit in the sum of five dollars ($5.00) per application, which sum shall be paid by the applicant to the city clerk at the time the application for a permit is filed with the city clerk.~~ A permit must be obtained to hold a yard sale in the City of Wilder and will be issued at the City Hall. The fee for such permit will be set by resolution on the fee schedule by the City of Wilder. In the event that a permit is not granted, the permit fee shall be promptly refunded to the applicant by the city clerk.

Section No. 2: Directing the City Clerk

The City Clerk is directed to file, this Ordinance in the official records of the City and providing the same to the City's codifier for inclusion and publication in the Wilder City Code.

Section No. 3: Effective Date

The ordinance shall be in full force and effect after its passage, approval, and publication, according to law.

PASSED BY the Council of the City of Wilder, Idaho, this 10th day of November, 2026.

APPROVED BY the Mayor of the City of Wilder, Idaho, this 10th day of November, 2026.

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Justin Devenberg, Mayor

ATTEST:

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Kathy Bagley, City Clerk