

AGENDA
NEW PLYMOUTH
PLANNING & ZONING COMMISSION
MONDAY
January 22, 2024
6:00 PM
215 N Plymouth Avenue
CITY HALL COUNCIL CHAMBERS

1. CALL TO ORDER
2. Pledge of Allegiance
3. Roll Call
4. November 27th, 2023 Meeting Minutes (Action Item)
5. Welcome New Commissioner Charles Watts
6. Public Hearing- Zone Change Res B to Res C and Development Agreement J & K Livestock LLC, Jeffery & Christina Peck/ Grace Apartments Block 34 lots 5-8 and 9-10 New Plymouth Idaho
 - a. Applicant Testimony
 - b. Public Testimony
 - i. In favor
 - ii. Neutral
 - iii. Against
 - c. Applicant Closing Testimony
7. New Business- Public Hearing- Zone Change Res B to Res C and Development Agreement J & K Livestock LLC, Jeffery & Christina Peck/ Grace Apartments Block 34 lots 5-8 and 9-10 New Plymouth Idaho –Recommendation to City Council- (Action Item)
8. Adjourn

Any person needing special accommodations to participate in the above noticed meeting should contact New Plymouth City Clerk's Office five (5) days prior to the meeting at 215 N. Plymouth or phone 278-5338

Posted: Wednesday, January 19, 2024 at _____ am/pm. by: _____

CITY OF NEW PLYMOUTH
PLANNING AND ZONING COMMISSION
MONDAY
27th November 2023
6:00 PM
CITY HALL COUNCIL CHAMBERS

The New Plymouth Planning and Zoning Commission held a meeting at the New Plymouth City Hall on the 27th of November at 6:08 PM. Roll call was taken. Commission members Teresa Allen, Jesse Morales, and Penny Kovick were present. Deputy Clerk Marianne Gatchell was in attendance.

Commissioner Morales made a motion to accept the minutes from the September 25, 2023, meeting with the correction of the date September 25, 2023. Commissioner Kovick seconded the motion. Motion carried.

Public Hearing- Zone Change 433 Ada Rd Industrial to Residential A- Katrina Smith

Open Public Hearing 6:10 p.m.

Applicant Testimony- Katrina Smith 433 Ada Rd New Plymouth. Ms. Smith would like to apply for a zone change from Industrial to Residential to save on her property taxes. She was told by the county that this would help lower her taxes.

In Favor: none

Neutral:

Dale Williamson 510 E Idaho St NP

Lisa Binggeli 100 E Garret St NP

Against: Virginia Barton 205 W Canal St NP

No written testimony

Closing Statement:

Katrina Smith said she will not be using the property for industrial use. She will continue to live in the residence on the property. She was just wanting to try and lower her tax bill by making the zone change. Close Public Hearing 6:28 p.m.

NEW BUSINESS

- a. Zone Change Industrial to Residential A- Katrina Smith 433 Ada Rd- Recommendation to City Council- (Action Item)

Discussion between commissioners. Commissioner Allen asked that the city contact the county assessor's office to verify if there is a tax difference between zoning of Industrial to Residential. She asked if we could verify the building permits for this lot. Commissioner Kovick said that this conversation has raised more questions than answers. She thinks we need to table this item until more information can be brought to the commission and some answers to the questions are found. **Commissioner Kovick made a motion to table the decision to send a recommendation to city council until the next regularly scheduled meeting to gather more information.**

Commissioner Morales seconded the motion. Motion carried.

Commissioner Kovick made a motion to adjourn. Commissioner Morales seconded the motion. Motion carried meeting adjourned at 6:39 p.m.

STAFF REPORT

Grace Apartments/Pecks
Zone Change & Development Agreement

Property Information

The parcel is .98 acres. The property is situated in Payette County, Idaho more particularly described as: Lots 5, 6, 7, 8 in Block 34 of the Townplat of New Plymouth, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 38-A, Records of Payette County, Idaho.

Also: Lots 9 and 10 in Block 34 of the Townplat of New Plymouth, according to the official plat thereof, filed in Book 1 of Pages(s) 38-A, Records of Payette County, Idaho.

History of the Property

This property was the previous site of the New Plymouth First Baptist Church which burned down in 2022. The property already has city services.

Purpose

Zone Change – The property owners Jeff and Christina Peck would like to build multi-family housing on this site.

Development Agreement – Applicant has a current Development Agreement with their application package, as well as direction from city Engineer and city Superintendent of Public Works as well as city attorney.

Packet Contents

Applications with property description
Development Agreement
Direction from Public Works Superintendent, City Engineer, and City Attorney
Public Hearing Notice
Overview Map of property
Proposed Building Plans



City of New Plymouth

215 N. Plymouth Avenue ♦ P.O. Box 158 ♦ New Plymouth, Idaho 83655
Phone : (208) 278-5338 ♦ Fax : (208) 278-5330 ♦ www.npidaho.com

PUBLIC HEARING NOTICE

Pursuant to established procedure, NOTICE IS HEREBY GIVEN that the New Plymouth Planning and Zoning Commission will hold the following public hearing at the City Hall in New Plymouth, Idaho on the 22nd day of January 2024 at 6:00 PM.

An application for a zone change from Residential B to Residential C and Development Agreement has been submitted by J & K Livestock LLC, Jeffery & Christina Peck. The physical address of the property is Block 34 lots 5-8 and 9-10 New Plymouth, Idaho. The property is situated in Payette County, Idaho more particularly described as:

Lots 5,6,7, and 8 in Block 34 of the Townplat of New Plymouth, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 38-A, Records of Payette County, Idaho.
ALSO:

Lots 9 and 10 in Block 34 of the Townplat of New Plymouth, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 38-A, Records of Payette County, Idaho.

Publish Date(s): January 8, 2024

Any person needing special accommodations to participate in the above noticed meeting should contact New Plymouth City Clerk's Office five (5) days prior to the meeting at 215 N. Plymouth Ave. or phone (208)278-5338.

Marianne Gatchell
Planning and Zoning Administrator



Annexation, Comprehensive Plan Change, Zone Change Application

City of New Plymouth
301 N Plymouth Ave/PO Box 158 New Plymouth, ID 83655
Phone: (208)278-5338 Fax: (208)278-5330

Danielle Painter, Zoning Administrator
clerk@npidaho.com

Alishia Elliott, Secretary
deputyclerk@npidaho.com

APPLICANT: J&K Livestock LLC Jeffrey & Christina Peck
Address: 3501 Vista Ridge New Plymouth ID 83655
Mailing Address: S/A
Telephone: 208 880 4190 Fax: _____ E-mail: KrystieKay23@gmail.com

FILING CAPACITY:

- Recorded property owner as of July 28, 2022 (Date)
- Purchasing as of _____ (Date)
- Leasing property as of _____ (Date)
- Authorized agent of any of the foregoing, duly authorized in writing.

(Written authorization must be attached.)

ENGINEER/ARCHITECT:

Name: N/A
Address: _____
Telephone: _____ Fax: _____ E-mail: _____

LEGAL DESCRIPTION OF PROPERTY AND PLOT PLAN: Submit a drawing of property stamped by an Attached

Idaho Engineer and a legal description with metes and bounds. The drawing and legal description shall be submitted in such form as to be acceptable to the Idaho State Tax Commission, Payette County Clerk, Payette County Treasurer and the Payette County Assessor.

Size of Area: .98 acres, and/or lots 5-8 and 9-10 Block 34 sq. ft.

Description of Existing Use: Property was previous site of New Plymouth first baptist church that burned in 2022

ZONING: Present: Zone B Proposed: Zoning C

COMPREHENSIVE PLAN:

Present: _____ Proposed: _____

JUSTIFICATION:

State reason for requested action. Desire to build multi family housing on site of old New Plymouth Baptist Church

APPLICANT CERTIFICATION:

Christina Peck, being first duly sworn, deposes and says that he/she is the applicant and knows the contents thereof to be true to his/her knowledge.

Christina Peck
Applicant's Signature

Subscribed and sworn to before me this 13 day of February 2023.



Jili M Nash
Notary Public for Idaho

Residing at: _____
My Commission Expires: _____
Residing in Emmett, Idaho
My Commission Expires: November 5, 2026

OWNER CERTIFICATION:

I have read and consent to the filing of this application as the owner of record of the property being considered in this application.

Name: JK Linstock
Address: 3801 Vista Ridge New Plymouth ID 83655
Telephone: 208 880 4190 Fax: _____ E-mail: KrystieKay73@gmail.com
Owner's Signature: [Signature] Date: 2/13/2023

FILING FEES:

- Annexation \$250.00
- Comprehensive Plan Change \$250.00
- Zone Change \$250.00

TOTAL FEES: 250.00 pd 2/15/23 # 581870

If any combination of the above are requested together, application fee will be a total of \$250.00

All costs for engineer reviews will be billed to the applicant.

Recording Requested By and
When Recorded Return to:

City Clerk
City of New Plymouth
215 N. Plymouth Ave. PO Box 158
New Plymouth, Idaho 83655

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

(Grace Apartments)

This Development Agreement, hereinafter referred to as “**Agreement**”, is entered into by and between the City of New Plymouth, a municipal corporation of the State of Idaho, hereinafter referred to as the “**City**”, and **Jeff Peck**, hereinafter referred to as “**Owner**” whose address is 3801 Vista Ridge New Plymouth, Idaho 83655, and who is the owner of “**Grace Apartments**” which is more particularly “**Lots 5-10 Block 34 New Plymouth, Idaho 83655**”.

WHEREAS approval of the land use application has been granted by the New Plymouth Planning and Zoning Commission.

WHEREAS the said approvals contained various conditions regarding which the **City** and Owner have reached agreement and which agreement the **City** and Owner desire to memorialize.

WHEREFORE, the City of New Plymouth and Owner do enter into this Agreement for and in consideration of the mutual covenants, duties and obligations herein set forth, do agree as follows:

RECITALS

- A. The Owner is the owner of certain real property location in the City of New Plymouth, Payette County, State of Idaho, more particularly described as Lots 5-10 Block 34, New Plymouth, ID 83655 Legan Description hereto attached as Exhibit A (hereinafter referred to as the “property”).
- B. The Development is currently listed as Residential B zoning and is set to be changed to Residential C zoning. See Exhibit A-Legal Description.

ARTICLE I

LEGAL AUTHORITY

- 1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and New Plymouth City Code.

**ARTICLE II
ROADWAY AND STORM DRAINAGE**

- 2.1 Construction will be in accordance with the concept plan attached hereto as Exhibit B and the construction drawings to be reviewed and approved by the City.

WATER AND SEWER

- 3.1 The Owner shall pay for the service connections for water services and tap into existing sewer services, pursuant to the specifications of the City of New Plymouth. The Owner shall complete the construction of the water service connections and the construction of the sewer service connections before any certificates of occupancy are granted for apartments in the Project. The Owner shall be responsible for 100% of the cost of construction of the water and sewer service connections.
- 3.1.1 The applicant shall relocate the existing ground and telephone lines (if applicable).
- 3.1.2 The applicant shall submit construction drawings for street, drainage, water, sewer, and landscaping improvements to the City with the final plot plan.
- 3.2 No change in the use or restrictions specified in this Agreement shall be allowed or changed without modifications of the Agreement pursuant to the requirements of the New Plymouth City Code. In the event the Owner changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modifications of this Agreement as allowed by the New Plymouth City Code, Developers shall be in default of this Agreement.
- 3.2.1 The Grace Apartments construction will be in accordance with the construction drawings to be reviewed and approved by the city.

**ARTICLE IV
CONDITIONS ON DEVELOPMENT**

- 4.1 The applicant shall construct/provide:
- (a) New Curb, gutter, sidewalk, and half street improvements to centerline, meeting New Plymouth City Standards are required along the frontage on E. Elm St., including across the alley entrance. New ADA pedestrian ramps are required at the corner of E. Elm St. and Holly Ave and at E. Elm St and E. Park Ave. New curb, gutter, sidewalk, and a 5-foot minimum width asphalt patch back are required along the frontage on Holly Ave. and E. Park Ave.
 - (b) The Owner shall meet the off-street parking requirements of NPCC 11-12. Additional off-street parking beyond the required minimum may need to be addressed.
 - (c) Curb, gutter, sidewalk, and half street improvements to centerline, meeting New Plymouth City Standards are required along the frontage of Park Ave only. New five-foot sidewalk improvements along Park Ave, Holly Ave, and E. Elm St including ADA ramps at corner of E. Elm St and Holly Ave and Park Ave and E. Elm St. The development along Holly Ave and E Elm St, will retain and protect existing curb, gutter, and asphalt with minor patching of curb where needed.

- (d) The construction drawings shall show proposed drainage structures and easements.
- (e) The construction drawings shall show the proposed location and width of easements. Easements are needed for the existing gravity irrigation lines shown on Lots 5, 9, and 10 (parcels N540034005A and N5480034009A). If the irrigation is impeding the layout of new buildings, The owner will at his cost relocate the irrigation lines and create new easements for them. Easements are needed at the corner pedestrian ramps, so the sidewalk is entirely within the street right-of-way or sidewalk easement.
- (f) City review of the location, layout, type and size of water mains, sanitary sewer mains and laterals, services, storm sewers, irrigation lines and facilities, culverts and drainage structures, street improvements, utility poles, and any other proposed utilities will be completed following submission of design plans (construction drawings) stamped and signed by an Idaho licensed professional engineer.
- (g) The Owner, or Owner's designated engineering firm, shall provide all testing results to the City of New Plymouth. Those tests shall include subgrade and roadway aggregate base tests, trench compaction tests, water and sewer tests, concrete and pavement tests and others that may be required by the City Engineer. The Owner agrees to allow the city ingress and egress within the development to observe the testing and construction in progress. The Owner shall give the City 24-hour advance notice of any tests which will be performed.
- (h) Weeds shall be kept under 6" height and dust control measures shall be taken to keep dust movement to a minimum on all development lots. These measures shall be in effect both during construction and during periods of inactivity when any lots may be waiting to be developed.
- (i) At all times during the development and in all phases of construction, the Owner shall keep the streets and alley bordering the site clean and open and shall protect storm drains and open streams from infiltration of wastewater contaminants.
- (j) The Owner shall install City approved service lines to serve the lots, along with meter boxes, meter yokes, approved backflow prevention devices and City approved fittings so the City can place the water meters when the appropriate fees are paid at the City Clerk's Office. These fittings and meter boxes shall be marked with a blue post and protected while the developer is maintaining or developing the lot.
- (k) Before any building permits are issued, the Owner shall install the appropriate sewer service lines to the lots. The lines shall be capped to stop any infiltration and a green post placed to mark the end of the service lines.
- (l) All drainage from the development shall be retained within the development. All drainage from the adjacent half of all contiguous streets shall be retained within the limits of the development. Drainage shall not be allowed to flow along the curb onto or in front of adjacent properties.

- (m) The Owner shall install adequately sized on-site storm drainage retention based on at least a 1 hour 50-year storm event. Storm water drainage retention areas shall be maintained and administered by the Owner.
- (n) Fire flow requirements of the local fire authority shall be met.
- (o) The Owner shall install street lighting using metal poles and meeting the City of New Plymouth streetlight standards.
- (p) The Owner shall construct a fence along the north property line of both lots. The fence shall be a six-foot-high solid vinyl fence or a solid wood fence with metal posts.
- (q) The Owner shall reimburse the City for all engineering costs and attorney's fees incurred by the City during the development review process, including but not limited to design review, construction drawings review, drainage plan review, or any other aspect of the development process.
- (r) At the completion of construction, the Owner's project engineer shall submit a certification to the City that the improvements have been constructed in accordance with the approved plans and specifications.
- (s) Joint trench utilities may have additional requirements for easements along the public right of way. Coordination with joint trench shall be the responsibility of the Owner.
- (t) A copy of the construction site runoff control plan or storm water pollution prevention plan (SWPPP) shall be submitted for City records. In addition, the EPA requires that a Notice of Intent Form be filed for projects greater than 1 acre. A copy of this notice shall be forwarded to the City for its records. It is the Owner and project engineer's responsibility to ensure compliance with all permit requirements.

**ARTICLE V
AFFADAVIT OF PROPERTY OWNERS**

- 5.1 The signatures of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and New Plymouth City Code shall be provided and are incorporated into the development agreement.

**ARTICLE VI
DEFAULT**

- 6.1 In the event the Owner, its successors, assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully and materially comply with all the terms and conditions included in this agreement, such failure to

comply will be deemed a default hereunder. In that event, City shall have the following options:

- (a) Enforcement of this Agreement may be sought in an action at law or in equity in Payette County District Court.
- (b) A waiver by City of any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any covenants or conditions.
- (c) Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, by Owner, the parties agree that Owner shall have thirty (30) days after delivery by the City to Owner of written notice of such default to correct the same prior to the City's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period, if Owner shall commence curing the same within the thirty (30) day period and prosecute the curing of same with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same, but in any event not to exceed (6) months; and provided further, however, no default by a subsequent owner of a portion of the property shall constitute a default by Owner for the portion of the property still owned by Owner.
- (d) In the event the performance of any obligation to be performed hereunder by the Owner is delayed for causes that are beyond the reasonable control of the Owner, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.
- (e) In addition to the remedies set forth above, in the event of a default by the Owner or any other party claiming an interest herein, which default is not cured within the applicable cure period after receiving written notice thereof, City may withhold building permits for any remaining units within the Project until such time as the default is cured.

ARTICLE VII UNENFORCEABLE PROVISIONS

- 7.1 If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

ARTICLE VIII ASSIGNMENT AND TRANSFER

- 8.1 After its execution, the Agreement shall be recorded in the office of the County Recorder. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, and shall run with the land. This Agreement shall be binding on the City and the Owner and their respective heirs, administrators, executors, agents, legal

representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided, the purchaser of a legal lot shall not be responsible for the obligations of Owner hereunder. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

ARTICLE IX GENERAL MATTERS

- 9.1 Amendments. Any modification of or change to this Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by New Plymouth City Code.
- 9.2 Paragraph Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 9.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Payette County, Idaho.
- 9.4 In the event that a judicial dispute arises regarding the enforcement or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs reasonably incurred, including fees and costs incurred on appeal.
- 9.5 Except as specifically set forth in this Agreement and the Applications, the ordinances, rules, regulations and official policies governing permitted uses of land, platting requirements, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those ordinances, rules, regulations and official policies in effect as of the effective date of the ordinance effecting the rezone of the property. Provided, however, that the applicable building codes for structures shall be the codes in effect when a complete application for a building permit is filed. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation and/or rezone thereto.
- 9.6 After its execution, this Agreement shall be recorded in the office of the Payette County Recorder, at the expense of the Owner. Each commitment and covenant contained in this Agreement shall constitute a burden on, shall be appurtenant to, and shall run with the Property. This Agreement shall be binding on the City and Owner and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided, each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels or lots within the Property. The Owner shall not be relieved of its responsibilities and duties under this Agreement absent an agreement with the City which designates a

successor to The Owner who accepts such responsibilities and duties as are then remaining.

- 9.7 This Agreement may be modified only by means of a subsequently executed and acknowledged written agreement. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

New Plymouth: City Clerk
 City of New Plymouth
 215 N. Plymouth Ave. PO Box 158
 New Plymouth, Idaho 83655

Owner: Jeff Peck
 3801 Vista Ridge
 New Plymouth, ID 83655

or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective on the day and year first above written.

Jeff Peck

CITY OF NEW PLYMOUTH

By: _____
Jeff Peck

By: _____
LISA BINGGELI, Mayor

ATTEST:

By: _____
MARIANNE GATCHELL, City Clerk

STATE OF IDAHO

County of Payette

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared **JEFF PECK**, the person that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

STATE OF IDAHO,
County of Payette.

On this _____ day of _____, 2024, before me, _____, a Notary Public in and for said State, personally appeared **LISA BINGGELI** and **MARIANNE GATCHELL**, known or identified to me to be the Mayor and the City Clerk of the **City of NEW PLYMOUTH, ID**, respectively, the Idaho municipal corporation that executed the instrument or the person that executed the instrument on of behalf of said municipal corporation, and the person who attested the Mayor’s signature to the instrument, and acknowledged to me that such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

Lots 5, 6, 7 and 8 in Block 34 of the Townplat of New Plymouth, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 38-A, Records of Payette County, Idaho.

ALSO:

Lots 9 and 10 in Block 34 of the Townplat of New Plymouth, according to the official plat thereof, filed in Book 1 of Page(s) 38-A, Records of Payette County, Idaho

deputyclerk@npidaho.com

From: Beau Ziemer <beau@npidaho.com>
Sent: Wednesday, December 27, 2023 10:34 PM
To: deputyclerk@npidaho.com
Cc: Daniel G Chadwick; Andy Gehrke
Subject: Re: Development Agreement/Peck/Grace Apartments

The rezone, if approved needs to be approved contingent upon the development agreement being signed by the owner that is a condition of the rezone and in the process if planning and zoning has any recommendations that they want to make contingent upon the rezone or the council has any recommendations They can do that in the motion they have to understand that. like if they want fence built somewhere or anything like that really anything they can include on their motion we will add that to the development agreement and the zone change never happens unless the development agreement is signed by the owner

The planning and zoning and counsel needs understand that so just like at Harvest creek they don't want to come back six months later and say you know why didn't they build a fence around the storm drain pond or why didn't this part of the curb get fixed or why isn't the parking in the back or whatever detail they want they can vote on it and make it part of the motion to add it to the DA and the zone change is contingent upon their wishes i'm not sure in the past the city council on the Planning and zoning know that they can do that

Sent from my iPhone

On Dec 27, 2023, at 3:59 PM, deputyclerk@npidaho.com wrote:

Hey there Dan & Andy,

I received this back from Grace Apartments. Can you tell me if this is the version that has been revised based on your comments from the first go around? If it is, can you check to see if you both are happy with this, and we can move on to the next step. Which I am assuming is the zone change?

Marianne Gatchell
Deputy Clerk
City of New Plymouth
208-278-5338
deputyclerk@npidaho.com
P.O. Box 158
New Plymouth, ID 83655

<DOC122723-12272023151423.pdf>

deputyclerk@npidaho.com

From: Daniel Chadwick <daniel@chadwickpolicy.com>
Sent: Wednesday, January 3, 2024 4:05 PM
To: Andy Gehrke
Cc: deputyclerk@npidaho.com; Beau Ziemer
Subject: SPAM-MED: Re: Development Agreement/Peck/Grace Apartments

So that you have a written response, I have no legal issues with this agreement and you are welcome to go forward with this agreement.

Dan

On Thu, Dec 28, 2023 at 9:44 AM Andy Gehrke <andyg@hecoengineers.com> wrote:

Marianne and Dan,

I have reviewed the revised Development Agreement that was sent by email yesterday and the comments from my October 25, 2023, review letter have been addressed. From the engineering standpoint, it is ready to move forward to the next steps, which are discussed in City Code 11-22-8. As Beau mentioned and the City Code states, the P&Z Commission may recommend approval or denial and may recommend the addition of conditions, terms, duties or obligations to the Development Agreement. When the City Council considers this, they may approve, deny, or may add conditions, terms, duties or obligations to the Development Agreement.

Let me know if you need a formal letter from me in addition to this email.

Thank you,

Andy Gehrke, PE

Vice President

Licensed in ID, OR

Payette Office

HECO ENGINEERS

Corporate Office: 32 N Main St - Payette, ID 83661

Payette Office

HECO ENGINEERS

Corporate Office: 32 N Main St - Payette, ID 83661

Nampa Office: 5700 E Franklin Rd, Suite 160 - Nampa, ID 83687

Mailing: PO Box 235 - Payette, ID 83661

Phone: 208 642 3304



This communication contains proprietary business information and may contain confidential information. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately destroy, discard, or erase this information and contact the sender.



From: deputyclerk@npidaho.com <deputyclerk@npidaho.com>

Sent: Wednesday, December 27, 2023 4:00 PM

To: Daniel G Chadwick <daniel@chadwickpolicy.com>; Andy Gehrke <andyg@hecoengineers.com>; Beau Ziemer <beau@npidaho.com>

Subject: Development Agreement/Peck/Grace Apartments

Hey there Dan & Andy,

I received this back from Grace Apartments. Can you tell me if this is the version that has been revised based on your comments from the first go around? If it is, can you check to see if you both are happy with this, and we can move on to the next step. Which I am assuming is the zone change?

Marianne Gatchell

HOLLY AV

80

8

NEW PLYMOUTH ORIGINAL [N5480]

5924

ALLEY

80

8

E PARK AVE

80

E E I

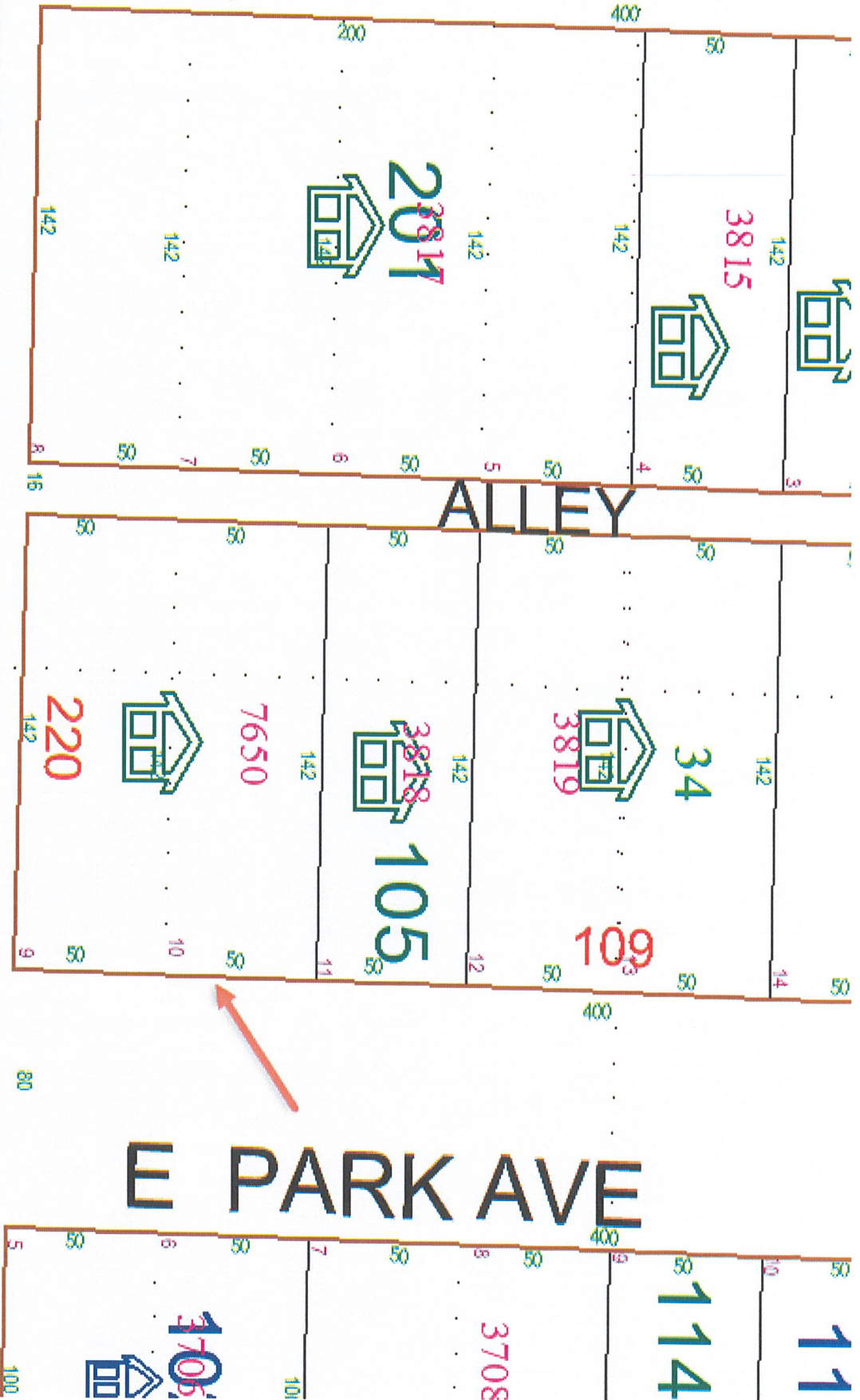


EXHIBIT A

Lots 5, 6, 7 and 8 in Block 34 of the Townplat of New Plymouth, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 38-A, Records of Payette County, Idaho.

ALSO:

Lots 9 and 10 in Block 34 of the Townplat of New Plymouth, according to the official plat thereof, filed in Book 1 of Plats at Page(s) 38-A, Records of Payette County, Idaho.

Payette County, Idaho

generated on 2/14/2023 5:23:30 PM EST

Parcel

Parcel Number	AIN	Situs Address	Current Total Value	Data as of	Assess Year	Pay Year
N5480034009A	0076500000	,	\$0	12/2/2022	2021	2021

Owner Information

Owner	J & K LAND LLC
Owner Address	5935 SE 4TH AVE NEW PLYMOUTH ID 83655
Transfer Date	07/29/2022
Deed Reference	

Location/Description

Tax Authority Group	002-00	Legal Desc.	LOTS 9 & 10, BLK 34 NEW PLYMOUTH ORIG PARKING
Parcel Address	,		
Acreage	.3300		

Parcel Type

Property Class Code	681 Exempt Prop State Statute
Neighborhood Code	99030 602-B Relegious

Assessment Information

	2020	Current Year	2021
Prior Year	2020	Current Year	2021
Appraised Value Land	0	Appraised Value Land	0
Appraised Value Improvements	0	Appraised Value Improvements	0
Total Appraised Value	0	Total Appraised Value	0
Limited (Capped) Appraised Value Total	0	Limited (Capped) Appraised Value Total	0
Exemption Amount	0	Exemption Amount	0
Taxable Value	0	Taxable Value	0
Assessed Value	0	Assessed Value	0
Acres	0.3300	Acres	0.3300



Data Retrieved: 2/14/2023 1:00:29 AM EST

PIN	Alternate ID (AIN)	Property Class
N5480034009A	0076500000	Real Property

Owner Information		
Current Owner	Owner of Record	Lender
J & K LAND LLC 5935 SE 4TH AVE NEW PLYMOUTH ID 83655	FIRST BAPTIST CHURCH OF N P	
Location/Description		
SITUS 0	TAG TAG 002-0000	

Tax Year: 2022		Bill Number: 110098		TaxBillID: 34661100	
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
Inst 1	12/20/2022	\$2.80	\$0.06	\$0.04	\$2.90
Inst 2	6/20/2023	\$2.80	\$0.00	\$0.00	\$2.80
Pay In Full:					\$5.70
Prior Year Taxes Due					
NO DELINQUENT TAXES					

Tax Assessment | Payment History

YearBillNumber

Assessment Information				
Authority	Gross	Credits	Savings	Net Tax
Ambulance - County				
AMBULANCE-COUNTY	0.00	0.00	0.00	0.00
County				
COUNTY-JUSTICE FUND	0.00	0.00	0.00	0.00
COUNTY-DISTRICT COURT	0.00	0.00	0.00	0.00
COUNTY-NOXIOUS WEEDS	0.00	0.00	0.00	0.00
COUNTY-CURRENT EXPENSE	0.00	0.00	0.00	0.00
COUNTY-HISTORICAL SOCIETY	0.00	0.00	0.00	0.00
COUNTY-REVALUATION	0.00	0.00	0.00	0.00
COUNTY-COMP. LIAB. INST.TORT	0.00	0.00	0.00	0.00
COUNTY-HEALTH DISTRICT	0.00	0.00	0.00	0.00
COUNTY-CARE OF POOR	0.00	0.00	0.00	0.00
COUNTY-FAIR & EXHIBITS	0.00	0.00	0.00	0.00
New Plymouth School 372				
NEW PLYMOUTH 372	0.00	0.00	0.00	0.00
New Plymouth Fire				
NEW PLY FIRE OVERRIDE	0.00	0.00	0.00	0.00
NEW PLYMOUTH FIRE	0.00	0.00	0.00	0.00



Data Retrieved: 2/14/2023 1:00:29 AM EST

PIN	Alternate ID (AIN)	Property Class
N5480034009A	0076500000	Real Property

Owner Information		
Current Owner	Owner of Record	Lender
J & K LAND LLC 5935 SE 4TH AVE NEW PLYMOUTH ID 83655	FIRST BAPTIST CHURCH OF N P	
Location/Description		
SITUS	TAG	
0	TAG 002-0000	

Tax Year: 2022		Bill Number: 110098		TaxBillID: 34661100	
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
Inst 1	12/20/2022	\$2.80	\$0.06	\$0.04	\$2.90
Inst 2	6/20/2023	\$2.80	\$0.00	\$0.00	\$2.80
Pay In Full:					\$5.70
Prior Year Taxes Due					
NO DELINQUENT TAXES					

[Tax Assessment | Payment History](#)

Payment Information			
Last Paid	For Year	Amount Paid	Receipt Number
12/9/2021	2021	\$5.40	U21.2516
12/7/2020	2020	\$5.40	U20.1579
12/10/2019	2019	\$5.40	U19.2569...

Payette County, Idaho

generated on 10/28/2022 3:05:02 PM EDT

Parcel

Parcel Number	AIN	Situs Address	Current Total Value	Data as of	Assess Year	Pay Year
N5480034005A	0038170000	201 E ELM ST, New Plymouth	\$0	10/7/2022	2021	2021

Owner Information

Owner	J & K LAND LLC
Owner Address	5935 SE 4TH AVE NEW PLYMOUTH ID 83655
Transfer Date	07/29/2022
Deed Reference	

Location/Description

Tax Authority Group	002-00	Legal Desc.	NEW PLYMOUTH ORIG. LOTS 5 THRU 8, BLK 34 CHURCH
Parcel Address	201 E ELM ST, New Plymouth		
Acreage	.6500		

Parcel Type

Property Class Code	681 Exempt Prop State Statute
Neighborhood Code	99030 602-B Relegious

Assessment Information

	2020	Current Year	2021
Prior Year	2020	Current Year	2021
Appraised Value Land	0	Appraised Value Land	0
Appraised Value Improvements	0	Appraised Value Improvements	0
Total Appraised Value	0	Total Appraised Value	0
Limited (Capped) Appraised Value Total	0	Limited (Capped) Appraised Value Total	0
Exemption Amount	0	Exemption Amount	0
Taxable Value	0	Taxable Value	0
Assessed Value	0	Assessed Value	0
Acres	0.6500	Acres	0.6500



Data Retrieved: 10/24/2022 1:00:36 AM EDT

PIN	Alternate ID (AIN)	Property Class
N5480034005A	0038170000	Real Property

Owner Information		
Current Owner	Owner of Record	Lender
J & K LAND LLC 5935 SE 4TH AVE NEW PLYMOUTH ID 83655	FIRST BAPTIST CHURCH OF N P	
Location/Description		
SITUS	TAG	
201 E ELM ST	TAG 002-0000	

Tax Year: 2021	Bill Number: 102148	TaxBillID: 34638725			
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
Installment Paid					
Prior Year Taxes Due					
NO DELINQUENT TAXES					

Tax Assessment | Payment History

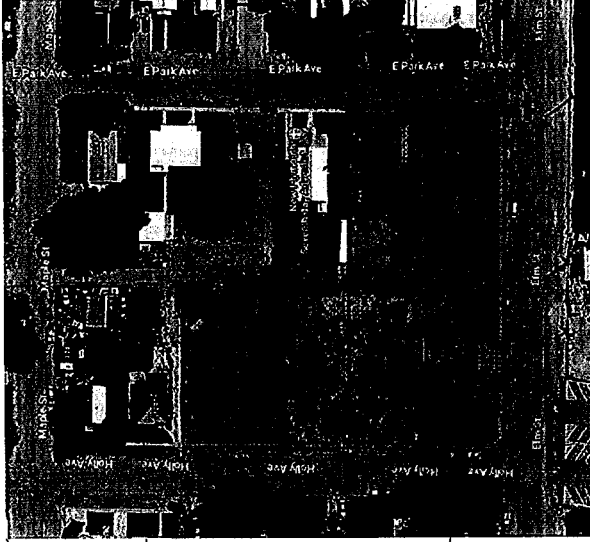
YearBillNumber

Assessment Information				
Authority	Gross	Credits	Savings	Net Tax
Ambulance - County				
AMBULANCE-COUNTY	0.00	0.00	0.00	0.00
County				
COUNTY-REVALUATION	0.00	0.00	0.00	0.00
COUNTY-COMP. LIAB. INST./TORT	0.00	0.00	0.00	0.00
COUNTY-DISTRICT COURT	0.00	0.00	0.00	0.00
COUNTY-HISTORICAL SOCIETY	0.00	0.00	0.00	0.00
COUNTY-JUSTICE FUND	0.00	0.00	0.00	0.00
COUNTY-CURRENT EXPENSE	0.00	0.00	0.00	0.00
COUNTY-NOXIOUS WEEDS	0.00	0.00	0.00	0.00
COUNTY-HEALTH DISTRICT	0.00	0.00	0.00	0.00
COUNTY-FAIR & EXHIBITS	0.00	0.00	0.00	0.00
COUNTY-CARE OF POOR	0.00	0.00	0.00	0.00
New Plymouth School 372				
NEW PLYMOUTH 372	0.00	0.00	0.00	0.00
New Plymouth Fire				
NEW PLYMOUTH FIRE	0.00	0.00	0.00	0.00
NEW PLY FIRE OVERRIDE	0.00	0.00	0.00	0.00
Nw Plymouth City				
NEW PLYMOUTH CITY	0.00	0.00	0.00	0.00

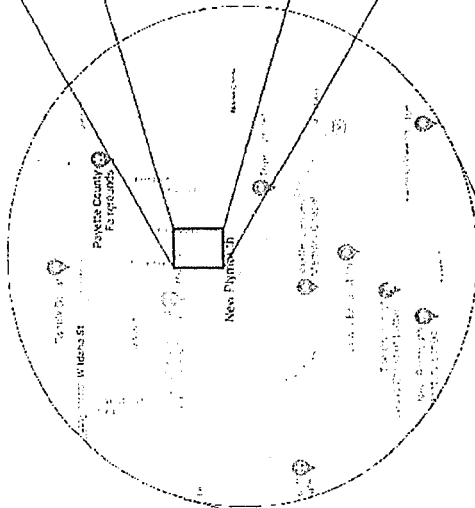
EXHIBIT B

Concept Plan

1
2
3
4
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8



LOTS 5-10 BLOCK 34
NEW PLYMOUTH, ID



2
3
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7
8

R. O. DESIGNS & engineering consulting
13177 Center Street Dr. Coonley, ID 83415

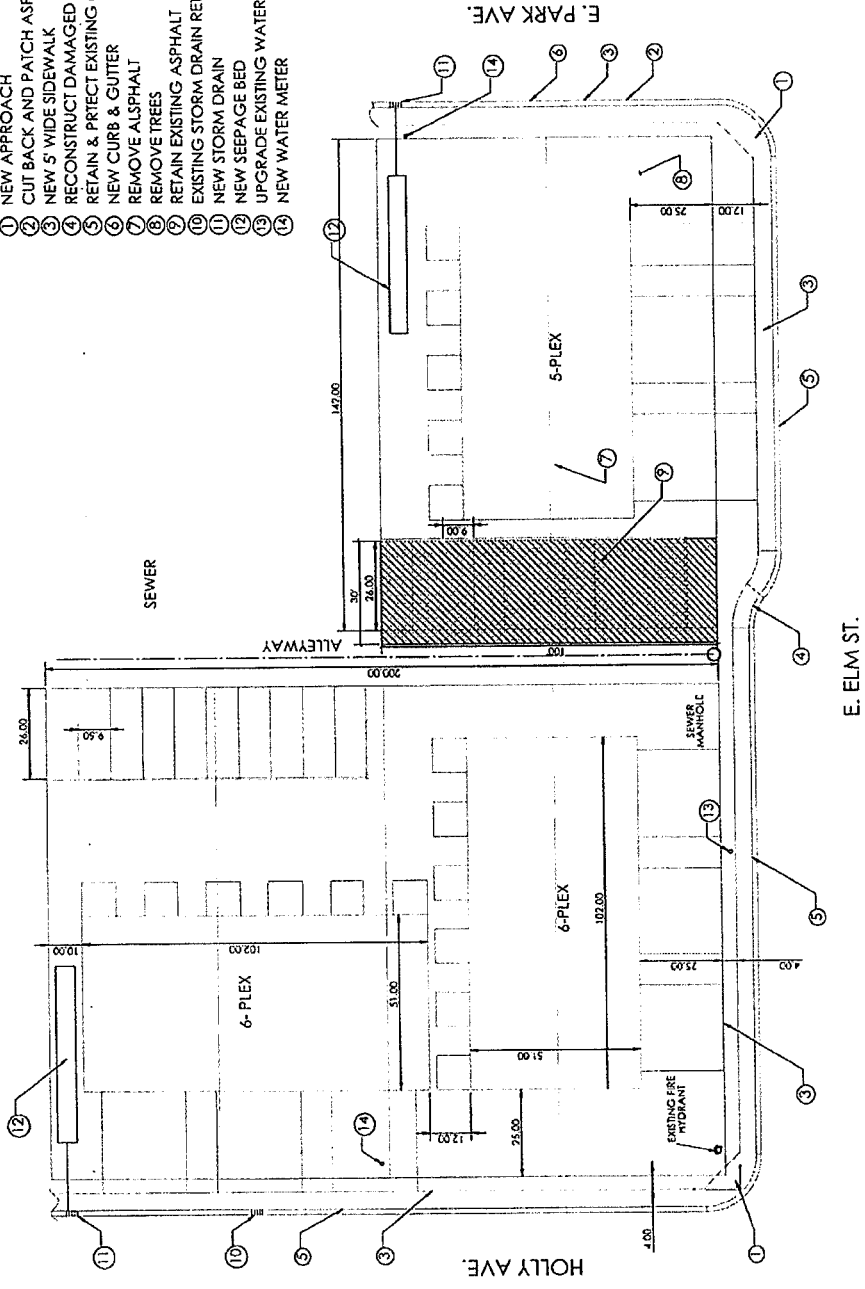
NEW PLYMOUTH APARTMENTS - V2

DATE: 1/17/14
DRAWN BY: R. O. DESIGNS
CHECKED BY: R. O. DESIGNS

BY: R. O. DESIGNS
DATE: 1/17/14
REV: 1.0 SCALE: 1/8" = 1'-0"

1 2 3 4 5 6 7 8

- ① NEW APPROACH
- ② CUT BACK AND PATCH ASPHALT
- ③ NEW 5' WIDE SIDEWALK
- ④ RECONSTRUCT DAMAGED CURB & GUTTER
- ⑤ RETAIN & PROTECT EXISTING CURB & GUTTER
- ⑥ NEW CURB & GUTTER
- ⑦ REMOVE ASPHALT
- ⑧ REMOVE TREES
- ⑨ RETAIN EXISTING ASPHALT
- ⑩ EXISTING STORM DRAIN RETAIN & PROTECT
- ⑪ NEW STORM DRAIN
- ⑫ NEW SEEPAGE BED
- ⑬ UPGRADE EXISTING WATER METER
- ⑭ NEW WATER METER



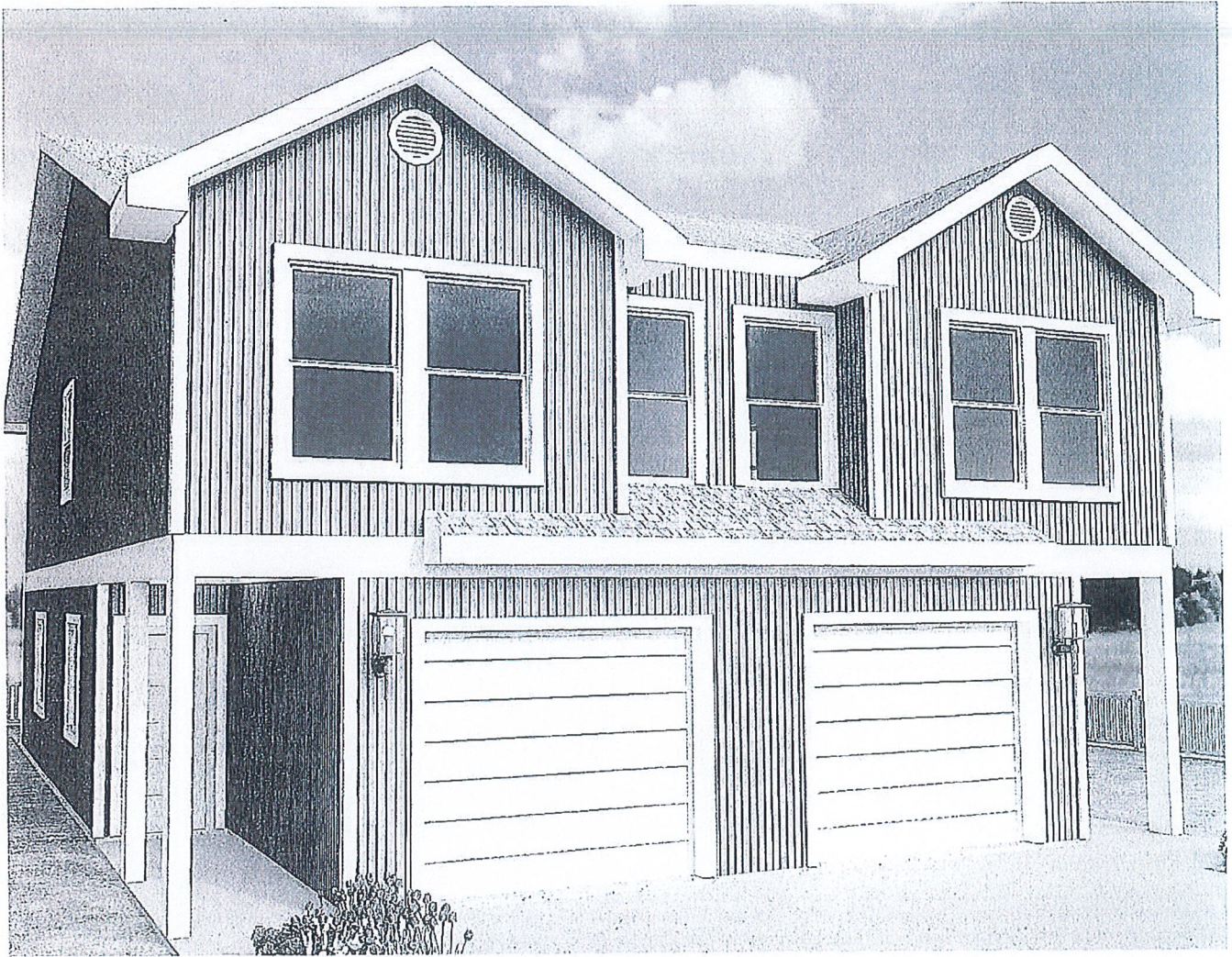
LOTS 5-10 BLOCK 34
NEW PLYMOUTH, ID

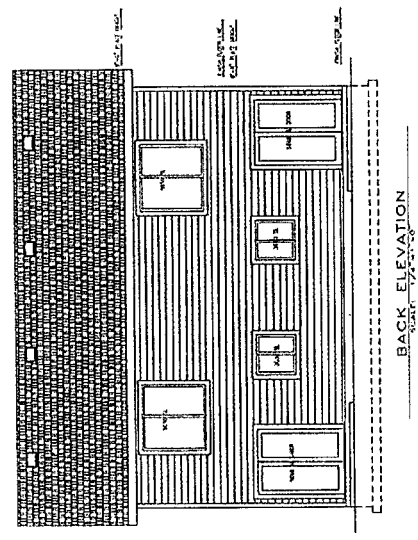
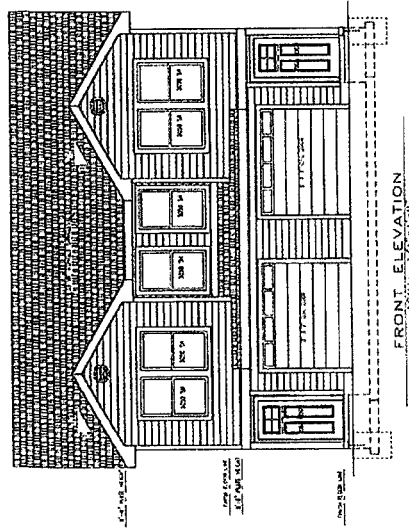
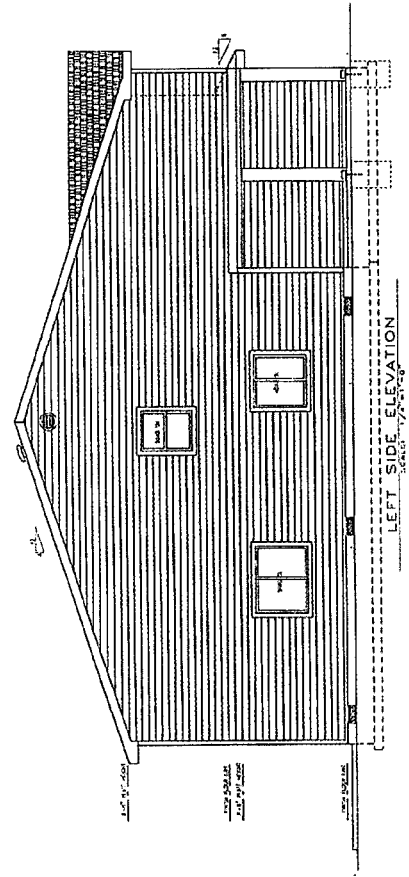
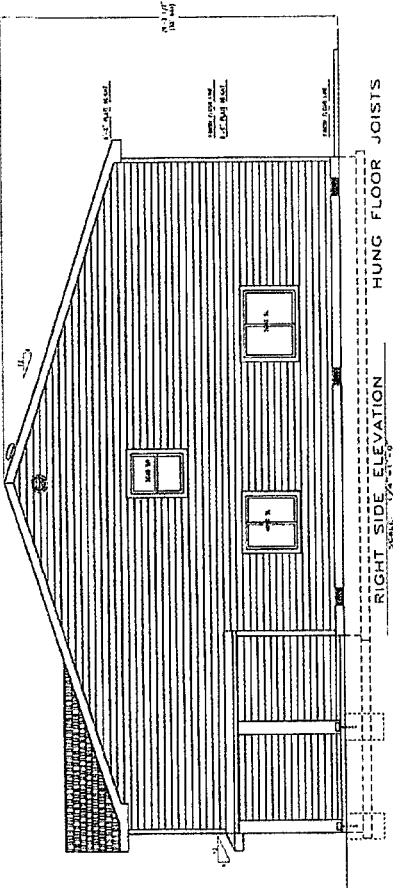
1 2 3 4 5 6 7 8

R. O. DESIGNS & ENGINEERING CONSULTING
 1317 Crane Street St. Albans, VT 05415
 TEL: 802.244.1111
 FAX: 802.244.1112
 WWW: www.rod.com

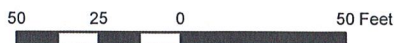
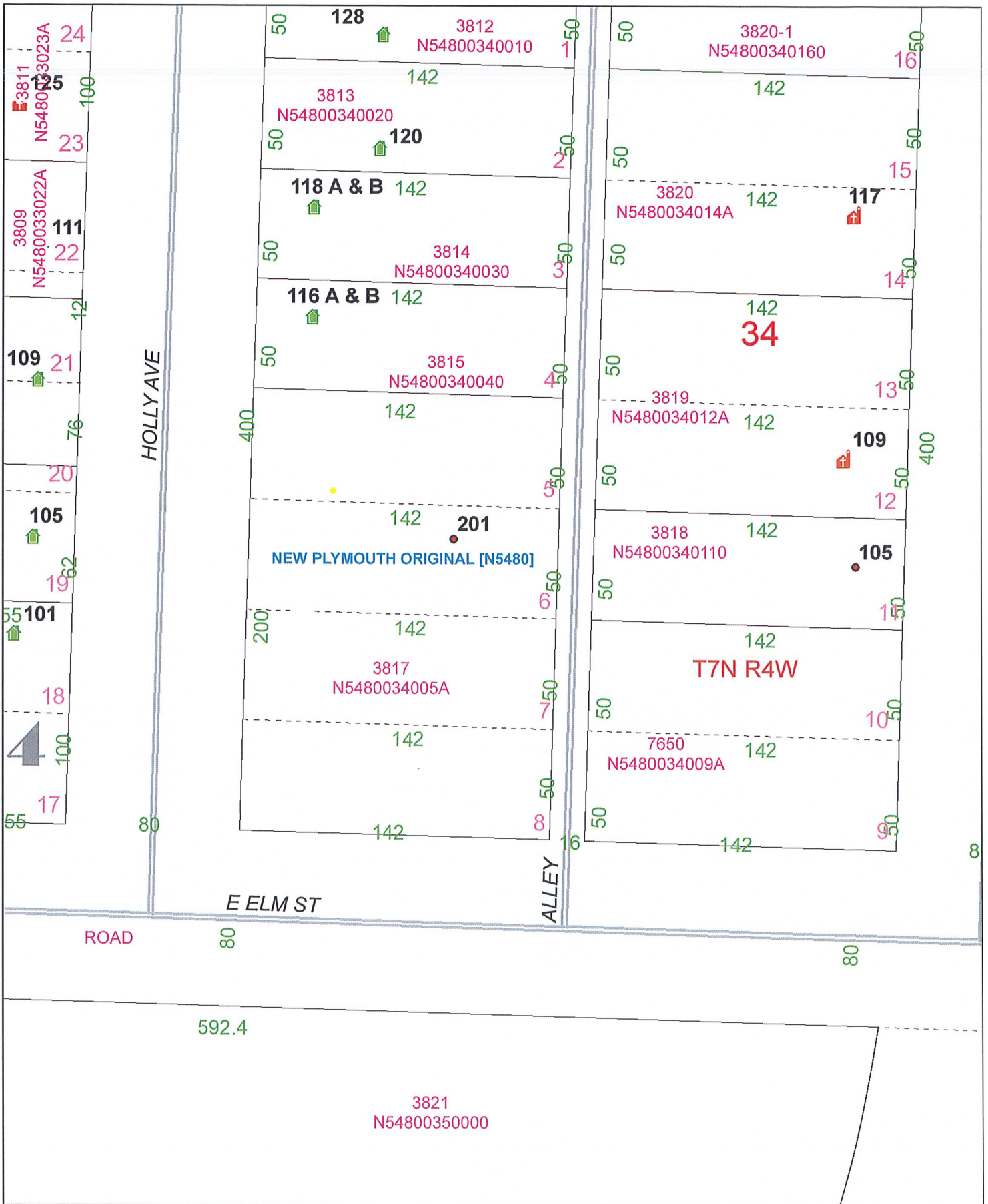
NEW PLYMOUTH APARTMENTS -
 V2
 SHEET NO. RWK005-1
 DATE: 12/14/11

pg 11 of 14





pg 13 of 14



This map was prepared by the Payette County GIS Dept for Assessment purposes only and is not to be considered as a guarantee of the location or dimensions of the parcels represented. Payette County is not responsible for any possible inaccuracies.



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ADMINISTRATIVE INFORMATION

PARCEL NUMBER
N5480034005A
Parent Parcel Number
N5480034005A
Property Address
201 E ELM ST
Neighborhood
99030 602-B Relegious
Property Class
681 681 Exempt Prop State Statute
TAXING DISTRICT INFORMATION
Jurisdiction 38
Area 001
District 002-00

OWNERSHIP

J & K LAND LLC
PO BOX 315
NEW PLYMOUTH, ID 83655
NEW PLYMOUTH ORIG. LOTS 5 THRU 8, BLK 34
CHURCH

TRANSFER OF OWNERSHIP

Date
07/29/2022 Multiple Owners
03/30/2005 Bk/Pg: WD, 446965
FIRST BAPTIST CHURCH OF N P

EXEMPT

VALUATION RECORD

Assessment Year	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023
Reason for Change	01- Revaluat	01- Revaluat	01- Revaluat	01- Revaluat	01- Revaluat	01- Revaluat	01- Revaluat
VALUATION	0	0	0	0	0	0	0
MARKET VALUE	0	0	0	0	0	0	0
	T	0	0	0	0	0	0

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
-or-	-or-	-or-	-or-	Rate	Rate	Value	Factor	
Actual	Effective	Effective	Depth	Square	Feet	Value		
Frontage	Depth	Depth	Frontage	Feet	Feet	Value		
0.6500	1.40	0.00	0.00	0.00	0.00	0.00	0	0

Site Description

Topography:
Public Utilities:
Street or Road:
Neighborhood:
Zoning: 1 Exempt Land
Legal Acres: 0.6500

Supplemental Cards

Supplemental Cards
TRUE TAX VALUE
MEASURED ACREAGE 0.6500
Supplemental Cards
MEASURED ACREAGE 0.6500
Supplemental Cards
TOTAL LAND VALUE
Supplemental Cards
TOTAL LAND VALUE

Multiple Owners
 Bk/Eg: WD, 446965
 FIRST BAPTIST CHURCH OF N P

07/29/2022
 03/30/2005

NEW PLYMOUTH ORIG
 PARKING

LOTS 9 & 10, BLK 34

Property Address
 Neighborhood
 98030 602-B Reiegion

Property Class
 681 Exempt Prop State Statute

TAXING DISTRICT INFORMATION
 Jurisdiction 38
 Area 001
 District 002-00

EXEMPT

VALUATION RECORD

Assessment Year	01/01/2017	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023
Reason for Change	01- Revaluat	01- Revaluat	01- Revaluat	01- Revaluat	01- Revaluat	01- Revaluat	01- Revaluat
VALUATION	0	0	0	0	0	0	0
MARKET VALUE	0	0	0	0	0	0	0
	0	0	0	0	0	0	0

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence
Soil ID	Acreage	Depth	Factor	Rate	Rate	Value	Factor
Actual	Effective	Effective	Depth	Rate	Rate	Value	Factor
Frontage	Frontage	Depth	Square Feet	Rate	Rate	Value	Factor
	0.3300		1.79	0.00	0.00	0.00	0
Land Type	Exempt Land						

Supplemental Cards
 TRUE TAX VALUE
 Supplemental Cards
 TOTAL LAND VALUE

Supplemental Cards
 MEASURED ACREAGE
 Supplemental Cards
 TRUE TAX VALUE

Supplemental Cards
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 Supplemental Cards
 TRUE TAX VALUE

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 TRUE TAX VALUE