



AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday September 20, 2023

Time: 5:30 p.m.

Location: **City Hall Council Chambers – 1103 W Main Street**

Call-to-order, Roll Call, Pledge of Allegiance, Invocation:

Action Item:

- A. Approve Agenda

Information Item:

- a. School student crossing options at Mill Creek and Heights Elementary Schools; 9th Street barrier. – Mr. Van Gilder
- b. Sidewalks at Hartley and Willis. – Ms. Crofts
- c. Proposed City Council Comprehensive Plan Workshop October 18, 2023, 4:00-5:15 p.m. – Ms. Crofts

Action Items:

1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for City Council September 6, 2023, Regular meeting.
 - b. Consider ratifying payroll for September 8, 2023, in the amount of \$99,687.95.
 - c. Consider approving accounts payable through September 8, 2023, in the amount of \$625,082.60.
 - d. Consider authorizing the Mayor to approve the purchase of meter replacement components from Zenner as described in their quote dated 9/13/2023 in the amount not to exceed \$25,942.51. – Mr. Van Gilder
2. Consider authorizing the Mayor to amend the City's On-Call Professional Service Roster to include the following firm: Contract Land Services, LLC. – Mr. Van Gilder
3. Consider authorizing the Mayor to execute a Task Order with Ardurra Group, Inc. (formerly T-O Engineering) to conduct seepage testing of the City's UV Lagoon in a lump sum not to exceed \$13,500. – Mr. Van Gilder
4. Consider authorizing the purchase of two new police vehicles in the amount not to exceed \$122,170. – Chief Smith
5. Consider authorizing the Mayor to purchase equipment necessary to install flashing beacons at the crosswalk adjacent to Mill Creek Elementary in the amount not to exceed \$11,001.28 as described in TrafficCalm's quote #13705TC dated September 11, 2023; and to purchase equipment necessary to install flashing beacons at the crosswalk adjacent to Middleton Heights Elementary in the amount not to exceed \$8,219.72 as described in TrafficCalm's quote #13709TC dated September 11, 2023. – Mr. Van Gilder

6. **Public Hearing.** Consider approving the applications by Patrick Connor/Hubble Homes for preliminary plat and Comprehensive Plan map amendment with respect to the Crossing South Subdivision located at 0 Purple Sage (Tax Parcel No. R37581012B0). Ms. Stewart
7. **Public Hearing:** Consider approving an application by Joe Austin and Mark Butler for amended preliminary plat and development agreement modification with respect to the Willow Wood Estates Subdivision located at 0 Cemetery Road (Tax Parcel Nos. R37579001, R37579011A1 and R37579011). – Ms. Stewart
8. Tabled from 9-6-2023 meeting -Consider approving Resolution No. 486-23: A RESOLUTION OF THE MIDDLETON CITY COUNCIL, PURSUANT TO IDAHO CODE § 50-2015(a) AND (b), AUTHORIZING EXECUTION AND DELIVERY OF A WARRANTY DEED FOR THE TRANSFER OF REAL PROPERTY HEREINAFTER DESCRIBED FROM THE CITY OF MIDDLETON, IDAHO, AN IDAHO MUNICIPAL CORPORATION, TO THE MIDDLETON URBAN RENEWAL AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, ORGANIZED AND EXISTING PURSUANT TO THE IDAHO URBAN RENEWAL LAW, CHAPTER 20, TITLE 50, IDAHO CODE. – City Attorney
9. **Public Hearing:** Public testimony to consider the potential transfer of real property by exchange. The real property is commonly known as: A portion of Legal Description Tract #3, as described in Quitclaim Deed Instrument no. 200146892, records of Canyon County, Idaho, located in the SE ¼ of the NE ¼ of Section 7, Township 4 North, Range 2 West, Boise, Meridian, City of Middleton, Canyon Count, Idaho. – Mayor Rule
10. Consider approving Resolution No. 487-23: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO AUTHORIZING THE MAYOR TO ENTER INTO THAT CERTAIN PROPERTY EXCHANGE AGREEMENT FOR THE EXCHANGE OF CERTAIN REAL PROPERTY IN THE CITY OF MIDDLETON. – Mayor Rule
11. Consider authorizing the Mayor to approve FY2024 ANIMAL SHELTERING AGREEMENT BY AND BETWEEN CITY OF MIDDLETON AND IDAHO HUMANE SOCIETY – Chief Smith
12. Consider approving Resolution No. 488-23: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO AUTHORIZING THAT CERTAIN REAL PROPERTY, COMMONLY KNOWN AS PARCEL #R33898010A0, MIDDLETON, IDAHO, BE DECLARED AS SURPLUS PROPERTY, DECLARING AN INTENT TO CONVEY, EXCHANGE OR OFFER FOR SALE SAID PROPERTY, AND TO DECLARE THE VALUE OR MINIMUM PRICE THE CITY INTENDS TO RECEIVE AS A RESULT OF SUCH CONVEYANCE. – Ms. Crofts

Public Comments:

Mayor, and Council Comments:

Adjourn:

Posted by:


Jennica Reynolds, Deputy Clerk

Date: September 18, 2023, 2:00 p.m.

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

**MIDDLETON CITY COUNCIL
SEPTEMBER 6, 2023**

The Middleton City Council Meeting was called to order on September 6, 2023, at 5:33 p.m. by Council President Kiser.

Roll Call:

City Council: Council President Kiser and Council Members Huggins, Murray and O'Meara were all present.

City Attorney Mr. Hilty, City Administrator Ms. Crofts, Public Works Director Mr. Van Gilder, City Engineer Ms. Woodruff, Treasurer Ms. Miles, and Deputy Clerk Ms. Reynolds were present.

Pledge of Allegiance, Invocation: Jim Taylor

Action Items

A. Approve Agenda

Motion: Motion by President Kiser to approve the Agenda posted September 1, 2023, 4:30 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

Information Item:

- 1. Ridleys Parking lot. – Ms. Crofts**
- 2. Progress on Riverwalk Park – Ms. Crofts**

Ms. Crofts explained these items were left over from the last meeting agenda. There is nothing new to present to the Council.

Action Item:

- 1. Consent Agenda (items of routine administrative business)**
 - a. Consider approving minutes for City Council August 16, 2023, Regular meeting.**
 - b. Consider ratifying payroll for August 25, 2023, in the amount of \$142,650.17.**
 - c. Consider approving accounts payable through August 25, 2023, in the amount of \$536,794.63**

President Kiser called the item and briefly reviewed the accounts payable with the Council.

Motion: Motion by President Kiser to approve Consent Agenda Items 1 a, b & c. Motion seconded by Council Member O'Meara and approved unanimously.

2. Consider approving Special Event Permit for Middleton High School Homecoming Parade, September 21, 2023. – Ms. Betzold

President Kiser called the item Ms. Crofts explained the request in Ms. Betzold's absence. She explained the route could possibly change if the construction on N. Middleton Rd is not completed in time. The school is requesting the fee be waived.

Motion: Motion by President Kiser to approve a Special Event Permit for Middleton High School Homecoming Parade, September 21, 2023 and to waive the fee. Motion seconded by Council Member O'Meara and approved unanimously.

3. Treasurer's report to council. - Ms. Miles

President Kiser called the item and Ms. Miles gave a treasurer's report.

4. Consider Mayor's recommendation to appoint Dr. Trent Saxton to the Middleton Library Board. – Ms. Crofts

President Kiser called the item and Ms. Crofts introduced Dr. Trent Saxton. Dr. Saxton then addressed the Council. He has worked for many years in public service and looks forward to serving on the Library Board.

Motion: Motion by Council President Kiser to approve Mayor's recommendation to appoint Dr. Trent Saxton to the Middleton Library Board. Motion seconded by Council Member O'Meara and approved unanimously.

5. Consider authorizing the Mayor to approve service contract with RM Mechanical not to exceed the amount of \$6,824. – Ms. Crofts

President Kiser called the item and Ms. Crofts explained this the quarterly service contract with RM Mechanical with the amount paid annually.

Motion: Motion by President Kiser to approve service contract with RM Mechanical not to exceed the amount of \$6,824. Motion seconded by Council Member O'Meara and approved unanimously.

6. Consider approving the final plat for Phase 7 of the Falcon Valley Subdivision. - Ms. Woodruff

President Kiser called the item and City Engineer Ms. Woodruff presented the final plat of Falcon Valley Phase 7. She answered questions from Council regarding road access and the booster pump station.

Motion: Motion by President Kiser to approve the final plat for Phase 7 of the Falcon Valley Subdivision. Motion seconded by Council Member O'Meara and approved unanimously.

7. Consider approving the final plat for Phase 7 of Stonehaven Subdivision. – Ms. Woodruff.

President Kiser called the item and City Engineer presented the final plat of Stonehaven Phase 7. She answered questions from Council regarding the access to the nature park that will be built in Stonehaven Phase 8.

Council Member Murray recused himself because he lives in the Stonehaven Subdivision.

Motion: Motion by President Kiser to approve the final plat for Phase 7 of Stonehaven Subdivision Motion seconded by Council Member O'Meara and approved unanimously.

8. Consider authorizing the Mayor to execute a contract with Knife River Corporation – Mountain West for paving of the portion of S. Dewey Avenue damaged by a

water main leak in the amount not to exceed \$9,970.50. – Mr. Van Gilder

President Kiser called the item and Mr. Van Gilder explained the contract.

Motion: Motion by President Kiser authorizing the Mayor to execute a contract with Knife River Corporation – Mountain West for paving of the portion of S. Dewey Avenue damaged by a water main leak in the amount not to exceed \$9,970.50. Motion seconded by Council Member O'Meara and approved unanimously.

9. Consider authorizing the Mayor to accept the quote from Integrity Pump Solutions, Inc for the purchase of a replacement sewage pump for Middleton Park Place Lift Station in the amount not to exceed \$6,625.66. – Mr. Van Gilder

President Kiser called the item and Mr. Van Gilder explained the request.

Motion: Motion by President Kiser authorizing the Mayor to accept the quote from Integrity Pump Solutions, Inc for the purchase of a replacement sewage pump for Middleton Park Place Lift Station in the amount not to exceed \$6,625.66. Motion seconded by Council Member O'Meara and approved unanimously.

10. Consider authoring the Mayor to execute Task Order 5 with Precision Engineering, Inc. for the design of the 9th street road and sidewalk connection immediately west of Cemetery Road in the amount not to exceed \$55,463.00. – Mr. Van Gilder

President Kiser called the item and Mr. Van Gilder explained that last council meeting he misspoke when he stated that the sidewalk had been designed for the road. He has since spoken to the engineer who informed him the design needed to be completed. This request is for the entire road design adjacent to the sidewalk to be completed.

Mr. Van Gilder answered Council questions.

Motion: Motion by President Kiser authorizing the Mayor to execute Task Order 5 with Precision Engineering, Inc. for the design of the 9th street road and sidewalk connection immediately west of Cemetery Road in the amount not to exceed \$55,463.00. Motion seconded by Council Member O'Meara

President Kiser called a brief recess at 6:07 p.m. and the meeting resumed at 6:12 p.m.

11. Consider approving Resolution No. 486-23: A RESOLUTION OF THE MIDDLETON CITY COUNCIL, PURSUANT TO IDAHO CODE § 50-2015(a) AND (b), AUTHORIZING EXECUTION AND DELIVERY OF A WARRANTY DEED FOR THE TRANSFER OF REAL PROPERTY HEREINAFTER DESCRIBED FROM THE CITY OF MIDDLETON, IDAHO, AN IDAHO MUNICIPAL CORPORATION, TO THE MIDDLETON URBAN RENEWAL AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, ORGANIZED AND EXISTING PURSUANT TO THE IDAHO URBAN RENEWAL LAW, CHAPTER 20, TITLE 50, IDAHO CODE. – Mr. Hilty

President Kiser called the item and City Attorney Mr. Hilty explained the resolution and decisions before Council to consider the transfer of property to the Middleton

Urban Renewal Agency (MURA) also referred to as the Urban Renewal District (URD).

Mr. Hilty described the property and location. The property is about 20 acres in size and located south of the Mill Slough. Mr. Hilty explained the transfer options available to Council and discussed how the URD would use the property for Redevelopment to be a catalyst for economic growth in that area.

The land was originally purchased in 2016 with funds from the sewer fund for \$242K for three possible uses: 1. Land application for treated wastewater, 2. A park for recreation and 3. Right of Way possibly needed for a future road. All three of those uses for the land are no longer part of the city's future plans. If approved the land would be transferred to the Urban Renewal Agency. The Agency would then send out Request for Proposals (RFP) to the development community. After the RFP's are received the Agency would select the private developer and their plan. Following the selection there is a contracting process in which the developer commits to build what they submitted in the RFP. The state statute gives the Agency mechanisms to ensure the developer is held to a reasonable timeframe for the development.

Regarding the terms of the Resolution, this is not a transfer with zero strings attached. The resolution conditions provide the following terms:

- a. Agency shall seek private development of the Property, alone or in conjunction with adjoining property, pursuant to a request for proposals process as outlined in Idaho Code 50-201 I(b).
- b. Agency may, in its discretion, sell the Property for no less than its reuse appraisal value provided that prior to, or at the time of closing on the Property from the Agency to the selected proposer, Agency shall pay to City Three Hundred Eighty-Seven Thousand, Seven Hundred Eighty-Three and 45/100 (\$387,783.45), plus interest thereon commencing September 1, 2023 until closing at the same rate paid on funds invested in the Idaho Local Government Investment Pool, for the conveyance of the Property from the City to the Agency.
- c. The Mayor is authorized to execute and deliver the fully executed Warranty Deed upon payment, or arrangements for payment out of an authorized escrow, of the sum set forth in the preceding paragraph.

Regarding b. above, Mr. Hilty has counseled the city that the sewer fund needs to be reimbursed. He suggested that the Agency should have to pay the original cost of the property purchased plus the interest that would have been received were those funds held in the LGIP, bringing the amount today to about \$387,783. Until the Agency has paid for the property in full the city interest will continue to accrue.

The property in question is only the 20 acres south of the Mill Slough and does not include any of the land to the west of the Mill Slough.

Discussion by Council regarding changes to the terms and conditions of the Resolution.

Both President Kiser and Council Member Huggins sit on the Middleton Urban Renewal Agency board. Council discussed the benefits of long term development of this property, verses an immediate payout. The City will still be involved in the approval of the development. Applications will still need to be filed with the City and go before the Planning & Zoning Commission and City Council. Additional terms below were discussed.

- A timeline of 10 years be added so that if the Agency doesn't move on this project and the ground is still bare after 10 years the property goes back to the ownership of the City.
- Additional interest above the LGIP average be added to accrue until the Urban Renewal Agency has paid for the property in full.

Motion: Motion by President Kiser to table Resolution 486-23 to the next regularly scheduled meeting. Motion seconded by Council Member O'Meara and approved unanimously.

12. Consider authorizing the Mayor to approve the Professional Planning Service Agreement between Downtown Redevelopment Services, LLC and the City of Middleton in the amount not to exceed \$110,000.

President Kiser called the item and Ms. Crofts explained the contract and a brief timeline of Downtown Redevelopment Services LLC Comprehensive Plan update strategy.

Motion: Motion by President Kiser to authorize the Mayor to approve the Professional Planning Service Agreement between Downtown Redevelopment Services, LLC and the City of Middleton in the amount not to exceed \$110,000. Motion seconded by Council Member O'Meara and approved unanimously.

13. Consider approving Amended and Restated Resolution No. 485-23: AN AMENDED AND RESTATED RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO SETTING FORTH THE FORM OF BALLOT OF THE REFERENDUM OCCURRING AT THE UPCOMING GENERAL ELECTION CONCERNING LIQUOR BY THE DRINK. – Ms. Crofts

President Kiser called the item and Ms. Crofts asked explained the need to amend the resolution for ballot language.

Motion: Motion by President Kiser to approve the Amended and Restated Resolution No. 485-23: AN AMENDED AND RESTATED RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO SETTING FORTH THE FORM OF BALLOT OF THE REFERENDUM OCCURRING AT THE UPCOMING GENERAL ELECTION CONCERNING LIQUOR BY THE DRINK. Motion seconded by Council Member O'Meara and approved unanimously.

Public Comments:

Jim Taylor: Would like city to charge for the RV dump. He also mentioned there are two people on the URD that sit on City Council. He is not sure if this is a good idea.

Mike Graefe: Congratulations on fixing the road at Hartley and Willis, but the sidewalks were left undone. He is also concerned that the sidewalk at 9th Street and Hartley just ends and is unsafe.

Janet Gibson: She is concerned that the road barrier at 9th Street is a traffic hazard. She thanked Council for tabling the Resolution that required more brainstorming. She believes this is a practice that should be followed in the future.

Mayor, Staff and Council Comments:

Council Member O'Meara: Even though he is no longer the Executive Director of the GMPRD, he would still like to remain the liaison for Council and the Rec District.

Council Member Murray: Asked city staff to look into the cost of installing crossing lights for students at Mill Creek and Heights Elementary schools.

Motion: Motion by President Kiser to go into Executive Session pursuant to Idaho Code and possible decision(s) to follow: 74-206(1)(c) Land acquisition. Motion seconded by Council Member O'Meara and approved unanimously by Roll Call Vote.

Kiser – Yes, Huggins – Yes, Murray – Yes, O'Meara – Yes.

Executive Session entered at 7:17 p.m.

Discussion was had, no decisions were made.

Executive Session concluded at 7:45 p.m.

No additional comments by Council or Staff

Adjourn: President Kiser adjourned the meeting at 7:46 p.m.

ATTEST:

Rob Kiser, Council President

Jennica Reynolds, Deputy Clerk
Minutes Approved: September 20, 2023



Public Comment Sign In

City Council - September 6, 2023

	Name	Address	Phone or Email	Topic/Agenda Item #
1	Jim Taylor	1052 Triumph Drive	208-602-8994	
2	MIKE GRABBE	1889 RIDGE WAY	208-577-6227	
3	Carol Gibson	on file		
4				
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8				
9				
10				



Customer Name: Middleton, City of
Billing Address: 1103 W. Main St.
City/State/Zip: Middleton, ID 83644
Shipping Name: Middleton, City of
Shipping Address: 786 Wiffin Ln
City/State/Zip: Middleton, ID 83644
Email: jgordon@middletoncity.com
Phone: (208) 585-3133

Salesman: Mike Medici
Attn: Jeremy Hammor
Subject:
PO:
Ship VIA:
FFA:

Sales Quote

Version 2.4.2

Date: 9/13/2023

Accept Partial Shipments:

Section	Meter Type	Meter Size	Register Units	Register Options	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
1.1	Zenner Ultrasonic Residential (ZSUR)	1-1/2" FLG (09)	USG (US)	NDC Cable (N)	7	\$199.33	\$1,395.31		
Misc.	FL-KIT-NBG-015-OVAL-SS				14	\$6.30	\$88.20		

Section	Register/ETR Options	Register Shroud	Register Lid	Bottom Type	Part Number	Notes
1.1	NDC - 15' Bare wire (E180)				ZSUR09US-N-E180	Programm to 10 US Gal.

Section	Fire Hydrant Meter	Handle Options	Registration	Inlet Connection	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
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Section	Outlet Connection	FHM Add-ons	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
2	Flanges/Gaskets/Bolts/Kits				\$0.00	\$0.00	
3	Radio Interface Units				\$22,500.00	\$0.00	
3.1	Stealth 2 w/5' Bare Wire (ST2BW) "Stealth 2 Bare Wire"	PHY B4D2B4D2	300	\$75.00	\$22,500.00		
4	Handheld / Cradle / Accessories				\$0.00	\$0.00	
5	Stealth AMI System Hardware and Infrastructure				\$0.00	\$0.00	
6	Software				\$0.00	\$0.00	
7	Project Management Installation/Training				\$0.00	\$0.00	
8	Accessories and other items				\$1,959.00	\$0.00	
8.1	Stealth Short Lid Lock with Extension (S-LID/LOCK-SHORT-EXT)		300	\$4.50	\$1,350.00		
8.2	Stealth pit install kit (S-PIT-INSTALLKIT)		300	\$2.03	\$609.00		
9	Hydrant Meter Accessories				\$0.00	\$0.00	
Total System Cost and Annual Maintenance					\$25,942.51	\$0.00	



City of Middleton

1103 W. Main, Middleton, ID 83644
208-585-3133 www.middletoncity.com

On-Call Professional Services Task Order

Consultant Name:	Ardurra Group, Inc. (Formerly T-O Engineering)
Task Order Number:	T-O #4
Project Number:	Wastewater Treatment Plant Seepage Test – P23-22
Scope of work:	Conduct seepage testing of the City's WWTP UV Equalization Lagoon as described in Ardurra Group, Inc.'s scope of work dated September 14, 2023.
Budget for Services:	Lump Sum Amount of \$13,500
Schedule:	Work to be completed as described in the scope of work.
Budget Code:	61-435-430 Professional Fees Engineer
Primary City Contact:	Jason Van Gilder, Public Works Director

Consultant Acceptance		
Title	Name	Date
Authorization (<i>Mayor's signature required only for tasks in excess of \$4,999</i>)		
Title	Signature	Date
City Administrator:		
Treasurer:		
Mayor:		

SCOPE OF WORK
City of Middleton, EQ Seepage Test
September 14, 2023

DETAILED SCOPE OF WORK

Project Name:

2023 Middleton Wastewater Treatment Plant EQ Seepage Test

Consultant Company Address:

Ardurra Group, Inc.
332 Broadmore Way,
Nampa, Idaho 83687

Consultant Project Manager/Contact Information:

Levi Howell, PE, 208-442-6300

Contract Amount:

\$ 13,500(Lump Sum)

Duration:

September 2023 – November 2023

Project Understanding

The City of Middleton has requested a seepage test for the equalization covered lagoon at the wastewater treatment plant. The equalization lagoon is regularly discharged to from the SBR. In order to conduct the seepage test, the lagoon will need to be isolated. Ardurra will assist in determining how to isolate the equalization lagoon while ensuring continued plant operation. The seepage test will follow Idaho Department of Environmental Quality (IDEQ) and Idaho Administrative Act Code (IDAPA) standards. The seepage test will require a procedure report, By-pass of the EQ Lagoon, physical testing with an evaporation pan as a control, and a findings report submitted to IDEQ.

This scope assumes Middleton staff will assist in the testing by taking daily pictures for the duration of the physical testing.

General Assumptions:

- A. Middleton staff will assist in gathering data for the test including daily observations and picture taking.
- B. As-built information of the lagoon will be provided.
- C. Lagoon will be isolated for the duration of the test.
- D. Lagoons will be filled to operating capacity. Valves for lagoons are in good working order and operated by the lagoon owner. All means of isolating the lagoon(s) such as working valves, operating pumps, etc., is the responsibility of the lagoon owner.
- E. Fresh water is provided at lagoon site for filling evaporation pan and washing equipment.
- F. Ground water monitoring is to be monitored by lagoon owner or representative.

SCOPE OF WORK
City of Middleton, EQ Seepage Test
September 14, 2023

- G. CONSULTANT does not guarantee passing results of the seepage test. Additional scope will be added if additional testing is requested by the client.
- H. This scope does not include unanticipated events that may result in an additional test setup; including but not limited to extreme weather, precipitation, high winds, frost, errors due to personnel intervention, or vandalism. If such events occur additional scope and fee will be required.
- I. This scope does not include any construction or observation of modifications to the SBR. It is assumed that Middleton staff will acquire a contractor to complete the installation of valves, pumps, and control panels.

Scope of Work Services:

1. SEEPAGE TEST

- 1.1 Procedure Report – CONSULTANT will provide approving agencies and Middleton with a procedure report prior to beginning the test. IDEQ will need to approve the report prior to commencing physical testing. Report will be based upon the minimum requirements established in IDAPA 58.01.16.
- 1.2 EQ By-Pass Analysis – CONSULTANT will work with staff to analyze the SBR and give a recommendation on how to bypass the EQ lagoon and utilize the second SBR for decant water storage. Modifications to the plant and installation of pumps will be completed by city staff and contractors hired by the city.
- 1.3 Testing – CONSULTANT will perform a seepage test of the equalization covered lagoon in accordance with minimum DEQ standards established in IDAPA 58.01.16. A minimum of 5 (five) days of data is required for quality assurance. Only 1 (one) setup is included in this scope. Ardurra will visit the site 2 (two) times to observe testing. Scope assumes that on-site personnel will protect the testing equipment from tampering, provide daily observations with an accompanying photograph, and be available as needed to discuss the test with Ardurra. Scope assumes fresh water is provided at lagoon site for filling evaporation pan and washing equipment.
- 1.4 Final Report – CONSULTANT will create a final report for the results of the seepage test and submit it to the City for review. Once comments are addressed Ardurra will submit the results report to IDEQ. One review with final comments by the City and one review by IDEQ is included in this scope.

SCOPE OF WORK
City of Middleton, EQ Seepage Test
September 14, 2023

Project Schedule

This schedule is assuming favorable weather at the time of testing and procedure report approval from IDEQ. Rain, freezing temperatures, or excessive wind will extend the setups until adequate data is gathered. Retesting due to weather or factors out of the control of Ardurra will extend the schedule and may be billed as an additional service on a Time and Materials Basis.

Procedure Report	2 weeks after bid award
DEQ Review*	2 weeks
Seepage test	2 weeks
DEQ Review*	2 weeks
Final Report	3 weeks
* Assumed timeline based upon IDEQ review & approval	

Cost of Services:

Services will be billed on a Lump Sum basis in accordance with the following estimate.

1.0 Seepage Test	
1.1 Procedure Report	\$ 2,000.00
1.2 EQ By-pass Analysis	\$ 3,500.00
1.3 Testing	\$ 5,500.00
1.4 Final Report	\$ 2,500.00

Total: \$ 13,500.00

Services for additional testing or unanticipated test setup will be billed on a Time and Material Basis with prior approval from owner.



ERS
Emergency Responder Services, Inc
1204 6th St North
Nampa, Idaho 83687

Invoice

Date	Invoice #
9/12/2023	23-261 ID

Thank you for your business!
To see more ways we can serve
you, please visit our website:
www.ERSINC-NW.COM

Bill To:

MIDDLETON POLICE DEPARTMENT
1103 W. MAIN ST
MIDDLETON, ID 83644

Terms
Net 30

Customer Reference #	Due Date
	10/12/2023

Item	Description	Qty	Rate	Amount
	2023 DODGE DURANGO PATROL			
VEHICLE	2023 DODGE DURANGO PPV, V6 BLACK	1	40,827.00	40,827.00
BK2019DUR21	FRONT OF VEHICLE SETINA PB450L4 PUSH BUMPER WITH (2) FORWARD FACING WHELEN LIGHTS AND (2) SIDE FACING WHELEN DUO LIGHTS. FOR THE DODGE DURANGO 2021+	1	999.00	999.00
FK0400DUR21	SETINA PB5 FENDER WRAPS. 2021+ DODGE DURANGO	1	519.00	519.00
SA315P	WHELEN SIREN SPEAKER, 100W, NYLON COMPOSITE	2	265.00	530.00
SAK1	WHELEN HEAVY DUTY UNIVERSAL "L" MOUNTING BRACKET FOR SIREN SPEAKER	2	24.00	48.00
CHWLUNI	WHELEN WCX HOWLER LOW FREQUENCY TONE SIREN. SIREN AMPLIFIER AND ONE SPEAKER. INCLUDES UNIVERSAL MOUNTING BRACKETS	1	460.00	460.00
RB-DUR19	FEDERAL SIGNAL RUMBLER BRACKET FOR 2019-2020 DODGE DURANGO..	1	60.00	60.00
BSFW44Z	WHELEN INNER EDGE FST SERIES, 10 LAMP, DUO, FOR 2018+ DODGE DURANGO	1	1,099.00	1,099.00
SHIPPING	SHIPPING AND HANDLING FEE	1	235.00	235.00
LABOR	LABOR/INSTALLATION	20	125.00	2,500.00
	SIDE OF VEHICLE			
219036-0002	UNITY LED SPOTLIGHT, 6 IN. BLACK HOUSING	1	399.00	399.00
8972	UNITY MOUNTING KIT, DRIVER SIDE	1	55.00	55.00
PRG-D41-RB	ERS WARNING LIGHT. SINGLE HEAD, SPLIT COLOR, INCLUDES MOUNTING LEGS. RED/BLUE (REAR QUARTER WINDOWS)	2	125.00	250.00
LINSV2B	WHELEN LINSV2 SERIES, 2-IN-1 SURFACE MOUNT LIGHT, BLUE	1	175.00	175.00
LINSV2R	WHELEN LINSV2 SERIES, 2-IN-1 SURFACE MOUNT LIGHT, RED	1	175.00	175.00

Unless specified by Terms, all balances are DUE ON RECEIPT. As a courtesy, ERS carries a
grace period of up to 30 days past the due date, however, delinquent accounts beyond the grace
period are subject to a 24% APR late fee assessment, or a minimum \$25.00 late penalty,
whichever is greater.

Please mail payments to: 1204 6th St N, Nampa, Idaho 83687
Credit Card payments will add a 3% fee
(208) 362-1741 or (888) 932-4644
We thank you for your patronage.

Total	
Payments/Credits	
Balance Due	



ERS
Emergency Responder Services, Inc
1204 6th St North
Nampa, Idaho 83687

Invoice

Date	Invoice #
9/12/2023	23-261 ID

Thank you for your business!
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you, please visit our website:
www.ERSINC-NW.COM

Bill To:

MIDDLETON POLICE DEPARTMENT
1103 W. MAIN ST
MIDDLETON, ID 83644

Terms
Net 30

Customer Reference #	Due Date
	10/12/2023

Item	Description	Qty	Rate	Amount
LSVBKT44	WHELEN UNDER-THE-SIDE MIRROR MOUNT FOR THE LISNV2 SERIES LIGHT. 2013+ DODGE DURANGO	1	49.00	49.00
TCRWX5	WHELEN TRACER WCX SERIES 5 LAMP HOUSING AND TCRL SOLO. "L" BRACKET MOUNTING OR VEHICLE SPECIFIC MOUNTING SOLD SEPARATELY	2	808.00	1,616.00
TCRB44	2015+ DODGE DURANGO, RUNNING BOARD MOUNTING KIT, FOR 5 LAMP TRACER, EACH	2	33.00	66.00
SHIPPING	SHIPPING AND HANDLING FEE	1	40.00	40.00
LABOR	LABOR/INSTALLATION	16	125.00	2,000.00
BS44Z	REAR OF VEHICLE WHELEN INNER EDGE RST WECANX REAR FACING SUPER-LED LIGHTBAR. DUO. INCLUDES HOUSING. 10-LAMP. 2016+ DODGE DURANGO	1	999.00	999.00
TLI2J	WHELEN ION T-SERIES LINEAR SUPER-LED. DUAL COLOR. RED/BLUE	2	115.00	230.00
TIONBKT2	WHELEN OPTIONAL UNIVERSAL ADJUSTABLE LICENSE PLATE BRACKET FOR TWO TLI LIGHTHEADS	1	31.00	31.00
FS2600-S	D AND R ELECTRONICS TAILLIGHT AND REVERSE LIGHT FLASHER. INCLUDES BLACKOUT OPTION	1	80.00	80.00
SHIPPING	SHIPPING AND HANDLING FEE	1	35.00	35.00
LABOR	LABOR/INSTALLATION	9	125.00	1,125.00
436486	ROOF OF VEHICLE LARSEN NMOKHFUD VEHICLE ROOF MOUNT ANTENNA 0-6000 MHz, 3/4" MOUNT, NO CONNECTOR	2	27.00	54.00
ANTENNA CRIMP	ANTENNA CRIMP	2	5.00	10.00
MISC	ANTENNA	2	90.00	180.00
SHIPPING	SHIPPING AND HANDLING FEE	1	25.00	25.00
LABOR	LABOR/INSTALLATION	2	125.00	250.00
C-VS-2300-DUR	OFFICER AREA OF VEHICLE HAVIS 23" CONSOLE FOR THE 2021+ DODGE DURANGO PPV	1	575.00	575.00

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Please mail payments to: 1204 6th St N, Nampa, Idaho 83687
Credit Card payments will add a 3% fee
(208) 362-1741 or (888) 932-4644
We thank you for your patronage.

Total	
Payments/Credits	
Balance Due	



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Terms
Net 30

Customer Reference #	Due Date
	10/12/2023

Item	Description	Qty	Rate	Amount
CUP2-1001	HAVIS SELF-ADJUSTING DOUBLE CUP HOLDER	1	69.00	69.00
C-AP-0325-1	HAVIS 3" ACCESSORY POCKET, 2.5" DEEP	1	41.00	41.00
C-ARM-103	HAVIS ARMREST FOR TOP MOUNT, CONSOLE LARGE PAD	1	125.00	125.00
C399	WHELEN CENCOM CORE SIREN/LIGHT CONTROLLER, FLASHING OUTPUTS, INCLUDES 3 WECANX PORTS, AND CONTROLS UP TO 99 DEVICES/REMOTE MODULES. CONTROL HEAD SOLD SEPARATELY	1	1,099.00	1,099.00
CCTL7	WHELEN CENCOM CORE SIREN/LIGHT CONTROLLER. WORKS WIT C399. INCLUDES 3 SELECTION CONTROL HEAD, 21 PUSH BUTTON, 4 POSITION SLIDE SWITCH	1	0.00	0.00
C399K3	WHELEN CENCOM CORE OBDII CANPORT INSTALLATION KIT FOR 2018-2020 RAM CLASSIC 1500 AND 2018-2020 DODGE CHARGER AND DURANGO	1	0.00	0.00
CEM16	WHELEN CORE 16 OUTPUT, 4 INPUT WECANX EXPANSION MODULE	1	185.00	185.00
CEXAMP	WHELEN WECANX EXTERNAL AMPLIFIER	1	209.00	209.00
MMSU-1	INNOVATIVE PRODUCTS MAGNETIC MIC CLIP	2	39.95	79.90
C-HDM-204	HAVIS 8.5" HEAVY DUTY TELESOPING POLE, SIDE MOUNT, SHORT HANDLE	1	177.45	177.45
C-MD-204	HAVIS LOW PROFILE TILT SWIVEL MOTION DEVICE	1	74.00	74.00
UT-1001	HAVIS UNIVERSAL RUGGED CRADLE FOR APPROXIMATELY 11"-14" COMPUTING DEVICES	1	289.00	289.00
BR-930-WP	ERS TRIPLE OUTLET PLUGS, 12V	1	20.65	20.65
GK10342UHK	SETINA DUAL WEAPON MOUNT SYSTEM W/ (2) UNIVERSAL XL LOCKS, HANDCUFF KEY OVERRIDE	1	449.00	449.00
MPH BEE3 W/ D...	MPH BEE3 RADAR SYSTEM W/ DUAL ANTENNA'S. KA BAND	1	2,799.00	2,799.00
MISC	MOTOROLA APX8500	1	9,675.00	9,675.00
SHIPPING	SHIPPING AND HANDLING FEE	1	155.00	155.00
LABOR	LABOR/INSTALLATION	18	125.00	2,250.00
	PRISONER AREA OF VEHICLE			

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We thank you for your patronage.

Total	
Payments/Credits	
Balance Due	



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Bill To:

MIDDLETON POLICE DEPARTMENT
1103 W. MAIN ST
MIDDLETON, ID 83644

Terms
Net 30

Customer Reference #	Due Date
	10/12/2023

Item	Description	Qty	Rate	Amount
PK1125DUR11	SETINA 10XL PRISONER PARTITION W/ POLYCARBONATE SLIDER WINDOW AND CHICAGO WINDOW BARRIER. INCLUDES RECESSED PANEL AND LOWER EXTENSIONS. 2011+ DODGE DURANGO	1	999.00	999.00
2K0035DUR11R...	SETINA DUAL PRISONER DIVIDER FOR "XL" AND "RP" PARTITIONS. 2011-2021 DODGE DURANGO	1	499.00	499.00
WK0595DUR11	SETINA WINDOW BARRIER, POLYCARBONATE. 2011+ DODGE DURANGO	1	319.00	319.00
DK0100DUR11	SETINA TPO DOOR PANELS, BLACK PLASTIC. INSTALLS OVER OEM PANELS. 2011+ DODGE DURANGO	1	299.00	299.00
QK0566DUR11	SETINA TPO PRISONER SEAT W/ OUTSIDE BUCKLE SYSTEM. 12VS PRISONER PARTITION W/ POLYCARBONATE WINDOW. 2011+ DODGE DURANGO	1	1,399.00	1,399.00
SHIPPING	SHIPPING AND HANDLING FEE	1	325.00	325.00
LABOR	LABOR/INSTALLATION	12	125.00	1,500.00
TK1246DUR11	TRUNK AREA OF VEHICLE/MISC SETINA CARGO DECK W/ LOWER RADIO TRAY. 2011+ DODGE DURANGO	1	759.00	759.00
PDU8S	D & R PDU-8S POWER DISTRIBUTION PANEL W/ TIMER AND 26 OUTPUTS	1	351.00	351.00
TINTING	WINDOW TINTING	1	350.00	350.00
MISC PARTS & ...	MISC PARTS & MATERIALS	1	275.00	275.00
SHIPPING	SHIPPING AND HANDLING FEE	1	125.00	125.00
LABOR	LABOR/INSTALLATION	6	125.00	750.00

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We thank you for your patronage.

Total	\$81,343.00
Payments/Credits	\$0.00
Balance Due	\$81,343.00



ERS
Emergency Responder Services, Inc
1204 6th St North
Nampa, ID 83687
(208) 362-1741

Estimate

Date	Estimate #
9/13/2023	M3827

Estimate Prepared For:

MIDDLETON POLICE DEPARTMENT
1103 W. MAIN ST
MIDDLETON, ID 83644

WARRANTY

ERS lifetime workmanship warranty is only valid to original purchaser. Any repairs, alterations or modifications not done by ERS will void warranty.

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www.ERSINC-NW.COM

THIS IS NOT A BILL. All Estimates are valid for a period of 30 days. After 30 days, please re-confirm as all pricing is subject to change. If any changes are necessary, final figures will be available prior to the onset of signing. Please do not hesitate to contact us should you have any further needs.

Credit card payments will incur a 3% surcharge.

Customer Reference #

Item	Description	Rate	Qty	Total
VEHICLE	2023 DODGE DURANGO 2023 DODGE DURANGO PPV, V6, ALL WHEEL DRIVE DEALERSHIP WILL BE INVOICING DEPARTMENT. PARTS AND LABOR WILL BE PURCHASED AT A LATER TIME.	40,827.00	1	40,827.00
Signature: _____		Date: _____		Total \$40,827.00



5676 E. Seltice Way
Post Falls, Idaho 83854
1-855-738-2722

Prepared By: Adam Goyen / Angelica Goyen
angelica.goyen@trafficalm.com

QUOTE

Quote #: 13705TC
Date Issued Sep 11, 2023
Valid Until: Oct 31, 2023
Date Modified: Sep 11, 2023 06:15 PM
Customer: 1403
Customer Number: 1403

Created For:

Company:	City of Middleton
Contact:	Jason Van Gilder
Email:	jvangilder@middletoncity.com
Phone:	208-585-3133
Street:	786 Whissen Lane
City, State:	Middleton, Idaho
Zip Code:	83644

Ship To:

Company:	City of Middleton
Contact:	Jason Van Gilder
Email:	jvangilder@middletoncity.com
Phone:	208-585-3133
Street:	786 Whissen Lane
City, State:	Middleton, Idaho
Zip Code:	83644

SKU	Item & Description	QTY	Cost Ea.	Ext. Cost	Discount	Amount
M75-SA30M-CTL3	Duplex -30 Watt Solar, 24 Ah Battery - Intelligent Sign Controller - Communicates & Commands TC Collaborators, Wi-Fi & Mesh Net Communication	1	\$ 2,076.00	\$ 2,076.00	\$ 913.44	\$ 1,162.56
M75-SA30M-CLB3	Duplex - 30 Watt Solar, 24 Ah Battery- Collaborator - Communicates & Commanded by TC Controller, Mesh Net Communications, No Wi-Fi	1	\$ 1,964.00	\$ 1,964.00	\$ 864.16	\$ 1,099.84
M75-SA328-0000	Rectangular Rapid Flashing Beacon, Amber, W/ Black Aluminum Housing	4	\$ 884.00	\$ 3,536.00	\$ 1,555.84	\$ 1,980.16
M75-R3030-BA45	30" 4GRP Flasher Ring, Pentagon, Amber	4	\$ 848.00	\$ 3,392.00	\$ 1,492.48	\$ 1,899.52
K05-30302-0011	30" School Pentagon Sign, S1-1, FYG	4	\$ 116.00	\$ 464.00	\$ 204.16	\$ 259.84
K25-24122-0011	24 X 12 Arrow (Left), W16-7pL, FYG Arrow sign used for P2C	2	\$ 84.00	\$ 168.00	\$ 73.92	\$ 94.08
K24-24122-0011	24 x 12, Arrow (Right), W16-7pR, FYG Arrow sign used for P2C	2	\$ 80.00	\$ 160.00	\$ 70.40	\$ 89.60
M75-INX9W-N0Y0	Audible INX Polara Push Button, 9 x 12 (includes arrow button, cable and jumper)	2	\$ 1,176.00	\$ 2,352.00	\$ 1,034.88	\$ 1,317.12
M75-SA300-CLB2	20 Watt Collaborator - Communicates & Commanded by TC Controller, Mesh Net Communications, No Wi-Fi Optional for Crosswalk ahead warning rings	2	\$ 1,528.00	\$ 3,056.00	\$ 1,344.64	\$ 1,711.36
M75-R3030-BA47	30" 4GRP Flasher Ring, Warning, Amber Crosswalk ahead warning LEDs Optional	2	\$ 860.00	\$ 1,720.00	\$ 756.80	\$ 963.20
SHP-00000-0000	Shipping and Handling Cost. Note that this cost is good for the quote date and may be subject to change at time of shipment.	1	\$ 424.00	\$ 424.00	\$ 0.00	\$ 424.00

Sub Total \$ 11,001.28

Grand Total

\$ 11,001.28

Terms & Conditions

- 1. Payment Terms: Net 30
- 2. Shipping Terms:
- 3. Lead Time: Shipment Within 60 Business Days After Receipt of Order
- 4. Sales tax, if applicable, will be calculated at time of invoicing and based upon current tax rates, may be higher than originally quoted
- 5. All sales are considered final. In rare cases, a return may be requested within 90 days of receipt of the order. If approved and authorized by TrafficCalm, it will incur a 30% restocking fee of the original sale cost. Returned material must be in original packaging and have never been installed or electrically powered. Credit will only be given once this has been verified by the TrafficCalm Quality Department. The cost of return shipping in an undamaged manner is the responsibility of the customer.
- 6. The line items referenced in the quote above represent the items that TrafficCalm intends to supply. Anything not included is assumed to be provided by others.

Notes:

Customer Acceptance (sign below):

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury. (Municipalities and Government Agencies) I am authorized to financially bind this entity to the terms of this agreement.

X _____

Print Name: _____ DATE: ____/____/____



5676 E. Seltice Way
Post Falls, Idaho 83854
1-855-738-2722

Prepared By: Adam Goyen / Angelica Goyen
angelica.goyen@trafficalm.com

QUOTE

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Phone:	208-585-3133
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City, State:	Middleton, Idaho
Zip Code:	83644

Ship To:

Company:	City of Middleton
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K24-24122-0011	24 x 12, Arrow (Right), W16-7pR, FYG Arrow sign used for P2C	2	\$ 80.00	\$ 160.00	\$ 70.40	\$ 89.60
SHP-00000-0000	Shipping and Handling Cost. Note that this cost is good for the quote date and may be subject to change at time of shipment.	1	\$ 317.00	\$ 317.00	\$ 0.00	\$ 317.00

Sub Total \$ 8,219.72

Grand Total

\$ 8,219.72

Terms & Conditions

1. Payment Terms: Net 30
2. Shipping Terms:
3. Lead Time: Shipment Within 60 Business Days After Receipt of Order

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X_____

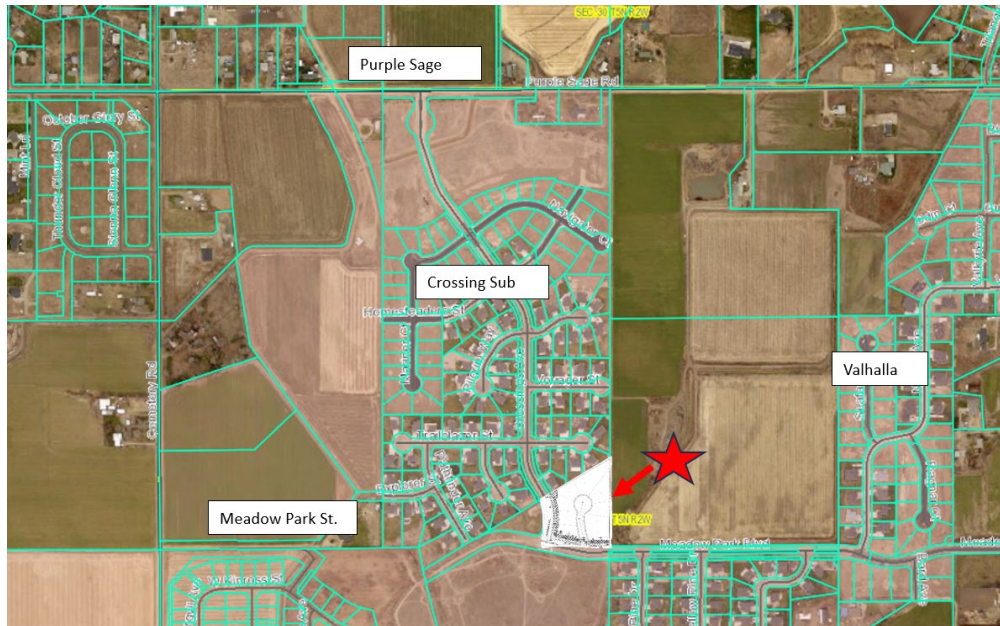
Print Name: _____ DATE: ____/____/____



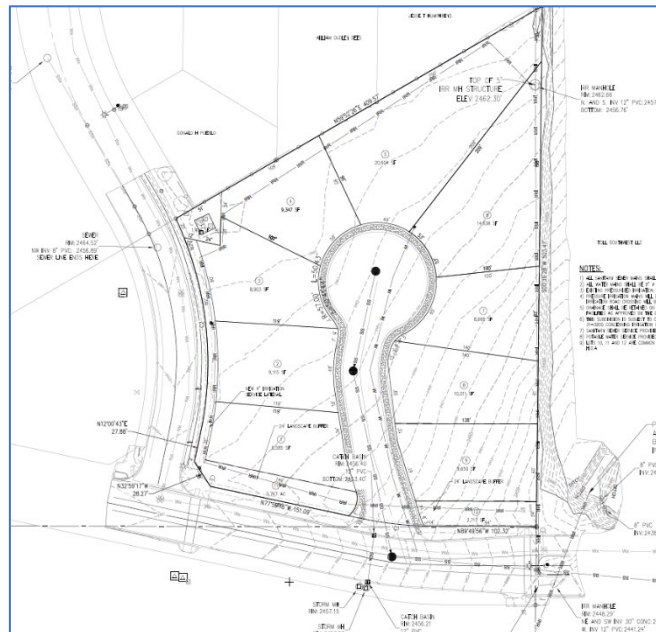
STAFF REVIEW AND REPORT

Middleton City Council

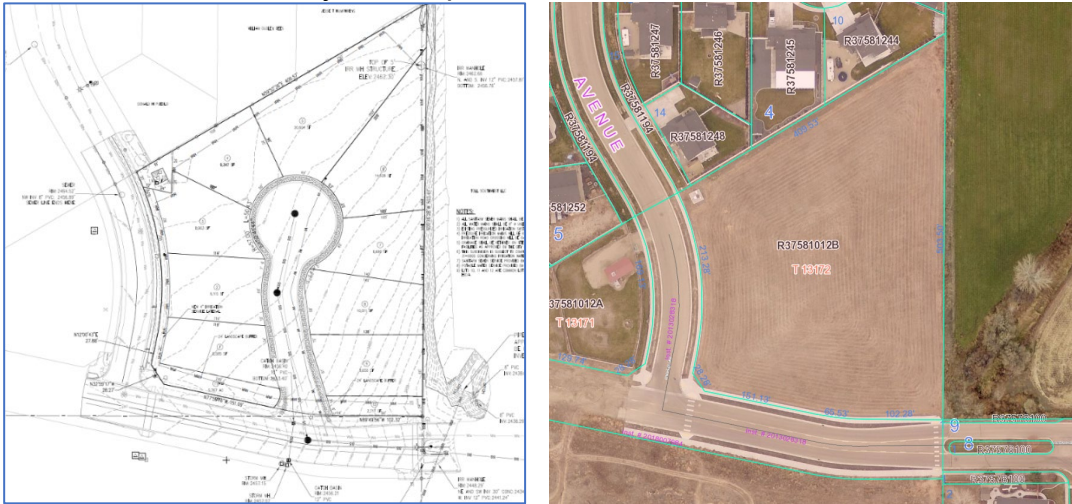
Crossing South Subdivision



- A. **City Council Hearing Date:** September 20, 2023
- B. **Project Description:** Residential subdivision with nine single family home lots and three common lots on approximately three acres of vacant land located within City limits (0 Purple Sage / Tax Parcel No. R37581012B0).



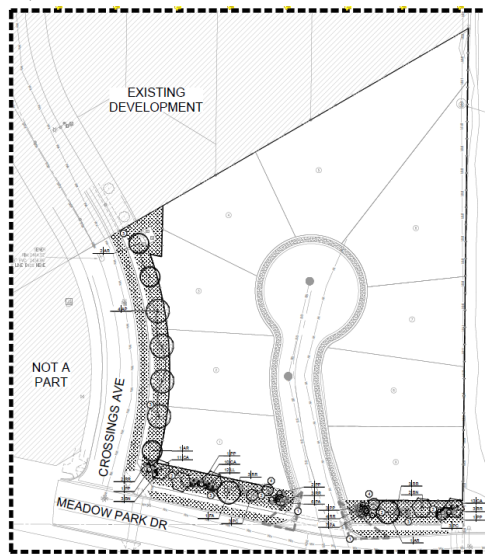
- F. Traffic, Access & Streets:** The subdivision has only one access, which is directly off Meadow Park Street. Frontage improvements have already been completed and will not need to be installed by Developer.



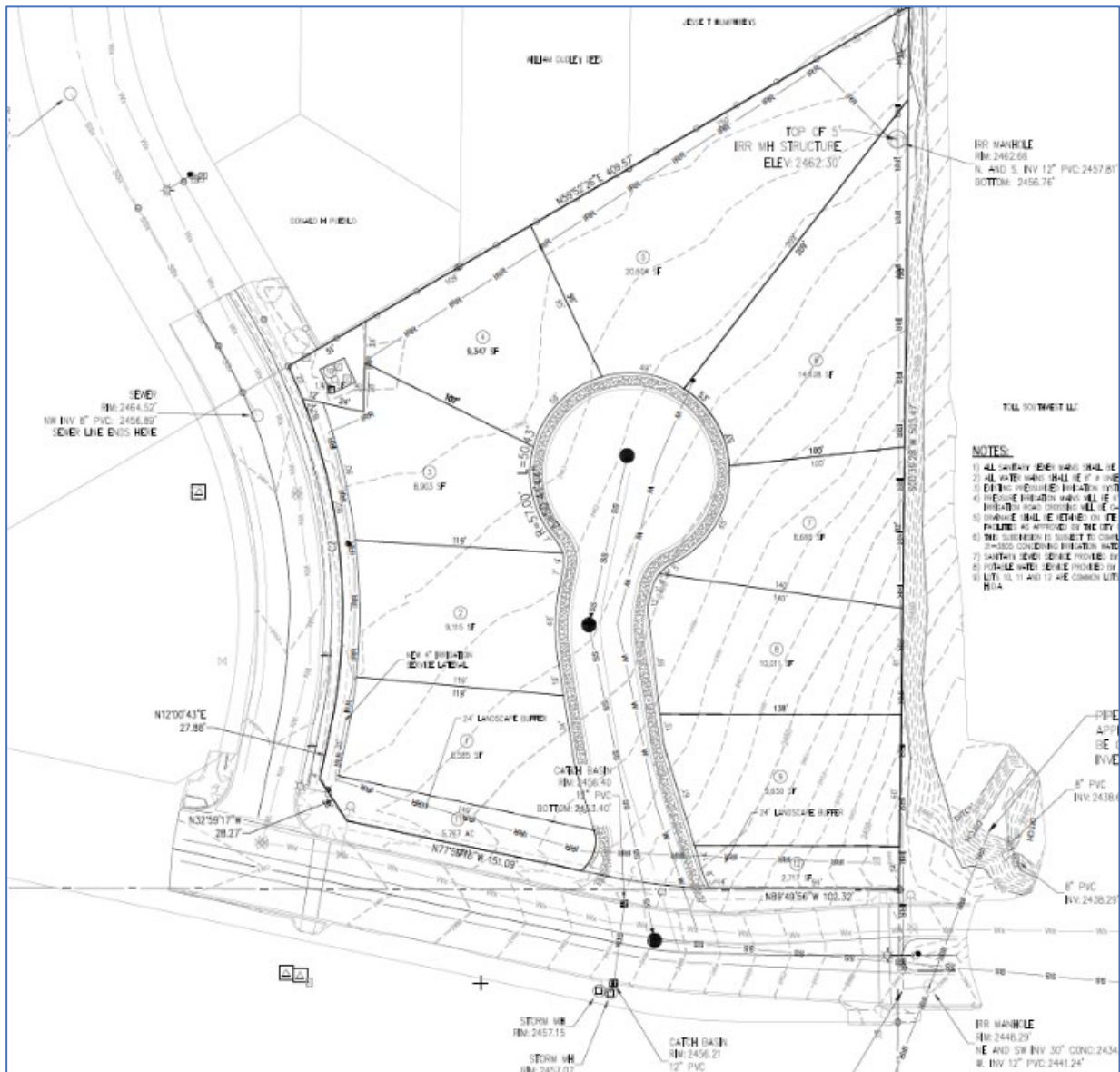
Because this development has less than 25 home sites, Developer will not be required to prepare a traffic impact study nor pay pro-rata traffic fees pursuant to MCC 5-4-3. However, Developer will contribute to the improvement of City roads by paying a \$5,050.00 in Mid-Star Traffic Impact fee for each building permit issued.

- G. Pathway, Sidewalks & Open Space:** Because the project parcel is less than five acres, Developer is not required to provide 5% open space. The City Comprehensive Plan does not require any City pathways or other amenities to be constructed on site.

The landscape plan provided shows an attractive 24' wide traffic buffer. As a condition of approval, Developer should be required to install the landscaping in compliance with the landscape plan dated April 20, 2023.



- H. **Preliminary Plat Application:** The preliminary plat shows a single phase for development. No waivers from code are requested.

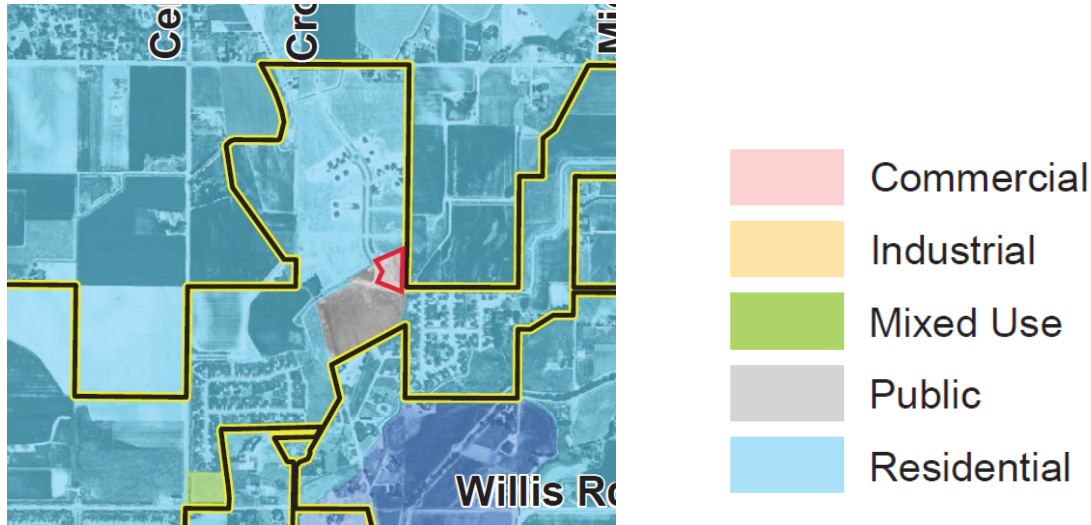


[A full copy of the proposed preliminary plat is attached as Exhibit "A".]

Findings:

Planning Staff finds that the preliminary plat complies with all dimensional standards and requirements of the Middleton City Code, ISPWC, Supplement to ISPWC, and Idaho State Code.

- I. **Comprehensive Plan & Land Use Map:** Applicant is requesting a change to the Future Land Use Map (FLUM) that is part of the City's Comprehensive Plan. Currently, the project parcel is deemed "public" on the FLUM. It should be amended to reflect "Residential".



Any requested change to the Comprehensive Plan must be "in harmony" with the Comprehensive Plan. (MCC 1-14-3).

Finding: Staff finds that changing the FLUM designation for the project parcel from "public" to "residential" is in harmony with the Comprehensive Plan. The area surrounding the parcel is entirely residential, so the parcel is similar to its surroundings. Additionally, Council had decided earlier to sell the parcel, so changing the FLUM to match Council's earlier decision is a mere "housekeeping" procedure that will result in the Comprehensive Plan being accurate and up to date.

Additionally, Applicant's project complies with the *Goals, Objectives, and Strategies* of the 2019 Middleton Comprehensive Plan as follows:

- a. *Goal 4:* The project will establish a good quality of life with development that pays through impact fees and property taxes for the public services it receives when infrastructure is installed. Additionally, quality lots for residential use increase the quality of life and general welfare of the City.
- b. *Goal 6:* Water, sewer, and road systems will be expanded in an orderly manner consistent with population growth.
- c. *Goal 11:* The housing type matches the residents' lifestyle in the area the project is located.

- J. Comments Received from Surrounding Landowners:** None.
- K. Comments from Agencies:** Comments from Agencies are attached as Exhibit “B”.
- L. Comments from City Engineer & Planner:** See Exhibit “C”.
- M. Applicant Information:** Application was accepted on May 10, 2023. Applicant is Patrick Connor / Hubble Homes. 701 S. Allen St. #104, Meridian ID 83642.
- N. Notices & Neighborhood Meeting:**
- | | Dates: |
|---|---------------|
| Newspaper Notification | 8/27/2023 |
| Radius notification mailed to Adjacent landowners within 500’ | 8/24/2023 |
| Circulation to Agencies | 8/23/2023 |
| Sign Posting property | 8/23/2023 |
| Neighborhood Meeting | 4/18/2023 |
- O. Applicable Codes and Standards:**
- Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4, an Idaho Code Title 67, Chapter 65.
- P. P&Z Recommendation:** The Planning & Zoning Commission considered these two applications on September 11, 2023. The Commission recommended approval of the applications subject to the conditions set forth in the Staff Report for the hearing. (FCR will not be signed until next P&Z hearing on October 16th).
- Q. Conclusions and Recommended Conditions of Approval:**
- Per State law and the Middleton City Code, any recommendation must be based upon general facts and conclusions of law.
- As to General Facts,** Planning staff has set forth general facts above in parentheses.
- As to Conclusions of Law,** Planning Staff finds that the City Council has the authority to hear this application and to recommend approval or denial of the application. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton Code to be considered in making a decision on the applications.

If City Council is inclined to approve the preliminary plat and comprehensive plan map amendment applications, then Planning Staff recommends that any approval be subject to the following conditions:

1. City of Middleton municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the subdivision.
2. Developer to install landscaping in compliance with the landscape plan dated 4/20/2023.
3. Developer shall create a plan for operation, maintenance and repair of stormwater facilities (O&M Plan) contained on the project site. The O&M Plan shall be recorded with the CC&Rs. Developer and/or HOA must maintain and operate the subdivision stormwater facilities in compliance with the O&M Plan.
4. All City Engineer review comments are to be completed and approved.
5. All Planner comments are to be completed and approved.
6. All requirements of the Middleton Rural Fire District are to be completed and approved.
7. All requirements of the irrigation district are to be completed and approved.
8. Sewer and water capacity to be reserved no earlier than City Engineer's approval of the construction drawings for the project.

Finally, if the Council denies the applications, then pursuant to Middleton City Code 1-14(E)(8), Council should state on the record what Applicant can do, if anything, to gain approval of the application(s).

Prepared by Middleton Planner, Roberta Stewart

Dated: 9/13/2023

EXHIBIT A

PRELIMINARY PLAT

EXHIBIT B
AGENCY COMMENTS

BLACK CANYON IRRIGATION DISTRICT

NOTUS, IDAHO

May 19th, 2023

City of Middleton
Attn: Roberta Stewart
P.O. Box 487, 1103 W. Main St
Middleton, ID 83644
(208) 585-3133

RE: Preliminary Plat. Parcel No. R37581012B0
Applicant: Patrick Connor at Providence Properties, LLC
Planner: Roberta Stewart

The Black Canyon Irrigation District (District) has reviewed the preliminary documents to be provided with the upcoming application. The District has the following comments:

- The developer needs to fill out and submit an electronic Intake Form found on the District's website (<https://blackcanyonirrigation.com/development>). The Development page also describes the typical development review process, fees, and any other requirements needed from the developer. This action is typically performed prior to pre-plat approval by the District. We request that the City withhold acceptance of the preliminary plat until the Developer has completed this step with the District.
- Tax parcel R37581012B0 is located within District's boundary. According to our records, the District does not have any physical irrigation facilities directly on or adjacent to this parcel. The preliminary plat shows irrigation lines and which are assumed to be private.
- The records show that this parcel receives irrigation water from the District. As long as this property has irrigation water attached to it, an irrigation system with an adequate overflow needs to be installed to ensure the delivery of irrigation water to each lot and/or parcel of land entitled to receive irrigation water. It is assumed that this parcel will be irrigated from the adjacent subdivision's pressurized system, however this needs to be clarified through the District's intake form.
- Prior to finalizing the plat for the proposed subdivision, the District will need to disperse existing irrigation rights amongst property owners. The District will need to work with the Developer to determine irrigable acres and corresponding accounts for the new subdivision lots. We request that the City withhold the final plat until the Developer has resolved this step with the District.

The applicant should also consider the following when laying out the subdivision:

- Any and all maintenance road right-of ways, lateral right-of ways and drainage right-of ways will need to be protected (including the restriction of all encroachments). Also, any crossing agreement(s) and/or piping agreement(s) will need to be acquired from the Bureau of Reclamation (Reclamation), once approved by the District, to cross over or under any existing lateral, pipe any lateral or encroach in any way the right-of ways of the District or the Reclamation.
- Runoff and drainage from the proposed land splits should be addressed as well to ensure downstream users are not adversely affected by the proposed land use changes.

Please reach out if you have any additional questions. Thank you for the opportunity to comment.

Thank You,

Donald Popoff

Donald Popoff P.E.
District Engineer
Black Canyon Irrigation District

BLACK CANYON IRRIGATION DISTRICT

NOTUS, IDAHO

August 8th, 2023

City of Middleton
Attn: Roberta Stewart
P.O. Box 487, 1103 W. Main St
Middleton, ID 83644
(208) 585-3133

RE: Preliminary Plat. Parcel No. R37581012B0
Applicant: Patrick Connor at Providence Properties, LLC
Planner: Roberta Stewart

The Black Canyon Irrigation District (District) has reviewed the updated preliminary plat submitted for the Public Hearing for the Crossing South Subdivision. The District had previously submitted their comments to the City of Middleton on May 19th, 2023. After reviewing the updated preliminary plat provided to us on July 27, 2023, the District has the following comments based on our previous responses (update for your convenience).

- The developer needs to fill out and submit an electronic Intake Form found on the District's website (<https://blackcanyonirrigation.com/development>). The Development page also describes the typical development review process, fees, and any other requirements needed from the developer. This action is typically performed prior to pre-plat approval by the District. We request that the City withhold acceptance of the preliminary plat until the Developer has completed this step with the District.
 - o *The Developer submitted District's Intake Form to begin Development Review/Involvement process. **Item completed by Developer.***
- Tax parcel R37581012B0 is located within District's boundary. According to our records, the District does not have any physical irrigation facilities directly on or adjacent to this parcel. The preliminary plat shows irrigation pipelines which are assumed to be private.
 - o *This statement remains unchanged.*
- The records show that this parcel receives irrigation water from the District. As long as this property has irrigation water attached to it, an irrigation system with an adequate overflow needs to be installed to ensure the delivery of irrigation water to each lot and/or parcel of land entitled to receive irrigation water. It is assumed that this parcel will be irrigated from the adjacent subdivision's pressurized system, however this needs to be clarified through the District's intake form.
 - o *The Developer stated that the irrigation water for this subdivision will be provided from the existing pressure irrigation pump station from the Crossing at Meadow Park.*
 - o *The District is required to provide water to the new subdivision lots. As the subdivision development approaches final plat, the District will create accounts for each new lot to provide irrigation water. The District will reach out to the Developer and provide invoice to complete this task.*
- Prior to finalizing the plat for the proposed subdivision, the District will need to disperse existing irrigation rights amongst property owners. The District will need to work with the Developer to determine irrigable acres and corresponding accounts for the new subdivision lots. We request that the City withhold the final plat until the Developer has resolved this step with the District.
 - o *This statement remains unchanged.*

The applicant should also consider the following when laying out the subdivision:

- Any and all maintenance road right-of ways, lateral right-of ways and drainage right-of ways will need to be protected (including the restriction of all encroachments). Also, any crossing agreement(s) and/or piping agreement(s) will need to be acquired from the Bureau of Reclamation (Reclamation), once

BLACK CANYON IRRIGATION DISTRICT

approved by the District, to cross over or under any existing lateral, pipe any lateral or encroach in any way the right-of ways of the District or the Reclamation.

- *This statement remains unchanged. The District does not have any maintenance road right of way or other easements within this proposed subdivision.*
- Runoff and drainage from the proposed land splits should be addressed as well to ensure downstream users are not adversely affected by the proposed land use changes.
 - *This statement remains unchanged.*

Please reach out if you have any additional questions. Thank you for the opportunity to comment.

Thank You,

Donald Popoff

Donald Popoff P.E.
District Engineer
Black Canyon Irrigation District

From: [Chris Hopper](#)
To: [Roberta Stewart](#); [ITD - Development](#); [Lenny Riccio](#); [Permits](#); [Don Popoff](#); [Carl Hayes \(Black Canyon\)](#); [Tyler Chamberlain](#)
Cc: [Amy Woodruff](#)
Subject: RE: New Middleton Subdivision Application - Crossing South
Date: Wednesday, May 17, 2023 1:34:57 PM
Attachments: [image002.png](#)

Thanks Roberta.

CHD4 has no comment on the project as it does not directly impact any roads maintained by the highway district.

Respectfully,

Chris Hopper, P.E.

District Engineer

Canyon Highway District No. 4
15435 Hwy 44
Caldwell, Idaho 83607
208-454-8135

From: Roberta Stewart <rstewart@middletoncity.com>
Sent: Wednesday, May 17, 2023 1:28 PM
To: ITD - Development <D3Development.services@ITD.idaho.gov>; Chris Hopper <CHopper@canyonhd4.org>; Lenny Riccio <LRiccio@canyonhd4.org>; Permits <permits@starfirerescue.org>; Don Popoff <dpopoff@rh2.com>; Carl Hayes (Black Canyon) <carl@blackcanyonirrigation.com>; Tyler Chamberlain <tyler@blackcanyonirrigation.com>
Cc: Amy Woodruff <amy@civildynamics.net>
Subject: New Middleton Subdivision Application - Crossing South

Hi All: Hubble Homes recently submitted this application for a preliminary plat known at Crossing South. It involves 9 single family lots on 3 acres. There is no need to do a traffic study. We are shooting for the first hearing before P&Z on August 14th. You'll give you the legally required 15 day "agency notice" as we get closer to that date, but I still want to get this application to you sooner than later so we can address any issues that might arise. Thanks,

Roberta L. Stewart

PLANNING & ZONING OFFICIAL
City of Middleton, Planning & Zoning
1103 W. Main St.
P.O. Box 487
Middleton, ID 83644

From: [Niki Benyakhlef](#)
To: [Don Popoff](#); [Roberta Stewart](#); [D3 Development Services](#); [Chris Hopper](#); [Lenny Riccio](#); [Permits](#); [carl@blackcanyonirrigation.com](#); [tyler@blackcanyonirrigation.com](#)
Cc: [Amy Woodruff](#)
Subject: RE: New Middleton Subdivision Application - Crossing South
Date: Friday, May 26, 2023 8:51:36 AM
Attachments: [image002.png](#)
[image003.png](#)

Good Morning, Roberta –

Thank you for sending this for our review. After careful review of the Crossing South application, the Department has no comments or concerns to make at this time. Due to the size and distance from SH-44 minimal impact is anticipated.

Thank you,



Niki Benyakhlef
Development Services Coordinator

District 3 Development Services
O: 208.334.8337 | C: 208.296.9750
Email: niki.benyakhlef@itd.idaho.gov
Website: itd.idaho.gov

From: Don Popoff <dpopoff@rh2.com>
Sent: Friday, May 19, 2023 4:50 PM
To: Roberta Stewart <rstewart@middletoncity.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; Chris Hopper <CHopper@canyonhd4.org>; Lenny Riccio <LRiccio@canyonhd4.org>; Permits <permits@starfirerescue.org>; carl@blackcanyonirrigation.com; tyler@blackcanyonirrigation.com
Cc: Amy Woodruff <amy@civildynamics.net>
Subject: RE: New Middleton Subdivision Application - Crossing South

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Roberta –

Please see the attached comments.

Please let me know if you have any questions and thanks for the additional time for response.

Thanks

Don

District Engineer

Black Canyon Irrigation District



Donald Popoff PE

Nampa Office Manager | RH2 Engineering, Inc.

16150 N. High Desert Street

Suite 201

Nampa, Idaho 83687

C: 208.807.0015

O: 208.563.2280

dpopoff@rh2.com

www.rh2.com

From: Roberta Stewart <rstewart@middletoncity.com>

Sent: Wednesday, May 17, 2023 1:28 PM

To: ITD - Development <D3Development.services@ITD.idaho.gov>; Chris Hopper <CHopper@canyonhd4.org>; Lenny Riccio <LRiccio@canyonhd4.org>; Permits <permits@starfirerescue.org>; Don Popoff <dpopoff@rh2.com>; carl@blackcanyonirrigation.com; tyler@blackcanyonirrigation.com

Cc: Amy Woodruff <amy@civildynamics.net>

Subject: New Middleton Subdivision Application - Crossing South

Hi All: Hubble Homes recently submitted this application for a preliminary plat known at Crossing South. It involves 9 single family lots on 3 acres. There is no need to do a traffic study. We are shooting for the first hearing before P&Z on August 14th. You'll give you the legally required 15 day "agency notice" as we get closer to that date, but I still want to get this application to you sooner than later so we can address any issues that might arise. Thanks,

Roberta L. Stewart

PLANNING & ZONING OFFICIAL

City of Middleton, Planning & Zoning

1103 W. Main St.

P.O. Box 487

Middleton, ID 83644

Tele - (208) 585-3133

Fax – (208) 585-9601

rstewart@middletoncity.com

www.middleton.id.gov

EXHIBIT C

ENGINEERING & PLANNER COMMENTS



June 1, 2023

TO: Roberta Stewart, Planner

FROM: Amy Woodruff, PE, Civil Dynamics PC
City Engineer

RE: Crossing South Subdivision –Preliminary Plat

Thank you for the opportunity to review the above referenced preliminary plat submittal. Every effort was made to identify all the review comments, some comments may overlap with planning comments, and additional comments may come up as the application goes forward.

MCC 5-4-4.2. a. Please add bearing and distance to section corner, quarter corner or monument of record.

MCC 5-4-4.2. c. Adding phasing plan if applicable or note all lots developed in one phase.

MCC 5-4-4.2. f. Revise topography to clearly show existing.

1. Either eliminate lines (assumed existing) or label.
2. Please use 2ft contours.
3. Add benchmark information.

MCC 5-4-4.2.g. Show existing irrigation infrastructure for parcel and relocation if applicable. Irrigation existing and irrigation proposed is not clear.

MCC 5-4-4.2. h.

1. Dimension rights of way, including existing, and clearly label/name every road/street.
2. Show Meadow Park improvements clearly. Add proposed street intersection.
3. Show existing easements including existing irrigation and Black Canyon Irrigation District facility.

MCC 5-4-4.2. i. Add name, book, page of recorded adjacent subdivision.

MCC 5-4-4.2. j. Add zoning for adjacent parcels.

MCC 5-4-4.2 a and l. The boundary is required to be surveyed and stamped by PLS including ties to corners.

MCC 5-4-4.2. n

1. Add a note addressing installation of fiber optic network.
2. Add note hydrant location and configuration to be reviewed and approved by Middleton Rural Fire Protection District.



MCC 5-4-10-2. o.

1. Revisit lot dimensions and the boundary.
2. It is not possible to determine the boundary as submitted and the lot dimensions are not correct.
3. Number lots consecutively, clockwise.
4. Add block number.

MCC 5-4-4.3. a

1. Sewer extension to existing is required to be in right of way. Label existing manhole/sewer and direction of flow. The area as-built utility plan (pdf) is included with this summary.

MCC 5-4-4.3. b

1. Connect to existing water main at 90d and add three valves.

MCC 5-4-4.3.c

1. Stormwater. Plan to manage a 100 year/1 hour storm using retention facilities only. No subsurface. The front half of the lot C value is 0.60, the rights of way/impervious (all) are 0.95 – use a composite of both. All stormwater management facilities require pretreatment, all infrastructure to be shown on preliminary plat. Stormwater facilities are owned by HOA and the provisions for maintenance laid out in CCRs. Identify lots to be used for stormwater management and add note.

Add note detailing all irrigation and/or drainage to be located/relocated out of rights of way. Facilities may cross right of way at 90d.

Note 6. Expand to address Idaho Code 31-3805(b). Identify irrigation district and whether lots are subject to assessment. Show the irrigation system layout and point of diversion/pump station location.

Add note identifying easements required per code.

Add note: No lot access to Meadow Park or Crossings Ave.

Add mailbox cluster location.

Add a note: exterior boundary is required to be fenced in accordance with approved fencing plan.

Add centerline radii and intersection radii.

Add typical section for the local road.

Add typical section for the traffic buffer.



July 6, 2023

TO: Roberta Stewart, Planner

Cc: NV5, Matt Munger, PE
Patrick Connor

FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE

Amy J Woodruff

RE: Crossing South Subdivision – Revised Preliminary Plat

Thank you for the opportunity to review the revised preliminary plat submittal.

1. It is not possible to retrace the boundary as presented. Please add bearing and distance to section corner, quarter corner or monument of record so the boundary can be verified. Add point of beginning. Conform situate to the boundary description.
2. Add benchmark information. I am not able to find it on plat.
3. Identify easements for utilities and irrigation. Minimum 10 ft front, 10 ft rear and 5 ft each side of lot line. Add easement(s) required by Black Canyon Irrigation.
4. Confirm Meadow Park Boulevard is 39ft half right of way.
5. Stormwater. The City has not approved a variance from retention facilities to date. Can the retention area be developed north/south with the contour?

From: [Amy Woodruff](#)
To: [Kiera Van Patten](#); [Roberta Stewart](#)
Cc: [Matt Munger](#); pconnor@hubblehomes.com
Subject: RE: CROSSING SOUTH - COMMENTS FOR REVISED PLAT
Date: Tuesday, July 25, 2023 2:17:15 PM

Roberta, Kiera and Matt, thank you for the resubmittal. Follow up comments are summarized below:

1. Please show the benchmarks on plat/plan view. If already on plat, please tell me where – they are listed but I can't locate them.
2. Add note regarding easements.
5-4-10-5: EASEMENTS:
 - A. A general utility and access easement of not less than ten feet (10') in width shall be dedicated along all front lot lines.
 - B. Where alleys are not provided, easements of not less than ten feet (10') in width shall be dedicated on each side of all rear lot lines and five feet (5') on each side of side lot lines where necessary for proper utility maintenance or construction.
3. Add note regarding the variance being requested re: stormwater management – subsurface instead of retention swale.
4. Add note: The Home Owner's Association (HOA), will be responsible for perpetual maintenance of the stormwater management, including the seepage bed. The HOA owns and manages the common areas which includes stormwater facilities. A plan for operation, maintenance, and repair of stormwater facilities (O&M plan) will be prepared for all stormwater facilities maintained by the HOA. The O&M Plan shall be recorded with the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). The O&M plans shall be used for maintenance and operation of the stormwater facility.
5. I am concerned there is not enough area being set aside in the project for the stormwater management:
 - a. The front half of the lot C value is 0.60, the impervious area ROW to ROW is 0.95.
 - b. The bed is upsized 15% for sediment.
 - c. The max depth of rock is 10ft. Max width is 15ft.
 - d. The irrigation is too close at 5ft. Need +/- 10ft clear for constructability and any future maintenance. There will be a 3ft min berm, landscaping and fence over it as well.
 - e. Make sure there is at least 25ft separation from the water main.
 - f. IN SHORT – this is a tight area – please do not undersize or assume a percolation rate that may not be achievable. There are not many (if any) alternatives after the fact.

Thank you.

Amy Woodruff
453-2028

From: Kiera Van Patten <Kiera.VanPatten@nv5.com>
Sent: Wednesday, July 19, 2023 2:28 PM
To: Amy Woodruff <amy@civildynamics.net>; rstewart@middletoncity.com
Cc: Matt Munger <Matt.Munger@nv5.com>; pconnor@hubblehomes.com
Subject: RE: CROSSING SOUTH - COMMENTS FOR REVISED PLAT



CITY OF MIDDLETON

P.O. Box 487 | 1103 W Main Street, Middleton, ID 83644
Tele (208) 585-3133 | Fax (208) 585-9601
citmid@middletonidaho.us | www.middleton.id.gov

Crossing South– Planner Comments (Review of initial Preliminary Plat dated 4/18/2023)

May 17, 2023

1. Add street names to the PPlat. You will need to add “Meadow Park Street” on the east/west collector and “Crossings Avenue” on the north/south collector. The internal road must end with “Court”. Once you choose the name for the internal street, please reserve the name with Tony Almeida of Canyon County.
2. Reserve Subdivision name with Tony Almeida also.
3. Add City’s typical road section for Local Street. It is in the appendix to our Supplement to ISPWC.
4. We are in the process of amending our code on the 24’ wide traffic buffer with fence and berm. Stack Rock is working on the new ordinance, and we hope to have it codified by July 1, 2023. Please add the following note to your PPlat: *“City is in the process of revising its code with respect to the 24’ wide traffic buffer with fence and berm (MCC 5-4-10-6). Developer to comply with the traffic buffer in effect at the time of Construction Drawing submittal.”*
5. On the more “pie slice” lots around the cul de sac, show the 75’ frontage at the 25’ setback line since the frontage is not meeting the 75’ foot frontage requirement.
6. We may need to address a “waiver” for perimeter fence. Should not be a problem.
7. Show proposed mailbox location.
8. Add note: *“Sewer and water capacity is subject to a will-serve analysis, and City will not reserve sewer and water capacity any earlier than Construction Drawing approval.”*
9. Add note: *“Any re-subdivision of this plat will comply with the applicable regulations in effect at the time of the re-subdivision.”*

Roberta L. Stewart

Middleton Planning & Zoning Director



STAFF REVIEW AND REPORT Middleton City Council

Willow Wood Estates Subdivision

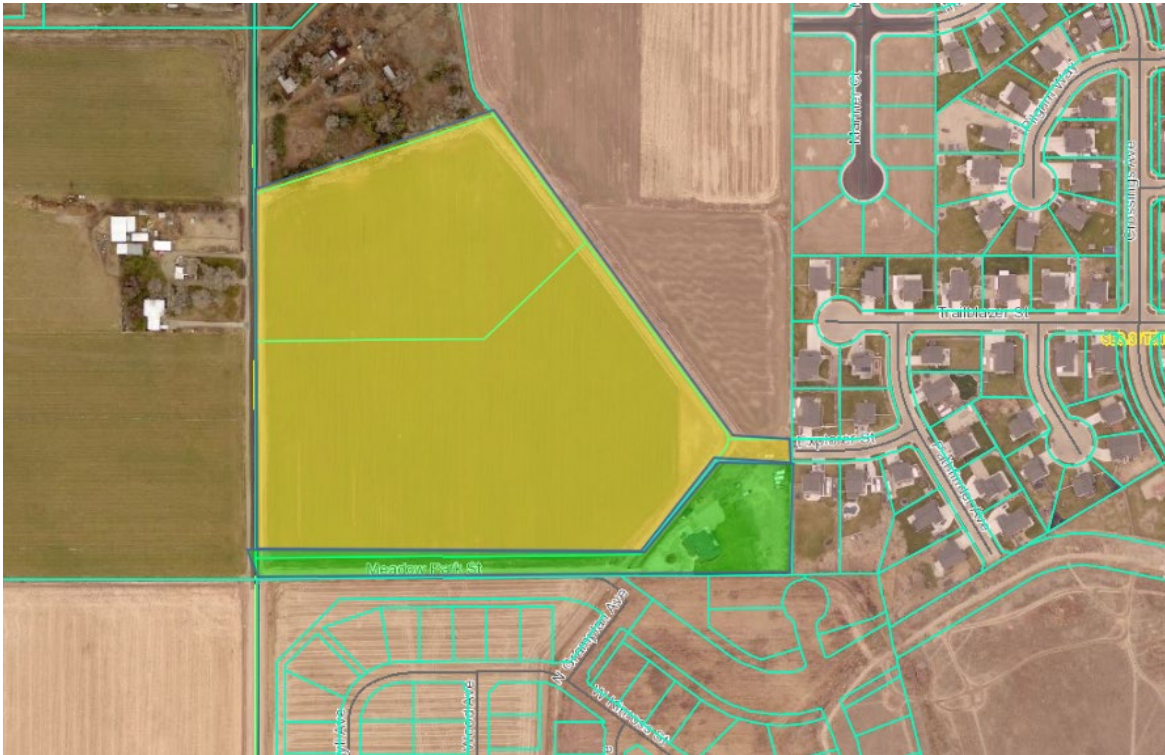


- A. City Council Hearing Date:** September 20, 2023
- B. Project Description and Application Requests:** The Willow Wood Estates project is a residential subdivision with 61 buildable lots and 10 common lots on 21 acres of vacant land located at 0 Cemetery Road (Tax Parcels Nos. R37579001, R37579011A1 and R37579011). Amenities include three large common lots with greenspace, tot lot, seating areas, and meandering pathways.

The Willow Wood Estates preliminary plat has already been approved. It was part of an annexation and rezone application submitted in 2021 by Applicant Joe Austin. City Council approved the Annexation/Rezone, Development Agreement, and preliminary plat applications on December 1, 2021. (A copy of the 2021 City Council FCO and Staff Report are attached hereto as Exhibit "A".)

Applicant is currently requesting approval of (1) an amended preliminary plat and (2) modification to the Development Agreement ("DA"). The requests for amended preliminary plat and DA modification are a result of Applicant's inability to obtain permission to build the 50' half road portion of Meadow Park Street.

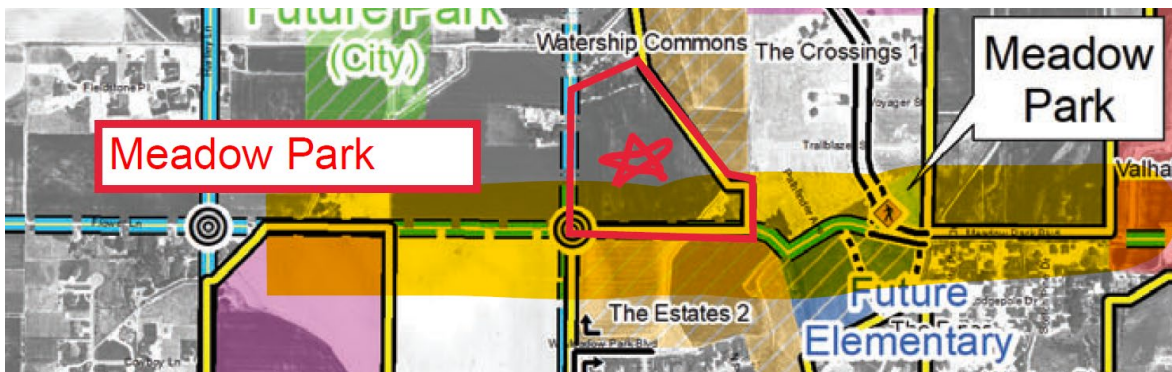
The story goes back a few years. Prior to submitting the original annexation and preliminary plat applications in 2021, Applicant owned the Willow Wood parcels and a "pan handle shaped" parcel to the south. Both are shown below in yellow and green highlight.

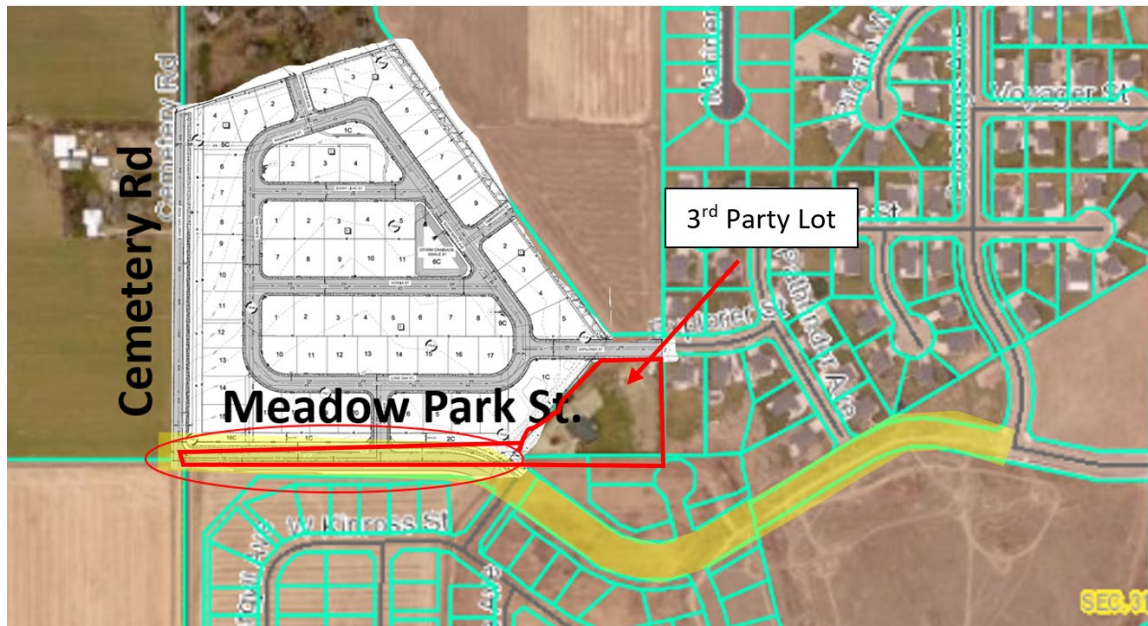


So, at one time, the “green parcel” was part of the larger “yellow parcel,” and the project parcels were in Canyon County.

Applicant applied to Canyon County to split the parcel, creating the two separate parcels shown in yellow and green above. Applicant then sold the “green” parcel to a 3rd party.

However, the driveway to the “green parcel” is actually part of the future Meadow Park Street shown on the City’s Comprehensive Plan Maps.





Applicant recognized the need to build Meadow Park Street, so Applicant negotiated with the 3rd party to construct Meadow Park in place of 3rd Party's driveway. Applicant also agreed to build a new driveway access for the 3rd Party's lot. See above.

Negotiations appeared successful, a contract was drafted, and Applicant agreed in the Development Agreement with City to build the ½ road portion of Meadow Park, at no cost to the City.

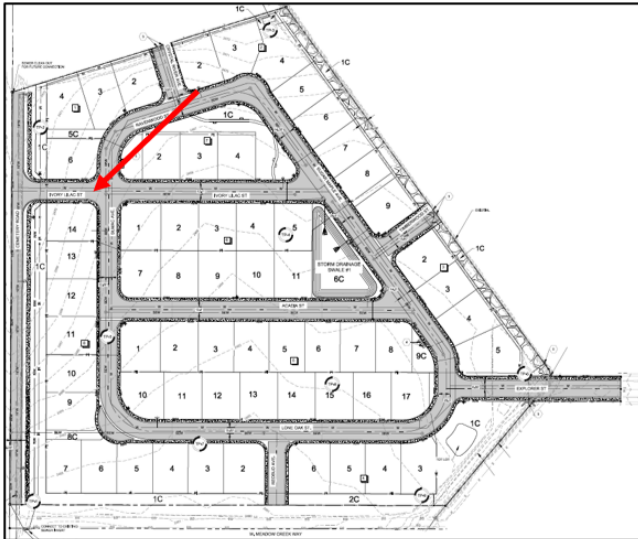
After City Council approved the preliminary plat and Development Agreement in December 2021, Applicant's agreement with the 3rd party broke down. After months of discussion and delay, City staff determined that it was highly unlikely Applicant would be able to build the half road portion of Meadow Park Street.

If Applicant cannot physically build the half road portion of Meadow Park Street, then the DA must be changed if City and Applicant intend this subdivision project to move forward. Additionally, Meadow Park Street was intended to be the main entrance into the Willow Wood Project. Now that Meadow Park Street cannot be built, a new entrance into the subdivision must be designed off of Cemetery Road, requiring an amendment to the approved preliminary plat.

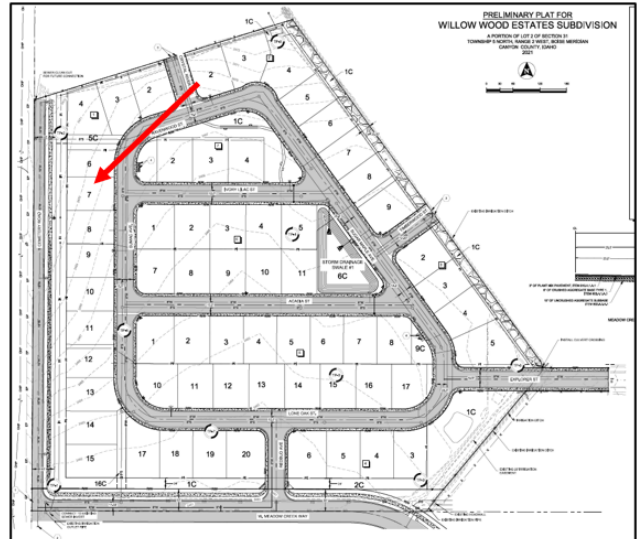
C. Amended Preliminary Plat:

The proposed Amended Preliminary Plat is almost identical to the original preliminary plat that was approved in December 2021. However, the amended preliminary plat shows the addition of the new road "Ivory Lilac Street", which will serve as the main entrance into the Project off of Cemetery Road. Because this new road was added, there was less space for residential home lots, and Applicant's amended preliminary plat has 61 home lots rather than the 62 home lots in the original preliminary plat.

AMENDED PRELIMINARY PLAT



APPROVED PRELIMINARY PLAT



[11x17 copies of the proposed amended preliminary plat and approved preliminary plat are attached as Exhibit “B” and “C”, respectively.]

An application for amended preliminary plat requires only a finding that the preliminary plat complies with the standards and criteria for preliminary plats found in MCC 5-4-4 of the City Code and Title 50, Chapter 13 of the Idaho State Code.

FINDINGS: Planning Staff finds that the proposed amended preliminary plat complies with all standards and dimensions set forth in the City Code and Idaho State Code. City Engineer also reviewed the amended preliminary plat at noted that it is in compliance with all standards and dimensions of the City Code. (See letter from Amy Woodruff attached as Exhibit “D”).

- D. Development Agreement:** Paragraph 3.3 of the approved DA requires Applicant to construct the 50' half road portion of Meadow Park Street and ensure dedication to the City prior to approval of Phase 1 final plat. (Copy of approved DA is attached as Exhibit “E”).



Because Meadow Park Street cannot be constructed due to an issue with the neighboring parcel, Applicant is requesting that the Development Agreement be modified to allow Applicant to make a “payment in lieu” for the construction of Meadow Park rather than build the roadway. The payment in lieu is the estimated amount to build the roadway at the time of infrastructure construction. It is not a bond or surety amount. It is simply an amount to cover what would be the cost of the road if Applicant was able to build the road today. City would then hold the money so that it would be available when, and if, that portion of Meadow Park could be constructed some day in the future.

City Engineer has approved a payment in lieu amount of \$250,702.27.

Additionally, the DA should be modified to show the proposed amended preliminary plat as the “concept plan” noted in Paragraph 3.2. The DA should be modified to attach Exhibit “B.1” concept plan in place of Exhibit “B” concept plan.

Staff findings for approval of a DA or modified DA are not required by Code or State law.

(A copy of the proposed First Amendment to Development Agreement is attached as Exhibit “F”.)

- E. Comments Received from Surrounding Landowners:** None.
- F. Comments from Agencies:** Copies of Agency comments are attached as Exhibit “G”.
- G. Comments from City Engineer and Planning Staff:** Copies of Engineering and planning comments are attached as Exhibit “H”.
- H. Applicant Information:** Application was accepted on June 14, 2023. Applicants are Joseph Austin (Owner) and Mark Butler. 2471 S. Titanium, Meridian ID 83642. (208) 323-2288.
- I. Notices & Neighborhood Meeting:**
- | | Dates: |
|---|---------------|
| Newspaper Notification | 08/27/2023 |
| Radius notification mailed to Adjacent landowners within 500' | 08/24/2023 |
| Circulation to Agencies | 08/23/2023 |
| Sign Posting property | 08/23/2023 |
| Neighborhood Meeting | 06/08/2023 |

J. Applicable Codes and Standards:

Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4, an Idaho Code Secs., 67-6503, 67-6513, 67-6511, and 50-1301 through 50-1329.

- K. P&Z Recommendation:** The Planning and Zoning Commission held a public hearing on the two applications on September 11, 2023. The Commission recommended that the City, Applicant, and the 3rd Party Neighbor try to negotiate the sale and construction of Meadow Park Street, so it can be constructed prior to Phase 1 final plat. The Commission also recommended approval of both the amended preliminary plat and modified Development Agreement applications subject to the conditions of approval set forth in the staff report for the hearing.

L. Conclusions and Recommended Conditions of Approval:

City Council's decision and order regarding a land use application must be based upon findings of facts and conclusions of law. Staff's findings of facts are noted above in parentheses.

As to conclusions of law, Planning Staff finds that the City Council has the authority to hear these applications and to approve or deny the applications. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton Code to be considered in making a decision on the applications.

If City Council is inclined to approve the applications, then Planning Staff recommends that any approval be subject to the following conditions:

1. Applicant/Developer must comply with all the terms of the approved Development Agreement as amended by the First Amendment to Development Agreement.
2. City of Middleton municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the subdivision.
3. Owner/Developer to pay all City required pro-rata traffic fees prior to final plat approval for phase 1.
4. All City Engineer, Planner, Fire Department and Black Canyon Irrigation District review comments are to be completed and approved.
5. Tot Lot located on Lot 1C, Block 4 to include seating area/benches.
6. Developer shall create a plan for operation, maintenance and repair of stormwater facilities (O&M Plan) contained on the project site. The O&M Plan shall be recorded with the CC&Rs. Developer and/or HOA must maintain and operate the subdivision stormwater facilities in compliance with the O&M Plan.
7. Sewer and water capacity to be reserved no sooner than Construction Drawing Approval.

Finally, if Council denies the applications, then pursuant to Middleton City Code 1-14(E)(8), Council should state on the record what Applicant can do, if anything, to gain approval of the application(s).

Prepared by Middleton Planner, Roberta Stewart

EXHIBIT A
FCO & STAFF REPORT

Middleton City Council

Findings of Facts, Conclusions of Law, and Decision & Order



In the Matter of the Request of Joseph Austin and David Sterling/T-O Engineers for Annexation/Rezone, Preliminary Plat, and Development Agreement with respect to the Willow Wood Estates Subdivision located at 0 Cemetery Road (Tax Parcel Nos. R37579011 and 3757901):

A. Findings of Fact:

1. Hearing Facts: See Staff Report for the public hearing date of December 1, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.
2. Process Facts: See Staff Report for the public hearing date of December 1, 2021 (Exhibit "A").
3. Application and Property Facts: See Staff Report for the public hearing date of December 1, 2021 (Exhibit "A").
4. Required Findings per Middleton City Code 1-14-2(E)(7), Idaho State Statute Title 67, Chapter 65, and Title 50, Chapters 2 and 13; and Middleton City Code 1-14, 1-15, 5-1, 5-3, and 5-4: See Staff Report for the public hearing date of December 1, 2021 (Exhibit "A").

B. Conclusions of Law:

1. That the City of Middleton has exercised the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. That due consideration has been given to the comments received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction, comments received from individuals of the public, and comments from City Planning Staff and City Engineer.
3. That notice of the application and public hearing were given according to law.
4. That City Council's public hearing was conducted according to law, and the City has kept a record of the application and related documents.
5. That codes and standards relevant to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4 and Idaho Code Secs., 67-6503, 67-6513, 67-6511, 50-1301 through 50-1329 and 50-222.
6. That public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.

7. That these approvals are subject to the Conditions of Approval set forth in the attached Staff Report for the hearing date of December 1, 2021, and the additional conditions of approval as follows:

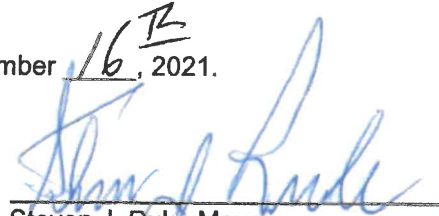
- i. Applicant/Developer must construct all portions of the Cemetery Road frontage up to the sewer main crossing in the northwest corner of the project, and dedicate the same to the City, before final plat approval for phase 1. The remaining portion of the Cemetery Road frontage to the north may be bonded at the time of phase 1 final plat but must be completed and dedicated to the City prior to final plat approval for Phase 2. This requirement shall also be set forth in the Development Agreement.
- ii. Applicant developer shall be allowed a ninety (90) foot turning radius.

C. Decision and Order:

Pursuant to the City Council's authority as provided in Middleton City Code 1-5-2, and based upon the above Findings of Facts and Conclusions of Law, **it is hereby ordered that:**

1. The application of Joseph Austin & David Sterling/T-O Engineering for Annexation and Rezone with respect to the Willow Wood Estates Subdivision is approved subject to the conditions of approval set forth in the Staff Report for the December 1, 2021, public hearing (Exhibit "A") and item #7 above.
2. The application of Joseph Austin & David Sterling/T-O Engineering for Development Agreement with respect to the Willow Wood Estates Subdivision is approved subject to the conditions of approval set forth in the Staff Report for the December 1, 2021, public hearing (Exhibit "A") and item #7 above.
3. The application of Joseph Austin & David Sterling/T-O Engineering for preliminary plat with respect to the Willow Wood Estates Subdivision is approved subject to the conditions of approval set forth in the Staff Report for the December 1, 2021, public hearing (Exhibit "A") and item #7 above.

WRITTEN ORDER APPROVED ON: December 16th, 2021.



Steven J. Rule, Mayor
City of Middleton

Attest: 

Roberta Stewart
Planning and Zoning Department

EXHIBIT "A"

Staff Report for 12/1/2021 Public Hearing - City Council

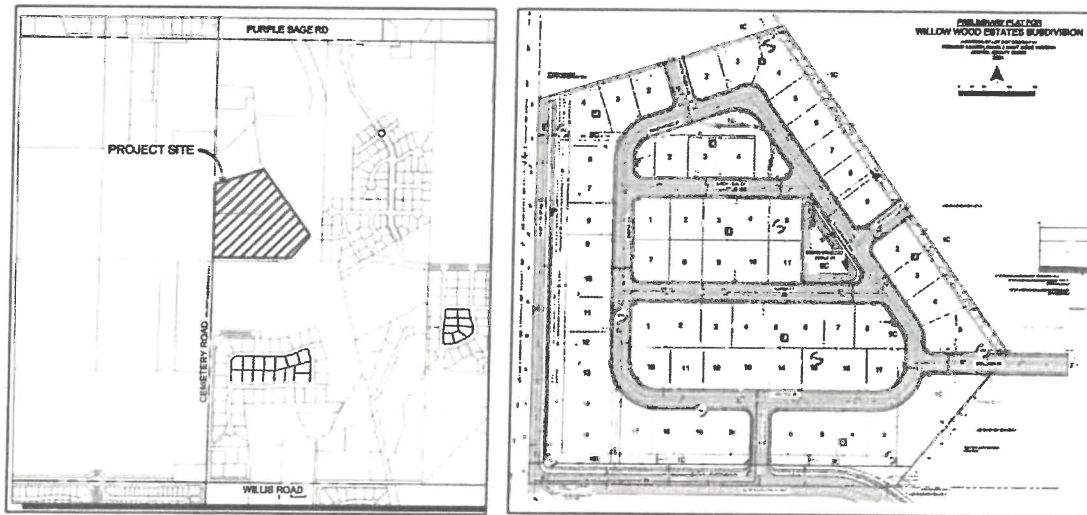


EXHIBIT "A"

STAFF REVIEW AND REPORT

Middleton City Council

Willow Wood Estates Subdivision Snapshot Summary

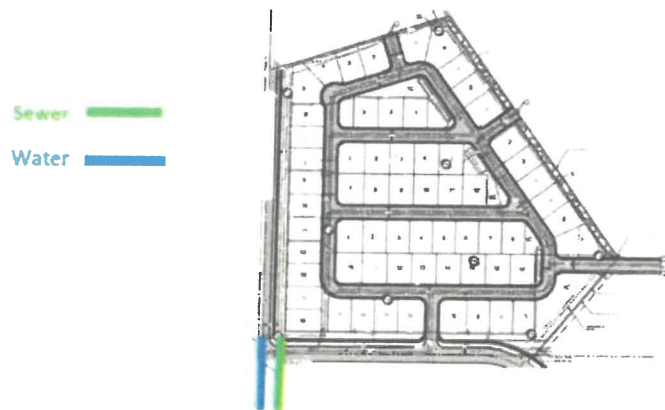


DESCRIPTION	DETAILS
Acreage	21 acres
Current Zoning	County Agricultural
Proposed Zoning	R-3 (Single Family Residential)
Current Land Use	Residential
Proposed Land Use	Residential
Lots	62 residential lots and 10 common lots.
Density	3.0 homes per acre
Open Space	5.00%
Amenities	Two large common lots with green space, tot lot, pathways and seating areas.

- A. **City Council Hearing Date:** December 1, 2021
- B. **Project Description:** Residential subdivision with 62 buildable lots and 10 common lots on 21 acres of vacant land located at 0 Cemetery Road (Tax Parcels Nos. R37579011 and R3757901). Amenities include two large common lots with greenspace, tot lot, seating areas, and pathways.
- C. **Application Requests:** Applicant has three applications: (1) annexation and rezone to R-3 zoning, (2) preliminary plat, and (3) Development Agreement.
- D. **Current Zoning & Property Condition:** The property is currently located in the County and zoned Agricultural. The property to the east and south is within City limits

and zoned R-3. The property on the north and west is County property and zoned Agricultural.

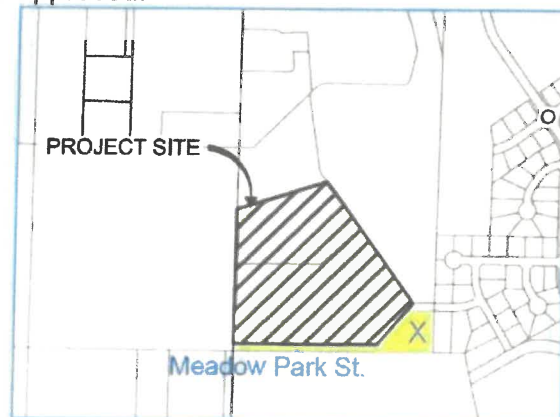
- E. City Services:** City water and sewer are located immediately west and south of the project and easily accessible to the project.



F. Traffic, Access & Streets:

Access to the subdivision is via Meadow Park Street and Explorer Street that connects to The Crossing at Meadow Parks.

As required by City Code, Developer will improve, at its own cost, the ½ road portions of Cemetery Road and Meadow Park Street. Although Developer at one time owned the property fronting Meadow Park, it does not currently own that frontage property. However, Developer recognizes the need for the City to build critical east/west roads, so it has entered into an agreement with the current owner of the property to build those frontage improvements and dedicate the same to the City. Planning Staff recommends that City Council make a condition of approval the requirement that Meadow Park frontage improvement and dedication to the City must occur before final plat for Phase 1 is approved.



Applicant completed a Traffic Study which is currently being updated. It will show percentage of impacts this subdivision will have on surrounding intersections, and Developer will be required to pay for those impacts via a proportionate share traffic fee that must be paid prior to final plat approval for phase 1. This requirement will be set forth in the proposed Development Agreement.

- G. Pathway, Sidewalks & Open Space:** Developer has provided 5% open space in compliance with the code by providing large common lots containing pathways, seating areas, and a tot lot.
- H. Storm drain and Pressurized Irrigation:** Storm drain facilities and pressurized irrigation have been provided and are approved by the City Engineer.
- I. Middleton Rural Fire District:** The subject property is in the Middleton Rural Fire District. The Fire District is backed up with review of Middleton, Canyon County and Star preliminary plats and has not had a chance to issue comments on this application.

City Council can still approve the preliminary plat, but it is critical that compliance with Middleton Fire District comments be made a condition of approval. Once that is done, then City Engineer will work with Developer and the Fire District to make sure the Construction documents for the subdivision infrastructure include all Fire District requirements.

- J. Annexation and Rezone:** Applicant is requesting that the entire 21 acre project parcel be annexed into the City of Middleton and zoned R-3, which permits three single family homes per gross acre.

There are three requirements for annexation approval: (1) the property must be contiguous to City limits (2) City sewer and water can be extended to serve the site, (3) the annexation is in the best interest of the City and not adverse to the public health and welfare.

As to a zone change request, the Council must make two findings before approving such a request: (1) the rezone will not adversely affect the City's delivery of services and (2) the rezone request is in harmony with the Comprehensive Plan.

FINDINGS:

Planning Staff finds that Applicant's project meets all three of the annexation requirements. (1) The property is contiguous; (2) sewer and water are available as shown above, and (3) the City will benefit from the housing provided and street improvements that are made, and the project will not adversely affect the public health and welfare because City services can be provided efficiently and economically

K. Preliminary Plat Application: The preliminary plat shows two phases for development, and it complies with all Middleton codes and standards. The only exception from code is applicant's request to lower the code required turning radius of 125' to 90'. City Staff is in the process of changing the Code to allow 90' turning radius. It will be heard by P&Z on December 6th.



Planning Staff finds that the preliminary plat complies with dimensional standards and requirements of the Middleton City Code, ISPWC, Supplement to ISPWC, and Idaho State Code except for the waiver noted above.

Planning Staff further finds that the preliminary plat is not materially detrimental to the public health, safety and welfare as noted directly above in the section on Annexation/Rezone. Additionally, the preliminary plat is in harmony with the Middleton Comprehensive Plan as will be shown in more detail in Section M below.

- L. Development Agreement:** Annexation and rezone requests generally require a Development Agreement ("DA"). Applicant and City Staff have used the City's form for the DA, and have merely added six new provisions:
- a. A concept plan shall be attached to the Development Agreement, and Developer shall construct the project "substantially consistent" with the concept plan.
 - b. Developer shall, at its own cost, improve the 50' half-road portions of Cemetery Road and Meadow Park Street and dedicate the same to the City prior to approval of final plat for phase 1.
 - c. Developer shall pay additional pro-rata or proportionate share fees for all traffic impacts and intersection controls affected by the subdivision prior to final plat approval for phase 1.
 - d. All construction shall be in compliance with R-3 zoning.
 - e. If Developer does not bring phase 1 to final plat within 2 years of preliminary plat approval (or 3 years with a 1 year extension request), then the Developer will be in breach of contract, and City will have the option of terminating the Development Agreement. The preliminary plat will also become null and void, and the property will remain R-3 zoning.
 - f. After final plat approval for Phase 1, Developer will obtain final plat approval for each successive phase within 2 years (or 3 years with a 1 year extension) of the final plat approval for the previous phase.

A copy of the proposed Development Agreement is attached as Exhibit "B".

- M. Comprehensive Plan & Land Use Map:** Applicant's project complies with the Comprehensive Plan Land Use Map because the project parcel is designated "Residential" on the Land Use Map, which matches the residential use planned for the site.

Additionally, Applicant's project complies with the *Goals, Objectives, and Strategies of the 2019 Middleton Comprehensive Plan* as follows:

- a. *Goals 3 and 23:* The project provides safe vehicle and pedestrian facilities in light of the street improvements and sidewalks shown on the preliminary plat.
- b. *Goal 4:* The project will establish a good quality of life with development that pays through impact fees and property taxes for the public services it receives when infrastructure is installed. Additionally, quality lots for residential use increase the quality of life and general welfare of the City.
- c. *Goals 11:* The housing type matches the residents' lifestyle in the area the project is located.

N. Comments Received from Surrounding Landowners: None.

O. Comments from Agencies: Comments from Black Canyon Irrigation District were received on November 2, 2021 and November 19, 2021. Black Canyon merely reminded applicant of piping requirements. Comments from COMPASS were received on November 5th. The agency noted informational items, including viability of public transportation for the site. On November 8th, CHD4 submitted comments concerning moratorium on cuts to newly rebuilt roads, portion of road that needs rebuilt, and notice that the section line was offset 2 ½ feet. Agency comments are attached as Exhibit "C".

P. Comments from City Engineer and Planning Staff:

Copies of Engineering and planning comments are attached as Exhibit "D".

Q. Applicant Information: Application was accepted on March 16, 2021. Applicants are Joseph Austin (Owner) and David Sterling/T-O Engineering. 2471 S. Titanium, Meridian ID 83642. (208) 323-2288.

R. Notices & Neighborhood Meeting:	Dates:
Newspaper Notification	11/14/2021
Radius notification mailed to Adjacent landowners within 300'	11/12/2021
Circulation to Agencies	11/10/2021
Sign Posting property	11/12/2021
Neighborhood Meeting	02/17/2021

S. Applicable Codes and Standards:

Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4, an Idaho Code Secs., 67-6503, 67-6513, 67-6511, 50-1301 through 50-1329, and 50-222.

T. Conclusions and Recommended Conditions of Approval:

City Council is considering three applications for (1) Annexation/Rezone, (2) Preliminary Plat, and (3) Development Agreement. Per State law and the Middleton City Code, any decision and order must be based upon findings of facts and conclusions of law.

As to Findings of Facts, Planning staff has set forth findings of facts above in parentheses. If the Council agrees with those findings of facts and agrees with any of the testimony and evidence presented at the public hearing, the Council should make a motion to accept those findings of facts.

As to Conclusions of Law, Planning Staff finds that the Council has the authority to hear these applications. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton Code to be considered in making a decision on the applications. If the December 1st public hearing is held and conducted in compliance with Idaho State Statute and the Middleton City Code, then the Council may accept these conclusions of law by passing a motion to accept the conclusions of law set forth in the staff report and at the public hearing.

If the Council is inclined to approve the three applications based upon the above *Findings of Facts* and *Conclusions of Law*, then Planning Staff recommends that any approval be subject to the following conditions:

1. City of Middleton municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the subdivision.
2. Owner/Developer shall construct, at its own cost, all frontage improvements to Cemetery Road and Meadow Park Street and dedicate the same to the City of Middleton prior to approval of final plat for phase 1.
3. Owner/Developer to update their initial Traffic Impact Study and pay all City required proportionate share traffic fees prior to final plat approval for phase 1.
4. All City Engineer review comments are to be completed and approved.
5. All requirements of the Middleton Rural Fire District are to be completed and approved.
6. Tot Lot located on Lot 1C, Block 3 to include seating area/benches.
7. Sewer and water capacity to be reserved at the time City approves the construction drawings for the project.

Finally, if the Commission recommends denial of the preliminary plat application, then pursuant to Middleton City Code 1-14(E)(8), the Commission must state on the record what Applicant can do, if anything, to gain approval of the application(s).

EXHIBIT "A"

Preliminary Plat under review

EXHIBIT "B"

Proposed Development Agreement

After Recording, mail to
Middleton City Administrator
1103 W. Main St.
Middleton, ID 83644

DEVELOPMENT AGREEMENT

This Development Agreement (**Agreement**) is entered into by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho (**City**); and Joseph L. Austin and Deborah Austin, husband and wife, referred to hereafter as Developer (**Developer**).

RECITALS

WHEREAS, Developer owns approximately 21 acres of real property located at 0 Cemetery Road (Tax Parcel Nos. R3757901 and R37579011, Middleton, Canyon County, Idaho, legally described in Exhibit A attached hereto and incorporated herein by this reference (**Property**); and

WHEREAS, Developer intends to improve the Property (also known as Willow Wood Estates Subdivision) according to the Middleton City Code and the City's public works standards at the time(s) the Property is improved; and

WHEREAS, the City, pursuant to Idaho Code §67-6511A, has the authority to annex and rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development agreement to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and Middleton City Code.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and

performances herein bargained for, relied on, and expected, the parties agree as follows:

ARTICLE I LEGAL AUTHORITY

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and Middleton City Code, Title 5, Chapter 2.

ARTICLE II ANNEXATION AND ZONING ORDINANCE

The City will adopt an ordinance to annex and rezone the Property from Canyon County Agricultural to City of Middleton R-3 (Single Family Residential). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will perform at the city's expense and with the Developer's cooperation.

ARTICLE III CONDITIONS OF DEVELOPMENT

3.1 **Applications.** Developer will develop the Property subject to the conditions and limitations set forth in this Development Agreement. Further, Developer shall submit such applications regarding preliminary plat and final plat reviews, and/ or any special use permits, if applicable, and any other applicable applications as may be required by the Middleton City Code, which shall comply with the Middleton City Code, as it exists at the time such applications are made except as otherwise provided within this Development Agreement.

3.2 **Concept Plan.** The Concept Plan attached hereto as Exhibit "B" represents Developer's current concept for completion of the project. Developer shall be bound by this Concept Plan and shall develop the project substantially consistent with the Concept Plan.

3.3 **Frontage Improvements.** Developer shall, at its own cost, improve the fifty foot (50') half-road portions of Cemetery Road and Meadow Park Street per City standards and codes and dedicate the same to the City prior to approval of final plat for Phase 1.

3.2 **Proportionate Share Fees:** Developer shall pay City required traffic proportionate share fees in the amount of _____ dollars (\$_____) prior to final plat approval for Phase 1. Payment of the proportionate share fees will be a condition of approval for Phase 1 final plat.

3.3 Final Plat Deadline & Termination of Agreement. Developer shall obtain City Engineer's signature on the final plat for Phase 1 within two years of the date the preliminary plat is approved. Upon written request prior to the expiration of said two year period, Developer may apply administratively with a written request for a one year extension to obtain City Engineer's signature on the Phase 1 final plat. Notwithstanding the provisions in Article IV, if Developer does not obtain the City Engineer's signature on the Phase 1 final plat within two years of the date the preliminary plat is approved or within the time-period of a one year extension, then Developer will be in material breach of this Agreement. Additionally, the preliminary plat shall become null and void. The City, after complying with the notice and hearing requirements contained in the Middleton City Code and Idaho State Code, may then choose to extend, modify, or terminate this Agreement. The City may initiate the foregoing proceedings and may do so at any time following a material breach hereof. Termination of this Agreement shall not affect the zoning that is in place at the time of the termination, and the zoning for the Property shall remain R-3. No delay in initiating proceedings to extend, modify, or terminate this Agreement following a material beach by Developer shall constitute a waiver of said breach.

3.4 Two Year intervals for Final Plat. After final plat approval for Phase 1, Developer shall be required to obtain the City Engineer's signature on each phase's final plat within two years of final plat approval on the previous phase. Upon written request prior to the expiration of said two-year period, Developer may apply administratively with a written request for a one year extension to obtain City Engineer's signature on the final plat under consideration. If Developer does not timely apply for a one-year extension or does not subsequently obtain the Engineer's signature on the final plat within the one year extension time period, then the preliminary plat for said phase and all subsequent phases shall become null and void, and Developer must resubmit the preliminary plat for said phases in order to continue to develop the Property.

ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT

4.1 If the Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breach may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirement contained in Middleton City Code and Idaho Code.

If after a breach, the City Council determines that the terms of this Agreement applicable to the breach should be modified, the term(s) of this Agreement shall be amended and the Developer shall comply with the amended terms.

Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.2 If after a breach, the City Council determines that the zoning should remain R-3, or as otherwise provided in the Idaho Code, then the Developer hereby consents to such reversion or other action and will cease uses not allowed or permitted in the R-3 zone.

4.3 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.4 NOTICE OF FAILED PERFORMANCE. Upon any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party with thirty (30) days of the receipt of such notice.

ARTICLE V GENERAL PROVISIONS

5.1 This Agreement contains the entire agreement of the parties respecting the Property and supersedes all prior discussions and written and verbal agreements between the parties respecting the Property.

5.2 Any amendment or addendum to this Agreement shall be in writing and made only after the City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 2.

5.3 Any notice that a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate after giving notice. 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 forgoing:

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

Developer: _____

5.4 If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 The Agreement shall be effective after being fully executed. This Agreement shall become valid and binding only upon its approval by the City Council and execution of the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorded at the expense of the City.

5.6 Each commitment and restriction described in this Agreement shall be a burden on the Property and run with the land and shall be appurtenant to and for the benefit of the Property, adjacent property and other residential land near the Property.

This Agreement shall be binding on the City and Developer, 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, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their owners' parcels or lots.

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.

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

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

5.9 Time is of the essence for performance of each obligation in this Agreement.

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

Dated this ____ day of _____, 2021 and effective upon annexation and rezoning of the Property.

CITY OF MIDDLETON

ATTEST

By: _____
Steven J. Rule, Mayor

By: _____
Becky Crofts, City Clerk

State of IDAHO)
 ss.
County of Canyon)

I, a notary public, do hereby certify that on this _____ day of _____, 2021, personally appeared before me Steven J. Rule, who declared that he is the Mayor of the City of Middleton, Idaho and signed this Development Agreement as Mayor of the City of Middleton.

Notary Public
My Commission Expires: _____

[Signatures on following page]

JOSEPH L. AUSTIN

State of Idaho)
 ss.
County of _____)

I, a notary public, do hereby certify that on this ___ day of _____, 2021, personally appeared before me Joseph L. Austin, who declared that he signed this Development Agreement in the capacity of Developer and Owner of the Willow Wood Estates Subdivision.

Notary Public
My Commission Expires: _____

DEBORAH R. AUSTIN

State of Idaho)
 ss.
County of _____)

I, a notary public, do hereby certify that on this ___ day of _____, 2021, personally appeared before me Deborah R. Austin, who declared that she signed this Development Agreement in the capacity of Developer and Owner of the Willow Wood Estates Subdivision.

Development Agreement – _____
Page 7

Notary Public
My Commission Expires: _____

EXHIBIT “C”

Agency Comments

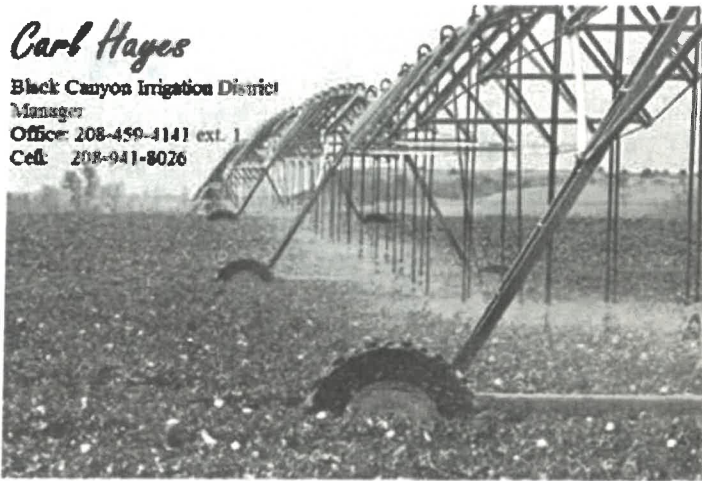
From: [Carl Hayes](#)
To: [Roberta Stewart](#)
Subject: Willow Wood Estates Subdivision
Date: Tuesday, November 2, 2021 2:48:42 PM
Attachments: [image001.png](#)

Standard piping requirements apply as this project borders the C-East 18.1-3.4 Lateral.

Thank you,

Carl Hayes

Black Canyon Irrigation District
Manager
Office: 208-459-4141 ext. 1
Cell: 208-941-8026





CANYON HIGHWAY DISTRICT No. 4
15435 HIGHWAY 44
CALDWELL, IDAHO 83607

TELEPHONE 208/454-8135
FAX 208/454-2008

November 8, 2021

City of Middleton, Idaho
Planning & Zoning Department
1103 West Main Street
Middleton, ID 83644
Attention: Roberta Stewart, Planning and Zoning Administrator

RE: Cemetery Road-Willow Wood Subdivision—Preliminary Plat

Mrs. Stewart:

Canyon Highway District No. 4 (CHD4) has reviewed the preliminary plat dated 7/30/21 for Willow Wood Estates Subdivision. The development consists of approximately 21 acres with 63 buildable lots. The development is located on parcels R3757901000 and R3757901100. The development is requesting annexation, preliminary plat, and R-3 zoning from Middleton City. The Subdivision is located on the east side of Cemetery Road approximately 2,770' north of Willis Road

CHD4 offers the following recommendations:

General

By agreement with the City, CHD4 maintains Cemetery Road 0.5 miles north of Willis Road to Purple Sage Road. Under this agreement, CHD4 may provide comment on development or other permit activity, which may affect traffic operations or maintenance of Middleton Road.

Cemetery Road

At time of improvement drawing review the following shall be shown:

- CHD4 policy requires a 5-year moratorium on road cuts in any newly rebuilt road. Cemetery Road was rebuilt in 2020.
 - New utilities are shown to extend 100' north of the subdivision's south property line in existing Cemetery Road.
 - Applicant shall remove and rebuild full width of road beginning approximately 25' south of the quarter corner and extend north beyond the perpendicular sewer crossing and terminate at next available warm joint. This includes any borrow ditches and road appurtenances.
 - If utility construction in Cemetery Road extends beyond depicted limits—Middleton City shall take over maintenance responsibilities of Cemetery Road.

Please consider extending sewer east, via Meadow Creek Way, to prevent additional utility cuts on Cemetery. Can this be addressed through improvement plans from Estates at West Highlands (see email dated 11/8/21)?

CHD4 asks the City to consider the following:

- Centerline is offset approximately 2.5' west from section line. Widen Cemetery Road from section line per Middleton typical section.

Access to Cemetery to come by future Meadow Creek Way shown as Meadow Park Street on Willow Wood plan.

Traffic Impact

Traffic mitigation will be addressed through subdivision frontage improvements and impact fees.

Please feel free to contact with any questions on this matter.

Respectfully,



Lenny Riccio, E.I.T.
Assistant District Engineer
Transportation Planner
Canyon Highway District No. 4

Communities in Motion 2040 2.0 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040 2.0* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

Development Name: Willow Wood Estates






Agency: Middleton

CIM Vision Category: Future Neighborhoods

New households: 63

New jobs: 0

Exceeds CIM forecast: No

	CIM Corridor: Purple Sage Road Pedestrian level of stress: R Bicycle level of stress: R	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.
	Housing within 1 mile: 750 Jobs within 1 mile: 70 Jobs/Housing Ratio: 0.1	A good jobs/housing balance - a ratio between 1 and 1.5 - reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
	Nearest police station: 2.3 miles Nearest fire station: 2.2 miles	Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
	Farmland consumed: Yes Farmland within 1 mile: 927 acres	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
	Nearest bus stop: >4 miles Nearest public school: 1.1 miles Nearest public park: 1.3 miles Nearest grocery store: >4 miles	Residents who live or work less than 1/2 mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

This proposal is on the fringe of the City of Middleton surrounded by farmland and removed from employment centers. Cemetery Road is identified in the *Middleton Connects 2015 City Vision Map* as having a Public Use Pathway and Bike Lane in the future. The Picadilly Park Park and Ride is approximately 1.5 miles away. This stop is not currently served, but *ValleyConnect 2.0* proposes future service at this location with an express route from Happy Day Transit Center to Saint Luke's regional hospital in Meridian, via Hwy-44, with 30-minute frequencies.

More information about COMPASS and *Communities in Motion 2040 2.0*:

Web: www.compassidaho.org

Email info@compassidaho.org

More information about the development review process:

<http://www.compassidaho.org/dashboard/devreview.htm>



Fiscal Impact Analysis Supplemental for the Development Review Checklist


The purpose of the fiscal impact analysis is to better estimate expected revenues and costs to local governments as a result of new development so that the public, stakeholders, and the decision-makers can better manage growth. Capital and operating expenditures are determined by various factors that determine service and infrastructure needs, including persons per household, student generation rates, lot sizes, street frontages, vehicle trip and trip adjustment factors, average trip lengths, construction values, income, discretionary spending, and employment densities.

The COMPASS Development Checklist considers the level of fiscal benefits, how many public agencies benefit or are burdened by additional growth, and how long the proposal will take to achieve a fiscal break-even point, if at all. More information about the COMPASS Fiscal Impact Tool is available at: www.compassidaho.org/prodserv/fiscalimpact.htm.

Overall Net Fiscal Impact

Net Fiscal Impact, by Agency

City 

County 

Highway District 

School District 

Break Even: 1 Year

EXHIBIT “D”

City Engineer & Planner Comments



October 15, 2021

TO: Roberta Stewart, Planner
Cc: T-O Engineers, David Sterling, PE

FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE

RE: Willow Wood Estates Subdivision – Revised Preliminary Plat

Thank you for the opportunity to review the above referenced preliminary plat submittal. We are in receipt of two pages, both stamped and sealed by David N. Sterling, PE, 13063 ID, dated July 30, 2021.

MCC 5-4-4.2.b. Please add Preliminary Plat and information to top of C0.01.

MCC 5-4-4.2.j. Please add existing zoning information for adjacent parcels.

Revise Note 5 to reference Idaho Code and the irrigation district. Dimension irrigation easements (all), dimension common lots. Please identify and detail the easement for the irrigation/drainage facility along the east boundary.

Please add a note detailing all irrigation and/or drainage to be relocated out of rights of way.

Add street names to C0.01.

Extend 16" water main in Cemetery to north project limits. Terminate with hydrant.

Please extend the 8 inch sewer main at the end of Sumac Ave to the Cemetery right of way.

Revisit streetlight location – streetlights required every 400 ft.

Revise stormwater management to retention facilities.

The boundary is required to be surveyed and section corners referenced. Topography needs to be shown – utilities, irrigation, adjacent. Contours alone are not topography.

Add centerline radii and intersection radii, dimension rights of way.

There are multiple text/line/drafting conflicts that need to be corrected.

The traffic buffer on Cemetery and Meadow Park is required to be 24 ft

Add typical section for Meadow Park Street. Local structural section is 3/6/15.

Please show the location of the driveway to the west.

The intersection at Timberwood is atypical and needs to be revisited

Verify the spelling of Sweeney name.

Revise Note 3. Only utilities and access for front lot easement.

C0.01.

- Keynote 1, Keynote 2 - connection to "Estates at Meadowpark"
- Note 1. Add "unless otherwise noted"
- Note 2. Add "unless otherwise noted"



CITY OF MIDDLETON

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

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

citmid@middletoncity.com

www.middleton.id.gov

October 4, 2021

Planner Comments

Willow Wood Estates Subdivision – Pre-Plat dated 7/29/2021

1. Please send copy of the agreement showing you have right to control (or own) 9th Street Right of way, proving that you will be able to improve and dedicate the Right of Way upon completion of construction.
2. Does the current annexation legal description and sketch include the 9th Street Right of Way? How is that going to be handled?
3. The Traffic Study indicates that this 63 lot subdivision has no material effect on any nearby intersections, removing the need to collect proportionate share dues. We need to get Amy Woodruff's opinion on that conclusion.
4. Missing a landscape plan
5. Need to show perimeter fence around entire subdivision. Either show it on the pre-plat or add it to the landscape plan.
6. Change name of Redbud Street to Redbud Avenue since it is a north/south roadway.
7. Add note to the "Notes" section stating that L16/B1 is a private drive. Also note that it has a public easement applied to the entire drive. Finally, put an additional call-out note regarding the easement next to the drive on the pre-plat.
8. Block 1, Lots 7, 8 and 9 need widened to 75'
9. Block 1, Lot 4; Block 2, Lots 3 and 4; Block 3 Lots 6 & 7 need notations to show they are at least 75' wide at the 25' setback line.
10. L7/B1 size needs to be increased to 8000.
11. You are a little over the density allowed, but it is by just a hair so we're inclined to overlook it. But, you have multiple lots that don't have enough frontage width or minimum size. If you can't get these deficient lots to meet the minimum code standards, then you may have to remove a lot from the plat to make more room. If you can get all lots to meet minimum dimensional standards, then I don't think the City will mind that you are a "touch" over the density allowed. Up to you.
12. I can't find the following common lots on the plat: L8/B3 and L13/B4. Please remove notation and renumber lots or show me where they are.
13. What is planned for the little landlocked parcel L2C/Block 2? Why is that parcel there?
14. Show mailbox clusters on the pre-plat
15. You are overstating your open space. When I count the 3 large common lots together, it is a little over an acre, which may get you to 5%. One of the 3 common lots may not really be sufficient to deem "Open Space" in the spirit of the Code, but we can try. We cannot include the landscape buffers and smaller endcap buffers in the open space count. They do not meet the spirit of the "Open Space" code. If you add an amenity on one of the bigger common lots, that will help create the sense of meeting the 5% open space requirement. A playground, or gathering structure, benches...etc., something to

provide 5% gathering space for the residents. Whatever you choose needs to be shown on the pre-plat.

16. I can't tell if you have the landscape berm required by MCC5-4-10-2 and MCC 5-4-10-6. If that common lot along Cemetery will serve as the required buffer, then put a little call-out note showing that it has a landscape buffer easement on it.
17. Will there be any phasing? If so, please create a phasing page.
18. Please change or add the following notes to the "Note" section:
 - a. Change Note 1 to state "building setbacks and dimension standards shall be in accordance with the Middleton city Code at the time of building permit issuance."
 - b. All streets proposed in this subdivision are public streets and shall be constructed in accordance with Middleton standards for public streets
 - c. Domestic and fire protection water shall be provided by the city of Middleton
 - d. Sanitary sewer collection shall be provided by the City of Middleton
 - e. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the re-subdivision.
 - f. All existing wells shall be abandoned per IDWR regulations. All septic systems shall be completely removed and the area recompacted per geotechnical report.
 - g. Sewer and Water capacity shall be reserved when City approves the construction drawings.
 - h. All lots are hereby designated as having a permanent easement for public utilities and pedestrian walkways over the 10' adjacent to any public right of way. This easement shall not preclude the construction of hard-surfaced driveways and walkways to each lot.
 - i. All lots contain a 10' wide easement adjacent to any rear lot line or subdivision boundary for public utilities.
 - j. All interior lot lines contain a 5' wide easement, each side, for public and private utilities, drainage and irrigation facilities.
19. Please type out a formal response to each comment explaining whether you agree to the change requests or why you disagree with the change request.

Sincerely,

Roberta L. Stewart

Middleton City Planner

EXHIBIT B
PROPOSED AMENDED PRELIMINARY PLAT

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SITE DATA

OWNER/DEVELOPER

JOE AUSTIN
1746 WINDMILL SPRING CT.
MIDDLETON, ID 83644
PH: (208) 890-9955

ENGINEER

DAVID N. STERLING, P.E.
ARDURRA
2471 S. TITANIUM
MERIDIAN, ID 83642
PH: (208) 323-2288

SURVEYOR

ANDREW POE
ARDURRA
2471 S. TITANIUM
MERIDIAN, ID 83642
PH: (208) 323-2288

ZONING AND SETBACK

ZONE - R-3
CITY SETBACKS
FRONT = 25'
REAR = 20'
SIDE = 10'
STREET SIDE = 20'

FIRE DISTRICT

CITY OF MIDDLETON

SEWER AND WATER DISTRICT

CITY OF MIDDLETON

IRRIGATION DISTRICT

PRIVATE
(PRESSURE IRRIGATION)

BLACK CANYON IRRIGATION DISTRICT

ROADWAY JURISDICTION

CITY OF MIDDLETON

SCHOOL DISTRICT

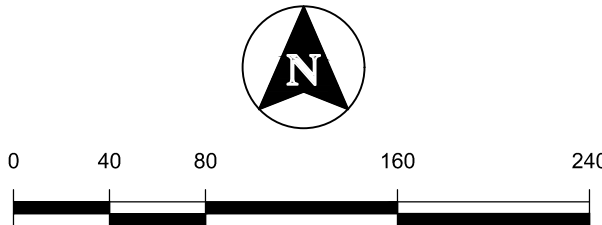
MIDDLETON SCHOOL
DISTRICT #134

AREA AND LOT SUMMARY

TOTAL AREA	±904,260 SF	20.8 ACRES
TOTAL RESIDENTIAL AREA	±525,627 SF	12.1 ACRES
TOTAL COMMON/OPEN SPACE AREA	±132,208 SF	3.0 ACRES
INTERIOR COMMON/OPEN SPACE AREA	±48,371	1.1 ACRES
RIGHT OF WAY AREA	±198,054 SF	4.5 ACRES
TOTAL NUMBER OF LOTS	72	
TOTAL NUMBER OF BUILDABLE LOTS	62	
TOTAL NUMBER OF COMMON LOTS	10	
PROPOSED DENSITY	2.99	UNITS/ACRE
AVERAGE RESIDENTIAL LOT SIZE	±8,478 SF	0.19 ACRES
MINIMUM LOT SIZE	8000 SF	0.18 ACRES
PERCENTAGE TOTAL OPEN SPACE	14.62%	
PERCENTAGE INTERIOR OPEN SPACE	5.35%	

PRELIMINARY PLAT FOR WILLOW WOOD ESTATES SUBDIVISION

A PORTION OF LOT 2 OF SECTION 31
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO
2023



LEGEND

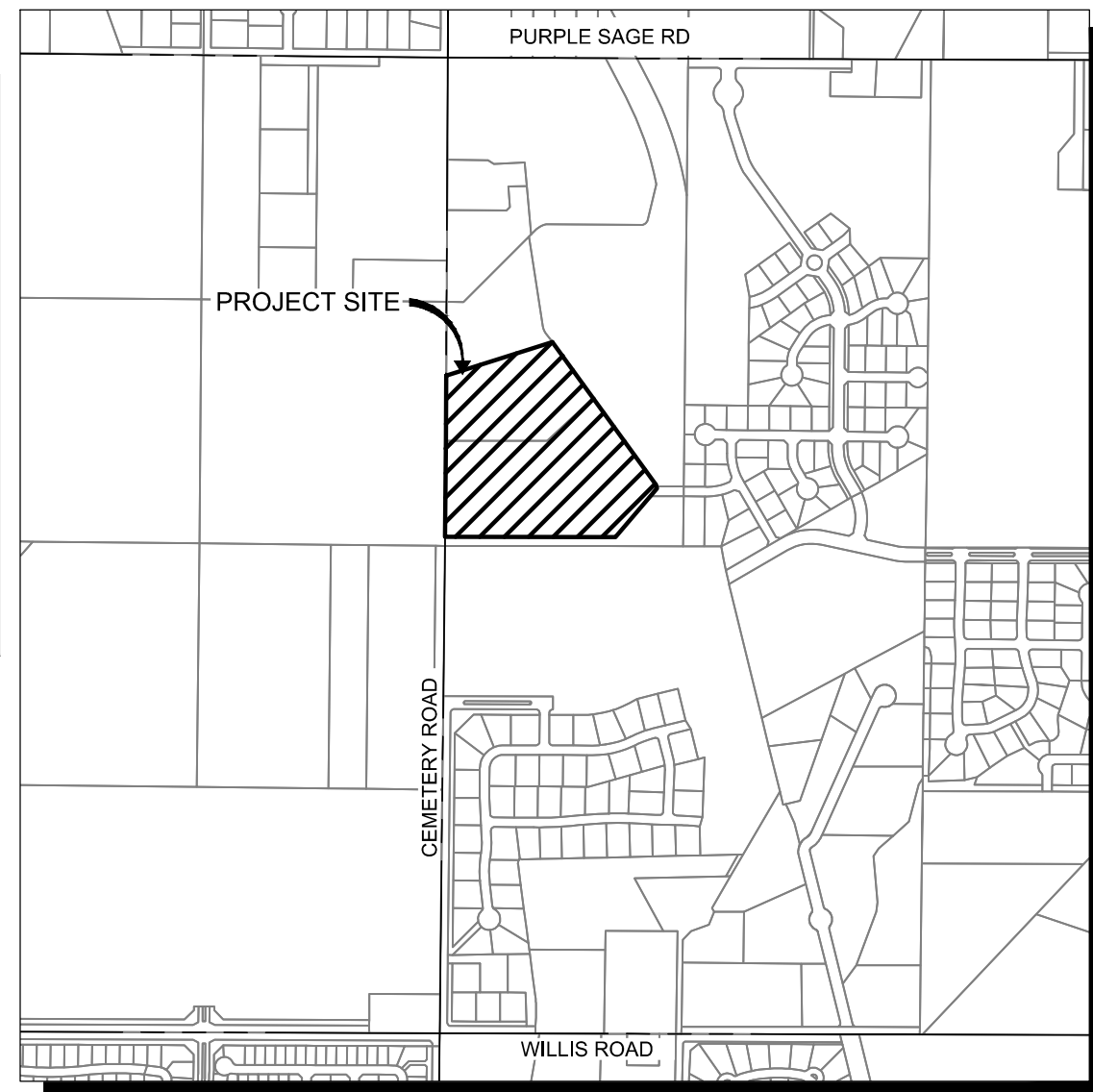
---	SUBDIVISION BOUNDARY
---	RIGHT-OF-WAY
---	EASEMENT
---	ROAD CENTERLINE
---	RESIDENTIAL LOT NUMBER
---	COMMON LOT NUMBER
---	BLOCK NUMBER
---	FOUND ALUMINUM CAP
---	FOUND 5/8 REBAR
---	CALCULATED POINT

SHEET INDEX

C0.00	LOT DIMENSIONS
C0.01	UTILITY PLAN

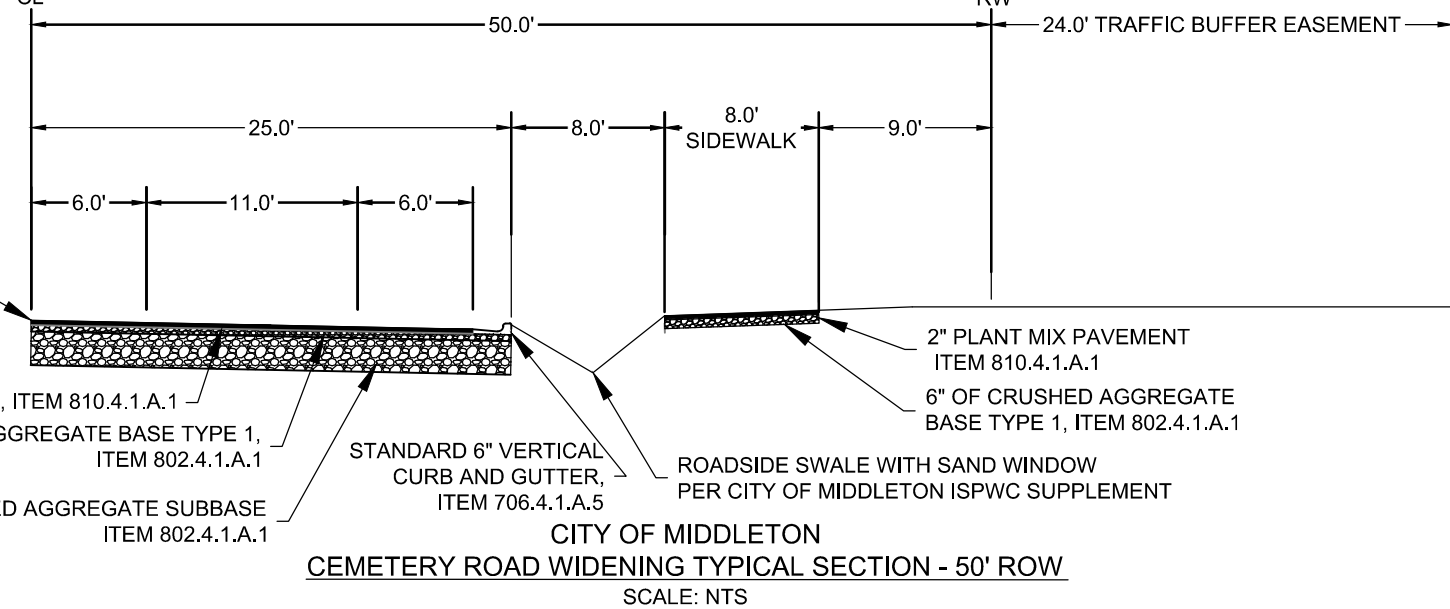
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C5	25.65'	16.38'	36°35'56"	S17°45'14"E	16.11'



VICINITY MAP

SCALE: 1"=1000'



NOTES

- BUILDING SETBACK AND DIMENSION STANDARDS SHALL BE IN ACCORDANCE WITH THE MIDDLETON CITY CODE AT THE TIME OF BUILDING PERMIT ISSUANCE.
- COMMON LOTS TO BE OWNED AND MAINTAINED BY THE WILLOW WOOD ESTATES HOMEOWNERS ASSOCIATION.
- STORM DRAINAGE WILL BE ROUTED TO INFILTRATION FACILITIES LOCATED IN COMMON AREAS. STORM DRAINAGE WILL BE DESIGNED IN ACCORDANCE WITH THE CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES AND THE CITY OF MIDDLETON.
- INDIVIDUAL PRESSURE IRRIGATION SERVICES WILL BE PROVIDED TO THE REAR OF EACH LOT. PRESSURE IRRIGATION WILL BE CONNECTED TO A NEW PUMP STATION LOCATED IN COMMON LOT 1 BLOCK 2. THE SYSTEM WILL BE OWNED AND MAINTAINED BY THE HOA. LOT OWNERS WILL BE OBLIGATED TO PAY LEVIES AND ASSESSMENTS FROM THE APPLICABLE IRRIGATION DISTRICT.
- IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT OF WAY. ALL IRRIGATION AND DRAINAGE FACILITIES SHALL BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY. ALL WORK WITHIN THE BLACK CANYON IRRIGATION DISTRICT EASEMENT SHALL BE PER BCID STANDARDS AND BE REVIEWED AND APPROVED BY THE DISTRICT. ALL FENCING ADJACENT TO THE BCID EASEMENT SHALL MEET BCID STANDARDS AND BE APPROVED BY BCID PRIOR TO CONSTRUCTION.
- DIRECT LOT ACCESS TO CEMETERY ROAD IS PROHIBITED.
- BLOCK 1, LOTS 1 AND 5, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOTS 1 AND 2, BLOCK 5, LOT 9, BLOCK 6 LOT 6, BLOCK 7 LOT 1 ARE COMMON LOTS
- BLOCK 1, LOT 5 IS A PRIVATE DRIVE AND CONTAINS A BLANKET PUBLIC ACCESS AND UTILITY EASEMENT
- ALL STREETS PROPOSED IN THIS SUBDIVISION ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH MIDDLETON STANDARDS FOR PUBLIC STREETS.
- DOMESTIC AND FIRE PROTECTION WATER ALONG WITH SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- ALL EXISTING WELLS SHALL BE ABANDONED PER IDWR REGULATIONS. ALL SEPTIC SYSTEMS SHALL BE COMPLETELY REMOVED AND THE AREA RECOMPACTED PER THE GEOTECHNICAL REPORT.
- SEWER AND WATER CAPACITY SHALL BE RESERVED WHEN CITY APPROVES THE CONSTRUCTION DRAWINGS.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES AND PEDESTRIAN ACCESS OVER THE 10' ADJACENT TO ANY PUBLIC RIGHT OF WAY. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- ALL LOTS CONTAIN A 10 FOOT WIDE EASEMENT ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY FOR PUBLIC UTILITIES & IRRIGATION
- ALL INTERIOR LOTS CONTAIN A 5' WIDE EASEMENT, EACH SIDE, FOR PUBLIC AND PRIVATE UTILITIES, DRAINAGE AND IRRIGATION FACILITIES.
- PRESSURIZED IRRIGATION WATER WILL BE PROVIDED TO EACH LOT FROM THE BLACK CANYON IRRIGATION DISTRICT. IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B), LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR LEVIES AND ASSESSMENTS FROM SAID DISTRICTS AND COMPANIES.
- PROPOSED UTILITIES ARE SHOWN AS PRELIMINARY ONLY AND MAY BE RECONFIGURED AT FINAL DESIGN.
- THE FULL WIDTH OF CEMETERY ROAD SHALL BE RECONSTRUCTED PER CANYON HIGHWAY DISTRICT #4 REQUIREMENTS PER LETTER DATED NOVEMBER 8, 2021.

SURVEY INFORMATION

ARDURRA- ANDREW POE, PLS PHONE NO. (208)-323-2288

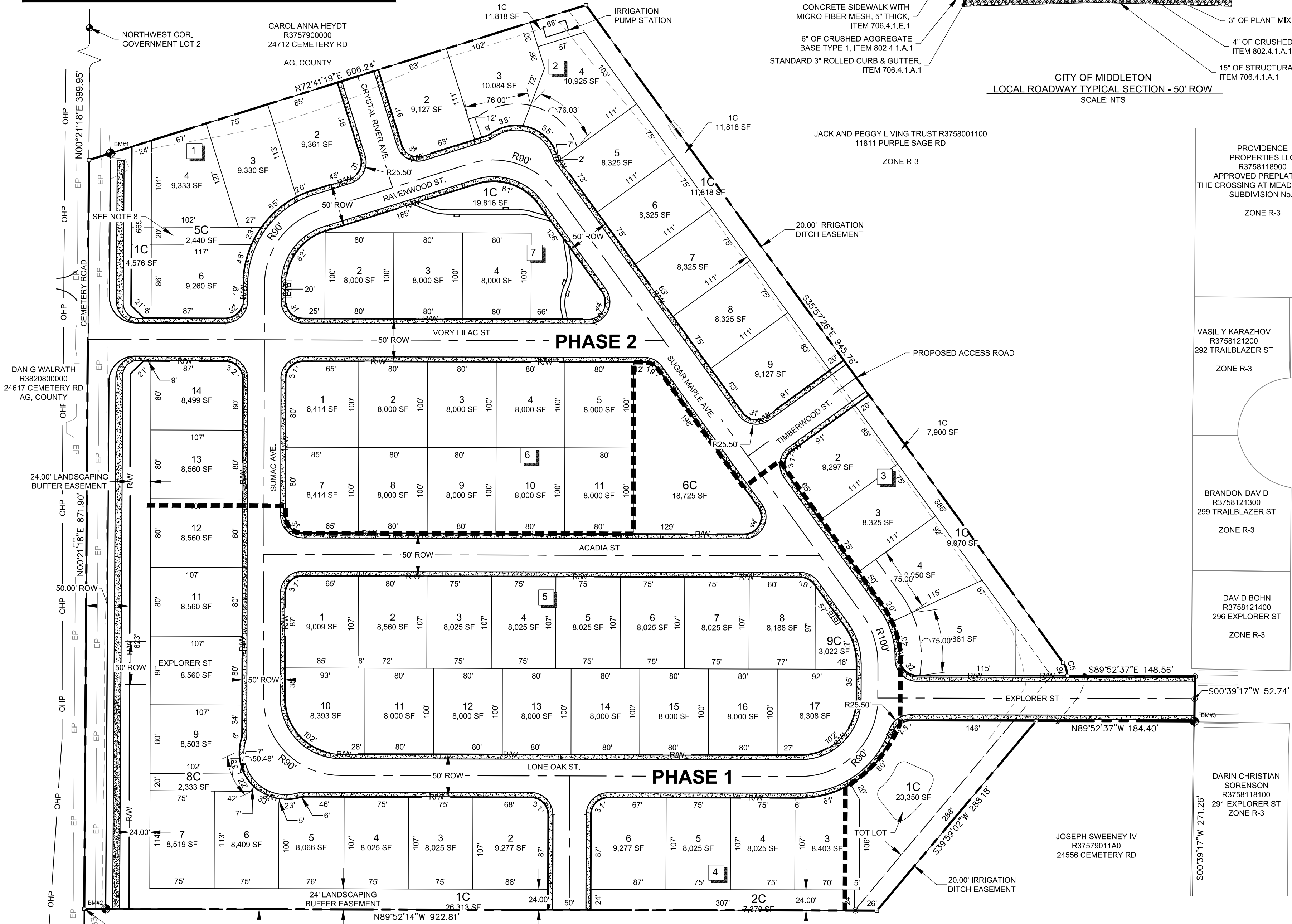
ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

NORTHING: 753532.776	NORTHING: 752653.132	NORTHING: 752871.528
EASTING: 2391692.969	EASTING: 2391687.504	EASTING: 2392954.832
ELEVATION: 2473.34	ELEVATION: 2461.92	ELEVATION: 2465.91
DESCRIPTION: 5/8" REBAR WITH ILLEGIBLE CAP	DESCRIPTION: 5/8" REBAR "CLS 7732"	DESCRIPTION: 5/8" REBAR "PLS 9366"



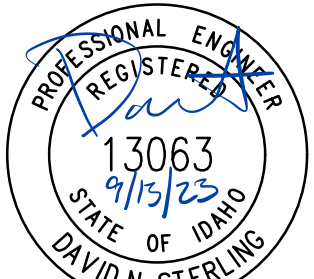
ANDREW M. POE
IDAHO NO. 17825

NOTE: P.L.S. SIGNATURE OF THIS DOCUMENT ONLY CERTIFIES THE SUBJECT
PROPERTY BOUNDARY SHOWN HEREON.



BLACK POWDER LLC
R3820701100
0 CEMETERY RD

ESTATES 81 LLC
R3757900000
0 CEMETERY RD
APPROVED PRE PLAT FOR
ESTATES AT WEST HIGHLANDS No.1
ZONE R-3



REVISIONS	DATE	DESCRIPTION	NO.
DESIGNED			
DRAWN			
CHECKED			
APPROVED			



PRELIMINARY PLAT FOR: WILLOW WOOD SUBDIVISION LOT DIMENSIONS

ATTENTION:
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: September 11, 2023
PROJECT: 230150
SHEET:

C0.00

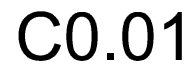


EXHIBIT C

APPROVED PRELIMINARY PLAT (2021)

OWNER/DEVELOPER
ACE ALSTIN
1746 WINCHELL SPRING CT
MIDDLETON, CT 03844
PH: (208) 860-0056

ENGINEER
DAVID N. STERLING, P.E.
PAUL LUCIA JR. E.E.
T-O ENGINEERS, INC.
2471 S. TITANUM
MIDRICAN, ID 83842
PH: (208) 323-2386

SURVEYOR
LADD CLUFF, P.A.S.
T-O ENGINEERS, INC.
2471 S. TITANUM
MIDRICAN, ID 83842
PH: (208) 323-2386

ZONING AND RETRACK
ZONE - R-2
CITY RETRACK
FRONT = 25'
REAR = 35'
SIDE = 10'
STREET SIDE = 30'

FIRE DISTRICT
CITY OF MIDDLETON

SEWER AND WATER DISTRICT
CITY OF MIDDLETON

IRRIGATION DISTRICT
PRIVATE
(PRESSURE IRRIGATION)

BLACK CANYON IRRIGATION DISTRICT

ROADWAY JURISDICTION
CITY OF MIDDLETON

SCHOOL DISTRICT
MIDDLETON SCHOOL DISTRICT #134

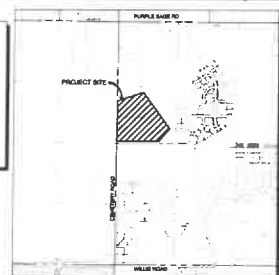
TOTAL AREA	474.96 ACRES	26.8 ACRES
TOTAL RESEDERVED AREA	165.67 ACRES	12.1 ACRES
TOTAL CONDOMINIUM SPACE AREA	474.96 ACRES	3.8 ACRES
INTERIOR CONDOMINIUM SPACE AREA	448.21 ACRES	1.1 ACRES
HEIGHT OF BULK AREA	27.00 ACRES	4.3 ACRES
TOTAL NUMBER OF LOTS	72	
TOTAL NUMBER OF BUILDABLE LOTS	50	
TOTAL NUMBER OF CONDOMINIUM LOTS	10	
PROPOSED DENSITY		1.81 UNITS/ACRE
APPROXIMATE RECREATIONAL LAND AREA	16.47 ACRES	0.14 ACRES
ANNUAL LAND REUSE	10.00 ACRES	0.14 ACRES
PERCENTAGE TOTAL OPEN SPACE	14.53%	
PERCENTAGE INTERIOR OPEN SPACE	0.23%	

A PORTION OF LOT 2 OF SECTION 31
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO
2021

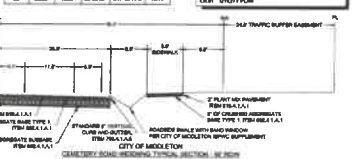


LEGEND

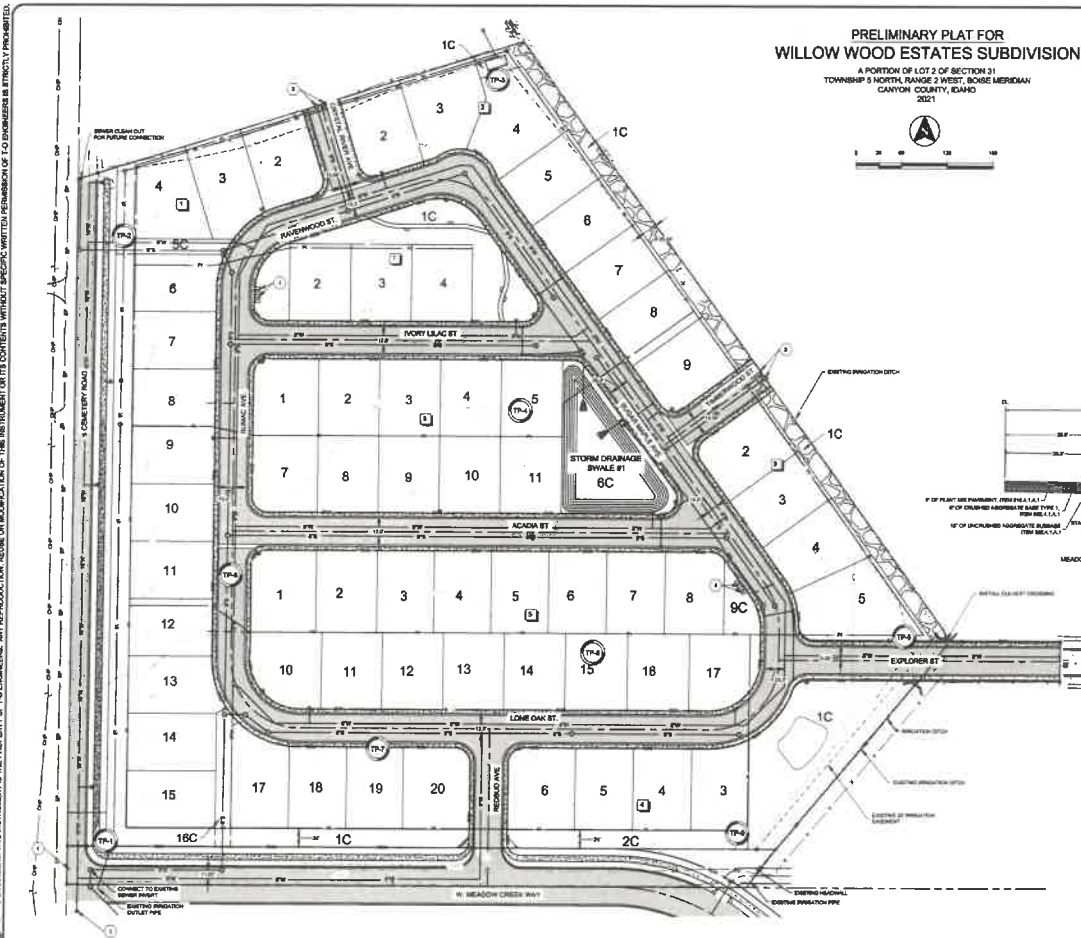
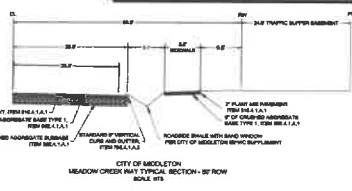
---	BURBANK BOUNDARY
-----	WEST-COUNTY
-----	RAILROAD
-----	ROAD CENTERLINE
1	PARCELSHED LOT NUMBER
1C	COMMON LOT NUMBER
1	BLOCK NUMBER
1	ROUND ALLIANCE CAP
1	ROUND 1/4 SECTION
1	1/4 SECTION



CURVE		
CURVE	ANGLE	LENGTH
C5	25.00	15.35

[illegible][illegible][illegible]

A PORTION OF LOT 2 OF SECTION 31
TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO

[illegible]

- KEYNOTES:**
- 1 CONNECT TO EXISTING SEWER FROM SETBACK AT MEADOWDALE
 - 2 CONNECT TO EXISTING WATER FROM SETBACK AT MEADOWDALE
 - 3 FUTURE W/INCREASING MAIN STUBS FOR FUTURE EXTENSION
 - 4 WALTON CLUSTER

- NOTES**
1. ALL WATER MAINS ARE TO BE 16" IN DIAMETER UNLESS OTHERWISE NOTED.
 2. ALL SEWER LINES ARE TO BE 16" IN DIAMETER UNLESS OTHERWISE NOTED.
 3. ALL STORM WATER DRAINAGE LINES ARE TO BE 24" IN DIAMETER.
 4. PRESSURIZED IRRIGATION TO BE PROVIDED BY A PROPOSED PUMP STATION LOCATED IN LOT 2 BLOCK 3.
 5. EXISTING TOPOGRAPHIC SURVEY BY T-8 ENGINEERS (JANUARY 2001).
 6. A BLANK CHECKOUT SHALL BE PROVIDED AS USER TRASH FOR ANY REQUIRED PAPER COPIES.

T-O ENGINEERS
 MECHANICAL ENGINEERS, SURVEYORS & PLANNERS
 2471 & TITANUM PLACE
 MELBOURNE, VICTORIA 3042
 PHONE 03 9488 1888 WWW.T-O-ENGINEERS.COM
 POWER • COOL • COME DRAUGHT • REFRIG • ENVY
 AIR-CONDITION • HEATING • AIR-VENT

PRELIMINARY PLAT FOR:
WILLOW WOOD SUBDIVISION
UTILITY PLAN

ATTENTION

0 10 1

IF THIS BAR DOES NOT MEASURE
1" ON BLACK STRIP IT IS 10" ON
WHITE STRIP. THIS BAR IS NOT
TO SCALE

DATE 1/30/02

SUBJECT 20000

C0.01

EXHIBIT D

Engineer's Recommendation of Approval letter

August 25, 2023

TO: Roberta Stewart, Planner

FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE



RE: Willow Wood Subdivision Preliminary Plat – Recommendation of Approval

Thank you for the opportunity to review the above referenced preliminary plat submittal. The plat meets Middleton City Code and common platting practices.

We recommend Mayor and City Council approve the preliminary plat as presented.

EXHIBIT E
APPROVED DEVELOPMENT AGREEMENT

After Recording, mail to
Middleton City Administrator
1103 W. Main St.
Middleton, ID 83644

DEVELOPMENT AGREEMENT

This Development Agreement (**Agreement**) is entered into by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho (**City**); and Joseph L. Austin and Deborah Austin, husband and wife, referred to collectively hereafter as Developer (**Developer**).

RECITALS

WHEREAS, Developer owns approximately 21 acres of real property located at 0 Cemetery Road (Tax Parcel Nos. R3757901 and R37579011), Middleton, Canyon County, Idaho, legally described in Exhibit A attached hereto and incorporated herein by this reference (**Property**); and

WHEREAS, Developer intends to improve the Property (also known as Willow Wood Estates Subdivision) according to the Middleton City Code and the City's public works standards at the time(s) the Property is improved; and

WHEREAS, the City, pursuant to Idaho Code §67-6511A, has the authority to annex and rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development agreement to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and Middleton City Code.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

ARTICLE I LEGAL AUTHORITY

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and Middleton City Code, Title 5, Chapter 2.

ARTICLE II ANNEXATION AND ZONING ORDINANCE

The City will adopt an ordinance to annex and rezone the Property from Canyon County Agricultural to City of Middleton R-3 (Single Family Residential). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will perform at the city's expense and with the Developer's cooperation.

ARTICLE III CONDITIONS OF DEVELOPMENT

3.1 Applications. Developer will develop the Property subject to the conditions and limitations set forth in this Development Agreement. Developer shall also submit such applications regarding preliminary plat and final plat reviews, and/or any special use permits, if applicable, and any other applicable applications as may be required by the Middleton City Code, which shall comply with the Middleton City Code, as it exists at the time such applications are made except as otherwise provided within this Development Agreement.

3.2 Concept Plan. The concept plan attached hereto as Exhibit "B" represents Developer's current concept for completion of the project. Developer shall be bound by this concept plan and shall develop the project substantially consistent with the concept plan.

3.3 Frontage Improvements. Developer shall, at its own cost, improve the fifty foot (50') half-road portions of Cemetery Road and Meadow Park Street per City standards and codes and ensure that the same is dedicated to the City prior to approval of final plat for Phase 1, except the frontage portion of Cemetery Road at the location of the sewer main crossing and northward may be constructed and dedicated to the City after final plat approval for Phase 1 but prior to final plat approval for Phase 2.

3.4 Proportionate Share Fees: Developer shall pay City required traffic pro-rata share fees in the amount of Eighty Five Thousand Four Hundred Eight Two Dollars (\$85,482.00) prior to final plat approval for Phase 1. Payment of the pro-rata share fees will be a condition of approval for Phase 1 final plat.

3.5 Final Plat Deadline & Termination of Agreement. Developer shall obtain City Engineer's signature on the final plat for Phase 1 within two years of the

date the preliminary plat is approved. Upon written request prior to the expiration of said two year period, Developer may apply administratively with a written request for a one year extension to obtain City Engineer's signature on the Phase 1 final plat. Notwithstanding the provisions in Article IV, if Developer does not obtain the City Engineer's signature on the Phase 1 final plat within two years of the date the preliminary plat is approved or within the time-period of a one year extension, then Developer will be in material breach of this Agreement. Additionally, the preliminary plat shall become null and void. The City, after complying with the notice and hearing requirements contained in the Middleton City Code and Idaho State Code, may then choose to extend, modify, or terminate this Agreement. The City may initiate the foregoing proceedings and may do so at any time following a material breach hereof. Termination of this Agreement shall not affect the zoning that is in place at the time of the termination, and the zoning for the Property shall remain R-3. No delay in initiating proceedings to extend, modify, or terminate this Agreement following a material beach by Developer shall constitute a waiver of said breach.

3.6 Two Year intervals for Final Plat. After final plat approval for Phase 1, Developer shall be required to obtain the City Engineer's signature on each phase's final plat within two years of final plat approval on the previous phase. Upon written request prior to the expiration of said two-year period, Developer may apply administratively with a written request for a one year extension to obtain City Engineer's signature on the final plat under consideration. If Developer does not timely apply for a one-year extension or does not subsequently obtain the Engineer's signature on the final plat within the one year extension time period, then the preliminary plat for said phase and all subsequent phases shall become null and void, and Developer must resubmit the preliminary plat for said phases in order to continue to develop the Property.

ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT

4.1 If the Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breach may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirement contained in Middleton City Code and Idaho Code.

4.2 If after a breach, the City Council determines that the terms of this Agreement applicable to the breach should be modified, the term(s) of this Agreement shall be amended and the Developer shall comply with the amended terms.

4.3 Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.4 If after a breach, the City Council determines that the zoning should remain R-3, or as otherwise provided in the Idaho Code, then the Developer hereby consents to such reversion or other action and will cease uses not allowed or permitted in the R-3 zone.

4.5 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.6 NOTICE OF FAILED PERFORMANCE. Upon any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party with thirty (30) days of the receipt of such notice.

ARTICLE V GENERAL PROVISIONS

5.1 This Agreement contains the entire agreement of the parties respecting the Property and supersedes all prior discussions and written and verbal agreements between the parties respecting the Property.

5.2 Any amendment or addendum to this Agreement shall be in writing and made only after the City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 2.

5.3 Any notice that a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate after giving notice. 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 forgoing:

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

Developer: _____

5.4 If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 The Agreement shall be effective after being fully executed. This Agreement shall become valid and binding only upon its approval by the City Council and execution of the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorded at the expense of the City.

5.6 Each commitment and restriction described in this Agreement shall be a burden on the Property and run with the land and shall be appurtenant to and for the benefit of the Property, adjacent property and other residential land near the Property.

5.7 This Agreement shall be binding on the City and Developer, 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, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their owners' parcels or lots.

5.8 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.

5.9 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

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

5.11 Time is of the essence for performance of each obligation in this Agreement.

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

Dated this ____ day of _____, 2022 and effective upon annexation and rezoning of the Property.

CITY OF MIDDLETON

ATTEST

By: _____
Steven J. Rule, Mayor

By: _____
Becky Crofts, City Clerk

State of IDAHO)
 ss.
County of Canyon)

I, a notary public, do hereby certify that on this _____ day of _____, 2022, personally appeared before me Steven J. Rule, who declared that he is the Mayor of the City of Middleton, Idaho and signed this Development Agreement as Mayor of the City of Middleton.

Notary Public
My Commission Expires: _____

[Signatures on following page]

JOSEPH L. AUSTIN

State of Idaho)
 ss.
County of _____)

I, a notary public, do hereby certify that on this ___ day of _____, 2022, personally appeared before me Joseph L. Austin, who declared that he signed this Development Agreement in the capacity of Developer and Owner of the Willow Wood Estates Subdivision.

Notary Public
My Commission Expires: _____

DEBORAH R. AUSTIN

State of Idaho)
 ss.
County of _____)

I, a notary public, do hereby certify that on this ___ day of _____, 2021, personally appeared before me Deborah R. Austin, who declared that she signed this Development Agreement in the capacity of Developer and Owner of the Willow Wood Estates Subdivision.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

Legal Description



March 4, 2021

Project No.: 210036

EXHIBIT "A"

WILLOW WOOD SUBDIVISION

A Parcel of land located in a portion of Government Lot 2 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

COMMENCING at the West Corner of said Sections 31, from which the Northwest corner of said Government Lot 2 bears N.00°21'18"E., 1321.85 feet; thence along the west line of said Government Lot 2,

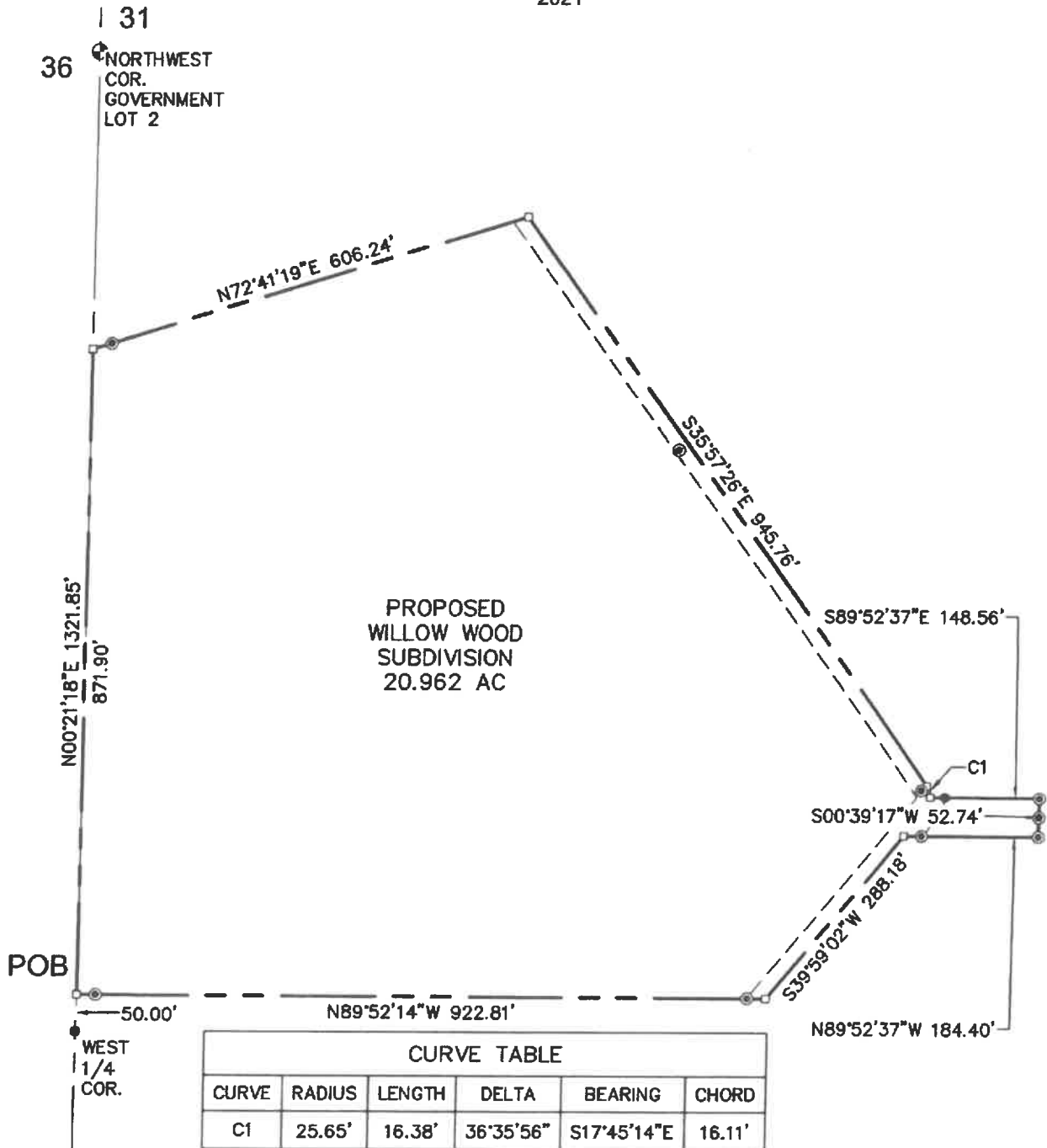
- 1) N.00°21'18"E., 50.00 feet to the **POINT OF BEGINNING**; thence, continuing along said west line,
- 2) N.00°21'18"E., 871.90 feet; thence, leaving said west line,
- 3) N.72°41'19"E., 606.24 feet; thence,
- 4) S.35°57'26"E., 945.76 feet; to the beginning of a tangent curve; thence,
- 5) Southeasterly along said curve to the right, having a radius of 25.65 feet, an arc length of 16.38 feet, through a central angle of 36°35'56", of which the long chord bears S.17°45'14"E, 16.11 feet; thence,
- 6) S.89°52'37"E., 148.56 feet; thence,
- 7) S.00°39'17"W., 52.74 feet; thence,
- 8) N.89°52'37"W., 184.40 feet; thence,
- 9) S.39°59'02"W., 288.18 feet; thence,
- 10) N.89°52'14"W., 922.81 feet to the **POINT OF BEGINNING**.

The above-described parcel **CONTAINS** 20.962 acres, more or less.



EXHIBIT SKETCH "B"

LOCATED IN A PORTION OF GOVERNMENT LOT 2 OF SECTION 31,
 TOWNSHIP 5 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO
 2021



T-O ENGINEERS

2471 S. TITANIUM PLACE
 MERIDIAN, IDAHO 83642-6703

PHONE: (208) 323-2288

WWW.TO-ENGINEERS.COM

E-FILE: 210036-V-PREPLAT BOUNDARY EXHIBIT.dwg DATE: 3/11/21

JOB: 210036

EXHIBIT "B"

Concept Plan

1C

2 3 4 5 6 7 8 9

BAYVIEW ST

1C

2 3 4

LARRY LANE ST

1 2 3 4 5

7 8 9 10 11

STORM DRAINAGE DRAINAGE

16C

2 3 4

ALMA ST

1 2 3 4 5 6 7 8

10 11 12 13 14 15 16 17

1C

EXPLORER ST

17 18 19 20

1C

2C

3 4 5 6

W. MASON CITY, IOWA

EXHIBIT F
PROPOSED DEVELOPMENT AGREEMENT MODIFICATION

After Recording, mail to
Middleton City Administrator
1103 W. Main St.
Middleton, ID 83644

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Willow Wood Estates Subdivision)**

This First Amendment to Development Agreement ("First Amendment") is made and entered into this ___ day of _____, 20__ by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho (**City**); and JOSEPH L. AUSTIN and DEBORAH R. AUSTIN, husband and wife, referred to collectively hereafter as Developer (**Developer**).

RECITALS

WHEREAS, Developer owns approximately 21 acres of real property located at 0 Cemetery Road (Tax Parcel Nos. R3757901 and R37579011), Middleton, Canyon County, Idaho, legally described in Exhibit A attached hereto and incorporated herein by this reference (**Property**); and

WHEREAS, Developer submitted applications for Annexation/Rezone, Development Agreement, and Preliminary Plat for the Willow Wood Estates Subdivision (**Project**) on March 6, 2021, which applications were approved by the Middleton City Council following a public hearing on December 1, 2021.

WHEREAS, the Development Agreement was fully-executed and recorded in the records of Canyon County Recorder's Office as Instrument # _____.

WHEREAS, Developer has submitted applications for Amended Preliminary Plat and Development Agreement Modification, thereby seeking approval of this First Amendment to Development Agreement.

**ARTICLE I
LEGAL AUTHORITY**

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and Middleton City Code, Title 5, Chapter 2.

ARTICLE II AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties hereby agree that the Development Agreement shall be amended as follows:

1. Exhibit "B" in Paragraph 3.2 representing the Concept Plan for the Project shall be deleted and Exhibit "B.1" shall be inserted in its stead and incorporated into this Agreement by this reference as though fully set forth herein. All references to Exhibit "B" in the Development Agreement shall refer to Exhibit "B.1."
2. Paragraph 3.3 regarding Frontage Improvements shall be stricken entirely and replaced with the following provisions:

***"Frontage Improvements.** Developer shall, at its own cost, improve the fifty foot (50') half-road portions of Cemetery Road per City standards and codes and ensure that the same is dedicated to the City prior to approval of final plat. The frontage improvements may be completed by phase pursuant to the recent revision of MCC 5-4-10-2.*

Due to the inability of Developer to negotiate the right to complete the fifty foot (50') half road portion of Meadow Park Street with the owner(s) of Tax Parcel No. R37579011A0 (commonly referred to as 24556 Cemetery Road), Developer shall make a payment in lieu to the City for the fifty foot (50') half road improvements to future Meadow Park Street that span the length of the Project's southern border.

Developer and City shall reasonably, and in good faith, agree upon the payment in lieu amount, and Developer shall submit the payment in lieu to the City prior to final plat approval of Phase 1. City shall maintain the payment in lieu funds until the right of way for the Meadow Park Street frontage improvements can be constructed, and the funds will be applied to said construction."

In the event that the owner(s) of Tax Parcel No. R37579011A0 agrees to allow the development and dedication, at no cost to the City, of the half-road portion of Meadow Park Street on said owner's property prior to the completion of the Project, and if Developer agrees, then Developer shall construct the half-road portion of Meadow Park Street spanning the length of the Property pursuant to the City code and standards in effect at the time of construction. The completion of the half-road portion of Meadow Park

Street will be a condition of final plat approval for the Phase in which the construction occurs. Once constructed, the payment in lieu will no longer be required.

Additionally, if the Developer is able to construct the half-road portion of Meadow Park Street, the Developer will not be required to construct the access on to Cemetery Road via Ivory Lilac Street and Developer may increase Developer's lot count by one lot in light of the fact that the land for the Cemetery Road access is no longer required.

3. **City Council Adoption.** The Middleton City Council hereby adopts this First Amendment to Development Agreement pursuant to Middleton City Code 5-2-5.
4. **Effect of Amendment.** In the event of a conflict between the Development Agreement and this First Amendment thereto, the terms of this First Amendment shall govern. The terms of the Development Agreement, as modified by this First Amendment, shall continue in full force and effect.

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

CITY OF MIDDLETON

ATTEST

By: _____
Steven J. Rule, Mayor

By: _____
Becky Crofts, City Clerk

State of IDAHO)
 ss.
County of Canyon)

I, a notary public, do hereby certify that on this _____ day of _____, 2023, personally appeared before me Steven J. Rule, who declared that he is the Mayor of the City of Middleton, Idaho and signed this Development Agreement as Mayor of the City of Middleton.

Notary Public
My Commission Expires: _____

JOSEPH L. AUSTIN

State of Idaho)
 ss.
County of _____)

I, a notary public, do hereby certify that on this ___ day of _____, 2023, personally appeared before me Joseph L. Austin, who declared that he signed this Development Agreement in the capacity of Developer and Owner of the Willow Wood Estates Subdivision.

Notary Public
My Commission Expires: _____

DEBORAH R. AUSTIN

State of Idaho)
 ss.
County of _____)

I, a notary public, do hereby certify that on this ___ day of _____, 2023, personally appeared before me Deborah R. Austin, who declared that she signed this Development Agreement in the capacity of Developer and Owner of the Willow Wood Estates Subdivision.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

Legal Description

EXHIBIT "B.1"

Concept Plan

EXHIBIT G
AGENCY COMMENTS



August 11, 2023

City of Middleton
Planning and Zoning Department
Attn: Roberta Stewart
1103 W Main St
Middleton, ID 83644
(208) 454-7458

RE: BCID SUB23-29 Willow Woods Estates - Rezoning and preplat approval request
Parcels R3757901000 & R3757901100

The Black Canyon Irrigation District (District) has the following initial comments regarding this proposed rezoning and preplat approval. Two plan sheets, not signed, titled "Revised Preliminary Plat Willow Wood Subdivision", dated June 7, 2023, submitted by Ardurra, were reviewed.

It is the District's understanding that this subdivision was approved by the City of Middleton in December of 2021, but needed to be updated to add additional access. The District will require the Developer to resubmit an application, as many processes and requirements have changed since 2021. Previous approvals with the District will be taken into consideration but cannot be guaranteed as changes to the subdivision have also occurred.

District records show Parcel R3757901000 historically receiving 6.5 irrigable acres, and Parcel R3757901100 receiving 13.75 irrigable acres. Both parcels receive their allocation from District lateral C.E. 18.1-3.4 for a total of 20.25 irrigable acres.

****Prior to Pre-Plat Approval Concurrence**

Based on our records, the District has not yet received a New Project Application regarding the request for preplat approval for Parcels R3757901000 and R3757901100. To move forward, the District kindly asks the developer to complete the New Project Application Form attached to this letter (the form can also be found on the District's website at <https://blackcanyonirrigation.com/development>). **Pre-plat approval from the District will not be provided until the District receives the New Project Application Form, payment of initial intake fee, and completion of an application meeting with the District.**

Site Specific Items (Conditions of Pre-Plat Approval)

The District initially sees the following items as conditions of the pre-plat approval (more may be added once meeting has been completed);

1. The Canal East Lateral 18.1-3.4 affected by this proposed land change will be required to be piped and structures built to ensure the delivery of irrigation water to our patrons per District Resolution 2023-02.
2. A standalone easement will need to be recorded for the Canal East Lateral 18.1-3.4. The developer will be required to provide the District with a legal exhibit and legal description. These documents will need to be signed by a licensed land surveyor within the State of Idaho per District Resolution 2023-04.
3. A 12' wide gravel access road will need to be designed and installed within the District's easement and parallel to the irrigation line per District Resolution 2023-03.
4. District standard fencing along the District facility easement/right-of-way boundary lines located within the subdivision will be required per District Resolution 2023-01.
5. Separate irrigation accounts will be set-up for each new parcel developed. An accounting of the irrigation water for each lot will be provided to the developer for review. The Developer will be required to provide line-work of the proposed pre-plat for assisting in setting these accounts up with the District.
6. A fee of \$106/lot will be assessed to the developer of this project prior to final plat. This fee is to cover the costs of historical water rights mapping and account creation.

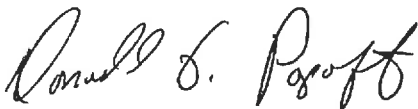
General Comments

1. **All Maintenance road right-of ways, lateral right-of ways and drainage right-of ways** will need to be protected (including the restriction of all encroachments). Also, any crossing agreement(s) and/or piping agreement(s) will need to be acquired from the Bureau of Reclamation (Reclamation), once approved by the District, to cross over or under any existing lateral, pipe any lateral or encroach in any way the right-of ways of the District or the Reclamation.
2. As long as this property has irrigation water attached to it, an irrigation system with an adequate overflow needs to be installed to ensure the delivery of irrigation water to each lot and/or parcel of land entitled to receive irrigation water.

All the above requirements need to be met, including any others that arise during future reviews.

Please reach out if you have any questions.

Thank you,



Donald Popoff P.E.
District Engineer
Black Canyon Irrigation District



November 8, 2021

City of Middleton, Idaho
Planning & Zoning Department
1103 West Main Street
Middleton, ID 83644
Attention: Roberta Stewart, Planning and Zoning Administrator

RE: Cemetery Road-Willow Wood Subdivision—Preliminary Plat

Mrs. Stewart:

Canyon Highway District No. 4 (CHD4) has reviewed the preliminary plat dated 7/30/21 for Willow Wood Estates Subdivision. The development consists of approximately 21 acres with 63 buildable lots. The development is located on parcels R3757901000 and R3757901100. The development is requesting annexation, preliminary plat, and R-3 zoning from Middleton City. The Subdivision is located on the east side of Cemetery Road approximately 2,770' north of Willis Road

CHD4 offers the following recommendations:

General

By agreement with the City, CHD4 maintains Cemetery Road 0.5 miles north of Willis Road to Purple Sage Road. Under this agreement, CHD4 may provide comment on development or other permit activity, which may affect traffic operations or maintenance of Middleton Road.

Cemetery Road

At time of improvement drawing review the following shall be shown:

- CHD4 policy requires a 5-year moratorium on road cuts in any newly rebuilt road. Cemetery Road was rebuilt in 2020.
 - New utilities are shown to extend 100' north of the subdivision's south property line in existing Cemetery Road.
 - Applicant shall remove and rebuild full width of road beginning approximately 25' south of the quarter corner and extend north beyond the perpendicular sewer crossing and terminate at next available warm joint. This includes any borrow ditches and road appurtenances.
 - If utility construction in Cemetery Road extends beyond depicted limits—Middleton City shall take over maintenance responsibilities of Cemetery Road.

Please consider extending sewer east, via Meadow Creek Way, to prevent additional utility cuts on Cemetery. Can this be addressed through improvement plans from Estates at West Highlands (see email dated 11/8/21)?

CHD4 asks the City to consider the following:

- Centerline is offset approximately 2.5' west from section line. Widen Cemetery Road from section line per Middleton typical section.

Access to Cemetery to come by future Meadow Creek Way shown as Meadow Park Street on Willow Wood plan.

Traffic Impact

Traffic mitigation will be addressed through subdivision frontage improvements and impact fees.

Please feel free to contact with any questions on this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "L. Riccio", with a long horizontal flourish extending to the right.

Lenny Riccio, E.I.T.
Assistant District Engineer
Transportation Planner
Canyon Highway District No. 4

From: [Chris Hopper](#)
To: [Roberta Stewart](#)
Subject: RE: Agency Notice - Amended Preliminary Plat & DA Modification (Willow Wood Estates)
Date: Tuesday, September 5, 2023 11:38:14 AM
Attachments: [image002.png](#)
[Plat Comments Cemetery Road-Willow Wood Sub Preliminary Plat.pdf](#)

Roberta-

CHD4 does not have any additional comment on the revised prelim plat for Willow Wood Estates on Cemetery Rd. The only significant revision affecting Cemetery (which is under CHD4 jurisdiction for maintenance) appears to be the local road connection approximately 660-ft north of Meadow Park, which meets CHD4 standards for local road spacing for a collector. There appears to be adequate intersection sight distance from the north for the proposed local road "Ivory Lilac Street", but CHD4 recommends the city confirm the minimum 500-feet of intersection sight distance is available for the posted 45 mph speed.

Comments on the previous prelim plat submittal dated Nov 8, 2021 are attached and are still valid for this plat.

Please let me know if you have questions.

Respectfully,

Chris Hopper, P.E.

District Engineer

Canyon Highway District No. 4
15435 Hwy 44
Caldwell, Idaho 83607
208-454-8135

From: Roberta Stewart <rstewart@middletoncity.com>
Sent: Friday, August 18, 2023 4:18 PM
To: akrantz@msd134.org; MStowell@ccparamedics.com; gis@compassidaho.org; deann.gerthung@canyoncounty.id.gov; MYbarguen@idahopower.com; D3Development.services@ITD.idaho.gov; gmprdjulie@gmail.com; lgrooms@msd134.org; mgee@msd134.org; permits@starfirerescue.org; monica.taylor@intgas.com; Mitch.Kiester@phd3.idaho.gov; westerninfo@idwr.idaho.gov; zoninginfo@canyoncounty.id.gov; Lenny Riccio <LRiccio@canyonhd4.org>; Chris Hopper <CHopper@canyonhd4.org>; Jamie.macleod@sparklight.biz; dpopoff@rh2.com; carl@blackcanyonirrigation.com; tyler@blackcanyonirrigation.com
Subject: Agency Notice - Amended Preliminary Plat & DA Modification (Willow Wood Estates)

Hi all: attached is the agency notice for the upcoming application before the P&Z Commission for amended preliminary plat and development agreement modification for the Willow Wood Estates Subdivision. The amended preliminary plat is attached. To see the entire application, visit the link noted on the agency notice. Thanks,

From: [Niki Benyakhlef](#)
To: [Roberta Stewart](#)
Subject: RE: Agency Notice - Amended Preliminary Plat & DA Modification (Willow Wood Estates)
Date: Thursday, August 31, 2023 7:58:32 AM
Attachments: [image003.png](#)
[image004.png](#)

Good Morning, Roberta –

After careful review of the transmittal submitted to ITD on August 23, 2023 regarding Amended Preliminary Plat & DA Modification (Willow Wood Estates), the Department has no comments or concerns to make at this time. Due to the distance as well as the size of the development minor impact can be anticipated.

Thank you,



Niki Benyakhlef
Development Services Coordinator

District 3 Development Services
O: 208.334.8337 | C: 208.296.9750
Email: niki.benyakhlef@itd.idaho.gov
Website: itd.idaho.gov

From: Roberta Stewart <rstewart@middletoncity.com>
Sent: Wednesday, August 23, 2023 8:57 AM
To: akrantz@msd134.org; MStowell@ccparamedics.com; gis@compassidaho.org; deann.gerthung@canyoncounty.id.gov; MYbarguen@idahopower.com; D3 Development Services <D3Development.Services@itd.idaho.gov>; gmpdrjulie@gmail.com; lgrooms@msd134.org; mgee@msd134.org; permits@starfirerescue.org; monica.taylor@intgas.com; Mitch.Kiester@phd3.idaho.gov; westerninfo@idwr.idaho.gov; zoninginfo@canyoncounty.id.gov; Iriccio@canyonhd4.org; chopper@canyonhd4.org; Jamie.macleod@sparklight.biz; dpopoff@rh2.com; carl@blackcanyonirrigation.com; tyler@blackcanyonirrigation.com
Subject: RE: Agency Notice - Amended Preliminary Plat & DA Modification (Willow Wood Estates)

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi all: attached is the agency notice for the public hearing before the Middleton City Council on September 20, 2023. The hearing pertains to the Willow Wood Estates subdivision project. A copy of the amended preliminary plat is attached. thanks

Roberta L. Stewart

PLANNING & ZONING OFFICIAL
City of Middleton, Planning & Zoning
1103 W. Main St.
P.O. Box 487
Middleton, ID 83644

Tele - (208) 585-3133
Fax – (208) 585-9601
rstewart@middletoncity.com

www.middleton.id.gov



From: Roberta Stewart

Sent: Friday, August 18, 2023 4:18 PM

To: akrantz@msd134.org; MStowell@ccparamedics.com; gis@compassidaho.org;
deann.gerthung@canyoncounty.id.gov; MYbarguen@idahopower.com;
D3Development.services@ITD.idaho.gov; gmpredjulie@gmail.com; lgrooms@msd134.org;
mgee@msd134.org; permits@starfirerescue.org; monica.taylor@intgas.com;
Mitch.Kiester@phd3.idaho.gov; westerninfo@idwr.idaho.gov; zoninginfo@canyoncounty.id.gov;
Iriccio@canyonhd4.org; chopper@canyonhd4.org; Jamie.macleod@sparklight.biz;
dpopoff@rh2.com; carl@blackcanyonirrigation.com; tyler@blackcanyonirrigation.com

Subject: Agency Notice - Amended Preliminary Plat & DA Modification (Willow Wood Estates)

Hi all: attached is the agency notice for the upcoming application before the P&Z Commission for amended preliminary plat and development agreement modification for the Willow Wood Estates Subdivision. The amended preliminary plat is attached. To see the entire application, visit the link noted on the agency notice. Thanks,

Roberta L. Stewart

PLANNING & ZONING OFFICIAL
City of Middleton, Planning & Zoning
1103 W. Main St.
P.O. Box 487
Middleton, ID 83644

EXHIBIT H

ENGINEERING & PLANNER COMMENTS



5605 South 10th Ave. · Caldwell, Idaho 83607 · 208.453.2028

July 6, 2023

TO: Roberta Stewart, Planner

Cc: Ardurra, David Sterling, PE

FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE *Amy J Woodruff*

RE: Willow Wood Estates Subdivision – Revised Preliminary Plat

Thank you for the opportunity to review the revised preliminary plat submittal.

1. What is the status of the area south of Willow Wood depicted on the plat as to be improved? If Meadow Park will not be improved by Willow Wood, remove the street and pathway. Note unplatted.
2. Per prior discussions, please stub a local street south from Lone Oak to the project limits/future Meadow Park right of way.
3. Note 3. Expand note and include language as follows: The Home Owner's Association (HOA), owns and manages the common areas which including stormwater facilities such as basins and swales. A plan for operation, maintenance, and repair of stormwater facilities (O&M plan) must be prepared for all stormwater facilities maintained by the HOA. The O&M Plan shall be recorded with the Declaration of Covenants, Conditions, and Restrictions (CC&Rs).
4. Note 13. Add "and is system capacity dependent" to the end of the sentence. The will serve is system capacity dependent.
5. Cemetery Road x-section. Add traffic buffer berm, fence, etc. to typical section.
6. The City will not accept the irrigation crossing of Explorer Street with an angle in the pipe as shown. Add keynote: Irrigation and utility layout conceptual only.

From: Amy Woodruff
To: Joseph Austin; Roberta Stewart
Cc: Mark Butler; Dave Sterling
Subject: RE: FW: Redline - Willow Wood amended Plat & 1st Amendment to DA
Date: Monday, July 31, 2023 4:28:32 PM
Attachments: [mason001.png](#)
[mason002.png](#)

1. Please review code regarding the traffic buffer and show fence as placed on top of the berm.
2. Please revise note 13. Proposed utilities *and gravity irrigation*....

Thank you.

Amy Woodruff
453-2028

From: Joseph Austin <jdustin15@gmail.com>
Sent: Monday, July 24, 2023 9:00 AM
To: Roberta Stewart <rstewart@middletoncity.com>; Amy Woodruff <amy@civilodynamics.net>
Cc: Mark Butler <markleebutler@gmail.com>; Dave Sterling <dsterling@to-engineers.com>
Subject: Re: FW: Redline - Willow Wood amended Plat & 1st Amendment to DA

Hi Roberta and Amy,

Good morning. Please see the attached revised plat and letter confirming the requested changes have been made.

Thanks,

Joe

On Mon, Jul 17, 2023 at 3:51 PM Roberta Stewart <rstewart@middletoncity.com> wrote:

Joe, that is a perfectly acceptable change. City has no problem with your addition. Looks like we can keep moving forward to hearing. thanks for working with us,

Roberta L. Stewart

PLANNING & ZONING OFFICIAL
City of Middleton, Planning & Zoning
1103 W. Main St.
P.O. Box 487
Middleton, ID 83644

Tele - (208) 585-3133
Fax - (208) 585-9601
rstewart@middletoncity.com

www.middleton.id.gov



From: Joseph Austin <jdustin15@gmail.com>
Sent: Monday, July 17, 2023 3:43 PM
To: Roberta Stewart <rstewart@middletoncity.com>
Cc: Mark Butler <markleebutler@gmail.com>; Dave Sterling <dsterling@ardurra.com>
Subject: Re: Redline - Willow Wood amended Plat & 1st Amendment to DA

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Thanks again for your response and for being willing to review our concerns.

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Roberta L. Stewart

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5605 South 10th Ave. · Caldwell, Idaho 83607 · 208.453.2028

July 6, 2023

TO: Roberta Stewart, Planner

Cc: Ardurra, David Sterling, PE

FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE *Amy J Woodruff*

RE: Willow Wood Estates Subdivision – Revised Preliminary Plat

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citmid@middletoncity.com

www.middleton.id.gov

June 27, 2023

Planner Comments

Willow Wood Estates Subdivision – Amended Pre-Plat dated 6/7/2023

1. Add the street "Redbud Avenue" back into the southern border of the project.

Sincerely,

Roberta L. Stewart

Middleton City Planner



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

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

citmid@middletoncity.com

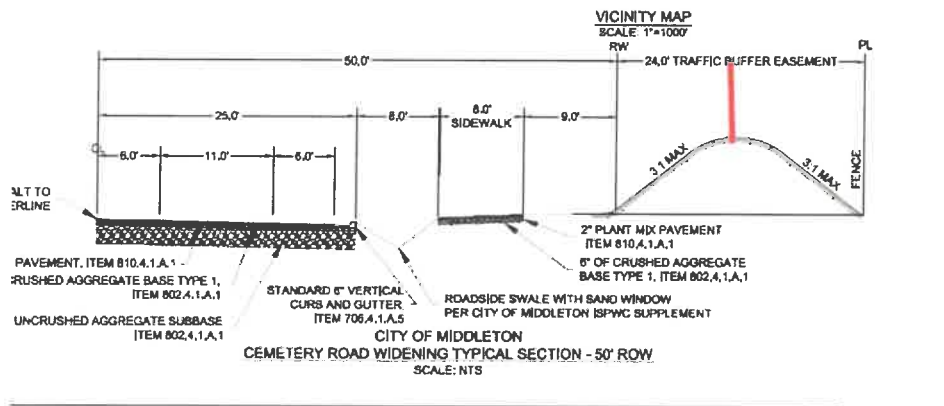
www.middleton.id.gov

July 28, 2023

2nd Planner Comments

Willow Wood Estates Subdivision – Amended Pre-Plat dated 7/18/2023

1. Looks like you're missing "Block 8" icon.???
2. On the section showing Cemetery Road, move the fence to the top of the Berm to comply with current code (MCC 5-4-10-6). The fence/berm combo must reach 9' minimum and no more than 11'. Please note this could change soon because City has hired a consultant to help us improve this traffic buffer with an ordinance amendment. See Note in item 2 below.



3. Add the following note: "City is in the process of revising its code with respect to the 24' wide traffic buffer with fence and berm (MCC 5-4-10-6). Developer to comply with the traffic buffer in effect at the time of Construction Drawing submittal."

So, you need to show the current traffic buffer configuration per the current code, but it is very likely that it will be a different configuration by the time you get to CDs. You should find the revised configuration easier to deal with. That's the goal.

Sincerely,

Roberta L. Stewart

Middleton City Planner



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RESOLUTION NO. 486-23

RESOLUTION OF THE MIDDLETON CITY COUNCIL, PURSUANT TO IDAHO CODE § 50-2015(a) AND (b), AUTHORIZING EXECUTION AND DELIVERY OF A WARRANTY DEED FOR THE TRANSFER OF REAL PROPERTY HEREINAFTER DESCRIBED FROM THE CITY OF MIDDLETON, IDAHO, AN IDAHO MUNICIPAL CORPORATION, TO THE MIDDLETON URBAN RENEWAL AGENCY, A PUBLIC BODY CORPORATE AND POLITIC, ORGANIZED AND EXISTING PURSUANT TO THE IDAHO URBAN RENEWAL LAW, CHAPTER 20, TITLE 50, IDAHO CODE.

WHEREAS, the Middleton Urban Renewal Agency (“**Agency**”) is the duly authorized urban renewal agency of the City of Middleton, Idaho, created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code Title 50, Chapter 20, as amended and supplemented;

WHEREAS, the City of Middleton, Idaho (“**City**”) has adopted an urban renewal plan (“**Plan**”) for the MURA East urban renewal project area (“**Area**”) that will rehabilitate and develop the Area;

WHEREAS, the Plan contemplates the acquisition, management, development, and/or disposition of real property in effectuating redevelopment of the Area;

WHEREAS, pursuant to Idaho Code § 50-2015(a) and (b), the City has the authority to convey real property, with or without consideration, to the Agency, for the purpose of aiding in the planning, undertaking or carrying out of the Plan;

WHEREAS, City owns the real property described in **Exhibit A**, attached and incorporated by this reference (“**Property**”); and

WHEREAS, the City’s execution and delivery of the Warranty Deed, attached as **Exhibit B** and incorporated by this reference, transferring the Property to the Agency will aid in the undertaking and carrying out of the Plan.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Middleton, Canyon County, Idaho, that the attached Warranty Deed for the above-described real property, consisting of approximately 20 acres, from the City to the Agency, is hereby **APPROVED** and the Mayor is authorized to execute and deliver the same subject to the following conditions:

- a. Agency shall seek private development of the Property, alone or in conjunction with adjoining property, pursuant to a request for proposals process as outlined in Idaho Code 50-2011(b).
- b. Agency may, in its discretion, sell the Property for no less than its reuse appraisal value provided that prior to, or at the time of closing on the Property from the Agency to the selected proposer, Agency shall pay to City Three Hundred Eighty-Seven Thousand, Seven Hundred Eighty-Three and 45/100 (\$387,783.45), plus interest thereon commencing September 1, 2023 until closing at the same rate paid on funds invested in the Idaho Local Government Investment Pool, for the conveyance of the Property from the City to the Agency.
- c. The Mayor is authorized to execute and deliver the fully executed Warranty Deed upon payment, or arrangements for payment out of an authorized escrow, of the sum set forth in the preceding paragraph.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this ____ day of September 2023.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this ____ day of September 2023.

APPROVED

By _____
STEVE RULE, Mayor

ATTEST:

By _____
City Clerk

EXHIBIT A

A parcel of land located in Section 7, Township 4 North, Range 2 West of the Boise Meridian, Middleton, Canyon County, Idaho, being more particularly described as follows:

Commencing at the quarter corner common to Sections 7 and 8, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence

North $89^{\circ}48'48''$ West 1319.30 feet to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 7; thence

North $00^{\circ}39'15''$ East 1076.54 feet along the East line of the West half of the Northeast quarter of said Section 7 to the Northeast corner of Middleton Lakes Subdivision No. 1, the Real Point of Beginning of this description; thence along the Northerly boundary of Middleton Lakes Subdivision No. 1 and Middleton Lakes Subdivision No. 2 the following:

South $59^{\circ}32'15''$ West 20.27 feet to a point of curvature; thence 143.88 feet along a curve to the left, said curve having a radius of 140.00 feet, a delta angle of $58^{\circ}53'00''$, a tangent of 79.02 feet and a chord bearing South $30^{\circ}05'45''$ West 137.63 feet to a point of tangency; thence

South $00^{\circ}39'15''$ West 566.82 feet to a point; thence

North $89^{\circ}49'53''$ West 2084.62 feet to a point on the centerline of the Mill Canal, leaving the boundary of Middleton Lakes Subdivision No. 2; thence

North $50^{\circ}19'25''$ East 387.44 feet to a point of curvature; thence 214.90 feet along a curve to the right, said curve having a radius of 309.02 feet, a delta angle of $39^{\circ}50'45''$, a tangent of 112.00 feet and a chord bearing North $70^{\circ}14'47''$ East 210.60 feet to a point of tangency; thence

South $89^{\circ}49'53''$ East 457.01 feet to a point of curvature; thence 181.79 feet along a curve to the left, said curve having a radius of 175.52 feet, a delta angle of $59^{\circ}20'38''$, a tangent of 100.00 feet and a chord bearing North $60^{\circ}29'49''$ East 173.78 feet to a point of tangency; thence

North $30^{\circ}49'31''$ East 204.74 feet to a point of curvature; thence 273.06 feet along a curve to the right, said curve having a radius of 265.42 feet, a delta angle of $58^{\circ}56'45''$, a tangent of 150.00 feet and a chord bearing North $60^{\circ}17'54''$ East 261.18 feet to a point of tangency; thence

North $89^{\circ}46'17''$ East 741.37 feet to a point on the East line of the West half of the Northeast quarter of said Section 7, leaving the centerline of the Mill Slough; thence

South $00^{\circ}39'15''$ West 20.97 feet along said East line to the Real Point of Beginning.

EXHIBIT B

WARRANTY DEED

The CITY OF MIDDLETON, IDAHO, an Idaho municipal corporation of 1103 West Main Street, Middleton, Canyon County, Idaho 83644, Grantor, hereby CONVEYS, GRANTS and WARRANTS to THE URBAN RENEWAL AGENCY OF THE CITY OF MIDDLETON, IDAHO aka the MIDDLETON URBAN RENEWAL AGENCY, an independent public body corporate and politic of the State of Idaho, of 1103 West Main Street, Middleton, Canyon County, Idaho 83644, Grantee, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, pursuant to the authority set forth in Idaho Code § 50-2015(a) and (b), the following described tract of land in Canyon County, Idaho:

A parcel of land located in Section 7, Township 4 North, Range 2 West of the Boise Meridian, Middleton, Canyon County, Idaho, being more particularly described as follows:

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. The said Grantor does hereby covenant to said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances except for general taxes and assessments for the current year and subsequent years, covenants, conditions, restrictions, use restrictions, use requirements, reversionary interests and easements of record, and that it will warrant and defend the same from all lawful claims whatsoever.

WITNESS the hand of said Grantor this ____ day of _____, _____.

CITY OF MIDDLETON, IDAHO

By: _____
STEVEN RULE, Mayor

Attest:

City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On _____, _____, before me the undersigned, a Notary Public in and for said State personally appeared STEVEN RULE, known or identified to me to be the Mayor of the City of Middleton, Idaho, that executed the said instrument, and acknowledged to me that such City of Middleton 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.

SEAL

NOTARY PUBLIC FOR IDAHO

Residence: _____

My Commission expires: _____

WARRANTY DEED

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RESOLUTION NO. 487-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO AUTHORIZING THE MAYOR TO ENTER INTO THAT CERTAIN PROPERTY EXCHANGE AGREEMENT FOR THE EXCHANGE OF CERTAIN REAL PROPERTY IN THE CITY OF MIDDLETON.

WHEREAS, the City of Middleton, in compliance with Idaho Code 50-1403, held all hearings and sent and published all notices required to convey real property owned by the City of Middleton; and,

WHEREAS, the proposed exchange agreement is attached to this resolution as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED, ORDERED AND DECLARED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AS FOLLOWS:

1. The Mayor is hereby authorized to enter into that certain Property Exchange Agreement, a copy of which is attached hereto as Exhibit A.

PASSED BY THE COUNCIL of the City of Middleton, Idaho this ____ day of September, 2023.

APPROVED BY THE MAYOR of the City of Middleton, Idaho this ____ day of September, 2023.

APPROVED

By _____
STEVE RULE, Mayor

ATTEST:

By _____
City Clerk

PROPERTY EXCHANGE AGREEMENT

This Property Exchange Agreement ("Agreement"), is made this ____ day of _____, 2023, between the City of Middleton, Idaho, an Idaho municipal corporation ("City") and Anchored Investments LLC, an Idaho limited liability company, including its successors and assigns ("Anchored"). The City and Anchored are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the City and Anchored desire to enter into a land exchange contract whereby the City and Anchored would exchange certain parcels of land, subject to certain promises and conditions set forth herein;

WHEREAS, the City is the owner of certain parcels of land (the "City Tracts") containing approximately 1.56 acres located in the City of Middleton, Idaho, which City Tracts are more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, Anchored is the owner of certain land (the "Anchored Property") containing approximately 7.99 acres located in the City of Middleton, Idaho, which Anchored Property is more particularly described and depicted on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to the promises, terms, and provisions contained herein, the City and Anchored desire to exchange a specified portion of the Anchored Property for the City Tracts.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I PROPERTY EXCHANGE

Section 1.1 – City Tracts. Subject to the terms, provisions, and conditions set forth in this Agreement, the City agrees to convey to Anchored the City Tracts as more particularly described in Exhibit A-1.

Section 1.2 – Anchored Lot. Subject to the terms, provisions, and conditions set forth in this Agreement, Anchored agrees to convey to the City the specified 1.71 acre strip on the east portion (the "Anchored Lot") of the Anchored Property as more particularly described in Exhibit A.

ARTICLE II CONDITIONS AND COVENANTS

Section 2.1 – To Be Fulfilled By the City:

- (A) The City agrees to do all that it can to facilitate the legal exchange of the Anchored Lot to the City and the City Tracts to Anchored, provided that such efforts by the City will comply with applicable law and will place no material risk on the City. The City will provide a property profile (or its equivalent) for the City Tracts from a title company as soon as reasonably possible.
- (B) Prior to Closing, the City shall approve an administrative lot split to separate the Anchored Lot from the remaining Anchored Property, of which the Anchored Lot is presently a part. The City agrees to cooperate with Anchored in this lot-split process by timely providing reasonably requested information and by paying for the survey and related professional services.
- (C) The City shall concurrently approve an administrative lot split to permit Anchored to divide the remaining Anchored Property, after the Anchored Lot is transferred to the City, into a northern lot and southern lot, approximately as depicted on Exhibit A. If Anchored desires to split the Anchored Lot different than what is depicted on Exhibit A, then the City shall reasonably cooperate to permit Anchored to do so.
- (D) The City staff shall fully support any application by Anchored or its successors to rezone the remaining Anchored Property as C-3, which shall occur as soon as reasonably possible, provided that Anchored timely submits the rezone application and enters into a reasonable and simple development agreement in the form of the development agreement attached hereto as Exhibit B. The City agrees to process and calendar said rezone application with all reasonable haste and shall give it priority to expedite the processing thereof. The City agrees to pay for any rezone fees and expenses. The Parties agree that the terms of such development agreement shall not interfere or conflict with any of the terms or conditions contained in this Agreement. The City represents that that the Future Land Use Map currently shows the Anchored Property as mixed-use, which permits mixed and/or commercial uses. The City staff represent that the rezone of the Anchored Property to C-3 is consistent with the City's current Comprehensive Plan.
- (E) The City agrees to bear the cost and expense of any surveying or other professional services required by the City that are necessary to transfer the City Tracts to Anchored and the Anchored Lot to City.
- (F) The City agrees to maintain the parking, pathway, landscaping, and RV dump station presently located on the City Tracts in substantially similar conditions as

presently exist until such time as re-development work commences on the remaining Anchored Property.

- (G) The City agrees to grant a sufficient access easement off Kings Avenue for the southern split lot, the exact location of which will be subject to final approval based upon existing conditions at the time of such grant. Neither Anchored nor its successors in interest will be required to relocate the recreational vehicle sewer dump as a result of said access, even if such access overlaps with the current location of said sewer dump.
- (H) The City agrees to grant a sufficient access easement off Boise Street for both the northern and southern split lots.
- (I) The City will not grant any vehicular access directly onto the realigned Middleton Road from any property owned by Anchored.
- (J) The City hereby confirms and agrees that there is no requirement, now or in the future, for any walking pathway easement (or similar easement or access) north of the Mill Slough drain ditch on the northern split lot, excluding regular frontage improvements along Boise Street.
- (K) Facilities for the retention of stormwater within the parcels will be designed according to code applicable at the time of the construction thereof; and facilities for the retention of stormwater from offsite improvements shall be designed and constructed according to code applicable at the time of the construction thereof, subject to the following conditions:
 - a. No regional stormwater collection facilities will be required to be installed on Parcel 1.
 - b. Such stormwater drainage pond shall be considered green space (or the equivalent) for development purposes.
- (L) The City agrees that Anchored will retain its current water and irrigation-related rights, including access points. The Parties agree that any irrigation pipes or physical access points located on the Anchored Lot that Anchored is conveying to the City may be relocated within the remaining Anchored Property in the sole discretion of Anchored so irrigation may continue without interruption. If such irrigation pipes or physical access points cannot be immediately relocated, then the City agrees to grant Anchored the necessary easements for uninterrupted water and irrigation access.
- (M) The City shall remain solely responsible for the operation and maintenance of the RV dump station located on the City Tracts. The City shall also remove the sewer dump at its cost (but shall not be obligated to relocate any other sewer facility) at the time that the lot on which said dump is located is developed by Anchored or its successors.

- (N) The City shall maintain all parking, landscaping, and pathway areas on the City Tracts (including the RV sewer dump) until Anchored, or its successors, develop the lots on which said parking, landscaping, and pathway areas are located and shall remain liable for any injury, damage or harm occurring thereon, unless the same is caused by the gross negligence of Anchored or its successors. For clarity, if the southern split lot is developed, the City will continue to maintain and insure the parking, landscaping, and pathway areas that become part of the northern split lot. The City agrees to maintain insurance to cover any such injury, damage or harm on the parking, landscaping, pathway, and RV dump station area, and the City further agrees to defend, indemnify, and hold harmless Anchored relating to any claimed or actual loss, injury, or damage arising from public use of the parking, landscaping, pathway and/or RV dump station areas until such time as the lot on which the parking, landscaping, pathway, or RV dump station is located is developed by Anchored or its successors.
- (O) Anchored has provided the City with a contractors estimate for moving all fences necessitated by this agreement in the amount of twelve thousand five hundred dollars (\$18,500). The City shall provide said amount to Anchored at closing, and Anchored shall be responsible for undertaking said work. The City shall not be responsible for the relocation or reconstruction of any fence, and Anchored shall ensure that all fences are relocated off of property that will be acquired by the City no later than thirty (30) days after closing.
- (P) In the event, upon final survey, the Anchored Lot is still larger than the City Tracts, the City shall pay to Anchored, at the time of Closing, an amount equal to seven dollars and ninety-five cents (\$7.95) per square foot that the Anchored Lot is larger than the City Tracts.
- (Q) Regardless of past, current or future code or precedent established by the City, the City acknowledges and agrees that the exchange and lot splits described in this Agreement shall not trigger any obligation or requirement for Anchored or any subsequent owner of any split lot to take any action including, but not limited to, purchasing, bonding, constructing, platting, surveying, or improving in any way roads, utilities, easements, infrastructure, or any other improvements until a preliminary plat or development application for the split lot is submitted to the City. The City acknowledges and agrees that once such a preliminary plat or development application is submitted for one of the split lots, only that lot will be impacted by any such clear statutory obligation or requirement pursuant to City code or other applicable law that cannot be waived by the City. By way of example, if Anchored develops the northern split lot, improvements would only be required along Boise Street where the specific split lot has frontage.

Section 2.2 – To Be Fulfilled by Anchored:

- (A) Anchored agrees to pay one application fee and 25% of one survey related to the aggregate work for the administrative lot splits contemplated in this Agreement, and the City acknowledges that there are no requirements for engineering (or similar work) to accomplish said lot split.
- (B) Unless otherwise specified in this Agreement, Anchored agrees to bear the costs associated with the rezone and development agreement applications.
- (C) Anchored acknowledges and agrees that a walking pathway will be required on the south side of the Mill Slough drain ditch consistent with the City's comprehensive plan.
- (D) Anchored agrees that the City shall retain the existing permanent utility easements located on the City Tracts. Anchored shall grant the City or other public utility provider an easement for the operation, maintenance, repair, and replacement any facilities presently in the right of way if no specific easement presently exists for said facilities. Said easements shall be twenty feet (20) wide, centered on the center line of any existing public utilities.
- (E) Anchored hereby grants an easement to the City for the purpose of operating, maintaining, repairing, and replacing the recreational vehicle sewer dump, landscape areas, and pathway, the locations of which are identified on Exhibit A, for use by the general public. Said easement shall terminate when the pathway along the southern boundary of the Mill Slough is constructed by Anchored or is successors in conjunction with the development of the southern split lot on the Anchored Property.
- (F) Boise Street curb, gutter, sidewalk, roadway, and associated improvements required of the eventual developer of the Anchored Property will be in substantial conformance with the improvements depicted on Exhibit C.

ARTICLE III CLOSING

Section 3.1 – Closing Date and Alternative Purchase. The closing of the property exchange, including all of the conditions and covenants described in Article II, between the Parties ("Closing") shall occur no later than October 19, 2023 ("Closing Date"), unless a later closing date is mutually accepted in writing by the Parties. The Closing will be held on a date and at a place mutually agreed by the Parties.

Section 3.2 – The City's Delivery of Documents:

- (A) Warranty deed(s) as necessary conveying the City Tracts to Anchored;
- (B) If elected by Anchored, an owner's title policy, issued at the City's sole cost and

expense, covering the City Tracts in an amount equal to the value of the land conveyed;

- (C) Written approval of the lot splits described in Sections 2.1(B) and 2.1(C);
- (D) Payment pursuant to Section 2.1(P);
- (E) A non-foreign affidavit or similar document as may be required under the Internal Revenue Code;
- (F) Possession of the City Tracts; and
- (G) Any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the City Tracts as provided herein.

Section 3.3 – Anchored's Delivery of Documents:

- (A) Warranty deed conveying the specified portions of the Anchored Lot to the City
- (B) If elected by the City, an owner's title policy, issued at Anchored's sole cost and expense, covering the specified portions of the Anchored Lot in an amount equal to the value of the land conveyed;
- (C) A non-foreign affidavit required under Section 1445 of the Internal Revenue Code;
- (D) Paid tax certificates showing that all property taxes for the Anchored Lot have been paid for the years prior to the year of Closing;
- (E) Possession of the Anchored Lot; and
- (F) Any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the specified portions of the Anchored Lot as provided herein.

Section 3.4 – Additional Closing Costs and Expenses:

- (A) The City shall pay for the cost of (i) any professional fees required by the City related to the property exchange, (ii) recording the deeds, (iii) any title company escrow fees, and (iv) all costs and expenses incurred by or on behalf of the City including the City's attorney's fees.
- (B) Anchored shall pay for costs and expenses incurred by or on behalf of Anchored including any Anchored's attorney's fees.
- (C) The parties shall pay any and all taxes for their respective properties in full for the 2023 calendar year.

ARTICLE IV MISCELLANEOUS

Section 4.1 – Integration. This Agreement contains the complete agreement between the Parties hereto and cannot be amended, modified or altered except by a written agreement properly executed by the City and Anchored.

Section 4.2 – Attorney’s Fees. If either Party will be required to employ an attorney to enforce or defend the rights of such Party hereunder, the prevailing Party will be entitled to recover reasonable attorney’s fees incurred in connection therewith.

Section 4.3 – Survival. Any portion of this Agreement not otherwise consummated at the Closing will survive the Closing as a continuing agreement by and between the Parties hereto.

Section 4.4 – Binding Effect. This Agreement will inure to the benefit of and will be binding upon and enforceable by the Parties hereto and their respective heirs, representatives, successors and assigns.

Section 4.5 – Law. This Agreement will be governed by and interpreted and construed under the laws of the State of Idaho and shall be enforced in Canyon County, Idaho.

Section 4.6 – Relationship of the Parties. Nothing contained herein is intended to create, nor will it ever be construed to make, the City and Anchored partners or joint venturers.

Section 4.7 – Required Performance. Time is of the essence in the performance of all terms and provisions of this Agreement. The Parties shall timely carry out all steps required to be performed and maintain all obligations set forth in this Agreement.

(signatures on following)

IN WITNESS WHEREOF the parties hereto have set their hands the day and year written below.

Date: 7/14/2023

Marcianne Higginson
Anchored Investments LLC
By: Marcianne Higginson
Its: Owner

STATE OF IDAHO

)
) ss.

COUNTY OF ADA

On this 14th day of July, in the year 2023, before me the undersigned, a Notary Public in and for said State personally appeared Marcianne M. Higginson known or identified to me to be the Owner of Anchored Investments LLC that executed the instrument.

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



*SEAL

Sara E. Davis
NOTARY PUBLIC FOR IDAHO
Residence: Eagle, Idaho
My Commission Expires: 07/17/2024

CITY OF MIDDLETON, IDAHO

Date: _____

By: STEVEN J. RULE
Its Mayor

ATTEST:

Date: _____

BECKY CROFTS, City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this ____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State personally appeared Steven J. Rule known or identified to me to be the Mayor of the City of Middleton, Idaho that executed the said instrument, and acknowledged to me that such City 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
Residence: _____
My Commission Expires: _____

*SEAL

After Recording, Mail To

Middleton City Clerk
1103 W. Main Street
Middleton, ID 83644

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho ("**City**"); and _____ ("**Developer**"), individually and collectively referred to as Developer ("**Developer**").

RECITALS

WHEREAS, Developer owns approximately _____ acres of real property located at _____, Middleton, Canyon County, Idaho commonly referred to in Canyon County Assessor's records as Parcel No. _____, and legally described in Exhibit A attached hereto and incorporated herein ("**Property**"); and

WHEREAS, Developer intends to improve the Property with a commercial development commonly known as _____ according to the Middleton City Code and the City's public works standards at the time(s) the Property is improved; and

WHEREAS, the City has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and Middleton City Code.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

**ARTICLE I
LEGAL AUTHORITY**

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and Middleton City Code, Title 5, Chapter 2.

**ARTICLE II
ANNEXATION AND ZONING ORDINANCE**

The City will adopt an ordinance to annex and rezone the Property from R-3 to City of Middleton C-3 (Commercial). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will perform at the city's expense and with the Developer's cooperation.

**ARTICLE III
CONDITIONS OF DEVELOPMENT**

3.1 Developer shall comply, in all respects, with the terms of that certain Property Exchange Agreement, a copy of which is attached hereto as Exhibit A.

3.2 Developer shall comply with all applicable City and State Code, ordinances, resolutions, and other applicable rules governing development of property and construction of buildings and facilities.

**ARTICLE IV
FAILURE TO COMPLY WITH AGREEMENT**

4.1 If the Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breach may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirement contained in Middleton City Code and Idaho Code.

If after a breach, the City Council determines that the terms of this Agreement applicable to the breach should be modified, the term(s) of this Agreement shall be amended and the Developer shall comply with the amended terms.

Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.2 If after a breach, the City Council determines that the zoning should be reverted to R-3, or as otherwise provided in the Idaho Code, then the Developer hereby consents to such reversion or other action and will cease uses not allowed or permitted in the R-3 zone.

4.3 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.4 NOTICE OF FAILED PERFORMANCE. Upon any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party with thirty (30) days of the receipt of such notice.

ARTICLE V GENERAL PROVISIONS

5.1 This Agreement contains the entire agreement of the parties respecting the Property and supersedes all prior discussions and written and verbal agreements between the parties respecting the Property.

5.2 Any amendment or addendum to this Agreement shall be in writing and made only after the City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 2.

5.3 Any notice that a party may desire or is required to give to another party must be in writing and shall be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate in writing after giving notice. 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 forgoing:

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

Developer: _____

5.4 If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Agreement, the non-prevailing party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 This Agreement shall be effective after being fully executed. This Agreement shall become valid and binding only upon its approval by the City Council and execution by the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorder at the expense of the City.

5.6 Each commitment and restriction described in this Agreement shall be a burden on the Property and run with the land and shall be appurtenant to and for the benefit of the Property.

5.6.1 This Agreement shall be binding on the City and Developer, 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, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their owners' parcels or lots.

5.6.2 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.

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

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

5.9 Time is of the essence for performance of each obligation in this Agreement.

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

Dated this ____ day of _____, 2023 and effective upon annexation and rezoning of the Property.

CITY OF MIDDLETON

ATTEST

By: _____
Steven J. Rule, Mayor

By: _____
Becky Crofts, City Clerk

State of IDAHO)

ss.

County of Canyon)

I, a notary public, do hereby certify that on this ____ day of _____, 2023, personally appeared before me Steven J. Rule, who, being first duly sworn, declared that he is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

Notary Public

My Commission Expires: _____

DEVELOPER:

By: _____

State of Idaho)

ss.

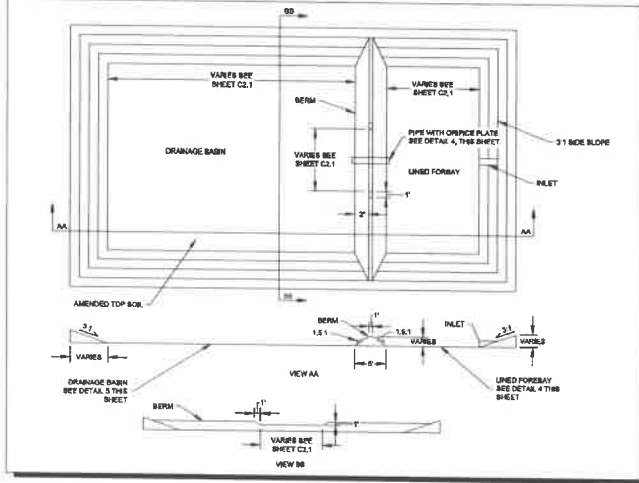
County of _____)

I, a notary public, do hereby certify that on this __ day of _____, 2023, personally appeared before me _____, who declared that he/she signed this Development Agreement in the capacity of _____ for _____.

Notary Public

My Commission Expires: _____

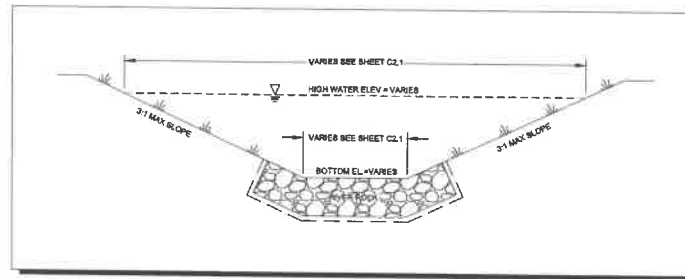
Development Agreement – _____



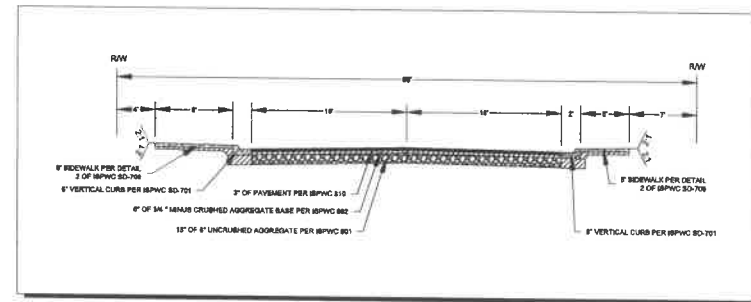
1 STORM POND WITH FORBAY
N.T.S.

POND#	SIDE SLOPE (%)	TOP WIDTH (ft)	TOP LENGTH (ft)	POND DEPTH (ft)	TOP ELEVATION	ELEVATION POND BOTTOM	AVERAGE WATER TABLE ELEVATION	POND BOTTOM ABOVE WATER TABLE	100-YEAR STORAGE VOLUME
1	33	19	82	2	2387.8	2395.8	2392.8	3	2500
2	33	102	22	3	2398.8	2395.8	2392.8	3	3708

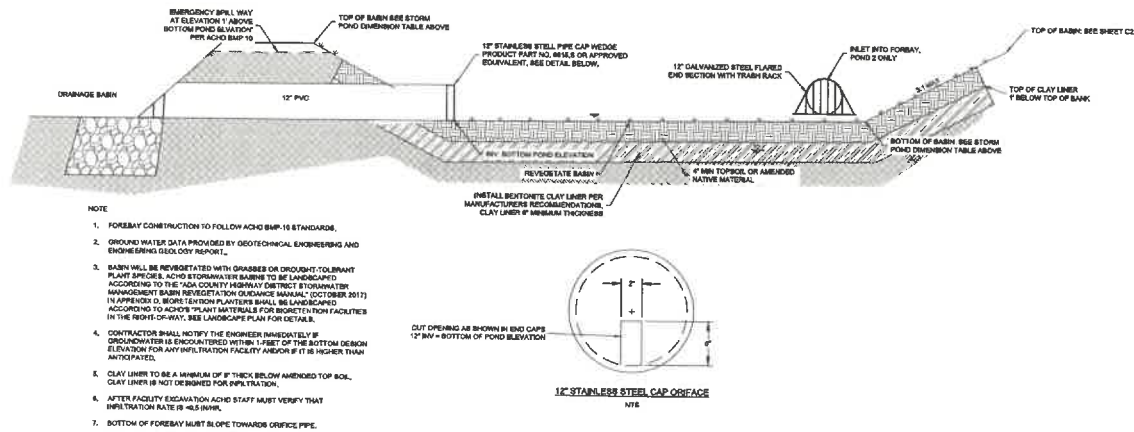
3 STORM POND DIMENSIONS
N.T.S.



5 STORM POND DRAINAGE BASIN
N.T.S.



2 TYPICAL ROAD SECTION - 60' R/W
N.T.S.



4 LINED FORBAY DETAIL
N.T.S.

99% PLANS
NOT FOR ADT

REVISIONS
DATE
DESCRIPTION
BY
CHECKED
APPROVED
P. COLWELL

T-O ENGINEERS
CORPORATION
1000 S. 1000 E.
SUITE 100
SALT LAKE CITY, UT 84143
PHONE: 801.488.1111
WWW.TOENGINEERS.COM
BOISE STREET RECONSTRUCTION
DETAILS

CONSTRUCTION DRAWINGS FOR:
BOISE STREET RECONSTRUCTION
DETAILS

ATTENTION
1" = 10' SCALE
DATE: JUNE 28, 2022
PROJECT: 210609
SHEET: C2.0

RESOLUTION NO. 483-23

RESOLUTION OF THE MIDDLETON CITY COUNCIL AUTHORIZING THAT CERTAIN REAL PROPERTY, LOCATED EAST OF THE KINGS AVENUE ALIGNMENT IN MIDDLETON, IDAHO, CONSISTING OF APPROXIMATELY 1.56 ACRES, BE DECLARED AS SURPLUS PROPERTY, DECLARING AN INTENT TO CONVEY, EXCHANGE OR OFFER FOR SALE SAID PROPERTY, AND TO DECLARE THE VALUE OR MINIMUM PRICE THE CITY INTENDS TO RECEIVE AS A RESULT OF SUCH CONVEYANCE.

WHEREAS, the City of Middleton is the owner of certain real property located to the East of the Kings Avenue alignment in Middleton, Idaho, consisting of approximately 1.56 acres, and more particularly depicted in red on Exhibit "A," attached hereto and made a part hereof by this reference (the "Subject Property");

WHEREAS, the Subject Property is adjacent to certain real property owned by Anchored Investments, LLC; and,

WHEREAS, a portion of said real property owned by Anchored Investments, LLC's is needed for the Middleton Road realignment project (the "Anchored Property"), more particularly depicted in green on Exhibit A; and,

WHEREAS, the City and Anchored Investments, LLC, have negotiated a proposed exchange of the Subject Property and the Anchored Property, subject to additional terms and conditions; and,

WHEREAS, the agreement setting forth said proposed exchange is attached hereto as Exhibit B; and,

WHEREAS, the City Council desires to declare the value of the subject property and, in accordance with Idaho Code § 50-1402, explain the intended exchange.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and City Council of the City of Middleton, that the Middleton City Council does hereby declare the subject property, more particularly described in Exhibit A, attached hereto and made a part hereof by this reference, as surplus property, and does hereby declare that it intends to enter into that certain Property Exchange Agreement, attached hereto as Exhibit B, which Property Exchange Agreement sets forth an explanation of the intended exchange and which agreement is incorporated herein by this reference as if set forth in full; and

AND, BE IT FURTHER RESOLVED, to set the date for the public hearing for the proposed disposition, which disposition shall be accomplished by entering into the aforementioned Property Exchange Agreement, at the Regularly Scheduled City Council Meeting to be held on

Wednesday August 16, 2023, at 5:30 p.m., at the Middleton City Hall, 1103 W Main St, Middleton, ID 83644.

July, 2023.
PASSED BY THE CITY COUNCIL, of the City of Middleton, Idaho, this 19 day of

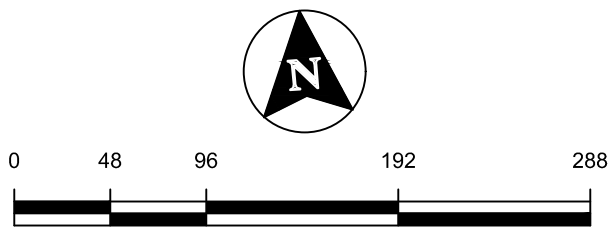
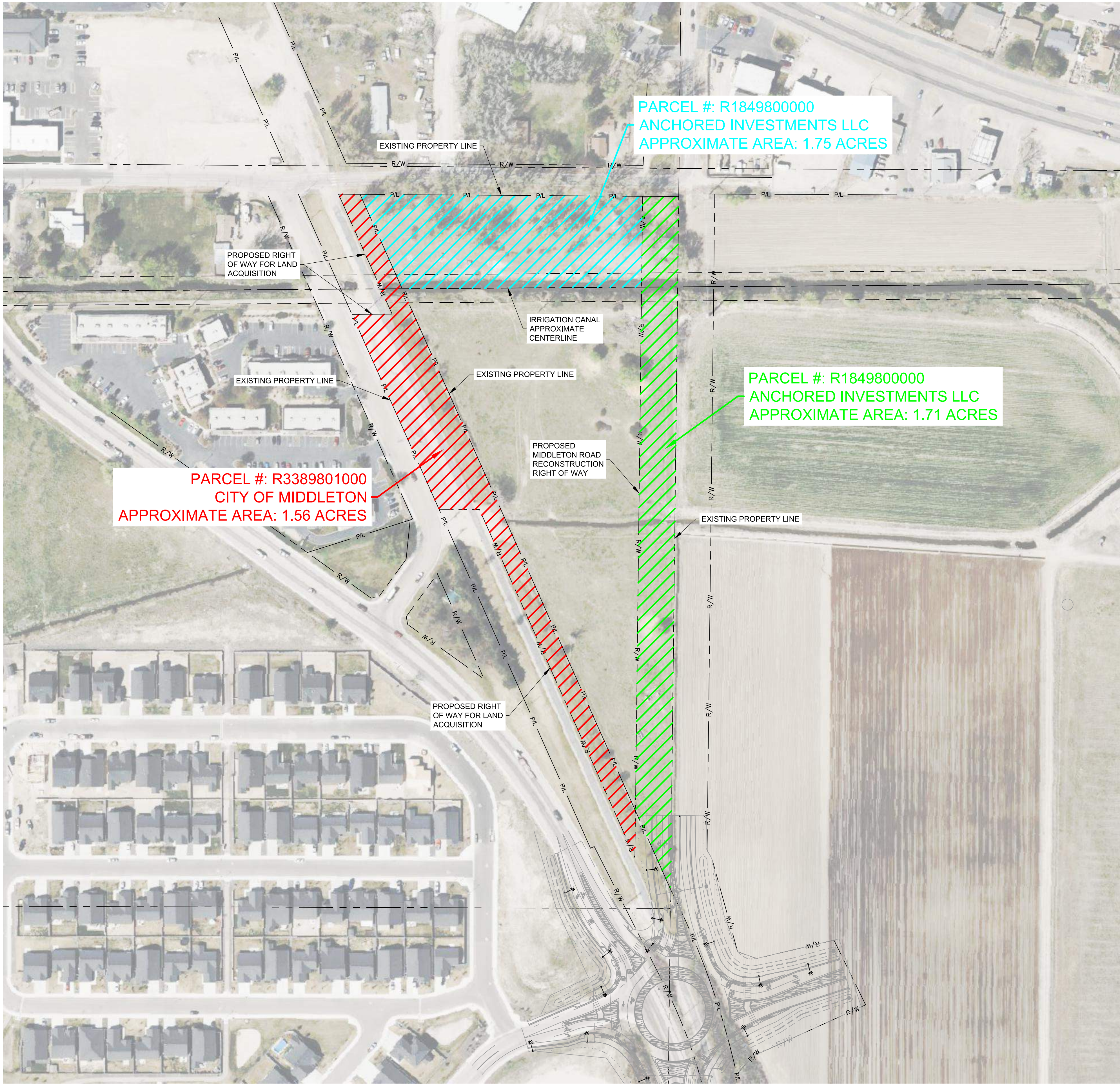
July, 2023.
APPROVED BY THE MAYOR, of the City of Middleton, Idaho, this 19 day of

ATTEST:


Mayor Steve Rule


City Clerk (or Deputy)





LEGEND	
	SECTION LINE
	EASEMENT LINE
	RIGHT OF WAY LINE
	PROPERTY LINE
	ANCHORED INVESTMENTS PROPERTY
	ANCHORED INVESTMENTS PROPERTY
	CITY OF MIDDLETON PROPERTY

DRAFT

DRAFT

BORDER SIZE		22"x34"	
DESIGNED		####	
DRAWN		####	
CHECKED		####	
APPROVED		####	
DATE			
REVISIONS			
DESCRIPTION			
NO.			



ARDURRA
247 S. TITANUM PLACE
MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

DISPLAY FOR:
CONCEPTUAL PARCEL DISPLAY

ATTENTION: 1/2" 1"
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

DATE: June 7, 2023
PROJECT: 150038

SHEET:
DISPLAY

FY24 ANIMAL SHELTERING AGREEMENT BY AND BETWEEN CITY OF MIDDLETON AND IDAHO HUMANE SOCIETY

This Memorandum of Understanding (MOU) outlines the terms and conditions for the collaboration between Idaho Humane Society (IHS) and City of Middleton (City) to support the sheltering and care of stray dogs. Both parties hereby agree to the following terms and responsibilities.

Purpose: This MOU aims to establish a cooperative relationship between City of Middleton and IHS to provide shelter, care, and support to homeless dogs in Middleton. The terms and conditions contained in this scope of service are expressly made a part of this Animal Sheltering Agreement.

1) Idaho Humane Society Dog Sheltering Responsibilities:

- a)** IHS shall provide animal sheltering services for dogs signed over by Middleton Police Department representatives.
- b)** All Animal Welfare enforcement functions will remain with Middleton Police Department without exception. IHS will not participate in enforcement functions in any circumstances.
- c)** Hours and Days of Shelter Services. Shelter Services shall be open seven (7) days per week from 8:00 a.m. to 6:00 p.m.
- d)** IHS employee staffing levels shall be sufficient to provide the on-going shelter services for Middleton Police Department. For purposes of this Agreement, "Shelter Services" for dogs shall include:
 - i)** Intake of dogs presented by a representative of Middleton Police Department.
Representative to provide completed intake form indicating any known information about subject dog, including but not limited to date of intake, area of origin if known, observed behavioral issues, information regarding attempted contact with owners, and any other information deemed relevant by IHS or the City. Intake form to be provided by IHS to Middleton Police Department.
 - ii)** Preparing dogs for appropriate outcome. Preferred outcome to be adoption, however dogs not considered candidates for adoption due to medical or behavioral issues will be humanely euthanized. Euthanasia decisions are at the sole discretion of IHS.
 - iii)** Dogs will be provided with vaccinations, medical care, and microchip as appropriate for outcome.
 - iv)** All dogs will be spayed or neutered prior to being made available for adoption.

2) Middleton Police Department Responsibilities:

- a)** Maintaining a lost and found program for dogs.
- b)** Holding stray or lost dogs in accordance with the City's ordinance.
- c)** Examining stray and lost dogs for licenses or identification chips, and if a license or chip is found, to make a reasonable attempt to return dog to owner.
- d)** Arrange for transportation of dogs to IHS.

3) Contract Price and Payment:

- a)** Fees for sheltering services shall be as follows:

- i) \$100 per dog if delivered to IHS facility at 4775 Dorman St., Boise. Delivery by representative of Middleton Police Department would be after the required holding period per City ordinance.
 - ii) \$200 per dog if IHS picks up the dog on a pre-arranged, mutually agreeable day. Pick up would be after the required holding period per City ordinance and coordinated with Middleton Police Department.
 - iii) Payments shall be made to IHS monthly for dogs turned over to IHS. Payments due by the 15th of the following month.
- 4) Duration: This MOU shall commence on October 1, 2023 and remain in effect for a period of 1 year, unless terminated earlier by either party with 30 days written notice.
 - 5) Termination: Either party may terminate this MOU with written notice to the other party. Termination should be done in writing with a minimum of 30 days' notice.
 - 6) Confidentiality: Both parties agree to maintain the confidentiality of sensitive information and data related to the dogs, adopters, or any relevant information obtained during this collaboration.
 - 7) Dispute Resolution: Any disputes arising from this MOU will be resolved through amicable negotiations between both parties.
 - 8) Amendments: Any changes or amendments to this MOU must be made in writing and signed by both parties.
 - 9) Governing Laws: This MOU shall be governed by and construed in accordance with the laws of Idaho.
 - 10) Notices: Each Party shall deliver all communications in writing either in person, by certified or registered mail (return receipt requested and postage prepaid), by email, or by a recognized overnight courier service, and addressed to the other Parties as set forth below:

Idaho Humane Society
ATTN: Chief Executive Officer
1300 S. Bird Street
Boise, Idaho 83709
jrosenthal@idahohumanesociety.org

City of Middleton
NEED CONTACT NAME
ADDRESS
CONTACT EMAIL

End of Agreement
[Signatures appear on the following page]

IN WITNESS WHEREOF, the authorized agent or representatives of the City and IHS

executed this Agreement, the date first written.

FOR THE CITY: **FOR IHS:**

The City of Middleton, Idaho. The Idaho Humane Society, Incorporated.

By: _____ By: _____

Print Name: _____

Print Name: _____

Its:

Its:

Date:

Date:

ATTEST:

City Clerk/Treasurer

RESOLUTION NO. 488-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MIDDLETON, IDAHO AUTHORIZING THAT CERTAIN REAL PROPERTY, COMMONLY KNOWN AS PARCEL #R33898010A0, MIDDLETON, IDAHO, BE DECLARED AS SURPLUS PROPERTY, DECLARING AN INTENT TO CONVEY, EXCHANGE OR OFFER FOR SALE SAID PROPERTY, AND TO DECLARE THE VALUE OR MINIMUM PRICE THE CITY INTENDS TO RECEIVE AS A RESULT OF SUCH CONVEYANCE.

WHEREAS, the City of Middleton is the owner of certain real property commonly known as the 1.44 acres of leased vacant land located on E. Main Street, Parcel #R33898010A0, Middleton, Idaho (the “subject property”);

WHEREAS, the subject property is no longer needed by the City of Middleton, and interest appears to exist among the community for purchase of the property and for future improvements and development of the site for commercial use; and

WHEREAS, the City Council desires to declare the subject property as surplus, and, in accordance with Idaho Code § 50-1402 and Middleton City Code Title 1, Article 21, declare the value or minimum price for which the City of Middleton will sell the subject property.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and City Council of the City of Middleton, that the Middleton City Council does hereby declare the described portion of that certain real property commonly known as the 1.44 acres of leased vacant land located on E. Main Street, Parcel #R33898010A0, Middleton, Idaho, as surplus property, and to declare the value or minimum price for which the City of Middleton will sell the subject property at approximately TWO HUNDRED AND TWENTY-SIX THOUSAND DOLLARS (\$226,000.00), based on an appraisal of comparable property; and

AND, BE IT FURTHER RESOLVED, to set the date for the public hearing for the proposed disposition of the subject property at the Regularly Scheduled City Council Meeting to be held on Wednesday, October 18, 2023, at 5:30 p.m., at City Hall Council Chambers, located at 1103 W Main Street, with the opening bid price of TWO HUNDRED AND TWENTY-SIX THOUSAND DOLLARS (\$226,000.00).

PASSED BY THE COUNCIL of the City of Middleton, Idaho this ____ day of September, 2023.

APPROVED BY THE MAYOR of the City of Middleton, Idaho this ____ day of September, 2023.

APPROVED

By _____
STEVE RULE, Mayor

ATTEST:

By _____
City Clerk