



AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday October 7, 2020

Time: 5:30 p.m.

Location: **Trolley Station** 310 Cornell Street, Middleton, Idaho

Call-to-order, roll call, Pledge of Allegiance, Invocation: Mike Crossley

Action Item: Approve the Amended Agenda

Information Items

1. Water turn off fees and time limits – Jim Gordon

Action Items

1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for Council's September 2, 2020 regular meeting, September 8, 2020 special meeting.
Consider ratifying September 18, 2020 payroll in the amount of \$ \$102,171.93 and accounts payable thru September 30, 2020 in the amount of \$190,885.09.
2. Consider approving West Highlands Subdivision Phase No. 9 Final Plat – Bruce Bayne
3. Consider approving Stonehaven Subdivision Phase No. 3 Final Plat – Bruce Bayne
4. Consider confirmation of Mayor's appointment of Jim Taylor to Library Board. – Mayor Rule
5. **Public Hearing:** Consider adopting Resolution 453-20: to amend the City of Middleton's Comprehensive Plan text and maps as necessary to incorporate the city's updated capital improvement plans for city Police Department.
6. **Public Hearing:** A request by Joan Endicott to rezone three parcels, totaling 0.70 acres from R-3 (Single Family Residential) to M-U (Mixed Use) from Middleton City Code 5-1-5, along with a Development Agreement, Middleton City Code Title 5, Section 2. The subject properties are located at 424 Boise St., for Parcel No. R18502, 0 Boise Street for Parcel No. R18503 and 0 Boise Street for Parcel No. R18504, Middleton, Idaho. – Bruce Bayne
7. **Public Hearing:** An application from Peter Harris for a preliminary plat and special use permit of Concord Square Subdivision. The proposed preliminary plat zoned R-3, consists of 9 single family lots, accessing Birch Avenue. Site area is approximately 2.69 acres located near the southeast corner of Birch Ave. and Concord St, address of 0 Concord St, Canyon County parcel no. R1869601. – Bruce Bayne
8. **Public Hearing:** a proposed exchange of a portion of City owned property located at 0 State Highway 44; parcel R3473701100 with property located 322 E. 1st Street, Middleton, Idaho. The City owned property located at 0 State Highway 44; parcel R3473701100, Canyon County is approximately 18,300 square feet and is zoned C1. It's

estimated value is 60,000. The property located at 322 E. 1st Street, Middleton ID is 11,098 square feet, zoned C3 and its estimated value is 84,000.00. The purpose of the exchange is to secure property adjacent to existing city property downtown to allow for future downtown consolidated city services. – Becky Crofts

9. Consider purchasing property commonly known as 324 E 1st Street, Middleton, Idaho 83644 in the amount of \$95,000.00 subject to appraisal. – Becky Crofts
10. **Public Hearing:** Ordinance No. 638 of the City of Middleton, Canyon County, Idaho, amending Title 5 of the Middleton city code updating general zoning provisions, , modifying and updating the uses and notes in the land use, setback and area tables, updating preliminary and final plat requirements; updating design and development standards; updating required road and utility improvements; updating special developments provisions; making other minor modifications and providing an effective date. - Bruce Bayne
11. Consider adopting Ordinance No. 638: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AMENDING THE MIDDLETON CITY CODE TITLE 5, CHAPTER 4, SECTION 3 UPDATING TRAFFIC IMPACT ANALYSIS REQUIREMENTS; AMENDING TITLE 5, CHAPTER 4, SECTION 13, SUBSECTION 3 UPDATING RV PARK APPLICATION STANDARDS, AND PROVIDING AN EFFECTIVE DATE. – Bruce Bayne
12. Consider approving a contract for Professional Services Agreement between City of Middleton, Idaho and SAFEbuilt, LLC for Building Inspector Services. – Becky Crofts
13. Consider adopting Ordinance No. 640: Coburn Annexation: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO M-U (MIXED-USE), WITH A DEVELOPMENT AGREEMENT; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Jennica Reynolds, Deputy Clerk

Date: October 7, 2020, 11:00 a.m.

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

MIDDLETON CITY COUNCIL
SEPTEMBER 2, 2020

The Middleton City Council meeting on September 2, 2020 was called-to-order at 5:32 p.m. by Council President Kiser.

Roll Call: Council President Rob Kiser and Council Members Carrie Huggins, Jeff Garner and Tim O'Meara were present. Mayor Rule was Absent.

Pledge of Allegiance, Invocation: Craig Bennet

Discussion item

1. Early payoff of Bond Loan No. 92-01 – Wendy Miles

City Treasurer gave a brief update of the terms and amount of the bond loan and the options to pay it off early and save \$30,000. It was requested to bring this back to Council as an action item.

Action Items

- 1. Consent Agenda (items of routine administrative business)**
 - a. Consider approving minutes for Council's August 19, 2020 regular meeting.**
 - b. Consider ratifying August 28, 2020 payroll in the amount of \$ \$99,566.55 and accounts payable thru August 25, 2020 in the amount of \$215,665.62.**

Council President called the item. He gave a brief explanation of the account's payable registers.

Motion: Motion by Council President Kiser to approve consent agenda items a and b. Seconded by Council Member Garner. Approved unanimously

- 2. Appeal Hearing: Design Review Permit for Idahome RV Resort Building located at 0 Hartley Ln, Parcel # R34440017 Middleton, Idaho. – Chris Yorgason**

Council President called the item.

City Attorney Chris Yorgason gave an explanation of the appeal process. He stated that the City Council's role on a Design Review is not to rehear the Design Review Application. The role is to determine whether Planning and Zoning Commission had a reasonable basis for coming to the decision that they did, based on facts sufficient enough to support that decision. There are three options before Council. The first is to deny the appeal and the approval would stand as is, at which point the applicant could go to the court to through the legal appeal process. Second, if the Council decides the Planning and Zoning Commission did not decide appropriately, then instead of redoing the hearing in front of City Council they could remand it back to Planning and Zoning commission and have them rehear it with instruction it be done correctly. A third option is if there are certain conditions City Council does not feel are appropriate council could

cross those conditions off and approve it with the conditions the Council feels are appropriate at which time the applicant could also go through the appeals process.

At this point the applicant should have time to present the appeal after which the City Attorney comments in response to the appeal will be addressed. Chris noted that he wants to make sure the council knows his comments should not be taken as if he is right and they are wrong. The comments are part of the Cities position in regard to the appeal. Then the applicant will have the final comment and the City Council will open for a deliberation and decision. This is not a hearing that is open to public.

Council President Kiser called the applicant to the stand.

The Applicant: Jan Arrowsmith gave a presentation of the Appeal from Okamura 5. She stated that for the record the agenda item 4 on tonight's meeting does not apply to their project as it is after the fact and retroactive. She said that Okamura 5 consists of her parents, siblings and herself. She stated that treating this property as residential is arbitrary and no finding of fact. The property is taxed as commercial, and not residential. Instead of comparing their project to a residential neighborhood a better comparison would be to that of a hotel. Expert testimony from G7 CEO who owns 9 RV Resorts rated in the top 200 in the nation stated it is "hotel accommodation on wheels". RV's are licensed registered vehicles, not permanent residences. Their project has a 168 spaces and according to City code 1-3-1 the definition of a recreational vehicle park "an area for temporary placing of moveable vehicles designed and used for human occupation and housekeeping which involves land under single ownership with lots rented from the location of recreational vehicles and provisions of facilities and services to campers by management." This code also counts a recreational vehicle as a self-contained vehicle designed for human habitation with its own motor power and with a pass way for the body of the home to the drivers and front passenger seat. The Resort will have a pool, pickleball court, dog park and a walking path. She said as they go through the conditions of the Design Review, the Design Review contains several of conditions that are not within the Design Review guidelines or any other businesses that have had design reviews. She then introduced the Engineer, Will Mason to go over Condition E.

Project Engineer: Will Mason, Mason and Associates: Condition E is secondary access. Middleton code 5-4-10-2-H6 states "access for any use along section and quarter section line roads shall be limited by the city to maximize traffic efficiency." Emmett Rd and Hwy 44 are section line roads. The proposal is to provide a single, full open access on Hwy 44 and lockable emergency access on Emmett Rd. The fire department has agreed to a lockable access as their emergency access off Emmett Rd. If we do full open access there is an additional area of conflict with traffic on Emmett Rd and we have 9 additional areas of potential conflict on the private roads inside the park itself. Highway district standards do not allow private roads to connect to arterials, this also creates an issue for the Emmett Rd full open access. CR Engineering performed a Traffic Impact Study to evaluate the site for traffic generation. The traffic engineer analyzed the single access on Hwy 44 and determined that it will operate at a level C. when it is 100% occupied. The Cities level of service acceptance is a C or better. With that traffic impact study, he was asked to model it as 50% mobile homes and 50% RV's. by the City Engineer. Mobile homes generate a higher traffic use because they are a

larger living space. With his analysis he determined that during peak hours there would be 61 vehicles total either entering or exiting the park. Mr. Mason asked City Council to consider the secondary access increases the potential for outside traffic conflict both on Emmett Rd and inside of the project. And Middleton Fire has no problems with a lockable emergency access. ITD has reviewed the application and has requested a turn lane be put in. The City Council has previously approved at least 2 projects that they know of that exceed the 50 EDU count for required a secondary access. They request that the City Council consider that a single access contributes to the safety and traffic in this area, and a secondary, locked access on Emmett Rd.

The Applicant Jan Arrowsmith: Condition F: They are asking that the Traffic Study not be based on a Mobile home, but RV's. Condition C: They have yet to receive the proposed amount and have asked been requesting it since July. They believe that because Emmett Rd is not in City Limits, the City has no jurisdiction to collect fees for these funds. Condition G: Land use application Sept 17, 2019 accepted by Bruce Bayne that states proposed Development Agreement was not applicable. They are hooking into an already existing manhole and are paying to put in their own lift station for improvement of the line, and no additional improvements need to be done to the existing line. Condition H: Being C-3 commercial they have a Traffic Impact Fee to pay, this is a double tax of impact to extend additional fees and Emmett Rd is not in City Limits for the City to collect fees on. Condition I: There is a posted fee schedule, based on the current fee schedule the cost to hook up one water and one sewer pipe is \$259,080.00. They believe there are inconsistencies with other building permits and the fee schedules. Condition K: Middleton has an RV Park code. They believe that they should not have to pay the parks impact fee because they are not residential. Condition R: Is seen in Design Review process regarding the fencing. They do not agree with the fencing required by Planning and Zoning. 4 ft wrought iron on south side, 8 ft vinyl on the east and west side and a 6 ft privacy chain-link on the north side. This does not meet City code of continuity. They also drove around town and cannot find an 8 ft fence anywhere. They are proposing 6ft vinyl on south, east and west sides for privacy of the guests and those driving by. And a 6 ft privacy chain-link fence on the north side next to the canal. The color scheme should have continuity. Planning and Zoning changed the color scheme and it does not provide continuity. Condition B: is out of scope of Design Review. Condition D: is out of scope of Design Review. Condition L, M, N not currently fees required and also out of the scope of Design Review. They believe per the G7 testimony their RV park would bring in an additional estimated monthly revenue to City business of \$429,000.

Council President Kiser asked for staff comments. City Attorney, Chris Yorgason read his Response to the Appeal to the Council. He stated that some of the conditions that were listed as conditions of approval were probably not appropriate for the Design Review process. Under the City's design review code, the City looks at both the facilities/buildings architectural look, design of the building and also the code requires to look at the circulation pattern which brings traffic into play. Requirements that they pay impact fees are not really a design review issue, impact fees will be charged whether they are required, and if they are not required, they won't be. Impact fees will be applied when the building permit application is submitted based on the fee schedule with the coinciding fees. He said any impacts that developers are required to do, proportionate share or otherwise that are in the Traffic Impact Analyses, historically Middleton has

required them to make those improvements. If there is an overlap of impact fees, the City should not be double dipping and having them build something and taking the fee that basically builds the same project. In Chris's opinion because circulation is specifically included as a Design Review standard, it is something the City should consider. The way this was looked at based on TIS and vehicle trips per day, it appeared that the equivalent would be based on about 61 houses. The standard from City code states if there are more than 50 residences there must be a secondary access at some point. This is clearly zoned commercial and has a C-3 Zoning designation. As City Staff looked at this, the use seemed to be more residential. It is his understanding there are over 100 full time-long term spaces. Unlike other RV parks where guests are limited to no more than 14-30 days in their stay. An RV park where someone is staying for months, is less like a hotel and more like an apartment building with long-term stays/residential. That is why the City chose to look at this as more of a residential use. The residents will stay there, and the impact would be on Parks and other things that would be more residential in nature than commercial in nature. There was an agreement with Rule Steel that was tied to the annexation of the property that allows for some waiver of fees for that project. Other projects have had to pay the fees.

Planning and Zoning Official, Bruce Bayne said that the connection fees are based on the size of the water connection line. The applicant is asking for a 4-inch water service therefore they will be charged for a 4-inch water service and 4-inch sewer service, which is all in code.

City Attorney, Chris Yorgason said regarding the fence the City code requires any commercial zones that abut residential use or zones require a minimum 8 ft high perimeter landscape berm or landscape berm and fence.

Planning and Zoning Official, Bruce Bayne said that in commercial the Applicant or City can impose up to an 8 ft high fence. Design Review looked at this, the applicant asked for one thing and Design Review looked at it and they decided on these different heights of fences, all of them are appropriate and they all meet within the commercial zoning.

City Attorney said under state and City code the applicant can always request an individual assessment or request a credit if they think they have already paid enough for the impact fee and shouldn't have to pay.

City Administrator, Becky Crofts commented that the applicant did submit an application for an Individual Assessment on August 27, 2020. It is not being heard here tonight, it will follow the City Code which requires 15-day notice and then to be heard by a hearing officer. The City hasn't completed or done an individual assessment in the past, not under this administration. On the agenda tonight is also to consider appointing an Impact Fee Appeal Administrator and once that happens the appeal will be heard within 30 days according to City code.

Council President Kiser said the Impact fees will be addressed at a later time. He said looking at the secondary access. In the letter from Chief Victor Islas it states that he wants a secondary access. Council President Kiser's concern is that the secondary

access could potentially become a shortcut for traffic avoiding the intersection of Emmett and Hwy 44. Kiser and O'Meara agree that the secondary access could be a secure locked box that is available to Emergency Services.

Applicant Jan Arrowsmith: The secondary access creates issues with shelter in place. They have said nothing has been stated saying long-term.

Chris Yorgason asked if they are restricting use to 30 days or less?

Applicant Jan Arrowsmith: They will have a 30-day contract. There will be no long-term leases. The EDU's that are being used are from the IDAPA code, in reference to putting in a septic tank if an RV is to be hooked up to a septic tank. There is nothing else that states the EDU's should be used in that manner, that is a manner of the City Planner's opinion. The applicant had a study done by Mason and Associates, according to their study it cuts the EDU rate to 4:1 which takes it well below the 50 required for a secondary access. It is a private road, the police cannot police inside the park. There is a safety concern if there is not a locked access.

Council President Kiser said regarding the fencing the property is not abutting residential and higher the fence is, the faster it will come down when the wind blows. Council Member's Garner and O'Meara agreed. Council President Kiser said the connection fees are according to City Code.

Applicant said regarding the color scheme, it was not a condition of approval, but at the Planning and Zoning meeting Design Review Committee said they would not approve it unless they changed the stucco to an olive green, but they kept the trim as brown. This item was a hot topic but is not listed as one of the conditions of the findings of facts. However, the applicant does want to discuss it with Council.

City Administrator, Becky Crofts asked Planning and Zoning Official Bruce Bayne if it is within the scope of Planning and Zoning's authority to change a color? City Attorney, Chris Yorgason said that Design Review can comment on the colors, and colors are certainly part of the design review process.

Planning and Zoning Official, Bruce Bayne said the pro-rata share is handled like the traffic impact fee because they are hooking up to the new 30 inch Hartley Sewer and all projects that come into contact with that sewer will have to pay a pro-rata share.

City Administrator, Becky Crofts asked for clarification from the previous meeting at City Hall. She heard that there would be 51% of the spaces that would be rented month to month. So, when she hears month to month, she is considering that to be one month and then the guest can do another month and then another month. Versus one month and then the guest vacates. So, for the record is it month to month to month, month over month? Or is it month and vacate?

Applicant: The contract will be for 30 days, and it could possibly be renewed at the end of 30 days.

Council President Kiser clarified that approximately 50% of the spaces (84) could be renewed at the end of 30 days.

Motion: Motion by Council President Kiser to deny the Appeal with an exception that it goes back to Planning and Zoning regarding the secondary access, the fencing requirements, and to remove anything that doesn't have to do with Design Review: Impact fees, pro-rata shares or traffic improvement monies. Motion seconded by Council Member O'Meara.

Council Member Huggins commented that Design Review has been asked to keep Middleton attractive. And she wants to make sure that the City continue to adhere to the code. Council Member O'Meara asked if it goes back to Design Review and is approved. The applicant can still approach the City for fee reductions or fee waivers? Chris Yorgason said that a reduction of the 4-inch waterline would be a decision by City Council.

Motion Approved unanimously.

3. Consider adopting Ordinance 639 AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AMENDING TITLE 1, CHAPTER 15 OF THE MIDDLETON CITY CODE UPDATING DESIGN REVIEW STANDARDS AND PROCEDURES; AMENDING TITLE 1, CHAPTER 5 OF THE MIDDLETON CITY CODE, UPDATING CITY COUNCIL MEETING SCHEDULE; AND PROVIDING AN EFFECTIVE DATE

Council President Kiser called the item and read the Ordinance by title only and then explained this is the Ordinance for the changes that Council approved previously, Council now needs to adopt the Ordinance for those changes. Bruce Bayne stated that the item about the color of exposed plumbing on roof of buildings had been removed.

Motion: Motion by Council President Kiser to waive the three-reading rule. Seconded by Council Member Garner. Approved unanimously.

Motion: Motion by Council President Kiser to adopt Ordinance 639 after having read once by tile only. Motion seconded by Council Member Garner and approved unanimously by Roll Call Vote.

4. Public Hearing: Consider adopting Ordinance No. 633: An Ordinance of the City of Middleton, Canyon County, Idaho, amending Title 5 of the Middleton city code updating general provisions, modifying and updating land use, setback table, subdivision of land, road standards and recreational vehicle park requirements, making other minor modifications and providing an effective date.

Council President called the item and opened the public hearing at 7:02 p.m. Planning and Zoning Official Bruce Bayne went through the proposed changes/amendments in Title 5.

Council President Kiser opened the public portion comment at 7:13 p.m.

Paul Okamura: 1882 Horseshoe Canyon Dr.: He objects to item 4, Ordinance 633 because they couldn't get a copy of the changes prior to the meeting. He wants to go on record asking that this code change not be retroactive.

Bruce said this doesn't impact anything in the City currently.

Marty Okamura: 23123 Hartley Lane. He doesn't understand how RV parks are being viewed as residential, but then this new code is putting them in heavy industrial zoning?

Mike Okamura: 23190 Canyon Lane, Caldwell ID: Please keep in mind why people are coming to Middleton. Where does the Council regulation stop?

Stacy Bennett: 9809 Hayden Way: She wants to go on record that the changing of the zoning of the Recreational Vehicles, why are you changing it to M-2 if it is being used at residential with their application. Why isn't it being changed to residential? She thinks it is interesting that the zoning is being changed now and wants to know if it will be retroactive with their application.

Sandy Sinclair: 1871 Ridge Way: She thought changes had been made a year ago and doesn't understand what these new changes will do and what is the purpose of the changes of the M-2 zone.

Planning and Zoning Official Bruce Bayne said this is changing the zone, not the use. The uses are very different from the zone. The reason why the City is proposing these changes is that the City wishes to have the mini warehouse storage and Recreational Vehicles in the M-2 zones. We have several applicants coming in asking for this, and the City believes that is the best area for those applications to be done. We are creating a zoning in order to change the use.

Jan Arrowsmith: 12981 Okie Ridge, Caldwell Id: She objects because this was not released to the public for the public to come comment. It wasn't available for someone to see. She also asked with the traffic studies, who reviews and gets to deny them?

Planning and Zoning Official Bruce Bayne said the traffic studies are reviewed by the Planning and Zoning and by the City Engineer. There is typically a back and forth to with the traffic engineer that prepares it to make sure it meets the requirements. Once the back and forth is done it is approved by the City.

City Administrator Becky Crofts commented on the notice of the paper. These Title 5 codes were noticed in the paper according to state statute 15 days prior to being heard at the Planning and Zoning Commission meeting. Once they were heard at the Planning and Zoning meeting they were noticed for this meeting. Although the Ordinance 633 was not available today, it was still being drafted. The notes and conditions were forwarded to the applicant.

Council President Kiser closed the public comment portion at 7:30 p.m.

He opened the discussion for Council. He is questioning why they are changing the availability in the zoning from C2 or C-3 to M-2. Bruce said the difference between zoning and use. The purpose of this ordinance is to specify the uses that are allowed in the M-2 zone, which is further detailed in the revised Land Use Table 5-2-4-1. Chris Yorgason said in regard to the gravel extraction, a special use permit allows the City to

have a say as to what the site area looks like during and after the gravel extraction. And allows the City to put conditions on the use.

Becky Crofts asked for clarification. When the pro-rata shares and Traffic Impact Studies are paid, it said they were paid at final plat; what if an applicant does not have a final plat? Where are those fees assessed and when are they paid? Bruce said they are paid according to City code and received at final plat or final plat at 1st phase. Becky asked if that was a change that needs to be looked at? Chris said that needs to be looked at in code.

Council Member Huggins said she isn't feeling it is crucial to waive the 3-reading rule. She would like to look at it again. And Council President Kiser said he still doesn't like the mini warehouse storage and RV Park being in the one zone. That can be changed at the next meeting.

Motion: Motion by Council President Kiser to read Ordinance No. 633 by Title only for its first reading. Motion seconded by Council Member Huggins and approved unanimously.

President Kiser read: Ordinance 633: An Ordinance of the City of Middleton, Canyon County, Idaho, amending Title 5 of the Middleton city code updating general provisions, modifying and updating land use, setback table, subdivision of land, road standards and recreational vehicle park requirements, making other minor modifications and providing an effective date

Council President Kiser closed the public hearing at 7:42 p.m.

5. **Public Hearing:** A request by Neva Coburn to annex and zone into Middleton City limits approximately 15.28 acres and rezone from Canyon County Agriculture (AG) to City of Middleton Mixed Use (M-U) along with a Development Agreement, according to Middleton City Code 5-1-5. The property is addressed as 23624 Lansing Lane, Middleton, Idaho and commonly referred to as Canyon County Parcel R3383601.

Council President Kiser called the public hearing open at 7:43 p.m.

Planning and Zoning Official Bruce Bayne read the Administrative Staff Report and the Development agreement.

The applicant was not present and no one from the public chose to testify.

Council President Kiser closed the public hearing at 7:51 p.m.

Motion: Motion by Council President Kiser to approve a request by Neva Coburn to annex and zone into Middleton City limits approximately 15.28 acres and rezone from Canyon County Agriculture (AG) to City of Middleton Mixed Use (M-U) along with a Development Agreement, according to Middleton City Code 5-1-5. The property is addressed as 23624 Lansing Lane, Middleton, Idaho and commonly referred to as Canyon County Parcel R3383601.

Motion seconded by Council Member Huggins and approved unanimously.

Council President Kiser called a recess at 7:53 p.m. He resumed the meeting at 8:06 p.m.

6. Public Hearing: Middleton Rural Fire District

- a. Consider approving adoption of Resolution No. 451-20 : Adoption of the Middleton Rural Fire District Impact Fee Study and Capital Improvement Plan for the purpose of entering into an intergovernmental agreement with the Middleton Rural Fire District for the collection and expending of development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.
- b. Consider adopting Ordinance No. 634: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 18 TO TITLE 1 PROVIDING FOR MIDDLETON RURAL FIRE DISTRICT DEVELOPMENT IMPACT FEES
- c. Consider adopting development impact fees for Middleton Rural Fire District:
New Residential (per unit) \$849/per unit
New Non-Residential (per square foot) \$0.42/per square foot
- d. Consider approving Resolution No. 449-20: Intergovernmental agreement with the Middleton Rural Fire District for the collection and expending of development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.

Council President Kiser called the public hearing for agenda items 6a, and 6c open at 8:06 p.m.

City Attorney Chris Yorgason gave an explanation of the items, and the history of when they were presented to Planning and Zoning and then City Council. At the time the items were brought before Council, they were all lumped sum. City Staff wanted to clean each item up and do a separate Ordinance and Resolution for each item.

Bill Gigray: Attorney for Middleton Fire District 5700 E Franklin Rd, Nampa, ID: Regarding Capital Improvement Plan of the Middleton Rural Fire District. In December of 2019 Ordinance 626 was passed at City Council, but with the transition, the Ordinance was never published. The County has already approved and enacted the impact fees as of June 2020. This capital improvement plan includes all of the area in the Middleton Rural Fire District.

Council President Kiser closed the public hearing portion at 8:16 p.m.

Council Member Huggins asked that all items be adopted and passed at the meeting of the third reading of the Ordinances.

City Attorney Chris Yorgason said the only real difference between these ordinances and the original Ordinance 626 is that the new ones split out each impact fee separately and 626 had all three impact fees lumped together. Bill Gigray said he appreciates the separating of the ordinances. Originally, they were meant to be separate, but somehow got lumped together. It is a cleaner process when they are separate.

Motion: Motion by Council President Kiser to table Resolution 451-20 and the development of the impact fees for the New Residential and New Non-Residential pricing and Resolution No. 449-20: Intergovernmental agreement to the third reading of Ordinance 634. Tonight, is the first reading of Ordinance 634.

President Kiser said they will have the second reading at a special meeting, and the third reading will be on the next scheduled City Council meeting, September 16, 2020.

Motion seconded by Council Member Huggins. Approved unanimously.

Council President Kiser opened the public hearing for 6b: Ordinance 634 open at 8:29 p.m.

City Attorney Chris Yorgason explained this is the Ordinance 634 for the Impact fees for Middleton Rural Fire.

Council President Kiser closed the public hearing at 8:31 p.m.

Motion: Motion by Council President to read Ordinance 634 by title only for it's first reading. Motion seconded by Council Member Garner. Motion approved unanimously.

Council President Kiser read Ordinance 634: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 18 TO TITLE 1 PROVIDING FOR MIDDLETON RURAL FIRE DISTRICT DEVELOPMENT IMPACT FEES by title only.

7. **Public Hearing: The City of Caldwell Fire Department & Caldwell Rural Fire District Impact Fee**

- a. Consider approving Resolution No. 443-20: Adoption of the City of Caldwell Fire Department & Caldwell Rural Fire District Impact Fee Study and Capital Improvement Plans for the purpose of entering into an intergovernmental agreement with the Caldwell Rural Fire Protection District, City of Caldwell and Canyon County for the collection and expending of development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.
- b. Consider adopting Ordinance No. 635: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 19 TO TITLE 1 PROVIDING FOR CALDWELL RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES
- c. Consider adopting development impact fees for City of Caldwell Fire Department & Caldwell Rural Fire District:
 - New Residential (per unit) \$665/per unit
 - New Non-Residential (per square foot) \$0.33/per square foot
- d. Consider approving Resolution No.450-20: Intergovernmental Agreement with the Caldwell Rural Fire Protection District, City of Caldwell and Canyon County for the collection and expending of development impact fees for the Fire District's systems improvements as identified in the Capital Improvements Plan.

Council President Kiser called the public hearing open for agenda item 7 at 8:32 p.m.

Bill Gigray: Attorney for Caldwell Rural Fire District: 5700 E Franklin Rd, Nampa, ID: Ordinance 635 is the same as originally proposed that was presented in December 2019. The Capital Improvement Plan is a little different than Middleton Rural Fire District and the because Caldwell Rural Fire Protection District contracts with the City of Caldwell Fire Department to provide the fire protection and life preservation services, and therefore the CIP not only goes through the analysis, but also provides the use of those funds can be used for the acquisition of apparatuses and with the facilities that are the City of Caldwell. That is why the City of Caldwell is involved in the Intergovernmental Agreement as well. This is allowable under the development impact fee law. He explained how the funds will work, between the City of Caldwell Fire and Caldwell Rural Fire.

City Attorney Chris Yorgason said for the record the CIP for this was approved just like the other one and has been recommended by Middleton City Planning and Zoning to be adopted.

Planning and Zoning Official Bruce Bayne stated this is only for the area south of the Boise River, which is the dividing line and the reason the City has 2 fire districts in its jurisdiction.

City Administrator Becky Crofts asked Bill Gigray if this fee/plan has also been adopted by Canyon County?

Bill Gigray confirmed that yes that action to approve all ordinances, intergovernmental agreements and resolutions was taken at the same time in June 2020. This plan as with Middleton Rural has not changed since Council saw it in December 2019.

Council President Kiser closed the public hearing at 8:39 p.m.

Motion: Motion by Council President Kiser to table items 7a,c and d to the third reading of Ordinance No. 635. The third reading will occur September 16, 2020 at the regularly scheduled Council meeting. Motion seconded by Council Member Huggins. Approved Unanimously.

Motion: Motion by Council President Kiser to read Ordinance 635 by title only for its first reading. Motion seconded by Council Member Huggins. Motion approved unanimously.

Council President Kiser read Ordinance 635: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 19 TO TITLE 1 PROVIDING FOR CALDWELL RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES by title only for its first hearing.

8. Public Hearing Greater Middleton Parks and Recreation District Impact Fee

- a. Consider approving Resolution 444-20 City of Middleton/Canyon County Intergovernmental Agreement with and Joint Powers Agreement for the Development of Joint Plans for Capital Improvements and to Collect and Expend Development Impact Fees for Parks and Recreational Facilities System Improvements.

-
- b. Consider approving Resolution No. Adoption of the Middleton Parks and Recreation District Impact Fee Study and Capital Improvement Plan for the purpose of entering into an intergovernmental agreement with Canyon County for the collection and expending of development impact fees for System Improvements are for Parks and Recreational Facilities Capital Facilities within the Greater Middleton Area Recreation District as identified in the Capital Improvements Plan.
 - c. Consider adoption Ordinance No. 636: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 20 TO TITLE 1 PROVIDING FOR GREATER MIDDLETON AREA RECREATION DISTRICT PARKS AND RECREATIONAL FACILITIES DEVELOPMENT IMPACT FEES
 - d. Consider adopting development impact fees for Greater Middleton Parks and Recreation District:

New Residential (per unit) \$478/per unit
 - e. Consider approving Resolution No. 445-20 City of Middleton/Canyon County/Greater Middleton Area Recreation District Interagency Contract for Parks and Recreational Facilities Impact Fees Administrative Services

Council President Kiser called item 8 and asked Council Member O'Meara given his involvement with the Greater Middleton Parks and Recreation District if it is in the best interest for him (O'Meara) to recuse himself from this item? Council Member O'Meara said that he is also in a situation with the Middleton Rural Fire District where is an authority there as a Commissioner. He has stated in the past that he has no financial gain possible from the passing of these fees, they cannot directly impact his position or financing in any way. He doesn't see a problem voting on these items but will take recommendation from Council.

City Attorney, Chris Yorgason said he thinks it is an appropriate conversation to have, but also would like to indicate that in working with Mr. Gigray this week we are not ready for Item 8 tonight. We had everything drafted but have realized that while going through the documents closely there need to be revisions in the Intergovernmental Agreement and Ordinance, in order to clean up the language so it works correctly. The previous ones just adopted are collecting impact fees it is very clear that they get passed through the fire districts. Because Greater Middleton Parks and Rec District is not an authorized district under the state code to collect impact fees, the way this looks is these would actually be city impact fees. The city collects them, they go into a city trust account using the Parks and Rec District capital improvement plan and they would be expended based on that plan, in conversation with the district and how that will work. This is a very unique process, probably the first of its kind in Idaho. We need to make sure everything is correct and so need to table this indefinitely so that we can work on making sure the documents are in order and agreeable to the City, District and County as even the County has questions on how administratively this will work and what the logistics are before it is brought fully before City Council.

Council President Kiser asked Mr. Gigray to comment: Mr. Gigray said he agrees with the comments of the City Attorney. He is not aware of anything they will be discussing

that will affect the capital improvement plan in any way. The questions come with the Intergovernmental Agreement that is between the City and County, that is the authority to do it as it is an interagency service agreement with the Rec district to administer the ordinance and impact fee, and the capital improvement plan drives what the facilities would be that the impact fees will be used for. The City Attorney and Clerk want to have more finality with regards to the payout of the actual expenditure of the impact fees and how that works. Under the development impact fee law, it is driven by (in his opinion) the provisions that outline what the capital improvement plan and the elements it has to have in it which provides that when funds are going to be used for facilities that are not owned by the entity that has ordinance authority (in this case the City and the County) then there has to be an agreement entered into with regards to what those funds are going to be expended for and that agreement has to identify what the proportionality is for each entity that would fund whatever facilities the impact fee could be used for. That agreement/form must be crafted that details what that would look like procedurally. If the District were going to expend the fund that would require a development agreement put into place. When we originally proposed this, these two things were not addressed specifically because Bill wasn't sure exactly what the monies would be used for. He believes conversations need to be had between the auditors of the District, County and City to determine the logistics and ability to administer it. He thinks is legal. But there is not a lot of case law that shows how to put it together.

Motion: Motion by Council President Kiser to table items 8a, b, c, d and e to October 21, 2020. Seconded by Council Member Huggins.

Council Member Huggins said she would like something a little stronger from City staff and the City Attorney than "I think it's legal". City Administrator Becky Crofts said this is much more complex than dealing with the fire districts. The fire district process is very simple, we collect the fee, we keep a running history of the fee, who paid, when and then we send the district a quarterly update, and then write the district a check. The district then appropriates the funds according to their CIP. When we are looking at the GMPRD impact fee it is very different. The agreement is between the City and the County to collect and to create a plan. It becomes a City/County fee. Our ordinance, our fee. It is very different. The collection of that fee is not the problem. It is the administration of that fee along the way. For example, the City would collect the fee, holds the monies in a trust account. When the fee needs to be expended someone from GMPRD would approach the City and say, "please budget for this project for this project". The City would then budget the funds, the funds would be appropriated by Council, they would be spent by the City, tracked by the City and the County. It becomes difficult it is a shared project. The concern for her is that if this truly is a city fee, and it truly is appropriated by Council and it is spent by the City, who owns the asset? We need to work with auditors to understand if it is city budgeted funds and in the ordinance it states that it is city project, even if it is part of a CIP from another district, how does this really work, can it be done, should it be done? The collection is not a problem, it is when the funds get appropriated that it gets tricky.

City Attorney Chris Yorgason added that in state code it says that fire districts and other districts can contract with the city to collect fees. But they did not include park and rec districts for some reason. We use the phrase "we think it is legal" because this really is

unique and is the first time in the state of Idaho that he is aware of that it is being done. We believe we are following all the requirements in state code to set the process up to do it this way. There are a lot of logistical pieces we are trying to get sorted out because it is different than the fire district fees. The County has similar questions, and we have to be on the same page with the County because our agreement is with the County. We need to make sure that all three entities are on the same page as we move forward to minimize confusion as we go down the road.

Council President Kiser called for the motion vote to table the Item 8.

Council Members Kiser, Huggins and Garner-Ayes.

Council Member O'Meara – Nay

Motion passes.

- 9. Consider approving Resolution No. 452-20: A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, ADDING FEES, FOR MIDDLETON RURAL FIRE DISTRICT IMPACT FEE, CITY OF CALDWELL FIRE/CALDWELL RURAL FIRE DISTRICT IMPACT FEE, GREATER MIDDLETON PARKS AND RECREATION DISTRICT IMPACT FEE AND PROVIDING AN EFFECTIVE DATE**

Council President called this item

Motion: Motion by Council President Kiser to table Resolution 452-20 to September 16, 2020 meeting. Seconded by Council Member Garner. Approved unanimously.

- 10. Consider approving a State/Local Agreement (Construction) Project No. A020(430) Intersection North Middleton Road & Cornell Street Canyon County Key No. 20430 in an amount not to exceed \$ 34,920.00 and to approve Resolution 448-20 as part of the agreement. – Becky Crofts**

Council President Kiser called this item. City Administrator Becky Crofts said this is the State and Local Agreement that the City is required to sign for the locally funded project. This is the Cities 7.34% contribution to about a \$493,000 project. 93% of this is funded through local funds through Idaho Transportation Department or LTAC. This is the mini roundabout at the intersection of N. Middleton Rd and Cornell. This is a good test to see if this type of roundabout will work well for Middleton. It is funded through grant funds and is a good way to see what residents think about this type of intersection control.

Motion: Motion by Council President Kiser approve a State/Local Agreement (Construction) Project No. A020(430) Intersection North Middleton Road & Cornell Street Canyon County Key No. 20430 in an amount not to exceed \$ 34,920.00 and to approve Resolution 448-20 as part of the agreement. Motion seconded by Council Member Garner and approved unanimously.

11. Consider approving a License Agreement for South Cemetery Road between Canyon County Water Company and City of Middleton for the “Town Ditch aka Canyon Canal”. – Becky Crofts

Council President Kiser called the item. City Administrator Becky Crofts said this is the licensing agreement for different crossings that the City needs to sign this to move forward with the South Cemetery Road project. It has been reviewed by the City Attorney.

Motion: Motion by Council President Kiser to approve a License Agreement for South Cemetery Road between Canyon County Water Company and City of Middleton for the “Town Ditch aka Canyon Canal”. Motion seconded by Council Member Huggins and approved unanimously.

12. Consider approving a quote from Prime Construction & Asphalt for repaving City Hall parking lot in an amount not to exceed \$16,723.50 – Becky Crofts

Council President Kiser called the item. City Administrator Becky Crofts said this is to pave a portion of the parking lot to help with drainage problems and to allow residents to use the new dropbox location. This will come out of a budget surplus in the General Fund. City staff has started to fix the drainage issues by digging it out and fixing the grading. If Council approves, they will pave it, if not, they will lay gravel over the top.

Public Works Superintendent, Bruce Bayne said last year when they were looking at this, the entire project was going to be about \$60,000. This cost is significantly less.

Motion: Motion by Council President to approve a quote from Prime Construction & Asphalt for repaving City Hall parking lot in an amount not to exceed \$16,723.50. Motion seconded by Council Member O’Meara and approved unanimously.

13. Consider appointing ElJay Waite as City of Middleton Impact Fee Appeal Administrator. – Becky Crofts

Council President Kiser called the item. City Administrator Becky Crofts said that for appeals the code requires a hearing body and that City Council appoint a designee to fill that role. She and the Mayor have discussed the desire to have someone who can be neutral. El Jay Waite understands city finances, growth and development. They believe he is a good candidate for this.

Motion: Motion by Council President Kiser to appoint ElJay Waite as City of Middleton Impact Fee Appeal Administrator. Motion seconded by Council Member Garner, approved unanimously.

14. Consider approving Quality Materials Testing, Inc proposal for Gravel Source Investigation for Subbase, Base, Plant-mix and Cover Coat Aggregates, for mineral extraction in River Park in an amount not to exceed \$6,750.00 – Bruce Bayne

Council President Kiser called the item. Public Works Superintendent Bruce Bayne explained that the City has been approved by the State to do the water feature down in River Park, which by producing that water feature we will be extracting minerals out. In order to do the federally funded project of S. Cemetery Rd the source of minerals used have to be certified to meet federal standards. If we can use the gravel from the extraction it will greatly reduce the cost of the road projects the city has planned. We will be testing 20 pits.

Motion: Motion by Council President Kiser to approve Quality Materials Testing, Inc proposal for Gravel Source Investigation for Subbase, Base, Plant-mix and Cover Coat Aggregates, for mineral extraction in River Park in an amount not to exceed \$6,750.00. Motion seconded by Council Member O'Meara and approved unanimously.

15. Consider approving bid from Irvco Asphalt/Gravel for Sawtooth Lake Drive Crossing Project in an amount not to exceed \$775,178.00 – Bruce Bayne

Council President Kiser called the item. Public Works Superintendent Bruce Bayne explained the true number is \$765,863.36. There was a math error from the company that worked in City favor. This for the project at south end of Cemetery Rd to connect Sawtooth Lake Dr and come across the Mill Slough with two concrete box structures that will act as a bridge across that creek for about 150 ft. This will allow us to actually haul across the field over to the site and not have to drive on City streets. The City received 4 bids. Bruce said the City has never done business with this company but Irvco has supplied a full Bid Bond so that if they didn't finish the project, the City would have the funds to do finish the project ourselves.

Motion: Motion by Council President Kiser to approve bid from Irvco Asphalt/Gravel for Sawtooth Lake Drive Crossing Project in an amount not to exceed \$765,863.36. Motion seconded by Council Member O'Meara and approved unanimously.

Council President Kiser said he would open up for public comment before the Council went into executive session.

Public Comments, Mayor Comments, Council Comments:

Jim Taylor: There were 14 people who were in this meeting who claimed to be residents of the city. Most of them do not live in town, they are not citizens in town. There are 168 residential lots going in. He owns part of an RV park and his portion has made him money. The problems you will have on this is the same problems you will have with apartments; they will say they shouldn't have to pay connections and impact fees. Treat this like it is residential, it is not an RV park, it is a trailer park, people will live there all year long. They don't understand what goes into running the City because they don't live in town, and they don't care because they don't live in town. They are farmers trying to be developers. Stick to your guns. It is going to be an expense.

Mike Graeffe: He is a stickler on making exemptions and special use permits. Whatever you do, someone else will have to follow through and deal with your decisions. Idaho RV park said it is not long term residential, he doesn't think that is correct. He didn't have a problem with what was originally proposed. He thinks the Design Review Committee is a little too strict. Stick to

guns on ordinances and special use permits. Nail them down on the actual time they can stay as residences.

Council President Kiser said for the record the special meeting will be held Tuesday, September 8, 2020, to call in at 2:30 p.m. or in person at City Hall to handle the second readings.

**16. Executive Session pursuant to Idaho Code and possible decision(s) to follow:
74-206(1)(c) Land acquisition.**

Motion: Motion by Council President Kiser to move into Executive Session pursuant to Idaho Code and possible decision(s) to follow pursuant to 74-206(1)(c) Land acquisition. Motion seconded by Council Member Garner. Approved unanimously by roll call vote.

Off the record at 9:34 p.m.

Back on the record at 10:02 p.m.

Council President Kiser said the Executive Session was concluded. No decisions were reached at this time.

Adjourn: Council President Kiser adjourned the meeting at 10:03 p.m.

ATTEST:

Rob Kiser, City Council President

Jennica Reynolds, Deputy Clerk
Minutes Approved: October 7, 2020

**MIDDLETON CITY COUNCIL SPECIAL MEETING
SEPTEMBER 8, 2020**

The Middleton City Council Special meeting on September 8, 2020 was called-to-order at 2:32 p.m. by Mayor Steve Rule.

Roll Call: Council President Rob Kiser and Council member Tim O'Meara were present at 1103 W. Main Street, Council Members Carrie Huggins and Jeff Garner were present on conference call.

Action Items

1. Approve amended Agenda

Mayor advised council the agenda was amended to include a motion of the city's intent to exchange a portion of City owned property. This item was discussed in executive session at the September 2, 2020 meeting and needed a motion to move forward.

Motion: Motion by Council President Kiser to approve the amended agenda, Seconded by Council Member O'Meara. Approved unanimously.

2. 2nd Reading: Consider adopting Ordinance No. 633: An Ordinance of the City of Middleton, Canyon County, Idaho, amending Title 5 of the Middleton city code updating general provisions, modifying and updating land use, setback table, subdivision of land, road standards and recreational vehicle park requirements, making other minor modifications and providing an effective date.

Mayor Rule introduced the item and read Ordinance 633 by title. Bruce Bayne reviewed Ordinance 633 with council. Mr. Bayne noted the additional clarification for mini warehouse and recreational vehicles (RV) parks in M-2 Zone.

Motion: Motion by Council President Kiser to read Ordinance 633 by title only Seconded by Council Member Garner. Approved unanimously.

3. Middleton Rural Fire District: 2nd Reading: Consider adopting Ordinance No. 634: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 18 TO TITLE 1 PROVIDING FOR MIDDLETON RURAL FIRE DISTRICT DEVELOPMENT IMPACT FEES

Mayor Rule introduced the item and read Ordinance 634 by title, there was no discussion

Motion: Motion by Council President Kiser to read Ordinance 634 by title only Seconded by Council Member O'Meara. Approved unanimously.

-
4. **The City of Caldwell Fire Department & Caldwell Rural Fire District Impact Fee:**
2nd Reading: Consider adopting Ordinance No. 635: AN ORDINANCE AMENDING THE CITY OF MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER 19 TO TITLE 1 PROVIDING FOR CALDWELL RURAL FIRE PROTECTION DISTRICT DEVELOPMENT IMPACT FEES

Mayor Rule introduced the item and read Ordinance 635 by title, there was no discussion.

Motion: Motion by Council President Kiser to read Ordinance 634 by title only Seconded by Council Member O'Meara. Approved unanimously.

5. Consider approving bid from Irvco Asphalt/Gravel for Sawtooth Lake Drive Crossing Project in an amount not to exceed \$775,119.36 – Bruce Bayne

Bruce Bayne advised Council that due to a mathematical error this item needed to be brought before council again for reconsideration. Mayor Rule added that the incremental error was minimal, and the difference was not significant enough to re-bid.

Motion: Motion by Council President Kiser to approve bid from Irvco Asphalt/Gravel for Sawtooth Lake Drive Crossing Project in an amount not to exceed \$775,119.36 Seconded by Council Member O'Meara. Approved unanimously.

6. Consider motion to declare the city's intent to exchange a portion of City-owned property located at 0 Highway 44 Parcel R347370110 with property located at 322 E. 1st Street, Middleton Idaho.

Becky Crofts advised council that to move forward with the property exchange the city council needed to declare the city's intent to exchange property and properly notice it in the paper for a public hearing. Council advised that that they wanted the public hearing to be on a regularly scheduled meeting and directed Ms. Crofts to notice the public hearing for October 7, 2020.

Motion: Motion by Council President Kiser declaring the city's intent to exchange a portion of city-owned property located at 0 Highway 44 Parcel R3473470110 with property located at 322 E 1st Street, Middleton, Idaho and publish notice in the Idaho Press Tribune of a public hearing to consider the proposed exchange. Seconded by Council Member O'Meara. Approved unanimously.

Adjourn: Mayor Rule adjourned the meeting at 2:50 p.m.

ATTEST:

Steven J. Rule, Mayor

Jennica Reynolds, Deputy Clerk
Minutes Approved: October 7, 2020



CITY OF MIDDLETON
6 NORTH DEWEY AVENUE, MIDDLETON, ID 83644
208-585-3133, FAX: 208-585-9601
WWW.MIDDLETONIDAHO.US



Planning Department

Master Planning and Zoning Application

Rev: 3/10/2017

Date of acceptance: _____

Accepted by: JK

Fee paid: \$

1,000.00 - CR 12124

Property Owner:

Todd Campbell

Name

Phone

Email

toddcampbell@gmail.com

P.O. Box 140298

Address

Boise, ID

City, State

83714

Zip

Representative:

Jay Walker

Name

Phone

Email

jwalker@allterraconsulting.com

899 E State St., Ste. #104

Address

Eagle, ID

City, State

83614

Zip

Application Type:

- | | | |
|--|--|--|
| <input type="checkbox"/> Annexation and Zoning | <input type="checkbox"/> Rezone | <input type="checkbox"/> Development Agreement |
| <input type="checkbox"/> Preliminary Plat | <input checked="" type="checkbox"/> Final Plat | <input type="checkbox"/> Vacate Right-of-Way |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Variance | <input type="checkbox"/> Ordinance Amendment |
| <input type="checkbox"/> Comprehensive Plan Map or Text Amendment | <input type="checkbox"/> Design Review | <input type="checkbox"/> Waiver |
| <input type="checkbox"/> Amend or Terminate a Recorded Development Agreement | | |

Site Information:

Address: 23565 Hartley Ln. Middleton, ID, 83644

Crossroads: Hartley Ln, Willis Rd

Assessor's Tax Parcel No(s): R34443 00000

Total Acres: 8.46

Next to City limits? _____

Existing Zoning: R-3

Proposed Zoning: N/A

Floodplain Zone: None

Hillside (grades exceeding 10%): N/A

Todd Campbell

Property Owner's Printed Name

3-16-2020

Date

Property Owner's Signature

City Official Accepting Application

City of Middleton
PO Box 487
1103 W MAIN ST
Middleton ID 83644 208-585-3133

Receipt No: 1.237026 Aug 25, 2020

TODD CAMPBELL CONSTRUCTION

Previous Balance: .00
GENERAL FUND
ANNEXING, PLANNING & 1,000.00
ZONING/FINAL PLAT/
STONEHAVEN #3

Total: 1,000.00
=====

SunWest
Check No: 12124 1,000.00
Total Applied: 1,000.00

Change Tendered: .00
=====

Duplicate Copy
08/25/2020 9:59 AM

TRUSTOR

By: 

Name: Todd Campbell

Title: Manager, TBC Land Holdings LLC

Acknowledgment on following page.

STATE OF IDAHO)

County of Ada) ss.

On the 11 day of Oct. 2019, before me, the undersigned Notary Public, personally appeared Todd Campbell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.



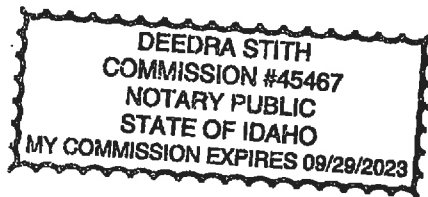
Notary Public for Idaho

Residing at _____

Commission Expires: _____

STATE OF Idaho)
) ss.
COUNTY OF Ada)

This record was acknowledged before me on October 11, 2019 by Todd Campbell as Manager of TBC Land Holdings LLC.




Signature of Notary Public
My Commission Expires: 9/29/23

2019-048919

RECORDED

10/11/2019 03:33 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=12 SDUPUIS

\$15.00

TYPE: DEED

FIRST AMERICAN TITLE INSURANCE

ELECTRONICALLY RECORDED

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

GRANT DEED

For the consideration of Ten Dollars (\$10.00), and other good and valuable consideration, Falkirk Holdings, LLC, an Idaho Limited Liability Corporation at PO Box 545, Middleton ID 83644 ("Grantor"), hereby GRANTS to TBC Land Holdings LLC, an Idaho Limited Liability Corporation at PO Box 140298, Boise, ID 83714 ("Grantee"), all right, title and interest in the following described real property ("Property") situated in Middleton, Idaho:

See Schedule I attached hereto and by this reference made a part hereof, for legal description.

Together with all of Grantor's right, title and interest in and to all streets, alleys and rights of ways adjacent thereto and all easements, rights and appurtenances thereto.

Subject to current taxes and assessments and those certain reservations, liens, encumbrances, covenants, conditions, restrictions, rights-of-way, liabilities, easements and other matters of record and any and all matters which would be disclosed by a survey or physical inspection of the Property and improvements thereon as of the date of this instrument.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

Grantee is purchasing the above-described premises "AS IS" "WHERE IS" subject to all defects, latent or patent.

Grantor hereby binds itself to warrant and defend the title against only the acts of Grantor and those claiming by or through Grantor and none other, subject to the matters above set forth.

DATED this 11th day of October 2019.

GRANTOR:

Falkirk Holdings, LLC
An Idaho Limited Liability Corporation

By: 
Paul Watson, Manager

STATE OF ID)
County of Ada) ss.

On this 11 day of Oct, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Watson, to me known to be the Manger of Falkirk Holdings, LLC, an Idaho Limited Liability Corporation (the **corporation**) that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said **corporation**, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

9/29/23



[Signature]

Notary Public in and for the

State of ID

Residing at 2094, ID



Date: October 10, 2019
Job No.:5619

**STONEHAVEN SUBDIVISION No.3
RESIDENTIAL LOTS BOUNDARY
DESCRIPTION**

The following Describes a Parcel of Land being a portion of the E 1/2 NW1/4 of Section 1, Township 4 North, Range 3 West, Boise Meridian, City of Middleton, Canyon County Idaho, and more particularly described as follows:

COMMENCING at a found Aluminum Cap stamped "PLS 8960" Marking the Center 1/4 Corner of said Section 1; From which, the Center-North 1/16th Corner of said Section 1 bears, North 01°12'21" East, 1318.63 feet which is being Monumented with a found 5/8" Iron Pin with Plastic Cap "PLS 3627"; Thence along the North-South Center of Section Line of said Section 1, North 01°12'21" East, 1215.50 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Platted Northeast Corner of Stonehaven Subdivision No. 1 as Filed for Record in Book 48 of Plats at Page 37, Records of Canyon County, Idaho, the **POINT OF BEGINNING**:

Thence leaving said North-South Center of Section Line and along the Northerly Boundary Line of said Stonehaven Subdivision No. 1, and its prolongation, North 89°36'01" West, 181.04 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Continuing, North 63°09'35" West, 55.45 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Continuing, North 89°36'01" West, 112.51 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Northwest Corner of Said Stonehaven Subdivision No. 1;

Thence Leaving said Northerly Boundary Line, and its prolongation, North 01°13'04" East, 545.06 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 89°36'01" West, 310.85 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 01°13'04" East, 110.01 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 35°26'14" East, 61.07 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

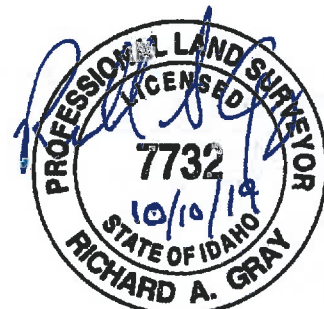
Thence, North 01°13'04" East, 116.17 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

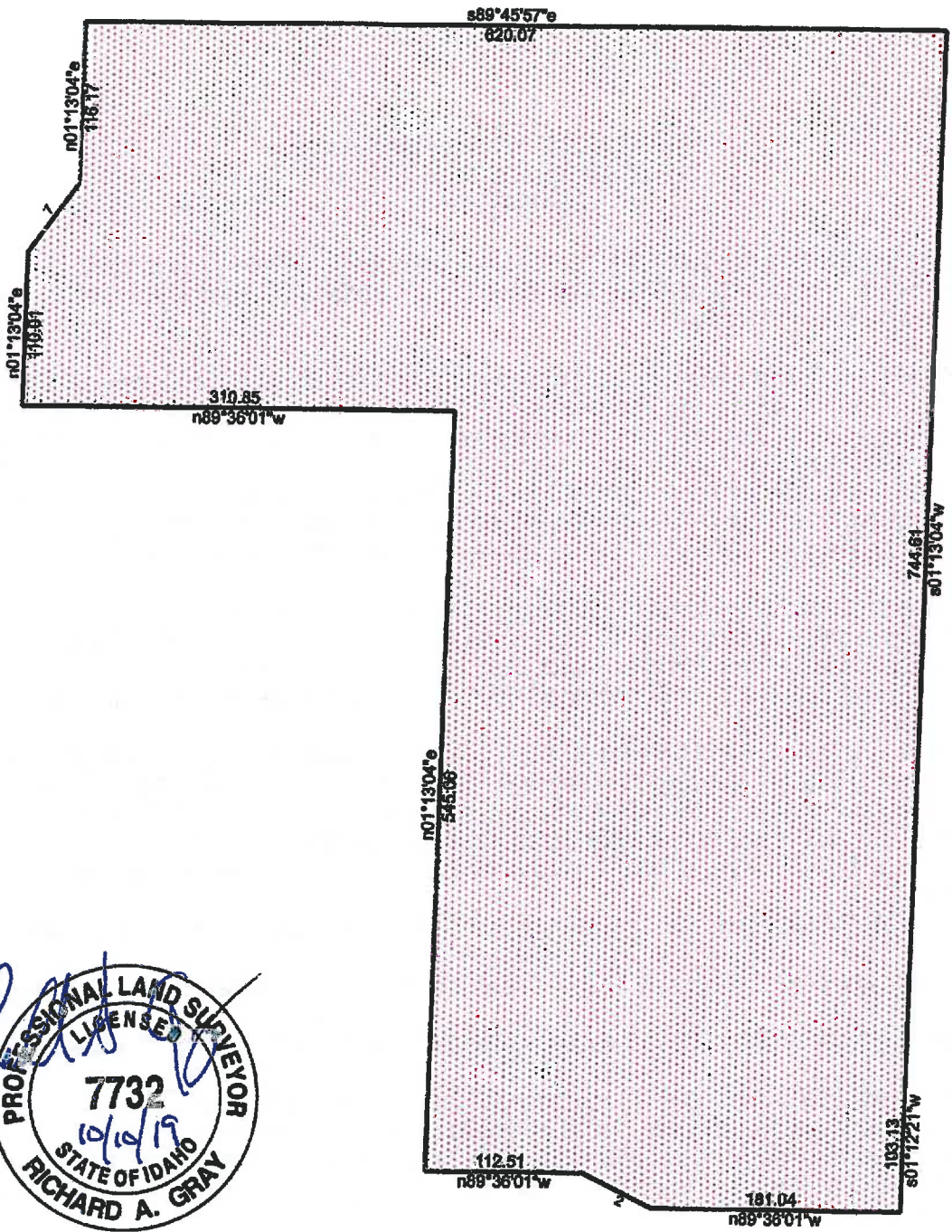
Thence, South 89°45'57" East, 620.07 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" on the said North-South Center of Section Line of said Section 1;

Thence along the said North-South Center of Section Line, South 01°13'04" West, 744.61 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 3627" marking the said North-Center 1/16 Corner of said Section 1;

Thence continuing, South 01°12'21" West, 103.13 feet to the **POINT OF BEGINNING**:

The above Described Parcel of Land contains 8.46 Acres, more or less.





5619 Residential Lots

10/10/2019

Scale: 1 inch= 120 feet | File:

Tract 1: 8.4651 Acres (368739 Sq. Feet), Closure: n44.3927w 0.01 ft. (1/262158), Perimeter=2960 ft.

- | | |
|---------------------|---------------------|
| 01 n89.3601w 181.04 | 10 s01.1304w 744.61 |
| 02 n63.0935w 55.45 | 11 s01.1221w 103.13 |
| 03 n89.3601w 112.51 | |
| 04 n01.1304e 545.06 | |
| 05 n89.3601w 310.85 | |
| 06 n01.1304e 110.01 | |
| 07 n35.2814e 61.07 | |
| 08 n01.1304e 116.17 | |
| 09 s89.4557e 620.07 | |



Date: October 11, 2019
Job No.: 5619

**STONEHAVEN SUBDIVISION No.3
EDZELL AVE. BOUNDARY
DESCRIPTION**

The following Describes a Parcel of Land being a portion of the E 1/2 NW1/4 of Section 1, Township 4 North, Range 3 West, Boise Meridian, City of Middleton, Canyon County Idaho, and more particularly described as follows:

COMMENCING at a found Brass Cap stamped with an illegible cap Marking the NE corner of said E 1/2 NW1/4, (North 1/4 Corner of said Section 1); From which, the West 1/16th Corner common to sections 36 of Township 5 North, Range 3 West and said Section 1 bears, N. 89° 45' 46" W., a distance of 1329.17 feet which is being Monumented with a found 5/8" Iron Pin with Plastic Cap stamped "Brownell PLS 8960";

Thence along the North boundary line of the E 1/2 NW1/4 of said Section 1, N. 89° 45' 46" W., a distance of 545.13 feet;

Thence leaving said North boundary line, S. 00° 14' 14" W., a distance of 50.00 feet to the POINT OF BEGINNING:

Thence continuing, S. 00° 14' 14" W., a distance of 228.87 feet;

Thence S. 43° 28' 42" E., a distance of 9.28 feet;

Thence S. 16° 09' 48" E., a distance of 13.17 feet to a point marking the beginning of a non-tangent curve left;

Thence a distance of 14.49 feet along the arc of said curve left, having a radius of 24.00 feet, a central angle of 35° 17' 51", the long chord of which bears S. 72° 06' 51" E., a distance of 14.55 feet to a point;

Thence tangent to said curve, S. 89° 45' 46" E., a distance of 9.18 feet;

Thence S. 00° 14' 14" W., a distance of 42.00 feet to a point marking the beginning of a non-tangent curve left;

Thence a distance of 21.60 feet along the arc of said curve left, having a radius of 24.00 feet, a central angle of 51° 34' 11", the long chord of which bears S. 64° 27' 08" W., a distance of 20.88 feet to a point;

Thence non tangent to said curve, S. 00° 21' 55" W., a distance of 13.17 feet;

Thence S. 27° 40' 49" W., a distance of 9.28 feet;

Thence S. 14° 45' 46" E., a distance of 141.22 feet to a point marking the beginning of a tangent curve right;

Thence a distance of 62.30 feet along the arc of said curve right, having a radius of 225.00 feet, a central angle of $15^{\circ} 51' 54''$, the long chord of which bears S. $06^{\circ} 49' 49''$ E., a distance of 62.10 feet to a point;

Thence non tangent to said curve, N. $89^{\circ} 45' 25''$ W., a distance of 50.01 feet to a point marking the beginning of a non-tangent curve left;

Thence a distance of 49.21 feet along the arc of said curve left, having a radius of 175.00 feet, a central angle of $16^{\circ} 06' 38''$, the long chord of which bears N. $06^{\circ} 42' 48''$ W., a distance of 49.05 feet to a point;

Thence tangent to said curve, N. $14^{\circ} 45' 46''$ W., a distance of 20.01 feet;

Thence N. $57^{\circ} 12' 21''$ W., a distance of 9.28 feet;

Thence N. $29^{\circ} 53' 28''$ W., a distance of 13.17 feet to a point marking the beginning of a non-tangent curve left;

Thence a distance of 15.32 feet along the arc of said curve left, having a radius of 24.00 feet, a central angle of $36^{\circ} 34' 11''$, the long chord of which bears N. $86^{\circ} 28' 41''$ W., a distance of 15.06 feet to a point;

Thence non tangent to said curve, N. $14^{\circ} 45' 46''$ W., a distance of 42.00 feet to a point marking the beginning of a non-tangent curve left;

Thence a distance of 15.32 feet along the arc of said curve left, having a radius of 24.00 feet, a central angle of $36^{\circ} 34' 11''$, the long chord of which bears N. $56^{\circ} 57' 08''$ E., a distance of 15.06 feet to a point;

Thence non tangent to said curve, N. $00^{\circ} 21' 55''$ E., a distance of 13.17 feet;

Thence N. $27^{\circ} 40' 49''$ E., a distance of 9.28 feet;

Thence N. $14^{\circ} 45' 46''$ W., a distance of 46.52 feet to a point marking the beginning of a tangent curve right;

Thence a distance of 58.90 feet along the arc of said curve right, having a radius of 225.00 feet, a central angle of $15^{\circ} 00' 00''$, the long chord of which bears N. $07^{\circ} 15' 46''$ W., a distance of 58.74 feet to a point;

Thence tangent to said curve, N. $00^{\circ} 14' 14''$ E., a distance of 69.18 feet;

Thence N. $42^{\circ} 12' 20''$ W., a distance of 9.28 feet;

Thence N. $14^{\circ} 53' 26''$ W., a distance of 13.17 feet to a point marking the beginning of a non-tangent curve left;

Thence a distance of 15.32 feet along the arc of said curve left, having a radius of 24.00 feet, a central angle of $36^{\circ} 34' 11''$, the long chord of which bears N. $71^{\circ} 28' 41''$ W., a distance of 15.06 feet to a point;

Thence non tangent to said curve, N. $00^{\circ} 14' 14''$ E., a distance of 42.00 feet to a point marking the beginning of a non-tangent curve left;

Thence a distance of 15.32 feet along the arc of said curve left, having a radius of 24.00 feet, a central angle of $36^{\circ} 34' 11''$, the long chord of which bears N. $71^{\circ} 57' 08''$ E., a distance of 15.06 feet to a point;

Thence non-tangent to said curve, N. $15^{\circ} 21' 56''$ E., a distance of 13.17 feet;

Thence N. $42^{\circ} 40' 50''$ E., a distance of 9.28 feet;

Thence N. $00^{\circ} 14' 14''$ E., a distance of 104.71 feet;

Thence parallel with the North boundary line of the E 1/2 NW1/4 of said Section 1, S. $89^{\circ} 45' 56''$ E., a distance of 50.00 feet to the POINT OF BEGINNING.

This parcel contains 0.71 acres more or less.





Date: October 11, 2019
Job No.: 5619

**STONEHAVEN SUBDIVISION No.3
WILLIS ROAD
DESCRIPTION**

The following Describes a 50.00 foot strip of Land for Willis Road right of way being a portion of the E 1/2 NW1/4 of Section 1, Township 4 North, Range 3 West, Boise Meridian, City of Middleton, Canyon County Idaho, and more particularly described as follows:

COMMENCING at a found Brass Cap stamped with an illegible cap Marking the NE corner of said E 1/2 NW1/4, (North 1/4 Corner of said Section 1); From which, the West 1/16th Corner common to sections 36 of Township 5 North, Range 3 West and said Section 1 bears, N. 89° 45' 46" W., a distance of 1329.17 feet which is being Monumented with a found 5/8" Iron Pin with Plastic Cap stamped "Brownell PLS 8960";

Thence along the North boundary line of the E 1/2 NW1/4 of said Section 1, N. 89° 45' 46" W., a distance of 519.13 feet to the POINT OF BEGINNING:

Thence leaving said North boundary line, S. 00° 14' 14" W., a distance of 50.00 feet to the south right of way of said Willis Road;

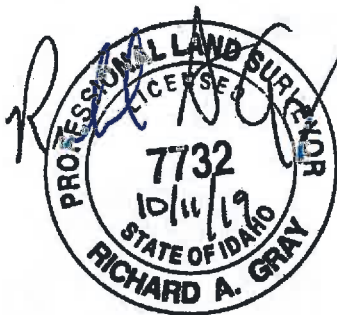
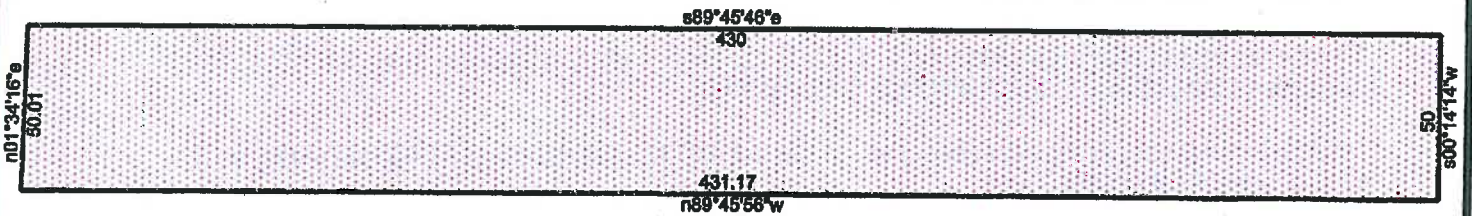
Thence along said south right of way, being parallel with and 50.00 feet south of the North boundary line of the E 1/2 NW1/4 of said Section 1, N. 89° 45' 56" W., a distance of 431.17 feet;

Thence N. 01° 34' 16" E., a distance of 50.01 feet to the North boundary line of the E 1/2 NW1/4 of said Section 1;

Thence along the North boundary line of the E 1/2 NW1/4 of said Section 1, S. 89° 45' 46" E., a distance of 430.00 feet to the POINT OF BEGINNING.

This parcel contains 0.49 acres more or less.





5619 Willis Road

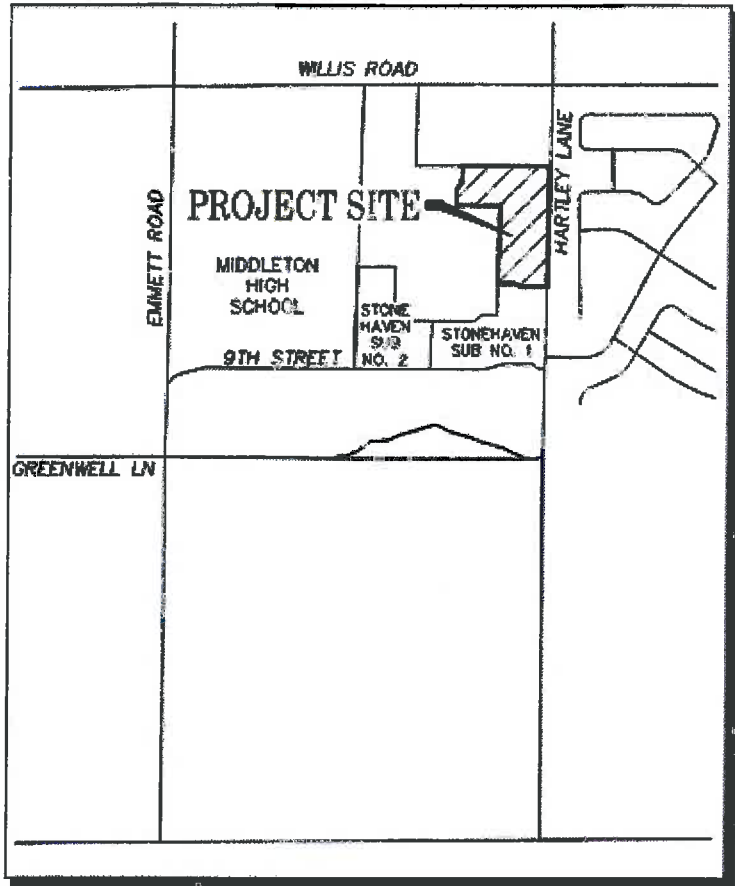
10/11/2019

Scale: 1 inch= 56 feet

File:

Tract 1: 0.4942 Acres (21528 Sq. Feet), Closure: n13.3918e 0.03 ft. (1/38229), Perimeter=961 ft.

- 01 s00.1414w 50
- 02 n89.4556w 431.17
- 03 n01.3416e 50.01
- 04 s89.4546e 430



PROJECT SITE

MIDDLETON
HIGH
SCHOOL

9TH STREET

STONE
HAVEN
SUB
NO. 2

STONEHAVEN
SUB NO. 1

WILLIS ROAD

EMMETT ROAD

HARTLEY LANE

GREENWELL LN



VICINITY MAP

1"= 1000'

SIGN-IN ATTENDANCE FORM

Stonehaven Subdivision – 12.5ac (mixed use commercial) & 73.5ac (residential)
Development

2nd - Rezoning & Platting NEIGHBORHOOD MEETING

March 6th, 2018

6:30 PM TO 7:30 PM

Name	Phone Number	Email Address	Neighboring Address
1 Christine Hayes	720 833 8957	hayes_b61@msn.com	244 W Meadow
2 Gerry Hayos	720 833 8949	Same as above	Creek Way
3 Ken Gregg	818-378-1989	Kenstergre@gmail.com	1771 Aliso Viejo
4 Cynthia Gregg	Same	Same	Same
5 EDUARDO MARTINEZ	208 585 2232	EMARTINEZ@cedoux.com	1509 BIG HORN COURT
6 Rob Cochens	208 571 4845	robcochens@gmail.com	
7 Sam & Darla Crocchi	310 350-2280	darlaer@cox.net	1004 Silver Springs
8 Brent Dutton	208-639-9531	bdutton@yahoo.com	1782 N Windsor Park Ct
9 Neil Washburn	720 757 8312	nawburn@gmail.com	378 Silver Springs Ct
10 Ben Meyer	208 863 4422	bmeyer34@gmail.com	1174 LA REATA WAY
11 EVE MEYER	208 863 4433	cmeyer.m@gmail.com	1174 LA REATA WAY
12 Garth Dixon	559 353 1127	garthdixon@gmail.com	MIDDLETONS
13 Angie Dixon	11	11	1108 White Horse Ridge
14 Jen Budge	702-413-8588	jenbudge@gmail.com	1301 White Horse Ridge Dr
15 Jay Walker			
16 Mundy Walker			
17			
18			
19			
20			
21			
22			
23			
24			

SIGN-IN ATTENDANCE FORM

Stonehaven Subdivision – 12.5ac (mixed use commercial) & 73.5ac (residential)
Development

2nd - Rezoning & Platting NEIGHBORHOOD MEETING

March 6th, 2018

6:30 PM TO 7:30 PM

Name	Phone Number	Email Address	Neighboring Address
1 Al Biech	425-268-6449		979 Garland Trail St.
2 Rynda Biech			
3 Deanna Early	249 7058		888 Heritage Dr.
4 John Early	629 6653	jf2ear14@earthlink.net	888 Heritage Dr
5 Brant Caldwell	270 570-1239		1563 Big Horn Ave
6 Eric Mayer	208-994-4067		1551 Heathstone Ave.
7 BRYAN FEELER		FEELER376 ^{MSN.COM}	1558 HEARTHSTONE AVE
8 Dehlia Baldes			1360 Big Horn
9 Joe Baldes			" "
10 Marie Baldes			1656 Spring Creek Ave
11 Eric Feiler	585 6419	SANDEE SINCLAIR ^{1371 Ridgeley} MSN.COM	middle
12 Carlene + John Thie	951-818-3694	oldtimedisney@aol.com	1978 Stallion Springs Way
13 Diane Cummings	503-581-5888	kokiboo4499@gmail.com	1909 STALLION SPRINGS
14 PATRICK LUMAYE	208 250 6402	PUMAYE@ATT.NET	1889 Ridge Way
15 Barbara Thie	208 585-6261	msgrace@outlook.com	1889 RIDGE WAY
16 MICHAEL GRAEFE	208-527-6227	bjmgraefe@outlook.com	1711 MUSTANG MESA
17 GEOFFREY CASE	208-899-2801	gkcase@yahoo.com	1257 Stallion Springs Way
18 Jon Yorgason	208-724-4350	jyorgason@gmail.com	
19			
20			
21			
22			
23			
24			



April 16, 2020

Steven Rule, Mayor (c/o Becky Crofts, Bruce Bayne)
Planning & Zoning Department
City of Middleton
1103 West Main Street
Middleton, Idaho 83644
bcrofts@middletoncity.com

Re: Stonehaven Subdivision #3 Narrative Letter – Final Plat/Subdivision Application

Mayor Rule,

We have appreciated meeting with you and staff over the past months and working with inspectors in the field as site improvements have been completed. Your continual help in the entitlement application process with the City of Middleton is also very much appreciated.

TCCH Inc., Todd Campbell as owner of approximately 8.46 acres located east of the Middleton High School and south and east of the church parcel along Hartley Lane, Middleton, Idaho 83644 are platting/subdividing their residentially R-3 zoned property into 27 buildable lots & 1 common lots as Tax ID # R34442011A0 which are part of R3444201100 and R3444200000, previously. We procured plat/subdivision application entitlement of Parcel Nos. R344420100, R3444200000, R344430000, R3444201100, R3444201400, R3444201300 & R3444201200, located in and around 23565 Hartley Lane in Middleton, Idaho back in March 2018 where we received City approval on preliminary plat and then subsequent design approval was received on 1/28/2020. The proposed plat and subdivided acreage meet city zoning and all code requirements creating additional, sellable lots. Recent applications have been made and development is occurring all around Stonehaven to similar single family uses as Middleton experiences growth.

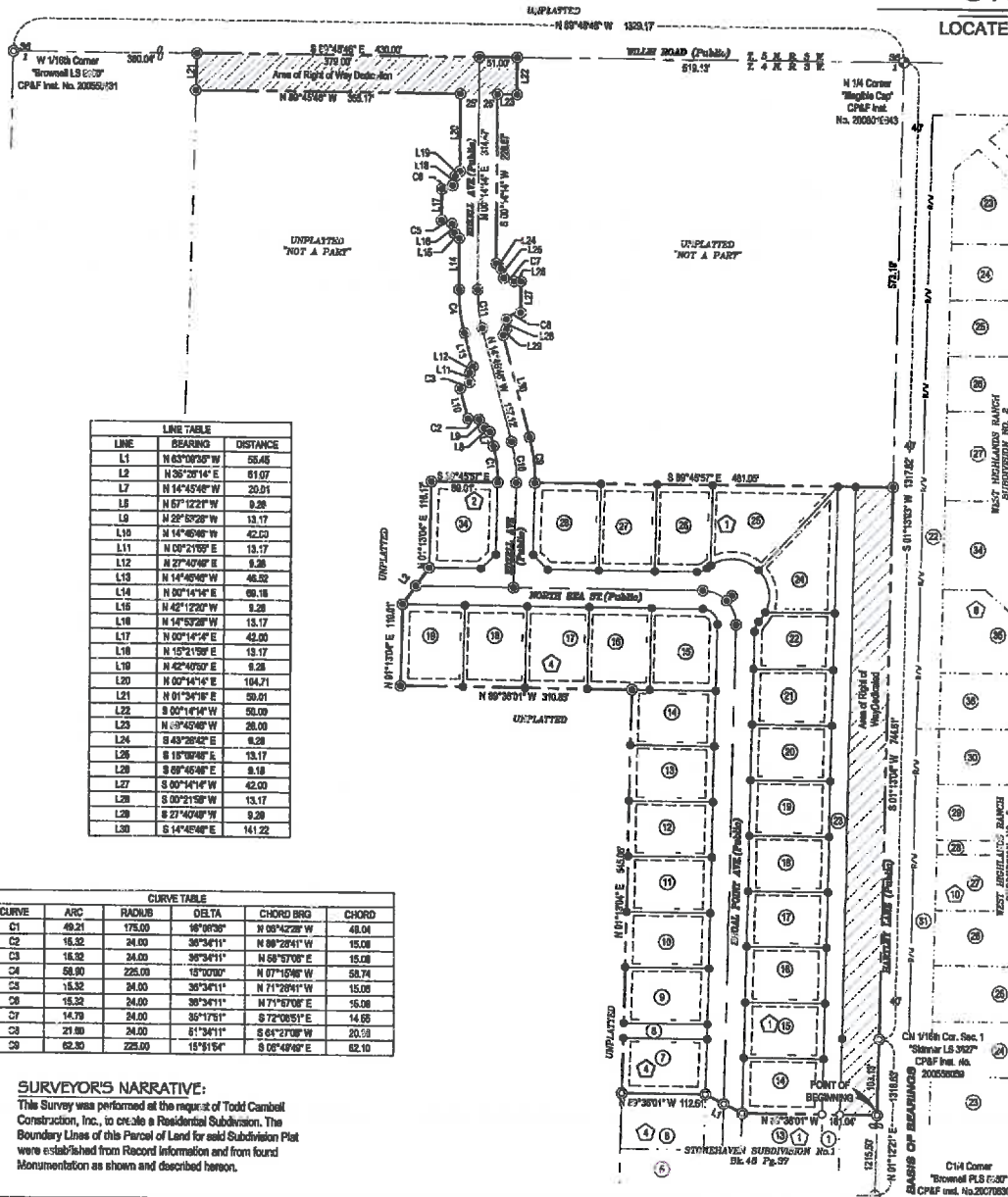
Entitlement needs with City of Middleton's Planning & Zoning and Engineering Review Staff include this Final Plat/Subdivision application. The lots will be served by designed and constructed connections to the existing W. 9th Street from Edinburgh Ave. It will also be served by connection to Willis Rd from Edzell Ave. Buildable lots now have access to all necessary utilities adhering to requirements and best management practices. Surface irrigation provides water from previous phases of the development feeding a designed and mostly constructed common pressure irrigation (PI) system complete with pump station. No local irrigation pipes and ditches exist on the property.

Agency requirements are fully met for your review and comment. It is noted that the requested location and plat process fits Middleton City's adopted Comprehensive Plan, Zoning Map and ordinance requirements. Also previously completed was the neighborhood meeting with proper notification which was held February 8 and March 6, 2018 prior to the submittal of the preliminary plat application. TCCH Inc., as well as their development team, are using best engineering, architectural, and construction practices in creating a subdivision that adds to the beauty of the City. Thank you again for your attention to this matter and review of our submitted application.

Jay Walker, Principal
AllTerra Consulting, LLC

FLAT OF STONEHAVEN SUBDIVISION No. 3

LOCATED IN THE E1/2 NW1/4 OF SECTION 1, T. 4 N., R. 3 W., B.M.,
CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2019



LINE	BEARING	DISTANCE
L1	N 63°00'30" W	55.45
L2	N 50°20'14" E	61.07
L3	N 14°45'40" W	20.01
L4	N 67°12'21" W	9.28
L5	N 28°57'28" W	13.17
L6	N 14°45'40" W	42.03
L7	N 00°21'09" E	13.17
L8	N 27°40'40" E	9.28
L9	N 14°45'40" W	46.52
L10	N 00°14'14" E	99.16
L11	N 42°12'20" W	9.28
L12	N 14°45'40" W	13.17
L13	N 00°14'14" E	42.03
L14	N 10°21'09" E	13.17
L15	N 42°40'40" E	9.28
L16	N 00°14'14" E	194.71
L17	N 01°36'18" E	59.01
L18	N 00°14'14" W	59.09
L19	N 10°45'40" W	26.03
L20	N 43°28'42" E	9.28
L21	S 18°00'40" E	13.17
L22	S 09°45'40" E	9.18
L23	S 00°14'14" W	42.03
L24	S 00°14'14" W	13.17
L25	S 27°40'40" W	9.28
L26	S 14°45'40" E	141.22

CURVE	ARC	RADIUS	DELTA	CHORD BEG	CHORD
C1	49.21	175.00	16°00'30"	N 00°42'28" W	48.04
C2	15.32	24.00	30°34'11"	N 88°28'41" W	15.08
C3	15.32	24.00	30°34'11"	N 88°57'08" E	15.08
C4	58.90	225.00	15°00'00"	N 07°15'48" W	58.74
C5	15.32	24.00	30°34'11"	N 71°28'41" W	15.08
C6	15.32	24.00	30°34'11"	N 71°28'08" E	15.08
C7	14.78	24.00	36°17'51"	S 72°08'51" E	14.66
C8	21.80	24.00	61°34'11"	S 61°27'08" W	20.53
C9	62.30	225.00	15°01'04"	S 08°48'48" E	62.10

SURVEYOR'S NARRATIVE:

This Survey was performed at the request of Todd Canbalt Construction, Inc., to create a Residential Subdivision. The Boundary Lines of this Parcel of Land for said Subdivision Plat were established from Record Information and from found Monumentation as shown and described herein.

BK _____ PG _____

- LEGEND**
- Found Brass Cap as Hand
 - Calculated Point
 - Found 5/8 inch dia. Iron Pin w/ Plastic Cap "Kramer PLS 6251" unless otherwise noted
 - Found 1/2 inch dia. Iron Pin w/ Plastic Cap "Kramer PLS 6251" unless otherwise noted
 - Found Aluminum Cap as Hand
 - Set 5/8 inch dia. x 24 inch Iron Pin w/ Plastic Cap "Kramer PLS 6251"
 - Set 1/2 inch dia. x 24 inch Iron Pin w/ Plastic Cap "Kramer PLS 6251"
 - Block Number
 - Lot Number
 - Boundary Line
 - Section Line
 - Lot Line
 - Parcel Lines of Record
 - Centerline
 - Easement Line
 - Right of Way Line
 - Area of Right of Way Dedicated

NOTES:

- The owner has provided irrigation water to each lot through a Pressure Irrigation System to be owned and maintained by the Stonehaven Subdivision Homeowners Association in compliance with Idaho Code Section 31-3805(1)(b). All Lots will be subject to Assessment from the Black Canyon Irrigation District.
- Building setbacks and Dimensional Standards in this Subdivision shall be in compliance with the City of Middleton Standards for the Applicable Zoning Ordinance in effect at the time of Building.
- Storm Water Facilities will be constructed per the City of Middleton Policy.
- No direct Lot Access to Hartley Lane will be Allowed.
- All Lots are hereby Designated as having a Permanent Easement for Public Utility, irrigation, Sewerage and Lot Drains over the Ten (10) feet adjacent to any Public Right of Way. This Easement shall not Preclude the Construction of Hard-Surfaced Driveways and Walkways to each Lot.
- Unless otherwise Shown and Dimensioned, all Lots are hereby Designated as having a Permanent Easement for Public Utility, Pressure Irrigation and Lot Drains over the Five (5) feet adjacent to any Interior Side Lot Line, and over the Ten (10) feet to any River Lot Line or Subdivision Boundary.
- Maintenance of any Irrigation or Drainage Pipe or Ditch Crossing any Lot is the responsibility of the Individual Lot Owner unless such responsibility is assumed by an Irrigation/Drainage Utility or the Homeowners Association.
- Lot 23, Block 1 and Lot 8, Block 4 are common lots to be owned and maintained by the Stonehaven Subdivision Homeowners Association, or its assigns and has a Shared Easement for Public Utility, Drainage and Irrigation.
- No Structures shall be Constructed or installed in an Easement and any Fence, Landscaping or Structures installed in an Easement may be Removed by the City of Middleton and Utility Companies and replaced at the Owner's Expense.
- This Development recognizes Section 22-4533 of the Idaho Code, Right to Farm Act, which states: No Agricultural Operation, Agricultural Facility or Expansion thereof shall be or become a Nuisance, Private or Public, by any changed conditions in or about the surrounding neighborhood or activities after it has been in Operation for more than one (1) year, when the Operation, Facility or Expansion was not a nuisance at the time it began or was constructed. The Provisions of this Section shall not apply when a nuisance results from the Improper or Negligent Operation of an Agricultural Operation, Agricultural Facility or Expansion thereof.



COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83851
Office: (208) 442-6116 Fax: (208) 327-2109
JN 5818 10/26/19

PLAT OF
STONEHAVEN SUBDIVISION No. 3

BK _____ PG _____

CERTIFICATE OF OWNERS

Know all men by these presents that Todd Campbell Construction, Inc., are the Owners of a Real Parcel of Land herein after described and that it is their intention to include said Real Property in this Subdivision Plat.

The following Describes a Parcel of Land being a portion of the E 1/2 NW 1/4 of Section 1, Township 4 North, Range 3 West, Boise Meridian, City of Middleton, Canyon County Idaho, and more particularly described as follows:

COMMENCING at a found Aluminum Cap stamped "PLS 8251" marking the Center 1/4 Corner of said Section 1; From which, the Center-North 1/4 1/4 Corner of said Section 1 bears, North 01°12'21" East, 1318.83 feet which is being Marked with a found 5/8" Iron Pin with Plastic Cap "PLS 8251"; Thence along the North-South Center of Section Line of said Section 1, North 01°12'21" East, 1216.00 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Platted Northeast Corner of Stonehaven Subdivision No. 1 as Filed for Record in Book 48 of Plats at Page 37, Records of Canyon County, Idaho, the POINT OF BEGINNING;

Thence leaving said North-South Center of Section Line and along the Northernly Boundary Line of said Stonehaven Subdivision No. 1, and its prolongation, North 89°38'01" West, 181.04 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Continuing, North 63°08'38" West, 55.45 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Continuing, North 89°38'01" West, 112.51 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Northwest Corner of said Stonehaven Subdivision No. 1;

Thence Leaving said Northernly Boundary Line, and its prolongation, North 31°13'04" East, 545.05 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 89°38'01" West, 310.85 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 31°13'04" East, 110.01 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 36°28'14" East, 61.07 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 01°13'04" East, 118.17 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 88°45'57" East, 88.01 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Northwestwesterly 48.21 feet along the arc of a Curve to the left having a Radius of 175.00 feet, a Central angle of 16°08'38" and a long chord which bears, North 08°42'28" West, 48.04 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 14°48'48" West, 20.01 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 57°12'21" West, 8.28 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 28°43'28" West, 13.17 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Northwestwesterly 15.32 feet along the arc of a Curve to the left having a radius of 24.00 feet, a Central angle of 38°34'11" and a long chord which bears, North 08°28'41" West, 15.08 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 14°48'48" West, 42.00 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Northwestwesterly 15.32 feet along the arc of a curve to the left having a radius of 24.00 feet, a Central angle of 38°34'11" and a long chord which bears, North 58°57'08" East, 15.08 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 00°21'58" East, 13.17 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 27°40'48" East, 8.28 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 14°48'48" West, 48.25 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Northwestwesterly 58.00 feet along the arc of a curve to the right having a radius of 225.00 feet, a Central angle of 15°50'54" and a long chord which bears, North 07°19'48" West, 58.74 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 00°14'14" East, 68.18 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 42°12'29" West, 8.28 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 14°53'28" West, 13.17 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Northwestwesterly 15.32 feet along the arc of a curve to the left having a radius of 24.00 feet, a Central angle of 38°34'11" and a long chord which bears, North 71°28'41" West, 15.08 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 00°14'14" East, 42.00 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Northwestwesterly 15.32 feet along the arc of a curve to the left having a radius of 24.00 feet, a Central angle of 38°34'11" and a long chord which bears, North 71°57'08" East, 15.08 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 15°21'58" East, 13.17 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 42°40'50" East, 8.28 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 00°14'14" East, 104.71 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence along a Line being 60.00 feet Southerly of and parallel with the Northernly Boundary Line of the NW 1/4 of said Section 1, North 89°45'48" West, 355.17 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence leaving said parallel Line, North 01°34'18" East, 50.01 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" being on the Northernly Boundary Line of the NW 1/4 of said Section 1;

Thence along said Northernly Boundary Line, South 89°45'48" East, 430.00 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence leaving said Northernly Boundary Line, South 00°14'14" West, 50.00 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence along a Line being 50.00 feet Southerly of and parallel with the Northernly Boundary Line of the NW 1/4 of said Section 1, North 89°45'48" West, 26.00 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 00°14'14" West, 228.87 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 43°28'42" East, 8.28 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 18°09'48" East, 13.17 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Southerly 14.79 feet along the arc of a curve to the left having a radius of 24.00 feet, a Central angle of 38°17'51" and a long chord which bears, South 72°08'51" East, 14.58 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 89°45'48" East, 9.18 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 00°14'14" West, 42.00 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Northwestwesterly 21.80 feet along the arc of a curve to the left having a radius of 24.00 feet, a Central angle of 38°34'11" and a long chord which bears, South 64°27'08" West, 20.63 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 00°21'58" East, 13.17 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 27°40'48" West, 8.28 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 14°48'48" East, 141.22 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Northwestwesterly 82.30 feet along the arc of a Curve to the right having a Radius of 225.00 feet, a Central angle of 15°51'54" and a long chord which bears, South 08°48'48" East, 82.10 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 89°45'57" East, 481.25 feet to a set 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" on the North-South Center of Section Line of said Section 1;

Thence along the said North-South Center of Section Line, South 01°13'04" West, 744.81 feet to a found 5/8" Iron Pin with Plastic Cap "PLS 8251" marking the said North-Center 1/4 Corner of said Section 1;

Thence continuing, South 01°12'21" West, 103.15 feet to the POINT OF BEGINNING;

The above Described Parcel of Land contains 0.87 Acres, more or less.

The Public Streets as shown on this Plat are Dedicated to the Public. The Public Utility and Drainage Easements are not Dedicated to the Public, but the right of Access to and use of Public Utility and Drainage Easements required to Service all Lots and Parcels within this Plat are Perpetually Reserved.

All Lots in this Subdivision will be Eligible to receive Water Service from the City of Middleton, and the City of Middleton has agreed to writing to serve all Lots within this Subdivision.

In witness whereof, we have here unto set our hands this _____ Day of _____, 2019.

Todd A. Campbell, President
Todd Campbell Construction, Inc.

Date

ACKNOWLEDGMENT
STATE OF IDAHO
COUNTY OF CANYON } ss

On this _____ day of _____, in the year 2019, before me, Todd A. Campbell, personally appeared, known or identified to me to be the President of Todd Campbell Construction, Inc., the Corporation that Executed the Instrument or the person who Executed the Instrument on behalf of said Corporation and acknowledged to me that said Corporation Executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Notary Public for _____
Residing at _____
Commission expires _____

CERTIFICATE OF SURVEYOR

I, Lawrence H. Koerner do hereby Certify that I am a Professional Land Surveyor Licensed by the State of Idaho, and that this Plat as Described in the Certificate of Owners and the attached Plat, was Drawn from an actual Survey made on the ground, made by me or under my direct supervision and accurately represents the points Platted herein, and is in Conformity with State of Idaho codes relating to Plats, Surveys and the Corner Perpetuation and filing act, Idaho Codes 55-1801 through 55-1812.

Lawrence H. Koerner
Lawrence H. Koerner



10/31/19
License No. 8251

COMPASS LAND SURVEYING, PLLC
623 11th Avenue South
Office: (208) 442-0115
JN 8219
Nampa, ID 83651
Fax: (208) 527-2106
10/28/19
SHEET 3 OF 4

PLAT OF
STONEHAVEN SUBDIVISION No. 3

BK _____ PG _____

APPROVAL OF CITY COUNCIL

I, the Undersigned, City Clerk in and for the City of Middleton, Canyon County, Idaho, do hereby certify that at a regular meeting of the City Council held on the _____ day of _____, in the year of 2018, this plat was duly accepted and approved.

City Clerk, Middleton, Idaho

Date

APPROVAL OF CITY ENGINEER

I, the Undersigned, City Engineer in and for the City of Middleton, Canyon County, Idaho do hereby approve this plat.

City Engineer

Date

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor, in and for Canyon County, Idaho, do hereby Certify that I have checked this Plat, and that it complies with the State of Idaho Code relating to Plats and Surveys.

SCANNED

Canyon County Surveyor

Date

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

County Treasurer

Date

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Middleton and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Water and sewer line have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

SCANNED

District Health Department, EHS

Date



COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-8115 Fax: (208) 327-2108
JN 5819 12/28/19

SHEET 4 OF 4

FINAL REPORT

July 26, 2020

**City of Middleton Police Department
Impact Fee Study and
Capital Improvement Plan**

Prepared By

Galena Consulting
Anne Wescott
1214 South Johnson
Boise, ID 83705



Section I.

Introduction

This report regarding impact fees for the Middleton Police Department is organized into the following sections:

- An overview of the report's background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions.

Background and Objectives

The Middleton Police Department hired Galena Consulting to calculate impact fees.

This document presents impact fees based on the Department's demographic data and infrastructure costs before credit adjustment; calculates the Department's monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act). The Idaho Code defines an impact fee as "... a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development."¹

Purpose of impact fees. The Impact Fee Act includes the legislative finding that "... an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho."²

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.³ Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;⁴
- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;⁵
- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;⁶
- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.⁷

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);⁸
- Identification of all existing public facilities;
- Determination of a standardized measure (or service unit) of consumption of public facilities;
- Identification of the current level of service that existing public facilities provide;
- Identification of the deficiencies in the existing public facilities;
- Forecast of residential and nonresidential growth;⁹
- Identification of the growth-related portion of the Department's Capital Improvement Plan;¹⁰
- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;¹¹
- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;¹²
- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;¹³ and
- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.¹⁴

How should fees be calculated? State law requires the City of Middleton to implement the Capital Improvement Plan methodology to calculate impact fees. The City can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the City to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.¹⁵ Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.

The governmental entity intending to adopt an impact fee must first prepare a capital improvements plan.¹⁷ Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a “proportionate share” of the cost of public facilities to serve that new growth. “Proportionate share” is defined as “. . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project.”¹⁹ Practically, this concept requires the Department to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are “earmarked” to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be “reasonable and fair.” Impact fees should take into account the following:

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;
- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
- That portion of general tax and other revenues allocated by the Department to growth-related system improvements; and
- All other available sources of funding such system improvements.²⁰

Through data analysis and interviews with the Department, Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2020 to 2030. This is consistent with the Impact Fee Act.²¹ Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is “a standard measure of consumption, use, generation or discharge attributable to an individual unit²² of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement.”²³ The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.²⁴
- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a “conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial.”²⁵ In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, the fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to “. . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years.”²⁶ The impact fee study team recommends a 10-year time period based on the Department’s best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.²⁷ Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.²⁸ The total cost of improvements over the 10 years is referred to as the “CIP Value” throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories.

The forward-looking 10-year CIP for the Department includes some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the Department to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the Middleton Police Department?** This includes the number of residents as well as residential and nonresidential land uses.
2. **What is the current level of service provided by the Middleton Police Department?** Since an important purpose of impact fees is to help the Department *achieve* its planned level of service²⁹, it is necessary to know the levels of service it is currently providing to the community.
3. **What current assets allow the Middleton Police Department to provide this level of service?** This provides a current inventory of assets used by the Department, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the Department's current assets.
4. **What is the current investment per residential and nonresidential land use?** In other words, how much of the Department's current assets' total value is needed to serve current residential households and nonresidential square feet?
5. **What future growth is expected in the City of Middleton?** How many new residential households and nonresidential square footage will the Department serve over the CIP period?
6. **What new infrastructure is required to serve future growth?** For example, how much station square footage will be needed by the Middleton Police Department within the next ten years to accommodate the number of officers necessary to achieve the planned level of service of the Department?³⁰
7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the Department. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the Department. In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

"GRUM" Analysis

In the Department, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the Department invests in capital projects, the study team conducted a “GRUM” analysis on all projects listed in each CIP:

- **Growth.** The “G” in GRUM stands for growth. To determine if a project is solely related to growth, we ask “Is this project designed to maintain the current level of service as growth occurs?” and “Would the Department still need this capital project if it weren’t growing at all?” “G” projects are only necessary to maintain the Department’s current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.
- **Repair & Replacement.** The “R” in GRUM stands for repair and replacement. We ask, “Is this project related only to fixing existing infrastructure?” and “Would the Department still need it if it weren’t growing at all?” “R” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.
- **Upgrade.** The “U” in GRUM stands for upgrade. We ask, “Would this project improve the Department’s current level of service?” and “Would the Department still do it even if it weren’t growing at all?” “U” projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.
- **Mixed.** The “M” in GRUM stands for mixed. It is reserved for capital projects that have some combination of G, R and U. “M” projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be “mixed,” with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The Department will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section III of this report.

¹ See Section 67-8203(9), Idaho Code. “System improvements” are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include fire, emergency medical and rescue facilities. See Sections 67-8203(3), (24) and (28), Idaho Code.

² See Section 67-8202, Idaho Code.

³ As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of “rough proportionality.” Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. See *Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. Department of Tigard*, 512 U.S. 374 (1994).

⁴ See Sections 67-8202(4) and 67-8203(29), Idaho Code.

⁵ See Section 67-8210(4), Idaho Code.

⁶

- ⁷ See Sections 67-8204(1) and 67-8207, Idaho Code.
- ⁸ See Section 67-8210(1), Idaho Code.
- ⁹ See Section 67-8205, Idaho Code.
- ¹⁰ See Section 67-8206(2), Idaho Code.
- ¹¹ See Section 67-8208, Idaho Code.
- ¹² See Section 67-8207, Idaho Code.
- ¹³ See Sections 67-8209 and 67-8210, Idaho Code.
- ¹⁴ See Section 67-8208, Idaho Code.
- ¹⁵ See Sections 67-8204 and 67-8206, Idaho Code.
- ¹⁶ As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the Department's current level of service by quantifying the Department's current investment in capital improvements, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.
- ¹⁷ See Section 67-8208, Idaho Code.
- ¹⁸ See Section 67-8203(23), Idaho Code.
- ¹⁹ See Section 67-8207, Idaho Code.
- ²⁰ The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. See Sections 67-8204(16), 67-8208(1)(f) and 67-8208(1)(g), Idaho Code.
- ²¹ See Section 67-8203(27), Idaho Code.
- ²² See Section 67-8203(27), Idaho Code.
- ²³ The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.
- ²⁴ See Section 67-8208(1)(e), Idaho Code.
- ²⁵ See Section 67-8208(1)(h).
- ²⁶ This assumes the planned levels of service do not exceed the current levels of service.
- ²⁷ The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. See Sections 67-8203(28) and 50-1703, Idaho Code.
- ²⁸ This assumes that the planned level of service does not exceed the current level of service.
- ²⁹ This assumes the planned level of service does not exceed the current level of service.

Section II. Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2020 through 2030 for the Department. These projections were based on the most recent growth estimates from COMPASS, data provided by the City of Middleton, regional real estate market reports, interviews with developers and recommendations from Department Staff and the Impact Fee Advisory Committee.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the Department's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The following Exhibit II-1 presents the current and estimated future population for the Department.

Exhibit II-1.
Current and Future Population – City of Middleton

	2020	2030	Net Increase	Percent Increase
Population	10,800	17,280	6,480	60%

Over the next ten years, demographic models indicate the City will grow by approximately 6,000 people, or at an annual growth rate of 6.0 percent. Based on this population, the following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the Department.

Exhibit II-2.
Current and Future Land Uses, Middleton Police Department

	2020	2030	Net Growth	Net Increase in Square Feet	Percent of Total Growth
Population	10,800	17,280	6,480		
Residential (in units)	3,600	5,760	2,160	4,320,000	84%
Commercial (in sf)	500,000	864,000	364,000	364,000	7%
Industrial (in sf)	217,800	653,400	435,600	435,600	9%
Total				5,119,600	100%

As shown above, the City of Middleton is expected to grow by approximately 2,160 residential units and almost 800,000 nonresidential square feet over the next ten years. Eighty-four percent of this growth is attributable to residential land uses, while the remaining sixteen percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the Department.

Section III.

Impact Fee Calculation

In this section, we calculate impact fees for the Middleton Police Department according to the seven -question method outlined in Section I of this report.

1. Who is currently served by the Middleton Police Department?

As shown in Exhibit II-2, the Department currently serves 3,600 residential units and approximately 717,800 square feet of nonresidential land use.

2. What is the current level of service provided by the Middleton Police Department?

The Middleton Police Department provides a level of service of .83 officers per 1,000 population. As the population of the Department grows, additional infrastructure and equipment will be needed to sustain this level of service.

3. What current assets allow the Middleton Police Department to provide this level of service?

The following Exhibit III-1 displays the current assets of the Middleton Police Department.

Exhibit III-1. Current Assets – Middleton Police Department

Type of Capital Asset	Square Footage	Replacement Value
Facilities		
Police Facility	3,559	\$ 1,067,700
Apparatus/Vehicles		
1 radar trailer		\$ 10,000
Equipment		
Officer Equipment, radios, communications		\$ 167,500
Total Assets		\$ 1,245,200
Plus Cost of Fee-Related Research		
Impact Fee Study		\$ 8,000
Grand Total		\$ 1,253,200

As shown above, the Department currently owns approximately \$1.3 million of eligible current assets. These assets are used to provide the Department's current level of service.

4. What is the current investment per residential unit and nonresidential square foot?

The Middleton Police Department has already invested \$317 per residential unit and \$0.16 per non-residential square foot in the capital necessary to provide the current level of service. This figure is derived by allocating the value of the Department's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. What future growth is expected in the City of Middleton?

As shown in Exhibit II-2, the City of Middleton is expected to grow by approximately 2,160 residential units and almost 800,000 square feet of nonresidential land use over the next ten years.

6. What new infrastructure is required to serve future growth?

The following Exhibit III-2 displays the capital improvements planned for purchase by the Middleton Police Department over the next ten years.

Exhibit III-2. Middleton Police Department CIP 2020 to 2029

Type of Capital Infrastructure	Square Feet	CIP Value	Growth Portion	Amount to Include in Fees	Amount from Other Sources
Facilities					
Station/Administration Space					
Relocate current 9 officers and 1 staff	3,559	\$ 1,067,700	0%	\$ -	\$ 1,067,700
Additional Space for Growth-Related 5 officers/2 staff	1,922	\$ 576,558	100%	\$ 576,558	\$ -
Firing Range Improvements		\$ 6,000	0%	\$ -	\$ 6,000
Vehicles					
Mobile Crime Lab/Evidence Equipment		\$ 117,200	50%	\$ 58,600	\$ 58,600
UTV for park patrol		\$ 20,000	50%	\$ 10,000	\$ 10,000
5 growth-related patrol vehicles		\$ 275,000	0%	\$ -	\$ 275,000
1 growth-related detective vehicle		\$ 35,000	0%	\$ -	\$ 35,000
Replace existing vehicles		\$ 478,000	0%	\$ -	\$ 478,000
Equipment					
Equipment for 5 growth-related officers		\$ 62,688	100%	\$ 62,688	\$ -
Backup Generator		\$ 20,000	50%	\$ 10,000	\$ 10,000
Training Equipment		\$ 61,500	50%	\$ 30,750	\$ 30,750
OPS Equipment		\$ 44,000	50%	\$ 22,000	\$ 22,000
Replace Existing officer equipment		\$ 112,838	0%	\$ -	\$ 112,838
Total Infrastructure		\$ 2,876,483		\$ 770,596	\$ 2,105,888
Plus Cost of Fee-Related Research					
Impact Fee Study		\$ 8,000	100%	\$ 8,000	\$ -
Grand Total		\$ 2,884,483		\$ 778,596	\$ 2,105,888

As shown above, the Department plans to purchase approximately \$2.8 million in capital improvements over the next ten years, approximately \$778,956 of which is impact fee eligible. The remaining \$2.1 million will need to be funded by other revenue sources.

In order to continue the current level of service over the next 10 years, the City will need to hire 5 additional officers and related staff to meet the current service level of .83 officers per 1,000. The Department envisions relocating the existing officers and staff to a larger station in the future, further expanded to accommodate the additional officers for growth. Total cost is estimated at \$1.6 million, \$576,558 of which is impact fee eligible. The remaining \$1 million will need to be funded by other revenue sources.

The Department anticipates it being necessary to purchase a mobile crime lab within the next 10 years to accommodate the increase in crime rate and need for up-to-date mobile resources for processing evidence, etc. In addition, the Department anticipated purchasing a utility task vehicle (UTV) for more effectively patrolling City parks. Anticipated growth in the City will contribute to the need for these service provision methods and as such, can be partially funded with impact fees.

The Department will need to acquire additional patrol and detective vehicles necessitated by growth, and replace existing vehicles according to industry standards. Although 6 of these vehicles are necessitated by growth, they do not stay in service for at least ten years as required by law. Therefore, the 6 additional vehicles and all replacements are not impact-fee eligible and will need to be funded by other revenues sources.

Approximately \$180,000 in officer, operational and training equipment is at least partially impact fee eligible.

7. What impact fee is required to pay for the new capital improvements?

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Middleton Police Department.

Exhibit III-3. DRAFT Impact Fee Calculation, Middleton Police Department

Amount to Include in Impact Fee Calculation		\$778,596
Percentage of Future Growth		
Residential		84%
Commercial		7%
Industrial		9%
Amount Attributable to Future Growth		
Residential	\$	656,991
Commercial	\$	55,358
Industrial	\$	66,247
Future Growth 2020-2030		
Residential (EDUs)		2,160
Commercial (square feet)		364,000
Industrial (square feet)		435,600
Impact Fee		
Residential (per EDU)	\$	304
Commercial (per square foot)	\$	0.15
Industrial (per square foot)	\$	0.15

As shown above, we have calculated impact fees for the Middleton Police Department at \$304 per EDU and \$0.15 per nonresidential square foot. In comparison, as indicated in question #4 above, property taxpayers within the City have already invested \$317 per residential unit and \$0.16 per nonresidential square foot in the capital inventory necessary to provide today's level of service.

The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.

Because not all the capital improvements listed in the CIP are 100 percent growth-related, the Department would assume the responsibility of paying for those capital improvements that are not attributable to new growth, which are estimated at \$2.4 million over the next ten years. \$381,350 of this amount will be required of the City, as it relates to the non-growth portion of improvements for which impact fees are being collected, including the firing range and a portion of additional vehicles and equipment. The remaining \$2 million, including the relocation of existing staff, and all replacement costs for existing vehicles and equipment is discretionary and based on available funding. The Department can choose not to fund these capital improvements. Payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

Section IV.

Fee Analysis and Administrative Recommendations

The combined impact fees being assessed by Caldwell, Nampa, Boise, Meridian, Eagle, Star, Kuna, Garden City, Wilder and Marsing, compared to the existing and proposed impact fees being assessed by the City of Middleton is provided in Exhibit IV-1. It should be noted that the City of Caldwell is the only jurisdiction in this comparison group that does not assess street fees, which makes the total amount for Caldwell non-comparable to the other jurisdictions.

Exhibit IV-1. Impact Fee Comparison - Police, Fire, Parks and Streets

	City of Middleton/ Middleton Fire District	City of Caldwell/ Caldwell Fire District	City of Nampa/ Nampa Fire District	City of Boise	City of Meridian/ Meridian Fire District	City of Eagle/ Eagle Fire District	City of Star/ Star Fire District	City of Kuna/ Kuna Fire District
Police								
per Residential Unit	\$ 304	\$ 97	\$ 359	\$ 289	\$ 152	\$ 111	\$ -	\$ 90
per Non-Residential sf	\$ 0.15	\$ 0.05	\$ 0.21	\$ 0.16	\$ 0.24	\$ 0.04	\$ -	\$ 0.04
	draft							
Fire								
per Residential Unit	\$ 849	\$ 649	\$ 560	\$ 619	\$ 693	\$ 897	\$ 829	\$ 824
per Non-Residential sf	\$ 0.42	\$ 0.32	\$ 0.28	\$ 0.21	\$ 0.64	\$ 0.36	\$ 0.39	\$ 0.41
Parks								
per residential unit	\$ 1,726	\$ 1,190	\$ 1,699	\$ 1,723	\$ 2,098	\$ 1,446	\$ 2,050	\$ 983
Streets								
per single-family residential unit	\$ 2,572	exacted	\$ 2,841	\$ 2,904	\$ 2,904	\$ 2,904	\$ 2,904	\$ 2,904
per multi-family residential unit	\$ 2,572	exacted	\$ 1,648	\$ 1,683	\$ 1,683	\$ 1,683	\$ 1,683	\$ 1,683
per retail/commercial sf	\$ 2.32	exacted	\$ 6.85	\$ 7.87	\$ 7.87	\$ 7.87	\$ 7.87	\$ 7.87
per office sf	\$ 2.32	exacted	\$ 4.24	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23	\$ 4.23
per industrial sf	\$ 0.09	exacted	\$ 1.52	\$ 1.58	\$ 1.58	\$ 1.58	\$ 1.58	\$ 1.58
TOTAL								
per single-family residential unit	\$ 5,451	\$ 1,936	\$ 5,459	\$ 5,535	\$ 5,847	\$ 5,358	\$ 5,783	\$ 4,801
per multi-family residential unit	\$ 5,451	\$ 1,936	\$ 4,266	\$ 4,314	\$ 4,626	\$ 4,137	\$ 4,562	\$ 3,580
per retail/commercial sf	\$ 2.89	\$ 0.37	\$ 7.34	\$ 8.24	\$ 8.75	\$ 8.27	\$ 8.26	\$ 8.32
per office sf	\$ 2.89	\$ 0.37	\$ 4.73	\$ 4.60	\$ 5.11	\$ 4.63	\$ 4.62	\$ 4.68
per industrial sf	\$ 0.66	\$ 0.37	\$ 2.01	\$ 1.95	\$ 2.46	\$ 1.98	\$ 1.97	\$ 2.03

Middleton is unique in that while it is anticipating significant growth in the past ten years, the total number of units of new development is proportionately smaller than that anticipated for the comparison cities, and a smaller share of the need is coming from non-residential development. Meanwhile, the costs of growth-related capital remain constant among all jurisdictions.

Some communities express concern that impact fees will stifle growth. Empirical data indicates this is not the case. Factors including the price of land and construction, market demand, the availability of skilled workers, access to major transportation modes, amenities for quality of life, etc. all weigh more heavily in decisions to construct new homes or businesses, as well for business relocation. Ultimately the impact fee, which is paid at the time of building permit, is passed along to the buyer in the purchase price or wrapped into a lease rate. Therefore, in a market with a high demand for development, an impact fee higher than other jurisdictions is unlikely to slow growth.

On the positive side, an impact fee program will enable the Department to plan for growth without decreasing its service levels which can decrease buyer satisfaction. It will also allow the Department to collect a proportionate share of the cost of capital improvements from growth instead of funding all future capital through property taxes assessed to existing residents and businesses.

Implementation Recommendations

The following implementation recommendations should be considered:

Capital Improvements Plan. The City should formally adopt this Capital Improvement Plan subject to the procedures of the Local Land Use Planning Act (LLUPA).

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, the City should review the proposed Impact Fee Ordinance for adoption via resolution as reviewed and recommended by the Advisory Committee and legal counsel.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise City and Department staff to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the Department assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they are paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the Department receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the Department's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the Department will either credit the donor or reimburse the donor for that portion of the impact fee.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.³⁷ This prevents "double dipping" by the Department.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the Department aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.³⁸

Impact fee accounting. The Department should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The Department should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure

not necessitated by growth. In cases when *growth-related capital improvements are constructed*, impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected *to partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The Department is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the Department invests in additional infrastructure beyond what is listed in this report, and/or as the Department's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

³⁷ See Section 67-8209(3), Idaho Code.

³⁸ See Section 67-8209(4), Idaho Code



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



Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ 575.00 Rec 3.104875

Application Accepted by: TB/JR

Date Application Accepted: 8-13-20

Applicant:

Joan Endicott 208 697-8572 bendicott40@gmail.com
Name Phone Email
414 Boise St. Middleton Id 83644
Mailing Address City, State Zip

Representative:

Brett Endicott 208 697-8572 bendicott40@gmail.com
Name Phone Email
4250 Burman Rd Marsing Id 83639
Mailing Address City, State Zip Code

PUBLIC HEARINGS**

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

PUBLIC MEETINGS*

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

PUBLIC HEARINGS**

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

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

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

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

Subdivision or Project Name: Re zone

Site Address: 414 Boise St Total Acres: 1.16

Crossroads: Middleton Rd S King Ave

Existing Zoning: Res Proposed Zoning: Mix use

Floodplain Zone: _____ Hillside (grades exceeding 10%): None

Brett Endicott Aug 13 2020 Brett Endicott
Applicant's Printed Name Date Applicant's Signature



CITY OF MIDDLETON

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

Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ _____

Application Accepted by: _____

Date Application Accepted: _____

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

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

Applicable Not Applicable

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

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

STREET

R18507

R18506

R18505

R18504

R18503

R18502

R18501

MIDDLETON MARKET PLACE SUBDIVISIO

R18499100

EXHIBIT "A"

R18502:

That part of Lots 3 and 4 of PAYNE'S SUBDIVISION OF Lot 1 of Section 7 Township 4 North Range 2 West of the Boise Meridian, according to the official Plat of said Subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho; described as follows:

BEGINNING at a point 104.8 feet East of the northwest corner of said Lot 4 and run thence East on the North boundary lines of said Lots 4 and 3 a distance of 100 feet; thence at right angles South a distance of 154 feet; thence West on a line parallel with the said North boundary lines a distance of 100 feet; thence North 154 feet to the point of beginning;

EXHIBIT "A"

R18503:

COMMENCING at the Northwest corner of Lot 4 of PAYNE'S SUBDIVISION of Lot 1 of Section 7 Township 4 North, Range 2 West of the Boise Meridian according to the official plat of said Subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho; thence running East along the North boundary line of said Lot 4, a distance of 54.8 feet to the REAL POINT OF BEGINNING:

Thence running East along the said North boundary line a distance of 50 feet; thence running South on a line parallel with the West boundary line of said Lot 4, a distance of 154 feet; thence at right angles running West a distance of 50 feet; thence running North 154 feet to the real point of beginning.

EXHIBIT "A"

R18504:

COMMENCING at the Northwest corner of Lot 4 of PAYNE's SUBDIVISION of Lot 1 of Section 7 Township 4 North Range 2 West of the Boise Meridian, according to the official Plat of said subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho, thence running East along the North boundary line of said Lot 4, a distance of 4.8 feet TO THE REAL POINT OF BEGINNING

thence running East along the North boundary line of said Lot 4, a distance of 50 feet; thence running South on a line parallel with the West boundary line of said Lot 4, a distance of 154 feet; thence at right angles running West a distance of 50 feet; thence running North 154 feet to the real point of beginning;

EXHIBIT "A"

R18505:

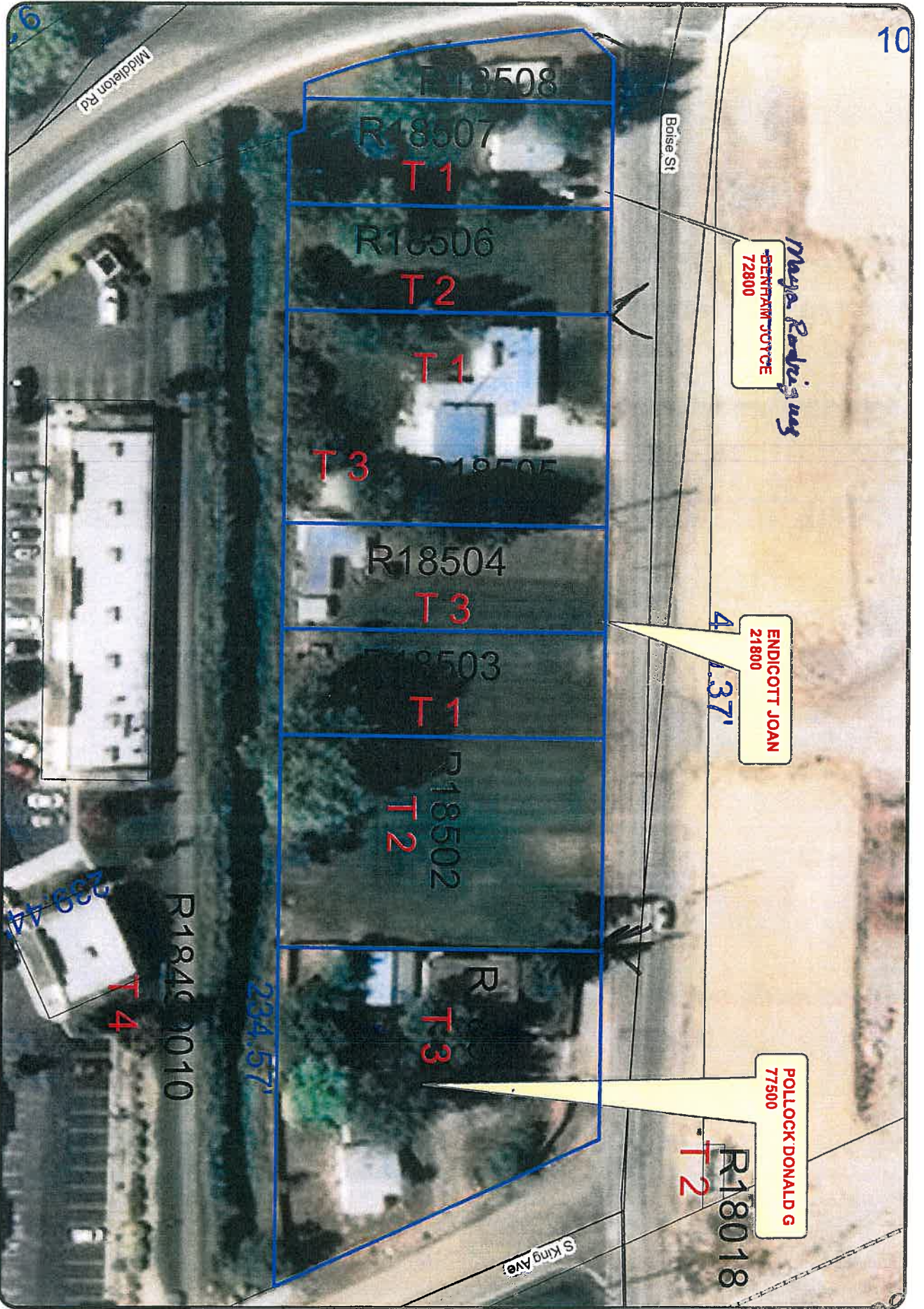
COMMENCING at the Northwest corner of Lot 5 of PAYNE'S SUBDIVISION of Lot 1 of Section 7 Township 4 North, Range 2 West of the Boise Meridian according to the official Plat of said Subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho; thence running East along the North boundary line of said Lot 5, a distance of 102.4 feet to the REAL POINT OF BEGINNING.

Thence running East along said North boundary line of Lots 5 and 4 of said Subdivision, a distance of 50 feet; thence running South on a line parallel with the West boundary line of said Lot 5, a distance of 154 feet; thence at right angles running West a distance of 50 feet; thence running North 154 feet to the real point of beginning.

Together with:

Commencing at the Northwest corner of Lot 5 of PAYNE'S SUBDIVISION of Lot 1 of Section 7 Township 4 North, Range 2 West of the Boise Meridian according to the official Plat of said Subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho; thence running East along the North boundary line of said Lot 5 a distance of 52.4 feet to the REAL POINT OF BEGINNING:

Thence running East along said North boundary line a distance of 50 feet; thence running South on a line parallel with the West boundary line of said Lot 5 a distance of 154 feet; thence at right angles running West, a distance of 50 feet; thence running North 154 feet to the real point of beginning.



This Map and data displayed is a graphic representation derived from the Canyon County Geographic Information System (GIS) data. It was designed and created for staff use only.

It is not guaranteed to be accurate.

This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to hold it with this information. Canyon County and

Sage, Inc. do not warrant, or are not liable for errors or omissions resulting from the use of this product for any purpose.

SPS
Sage Farm Services
www.sps.com

PTC Pioneer Title Co.
Pioneer Title Co.

Request for Rezone

The request to rezone the property at 414 Boise St. from R-3 (single family residential) to M-U (mixed use) is completely consistent with the surrounding properties. A vast majority of the surrounding properties are commercial. Members of the Planning and Zoning office have expressed the desire for us to rezone! There was zero negative feedback from the neighborhood meeting. The rezone will allow builders and developers to have options that will fit the current development the city is seeking!

2018-035323	
RECORDED	
08/09/2018 03:31 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=4 EHOWELL	\$15.00
TYPE: DEED	
KERRICK LAW	
ELECTRONICALLY RECORDED	

DEED OF DISTRIBUTION

THIS INDENTURE, made on this 9 day of August, 2018, by and between DONALD BRETT ENDICOTT, the duly appointed, qualified, and acting Personal Representative of the Estate of **DONALD L. ENDICOTT**, deceased, the party of the first part, and **JOAN ENDICOTT**, an unmarried woman, of 60994 Map Rock Road, Caldwell, Idaho 83607, the party of the second part;

WITNESSETH:

WHEREAS, the party of the first part herein is now the duly appointed, qualified, and acting Personal Representative of the Estate of **DONALD L. ENDICOTT**, deceased, which estate is being probated in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon, Magistrate Division, Caldwell Section, Case Number CV14-18-06273; and the Letters Testamentary having been recorded in the records of Canyon County, Idaho, on August 7, 2018 as Instrument No: 2018-034931; and

WHEREAS, the party of the second part is entitled to distribution of the estate's interest in the hereinafter described real property:

SEE EXHIBIT 'A' ATTACHED HERETO.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining;


Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

NOW, THEREFORE, the said DONALD BRETT ENDICOTT, Personal Representative aforesaid, the party of the first part, for valuable consideration received, has bargained and conveyed, and by these presents does bargain and convey unto the said party of the second part, her heirs and assigns forever, all of the right, title and interest, and estate of said decedent, DONALD L. ENDICOTT, at the time of his death, and also all the right, title, and interest that the said estate, by operation of law or otherwise, may have acquired other than or in addition to that of said decedent at the time of his death in or to all of that certain lot, piece, or parcel of land situated, lying, and being in the County of Canyon, State of Idaho, described above.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, her heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has, as Personal Representative, as aforesaid, hereunto set his hand and seal the day and year first above written.

ESTATE OF DONALD L. ENDICOTT,
Deceased

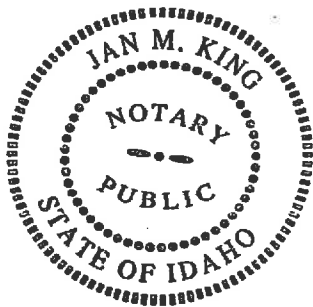



DONALD BRETT ENDICOTT
Personal Representative

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 9 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD BRETT ENDICOTT, the duly appointed Personal Representative of the Estate of DONALD L. ENDICOTT, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said Personal Representative 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
Residing at: Caldwell, Idaho
My Commission Expires: 8-5-2023

EXHIBIT "A"

R18505:

COMMENCING at the Northwest corner of Lot 5 of PAYNE'S SUBDIVISION of Lot 1 of Section 7 Township 4 North, Range 2 West of the Boise Meridian according to the official Plat of said Subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho; thence running East along the North boundary line of said Lot 5, a distance of 102.4 feet to the REAL POINT OF BEGINNING.

Thence running East along said North boundary line of Lots 5 and 4 of said Subdivision, a distance of 50 feet; thence running South on a line parallel with the West boundary line of said Lot 5, a distance of 154 feet; thence at right angles running West a distance of 50 feet; thence running North 154 feet to the real point of beginning.

Together with:

Commencing at the Northwest corner of Lot 5 of PAYNE'S SUBDIVISION of Lot 1 of Section 7 Township 4 North, Range 2 West of the Boise Meridian according to the official Plat of said Subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho; thence running East along the North boundary line of said Lot 5 a distance of 52.4 feet to the REAL POINT OF BEGINNING:

Thence running East along said North boundary line a distance of 50 feet; thence running South on a line parallel with the West boundary line of said Lot 5 a distance of 154 feet; thence at right angles running West, a distance of 50 feet; thence running North 154 feet to the real point of beginning.

2018-035320

RECORDED

08/09/2018 03:31 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=4 EHOWELL

\$15.00

TYPE: DEED

KERRICK LAW

ELECTRONICALLY RECORDED

DEED OF DISTRIBUTION

THIS INDENTURE, made on this 9 day of August, 2018, by and between DONALD BRETT ENDICOTT, the duly appointed, qualified, and acting Personal Representative of the Estate of **DONALD L. ENDICOTT**, deceased, the party of the first part, and **JOAN ENDICOTT**, an unmarried woman, of 60994 Map Rock Road, Caldwell, Idaho 83607, the party of the second part;

WITNESSETH:

WHEREAS, the party of the first part herein is now the duly appointed, qualified, and acting Personal Representative of the Estate of **DONALD L. ENDICOTT**, deceased, which estate is being probated in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon, Magistrate Division, Caldwell Section, Case Number CV14-18-06273; and the Letters Testamentary having been recorded in the records of Canyon County, Idaho, on August 7, 2018 as Instrument No: 2018-034931; and

WHEREAS, the party of the second part is entitled to distribution of the estate's interest in the hereinafter described real property:

SEE EXHIBIT 'A' ATTACHED HERETO.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining;


Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

NOW, THEREFORE, the said DONALD BRETT ENDICOTT, Personal Representative aforesaid, the party of the first part, for valuable consideration received, has bargained and conveyed, and by these presents does bargain and convey unto the said party of the second part, her heirs and assigns forever, all of the right, title and interest, and estate of said decedent, DONALD L. ENDICOTT, at the time of his death, and also all the right, title, and interest that the said estate, by operation of law or otherwise, may have acquired other than or in addition to that of said decedent at the time of his death in or to all of that certain lot, piece, or parcel of land situated, lying, and being in the County of Canyon, State of Idaho, described above.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, her heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has, as Personal Representative, as aforesaid, hereunto set his hand and seal the day and year first above written.

ESTATE OF DONALD L. ENDICOTT,
Deceased

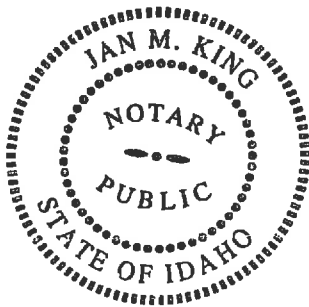


DONALD BRETT ENDICOTT
Personal Representative

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 9 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD BRETT ENDICOTT, the duly appointed Personal Representative of the Estate of DONALD L. ENDICOTT, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said Personal Representative 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.



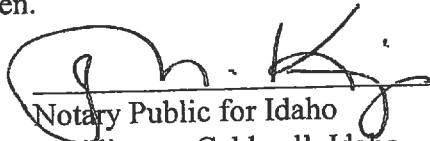

Notary Public for Idaho
Residing at: Caldwell, Idaho
My Commission Expires: 8-5-2023

EXHIBIT "A"

R18502:

That part of Lots 3 and 4 of PAYNE'S SUBDIVISION OF Lot 1 of Section 7 Township 4 North Range 2 West of the Boise Meridian, according to the official Plat of said Subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho, described as follows:

BEGINNING at a point 104.8 feet East of the northwest corner of said Lot 4 and run thence East on the North boundary lines of said Lots 4 and 3 a distance of 100 feet; thence at right angles South a distance of 154 feet; thence West on a line parallel with the said North boundary lines a distance of 100 feet; thence North 154 feet to the point of beginning;

2018-035321

RECORDED

08/09/2018 03:31 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=4 EHOWELL

\$15.00

TYPE: DEED

KERRICK LAW

ELECTRONICALLY RECORDED

DEED OF DISTRIBUTION

THIS INDENTURE, made on this 9 day of August, 2018, by and between DONALD BRETT ENDICOTT, the duly appointed, qualified, and acting Personal Representative of the Estate of **DONALD L. ENDICOTT**, deceased, the party of the first part, and **JOAN ENDICOTT**, an unmarried woman, of 60994 Map Rock Road, Caldwell, Idaho 83607, the party of the second part;

WITNESSETH:

WHEREAS, the party of the first part herein is now the duly appointed, qualified, and acting Personal Representative of the Estate of **DONALD L. ENDICOTT**, deceased, which estate is being probated in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon, Magistrate Division, Caldwell Section, Case Number CV14-18-06273; and the Letters Testamentary having been recorded in the records of Canyon County, Idaho, on August 7, 2018 as Instrument No: 2018-034931; and

WHEREAS, the party of the second part is entitled to distribution of the estate's interest in the hereinafter described real property:

SEE EXHIBIT 'A' ATTACHED HERETO.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining;

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

NOW, THEREFORE, the said DONALD BRETT ENDICOTT, Personal Representative aforesaid, the party of the first part, for valuable consideration received, has bargained and conveyed, and by these presents does bargain and convey unto the said party of the second part, her heirs and assigns forever, all of the right, title and interest, and estate of said decedent, DONALD L. ENDICOTT, at the time of his death, and also all the right, title, and interest that the said estate, by operation of law or otherwise, may have acquired other than or in addition to that of said decedent at the time of his death in or to all of that certain lot, piece, or parcel of land situated, lying, and being in the County of Canyon, State of Idaho, described above.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, her heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has, as Personal Representative, as aforesaid, hereunto set his hand and seal the day and year first above written.

ESTATE OF DONALD L. ENDICOTT,
Deceased

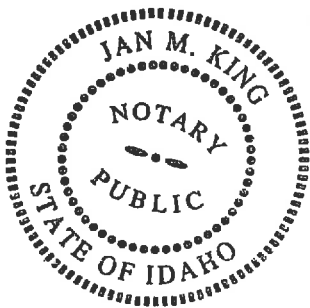


DONALD BRETT ENDICOTT
Personal Representative

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 9 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD BRETT ENDICOTT, the duly appointed Personal Representative of the Estate of DONALD L. ENDICOTT, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said Personal Representative 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
Residing at: Caldwell, Idaho
My Commission Expires: 8-5-2023

EXHIBIT "A"

R18503:

· COMMENCING at the Northwest corner of Lot 4 of PAYNE'S SUBDIVISION of Lot 1 of Section 7 Township 4 North, Range 2 West of the Boise Meridian according to the official plat of said Subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho; thence running East along the North boundary line of said Lot 4, a distance of 54.8 feet to the REAL POINT OF BEGINNING:

Thence running East along the said North boundary line a distance of 50 feet; thence running South on a line parallel with the West boundary line of said Lot 4, a distance of 154 feet; thence at right angles running West a distance of 50 feet; thence running North 154 feet to the real point of beginning.

2018-035322	
RECORDED	
08/09/2018 03:31 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=4 EHOWELL	\$15.00
TYPE: DEED	
KERRICK LAW	
ELECTRONICALLY RECORDED	

DEED OF DISTRIBUTION

THIS INDENTURE, made on this 9 day of August, 2018, by and between DONALD BRETT ENDICOTT, the duly appointed, qualified, and acting Personal Representative of the Estate of DONALD L. ENDICOTT, deceased, the party of the first part, and JOAN ENDICOTT, an unmarried woman, of 60994 Map Rock Road, Caldwell, Idaho 83607, the party of the second part;

WITNESSETH:

WHEREAS, the party of the first part herein is now the duly appointed, qualified, and acting Personal Representative of the Estate of DONALD L. ENDICOTT, deceased, which estate is being probated in the District Court of the Third Judicial District of the State of Idaho, in and for the County of Canyon, Magistrate Division, Caldwell Section, Case Number CV14-18-06273; and the Letters Testamentary having been recorded in the records of Canyon County, Idaho, on August 7, 2018 as Instrument No: 2018-034931; and

WHEREAS, the party of the second part is entitled to distribution of the estate's interest in the hereinafter described real property:

SEE EXHIBIT 'A' ATTACHED HERETO.

Together with all water, water rights, ditches, and rights of way for ditches appurtenant thereto or in anywise appertaining;

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

NOW, THEREFORE, the said DONALD BRETT ENDICOTT, Personal Representative aforesaid, the party of the first part, for valuable consideration received, has bargained and conveyed, and by these presents does bargain and convey unto the said party of the second part, her heirs and assigns forever, all of the right, title and interest, and estate of said decedent, DONALD L. ENDICOTT, at the time of his death, and also all the right, title, and interest that the said estate, by operation of law or otherwise, may have acquired other than or in addition to that of said decedent at the time of his death in or to all of that certain lot, piece, or parcel of land situated, lying, and being in the County of Canyon, State of Idaho, described above.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, her heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has, as Personal Representative, as aforesaid, hereunto set his hand and seal the day and year first above written.

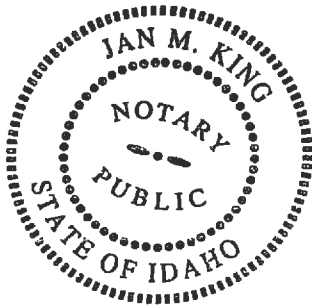
ESTATE OF DONALD L. ENDICOTT,
Deceased

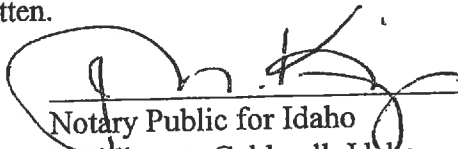

DONALD BRETT ENDICOTT
Personal Representative

STATE OF IDAHO)
 : ss.
County of Canyon)

On this 9 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD BRETT ENDICOTT, the duly appointed Personal Representative of the Estate of DONALD L. ENDICOTT, deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that said Personal Representative 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
Residing at: Caldwell, Idaho
My Commission Expires: 8-5-2023

EXHIBIT "A"

R18504:

COMMENCING at the Northwest corner of Lot 4 of PAYNE's SUBDIVISION of Lot 1 of Section 7 Township 4 North Range 2 West of the Boise Meridian, according to the official Plat of said subdivision on file and of record in the office of the County Recorder of Canyon County, Idaho, thence running East along the North boundary line of said Lot 4, a distance of 4.8 feet TO THE REAL POINT OF BEGINNING

thence running East along the North boundary line of said Lot 4, a distance of 50 feet; thence running South on a line parallel with the West boundary line of said Lot 4, a distance of 154 feet; thence at right angles running West a distance of 50 feet; thence running North 154 feet to the real point of beginning;

2017-035202

RECORDED

08/18/2017 10:01 AM



00318478201700352020070072

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=7 LBERG

\$25.00

POW OF ATTY

DONALD BRETT ENDICOTT



**Canyon County
Recorder's Office
Document
Cover Sheet**



DURABLE POWER OF ATTORNEY FOR FINANCIAL AFFAIRS

IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent can make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act, chapter 12, title 15, Idaho Code. This power of attorney does not authorize the agent to make health care decisions for you. You should select someone you trust to serve as your agent. The agent's authority will continue until your death unless you revoke the power of attorney or the agent resigns. Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions. This form provides for designation of one (1) agent. If you wish to name more than one (1) agent, you may name a coagent in the Special Instructions. Coagents are not required to act together unless you include that requirement in the Special Instructions. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

In an effort to protect the principal from any financial exploitation, this power of attorney is effective only (1) after a physician or licensed psychologist determine in writing that the principal is incapacitated, or (2) if the principal is missing, detained or unable to return to the United States, an attorney, judge or government official declare the principal incapacitated.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I, Joan Endicott (full name of person signing this document), name the following person as my agent: Donald Brett Endicott (name of person giving authority to), 4250 Burman Rd (street address), Marsing (city), ID (state), 2086978572 (phone number).

If my agent is unable or unwilling to act for me, I name as my successor agent: Rodney Lee Endicott (name of alternate person giving authority to), 6994 Map Rock Rd. (street address), Caldwell (city), ID (state), 2088715663 (phone number).

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney Act, chapter 12, title 15, Idaho Code:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

_____ Real Property

_____ Tangible Personal Property

- ☐ Stocks and Bonds
- ☐ Commodities and Options
- ☐ Banks and Other Financial Institutions
- ☐ Operation of an Entity or Business
- ☐ Insurance and Annuities
- ☐ Estates, Trusts, and Other Beneficial Interests
- ☐ Claims and Litigation
- ☐ Personal and Family Maintenance
- ☐ Benefits from Governmental Programs or Civil or Military Service
- ☐ Retirement Plans
- ☐ Taxes
- ☒ All Preceding Subjects

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

- ☐ Create, amend, revoke, or terminate an inter vivos trust
- ☐ Make a gift, subject to the limitations of the Uniform Power of Attorney Act, chapter 12, title 15, Idaho Code, and any special instructions in this power of attorney
- ☐ Make a gift without limitations except any special instructions in this power of attorney
- ☐ Create or change rights of survivorship
- ☐ Create or change a beneficiary designation
- ☐ Authorize another person to exercise the authority granted under this power of attorney
- ☐ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- ☐ Exercise fiduciary powers that the principal has authority to delegate

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

On the following lines you may give special instructions:

N/

A

EFFECTIVE DATE

This power of attorney will become effective if a physician or licensed psychologist determine in a writing or other record that the principal is incapacitated within the meaning of section 15-12-102(5)(a), Idaho Code. If the principal is unavailable (for example they are detained or unable to return to the United States) a licensed attorney at law, judge or appropriate governmental official may make a determination that the principal is incapacitated within the meaning of section 15-12-102(5)(b), Idaho Code.

A person authorized by the principal in this power of attorney to determine that the principal is incapacitated may act as the principal's representative as defined in, and pursuant to, the health insurance portability and accountability act, section 1171 through 1179 of the social security act, 42 U.S.C. section 1320d through 1320-d-8, as amended, and applicable regulations, to obtain access to the principal's health care information and communicate with the principal's health care provider. This authority does not enable the agent to make health-care decisions for the principal.

NOMINATION OF CONSERVATOR (OPTIONAL)

If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person(s) for appointment:

Name of Nominee for conservator of my estate: None Selected

Nominee's Address: _____

Nominee's Phone Number: 208 697-8572

RELiance ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it is terminated or invalid.

SIGNATURE AND ACKNOWLEDGMENT

Your Signature: Joan Endicott

Date: August 15, 2017

Your Name Printed: Joan Endicott

Your Address: 414 Boise St, Middleton, Idaho 83644

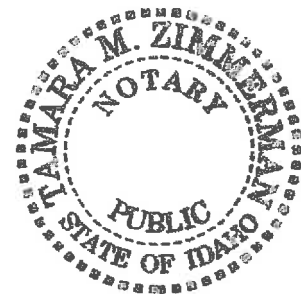
Your Phone Number: 2085852776

REQUIRED NOTARIZATION

STATE OF IDAHO)

: ss.

County of Canyon)



On the 15th day of August, 2017, before me
Tamara Zimmerman (insert the name and quality of the officer), personally
appeared Joan Endicott, known or identified to me (or proved to me on the
oath of drivers license), to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he (or they) executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above
written.

Joan Endicott
Notary Public for Idaho
Residing at 3W Main Middleton ID
Commission Expires: 10/02/20

IMPORTANT INFORMATION FOR AGENT

AGENT'S DUTIES

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

(1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;

(2) Act in good faith;

(3) Do nothing beyond the authority granted in this power of attorney;

and

(4) Disclose your identity as an agent whenever you act for the principal by signing the name of the principal and signing your own name as "agent" in the following manner:

"Joan Endicott (Principal's Name) by _____ (Your Signature) as agent"

Unless the Special Instructions in this power of attorney state otherwise, you must also:

(1) Act loyally for the principal's benefit;

(2) Avoid conflicts that would impair your ability to act in the principal's best interest;

(3) Act with care, competence and diligence;

(4) Keep a record of all receipts, disbursements, and transactions conducted for the principal;

(5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and

(6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

TERMINATION OF AGENT'S AUTHORITY

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

(1) Death of the principal;

(2) The principal's revocation of the power of attorney or your authority;

(3) The occurrence of a termination event stated in the power of attorney;

(4) The purpose of the power of attorney is fully accomplished; or

(5) A legal action is filed with a court to end your marriage to the principal, or for your legal

separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the act. If you violate the act or act outside the authority granted, you may be liable for any damages caused by your violation.

IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR DUTIES THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.



Neighborhood Meeting

To whom it may concern:

You are officially invited to a neighborhood meeting concerning the Endicott property at 414 Boise Street, Middleton, Idaho. An application for rezoning these properties from R-3 (single family residential) to M-U (mixed use) is being proposed to the city of Middleton Planning and Zoning.

This change will make this property consistent with the surrounding properties. The purpose of this meeting is informational to answer questions and receive comments.

When: Monday, August 10th, 2020

Where: 414 Boise St., Middleton, ID 83644

Time: 6:00 pm

If you have any questions, please call Mark at 208-869-7671

Neighborhood Meeting

To whom it may concern:

You are officially invited to a neighborhood meeting concerning the Endicott property at 414 Boise Street, Middleton, Idaho. An application for rezoning these properties from R-3 (single family residential) to M-U (mixed use) is being proposed to the city of Middleton Planning and Zoning.

This change will make this property consistent with the surrounding properties. The purpose of this meeting is informational to answer questions and receive comments.

When: Monday, August 10th, 2020

Where: 414 Boise St., Middleton, ID 83644

Time: 6:00 pm

If you have any questions, please call Mark at 208-869-7671

NEIGHBORHOOD MEETING

A written notice to owners and purchasers of record of property within three hundred feet (300') of the exterior boundary (414 Boise St.) was sent on July 30, 2020!

The meeting was held at the property site which is 414 Boise St., Middleton, Idaho 83607.

The meeting date was Monday, August 10, 2020

The meeting time was 6:00 P.M.

List of attendees:

A neighborhood meeting was held Monday, Aug. 10, 2020 and started at 6:00 pm and ran until 7:00 pm.

NAME

COMMENTS

Mark Endicott

Wayne E. Tuckness

Maya O. Rodriguez (208) 989-8879

Total of three in attendance!

Wayne Tuckness is supportive of the zone change!

Maya Rodriguez is in the process of selling her property next door and wanted information of how to rezone her property as well to M-U (mixed use). I was able to explain the process and directed her to Middleton Planning & Zoning!

Account	OwnerName	InCareOf	Address	City	State	ZipCode
R18113	TUCKNESS WAYNE E		PO BOX 186	MIDDLETON	ID	83644
R18114	VAL DEL TESORO LLC		225 OAK SPRINGS DR	SAN ANSELMO	CA	94960
R33904	HARROD TIM		322 BOISE ST	MIDDLETON	ID	83644
R33903	ZEN LLC		215 N 2ND AVE W	MIDDLETON	ID	83644
R18508	ESTRADA ALICIA		4011 S LAKE AVE	CALDWELL	ID	83605
R18507	ESTRADA ALICIA		4011 S LAKE AVE	CALDWELL	ID	83605
R18506	ESTRADA ALICIA		4011 S LAKE AVE	CALDWELL	ID	83605
R18505	ENDICOTT JOAN	JOAN ENDICOTT=	6994 MAP ROCK RD	CALDWELL	ID	83607-9797
R18504	ENDICOTT JOAN	JOAN ENDICOTT=	6994 MAP ROCK RD	CALDWELL	ID	83607-9797
R18503	ENDICOTT JOAN	JOAN ENDICOTT=	6994 MAP ROCK RD	CALDWELL	ID	83607-9797
R18502	ENDICOTT JOAN	JOAN ENDICOTT=	6994 MAP ROCK RD	CALDWELL	ID	83607-9797
R18501	POLLOCK DONALD G		444 BOISE ST	MIDDLETON	ID	83644
R18499011	CORDOVA MICHAEL C		39205 N 15TH AVE	PHOENIX	AZ	85086
R18018	INTERMOUNTAIN GAS CO	PROPERTY TAX =	PO BOX 7608	BOISE	ID	83707
R18499100	PIONEER FEDERAL CREDIT UNION		250 W 3RD S	MOUNTAIN HOME	ID	83647
R18499102	CEM-KING LLC		8819 REFLECTION LN	MIDDLETON	ID	83644
R18499101	VISTA VIEW LLC	NAI SELECT =	PO BOX 4067	BOISE	ID	83711
R18499104	VISTA VIEW LLC	NAI SELECT =	PO BOX 4067	BOISE	ID	83711
R18499103	E V PROPERTIES LLC		1875 W CROOKED STICK CT	EAGLE	ID	83616
R18499105	FARM BUREAU INSURANCE SERVICES COMPANY OF IDAHO		PO BOX 4848	POCATELLO	ID	83205
R18029	MIDDLETON FITNESS LLC		420 E ELM ST	CALDWELL	ID	83605
R18029010	MIDDLETON FITNESS LLC		420 E ELM ST	CALDWELL	ID	83605
R18029010A	MIDDLETON FITNESS LLC		420 E ELM ST	CALDWELL	ID	83605
R18029011	MIDDLETON FITNESS LLC		420 E ELM ST	CALDWELL	ID	83605
R33900100	MIDDLETON LAKES NEIGHBORHOOD ASSOCIATION INC	=BOARDWALK ASSOCIATION MANAGEMENT	PO BOX 2654	EAGLE	ID	83616
R33900010A	MIDDLETON CITY OF		PO BOX 487	MIDDLETON	ID	83644-0487

CANYON COUNTY LISTING - R18505 - 300 feet

July 29, 2020



PROPERTY LISTING DISCLAIMER

This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of these data & is subject to change without notice; however, the Assessor's Office assumes no liability nor do we imply any particular level of accuracy. The Canyon County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of these property listings.

Wayne Tuckness
PO Box 186
Middleton, ID 83644

Val Del Tesoro LLC
225 Oak Springs Dr
San Anselmo, CA 94960

Tim Harrod
322 Boise St
Middleton, ID 83644

Zen LLC
215 N 2nd Ave W
Middleton, ID 83644

Alicia Estrada
4011 S Lake Ave
Caldwell, ID 83605

Joan Endicott
6994 Map Rock Rd
Caldwell, ID 83607-9797

Donald Pollock
444 Boise St
Middleton, ID 83644

Michael Cordova
39205 N 15th Ave
Phoenix, AZ 85086

Intermountain Gas Company
PO Box 7608
Boise, ID 83707

Pioneer Federal Credit Union
250 W 3rd St
Mountain Home, ID 83647

Cem-King LLC
8819 Reflection Ln
Middleton, ID 83644

Vista View LLC
PO Box 4067
Boise, ID 83711

E V Properties LLC
1875 W Crooked Stick Ct
Eagle, ID 83616

Farm Bureau Ins Services Co of Idaho
PO box 4848
Pocatello, ID 83205

Middleton Fitness LLC
420 E Elm St
Caldwell, ID 83605

Middleton Lakes Neighborhood Assn
PO Box 2654
Eagle, ID 83616

City of Middleton
PO Box 487
Middleton, ID 83644



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



Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ 4,500 3.105178

Application Accepted by: JK

Date Application Accepted: _____

Flood Plain Fee? 3,000
SUP -500.00

Applicant:

Peter Harris Construction - Peter Harris 208.941.5787 harrishomes@cableone.net
Name Phone Email
6951 Duncan Lane Boise, Idaho 83714
Mailing Address City, State Zip

Representative:

KM Engineering, LLP. - Stephanie Leonard 208.639.6939 sleonard@kmengllp.com
Name Phone Email
9233 West State Street Boise, Idaho 83714
Mailing Address City, State Zip Code

PUBLIC HEARINGS**

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

PUBLIC MEETINGS*

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

PUBLIC HEARINGS**

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

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

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

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

Subdivision or Project Name: Concord Square

Site Address: 0 Concord Street, Middleton, ID 83644 Total Acres: 2.69

Crossroads: Near the southeast corner of Birch Avenue and Concord Street

Existing Zoning: R-3 Proposed Zoning: R-3

Floodplain Zone: AE Zone Hillside (grades exceeding 10%): N/A

Peter Harris

Applicant's Printed Name

7-23-20
Date

[Signature]
Applicant's Signature



CITY OF MIDDLETON

P O Box 487

1103 W MAIN ST, MIDDLETON, ID 83644

208-585-3133, FAX: 208-585-9601

WWW.MIDDLETON.ID.GOV

Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ _____

Application Accepted by: _____

Date Application Accepted: _____

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

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

Applicable Not Applicable

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

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

Need SUP & Floodplain Fee - Emailed 8-21-2020
\$500.00 3,000.00



CITY OF MIDDLETON

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

Planning Department

Special Use Permit Checklist

Rev: 2/11/2019

Property Owner(s): Peter Harris Construction Inc.

Please answer the following questions:

1. Property Size: 2.69 acres
2. Crossroads: Southeast corner of West Concord Street and Birch Avenue
3. Future Land Use Designation: Residential - Special Area
4. Surrounding Land Uses: Residential to north, south, east and west
5. If approved, what is the expected effect on roadways and traffic? There will likely be a slight increase in the number of vehicular trips since 8-9 additional homes are proposed
6. Will the proposed use generate a nuisance of light, glare, noise, vibration, smoke, fumes, odor, dust, etc.? No, this use is compatible with surrounding residential uses

If applicable:

Days and hours of operation: n/a

Number of employees (full-time): n/a (part-time): n/a

Number of employees (living on-site): n/a (living off-site): n/a

Frequency of deliveries: n/a Location of deliveries: n/a

Commission Evaluation: A public hearing will be scheduled before the Planning and Zoning Commission, which will review the application, receive verbal and written comments, and make a final decision based on the standards identified in Middleton City Code 1-15-7 and other applicable code sections.

How will the proposed use be harmonious with the goals, objectives, and strategies in the Comprehensive Plan?

Will the proposed use be served adequately by essential public facilities and services (pathways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer and schools or will the proposed use create excessive additional requirements at public cost for public facilities and services?

Will the proposed use be injurious to others by involving activities, processes, materials, equipment or conditions of operation that will be hazardous, or a nuisance to a person, or to existing or future



CITY OF MIDDLETON

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

Planning Department

Special Use Permit Checklist

Rev: 2/11/2019

neighboring uses? Nuisance means excessive traffic, vibration, noise, dust, fumes, glare, or odors or other similar nuisances.

Conditions of Approval: When approving a special use permit, conditions may be attached to:

- Minimize impact on other development;
- Control sequence and timing;
- Establish duration of the use;
- Assure the development is maintained properly;
- Designate the location and nature of development, including signs;
- Require the provision for on-site or off-site public facilities or services;
- Require more restrictive standards than those generally required in ordinance;
- Specify the period of time for which a permit is issued and conditions which, if not followed, will bring about revocation of the conditional use permit; and
- Require mitigation of effects of the proposed use upon service delivery by any political subdivision of the State of Idaho providing services within the planning area (Middleton's area of city impact).



CITY OF MIDDLETON

P O Box 487

1103 W MAIN ST, MIDDLETON, ID 83644
208-585-3133, FAX: 208-585-9601

WWW.MIDDLETON.ID.GOV

Planning and Zoning Department

Floodplain Development Permit Application

Rev: 8/20/2019

Fee Paid: \$ _____

Application Accepted by: _____

Date Application Accepted: _____

Applicant:

<u>Peter Harris Construction - Peter Harris</u>	<u>208.941.5787</u>	<u>harrishomes@cablone.net</u>
Name	Phone	Email
<u>6951 Duncan Lane</u>	<u>Boise, Idaho</u>	<u>83714</u>
Mailing Address	City, State	Zip

Property Owner(s):

<u>Peter Harris Construction - Peter Harris</u>	<u>208.941.5787</u>	<u>harrishomes@cablone.net</u>
Name	Phone	Email
<u>6951 Duncan Lane</u>	<u>Boise, Idaho</u>	<u>83714</u>
Mailing Address	City, State	Zip Code

Representative:

<u>KM Engineering, LLP. - Stephanie Leonard</u>	<u>208.639.6939</u>	<u>sleonard@kmengllp.com</u>
Name	Phone	Email
<u>9233 West State Street</u>	<u>Boise, Idaho</u>	<u>83714</u>
Mailing Address	City, State	Zip Code

Site Information:

<u>O Concord Street</u>	<u>Middleton, Idaho</u>	<u>83644</u>
Street Address	City, State	Zip Code

Assessor's Tax Parcel No(s): R1869601000

Total Acres of Site: 2.69 Subdivision: Weiber's Acreage Lot(s): 8 & 9 Block(s): _____

Description of Work (Complete for all Work):

1. Proposed Development Description

- ☒ New Building(s)
- ☐ Manufactured Home
- ☐ Improvement to Existing Building
- ☐ Filling
- ☐ Other: _____



CITY OF MIDDLETON

P O Box 487

1103 W MAIN ST, MIDDLETON, ID 83644

208-585-3133, FAX: 208-585-9601

WWW.MIDDLETON.ID.GOV

Planning and Zoning Department

Floodplain Development Permit Application

Rev: 8/20/2019

Fee Paid: \$ _____

Application Accepted by: _____

Date Application Accepted: _____

2. Size and location of proposed development (attach site plan):

Approximately 2.69 acres situated in the east 1/2 of the SW 1/4 of Sec. 6, T4N, R2W.

Near the southeast corner of Concord Street and Birch Avenue in Middleton, Idaho.

3. Is the proposed development in a Special Flood Hazard Area (Zones A or AE)?

☒ Yes

☐ No

4. Per the floodplain map, what is the zone and panel number of the area of the proposed development?

Zone(s): AE and Floodway Panel No. 16027C0234G

5. Are other Federal, State or local permits obtained?

☐ Yes

☒ No

6. Is the proposed development in an identified floodway?

☒ Yes - a portion adjacent to Willow Creek

☐ No

7. If yes to No. 6, "No Rise Certification" with supporting data attached?

☐ Yes

☒ No - will be submitted with final design and/or building permit

Complete for New Structures and Building Sites:

1. Base Flood Elevation at the site: 2,408 feet NGVD
2. Required lowest floor elevation (including basement): 2,409 feet NGVD
3. Elevation to which all attendant utilities, including all heating and electrical equipment will be protected from flood damage: 2,409 feet NGVD

Complete for Alterations, Additions, or Improvements to Existing Structures:

1. What is the estimated market value of the structure? \$ _____
2. What is the cost of the proposed construction: \$ _____
3. If the cost of the proposed construction equals or exceeds 50% of the market value of the structure, then the substantial improvement provision shall apply.

Complete for Non-Residential Floodproofed Construction:

1. Type of floodproofing method: _____
2. The required floodproofing elevation is: _____ feet NGVD
3. Floodproofing certification by a registered engineer is attached
☐ Yes
☐ No



CITY OF MIDDLETON

P O BOX 487

1103 W MAIN ST, MIDDLETON, ID 83644

208-585-3133, FAX: 208-585-9601

WWW.MIDDLETON.ID.GOV

Planning and Zoning Department

Floodplain Development Permit Application

Rev: 8/20/2019

Fee Paid: \$ _____

Application Accepted by: _____

Date Application Accepted: _____

Complete for Subdivisions and Planned Unit Developments:

1. Will the subdivision or other development contain 50 lots or 5 acres
☐ Yes
☒ No
2. If yes, does the plat or proposal clearly identify base flood elevations?
☐ Yes
☐ No
3. Are the 100-year floodplain and floodway delineated on the site plan?
☒ Yes
☐ No

I hereby certify that all the information requested and as submitted is correct to the best of my knowledge. I understand that additional information or requirements may be required per the Floodplain Administrator.

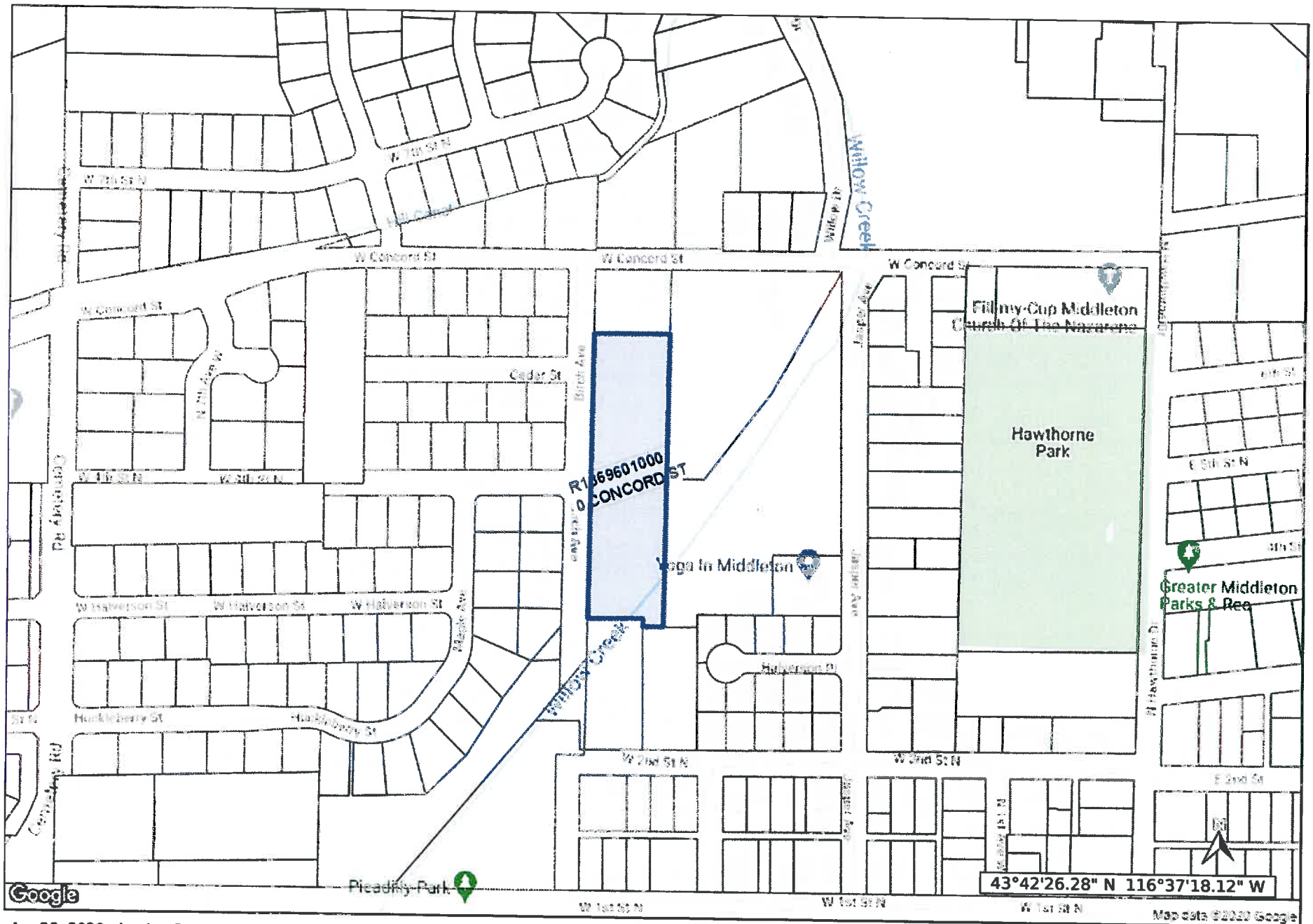

Applicant Signature

8.20.20
Date

FOR OFFICE USE ONLY

1. Permit Approved – Before Construction: _____ Date
2. Elevation Certificate Attached – Before Construction: _____ Date
3. CONDITIONS: _____

4. Local Administrator Signature: _____ Date
5. Permit Approved – After Construction _____ Date
6. Elevation Certificate Attached – After Construction: _____ Date
7. As-Built Lowest Floor Elevation: _____ feet NGVD
8. Work Inspected By: _____ Date
9. Local Administrator Signature: _____ Date



August 21, 2020
Project No.: 20-047

Mr. Bruce Bayne
City of Middleton
Planning and Zoning Department
1103 West Main Street
Middleton, ID 83644

**RE: Concord Square Subdivision – Middleton, ID
Preliminary Plat and Variance/Special Use Permit Narrative**

Dear Mr. Bayne:

On behalf of Peter Harris Construction, Inc., we are pleased to submit the attached applications and required supplements for a preliminary plat and variance/special use permit application for Concord Square Subdivision. Please accept this letter as the required written narrative regarding the project.

Site Information

The subject property is approximately 2.69 acres identified as parcel number R1869601000 in Middleton. This project is located near the southeast corner of Concord Street and Birch Avenue. The property is bounded on the north and west by single-family residences zoned R-3 (Single Family Residential) in Middleton; to the south and east by undeveloped land single-family residences zoned R-4 in Middleton and the Willow Creek Lateral.

The enclosed applications propose to subdivide approximately 2.69 acres into single-family residential building lots in an established part of Middleton. In addition, we are requesting a variance/special use permit application to vary slightly from setback and maximum density requirements.

Comprehensive Plan

According to the City's Comprehensive Plan, the subject site is located within the *Residential - Special Area* future land use



designation. In accord with that plan, we are proposing to construct 9 new building lots to accommodate single-family homes.

Our proposed project supports several goals and objectives found within the comprehensive plan. The proposed development will meet Goal 4 by promoting a quality of life through protecting property rights and stabilizing property values by constructing complementary and similar housing product. This project also fulfills Goal 11 in providing a new type of housing product to fulfill and match residents' lifestyles and by promoting in-fill housing in a well-established part of Middleton.

Preliminary Plat

We propose to subdivide the approximately 2.69 acres into 9 single-family residential lots. In accord with the R-3 zoning district, the minimum property size is 8,003 square feet while the average property size is 13,048 square feet.

Most of this subdivision will comply with the dimensional standards set forth by the R-3 zone. However, due to the configuration of the property and the encroaching floodway on the south part of the site, we are requesting a variance on rear and front setbacks for Lots 1-9. More information regarding this request is provided herein.

In accord with City requirements, curb, gutter and 5-foot sidewalk is proposed along Birch Avenue to provide connectivity to surrounding neighborhoods and will be constructed according to the City of Middleton's standards. Our proposed street and common driveway sections are included in the enclosed preliminary plat.

In researching this property, we referenced a subdivision that had previously been proposed, the Big Deal Subdivision. The Big Deal Subdivision utilized space by configuring lots into pie shapes fronting on bulb-outs and taking access via Birch Ave. In an attempt to efficiently use the property, we have configured lots in a linear manner to provide more buildable area while giving the appearance of a traditional neighborhood to reflect the surrounding community.

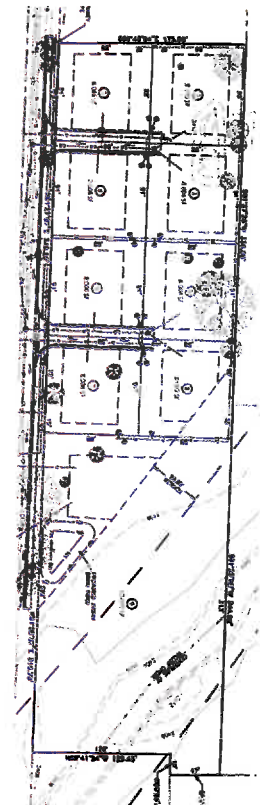
Services

Services in this area are shallow and challenging to extend to the subject site. The most viable and efficient options for sewer and water have been designed to ensure future maintainability and to contribute to the Middleton tax base. Sewer is going to be extended from the rear of a private residential lot (Parcel No. R1864800000) to the east where it will be stubbed to the middle of Birch Avenue. Sewer will then be extended north and south to serve the residential lots proposed.

Gravity and pressure irrigation will be provided by the Middleton Mill Ditch Company; coordination with existing users is currently being facilitated.

Access

As you can see on the attached plat, each home will take access from a common driveway easement via Birch Avenue. Two (2) sets of four (4) buildable lots will be served via two (2) separate private driveways. The ninth lot on the southern part of the site will take access directly from Birch Avenue as shown on the preliminary plat.



Floodplain Development

This project is located within the Willow Creek 100 Year Floodplain due to its proximity to Willow Creek. In accord with Middleton City Code, the subdivision of this site into 9 single-family residences has been designed to prevent any hazards to life or limb, hazard to property, adverse effects on the safety, use or stability of a public way or drainage channel and will not have an adverse impact on the natural environment. Future development of each buildable lot will comply with standards as set forth by the City of Middleton and FEMA.

Variance / Special Use Permit

As mentioned, we are requesting to vary slightly from the standard required rear and front setbacks for the R-3 zone for Lots 1-9. Given site constraints related to the adjacent creek, associated floodway, and configuration of the parcel we request this variance (special use permit) to allow the property to develop in a manner consistent with surrounding properties.

As depicted on the proposed preliminary plat, the floodway encumbers a significant portion of the site. In compliance with City Code, we have also incorporated the 50' setback required for the floodway. The remaining buildable area can facilitate 9 lots according to the R-3 minimum lot size. However, minor relief from rear and front setbacks will yield a more efficient and functional building envelope and as a result, a more cohesive product for the area.

We envision developing an innovative product that will complement existing homes in the area while providing a building footprint not widely available in Middleton. To facilitate this building footprint and due to the buildable area and configuration of the site we are requesting a 5' relief from the rear and front setbacks as shown below.

SETBACK	CURRENT SETBACK DISTANCE	PROPOSED SETBACK DISTANCE
Minimum Front Setback	25'	20'
Minimum Rear Setback	20'	15'
Minimum Interior Side Setback	10'	10'
Minimum Side Street Setback	20'	20'

In addition to requesting a variance/special use permit for reduced front and rear setbacks we are requesting to exceed the maximum gross density of the R-3 district by 0.4 dwelling units an acre (du/acre) to yield an overall density of 3.4 gross du/acre. As the site is currently configured, Lots 1-8 will be a standard size and shape for the R-3 district. However, Lot 9 is encumbered by the Willow Creek floodway and associated 50' setback, which will leave an expanse of open, undevelopable space at the south part of the site. Since homes will take access via common driveways, the appearance of the development will be consistent with densities typically sought after in the R-3 district and will complement existing homes in the area.

We believe this development, although over the maximum density allowance, will appear less-dense due to the configuration of lots and open space as required by the floodway. Leniency in this requirement would allow high-quality homes to be built more economically and as a result would be more widely available to offer additional housing options in a beautiful part of Middleton.

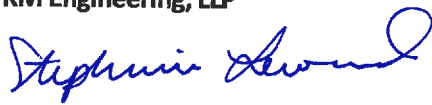
In preparing for this application we met with neighbors in the vicinity of this property on July 23rd. Approximately 13 neighbors signed-in and several others attended. We discussed the project and proposed variances with neighbors – no one expressed concern or adverse opinions regarding the request. Most attendees were interested to hear about the type of and number of homes proposed, improvements proposed to Birch Ave. and irrigation facilities, and development of their own properties.

Conclusion

With the proposals discussed herein, we feel that the Concord Square Subdivision project complements the surrounding residential uses, accommodates natural features of the site while offering a safe and attractive environment, and provides additional housing opportunities in Middleton in accord with goals and objectives within the Comprehensive Plan.

We appreciate the time you and other members of City Staff have spent to help us understand the steps needed to accomplish this project. Should you have questions or require further information to process these applications, please feel free to contact me.

Sincerely,
KM Engineering, LLP



Stephanie Leonard
Land Planner

cc: Peter Harris Construction, Inc.
Mr. Peter Harris

SITE DATA	
1-272220 10400 COMPREHENSIVE PLANN. BOSTON/MASS	8-3 RESIDENTIAL
AREA CHARACTERISTICS TOPOGRAPHY: BELLINGHAM LOT AREA TOTAL AREA OF SITE	2.89 ACRES 2.89 ACRES
OVERALL LOT DATA	
2-272220 10400 FAMILY REFERENCE: 10400	9
PROPERTY SIZE MINIMUM PROPERTY SIZE ACTUAL PROPERTY SIZE	8.880 AC. P. 13.045 AC.
PROJECT NUMBER NET COUNTRY	2.4 2.4 UNITS/AC

PROPOSED REQUIREMENTS	
REPAIR	10%
REPAIR	10%
REPAIR	10%
REPAIR	10%

1. ANY BUILDING OR PART THEREOF SHALL BE COMPLY WITH THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF THE RECONSTRUCTION.
2. REPAIRS AND/OR RECONSTRUCTION, REPAIRS AND/OR RECONSTRUCTION SHALL COMPLY WITH THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF REPAIRS AND/OR RECONSTRUCTION.
3. REPAIRS AND/OR RECONSTRUCTION SHALL COMPLY WITH THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF REPAIRS AND/OR RECONSTRUCTION.
4. REPAIRS AND/OR RECONSTRUCTION SHALL COMPLY WITH THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF REPAIRS AND/OR RECONSTRUCTION.
5. REPAIRS AND/OR RECONSTRUCTION SHALL COMPLY WITH THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF REPAIRS AND/OR RECONSTRUCTION.

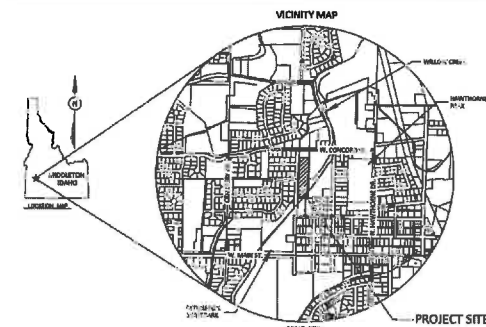
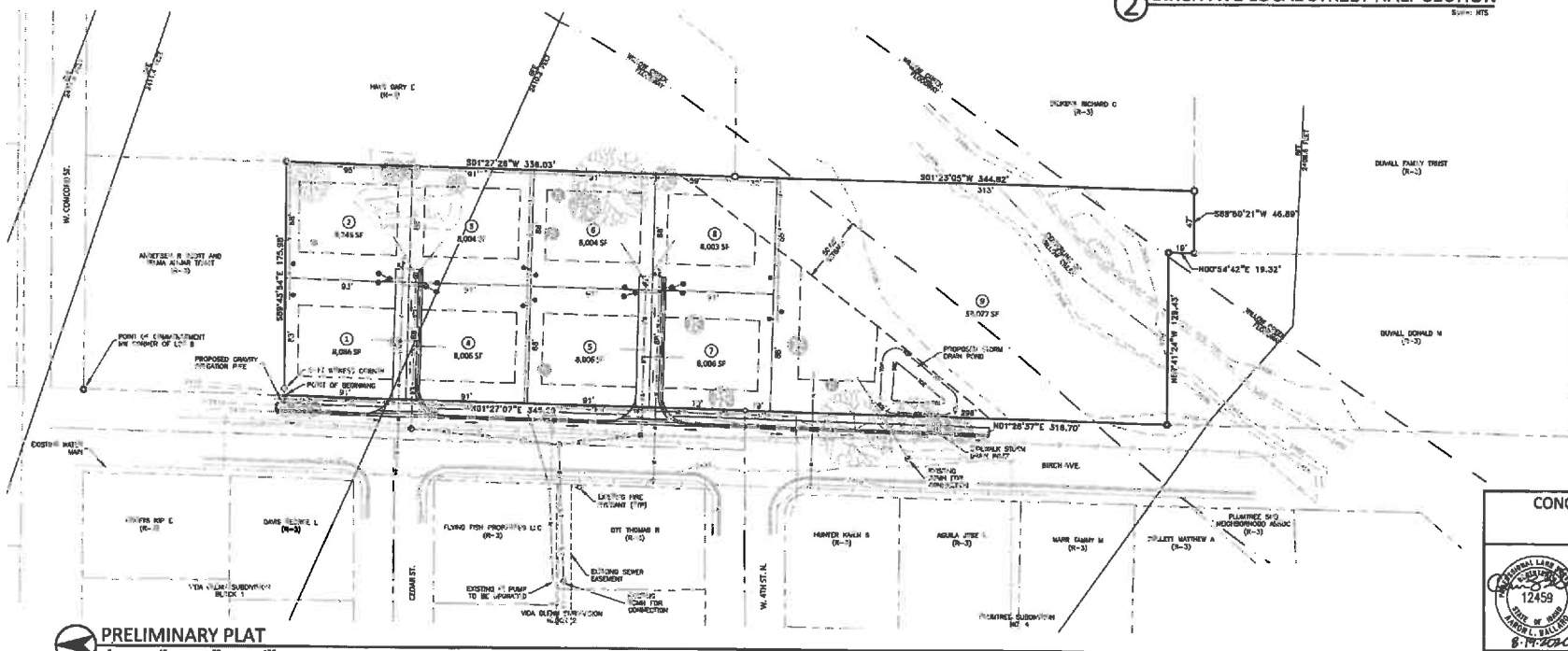
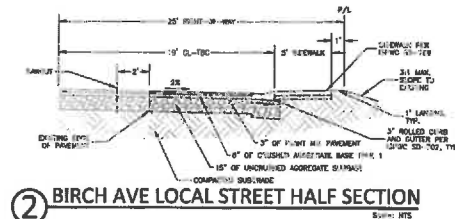
THEY PLUMBED IN OF LOTS 8 AND 9 OF THE PLAT OF MEYER'S ACRES, SITUATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOKSI MERIDIAN,

OWNER/DEVELOPER	ENGINEERING & SURVEYING CONSULTANT
PEJIR MARJES DEVELOPMENT INC. 6041 MIDLAND AVE. SUITE 201 83714 Phone: (202) 941-8787	RM EXHIBITION RD, 117 9123 WEST CHASE STREET LAKE, OHIO 44124 PHONE: (208) 838-1933 FAX: (204) 838-6830 CO-ORD: MS/11 MCANNEY, P.E. EMAIL: mcanney@engsp.com


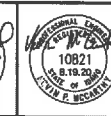
1 ALL SURVEY DATA IS BASED ON THE MADO STATE PLANE COORDINATE SYSTEM (MADO WEST 1983) AND VERTICAL (NAD83) DATA.

1. DOMESTIC WATER SERVICE WILL BE PROVIDED BY THE CITY OF MOBILE TO ALL RESIDENTS TO THE EXTENT OF THE AGREEMENT. WATER SERVICE WILL BE PROVIDED TO THE DEVELOPER BY THE CITY OF MOBILE.
2. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF MOBILE TO ALL RESIDENTS TO THE EXTENT OF THE AGREEMENT. SANITARY SEWER SERVICE WILL BE PROVIDED TO THE DEVELOPER BY THE CITY OF MOBILE.
3. WATER AND WASTEWATER LINE RIGHTS AND EASEMENTS ARE NECESSARY AND WILL BE REQUIRED DURING FINAL DESIGN.
4. ALL DOMESTIC WATER MAINS AND SANITARY SEWER WILL BE INSTALLED BY THE DEVELOPER TO THE EXTENT OF THE AGREEMENT. THE QUALITY AND TYPE OF MATERIALS TO BE USED SHALL BE APPROVED BY THE CITY OF MOBILE.
5. STORM DRAINAGE FROM THE ROADSIDE AND LOT SHALL BE COLLECTED IN CURBS AND GUTTERS AND ROUTED TO A POND AT THE END OF THE ROAD. THE POND SHALL BE MAINTAINED BY THE CITY OF MOBILE. THE POND SHALL BE DESIGNED BY THE DEVELOPER TO THE EXTENT OF THE AGREEMENT. THE POND SHALL BE MAINTAINED BY THE CITY OF MOBILE.

A RE-SUBDIVISION OF WEIBER'S ACREAGE
THAT PORTION OF LOTS 8 AND 9 OF THE PLAT OF WEIBER'S ACREAGE,
SITUATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN,
CITY OF MIDDLETON, CANYON COUNTY, IDAHO



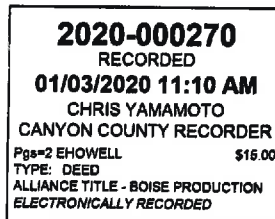
CONCORD SQUARE SUBDIVISION
MIDDLETON, ID
PRELIMINARY PLAT



K&M
ENGINEERING
5242 WEST STATE STREET
BOULDER, UTAH 80504
PHONE (303) 439-5511
FAX (303) 439-5512

Digitally signed by Kevin
McCarthy, P.E.
Date: 2020.08.19 10:56:17
-06'00'

DATE: 11/1/81
PROJECT: 21
SHEET NO. PP1.0



WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:462904

FOR VALUE RECEIVED

R. Scott Andersen and Telma Anijar Andersen, Trustees of the R. Scott and Telma Anijar Andersen Trust, dated March 24, 2010

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Peter Harris Construction Inc., an Idaho Corporation

whose current address is

6951 Duncan Ln.
Garden City, ID 83714

the grantee(s), the following described premises, in Canyon County, Idaho, TO WIT:

See attached Exhibit 'A'

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 1/2/2020

The R. Scott and Telma Anijar Andersen Trust

R. Scott Andersen
By: R. Scott Andersen, Trustee

Telma Anijar Andersen
By: Telma Anijar Andersen, Trustee

State of Idaho} ss.
County of Canyon}

On this 2 day of January, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared R. Scott Andersen and Telma Anijar Andersen known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the R. Scott and Telma Anijar Andersen Trust, and acknowledged to me that they executed the same as Trustee.

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

Tonya A. Reeves
Notary Public for the State of Idaho
Residing at: Residing In: Meridian
Commission Expires: 4/20/2022



Exhibit 'A'

Parcel 2

That portion of Lot 8 and Lot 9 of the Plat of Wieber's Acreage, Book 2, Page 54, lying in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) and also lying in Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 6, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho being more particularly described as follows:

Commencing at the Northwest corner of said Lot 8, thence along the west line of said Lot 8, South 00°52'07" West, 150.30 feet, to the POINT OF BEGINNING; Thence, departing said west boundary line and parallel with the north boundary line of said Lot 8, North 89°41'06" East, 175.98 feet; Thence, South 00°52'26" West, 336.03 feet, to a 1" iron pipe; Thence, South 00°48'05" West, 344.92 feet, to a 1" iron pipe and the north boundary line of Lot 2 of Gardner Place, Book 22, Page 46, Canyon County Record's; Thence, along said north boundary line, South 89°15'21" West, 46.89 feet, to a found 5/8" iron rebar being the northwest corner of said Lot 2, also being the east boundary line of Lot 1 of said Gardner Place; Thence, along said east boundary line, North 00°19'42" East, 19.32 feet, to a found 5/8" iron rebar and being the northeast corner of said Lot 1; Thence, along the north boundary line of said Lot 1, South 89°43'36" West, 129.43 feet, to a found 5/8" iron rebar and being the northwest corner of said Lot 1, also being the west boundary line of said Lot 9 of said Wieber's Acreage; Thence, along said west boundary line of said Lot 8 and 9, North 00°53'37" East, 316.70 feet, to the Southwest 1/16 corner of said Section 6; Thence, continuing along said west boundary line, North 00°52'07" East, 345.20 feet, to the POINT OF BEGINNING.

July 27, 2020
Project No. 20-047

Concord Square Subdivision

That portion of Lots 8 and 9 of the Plat of Wieber's Acreage, Book 2, Page 54, records of Canyon County, Idaho, lying in the East half of the Southwest Quarter of Section 6, Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho, and being more particularly described as follows:

Commencing at the Northwest corner of said Lot 8;
Thence following the westerly boundary line of said Lot 8, S01°27'07"W a distance of 150.30 feet to a point being witnessed by a found 5/8-inch rebar which bears S89°43'45"E a distance of 5.00 feet from said point, also being the **POINT OF BEGINNING**.

Thence leaving said westerly boundary line, S89°43'54"E a distance of 175.98 feet to a found 5/8-inch rebar;
Thence S01°27'26"W a distance of 336.03 feet to a found iron pipe;
Thence S01°23'05"W a distance of 344.92 feet to a found iron pipe being the northerly boundary line of Gardner Place, Book 22, Page 46, records of Canyon County, Idaho;
Thence following the northerly subdivision boundary line of said Gardner Place the following three (3) courses:

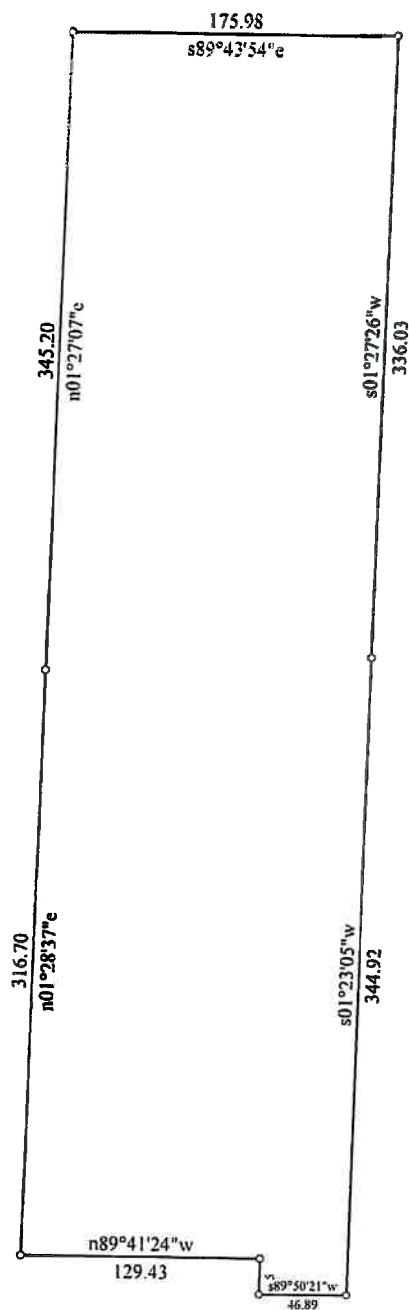
1. S89°50'21"W a distance of 46.89 feet to a found 5/8-inch rebar;
2. N00°54'42"E a distance of 19.32 feet to a found 5/8-inch rebar;
3. N89°41'24"W a distance of 129.43 feet to a found 5/8-inch rebar being the westerly boundary lines of Lots 8 and 9 of the Plat of Wieber's Acreage;

Thence leaving said northerly boundary line and following said westerly boundary lines the following two (2) courses:

1. N01°28'37"E a distance of 316.70 feet to a found 1/2-inch rebar being the Southwest 1/16 corner of said Section 6 (also being the southeast corner of Government Lot 6 of said Section 6);
2. N01°27'07"E a distance of 345.20 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 2.696 acres, more or less, and is subject to all existing easements and/or rights-of-way of record or implied.





Title: Concord Square Subdivision		Date: 07-27-2020
Scale: 1 inch = 100 feet	File:	
Tract 1: 2.696 Acres: 117435 Sq Feet: Closure = s32.1104e 0.01 Feet: Precision = 1/268655: Perimeter = 1714 Feet		
001=s89.4354e 175.98	004=s89.5021w 46.89	007=n01.2837e 316.70
002=s01.2726w 336.03	005=n00.5442e 19.32	008=n01.2707e 345.20
003=s01.2305w 344.92	006=n89.4124w 129.43	

Location: On-site (SE Corner of Birch and Concord)

[illegible]

DATE: July 8, 2020
TO: Neighbors
FROM: Peter Harris Construction, Inc.
RE: Property Near Southeast Corner of Birch Ave. and Concord St.

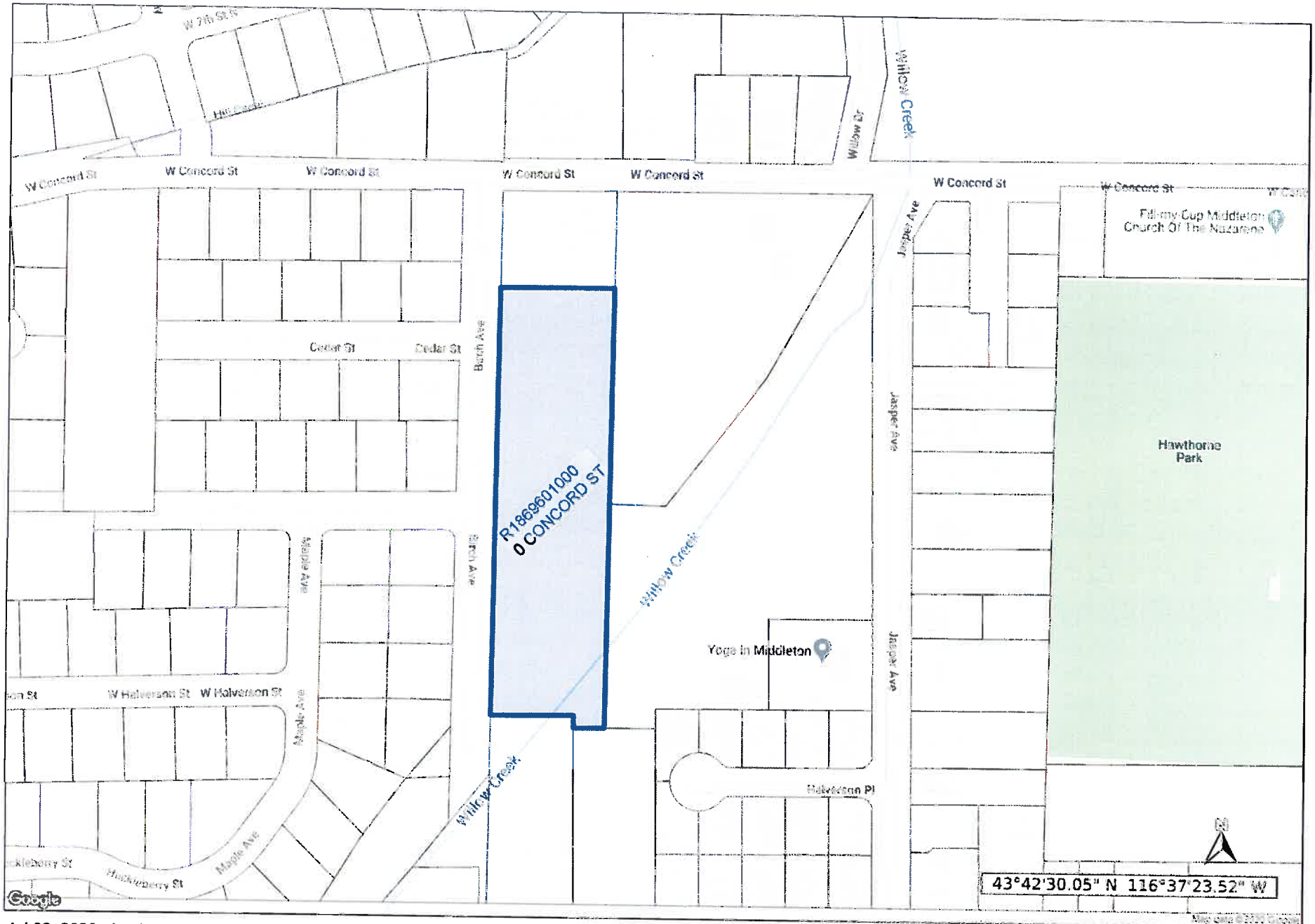
Dear Neighbor:

We are currently working on Preliminary Plat and Variance applications to Middleton City for a property located at 0 Concord Street, near the southeast corner of Birch Avenue and Concord Street directly east of the intersection of Cedar Street and Birch Avenue. The location is depicted on the enclosed vicinity map.

This letter is notice of an opportunity to review and discuss the variance application at a neighborhood meeting as required by Middleton City Code; however, this is not a public hearing and public officials will not be present. The neighborhood meeting will be held on Thursday, July 23, 2020, at 6:00 p.m. at the project site, as is depicted on the attached vicinity map.

We look forward to seeing you there.

Vicinity Map



AGUILA JOSE L
355 BIRCH AVE
MIDDLETON ID 83644

ALLEN LON T
128 CASTLE MOUNTAIN DR
GARDEN VALLEY ID 83622

ALLEN THEODORE P
214 W 2ND ST
MIDDLETON ID 83644

ANDERSEN R SCOTT AND TELMA
ANIJAR TRUST
PO BOX 924
MIDDLETON ID 83644

ANJOLA ALAN
PO BOX 361
MIDDLETON ID 83644

AULD JAMES C
314 W CONCORD ST
MIDDLETON ID 83644

BENSON JAMES H
218 W 2ND ST
MIDDLETON ID 83644

BUNGER AARON L
414 ELM ST
MIDDLETON ID 83644

CASTILLO ARCADIO N
210 W 2ND ST
MIDDLETON ID 83644

CLOSE AUSTIN L
388 MAPLE AVE
MIDDLETON ID 83644

COLLETT MATTHEW A
303 BIRCH AVE
MIDDLETON ID 83644

CROFTS KIP E
401 W CONCORD ST
MIDDLETON ID 83644

CROSSROADS CAPITAL LLC
35425 EVENING GLOW DR
MURRIETA CA 92563

DAVIS GEORGE L
402 CEDAR ST
MIDDLETON ID 83644

DICKENS RICHARD C
215 JASPER AVE
MIDDLETON ID 83644

DICKENS RICHARD CHARLES
215 JASPER AVE
MIDDLETON ID 83644

DUNN JAY D
284 MAPLE AVE
MIDDLETON ID 83644

DUVALL DONALD M
318 W 2ND ST
MIDDLETON ID 83644-5490

EMERSON MICKEY JEAN
217 NELSON CT
MIDDLETON ID 83644

ENZMINGER CONNIE JO FOSTER
410 ELM ST
MIDDLETON ID 83644

FLYING FISH PROPERTIES LLC
22902 BLESSINGER RD
STAR ID 83669

HAYS GARY E
217 CONCORD ST
MIDDLETON ID 83644

HELD MARIA M
240 CONCORD ST
MIDDLETON ID 83644

HOMES N BOISE LLC
1036 S TEN MILE RD
KUNA ID 83634

HUGHES DANIEL R
415 W CONCORD ST
MIDDLETON ID 83644

HUNTER KARIN S
379 BIRCH AVE
MIDDLETON ID 83644

JAVAUX RONALD E
405 CEDAR ST
MIDDLETON ID 83644

KEITHLEY FLOYD R
218 CONCORD ST
MIDDLETON ID 83644

KISER ROBERT S
364 MAPLE AVE
MIDDLETON ID 83644

KNORPP TYLER A
330 MAPLE AVE
MIDDLETON ID 83644

KOM DONALD R
 PO BOX 1083
 MIDDLETON ID 83644

LEVIN JACOB T
 409 CEDAR ST
 MIDDLETON ID 83644

MARR TAMMY M
 341 BIRCH AVE
 MIDDLETON ID 83644

MC CLINTICK ETSUKO
 218 NELSON CT
 MIDDLETON ID 83644

MIDDLETON CITY OF
 PO BOX 487
 MIDDLETON ID 83644

MIDDLETON CITY OF
 1103 W MAIN ST
 MIDDLETON, ID 83644

NANCE BRIAN
 409 W CONCORD ST
 MIDDLETON ID 83644

ODEN THOR K AND MELISSA J
 REVOCABLE LIVING TRUST
 70 BLUE SHADOW DR
 GARDEN VALLEY ID 83622

OTT THOMAS R
 481 BIRCH AVE
 MIDDLETON ID 83644

PETER HARRIS CONSTRUCTION INC
 6951 DUNCAN LN
 GARDEN CITY ID 83714

PETERSON BRAD A
 320 CONCORD ST
 MIDDLETON ID 83644

PLUMTREE SUB NEIGHBORHOOD ASSC
 PO BOX 155
 MIDDLETON ID 83644

RICE STEVE A
 PO BOX 374
 MIDDLETON ID 83644

SCHRADE DOUGLAS R
 410 CEDAR ST
 MIDDLETON ID 83644

SIBRIAN JOSE A
 11108 ORCHARD AVE
 NAMPA ID 83651

STADICK MICHELLE
 210 NELSON CT
 MIDDLETON ID 83644

UNRUH DAVID
 406 CEDAR ST
 MIDDLETON ID 83644

WINKELMAN MARTHA L
 405 W CONCORD ST
 MIDDLETON ID 83644

MOORE DONALD L
 214 NELSON CT
 MIDDLETON ID 83644



TO: City of Middleton
ATTN: Bruce Bayne
ADDRESS: 1103 W Main Street
Middleton, Idaho 83644

DATE: 8/21/2020
JOB #: 20-047
FROM: Stephanie Leonard

RE: Concord Square Subdivision Preliminary Plat and Variance Application

Please find attached:

COPIES	DATE	PAGES	DESCRIPTION
2	8.19.20	1	Preliminary Plat
1	8.20.20	-	Preliminary Plat and Variance application and supplemental information

Transmitted By

- ☒ Hand Delivery ☐ Mail ☐ Fax
☐ Submittal Exchange ☐ Electronic Transfer ☐ Pick-up

Transmittal Purpose

- ☐ For Your Use ☒ For Review & Approval ☐ For Signature
☐ As Requested ☐ Other: _____

Remarks

Bruce,

Please find the preliminary plat and variance application for the Concord Square Subdivision along with supplemental information as required by the application checklist, attached here.

Please let me know if you need any additional information in order to process this request.

Thank you,

Stephanie

CC: _____

Signed: _____

If enclosures are not as indicated, please notify us as soon as possible.

NOTICE OF PUBLIC HEARING
EXCHANGE OF REAL PROPERTY
MIDDLETON CITY COUNCIL

LEGAL NOTICE IS HEREBY GIVEN that the Middleton City Council will hold a public hearing on Wednesday, October 7, 5:30 pm at Middleton City Hall, 1103 W Main Street, Middleton ID, to receive public comment on

a proposed exchange of a portion of City owned property located at 0 State Highway 44; parcel R3473701100 with property located 322 E. 1st Street, Middleton, Idaho.

The City owned property located at 0 State Highway 44; parcel R3473701100, Canyon County is approximately 18,300 square feet and is zoned C1. It's estimated value is 60,000.

The property located at 322 E. 1st Street, Middleton ID is 11,098 square feet, zoned C3 and its estimated value is 84,000.00.

The purpose of the exchange is to secure property adjacent to existing city property downtown to allow for future downtown consolidated city services.

All are invited to attend the hearing and offer comments. Written comments may be submitted to Middleton City Clerk, P.O. Box 487, Middleton, ID 83644, and may be submitted prior to or at the hearing.

Please call (208) 585-3133 at least five days prior to the hearing so the City can arrange to assist physical challenges or language translation.

Publish: September 22, 2020

Please remit Affidavit of Publication to:

Becky L. Crofts, City Administrator
City of Middleton
1103 W Main Street
P.O. Box 487
Middleton, ID 83644

City of Middleton
Parcel No.: R3473701100
Septic and Drainfield Analysis



Hwy 44 Centerline

100'

50'

25'

ITD 70' Setback from CL

Canyon County 95' Setback from CL

BLG

Septic
Tank
Area

Drainfield Area
(purple)

2T

3T

Building Location

- At Canyon County Setback
- 10' from irrigation ditches (assumed setback)

Well Location

- 5' from Property line (IDAPA 37.03.09),
ITD setback line
- 25' from irrigation ditches (IDAPA 37.03.09)

Septic Location

- 5' from building (TGM)
- 5' from property line (TGM)
- 6' from drain field (TGM)
- 25' from piped irrigation (email from SWDH)
- 50' from well (IDAPA 37.03.09 and TGM)

Drainfield Location

- 5' from property line (TGM)
- 25' from piped irrigation (email from SWDH)
- 25' from temporary surface water (TGM)

Assumptions:

- East N/S irrigation pipe and diversion boxes must be relocated to the east side of the access road.
- Building will be connected to future lift station wet well.



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2019
EDITION



Page 1 of 7

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

1 ID# 98757568-09172020 DATE 09-17-2020

2

3 **LISTING AGENCY** Hopkins Financial Services, Inc. Office Phone # 208-467-5467 Fax # _____

4 Listing Agent Stacey E Harris E-Mail staceyh@hopkinsfinancial.com Phone # 208-914-1981

5 **SELLING AGENCY** NA Office Phone # _____ Fax # _____

6 Selling Agent _____ E-Mail _____ Phone # _____

7 **1. BUYER:** City of Middleton

8 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to

9 as "PROPERTY" **COMMONLY KNOWN AS** X324 E 1st St

10 Middleton City Canyon County, ID, Zip 83644 legally described as: 06-4N-2W SE Dewey Av

11 e Busn Prk Lot 4 Blk 1

12 OR Legal Description Attached as exhibit _____ (Exhibit must accompany original offer and be signed or initialed by

13 **BUYER AND SELLER.**)

14 **2. \$** 95,000.00 **PURCHASE PRICE:** Ninety-Five Thousand **DOLLARS,**

15 payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

16 **This offer is contingent upon the sale, refinance, and/or closing of any other property** ☐ Yes ☐ No (N/A if left blank)

17 **3. FINANCIAL TERMS:** Note: A+D+E+F must add up to total purchase price.

18 (A) **\$** 1,000.00 **EARNEST MONEY:** One Thousand **DOLLARS**

19 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
<input type="checkbox"/> Cash	<input type="checkbox"/> Responsible Broker	<input type="checkbox"/> With Offer	<input checked="" type="checkbox"/> Upon Receipt and Acceptance
<input checked="" type="checkbox"/> Personal Check	<input checked="" type="checkbox"/> Closing Company	<input checked="" type="checkbox"/> Within <u>5</u> business days (three [3] if left blank) of acceptance.	<input type="checkbox"/> Upon Receipt Regardless of Acceptance
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> See Section 4	<input type="checkbox"/> See Section 4	<input type="checkbox"/> See Section 4
<input type="checkbox"/> Wire Transfer			
<input type="checkbox"/> Note			
<input type="checkbox"/> See Section 4			

20

21 **THE RESPONSIBLE BROKER SHALL BE:** Randy Hopkins

22

23 **(B). ALL CASH OFFER:** ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3D and 3E, fill blanks with N/A (Not Applicable). IF

24 CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide

25 SELLER within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient

26 funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial

27 statement.

28 **(C) Cash proceeds from another sale:** ☐ Yes ☒ No (N/A if left blank)

29

30 **(D). \$** _____ **NEW LOAN PROCEEDS:** If a number greater than zero appears in the preceding blank then this Agreement is

31 contingent upon BUYER obtaining the following financing:

32 **FIRST LOAN** of \$ _____ not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,

33 ☐ RURAL DEVELOPMENT, ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at:

34 ☐ Fixed Rate ☐ Other _____. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,

35 BUYER's Earnest Money shall be returned to BUYER.

36 **SECOND LOAN** of \$ _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT,

37 ☐ OTHER _____ with interest not to exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____

38 **LOAN APPLICATION:** BUYER ☐ has applied OR ☐ shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance

39 of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification,

40 debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and

41 subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at

42 not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion,

43 agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have 24

44 hours from receipt thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close

45 transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the

46 SELLER. **FHA / VA:** If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to

47 complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless

48 BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans

49 Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the

50 contract.

51

52 If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel

53 this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was

BUYER'S Initials [Signature] Date 9/17/2020 SELLER'S Initials [Signature] Date 9/17/2020

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

JULY 2019 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 1 of 7

PROPERTY ADDRESS: 324 E 1st St

Middleton

ID

83644

ID#: 98757568-09172020

required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

(E) \$ ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).

☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

(F) \$ 94,000.00 APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: **cash, electronic transfer funds, certified check or cashier's check.**

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing

1) This offer is subject to an appraisal on the property at or above the the purchase price. All parties understand that the City of Middleton cannot purchase a property for more than it is appraised for.

2) Seller is an LLC of which the managing member is an Idaho licensed real estate broker.

3) All parties understand that Hopkins Financial Services (broker) and Hopkins Mortgage Fund, LLC (seller) are affiliated businesses. Hopkins Financial Services is representing Hopkins Mortgage Fund ONLY.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are **INCLUDED IN THE PURCHASE PRICE** (unless excluded below) and shall be transferred free of liens and in as-is condition. Unless specifically excluded below, the fixtures and fittings and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY are included in the purchase price and shall include (1) all personal property owned by the SELLER and used primarily in connection with the PROPERTY, and (2) all rights and easements appurtenant to the PROPERTY. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

6. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

7. INSPECTION:

(A) BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

- 1. LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- 2. ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- 3. UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV, internet and drainage.
- 4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability):

5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.

6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B) BUYER chooses ☒ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 7. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense, hereafter referred to as the "Primary Inspection."** BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the

BUYER'S Initials () () Date

SELLER'S Initials () () Date

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. **USE BY ANY OTHER PERSON IS PROHIBITED.** ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: 324 E 1st St Middleton ID 83644 ID#: 98757568-09172020

PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within 21 calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. **No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.** BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER **does not** within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections.
2. If BUYER **does** within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.
3. If BUYER **does** within the strict time period specified give to SELLER written notice of disapproved items, **it shall end BUYER's timeframe for inspections and is irrevocable.** BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have _____ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, **said response is irrevocable** without consent of BUYER and BUYER may proceed under 7(C)(4) below.
4. If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within _____ business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice.

8. SELLER DISCLOSURES. Within _____ business days (two [2] if left blank) from acceptance SELLER shall disclose, and provide copies if available, to BUYER the following:

- (a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, environmental reports, soil studies, seismic studies, site plans and surveys;
- (b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or compliance with building codes;
- (c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of personal property used in connection with the PROPERTY; and
- (d) all other documents described in any Addenda or Counteroffer to this Agreement.

9. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

10. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 6 business days (six [6] if left blank) of final acceptance of all parties, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY **and** a copy of any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have _____ business days (two [2] if left blank) after receipt of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not marketable, and cannot be made so within _____ business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly with a homeowner's association after closing.

(B). TITLE COMPANY: The parties agree that Pioneer Title Title Company located at 8151 W Rifleman St Boise ID 83704 shall provide the title policy and preliminary report of commitment.

BUYER'S Initials SA

Date 7/17/2020

SELLER'S Initials () ()

Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. **USE BY ANY OTHER PERSON IS PROHIBITED.** ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: 324 E 1st St

Middleton

ID

83644

ID#: 98757568-09172020

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. **The risk assumed by the title company in the standard coverage policy is limited to matters of public record.** BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. **This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.**

11. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A. Association fees/dues are \$_____ per _____.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association SET UP FEE of \$_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association PROPERTY TRANSFER FEES of \$_____ at closing.
☐ BUYER ☐ SELLER ☐ Shared Equally ☒ N/A to pay Association STATEMENT OF ACCOUNT FEE of \$_____ at closing.
 Association Fees are governed by Idaho Code 55-116 and 55-1507.

12. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is **NOT** intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 *et seq.* If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

13. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. **ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.**

14. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

15. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

16. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY, and owned by SELLER, are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

17. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

18. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

19. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

20. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing company, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

BUYER'S Initials (____)(____) Date _____

SELLER'S Initials (____)(____) Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. **USE BY ANY OTHER PERSON IS PROHIBITED.** ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: 324 E 1st St

Middleton

ID

83644

ID#: 98757568-09172020

22. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agree that if BUYER use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

23. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

24. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.

25. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

26. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

27. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): NA unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs **immediately when due and regardless of transaction closing, unless otherwise indicated.** These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within _____ business days (ten [10] if left blank) prior to closing.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	X				Environmental Inspection (Phase 1)				X
Long Term Escrow Fees				X	Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				X	PERC Test				X
Flood Certification/Tracking Fee				X	Zoning Variance				X
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)				X
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy				X	Hazardous Waste Report(s)				X
Additional Title Coverage				X	Domestic Well Water Potability Test Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				X
Water Rights Transfer Fee				X	Domestic Well Water Productivity Test Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				X
Attorney Contract Preparation or Review Fee				X	Septic Inspections Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				X
					Septic Pumping Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				X
									X

Upon closing SELLER agrees to pay ☐ NA % of the purchase price OR ☐ \$ NA (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the BUYER's discretion.

28. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and

BUYER'S Initials

Date

SELLER'S Initials

Date

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. **USE BY ANY OTHER PERSON IS PROHIBITED.** ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: 324 E 1st St Middleton ID 83644 ID#: 98757568-09172020

such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

29. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company shall not be required to take any action but may await any proceeding, or at Broker's or closing company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

30. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

31. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

32. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 10/23/2020. The parties agree that the CLOSING COMPANY for this transaction shall be Pioneer Title Company - Maria Van Der Aa located at 8151 W Rifleman St, Boise, ID 83704. If a long-term escrow /collection is involved, then the long-term escrow holder shall be _____.

33. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm.

34. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date _____. BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ N/A. Dollar amount may be determined by SELLER's supplier.

35. SECTION 1031 TAX DEFERRED EXCHANGE: If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.

36. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

37. ASSIGNMENT: This Agreement and any rights or interests created herein ☐ may ☒ may not be sold, transferred, or otherwise assigned.

38. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 09/21/20 at (Local Time in which PROPERTY is located) 5:00 ☐ A.M. ☒ P.M.

39. BUYER'S SIGNATURES:

BUYER'S Initials (____)(____) Date _____ SELLER'S Initials (____)(____) Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

DEWEY AVENUE BUSINESS PARK

LOTS 1-10 BLOCK 6 OF FOOTE ADDITION TO MIDDLETON AND A PART OF THE SE 1/4,
SECTION 6, T. 4 N., R. 2 W., B.M.,
CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2019

2019-034266

RECORDED

07/29/2019 03:57 PM



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Page 3 PBRIDGES \$11.00
PLAT
MASON & ASSOCIATES

JUL 30 2019



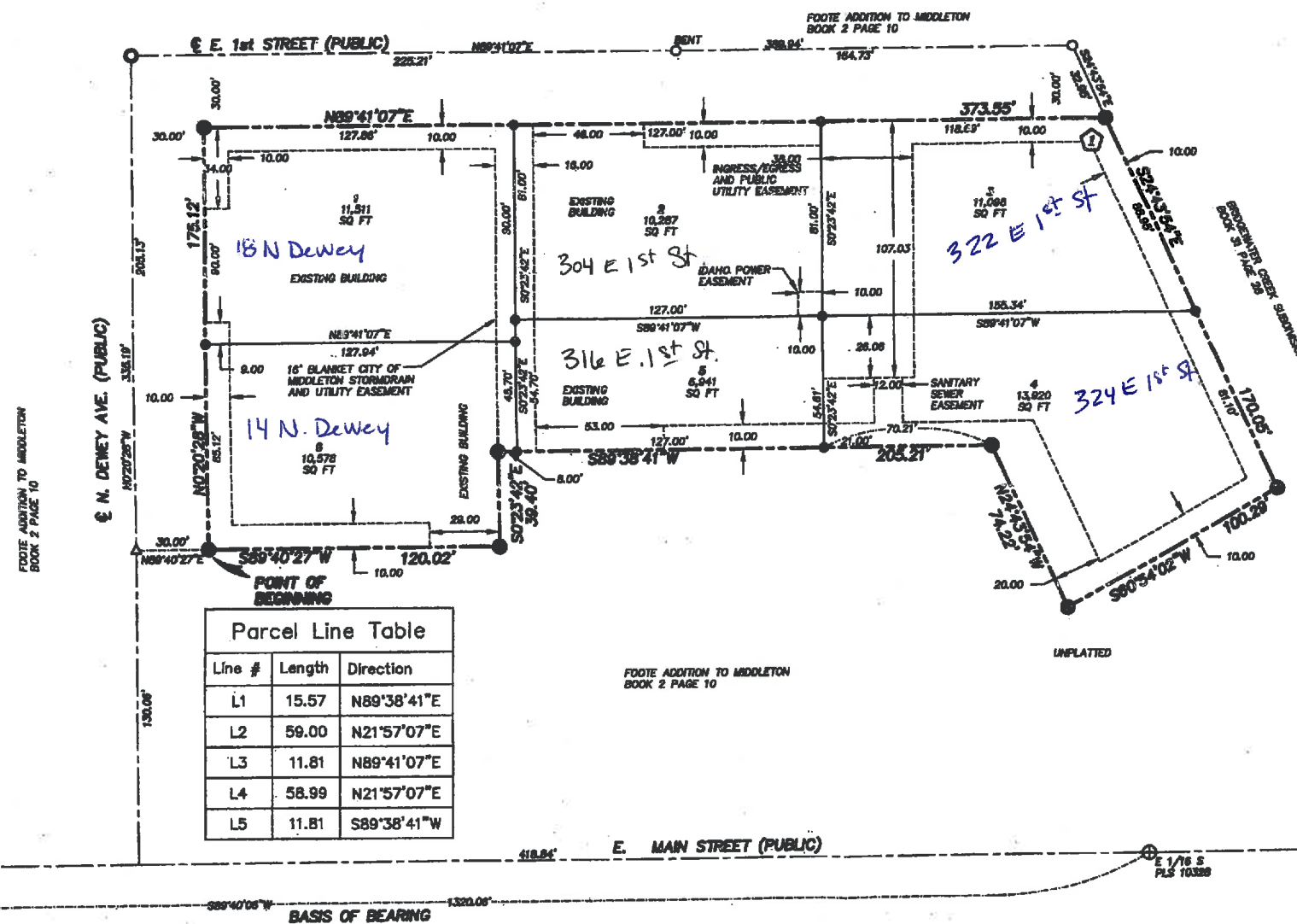
Scale: 1"=40'

LEGEND

- △ CALCULATED POINT
- FOUND BRASS CAP MONUMENT
- SET 5/8 INCH DIA. X 30 INCH IRON PIN W/PLASTIC CAP PLS. 9366
- FOUND 5/8 INCH DIA. IRON PIN
- SET 1/2 INCH DIA. X 24 INCH IRON PIN W/PLASTIC CAP PLS. 9366
- FOUND 1/2 INCH DIA. IRON PIN
- ① BLOCK NUMBER
- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT LINE
- TIE LINE/LEADER

NOTES

1. LOT 4 BLOCK 1 IS SUBJECT TO A 20' BLANKET CITY OF MIDDLETON STORMDRAIN AND UTILITY EASEMENT FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE, REPLACEMENT, OR REPAIR OF CITY FACILITIES, AS SHOWN.
2. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MIDDLETON'S STANDARDS FOR THE APPLICABLE ZONE.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT TO THE TIME OF THE RE-SUBDIVISION.
4. DOMESTIC WATER WILL PROVIDED BY CITY OF MIDDLETON.
5. SANITARY SEWER WILL PROVIDED BY CITY OF MIDDLETON.
6. LOT 3 BLOCK 1 IS SUBJECT TO A 38' WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS SHOWN.
7. LOT 4 BLOCK 1 IS SUBJECT TO A SANITARY SEWER EASEMENT AS SHOWN.
8. IRRIGATION WATER HAS NOT BEEN PROVIDED TO THE LOTS WITHIN THIS SUBDIVISION. LOTS WITHIN THIS SUBDIVISION WILL BE OBLIGATED FOR ASSESSMENT FROM MIDDLETON MILL DITCH COMPANY. IC 31-3805(2)(a)(i)
9. ANY FENCES, LANDSCAPING OR ANY OTHER STRUCTURES INSTALLED IN AN EASEMENT AREA MAY BE REMOVED BY THE CITY OF MIDDLETON AND UTILITY COMPANIES AND REPLACED AT OWNERS EXPENSE.



1/4 COR.
SEC. 6/7
C&G INST.
NO. 200208704



Mason & Associates
Professional Engineers,
Land Surveyors
& Planners
804 9th St. South, Hagerman, ID 83851
(208) 824-0255 Fax (208) 497-4051

000517002 6/19/19
SHEET 1 of 3
BK. 48 PG. 38

Ordinance No. 638

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, AMENDING THE MIDDLETON CITY CODE TITLE 5, CHAPTER 4, SECTION 3 UPDATING TRAFFIC IMPACT ANALYSIS REQUIREMENTS; AMENDING TITLE 5, CHAPTER 4, SECTION 13, SUBSECTION 3 UPDATING RV PARK APPLICATION STANDARDS, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Middleton, Idaho, seeks to update the provisions of its zoning and subdivision ordinances; and

WHEREAS, the City held a public hearing, noticed and conducted in accordance with Idaho law, before the city council on October 7, 2020; and

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

Section 1: Middleton City Code Title 5, Chapter 4, Section 3 TRAFFIC IMPACT ANALYSIS is hereby amended to read as follows:

5-4-3: TRAFFIC IMPACT ANALYSIS:

All subdivisions containing more than twenty five (25) equivalent dwelling units shall provide a traffic impact analysis, prepared and stamped by a licensed traffic engineer and submitted with the preliminary plat application. A traffic impact analysis ~~may~~shall be required with an application for any development as deemed necessary on a case by case basis, decided administratively by at least two city officials. An analysis may be waived if traffic impacts are mitigated through provisions identified in a development agreement. The analysis shall be reviewed and approved by the city. Applicant shall pay its pro rata share of improvements recommended by a city approved traffic impact analysis before the city approves the first applied-for permit.

Section 2: Middleton City Code Title 5, Chapter 4, Section 13, Subsection 3 RECREATIONAL VEHICLE PARKS is hereby amended to read as follows:

5-4-13-3: RECREATIONAL VEHICLE PARKS:

- A. Zoning: Recreational vehicle parks are allowed in the zones shown in section 5-4-1, table 1 of this chapter.
- B. Application For Permit: To obtain a permit for construction of a recreational vehicle park, the applicant shall:

1. Submit an application with ~~two (2)~~ three (3) sets of plans and specifications to the City for review by the building official and other departments to check compliance with applicable laws or ordinances. If a special use permit is required, the application will be accompanied by a nonrefundable fee to be established by resolution of the City Council and the matter scheduled before the Planning and Zoning Commission for public hearing.
2. The material submitted shall include a plot plan and building plans and specifications for all buildings, improvements and facilities, such as electrical, plumbing, gas and sewerage system to be constructed within the park. If the building official is satisfied that the proposal, as submitted, or subject to corrections, meets the requirements as set forth in this chapter, he shall then issue the permit to the applicant based upon the true valuation of construction.
3. A permit issued under the provisions of this chapter may be revoked or suspended whenever the permit is issued on the basis of incorrect information supplied or in violation of any ordinance or regulation or any of the provisions of this chapter. Said suspension or revocation shall be in writing and the permit may be reinstated upon correction of the problem within an established period of time.

C. Development Standards: The following minimum standards shall apply to the development of a recreational vehicle park:

1. Landscaping And Screening: The park boundaries shall be reasonably screened whether by barriers of ornamental fences, walls, trees, shrubs, or open spaces, to assure reasonable integration with adjoining land usages and to assure health, safety and quiet enjoyment of the area.
2. Play Areas: Recreation and children's play area shall be provided in a ratio of two hundred (200) square feet per space and consist of a well kept lawn with shade trees.
3. Occupant Improvements: Any space occupant shall not be permitted to erect, install or place any structure or facility upon the space.
4. Waste Disposal: Waste disposal facilities for recreational vehicles shall be provided in an isolated, screened service area in a manner and method acceptable to the building official and/or Health Officer.
5. Access: All spaces shall abut upon a roadway not less than thirty feet (30') in width which shall have unobstructed access to a public road or highway. Dead end roadways shall provide adequate vehicle turning space or a cul-de-sac with not less than a forty foot (40') radius, exclusive of parking. Roads to service areas shall be not less than twenty feet (20') wide.
6. Utilities: All utilities shall be underground.
7. RV Spaces: Minimum requirements for each RV space:

- a. Dimensions: Twenty five feet (25') wide and fifty feet (50') long.
 - b. Parking Area: One off street, paved parking area not less than nine feet by twenty feet (9' x 20') or, in lieu of off street parking, a thirty four foot (34') paved roadway.
 - c. Minimum Yards: Front, ten feet (10'); side and rear, five feet (5').
 - d. Patio: Masonry or concrete patio one hundred (100) square feet.
 - e. Hydrant: One frostproof exterior culinary water supply hydrant.
8. Central Facilities:
- a. Laundry facilities shall be provided.
 - b. Connection to City water is required and not less than one water outlet for each recreational vehicle. There shall be no common drinking vessel. An abundant supply of hot water for bathing, washing and laundry facilities is to be provided at all times.
 - c. Flush toilets in conveniently located buildings, well lighted, ventilated with screened openings and constructed of moistureproof materials permitting satisfactory cleaning. Floors of concrete or similar material, slightly pitched to floor drain.

9. Each RV space is equal to ½ an equivalent dwelling unit. City fees and other assessments will be based on this standard.

D. Fees and Charges.

Utility – Water and Wastewater Charges

Parks Impact Fees

Transportation Impact Fees

Rending and Future Impact Fees

1. Water rates: All sites that receive the benefit of the city's municipal water system shall pay the water user rate and water base rate per equivalent dwelling unit. See also Middleton City Code 7-1-5.
2. Sanitary sewer rates: All sites that receive the benefit of the city's municipal sanitary sewer system shall pay the wastewater user rate and wastewater base rate per equivalent dwelling unit. See also Middleton City Code 7-2-5.
3. The water and wastewater rates shall be paid for all on-site spaces per month.
4. So long as RV parks adhere to the maximum stay limits defined in Middleton City Code 5-4-13-3-E, parks impact fees shall not be imposed.
5. Transportation impact fees will be imposed in accordance with a city-approved traffic impact analysis.
6. All other development impact fees and charges will be imposed per equivalent dwelling unit, fee assessment per area or other determinations.

E. RV Park Stay Limits

1. Any one user shall not be allowed to stay longer than 30 days at one time. This same user is not allowed to return to the same park for a period of 90 days and then may again stay no longer than 30 days. This pattern may be repeated up to a maximum of three (3) stays in a twelve month period.
2. Any user may stay at the same park up to a maximum of 90 days per twelve month period.

Section 3: This ordinance, or a summary thereof as provided by Idaho Code §50-901A, shall be published in one (1) issue of the official newspaper of the City of Middleton, Idaho, and shall take effect immediately upon its passage, approval and publication.

Dated this _____ day of October, 2020.

CITY OF MIDDLETON
Canyon County, Idaho

Steven J Rule, Mayor

ATTEST:

Jennica Reynolds, Deputy City Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MIDDLETON, IDAHO AND SAFEbuilt, LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Middleton, Idaho, ("Municipality") and SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently; Agreement shall automatically renew for twelve (12) month terms, unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar

services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

Notwithstanding anything herein to the contrary, Consultant and its agents, servants and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the Municipality for purposes of exercising authority granted to the Municipality by applicable law.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior

written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Becky Crofts, City Administrator City of Middleton 6 North Dewey Avenue Middleton, Idaho 83644 Email: bcrofts@middletoncity.com	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Idaho and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
SAFEbuilt, LLC

Date

Signature
City of Middleton, Idaho

Date

Name and Title
City of Middleton, Idaho

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

As-Requested Building, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

As-Requested Remote Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Remote Plan Conveyance

- ✓ Electronic plan submittals will be reviewed and returned electronically
- ✓ Paper plans will be submitted via Consultant's preferred carrier
- ✓ Applicant will submit number of hardcopies required by Municipality
- ✓ Consultant will return plans and supporting documents

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents submit to Consultant electronically

3. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

INSPECTION DELIVERABLES				
INSPECTION SERVICES		Perform inspections within twenty-four (24) business hours of receiving inspection request(s) from Municipality		
REMOTE PLAN REVIEW DELIVERABLES				
PRE-SUBMITTAL MEETINGS		Provide pre-submittal meetings to applicants by appointment via telephone		
TURNAROUND TIMES		Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
		Project Type:	First Comments	Second Comments
		✓ Single-family within	7 business days	5 business days or less
		✓ Multi-family within	10 business days	7 business days or less
		✓ Small commercial within (under \$2M in valuation)	10 business days	7 business days or less
	✓ Large commercial within	15 business days	10 business days or less	

4. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none">• Building, Mechanical, Plumbing	\$94.00 per hour – one (1) hour minimum
Plan Review Services: <ul style="list-style-type: none">• Initial plan review• Up-to two (2) re-reviews• Reviewed by ICC Certified Plans Examiner	Residential: 80% of Municipal Plan Check Fee as established by ordinance or resolution Commercial: 65% of Municipal Plan Check Fee as established by ordinance or resolution
Additional Plan Review Fee – Residential & Commercial: <ul style="list-style-type: none">• After two (2) re-reviews• Other Building Plan Reviews not listed	\$110.00 per hour – one (1) hour minimum
Revisions to Previously Reviewed Plans	\$110.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

EXHIBIT B – MUNICIPAL SPECIFIED OR PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

(Balance of page left intentionally blank)

ORDINANCE NO. 640
CoburnAnnexation

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO M-U (MIXED-USE), WITH A DEVELOPMENT AGREEMENT; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Middleton, Idaho, (the “City”) is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex to and incorporate within the boundaries of the City contiguous real property, located at 23624 Lansing Lane and comprising approximately 15.28 acres, in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owner of the real property currently located in the unincorporated area of Canyon County and generally located, and more particularly described in Exhibit A, attached hereto and hereby made a part of this ordinance, has requested, in writing, annexation of said real property to the City of Middleton; and

WHEREAS, the owner of the real property has requested 15.28 acres be annexed into the City be rezoned to M-U (Mixed Use); and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on August 10, 2020, as required by Idaho Code §67-6525 and recommended that City Council approve the application to annex the real property; and

WHEREAS, the Middleton City Council, pursuant to public notice as required by law, held a public hearing on September 4, 2020, as required by Idaho Code 67-6525;

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

Section 1: The Middleton City Council hereby finds and declares that the real property generally located at 23624 Lansing Lane, and more particularly described in Exhibit A attached, is contiguous to the City for the orderly development of the City, and that the owner of said property has requested in writing, annexation thereof to the City with a zoning designation of M-U (Mixed-Use), with a development agreement, attached hereto as Exhibit B.

Section 2: The real property described in attached Exhibit A is hereby annexed to and incorporated in the territorial limits of the City of Middleton, Idaho.

Section 3: From and after the effective date of this ordinance, all property and persons within the boundaries and territory described in Exhibit A shall be subject to the ordinances, resolutions, police powers, property tax and other jurisdiction of the City of Middleton, Idaho.

Section 4: The zoning classification of the land described in Exhibit A is hereby established as M-U (Mixed Use), as provided by the zoning ordinance of the City and in accordance with the Comprehensive Plan. The Zoning Map is hereby amended to include the real property described in Exhibit A with a M-U (Mixed Use) classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of the passage, approval and publication of this ordinance, a certified copy of this ordinance with the offices of the Auditor, Treasurer and Assessor of Canyon County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Idaho Code §50-223, and to comply with the provisions of Idaho Code §63-2215, with regard to the preparation and filing of a map and legal description of the real property annexed by the ordinance.

Section 6: This ordinance shall take effect and be in force from and after its passage, approval and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Idaho Code §50-901A may be published.

DATED this ____ day of October, 2020.

CITY OF MIDDLETON
Canyon County, Idaho

By: _____
Steven J. Rule, Mayor

ATTEST:

Jennica Reynolds, Deputy City Clerk

Exhibit "A"

This parcel is a portion of the Southwest Quarter of the Northwest Quarter of Section 3, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

COMMENCING at the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence

South 0 degrees 06' 03" West along the Westerly boundary of said Southwest Quarter of The Northwest Quarter a distance of 25.00 feet; thence

North 88 degrees 39' 48" East parallel with the Northerly boundary of said Southwest Quarter of the Northwest Quarter a distance of 50.00 feet to a point on the Easterly right of way of Lansing Lane (Right of Way Deed, Instrument No. 75688); thence

South 0 degrees 06' 03" West along said Easterly right of way a distance of 277.51 feet to the TRUE POINT OF BEGINNING; thence

North 74 degrees 55' 49" East a distance of 280.39 feet; thence

North 87 degrees 59' 36" East a distance of 96.81 feet; thence

South 76 degrees 16' 36" East a distance of 106.61 feet; thence

South 64 degrees 19' 21" East a distance of 275.40 feet; thence

South 84 degrees 43' 23" East a distance of 103.64 feet; thence

South 67 degrees 00' 35" East a distance of 76.02 feet to a point in the centerline of the Middleton Canal; thence

North 79 degrees 38' 45" East along said centerline a distance of 222.32 feet; thence

South 29 degrees 06' 26" West a distance of 454.68 feet; thence

South 44 degrees 51' 50" West a distance of 74.37 feet; thence

South 53 degrees 12' 50" West a distance of 245.95 feet; thence

South 76 degrees 18' 21" West a distance of 660.77 feet to a point on said Easterly right of way line; thence

North 0 degrees 06' 03" East along said right of way a distance of 821.28 feet to the TRUE POINT OF BEGINNING.