



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday July 7, 2021

Time: 5:30 p.m.

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

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

Action Item:

- A. Approve Agenda

Information Items:

- 1. WWTP Blower/Dewatering Project Update – Kasey Ketterling (T-O Engineers)
- 2. Logo Contest – Mayor Rule

Action Items:

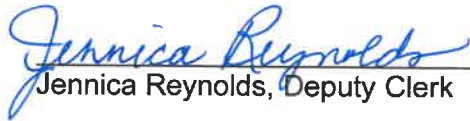
- 1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for City Council June 16, 2021 regular meeting.
 - b. Consider approving minutes for City Council June 22, 2021 special meeting.
 - c. Consider ratifying payroll for June 18, 2021 in the amount of \$115,341.42 and July 2, 2021 in the amount of \$81,383.71.
 - d. Consider approving accounts payable thru June 28, 2021 in the amount of \$361,543.86.
 - e. Consider approving FCO-Todd Campbell/Stonehaven Commercial 12.5 acres
- 2. Swearing in of new police officer Brent Watson – Sergeant Hilkey
- 3. Consider approving a quote from Proforce Law Enforcement to exchange the MPD service pistols from 45 caliber to 9 mm in an amount not to exceed \$10,345.40. – Sergeant Hilkey
- 4. Consider approving quote from Integrity for proposed Park Place Lift Station in an amount not to exceed \$16,450.00. – Bruce Bayne
- 5. Consider approving quotes from Integrity Inspection Solutions, Inc. for I&I (Inflow and Infiltration) in the city's phase 2 CCTV area in an amount not exceed \$22,775.00. – Bruce Bayne
- 6. Consider approving quote from Xylem for UV Bulbs for Waste Water Treatment Plant in an amount not to exceed \$18,925.00 – Bruce Bayne
- 7. **Public Hearing:** An application by Robert Brian Burnett, Drake Investments, Deep River Investments & Deep Water LLC for annexation/rezone, preliminary plat, development agreement modification, and comprehensive plan map amendment with respect to the River Pointe Subdivision located at 10481 Hwy 44, 0 Hwy 44, and 0 Duff Lane. The proposed preliminary plat consists of seven commercial lots, 92 single family homes, 67 garden/patio homes, 115 townhomes and 44 common lots on 88.51 acres of land. As to the 14 acre Duff Parcel (Tax Parcel No. R33935010A/0 Duff Lane), applicant is seeking (1) annexation, (2) rezone to R-3, and (3) comprehensive plan map amendment to "residential" designation. As to the 74 acre parcel located at 10481 Hwy 44, Applicant is seeking a comprehensive plan map amendment to designate uses "commercial" and "residential". – Roberta Stewart
- 8. Consider approving annual (June 1, 2021-May 31, 2022) City Beer and Wine License for 208 Burger Q. – Becky Crofts

9. Consider approving additional services authorization to SPF Water scope of work for Water System Planning in an amount not to exceed \$ 37,250.00. - Becky Crofts
10. Consider approving additional services authorization to T-O Engineers, Inc Agreement for Blower Expansion project number 200555 in an amount not to exceed \$ _____ – Becky Crofts
11. Consider changing employee medical benefit package from Blue Cross of Idaho to Regence Blue Shield Health Reimbursement. – Lindsay Youngwerth/Becky Crofts

Budget Workshop: FY 2022 – Wendy Miles

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Jennica Reynolds, Deputy Clerk

Date: July 2, 2021, 5:00 p.m.

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

1a

**MIDDLETON CITY COUNCIL
JUNE 16, 2021**

The Middleton City Council meeting on June 16, 2021 was called-to-order at 5:33 p.m. by Mayor Rule.

Roll Call: Mayor Rule, Council President Kiser, Council Members Huggins, Garner and were all present. Council Member O'Meara was absent.

Pledge of Allegiance, Invocation: Chris Grooms

Action Items

A. Approve Agenda

Motion: Motion by Council President Kiser to approve the Amended Agenda as posted June 15, 2021 at 5:00 p.m. Motion seconded by Council Member Garner and approved unanimously.

Action Items

- 1. Consent Agenda (items of routine administrative business)**
 - a. Consider approving minutes for City Council June 2, 2021 regular meeting.**
 - b. Consider ratifying payroll for June 4, 2021 in the amount of \$78,079.45**
 - c. Consider approving accounts payable thru June 9, 2021 in the amount of \$252,702.50.**

Mayor Rule called the items. Council President Kiser gave a summary of accounts payable payments. Explained that some items were pass through items such as Republic Services.

Motion: Motion by Council President Kiser approve Consent Agenda Items 1a, b and c. Motion seconded by Council Member Garner and approved unanimously.

2. Consider approving two quotes from Integrity Inspection Solutions for Phase 2 CCVT Sewer Line cleanout and repairs in an amount not to exceed \$40,000 and \$11,875.00. –Bruce Bayne

Mayor Rule called the item Bruce Bayne presented the quotes and an explanation of the project. Bruce explained that there is \$50,000 in the budget for these projects. Integrity Inspections Solutions will continue in Phase 2 to look for issues in the sewer system including blockages and leaks. During the previous phase Integrity Solutions identified a large intrusion of irrigation water into the sewer line. This phase will be working in the older areas of town to identify lines that need to be fixed the cost for this is not to exceed \$40,000. The amount not to exceed \$11,875 will be used to repair the line at Piccadilly Park where it crosses the creek. There are roots that have invaded the line and need to be removed and the line repaired.

Motion: Motion by Council President Kiser to approve the quotes from Integrity Inspection Solutions for Phase 2 CCVT Sewer line cleanout and repairs in the amounts not to exceed \$40,000 and \$11,875. Motion seconded by Council Member Huggins and approved unanimously.

3. Public Hearing: Applications from Falkirk Holdings LLC & Todd Campbell for Rezone and Development Agreement with respect to the Stonehaven project planned for an 11.18-acre parcel located at 0 Hartley Lane (Tax Parcel #34443013). Applicant is seeking a rezone of a portion of the parcel from C-1 to M-F to permit the future development of a maximum of 84 townhome lots. – Roberta Stewart

Mayor Rule opened the public hearing at 5:43 p.m. and City Planner, Roberta Stewart presented a staff report on the project (Exhibit 1).

Applicant presentation—Jay Walker presented a PowerPoint presentation on the proposed project (Exhibit 2).

Questions to Applicant:

Mayor Rule: The mayor asked what he meant when he said the project was “what the mayor desires”; the mayor did not want to be quoted on record for something he did not say. Mr. Walker clarified that he was referring to the project being in alignment with the comprehensive plan of the city as developed by the previous mayor and city council.

Council President Kiser: Requested clarification on the statement that the Willis/Hartley would not get built without this project. Mr. Walker clarified that it would not get built at this time or in a timely manner if this project doesn’t happen.

Applicant Presentation ended at 6:17 p.m. Mr. Walker requested that the rebuttal be shared with the owner of the property.

Mayor Called for comments in favor of this project:

Todd Campbell: He stands behind the presentation by Jay Walker. This is a high quality project. It will help to improve the concerns of the city regarding traffic. The traffic will be improved at Hartley/Willis and also Hartley/Highway 44. Mr. Campbell also committed to contribute an additional \$100,000 towards the Hartley/Highway 44 intersection if this project is approved.

Mayor called for questions for Mr. Campbell and there were none.

Renee Watson: Expressed approval for the project. She has looked at the other projects completed by the applicant/builder and they are beautiful. She looks forward to the improvements to the area due to this project.

Mayor Comments: The mayor stated that Ms. Watson was originally the owner of the property in this project.

David Cliché: Spoke representing the Stonehaven neighborhood in favor of the project. In his past experience he has found that commercial has more traffic than residential. The group feels that the project would stabilize the values of their homes. They fully support the project.

Kelsee Thompson: In favor of the project. No further comments.

Kip Thompson: In favor of the townhomes—they are beautiful. The proposed project is directly adjacent to his property. He feels that the townhomes would be much nicer next to his property than commercial would be. The additional funds for the improvements to Hartley/HWY 44 would be very helpful in solving the traffic issue at that intersection.

Mayor Called for neutral comments of this project:

Diane Cummings: Stated that she is neutral. No further comments.

Mayor Called for comments in opposition of this project:

Dana Furrow: Just stated that they are opposed to the project.

Sandy Sinclair: Suggested that the project be aimed towards a 55 and over community. Personal opinion is that the project won’t be good there. Her experience coming from California is that people will buy the condos and rent them out. Rentals will bring down the value of the adjacent properties. Traffic in the area is already a “nightmare” this project would make it worse.

Comments in opposition of this project cont.:

Carlene Thie: She attended a large council meeting two years ago—this area was going to be C-1 Light commercial. The Hartley intersection is “deadly” and doesn’t need more traffic. Light commercial closes early so there would be little evening and weekend traffic. She feels that Jay Walker bullies people—trying to manipulate them. She feels that overbuilding will be detrimental—the developer is already committed to help pay for infrastructure.

Mike Grafe: Stated that he is opposed to this project. He stated that the property started as R-3 and the developers requested to have it changed to C-1. He feels that an assisted living facility would be good. He doesn’t like multi-family dwellings. He feels that the roads will be too full and it will be a mess with traffic. He is also opposed to the comment regarding that there will be no improvements without this development.

Mayor Called for rebuttal from the applicant:

Jay Walker: The people in Stonehaven who will be directly effected by this project are in favor of it. Addressing the 55 and over they’d be able to be in the designated C-1 area in the proposal. Concerning Carlene’s comment regarding the commercial being less traffic due to light commercial having limited hours but he doesn’t believe that is always the case. This project is projected to relax the traffic not increase it as stated by those in opposition. These plans would provide a buffer between the highway and business/residential.

Paul Watson: He is the owner of the property. He has been listening to the concerns regarding traffic for ten years. The concerns of the patrons are the same: heavy traffic, not too much commercial and unsafe for pedestrians. He also lives here and has experienced the traffic issues. He feels the product being offered would best serve the communities needs. The market controls what can be put in the area and the market isn’t looking for a large area of C-1. This planned development was planned to attract commercial and get things done in a timely manner. He encourages the council to proceed with the project.

Mayor Called for questions:

President Kiser: Questioned the comments regarding it won’t get done in timely manner if this project isn’t approved and the comment regarding more traffic with commercial. He also pointed out that the property in 2012 was zoned residential and changed at the request of the property owner to C-1 and a development agreement was signed. If it was purchased by the current owner after that date they purchased it with it being zoned as C-1.

Answer from the applicant:

If we don’t proceed with the product by a known good developer there could be a delay in the project.

Council Member Garner: When would this project start?

Answer from the applicant: As soon as possible. The plat would be submitted to the city for approval and then would proceed as quick as reasonably possible. The developer is very motivated to get this project going.

Mayor: Would you begin with the townhouses or commercial?

Answer from the applicant: We don’t know it depends upon the market.

Motion: Motion by Council President Kiser close public comment at 7:00 p.m.

Motion seconded by Council Member Garner and approved unanimously.

COUNCIL DISCUSSION:

President Kiser: In his opinion townhouses are not the best for the proposed area. Twelve acres of commercial would be difficult but he would still like to see commercial on that piece. In his opinion he doesn’t feel the project is a good fit to align with the comprehensive plan.

Council Member Garner: Commenting on the developers plan to start as soon as possible—he feels that the intersection needs to be done before the development. 84 units is too many for that small area. Effects all people in town not just those in Stonehaven.

MAYOR/COUNCIL DISCUSSION CONT.:

Mayor: City Staff Please address the Hartley/Highway 44 and Willis/Hartley intersections.

Becky Crofts, City Administrator: The city has an anticipated \$800,000 towards the \$1.1 million project. It is anticipated to be completed before school next year—the sewer line needs to be completed prior to the completion of the intersection. With regard to the Willis/Hartley intersection—the city is working with Toll Bros to put a roundabout there. This is not finalized it is just being discussed.

Council Member Huggins: When I look at the minutes from P & Z I feel the intersections are going to happen. She feels there is a need for townhomes in Middleton but doesn't feel that is the best location. She thinks that the proposed number of townhomes is too many for that area. Commercial is a high priority for Middleton.

PUBLIC HEARING CLOSED 7:13 P.M.

Motion: Motion by Council President Kiser to deny the application from Falkirk Holdings LLC & Todd Campbell for Rezone and Development Agreement with respect to the Stonehaven project planned for an 11.18-acre parcel located at 0 Hartley Lane (Tax Parcel #34443013). Applicant is seeking a rezone of a portion of the parcel from C-1 to M-F to permit the future development of a maximum of 84 townhome lots. Motion seconded by Council Member Huggins and approved unanimously by a roll call vote of all present council members.

4. Consider approving a Special Events Permit to Middleton Fireworks Fund for 4th of July Fireworks at Foote Park July 4, 2021. – Becky Crofts

Mayor Rule called item and City Administrator Becky Crofts presented the application. It has been reviewed by the Middleton Rural Fire District and Deputy Chief Islas submitted his comments and approval.

Motion: Motion by Council President Kiser to approve a Special Events Permit to Middleton Fireworks fund for 4th of July Fireworks at Foote Park July 4, 2021 and waive fees. Motion seconded by Council Member Garner and approved unanimously.

5. Consider approving 2021 Special Events Permit to GMPRD for community events located in Foote Park and Hawthorne Park. – Becky Crofts

- **Art in the Park at Foote Park June 18-19, 2021. *Beer & Wine Catering permit required.***
- **Baseball Concessions @Hawthorne Park - Monday thru Thursday evenings - ran by GMPRD employees for about 2.5 hours each time. Currently doing this through the end of June.**
- **Baseball Tournament - Middleton Baseball Association is hosting this on June 17th - June 19th at Hawthorne Park.**
- **Movies in the Park @ Foote Park. Dates: (6/11, 6/18, 7/16, 8/20, 9/10, 9/24)**
- **July 4th Fireworks in Foote Park (7/4)**
- **Water Wars at Foote Park (7/21, 8/10)**
- **Back to School – Obstacle Course at Foote Park (8/12)**
- **Harvest Festival - 1st Saturday in October (10/2)**
- **Pedersen's Lemonade at Foote Park concessions on Saturdays to sell to soccer players. (Now through the end of soccer season)**

Vendor/Solicitor permit required.

- **Saturday Soccer at Middleton Place Park**
- **Sportsman's Outdoor Event at Foote Park (8/27 & 8/28)**

Mayor Rule called the item and Becky Crofts presented a summary and referred to city code.

Motion: Motion by Council President Kiser to approve Special Events Permits for GMPRD for the events presented at Foote Park and Hawthorne Park. Motion seconded by Council Member Huggins and approved unanimously.

6. Consider approving a proposal from the Stack Rock Group for design of River Park Commercial/Residential areas and walking paths. – Becky Crofts

Mayor Rule called the item and City Administrator Becky Crofts presented the proposed design sample. This would be a city project to increase park areas and connect recreational areas with proposed commercial areas. The design from Stack Rock Group would provide the “vision” for the city to develop from.

Mayor/Council questions and comments:

Mayor: Urban Renewal could help with this project similar to what Caldwell has done with their Indian Creek renovations.

Council President Kiser: Would the \$24,000 be the out the door cost? Yes, it is not to exceed \$24,000. He also commented that he would like to see a venue in Middleton so that people stay here instead of recreating and using retail in other communities.

Huggins: She feels that anything we can do to give residents in Middleton activities in Middleton is good for our community.

Motion: Motion by Council President Kiser proposal from Stack Rock Group for design for River Park Commercial/Residential areas and walking paths. Motion seconded by Council Member Garner and approved unanimously by Roll Call Vote.

Budget Workshop: FY 2022—Wendy Miles, City Treasurer

Public Comment:

None.

Mayor Comments, Council Comments:

Council President Kiser:

Mayor Rule:

Council Member Huggins:

Council Member Garner:

Council Member O'Meara:

Adjourn: Mayor Rule adjourned the city council meeting at 8:34 P.M.

ATTEST:

Steven J. Rule, Mayor

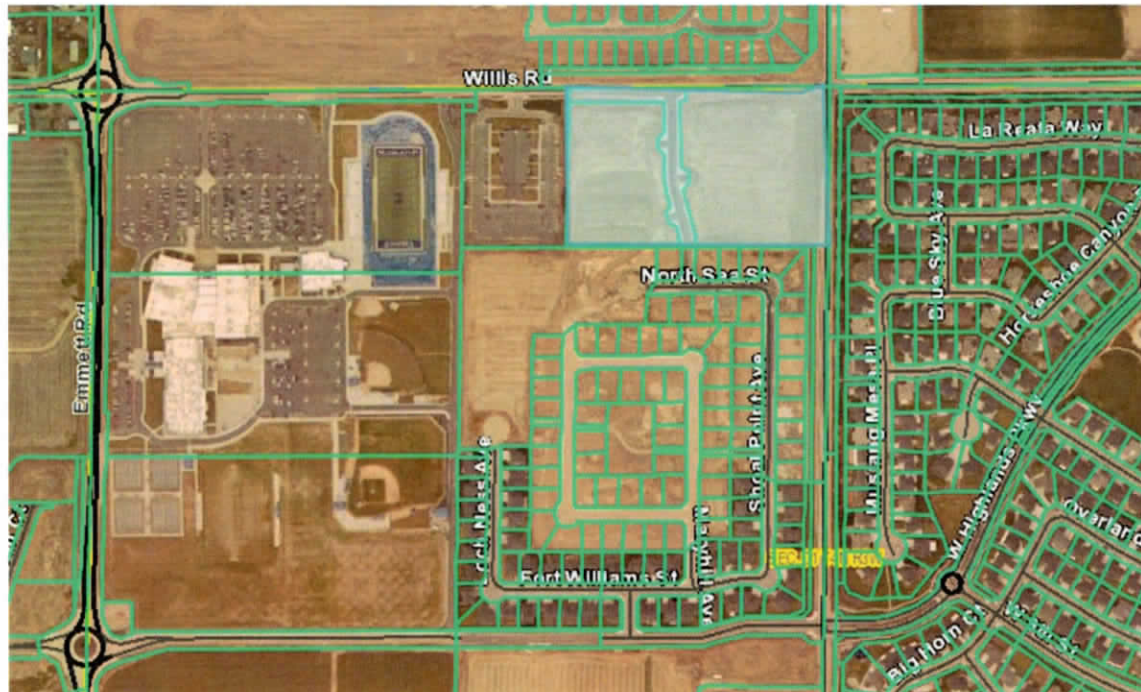
Rhonda Carpenter, Deputy Clerk
Minutes Approved: July 7, 2021

DRAFT



Stonehaven -11+ Acre Commercial

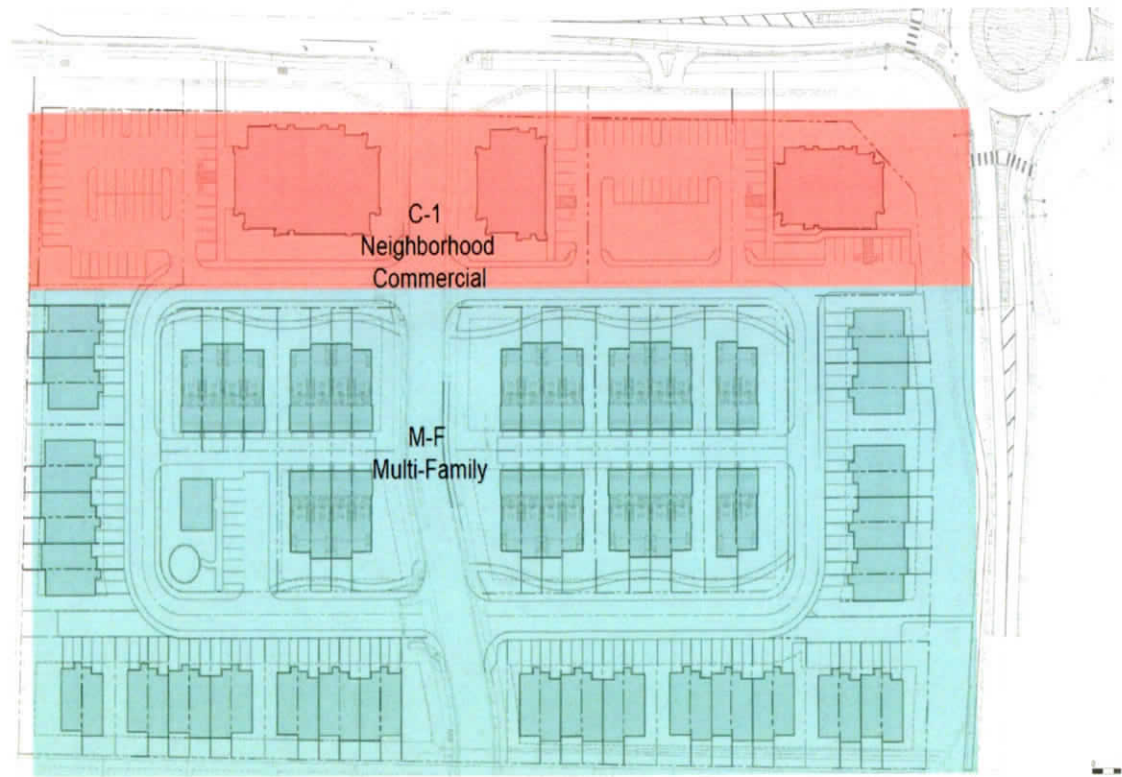
Rezone and Development Agreement





Application Request and Project Description:

This is a request for Rezone and Development Agreement Modification of an 11+ acre parcel adjacent to the Stonehaven Subdivision (Tax Parcel No. 34443013 – 0 Hartley Lane.) Applicant is requesting rezone from C-1 Neighborhood Commercial to M-F Multi-Family for 7.3 acres of the 11 acres. The remaining 3.7 acres are to remain C-1 along the frontage of Willis Road. Applicant is also requesting a modification to the current Development Agreement to allow future preliminary plat and development of up to 84 townhomes (or "single family attached" homes) in the M-F zone.





Sewer & water



History and Current Zoning: In 2012, the current owner of the property had requested a rezone from R-3 to the current zoning of C-1. C-1 zoning is "Neighborhood Commercial", and it is a less intensive commercial use that services local neighborhoods. This would include dental offices, light retail, and service businesses such as a fitness gym. Since the time of the 2012 rezone to C-1, the property has remained vacant land with no commercial development.

As to zoning, the parcel is surrounded on all four sides by R-3 zoning. Single-family homes surround the property on the north, east, and south side. To the west is a large church parcel.

City Services: City water and sewer are already located on site. They are located along Edzell Avenue, which is the road running down the center of the project.

Traffic, Access & Streets: Access to the subdivision is via Willis Road and also through the Stonehaven Subdivision to the south. Curb/gutter/sidewalk are already constructed along Edzell. Road Improvements along Willis Road will need to be completed prior to final plat.

Development Agreement: A rezone request generally requires a Development Agreement ("DA"). The proposed DA Modification will have the following provisions:

- a. 7.3 acres of the total 11 acres are to be rezoned M-F Multi-Family. The remaining 3.7 acres to remain C-1 zoning.
- b. Developer shall improve the parcel as generally shown in the Concept Plan attached to the DA.
- c. In the M-F zoned portion of the parcel Developer may develop up to 84 townhome lots, defined in the Middleton City Code as "Single Family Attached."
- d. Any future preliminary plat application must include a special use permit application for townhomes/single family attached in compliance with MCC 5-4-1 Table 1.
- e. Developer will be required to submit a Traffic Study at the time a land use application is submitted. The Traffic study will include, at the very least, the intersections of Willis & Hartley and Hartley & 44 per the current DA in addition to any other intersections deemed necessary by the City Engineer.
- f. Upon development, the Developer will improve all street frontages and dedicate improved right of way to the City.
- g. Upon development, the Developer will pay all proportionate share traffic fees as determined by the Traffic Study.

Comprehensive Plan & Findings Required for Approval or Denial of Applications: Per Middleton City Code 1-14-2, the City Council must make a reasoned statement explaining the basis for their decision. If the City Council chooses to deny the applications, City Council must identify what Applicant can do to gain approval. In order to make a reasoned statement, City Council must specifically consider the following:

1. Does the rezone/DA Mod have a demonstrably adverse effect on the delivery of City services (sewer & water)?
2. Is the Rezone/DA Modification "in harmony" with the Comprehensive Plan or "in conflict" with the Comprehensive Plan? If it is in harmony, then the applications should be approved. If it is in conflict, then the applications should be denied.

Comprehensive Plan & Findings (continued):

Because City services are already on site, the City Council is left with considering only whether the rezone/DA Mod is in harmony with the Comp Plan or in conflict with the Comprehensive Plan. To decide this, Council should look to the Goals and Strategies outlined in the 2019 Comprehensive Plan.

Planning Staff finds that the Rezone/DA Modification is both “in harmony” and “in conflict” with the Comprehensive Plan. The decision of the Council may come down to how much weight and consideration the Council gives to one “Goal” over another. For instance, the Comprehensive Plan has Goals to promote commercial development, a diverse economy, and employment opportunities for residents. (Goals 7 and 8 in the 2019 Comprehensive Plan). Additionally, City Council may find that keeping the parcel at C-1 instead of M-F will manage the intensity of development and stabilize property values and tax rates. (Goal 4.) Adding C-1 neighborhood commercial also promotes a “small town feel.” (Goal 4). In light of these goals, the rezone/DA Mod application may be in “conflict” with the Comprehensive Plan because it is substituting townhomes for commercial uses.

However, the Comprehensive Plan also calls for (1) a variety of housing types and lot sizes, (2) multifamily and higher density housing near schools, transit stations and commercial areas, and (3) buffers between commercial and residential uses. (Goals 4 and 11 of the 2019 Comprehensive Plan). In this instance, the Rezone/DA Modification would appear to be “in harmony” with the Comprehensive Plan.

Again, the decision may come down to how much weight Council gives to one “Goal” over another “Goal.”





Comments Received from Surrounding Landowners: One written comment came in today, so it was not in the Council Packet uploaded last Monday. Ex. "A" is the June 16, 2021 opposition letter from Shawn Maybon. Mr. Maybon emailed the letter to every Council Member today, so you had early access to the letter and the ability to read the letter prior to this hearing.

Also, at the P&Z hearing on the application, there were public participants who made comments. They stated concerns over the effect of high density townhomes on traffic and city services. Crowded roads appeared to be the main concern.

Comments from Agencies: As to agency comments, COMPASS made the following conclusion: "The proposal provides a mix of residential and commercial, which can mitigate the impact of increased traffic. There are no plans for public transportation to this location.

A July 8, 2021, email from Black Canyon Irrigation stated that the District requires an easement for their ditches, and proper irrigation and drainage must be provided.

A June 6, 2021, analysis from ITD found that the proposed subdivision of 82 townhomes will impact the intersection of Hartley Road and Highway 44, which is already deemed a "failing" intersection and in need of a signal control. ITD estimates the cost of the signalized intersection of Highway 44 and Hartley Lane is \$1,181,233.



Applicant Information: Application was received and accepted on April 5, 2021. The Applicants are Todd Campbell/Jay Walker P.O. Box 140298, Boise ID 83714.

Notices & Neighborhood Meeting:

Dates:

Newspaper Notification	05/30/2021
Radius notification mailed to adjacent landowners within 300'	05/28/2021
Circulation to Agencies	05/28/2021
Sign Posting property	05/28/2021
Neighborhood Meeting	03/16/2021

Applicable Codes and Standards:

Idaho State Statute Title 67, Chapter 65
Middleton City Code 1-14, 1-15, 1-16, 5-1, 5-2, 5-3, and 5-4.



Conclusions and Recommended Conditions of Approval:

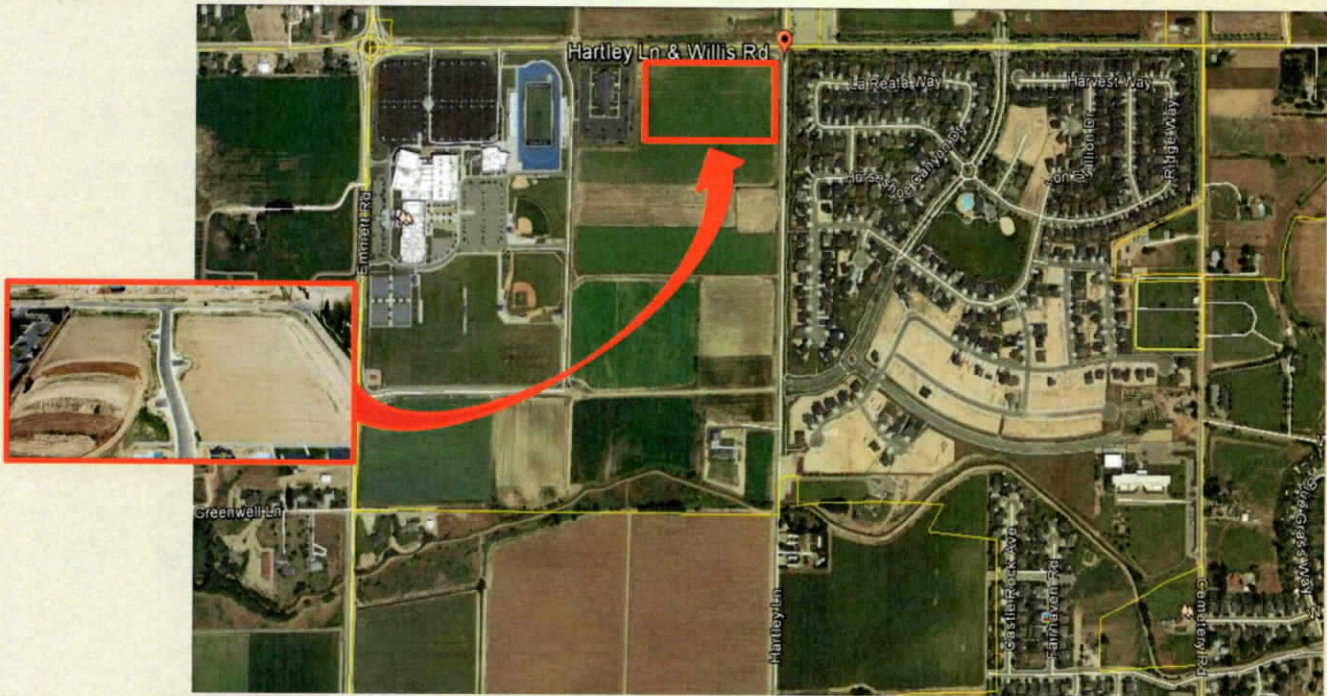
The Planning & Zoning Commission considered the Rezone and DA Modification application at a May 10, 2021 public hearing on the matter. The Planning & Zoning Commission denied the applications, stating that the high density townhomes were not appropriate for that location.

Now, the City Council is tasked with issuing a reasoned statement for its approval or denial of Applicant's Rezone & DA Modification applications. Specifically, City Council must determine whether the application requests are "in harmony" or "in conflict" with the Middleton Comprehensive Plan.

If the Council decides to deny the applications, State law requires the Council to identify what measures, if any, Applicant can take to gain approval.

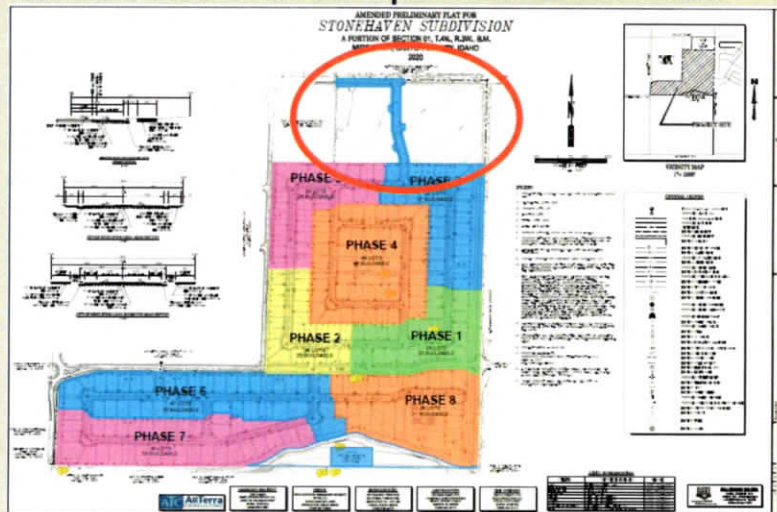
If Council is inclined to approve the applications, Planning Staff does not recommend any conditions of approval because any provisions that are necessary for future development are contained in the DA and/or handled by City Codes and Standards.

Prepared by Roberta Stewart – City Planner 6/16/2021



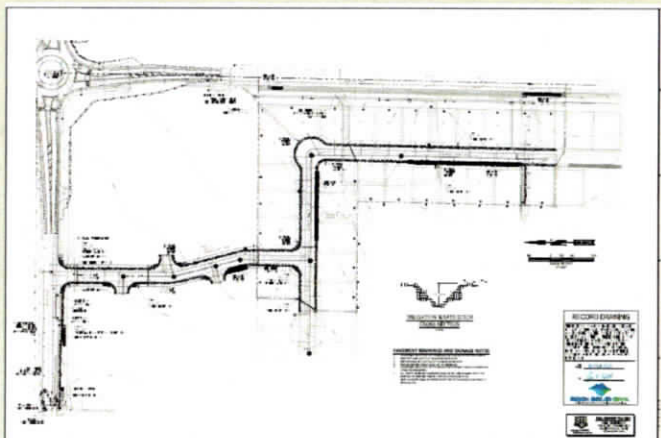
Stonehaven 12.5ac - Overview

Representing Paul Watson (Falkirk Holdings, LLC) & Todd Campbell Construction (TCCH, Inc), AllTerra Consulting is seeking to Rezone a portion of the existing commercial (C-1) zoned parcel R3444301300 in the northeast corner of the Stonehaven Subdivision southwest of Hartley Ln/Willis intersection to multi-family (M-F). Also, we are proposing the amendment of the current Development Agreement consistent with this partial residential use. This rezone & development agreement modification complies with Middleton's Comprehensive Plan and Land Use Map. The request also meets City codes and specifications.



SH 12.5ac - Request Summary

- Stonehaven 12.5ac is currently zoned entirely C-1 but we heard in meeting that Neighbors/Community Members unanimously want a transitional use to blend the R-3 with C-1 (neighborhood commercial) uses along Willis & Hartley.
- SH12.5 meets the desired transitional use for the surrounding R-3 uses to the north, east & south
- Complies with Middleton's Comprehensive Plan and Land Use Map which shows "residential use" for this area.
- Owners' proposal retains approx. 4 acres in the existing neighborhood commercial (C-1) zone along Willis & Hartley Ln arterials but rezones the southern portion approx. 8 acres to multi-family (M-F) townhomes single- family/owned dwelling units providing a transition to the existing R-3 surrounding single family residential subdivisions.
- All City Services stubbed to property
- Access exists on Willis/Edzell Roads
- Complete streets including sidewalks along Willis & Hartley for our kids – MHS happy
- Black Canyon Irrigation resolved - easements



SH 12.5ac – P&Z Summary

Planning & Zoning Commissioners made the following comments regarding Stonehaven Subdivision & the development team:

- This developer and consultant team creates some of the nicest subdivision/homes in Middleton,
-has bent over backwards to support and comply with the City, and
-developer's and consultant team's similar townhomes projects in Star/Eagle are beautiful and high quality.

Planning & Zoning acknowledgements:

- With SH12.5ac M-F addition, residential **transition** is assured
-, expensive land would be **donated** to the City to improve Willis and Hartley (incl. intersection); Will contribute to **improving** Hartley & SH 44 intersection
- ...Traffic will be **minimized** with zoning of M-F and C-1 versus ALL C-1 commercial
- ...Sidewalks along Willis and Hartley will be connected improving the **safety** of pedestrian traffic (especially kids to and from church and school)
- The market **will support** this build providing more options for families

SH 12.5ac – P&Z Summary

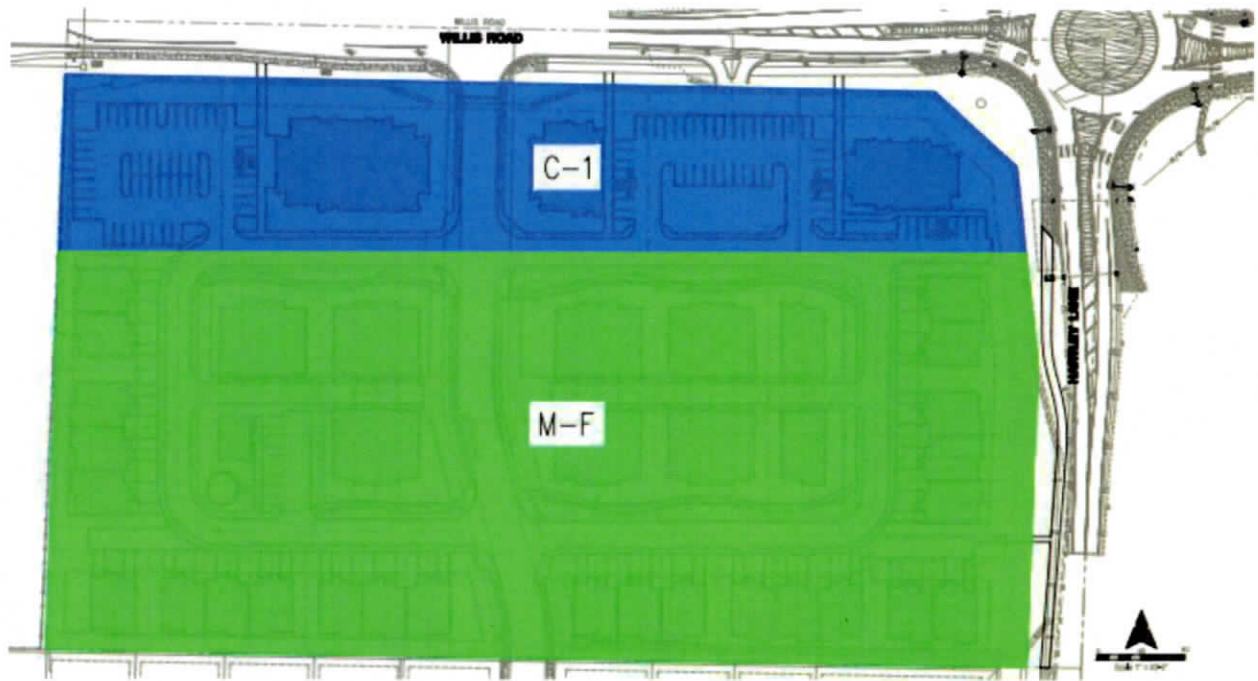
Planning & Zoning denied the application making comments like:

- We should just kick this down the road for now...
- It just isn't the "right time"...
- We really want more commercial in this area
- We can't let the market determine what we do
- I don't like townhomes...

Without Stonehaven 12.5ac Development:

- C-1 commercial zone will push for commercial and less residential, if any
- Traffic more likely to increase with commercial development
- Expansion of Willis and Hartley including the needed ROW for an intersection improvement will not be donated (or sold to the City) leaving a dangerous, congested intersection uncontrolled.
- Additional funds useful to improve the Hartley and SH44 intersection will not be provided
- Sidewalk connectivity to the local church and school will not be provided
- High quality, more reasonable housing will turn into more commercial & industrial areas – judging townhome buyers as undeserving of living in "nicer areas"
- Land will become even more valuable as commercial ground is sold to possible aggressive commercial developers – commercial development timelines are uncertain & market driven

SH 12.5ac - Proposed M-F Rezone Area



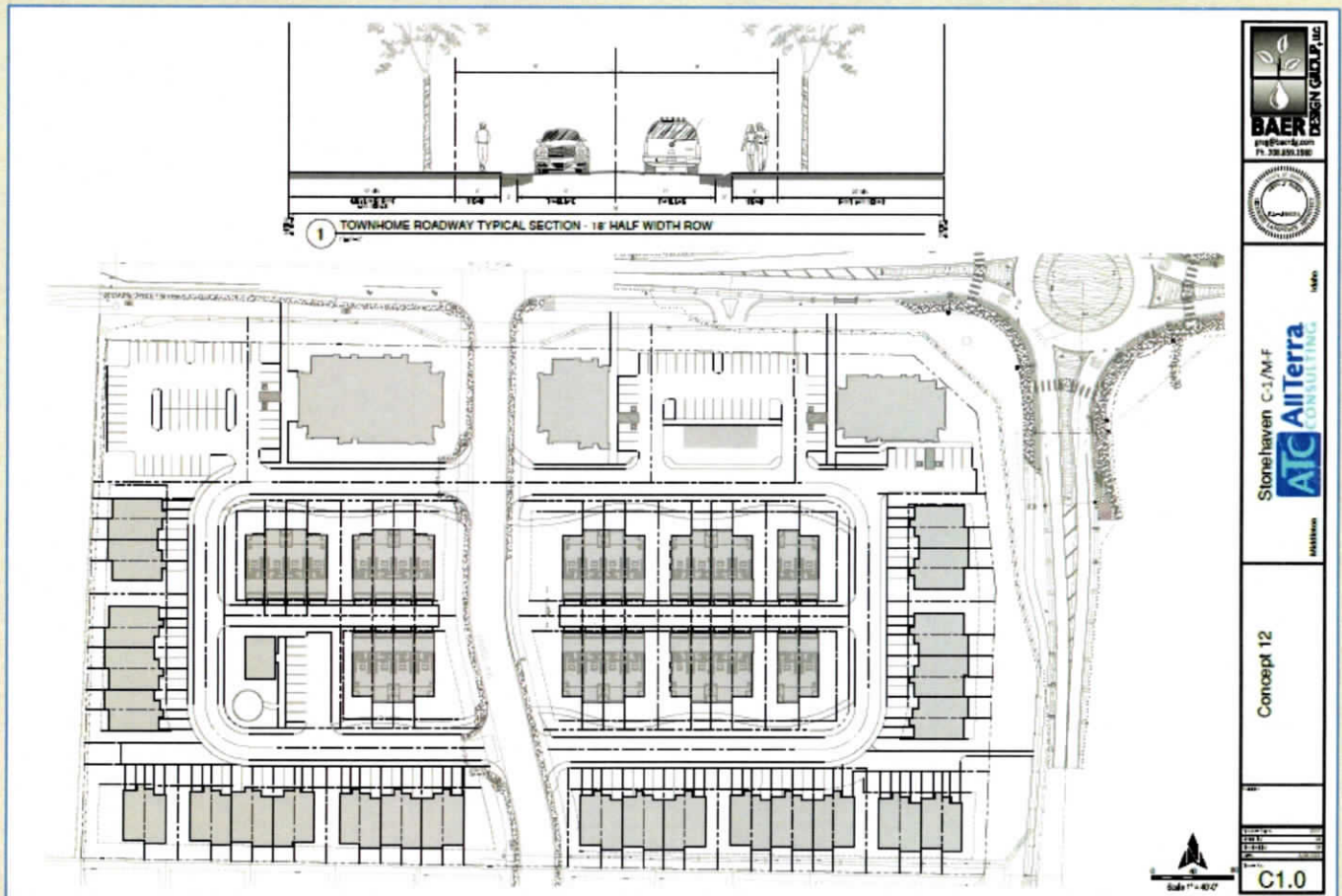
Stonehaven Mixed Use
ATC AllTerra
CONSULTING

Map Series

Zoning Exhibit

EX-1

SH 12.5ac - Final Design Concept Layout



SH 12.5ac - Final Concept Layout



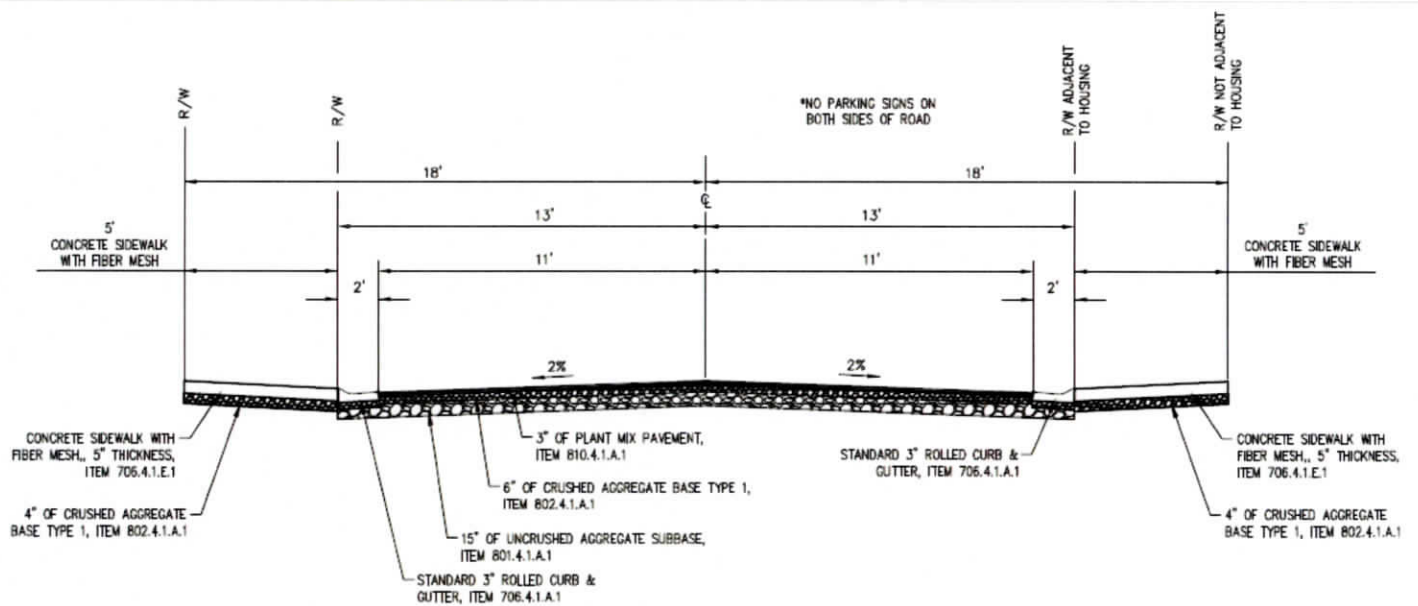
Stonehaven | C1/M-F



Color Plan

C1.0

Townhome Roadway Typical Section - 18' Half Width ROW

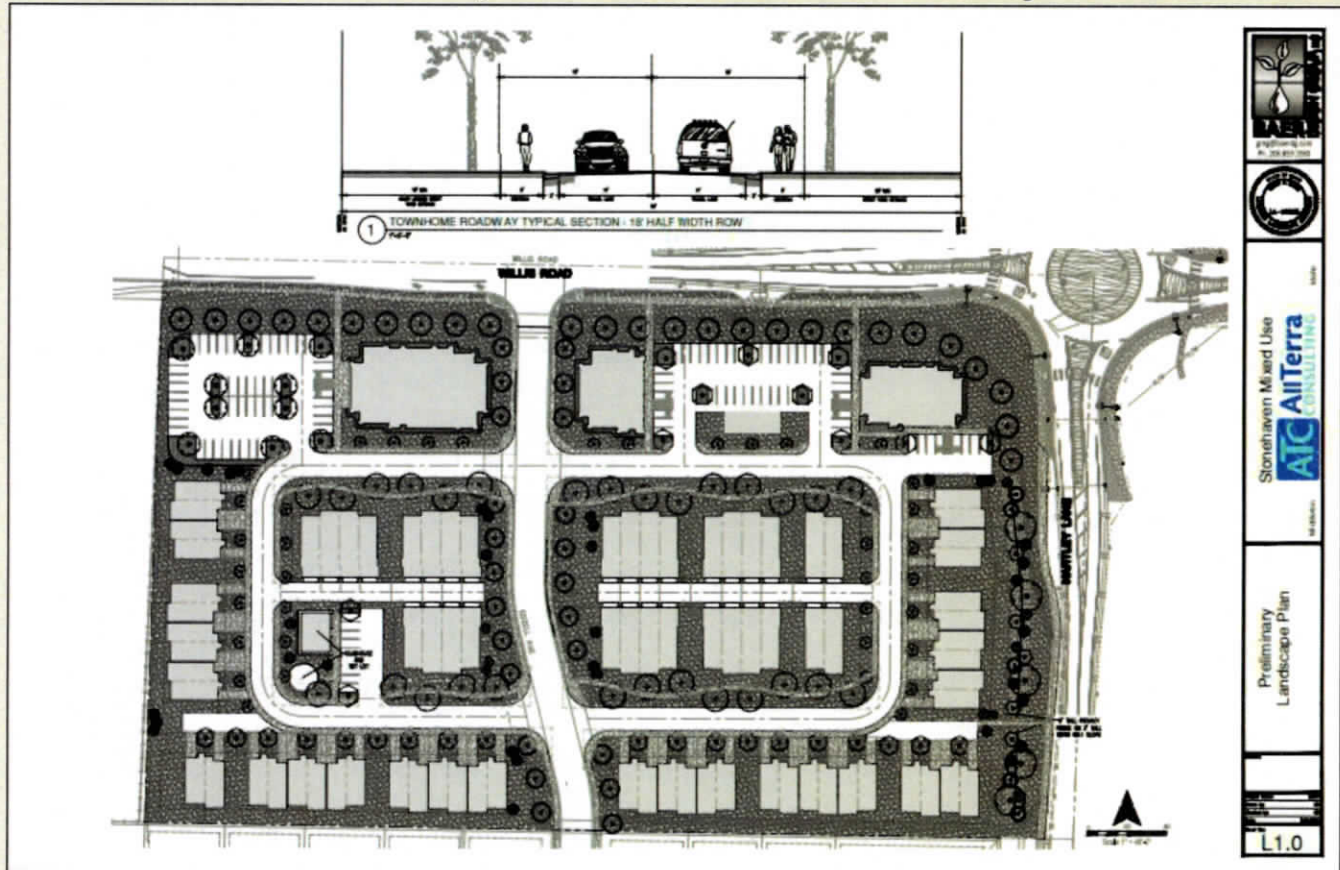


City of Middleton
Townhome Roadway Typical Section - 13' or 18' Half Width ROW

NOT TO SCALE

Public roads for internal circulation based on the City's above typical section.

SH 12.5ac - Proposed Landscape Concept



- Proposed amenities include community center, tot lot, walking paths and green space

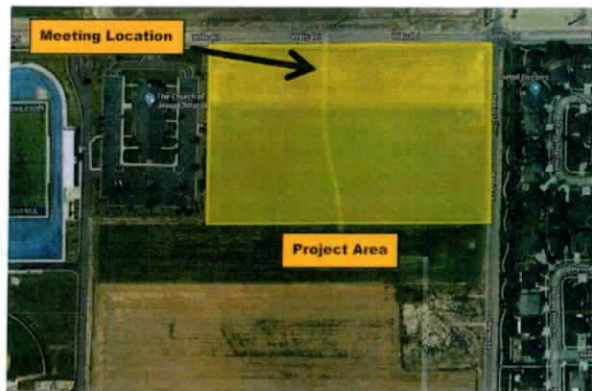
Neighborhood Meeting

Neighborhood Meeting Notice

March 16, 2021

Subject: Stonehaven 12.5 – Commercial and Residential Development in Middleton, Idaho

The Rezone, Development Agreement Modification, and Preliminary Plat applications will soon be submitted to Middleton City Planning & Zoning for parcel No. R3444301300 located at the Southwest corner of Willis Rd and Hartley Ln in Middleton, Idaho. The owner desires to apply for entitlement on the approx. 12.5-acres for residential and commercial development purposes. The exhibit below depicts the "project area" in yellow. The meeting will be held on-site located at 0 Hartley Ln, Middleton, ID 83644.



A meeting has been scheduled to provide the opportunity for you to meet with project representatives, to review this proposal in greater detail, and ask questions.

Date: Tuesday, March 16, 2021
Time: 6:00-7:00 P.M.
Location: Project Site
Address: 0 Hartley Ln, Middleton, Idaho 83644

If you have questions prior to the meeting, please contact Jay Walker.

Alterra Consulting, 208-484-4479 or jwalker@alterraconsulting.com

Alterra Consulting
www.alterraconsulting.com

849 E. State St, #104, Eagle, Idaho 83616
Tel. (208) 484-4479

Date and Time: March 16th, 2021 from
6:00PM – 7:00PM

Location: On site at Access Point

Attendees: 18 people from surrounding
Stonehaven and West
Highlands Subdivisions

Comments/Notes: interested in more
residential & transitional
use. Build nice product
that will help appreciate
home values in the
area.

Stonehaven 12.5ac C-1/M-F: aerial photo of existing conditions



Stonehaven 12.5ac – flyover of existing conditions on site today



SH12.5ac Proposed DA Modification

Recording Requested By and
Whom Recorded Parties to:

Planning and Zoning Administrator
City of Middleton
P.O. Box 487
1169 W. Main St.
Middleton, Idaho 83644

For Recording Purposes Do
Not Write Above This Line

SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement (this "Development Agreement"), made and entered into on the date as indicated herein, by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho ("Middleton") and Falkus Holdings, LLC, an Idaho limited liability company ("Applicant") are sometimes referred to herein, as the contract parties, as ("Applicant"). Upon recording of this Development Agreement, this certain Development Agreement recorded in the real property records of Canyon County, Idaho on March 16th 2018, as instrument number 2018-010809 (the "First Restated Development Agreement") was amended and of no further force or effect. Then a First Amended and Restated Development Agreement replaced the Original Development Agreement recorded in the real property records of Canyon County, Idaho on October 24, 2012, as instrument number 2012-047137 (the "Original Development Agreement") which shall be amended and of no further force or effect.

RECITALS

WHEREAS, Applicant is the owner of record of certain real estate consisting of approximately 12.5 acres (minus any all public ROW dedications) located on the southeast corner of Willis and Hartley Road near the address of 23565 Hartley Lane, Middleton, Idaho 83644 (the "Property"), as specifically described in the attached legal description (Exhibit A) referred to in Canyon County Assessor's records as Parcel No. R34443, and as shown on the Concept Plan (Exhibit E); and

WHEREAS, Applicant has applied to the City by application to rezone a portion of the Property from C-1 (Neighborhood Commercial) to single and/or multi-family (MF) that portion being the property legally described in Exhibit E (the "MF Property"), identified as Middleton Rezoning Application No. _____ and which is subject to an application for modification of development agreement (DA Mod) identified as Middleton _____ Development Agreement Modification; and

Page 1 of 3

ARTICLE III CONDITIONS ON DEVELOPMENT

- 3.1 Applicant will develop the Property subject to the conditions and limitations set forth in this Development Agreement. Further, Applicant will submit such applications regarding design review, preliminary and final plat reviews, and/or any conditional use permits, if applicable, and any other applicable applications as may be required by the Middleton City Code, which shall comply with the Middleton City Code, as it exists at the time such applications are made except as otherwise provided within this Agreement. Should the Middleton City Code be changed between the time of the approval of this Development Agreement and the applications referenced in this section 3.1, no such changes shall prevent the Applicant from developing the type and number of units as shown on the Concept Plan.
- 3.2 Applicant will develop substantially as shown in The Concept Plan (Exhibit A). As the Concept Plan evolves, the City understands and agrees that certain non-material changes in that concept may occur or be required through the remaining entitlement and design details for full approval.
- 3.3 The Commercial area is to be developed with a combination of product uses per City Code "Official Schedule of District Regulations" under the C-1 zoning designation except as limited in Section 3.4, below.
- 3.4 Except for the limitations and allowances expressly set forth above and the other terms of this Agreement, the portions of the Property remaining zoned as C-1 can be developed and used consistent with the C-1 District land uses allowed by the City Code "Official Schedule of District Regulations", existing at the time a design review application or conditional use permit application (whichever the case may be) is made for individual building use. All uses shown as "A" allowed under the C-1 zoning designation within Middleton City Code Section 14-1 "Official Schedule of District Regulations", shall be considered permitted uses and all uses shown as "S" special uses under the C-1 zoning designation shall require a special use permit.
- 3.5 The MF Property is to be developed with not more than eighty-four (84) individually planned Townhouse products as shown on the Concept Plan.
- 3.6 City agrees and affirms that the use "Townhomes" shall be allowed without further application. Any other use of the MF Property shall require an application for modification of this Development Agreement and whatever additional use permit applications are required by Middleton City Code Section 14-1 "Official Schedule of District Regulations".
- 3.7 Along with the application for Preliminary Plat approval, Applicant will provide a Traffic Impact Study (the "TIS") which will show the impact on the intersection of Willis and Hartley, and Hartley and SR-44. A condition of approval of said Preliminary Plat will be

Page 1 of 3

that the Applicant shall pay for the reasonably, proportional share of actual development improvement costs for said impact areas, the timing of which payments to be negotiated as part of the application for Preliminary Plat but fees shall not be payable later than after 50% of the permits being issued for the Property.

- 3.7 Applicant, as part of an approved Preliminary Plat, will include improvements to street frontages and right of way dedications to the City as shown on any Preliminary Plat application or modifications thereto as a condition of development.

SH 12.5ac – DA Mod Summary

- Application will develop the property subject to the conditions and limitations set forth in this Development Agreement for types and number of units as shown on the Concept Plan presented with this application – 4 C-1 Neighborhood Commercial & 84 M-F Multi Family Residential Townhome units
- Applicant will develop substantially as shown in the “Concept Plan – Exhibit “A” submitted as a part of this application and provided with this presentation.
- Commercial area is to be developed with a combination of product uses per City Code “official Schedule of District Regulations” under the C-1 zoning designation except as limited in Section 3.4
- All uses shown as “A: allowed under the C-1 zoning designation within Middleton City Code Section 5-4-1 “official Schedule of District Regulations” shall be considered permitted uses and all uses shown as “S” special uses under the C-1 zoning designation shall require a special use permit.
- M-F zoned property is to be developed with not more than eighty-four individually platted townhome products as shown on the concept plan.
- City agrees and affirms that the use “Townhome” shall be allowed without further application.
- Along with the preliminary plat approval, applicant will provide a TIS for scoped area immediately impacted by SH12.5ac including Willis/Hartley and Hartley/SH44 intersections.
- Applicant, as part of an approved Prelim Plat, will include improvements to street frontages and ROPW dedications to the City as shown on the final “Concept Plan” or Preliminary plat or modifications thereto as a contrition of development.

Similar Townhome Development of the Owner/Development Team (Pinewood Lakes – Star, Idaho)



Similar Townhome Development of the Owner/Development Team

(Pinewood Lakes – Star, Idaho)



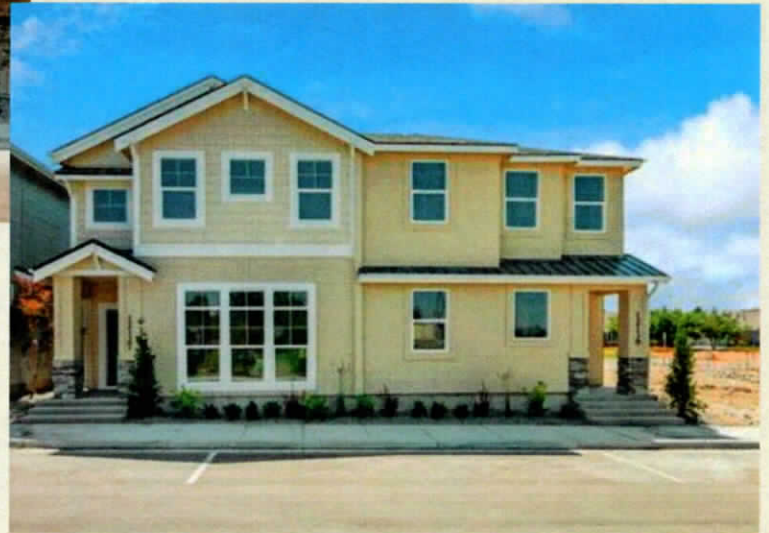
SH12.5ac Townhome and Layout - concept product (similar)



SH12.5ac Townhome and Layout - concept product (similar 2)



SH12.5ac Townhome and Layout - concept product (similar 3)



SH12.5ac Townhome and Layout - concept product (similar 4)



SH12.5ac Townhome and Layout - concept product (similar 4)



SH 12.5ac C-1/M-F Summary

STONEHAVEN 12.5ac SUBDIVISION will:

- **Infill a prominent corner of Middleton City next to public services**
- **Meet desires of both Neighbors and Owners to be transitional & consistent with residential surrounding area uses**
- **Provide improvements to infrastructure – sidewalk connectivity to adjacent church & school, widen streets, complete utility connections and provide landscape buffers to Willis & Hartley tying into surrounding buffers to west and south**
- **Connect to utilities stubbed to the property providing additional revenue to the City**
- **Provide upscale, variety townhome product as well as advance possible Neighborhood Commercial uses for community options**
- **Be compliant with all City and agency requirements**
- **Generate revenue for the local economy**

*****We ask for your recommendation of approval!**

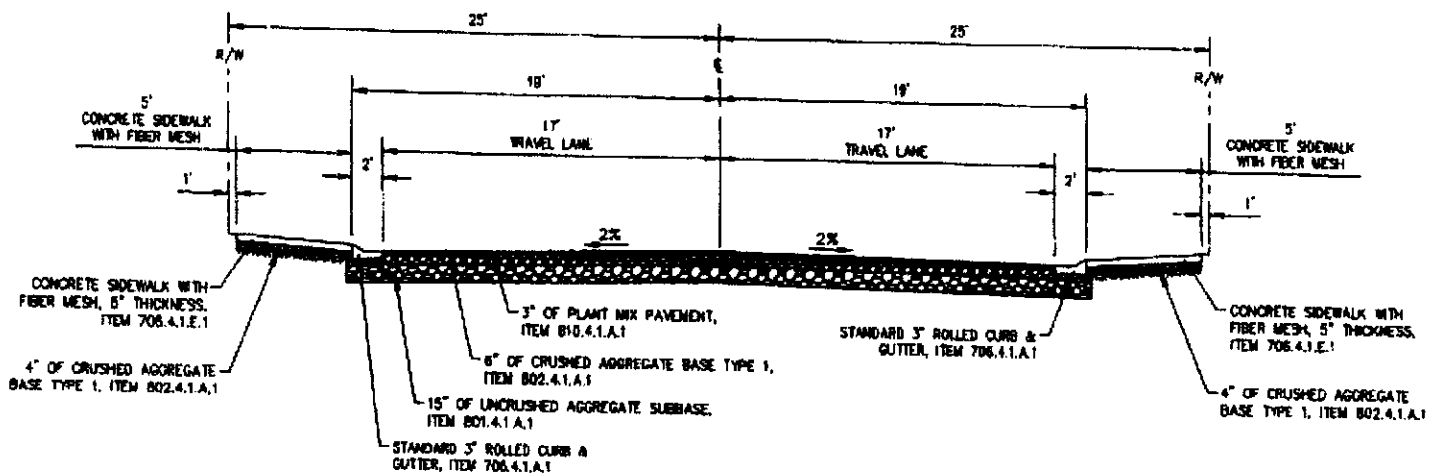
Questions?



Stonehaven 12.5ac

- Extra Slides

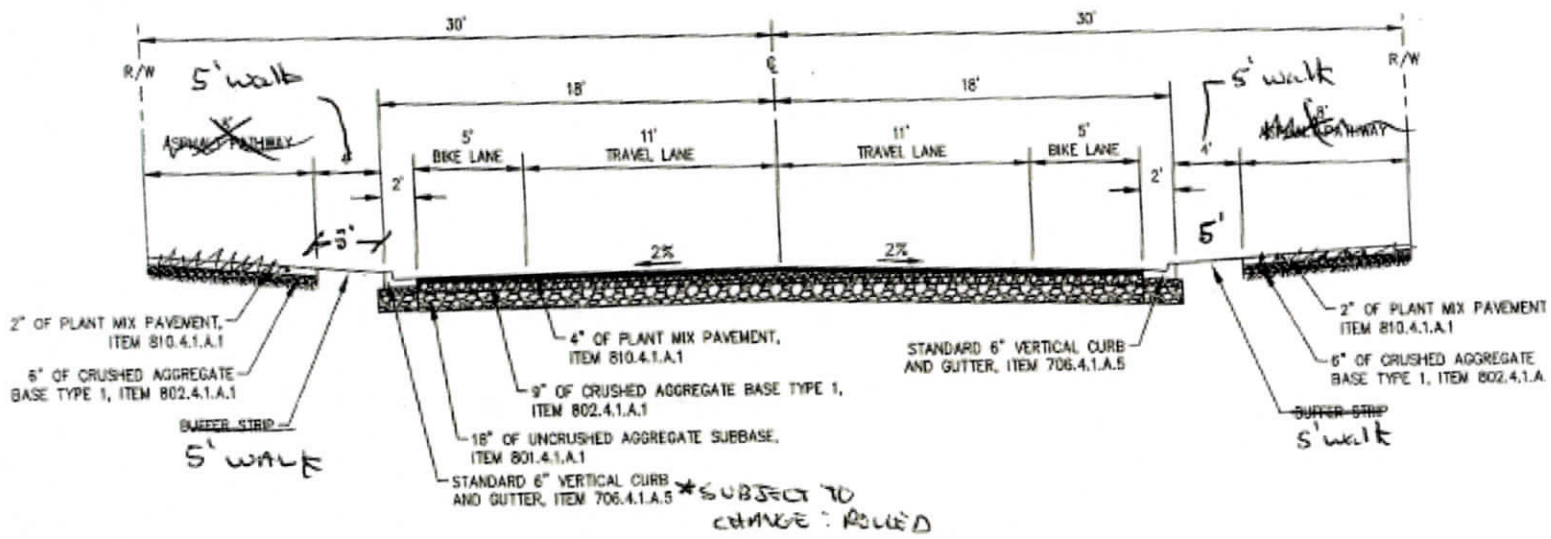
City Local Roadway Typical Section - 25' Half Width ROW



City of Middleton
Local Roadway Typical Section - 25' Half Width ROW

NOT TO SCALE

City Local Collector Roadway Typical Section - 30' Half Width ROW



City of Middleton
Local Collector Roadway Typical Section - 30' Half Width ROW

NOT TO SCALE

1b

**MIDDLETON CITY COUNCIL
JUNE 22, 2021**

The Middleton City Special Council meeting on June 22, 2021 was called-to-order at 1:09 p.m. by Council President Kiser.

Roll Call: Council President Kiser was present, Mayor Rule, Council Members Huggins, Garner and were all present via telephone. Council member O'Meara was absent

Pledge of Allegiance, Invocation: None

Action Items

1. Consider approving the appointment of Bruce Bayne to the City of Middleton Impact Fee Advisory Committee per City Code: 1-16-10-A.—Mayor Rule

Mayor Rule: the city needs to have staff representation on the committee. He recommends the appointment of Bruce Bayne, Public Works Director.

Motion: Motion by Council President Kiser appoint Bruce Bayne to the City of Middleton Impact Fee Advisory Committee per City Code: 1-16-10-A. Motion seconded by Council Member Garner and approved unanimously.

2. Consider approving bid from Core & Main for the Hartley Sewer Pipe Procurement in an amount not to exceed \$504,260.40 – Bruce Bayne

Bruce Bayne presented the procurement sheets for the Hartley Sewer Pipe project. He remarked that Ferguson was the lowest bid but they didn't include a company invoice—which was a required document—therefore their low bid was invalid. The next lowest bid was received from Core & Main in an amount not to exceed \$491,666.00 (incorrect amount was listed on agenda). This project has a window of allowed construction during the winter months. There will be a separate contractor to complete the installation of the pipe.

Comments/Questions:

President Kiser: Why was there a need for a special meeting for this bid? Answer: two reasons: 1. to ensure that the materials are available when needed 2. prices are increasing weekly, and bids are only good for a limited time. Kiser asked if the product would be locked up until the time of construction. Bruce indicated that the pipe will be stored behind the fence at the city shop.

Council Member Garner: Comment: he confirmed that there is a shortage of plastic in the industry he works in so he felt it was good to purchase while the product is available.

Council Member Huggins: Indicated that the city needs to make decisions on the information they currently have. She expects that we will see more of these special meetings in order to acquire the materials needed while they are available.

Mayor Rule: Acknowledged the comments and stated that crunch time for this project this fall during the allowed construction window may be difficult to meet if the city doesn't already have the materials needed.

Motion: Motion by Council President Kiser approve the bid from Core & Main for the Hartley Sewer Pipe Procurement in an amount not to exceed \$491,666.00 and to authorize Bruce Bayne to sign any documents related to this pipe procurement. Motion seconded by Council Member Huggins and approved unanimously

Public Comment:

None.

Mayor Comments, Council Comments:

Council President Kiser:

Mayor Rule:

Council Member Huggins:

Council Member Garner:

Council Member O'Meara:

Adjourn: Council President Kiser adjourned the special city council meeting at 1:21 p.m.

ATTEST:

Steven J. Rule, Mayor

Rhonda Carpenter, Deputy Clerk
Minutes Approved: July 7, 2021

1e

Middleton City Council

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



In the Matter of the Request of Todd Campbell and Jaylen Walker (the “Applicant”) for Rezone and Development Agreement Modification of the 11.18 acre Stonehaven Commercial project located at the intersection of Willis Road and Hartley Lane (Tax Parcel No. 34443013) (the “Property”):

A. Findings of Fact: The Middleton City Council accepts the facts as outlined in the staff report (incorporated herein by this reference and made a part hereof as if set forth in full, a copy of which is attached hereto as Exhibit A), public testimony, and applicant submittals, as set out below. Additionally, all city ordinances, standards and codes were used in evaluating the application.

1. Hearing Facts:

- i. The Development Agreement and C-1 Zoning have been in place on the property since 2012. The property Owner was the person who requested and applied for the 2012 Development Agreement.
 - ii. The Property is approximately surrounded by R-3 single family homes and would require use of already overly burdened City services and roads, including Hartley Lane and Middleton Road.
 - iii. Additionally, see the facts outlined in the Staff Report for the hearing date of June 16, 2021, which Report is attached hereto as Exhibit “A” and incorporated herein by this reference.
2. Procedural Status and Planning and Zoning Commission Recommendation: See the facts outlined in the Staff Report for the hearing date of June 16, 2021, which Report is attached hereto as Exhibit “A” and incorporated herein by this reference.
3. Application and Property Facts: See the facts outlined in the Staff Report for the hearing date of June 16, 2021, which Report is attached hereto as Exhibit “A” and incorporated herein by this reference.

B. Conclusions of Law: The Middleton City Council has the authority to hear this case and order that it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirement of Idaho Code and City ordinances. Specifically, based upon the findings of fact, the Middleton City Council finds the following:

1. That the City of Middleton has the authority to exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code

(I.C. §67-6503).

2. That the City of Middleton properly exercised said authority.
3. That due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction and comment(s) received in written form and through public testimony.
4. That notice of the application and public hearing were given according to law.
5. That Planning and Zoning Commission's and City Council's public hearings were conducted according to law, and the City has kept a record of the application and related documents.
6. That codes and standards applicable to the applications are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4.
7. That the Development Agreement applicable to the property and the property's C-1 Zoning have been in place on the property since 2012.
8. That Townhomes are inappropriate for the specific area because they are surrounded by R-3 single family homes and because, at that specific location, townhomes create a density that may overly burden City services and roads, including Hartley Lane and Middleton Road.
9. That Townhomes are in conflict with Goals 4, 7, and 8 of the 2019 Middleton Comprehensive Plan because they detract from the City's goals to promote commercial development, a diverse economy, and employment opportunities for residents, and that creating commercial development is more important at this location than creating diverse housing opportunities.
10. That, given the foregoing, the application is in conflict with the Middleton Comprehensive Plan.

C. Order of Decision:

Pursuant to the City Council's authority as provided in Middleton City Code 1-5-2, and based upon the Findings of Fact and Conclusions of Law, the Mayor and City Council hereby order that the request for Rezone and Development Agreement Modification of the 11.18 acre Stonehaven Commercial project located at the intersection of Willis Road and Hartley Lane (Tax Parcel No. 34443013) is hereby denied.

D. Modifications Presently Necessary to Gain Approval

Applicants may be able to gain approval of the applications if they were to keep some C-1

Commercial property and provide R-3 housing instead of townhomes. Alternatively, the Applicants may be able to gain approval of the application if the Applicants increased the area dedicated to Commercial uses, decreasing the number of townhome lots.

E. Right to Request Regulatory Taking Analysis

The Applicants are hereby notified of their right to request a regulatory taking analysis pursuant to section 67-8003, Idaho Code.

WRITTEN ORDER AND DECISION APPROVED ON: July ____, 2021.

Steven J. Rule, Mayor
Middleton City Council

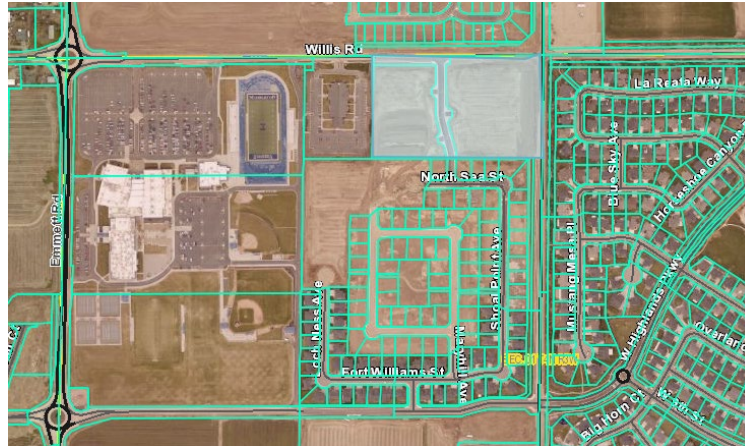
Attest:

Roberta Stewart
Planning and Zoning Department



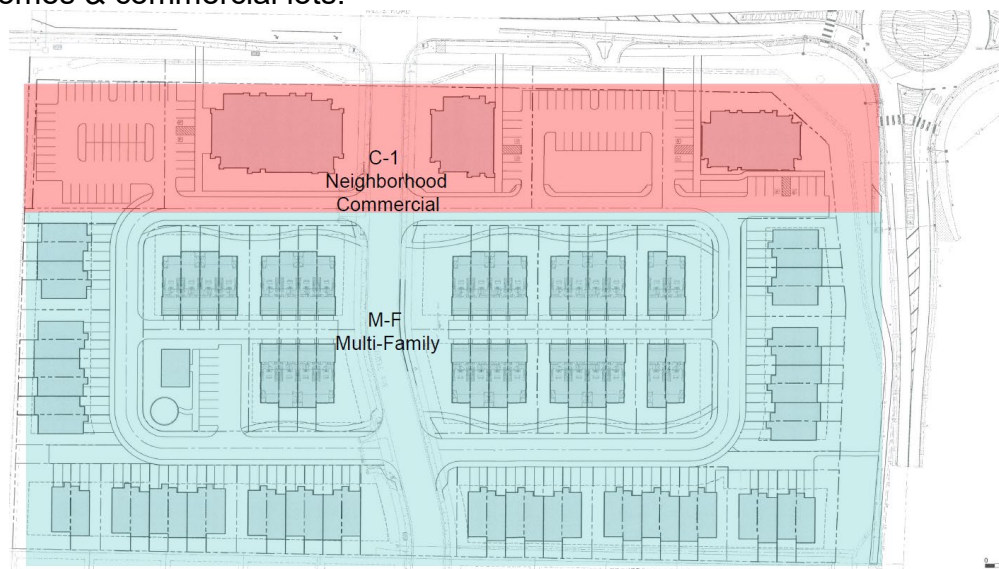
STAFF REVIEW AND REPORT Middleton City Council

Stonehaven – 11+ acre Commercial Parcel Rezone & Development Agreement Modification



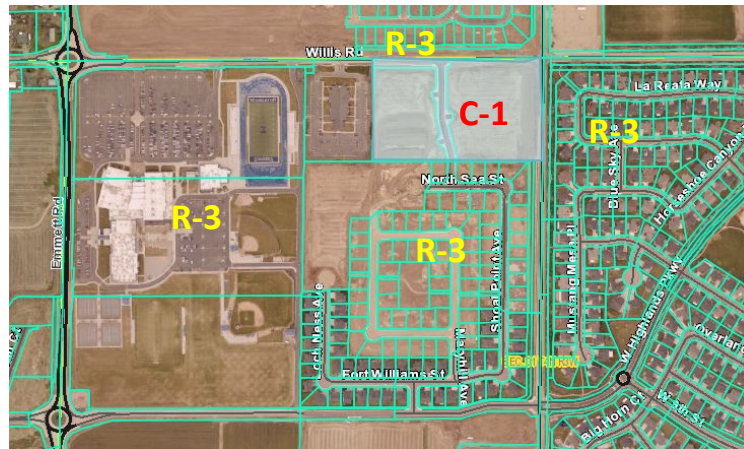
- A. City Council Hearing Date:** June 16, 2021
- B. Application Request and Project Description:** Request for Rezone and Development Agreement Modification of 11+ acre parcel adjacent to the Stonehaven Subdivision (Tax Parcel No. 34443013 – 0 Hartley Lane.) Applicant is requesting rezone from C-1 Neighborhood Commercial to M-F Multi-Family for 7.3 acres of the 11 acres. The remaining 3.7 acres are to remain C-1 along the frontage of Willis Road.

Applicant is also requesting a modification to the current Development Agreement to allow future preliminary plat and development of up to 84 townhomes in the M-F zone. Applicant has submitted a concept plan showing the potential future development of townhomes & commercial lots.

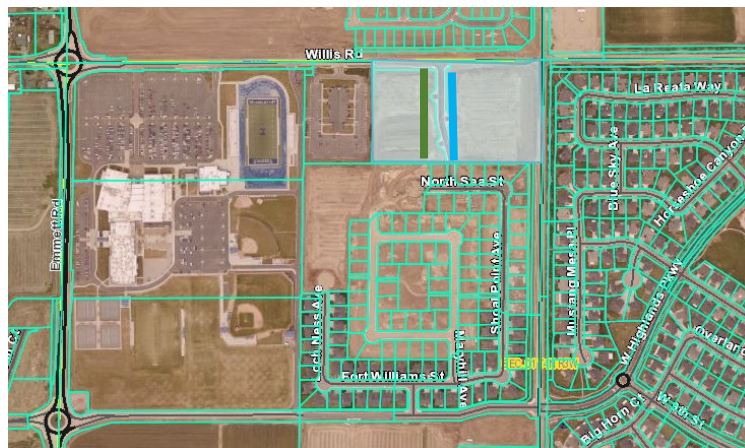


- C. History and Current Zoning:** In 2012, the current owner of the property had requested a rezone from R-3 to the current zoning of C-1. C-1 zoning is “Neighborhood Commercial”, and it is a less intensive commercial use that services local neighborhoods. This would include dental offices, light retail, and service businesses such as a fitness gym. Since the time of the 2012 rezone to C-1, the property has remained vacant land with no commercial development.

As to zoning, the parcel is surrounded on the north, east, and south sides by R-3 zoning and single-family homes. To the west is a large church parcel.



- D. City Services:** City water and sewer are already located down the center of the parcel. Additionally, services are located immediately to the south of the parcel in the Stonehaven Subdivision.



- E. Traffic, Access & Streets:** Access to the subdivision is via Willis Road and also through the Stonehaven Subdivision to the south. The street improvements are already completed on the interior portions of the 11 acre parcel, but the frontage improvements to Willis Road are unfinished.

F. Development Agreement: A 2012 Development Agreement already exists with respect to this property. Applicant is requesting a modification to add the following provisions and delete existing provisions in conflict with these seven provisions:

- a. 7.3 acres of the total 11 acres to be rezoned M-F Multi-Family. The remaining 3.7 acres to remain C-1 zoning.
- b. Developer to improve the parcel as generally shown in the Concept Plan to be attached to the modified DA.
- c. In the M-F zoned portion of the parcel, Developer may develop up to a maximum of 84 townhome lots, which are defined in the Middleton City Code as “Single Family Attached”, and development must occur in compliance with all dimensional standards and other provisions of the Middleton City Code at the time of building permit issuance.
- d. Any future preliminary plat application must include a special use permit application for townhomes in compliance with MCC 5-4-1 Table 1.
- e. Developer will be required to submit a Traffic Study at the time development improvements begin. The Traffic study will include the intersections of Willis & Hartley and Hartley & Hwy 44, and any other intersections the City Engineer deems necessary.
- f. Upon development, the Developer will improve all street frontages and dedicate improved right of way to the City.
- g. Upon development, the Developer will pay all proportionate share traffic fees as determined by the Traffic Study and City Engineer.

G. Findings Required to Approve or Deny the Applications: Per Middleton City Code 1-14-2, the City Council must make a reasoned statement explaining the basis for their decision. If the City Council chooses to deny the applications, City Council must identify what Applicant can do to gain approval.

In making this reasoned statement with respect to the Rezone/Modified DA applications, Council must specifically consider the following:

1. Does the rezone/DA Mod have a demonstrably adverse effect on the delivery of City services (sewer & water)?
2. Is the Rezone/DA Modification “in harmony” with the Comprehensive Plan or “in conflict” with the Comprehensive Plan? If it is in harmony, then the applications should be approved. If it is in conflict, then the applications should be denied.

Because City services are already on site, the City Council is left with considering only whether the rezone is in harmony with the Comp Plan or in conflict with the Comprehensive Plan. To decide this, Council should look to the Goals and Strategies outlined in the 2019 Comprehensive Plan. Planning Staff finds that the Rezone/DA

Modification is both “in harmony” and “in conflict” with the Comprehensive Plan. The decision of the Council may come down to how much weight and consideration the Council gives to the “contending” Goals.

For instance, the Comprehensive Plan has Goals to promote commercial development, a diverse economy, and employment opportunities for residents. (Goals 7 and 8 in the 2019 Comprehensive Plan). Additionally, City Council may find that keeping the parcel at C-1 instead of M-F will manage the intensity of development and stabilize property values and tax rates. (Goal 4.) Adding C-1 neighborhood commercial also promotes a “small town feel.” (Goal 4). In light of these goals, the rezone/DA Mod may be in “conflict” with the Comprehensive Plan because it is substituting townhomes for commercial uses.

However, the Comprehensive Plan also calls for (1) a variety of housing types and lot sizes, (2) multifamily and higher density housing near schools, transit stations and commercial areas, and (3) buffers between commercial and residential uses. (Goals 4 and 11 of the 2019 Comprehensive Plan). In this instance, the Rezone/DA Modification would appear to be “in harmony” with the Comprehensive Plan.

Again, the decision may come down to how much weight Council gives to one “Goal” over another “Goal.”

- H. **Planning & Zoning Findings:** At the May 10, 2021 Planning & Zoning Commission, the Commission denied the applications for rezone and development agreement modification. Minutes from the Meeting are attached to this Staff Report.
- I. **Comments Received from Surrounding Landowners:** None. The Neighborhood Meeting sign in sheet noted simply that one nearby landowner was concerned about the lowering of home values and detriment caused by a gas station and/or liquor store. See sign in sheet attached to this Staff Report.
- J. **Comments from Agencies:** A May 7, 2021 analysis from COMPASS found that the mix of residential and commercial uses can mitigate the impact of increased traffic.

A July 8, 2021 email from Black Canyon Irrigation stated that the District requires an easement for their ditches, and proper irrigation and drainage must be provided.

A June 6, 2021 analysis from ITD found that the proposed subdivision of 82 townhomes will impact the intersection of Hartley Road and Highway 44, which is already deemed a “failing” intersection and in need of a signal control. ITD estimates the cost of the signalized intersection of Highway 44 and Hartley Lane is \$1,181,233.

- K. **Applicant Information:** Application was received and accepted on April 5, 2021. The Applicants are Todd Campbell & Jay Walker P.O. Box 140298, Boise ID 83714.

L. Notices & Neighborhood Meeting:	Dates:
Newspaper Notification	05/30/2021
Radius notification mailed to Adjacent landowners within 300'	05/28/2021
Circulation to Agencies	05/28/2021
Sign Posting property	05/28/2021
Neighborhood Meeting	03/16/2021

M. Applicable Codes and Standards:

Idaho State Statue Title 67, Chapter 65
 Middleton City Code 1-14, 1-15, 5-1, 5-2, and 5-4.

N. Conclusions and Recommended Conditions of Approval:

The City Council is tasked with issuing a reasoned statement for its approval or denial of Applicant's Rezone & DA Modification applications. Specifically, City Council must determine whether the application requests are "in harmony" or "in conflict" with the Middleton Comprehensive Plan.

If the Council decides to deny the applications, State law requires the Council to identify what measures, if any, Applicant can take to gain approval.

If Council is inclined to approve the applications, Planning Staff does not recommend any conditions of approval because any provisions that are necessary for future development are contained in the DA and/or handled by City Codes and Standards.

Prepared by Middleton City Planner, Robert Stewart

Dated: 6/14/2021

APPENDIX



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 & Zoning Department
Master Land Use Application

Fee Paid: \$ 1,000 1.237306 (law DA 575 12 2021)
Application Accepted by: Robert S.
Date Application Accepted: 4/5/21

OWNER/APPLICANT:

TODD CAMPBELL toddcampbell@gmail.com
Name Phone Email
P.O. BOX 140298 BOISE ID 83714
Mailing Address City State Zip Code

REPRESENTATIVE:

JAY WALKER jwalker@allterraconsulting.com
Name Phone Email
849 E STATE ST #104 EAGLE ID 83616
Mailing Address City State Zip Code

PUBLIC HEARINGS*

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

PUBLIC HEARINGS*

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

MISC. APPLICATIONS

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

MISC. APPLICATIONS

- ☐ Lot Line Adjustment***
☐ Floodplain***
☐ Time Extension***
☐ Approach Permit***

* **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.

** **Public Meetings:** Individuals have a right to observe, but 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 public hearing. A neighborhood meeting is still required.

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

Subdivision or Project Name: STONEHAVEN 12.5 Phase _____

Site Address: O HARTLEY LN Total Acres: 11.18

Tax Parcel No(s): R3444301300

Existing Zoning: R-3 Proposed Zoning: C-1

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

TODD CAMPBELL
Printed Name

16 MAR 2021
Date

[Signature]
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 & Zoning Department Master Land Use Application

Fee Paid: \$ 575 1.237306 #1000 DA \$525 repre

Application Accepted by: R. Stewart

Date Application Accepted: 4/5/2021

OWNER/APPLICANT:

TODD CAMPBELL toddcampbell@gmail.com
Name Phone Email

P.O. BOX 140298 BOISE ID 83714
Mailing Address City State Zip Code

REPRESENTATIVE:

JAY WALKER jwalker@alterraconsulting.com
Name Phone Email

849 E STATE ST #104 EAGLE ID 83616
Mailing Address City State Zip Code

PUBLIC HEARINGS*

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

PUBLIC HEARINGS*

- ☐ Development Agreement
☐ Ordinance Amendment
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☐ Variance

MISC. APPLICATIONS

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

MISC. APPLICATIONS

- ☐ Lot Line Adjustment***
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* **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.

** **Public Meetings:** Individuals have a right to observe, but 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 public hearing. A neighborhood meeting is still required.

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

Subdivision or Project Name: STONEHAVEN 12.5 Phase _____

Site Address: 0 HARTLEY LN Total Acres: 11.18

Tax Parcel No(s): R3444301300

Existing Zoning: R-3 Proposed Zoning: C-1

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

TODD CAMPBELL
Printed Name

16 MAR 2021
Date

[Signature]
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 & Zoning Department
**Development Agreement / Modified
 Development Agreement Checklist**

Please submit all items listed below. Applications missing the following items will be deemed incomplete, **and the application will not be processed.**

Applicant	Description	Staff
/	Completed and signed Master Land Use Application	
/	Fee \$1000.00 (PLUS 575.00 FOR REZONE APP ALSO BEING SUBMITTED)	
/	Narrative fully describing the following: <ul style="list-style-type: none"> Proposed project and project name. Zoning requested. How the request is consistent with the Middleton Comprehensive Plan. Any variances or special use permits being requested. 	
/	Scaled Vicinity Map of subject property	
/	Legal description of subject property. <ul style="list-style-type: none"> Legal description must be signed and stamped by a land surveyor registered in the State of Idaho Include scaled exhibit map showing the boundaries of the legal description 	
/	Recorded warranty deed showing proof of ownership	
/	If the representative is submitting the application, provide a letter from the owner authorizing the representative to submit the application	
/	Two sets of adhesive mailing labels containing the names and addresses of property owners within 300 feet of the perimeter boundary of the subject property. Contact Canyon County Plat Room at (208) 455-6016 for a list of landowners.	
/	Neighborhood Meeting Notice, sign-in sheet, and minutes summarizing discussion	
	Electronic copy of entire application via USB	



CITY OF MIDDLETON
P O Box 487
1103 W MAIN ST, MIDDLETON, ID 83644
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Planning & Zoning Department
Rezone Checklist

Please submit all items listed below. Applications missing the following items will be deemed incomplete, and the application will not be processed.

Applicant	Description	Staff
✓	Completed and signed Master Land Use Application	
✓	Fee \$575 + PUBLICATION COSTS	
✓	Narrative fully describing the proposed project and zoning requested. Describe how request is consistent with the Middleton Comprehensive Plan	
✓	Scaled Vicinity Map	
✓	Legal description for each zoning designation. <ul style="list-style-type: none">Legal Description must be stamped and signed by a land surveyor registered in the State of Idaho.Include scaled exhibit map showing the boundaries of the legal description.	
✓	Recorded warranty deed showing proof of ownership.	
✓	If representative is submitting application, provide a letter from the owner authorizing the representative to submit the application.	
✓	Two sets of adhesive mailing labels containing the names and addresses of property owners within 300 feet of the perimeter boundary of the subject property. Contact Canyon County Plat Room at (208) 455-6016 for a list of landowners.	
✓	Copy of neighborhood meeting notice, sign-in sheet, and minutes summarizing discussion.	
	Electronic copy of entire application (Provide via USB)	



April 5, 2021

Steven Rule, Mayor (c/o Roberta Stewart)
Planning & Zoning Department
City of Middleton
1103 West Main Street
Middleton, Idaho 83644

Re: Stonehaven 12.5ac Rezone and Development Agreement Modification Narrative

Mayor Rule and Roberta Stewart,

Per City of Middleton applications, a Development Agreement (DA) Modification and Rezone application on behalf of Todd Campbell Construction, Inc. are being submitted for Stonehaven 12.5ac Development. This narrative identifies the reason(s) for the applications and fulfills City requirements. This application includes the vicinity map, this narrative, proof of ownership, boundary description, recently completed neighborhood meeting notes (held March 16, 2021 6pm-7pm), mailing labels, and two checks in the amount of \$1,000 (DA modification) and \$575 (rezone) applications. Publication costs are committed to be paid once the amount is determined by the City. In a separate e-mail, the electronic copies of the modified development agreement will be provided the City.

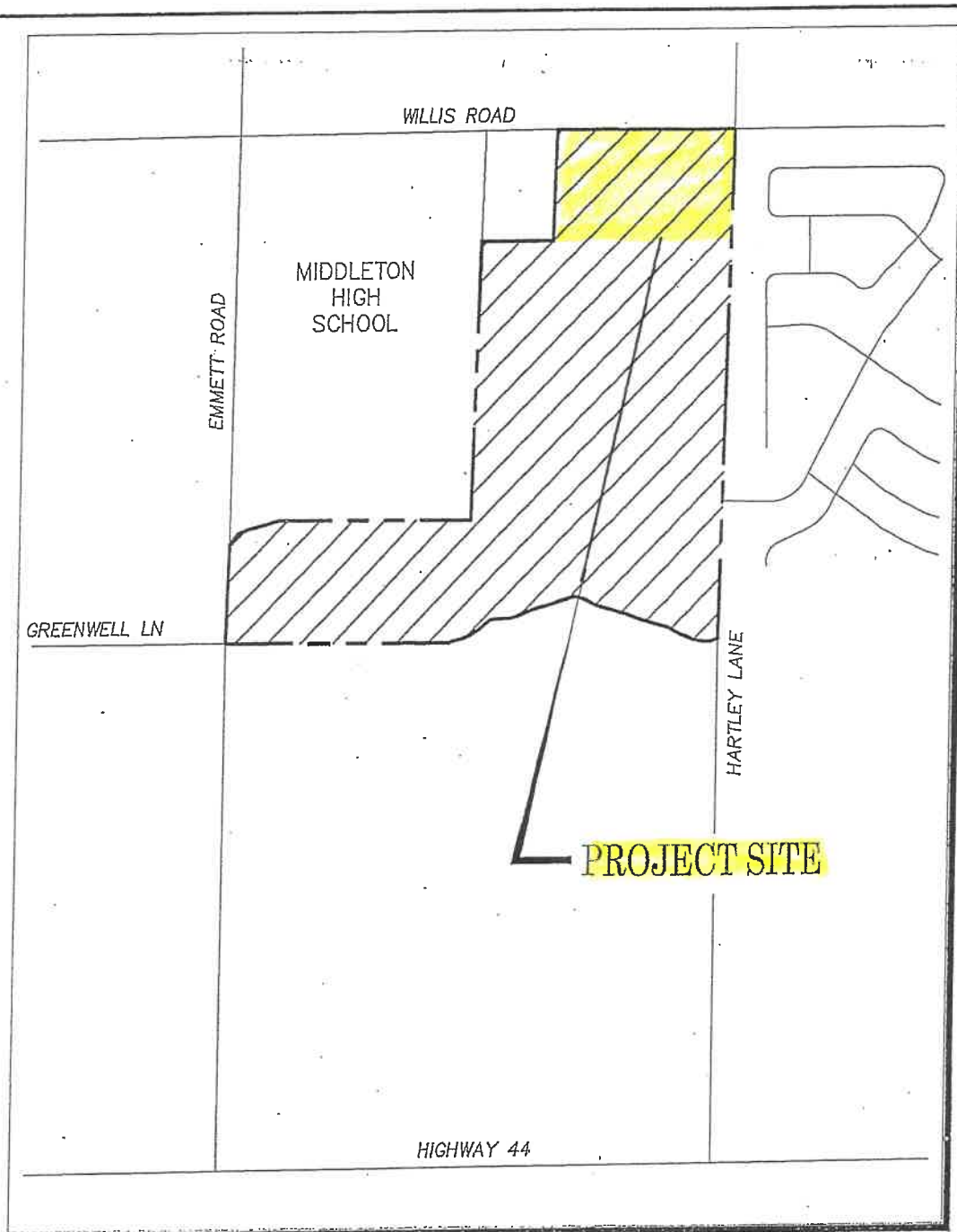
Owners of approximately 12 acres following ROW dedications located east of Middleton High School and the church parcel along Willis and Hartley Road of Middleton, Idaho 83644, are desirous to rezone the parcel and modify the development agreement. The Parcel No. R3444301300 is associated with the rezone and DA modification applications. The parcel is near the address of 23565 Hartley Lane in Middleton, Idaho. Stonehaven 12.5ac Development is currently zoned entirely C-1. The applicant desires to retain a portion of the C-1 zone with 5 lots along Willis and Hartley roads and rezone a southern portion to multi-family (M-F 82 townhomes that will be all single family/owned dwelling units) providing transition to the R-3 single family residential (now existing) development to the south and east. In public outreach, neighbors desire a transition as well as understand that the market could only sustain a portion of the commercial C-1 zoned use. The single family/singly owned townhomes development proposes a clubhouse w/ tot lot meeting City ordinance amenity requirements. The commercial will vary in use and provide for key services for local residents within walking distance for possible trip capture. No special permits are being requested at this time with these applications.

Entitlement and improvement needs with City of Middleton's Planning & Zoning and Council include these Rezone and DA Modification applications. All residential and commercial lots will be served through existing improvements recently made in the development of the Stonehaven Subdivision including utility stubs from Edzell Ave. Internal improvements to infrastructure will be required in and on parcel perimeters. Access will be provided from Willis Road through Edzell Avenue. As learned from City Staff, recently adopted townhome roadway typical sections will be used to accommodate internal circulation and driveways. From recently completed studies and Stonehaven infrastructure, all infrastructure with adequate capacity exists to the property including full street sections/intersections, sewer, water, pressure irrigation and joint trench (power/gas/communication). Owner and representatives have met with farmers and irrigation representatives. Farming is discontinued for this parcel and irrigation has been modified accordingly.

Agency requirements will be fully met and designed in coming months for your review and comment. TCCH, LLC., as well as their development team, will use best engineering, architectural, and construction practices in developing the existing zoned C-1 commercial and proposed townhomes development that enhances these parcels and Middleton community. Thank you for your attention to this matter and review of our submitted applications.



Jay Walker, Principal
AllTerra Consulting, LLC

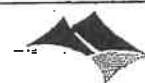


VICINITY MAP
1"= 800'



STONEHAVEN SUBDIVISION

A PORTION OF SECTION 01, T.4N., R.3W., B.M.
MIDDLETON, CANYON COUNTY, IDAHO



ROCK SOLID CIVIL
Civil Engineering and Land Development Consulting
270 North 27th Street, Boise, ID 83702
Office Phone: 208.342.3277
www.rocksolidcivil.com



Date: March 19, 2021
Job No.:3221
Re.: Stonehaven 12.5 Commercial

**REZONE M-F
EAST PARCEL DESCRIPTION**

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 illegible Brass Cap Marking the North 1/4 Corner of said Section 1; From which, the West 1/16th Corner common to Sections 1 and 36 bears, North 89°45'46" West, 1329.17 feet which is being Monumented with a found 5/8" Iron Pin with Plastic Cap "Brownell PLS 8960";

Thence along the North-South Center of Section Line of said Section 1, South 01°13'03" West, 202.92 feet to the POINT OF BEGINNING;

Thence continuing along the North-South Center of Section Line of said Section 1, South 01°13'03" West, 370.27 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Platted Northeast Corner of Stonehaven Subdivision No. 3 as Filed for Record in Book 50 of Plats at Page 47, Instrument No. 2020-159634 Records of Canyon County, Idaho;

Thence leaving said North-South Center of Section Line and along the Northerly Boundary Line of said Stonehaven Subdivision No.3, North 89°45'57" West, 476.05 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Easterly right of way of Edzell Ave.;

Thence along the Easterly right of way of said Edzell Ave. and along the boundary of Stonehaven Subdivision No.3 the following courses and distances:

Thence Northwesterly 63.58 feet along the arc of a curve to the left having a radius of 230.00 feet, a Central angle of 15°50'21", and a Long chord which bears, North 06°50'36" West, 63.38 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 14°45'46" West, 145.11 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 37°23'39" East, 35.24 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 00°14'14" East, 37.93 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 54°09'58" West, 37.12 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, North 00°14'14" East, 66.52 feet;

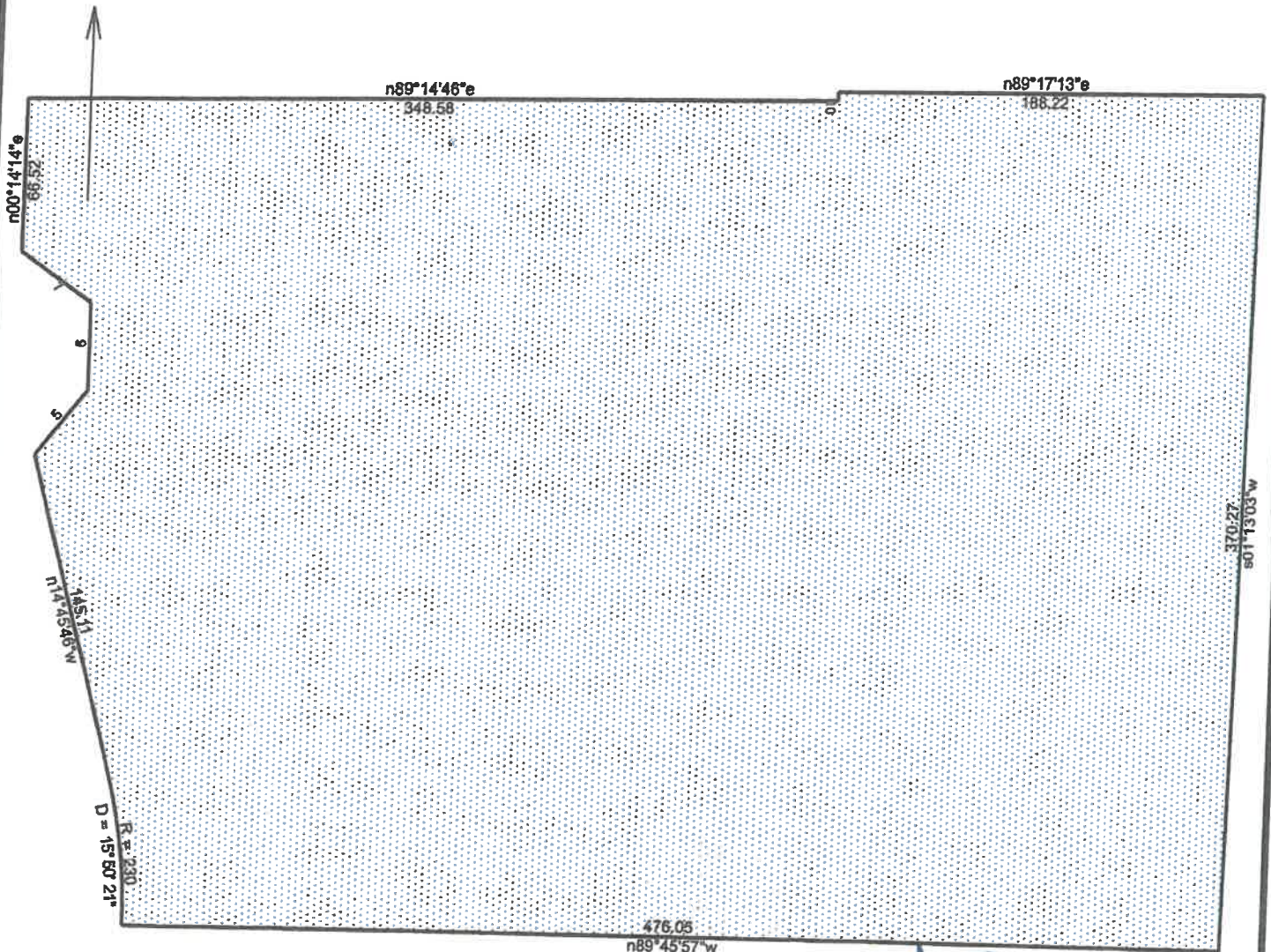
Thence North 89°14'46" East, a distance of 348.58 feet;

Thence North 00° 42'57" West, a distance of 3.89 feet;

Thence North 89°17'13" East, a distance of 188.22 feet to the POINT OF BEGINNING.

The above Described Parcel of Land contains 4.23 Acres, more or less.





3221 12.5 Commercial Rezone M-F East

3/19/2021

Scale: 1 inch= 70 feet

File:

Tract 1: 4.2371 Acres (184567 Sq. Feet), Closure: s46.2344w 0.01 ft. (1/30/2021), Perimeter=1773 ft.

01 s01.1303w 370.27

02 n89.4557w 476.05

10 n00.4257w 3.89

11 n89.1713e 188.22

r=230.00, delta=015.5021, chord=n06.5036w 63.38

03 n14.4546w 145.11

04 n37.2339e 35.24

05 n00.1414e 37.93

06 n54.0958w 37.12

07 n00.1414e 66.52

08 n89.1446e 348.58



Date: March 19, 2021
Job No.:3221
Re.: Stonehaven 12.5 Commercial

**REZONE M-F
WEST PARCEL 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 illegible Brass Cap Marking the North 1/4 Corner of said Section 1; From which, the West 1/16th Corner common to Sections 1 and 36 bears, North 89°45'46" West, 1329.17 feet which is being Monumented with a found 5/8" Iron Pin with Plastic Cap "Brownell PLS 8960";

Thence along the Northerly Boundary Line of the NW 1/4 of said Section 1, North 89°45'46" West, 519.13 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Platted Northeast Corner of Stonehaven Subdivision No. 3 as Filed for Record in Book 50 of Plats at Page 47, Instrument No. 2020-159634 Records of Canyon County, Idaho;

Thence continuing along the Northerly Boundary Line of the NW 1/4 of said Section 1 and along the boundary of Stonehaven Subdivision No.3 the following courses and distances:

Thence, North 89°45'46" West, 430.00 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence leaving said Northerly Boundary Line, South 01°34'16" West, 50.01 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 01°34'00" West, 160.63 feet to the **POINT OF BEGINNING**;

Thence North 89°14'46" East, 152.57 feet;

Thence South 00°00'00" West, a distance of 12.50 feet;

Thence North 89°14'46" East, 180.33 feet to the Westerly right of way of Edzell Ave.;

Thence along the Westerly right of way of said Edzell Ave. the following courses and distances:

Thence, South 00°14'14" West, 1.65 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 44°25'12" East, 29.88 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 00°14'14" West, 74.24 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Southeasterly 60.21 feet along the arc of a curve to the left having a radius of 230.00 feet, a Central angle of $15^{\circ}00'00''$, and a Long Chord which bears, South $07^{\circ}15'46''$ East, 60.04 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South $14^{\circ}45'46''$ East, 51.58 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South $29^{\circ}53'41''$ West, 29.88 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South $14^{\circ}45'46''$ East, 37.95 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South $59^{\circ}25'13''$ East, 29.88 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South $14^{\circ}45'46''$ East, 25.08 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence Southeasterly 47.42 feet along the arc of a Curve to the right having a Radius of 170.00 feet, a Central angle of $15^{\circ}58'50''$ and a long chord which bears, South $06^{\circ}46'21''$ East, 47.26 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South $01^{\circ}13'04''$ West, 0.48 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Northerly Boundary of said Stonehaven Subdivision No. 3;

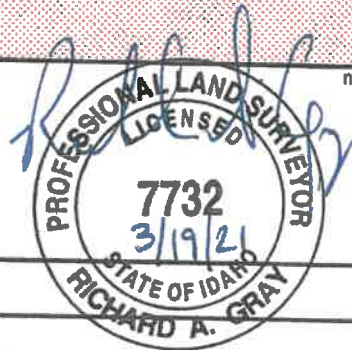
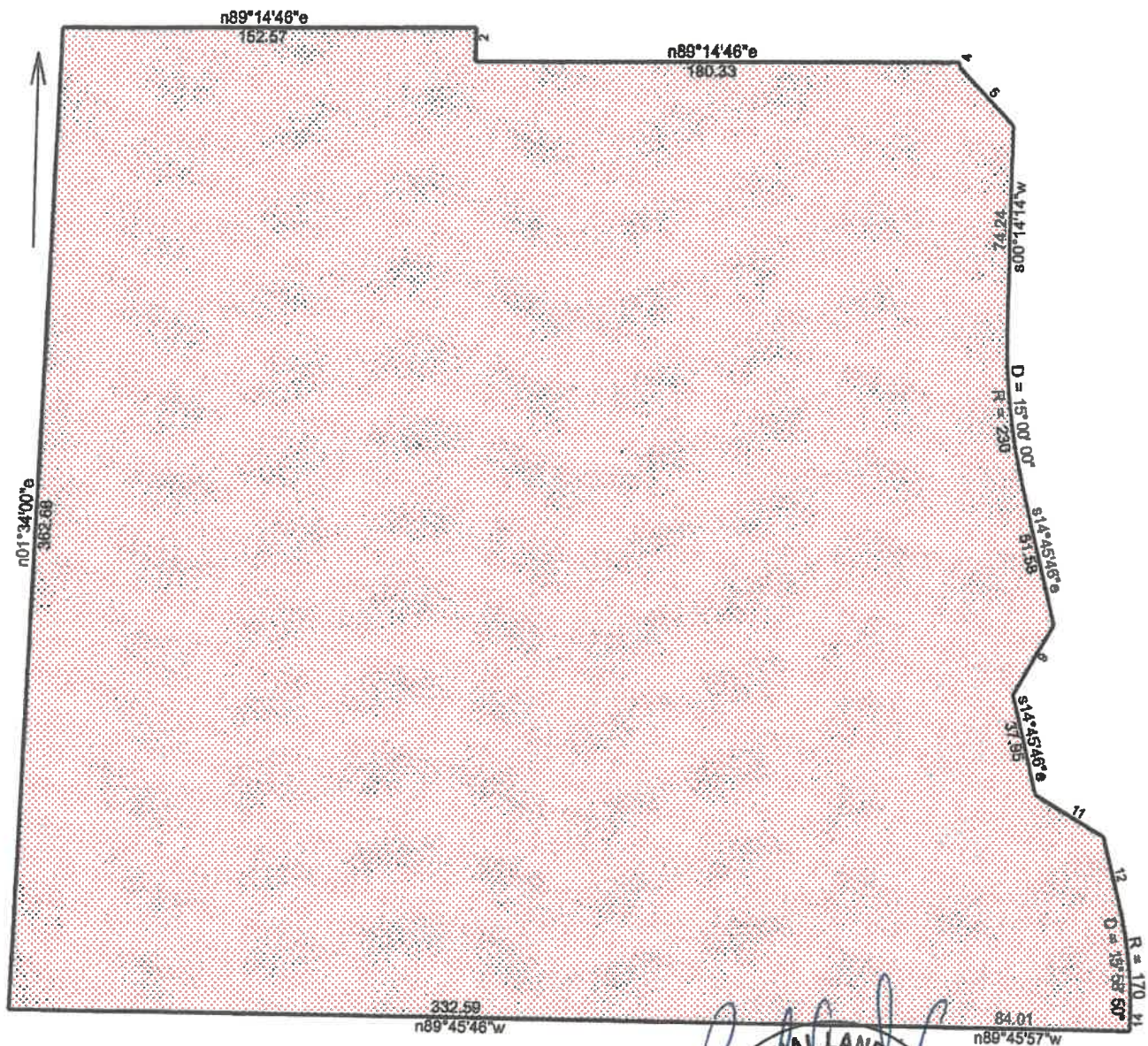
Thence leaving the westerly right of way of said Edzell Ave. and along said Northerly Boundary, North $89^{\circ}45'57''$ West, 84.01 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence leaving said Stone Haven No. 3 boundary, North $89^{\circ}45'46''$ West, 332.59 feet;

Thence, North $01^{\circ}34'00''$ East, 362.66 feet to the POINT OF BEGINNING.

The above Described Parcel of Land contains 3.07 Acres, more or less.





3221 12.5 Commercial Rezone M-F West

Scale: 1 inch= 60 feet

File:

3/19/2021

Tract 1: 3.0721 Acres (133822 Sq. Feet), Closure: n64.5238e 0.02 ft. (1/66566), Perimeter=1513 ft.

01 n89.1446e 152.57

02 s00.0000w 12.5

03 n89.1446e 180.33

04 s00.1414w 1.65

05 s44.2512e 29.88

06 s00.1414w 74.24

07 Lt, r=230.00, delta=015.0000, chord=s07.1546e 60.04

08 s14.4546e 51.58

09 s29.5341w 29.88

10 s14.4546e 37.95

11 s59.2513e 29.88

12 s14.4546e 25.08

13 Rt, r=170.00, delta=015.5850, chord=s06.4621e 47.26

14 s01.1304w 0.48

15 n89.4557w 84.01

16 n89.4546w 332.59

17 n01.3400e 362.66



Date: March 19, 2021
Job No.:3221
Re.: Stonehaven 12.5 Commercial

**REZONE C-1
WEST COMMERCIAL
PARCEL 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 illegible Brass Cap Marking the North 1/4 Corner of said Section 1; From which, the West 1/16th Corner common to Sections 1 and 36 bears, North 89°45'46" West, 1329.17 feet which is being Monumented with a found 5/8" Iron Pin with Plastic Cap "Brownell PLS 8960";

Thence along the Northerly Boundary Line of the NW 1/4 of said Section 1, North 89°45'46" West, 519.13 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Platted Northeast Corner of Stonehaven Subdivision No. 3 as Filed for Record in Book 50 of Plats at Page 47, Instrument No. 2020-159634 Records of Canyon County, Idaho;

Thence continuing along the Northerly Boundary Line of the NW 1/4 of said Section 1 and along the boundary of Stonehaven Subdivision No.3 the following courses and distances:

Thence, North 89°45'46" West, 430.00 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence leaving said Northerly Boundary Line, South 01°34'16" West, 50.01 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" being the POINT OF BEGINNING:

Thence along a Line being 50.00 feet Southerly of and parallel with the Northerly Boundary Line of the NW 1/4 of said Section 1, South 89°45'46" East, 350.17 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" marking the Westerly right of way of Edzell Ave.;

Thence along the Westerly right of way of said Edzell Ave. and continuing along the boundary of Stonehaven Subdivision No.3 the following courses and distances:

Thence, South 00°14'14" West, 109.77 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 44°53'42" West, 29.88 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence, South 00°14'14" West, 36.30 feet;

Thence leaving the westerly right of way of said Edzell Ave. and said Stone Haven No. 3 boundary South 89°14'46" West, a distance of 180.33 feet;

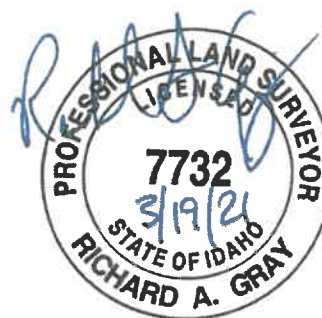
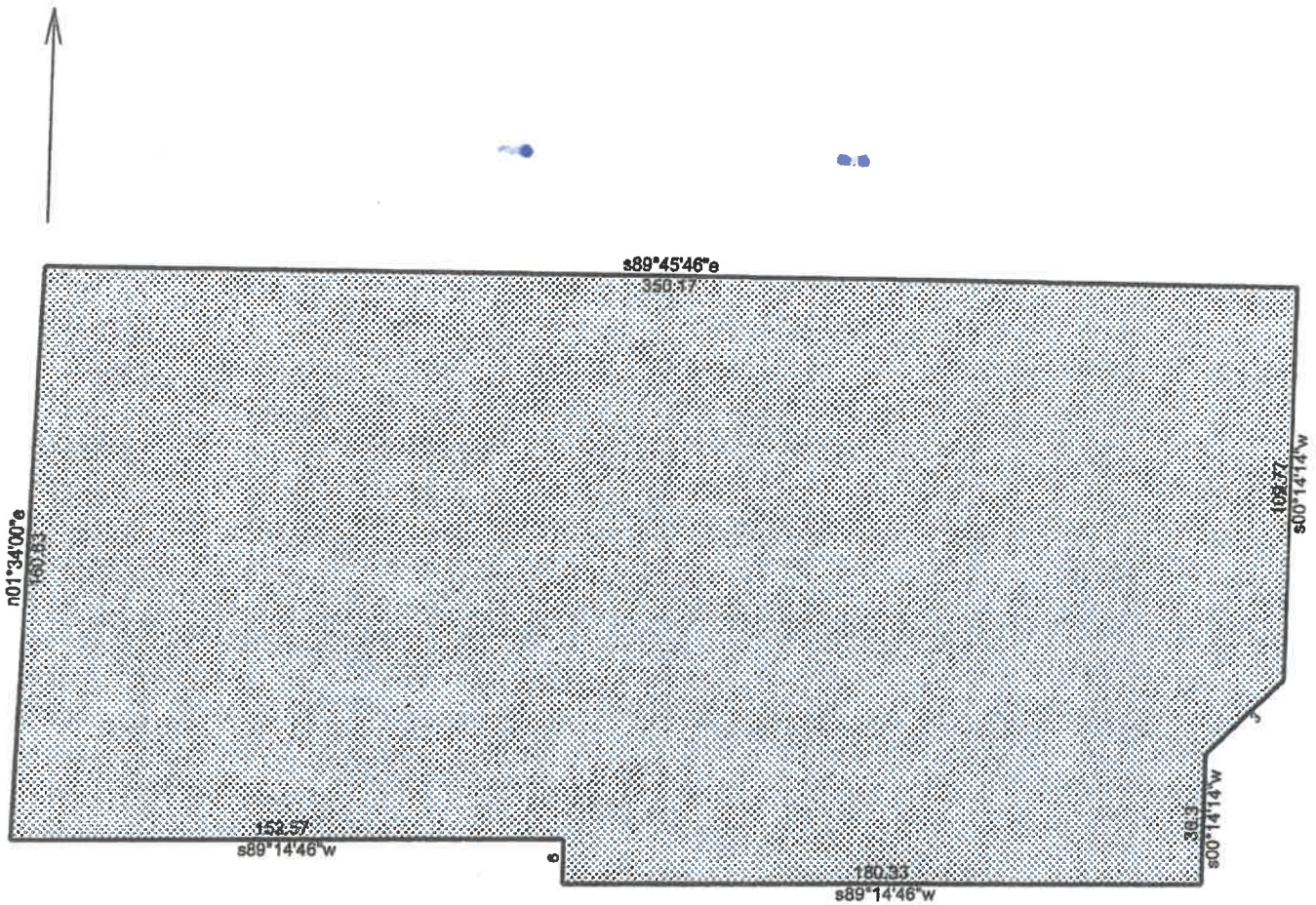
Thence North 00°00'00" East, a distance of 12.50 feet;

Thence South 89°14'46" West, 152.57 feet;

Thence, North 01°34'00" East, 160.63 feet to the POINT OF BEGINNING.

The above Described Parcel of Land contains 1.30 Acres, more or less.





3221 12.5 Commercial C-1 West

3/19/2021

Scale: 1 inch= 50 feet

File:

Tract 1: 1.3082 Acres (56983 Sq. Feet), Closure: s58.2731e 0.01 ft. (1/127189), Perimeter=1032 ft.

08 n01.3400e 160.63

01 s89.4546e 350.17
 02 s00.1414w 109.77
 03 s44.5342w 29.88
 04 s00.1414w 36.3
 05 s89.1446w 180.33
 06 n00.0000e 12.5
 07 s89.1446w 152.57



Date: March 19, 2021

Job No.:3221

Re.: Stonehaven 12.5 Commercial

**REZONE C-1
EAST COMMERCIAL
PARCEL 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:

BEGINNING at a found illegible Brass Cap Marking the North 1/4 Corner of said Section 1; From which, the West 1/16th Corner common to Sections 1 and 36 bears, North 89°45'46" West, 1329.17 feet which is being Monumented with a found 5/8" Iron Pin with Plastic Cap "Brownell PLS 8960";

Thence along the North-South Center of Section Line of said Section 1, South 01°13'03" West, 202.92 feet;

Thence leaving said North-South Center of Section Line, South 89°17'13" West, a distance of 188.22 feet;

Thence South 00° 42'57" East, a distance of 3.89 feet;

Thence South 89°14'46" West, a distance of 348.58 feet marking the Easterly right of way of Edzell Ave.;

Thence along the Easterly right of way of said Edzell Ave. the following courses and distances:

Thence, North 00°14'14" East, 165.93 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

Thence along a Line being 50.00 feet Southerly of and parallel with the Northerly Boundary Line of the NW 1/4 of said Section 1, South 89°45'46" East, 21.00 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251";

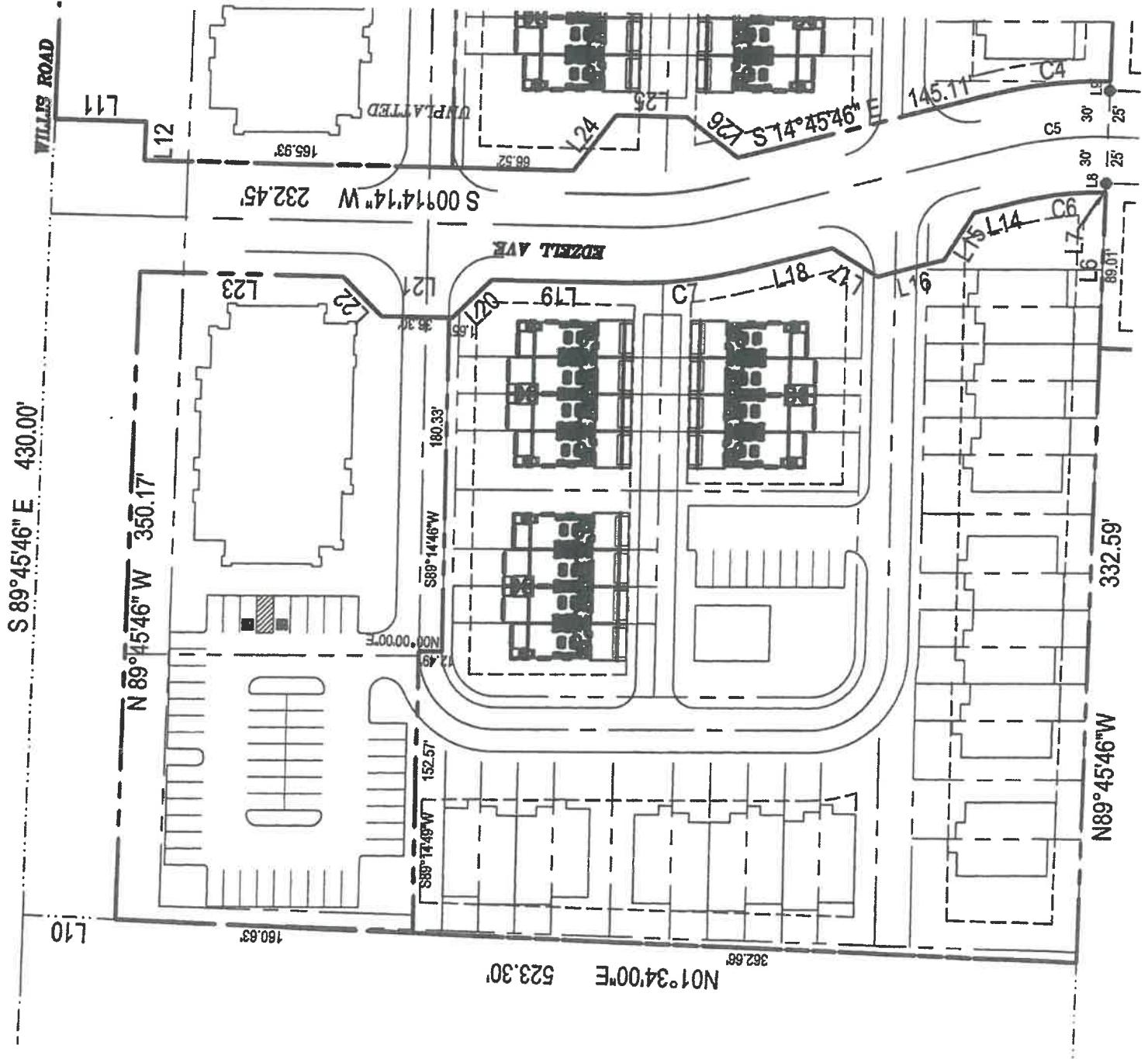
Thence, North 00°14'14" East, 50.00 feet to a found 5/8" Iron Pin with Plastic Cap "Koerner PLS 8251" being on the Northerly Boundary Line of the NW 1/4 of said Section 1;

Thence leaving the Easterly right of way of said Edzell Ave. and along said Northerly Boundary Line, South 89°45'46" East, 519.13 feet the **POINT OF BEGINNING**.

The above Described Parcel of Land contains 2.57 Acres, more or less.



WEST



WEST

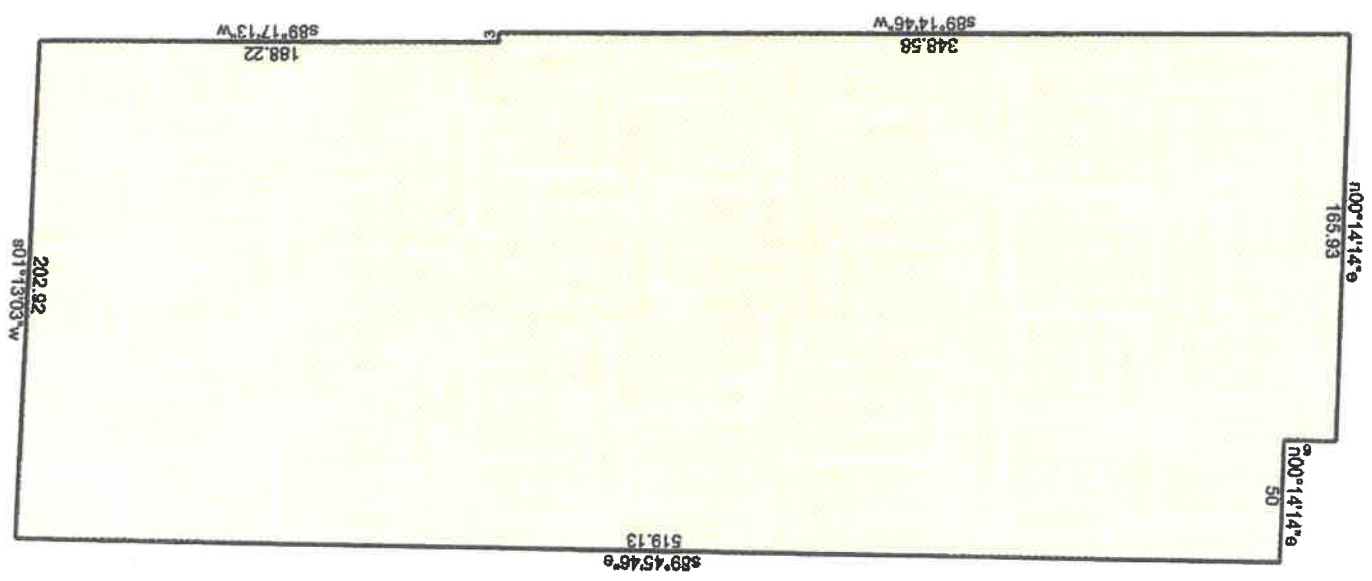
07 n00.1414e 50
 06 s89.4546e 21
 05 n00.1414e 165.93
 04 s89.1446w 348.58
 03 0.4257e 3.89
 02 s89.1713w 188.22
 01 s01.1303w 202.82

FILED
 08 s89.4546e 519.13

Tract 1: 2.5705 Acres (111972 Sq. Feet), Closure: n00.0000e 0.00 ft (1/999999) Perimeter=1500 ft.

Scale: 1 inch= 75 feet File:

3221 12.5 Commercial Rezone C-1 East 3/19/2021





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



2019-020668

RECORDED

05/15/2019 03:01 PM



00438968201900206680040042

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=4 HCRETAL

\$15.00

DEED

PAUL WATSON

GRANT DEED

For the consideration of Ten Dollars (\$10.00), and other good and valuable consideration, Robert E Watson, an Individual located at 4300 Los Altos Meridian Idaho 83642 ("**Grantor**"), hereby GRANTS to Falkirk Holdings, LLC, an Idaho Limited Liability Corporation located at PO Box 545, 23565 Hartley Lane Middleton Idaho 83644 ("**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 1st day of March, 2019.

GRANTOR:

Robert Watson

By: 
Robert Watson

STATE OF IDAHO)
) ss.

County of CANYON)

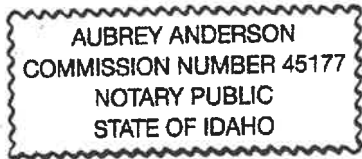
On this 1st Day of MAY, 20 19, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Watson (the **Grantor**) that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary

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:

8/9/23



Aubrey Anderson

Notary Public in and for the

State of Idaho

Residing at Meridian

Schedule I
To Grant Deed
Dated 1 March, 2019

Legal Description of Property

The Portion being sold under this Agreement (the Property) is defined in this **Exhibit A**

A portion of Government Lot 3, Section 1, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the north one-quarter corner of said Section 1; thence, along the east line of said Government Lot 3, (The "POINT OF BEGINNING")

- 1) S.01°13'07"W., 573.24 feet; thence, along a line parallel with the north line of said Government Lot 3,
- 2) N.89°45'43"W., 952.63 feet to the southeast corner of Parcel 2 as shown on Record of Survey Instrument No. 200612016, Records of Canyon County, Idaho; thence, along the east line of said Parcel 2,
- 3) N.01°34'04"E., 573.31 feet to the north line of said Government Lot 3; thence, along said line,
- 4) S.89°45'43"E., 949.13 feet to the POINT OF BEGINNING.

The above-described parcel CONTAINS 12.51 Acres.

SUBJECT TO: all Covenants, Rights, Rights-of-Way, Easements, Record Documents and all other Encumbrances.



March 16, 2021

City of Middleton - Planning & Zoning Department
1103 West Main Street
Middleton, ID 83644
Phone: 208-585-3133
Fax: 208-585-9601

Re: Owner Authorizing Representative to Submit the Application

City Staff,

I, Todd Campbell, Todd Campbell Custom Homes, hereby give Jay Walker, AllTerra Consulting, permission to act on my behalf with regards to submitting the Development Agreement Modification application.

This letter of authorization will be in effect from March 8, 2021 until the Development Agreement Modification application is processed and approved by the City of Middleton. If you have any questions or concerns, please feel free to contact at 208-941-8607.

Sincerely,

A handwritten signature in black ink, appearing to be 'Todd Campbell', written in a cursive style.

Todd Campbell

NICHOLS JOHN S
1347 LA REATA WAY
MIDDLETON ID 83644

MORANTÉ ROBIN M
1338 HORSESHOE CANYON DR
MIDDLETON ID 83644

WEST HIGHLANDS SUB HOMEOWNERS
ASSOC INC
1859 S TOPAZ WAY STE 200
MERIDIAN ID 83642

LUMAYE PATRICK J
1909 STALLION SPRINGS WAY
MIDDLETON ID 83644

VAN VLECK JUSTIN R
1743 MUSTANG MESA AVE
MIDDLETON ID 83644

TODD CAMPBELL CONSTRUCTION INC
PO BOX 140298
BOISE ID 83714

BURBANK RANDY
1885 STALLION SPRINGS AVE
MIDDLETON ID 83644

ERLEBACH LUKAS
1721 MUSTANG MESA AVE
MIDDLETON ID 83644

TRADITION CAPITAL PARTNERS LLC
8454 BROOKHAVEN PL
MIDDLETON ID 83644

METSKER FRANK
1348 STALLION SPRINGS WAY
MIDDLETON ID 83644

CORP OF PRESIDING BISHOP CHURCH
OF JESUS CHRIST OF LDS
50 E NORTH TEMPLE ST FLOOR 22
SALT LAKE CITY UT 84150

TOLL SOUTHWEST LLC
3103 W SHERYL DR STE 100
MERIDIAN ID 83642

HEXUM RONALD J
1863 STALLION SPRINGS AVE
MIDDLETON ID 83644

IDAHO POWER CO
24009 CEMETERY RD
MIDDLETON ID 83644

GATES CHAD
1837 STALLION SPRINGS AVE
MIDDLETON ID 83644

WEST HIGHLANDS SUB HOMEOWNERS
ASSOC INC
1859 S TOPAZ WAY STE 200
MERIDIAN ID 83642

HOWARD JEFFREY T
1351 STALLION SPRINGS WAY
MIDDLETON ID 83644

SM FAMILY REVOCABLE TRUST
PO BOX 1084
CALDWELL ID 83606

BARKER GINGER L
1333 STALLION SPRINGS WAY
MIDDLETON ID 83644

PAPPAS LINDA
1350 LA REATA WAY
MIDDLETON ID 83644

PAPPAS LINDA BARKER GINGER L
1350 LA REATA- 1350 LA REATA
MIDDLETON ID MIDDLETON ID

GREGG KENNETH R
1721 MUSTANG MESA AVE
MIDDLETON ID 83644

THOMPSON STEVEN DALE II
1931 STALLION SPRINGS AVE
MIDDLETON ID 83644

THOMPSON S GREGG KENNETH R
1931 STALLION 1721 MUSTANG
MIDDLETON ID MIDDLETON ID

DOCKETT NICHOLAS
1354 HORSESHOE CANYON DR
MIDDLETON ID 83644

FALKIRK HOLDINGS LLC
PO BOX 545
MIDDLETON ID 83644

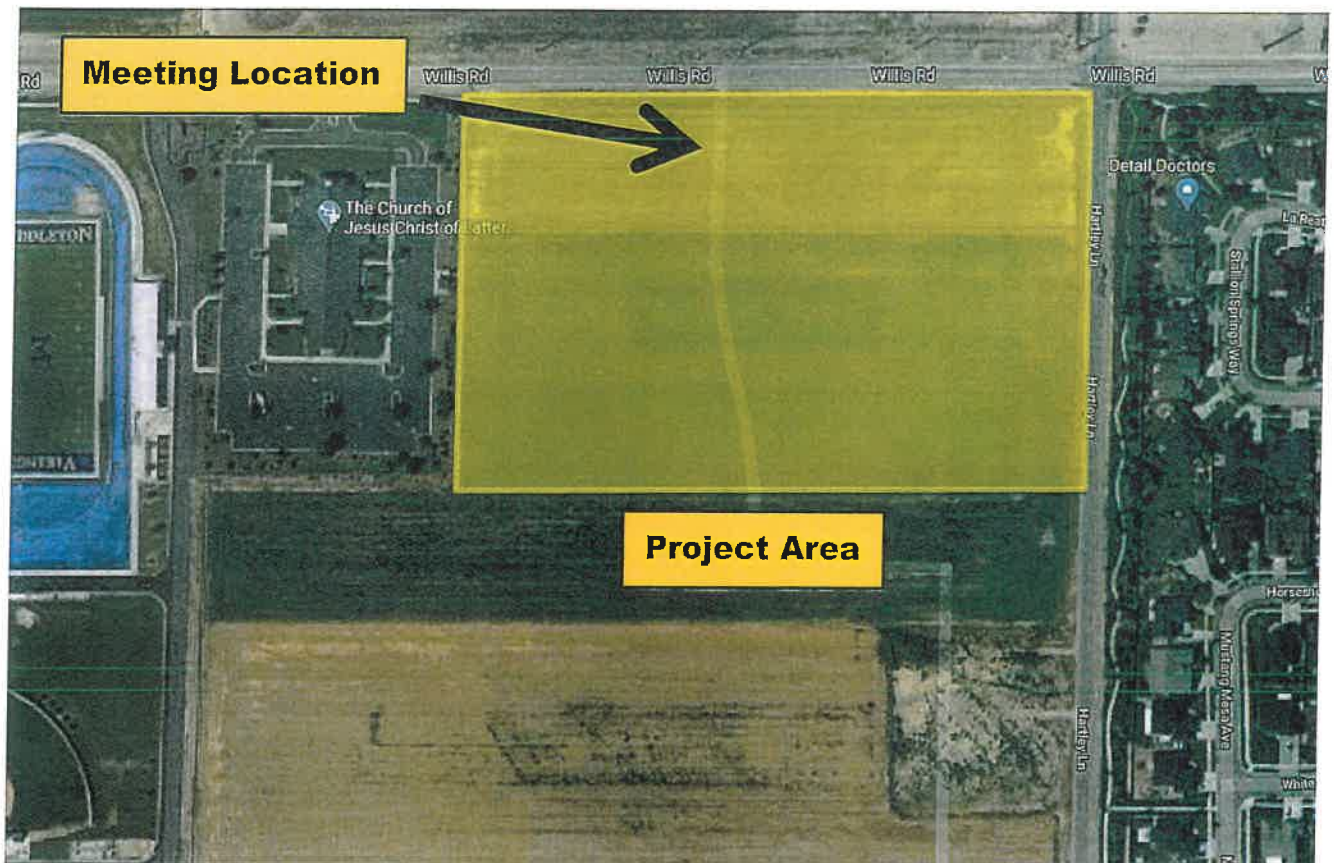
FALKIRK HOLDINGS LLC DOCKETT NICHOLAS
PO BOX 545 1354 HORSESHOE
MIDDLETON ID MIDDLETON ID

Neighborhood Meeting Notice

March 16, 2021

Subject: *Stonehaven 12.5 – Commercial and Residential Development in Middleton, Idaho*

The Rezone, Development Agreement Modification, and Preliminary Plat applications will soon be submitted to Middleton City Planning & Zoning for parcel No. R3444301300 located at the Southwest corner of Willis Rd and Hartley Ln in Middleton, Idaho. The owner desires to apply for entitlement on the approx. 12.5-acres for residential and commercial development purposes. The exhibit below depicts the “project area” in yellow. The meeting will be held on-site located at 0 Hartley Ln, Middleton, ID 83644.



A meeting has been scheduled to provide the opportunity for you to meet with project representatives, to review this proposal in greater detail, and ask questions.

Date: *Tuesday, March 16, 2021*
Time: *6:00-7:00 P.M.*
Location: *Project Site*
Address: *0 Hartley Ln, Middleton, Idaho 83644*

If you have questions prior to the meeting, please contact Jay Walker.

AllTerra Consulting, 208-484-4479 or jwalker@allterraconsulting.com

SIGN-IN ATTENDANCE FORM

Stonehaven 12.5 DA Modification/Rezone/Preliminary Plat 11.18 Acre Residential and Commercial Development NEIGHBORHOOD DEVELOPMENT MEETING

Tuesday, March 16, 2021

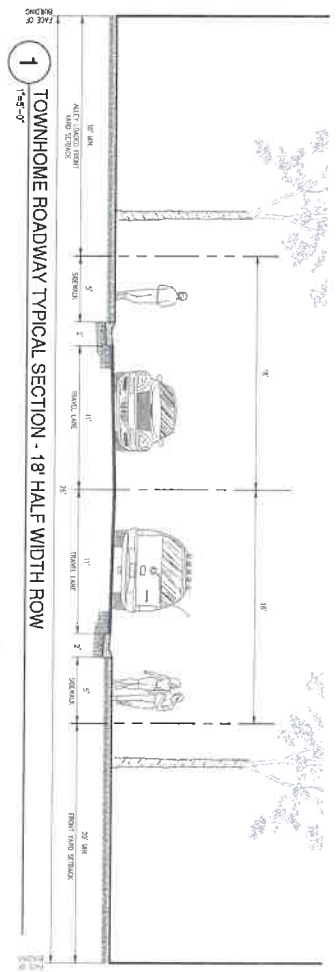
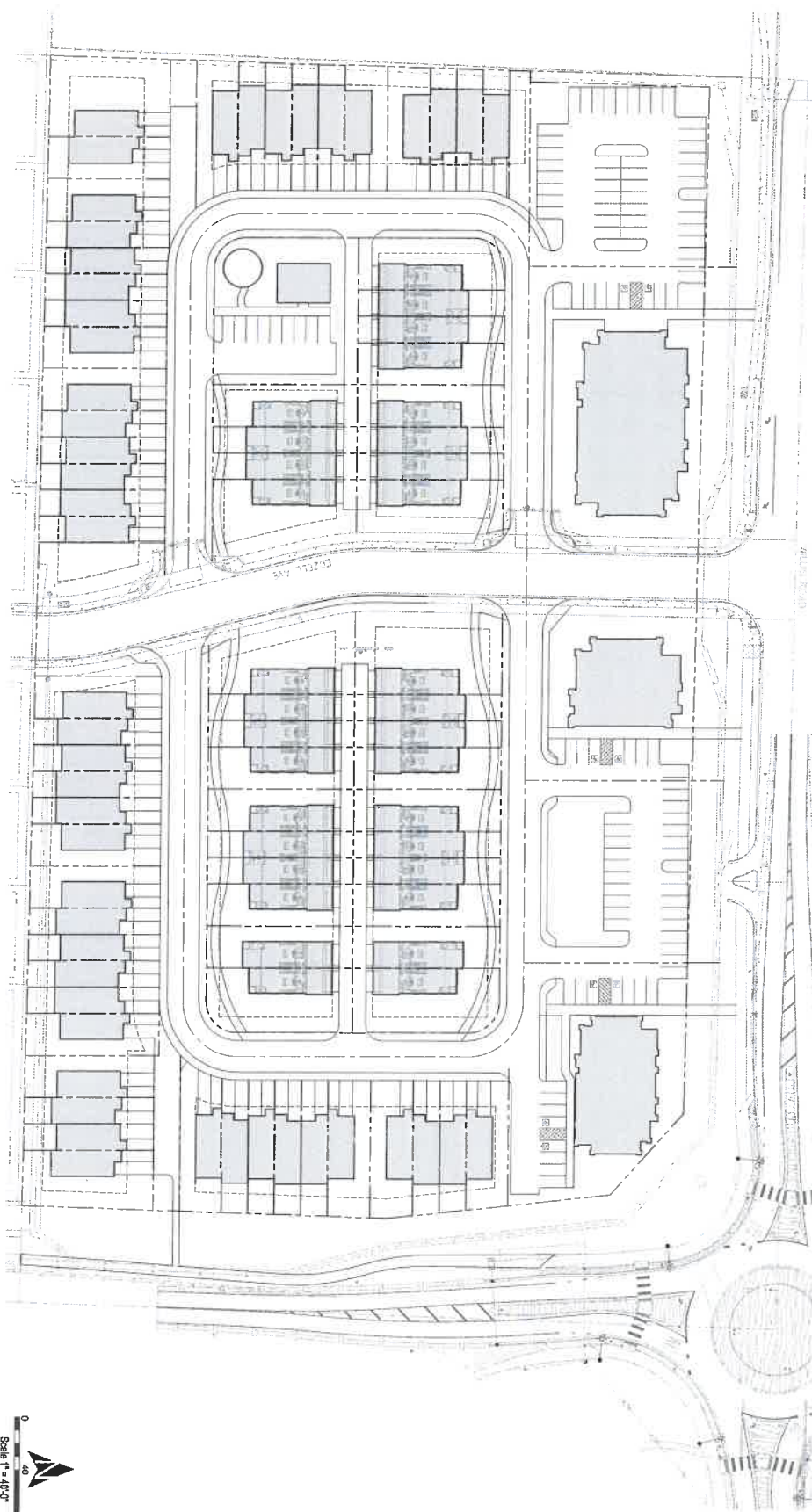
6:00 PM – 7:00 PM

	Name	Phone Number	Email Address	Neighboring Address
1.	DOUG FAIRBANKS	(214) 454-128	DOUGFAIRBANKS@PROTONMAIL.COM	1735 Fort Williams St.
2.	DAVID LOIZ	916-715-8340	2REGRATEFUL@PROTONMAIL.COM	1594 Loch Ness Ave
3.	KATHY WROJEN	707-628-5251	STURBSMOM@HOTMAIL.COM	1639 Loch Ness Ave
4.	Danette Ljung	209-602-4339	DeLass5426@Protonmail.com	1594 Loch Ness Ave
5.	Mary Burge	805-558-5373	theburge@msn.com	1535 Loch Ness Ave.
6.	Bryan Borsello	208-521-7532	bd.borsello@gmail.com	1540 Shoal Pt. Ave
7.	Tina & Mike Upton	208-514-5208	tinaupton@yahoo.com	116410 Fort Williams St
8.	Jessie Julie Essig	208-404-5994	jessie.je@gmail.com	1592 Fort Williams
9.	Barb Graefe	208-527-6218	msgra@outlook.com	1889 Ridge Way
10.	Mike Graefe	208-527-6227	bimgraefe@outlook.com	" "
11.	Kyle Restad	208-971-7761	kyle.restad@yahoo.com	11660 Loch Ness
12.	Dean Waite	208-631-5052	you know .com	TCC Inc.
13.	Todd Campbell	208-941-8607	" "	" "
14.	Jay Walker	(208) 481-4479	" "	" "
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**Stonehaven 12.5 DA Modification/Rezone/Preliminary Plat
11.18 Acre Residential and Commercial Development
NEIGHBORHOOD DEVELOPMENT MEETING**

6:00 PM – 7:00 PM

[illegible]



2018-010809

RECORDED

03/16/2018 11:43 AM



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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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NO FEE

AGR

CITY OF MIDDLETON

2012-047137

RECORDED

10/24/2012 08:23 AM



005067201200471370060064

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=6 RECORD2

NO FEE

AGR

CITY OF MIDDLETON

Re-recorded with boundary description and record of survey.
DEVELOPMENT AGREEMENT

This Development Agreement (**Agreement**) is entered into by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho (**City**), ROBERT WATSON (**Developer**).

RECITALS

WHEREAS, Developer owns 12.51 acres legally described in Exhibit A attached hereto, which is a portion of a parcel of real property in Middleton, Canyon County, Idaho commonly referred to in Canyon County Assessor's records as Parcel No. R34443; and

WHEREAS, Developer has applied to the City to rezone from R-3 (Single-family Residential) to C-1 (Neighborhood Commercial) the property legally described in Exhibit A (**Property**); and

WHEREAS, Developer intends to improve the Property according to the Middleton City Code and the City's public works standards at the time(s) the Property is improved; and

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

AGREEMENT

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

Development Agreement - Robert Watson

Page 1

**ARTICLE I
LEGAL AUTHORITY**

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and Middleton City Code, Title 5, Chapter 7.

**ARTICLE II
ZONING ORDINANCE AMENDMENT**

The City will adopt an ordinance amending the Middleton Zoning Ordinance to rezone the property described in Exhibit A to C-1 (Neighborhood Commercial). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will conduct with the Developer's cooperation.

**ARTICLE III
CONDITIONS OF DEVELOPMENT**

3.1 The Property annexed by the City shall include declared or claimed right-of-ways along Willis Road and Hartley Road.

3.2 Developer will improve the Property according to the Middleton City Code and the City's public works standards at the time(s) the Property is improved.

3.3 Developer agrees to submit a traffic study to the City for review no later than with the application for the first commercial building permit on the Property, and Developer agrees to pay for transportation improvements recommended in the traffic study and approved by City Council. The traffic study shall include intersection analysis of 1) Willis Road and Hartley Road and 2) Hartley Road and State Highway 44. The City shall not issue a certificate of occupancy until after the traffic study has been approved and the City-required improvements are complete and accepted by the City.

**ARTICLE IV
FAILURE TO COMPLY WITH AGREEMENT**

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

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

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

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

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

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

ARTICLE V GENERAL PROVISIONS

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

5.2 Any amendment or addendum to this Agreement shall be in writing and made only after the City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 7.

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

delivery if by personal delivery, upon deposit in the United States mail if sent by mail pursuant to the forgoing:

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

Developer: Robert Watson
4300 Los Altos Drive
Meridian, Idaho 83642

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

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

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

This Agreement shall be binding on the City and Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Provided, however, that if all or any portion of the Property is divided, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their owners' parcels or lots.

The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any

DEVELOPER:

By:

Robert Watson

State of IDAHO

)

SS.

County of Canyon

)

I, a notary public, do hereby certify that on this 22nd day of October, 2012, personally appeared before my **Robert Watson** who, being first duly sworn, declared that he signed

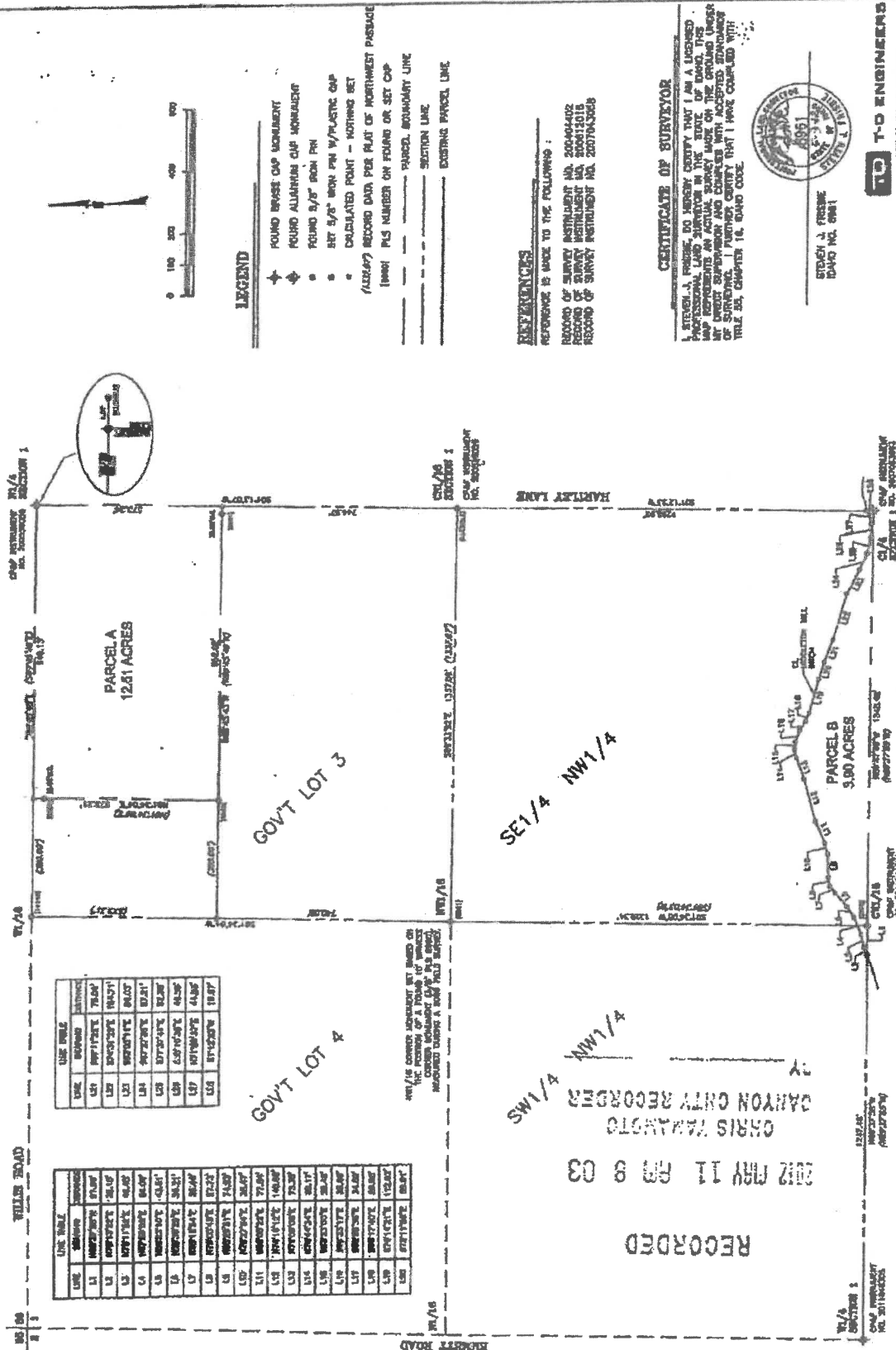
ALAN D. MILLS
Notary Public
State of Idaho

Notary Public

My Commission Expires: Sept. 9, 2017

RECORD OF SURVEY

MADE FOR BOB WATSON
A PORTION OF GOVERNMENT LOT 3 AND THE SE1/4 OF THE NW1/4 AND
THE SW1/4 OF THE NW1/4 OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, CANYON COUNTY, IDAHO
2012



2012019202

RECORDED

2012 MAY 11 PM 9 03

CHRIS WATSON
CANYON CNTY RECORDER

SW1/4 NW1/4
NW1/4 NW1/4

WE HAVE COMPILED THIS RECORD BY MEANS OF
THE FOLLOWING DATA AND HAVE FOUND IT TO BE
CORRECT AND ACCURATE IN ACCORDANCE WITH
THE REQUIREMENTS OF THE IDAHO SURVEYING
ACT AND RULES.

LINE	BEARING	DISTANCE
1	N 89° 15' 00" E	75.00
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T-O ENGINEERS

CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS
2471 S TITANIUM PLACE
MERIDIAN, IDAHO 83642-8703
208-323-2288 • FAX 208-323-2399

Project No: 180057
Date: March 14, 2018
Page 1 of 1

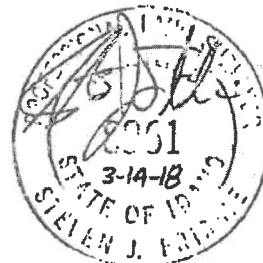
PARCEL A DESCRIPTION OF LAND

A parcel of land being a portion of Government Lot 3, of Section 1, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho,

BEGINNING at the northeast corner of said Government Lot 3, also being the north one-quarter corner of said Section 1, per recorded CP&F Instrument No. 200556058, and shown on Record of Survey Instrument No. 20120192, records of Canyon County, Idaho; thence, along exterior boundary of Parcel A as shown on said Record of Survey,

- 1) S.01°13'07"W., 573.24 feet; thence,
- 2) N.89°45'43"W., 952.62 feet; thence,
- 3) N.01°34'04"E., 573.31 feet; thence,
- 4) S.89°45'43"E., 949.13 feet to the **POINT OF BEGINNING**.

CONTAINING: 12.51 acres
SUBJECT TO: all Record Documents.



MERIDIAN • COEUR d'ALENE • BOISE • NAMPA • SPOKANE

MADE FOR BOB WATSON
A PORTION OF GOVERNMENT LOT 3 AND THE SW¹/₄ OF THE NW¹/₄ OF THE NW¹/₄ AND
THE SW¹/₄ OF THE NW¹/₄ OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 3 WEST,
BOISE MERIDIAN, CANYON COUNTY, IDAHO
2012

MADE FOR BOB WATSON

A PORTION OF GOVERNMENT LOT 3 AND THE SW¹/₄ OF THE NW¹/₄ AND THE SW¹/₄ OF THE NW¹/₄ OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO

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127	1012011575	44.38
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GOV'T LOT 4

GOVT LOT 3

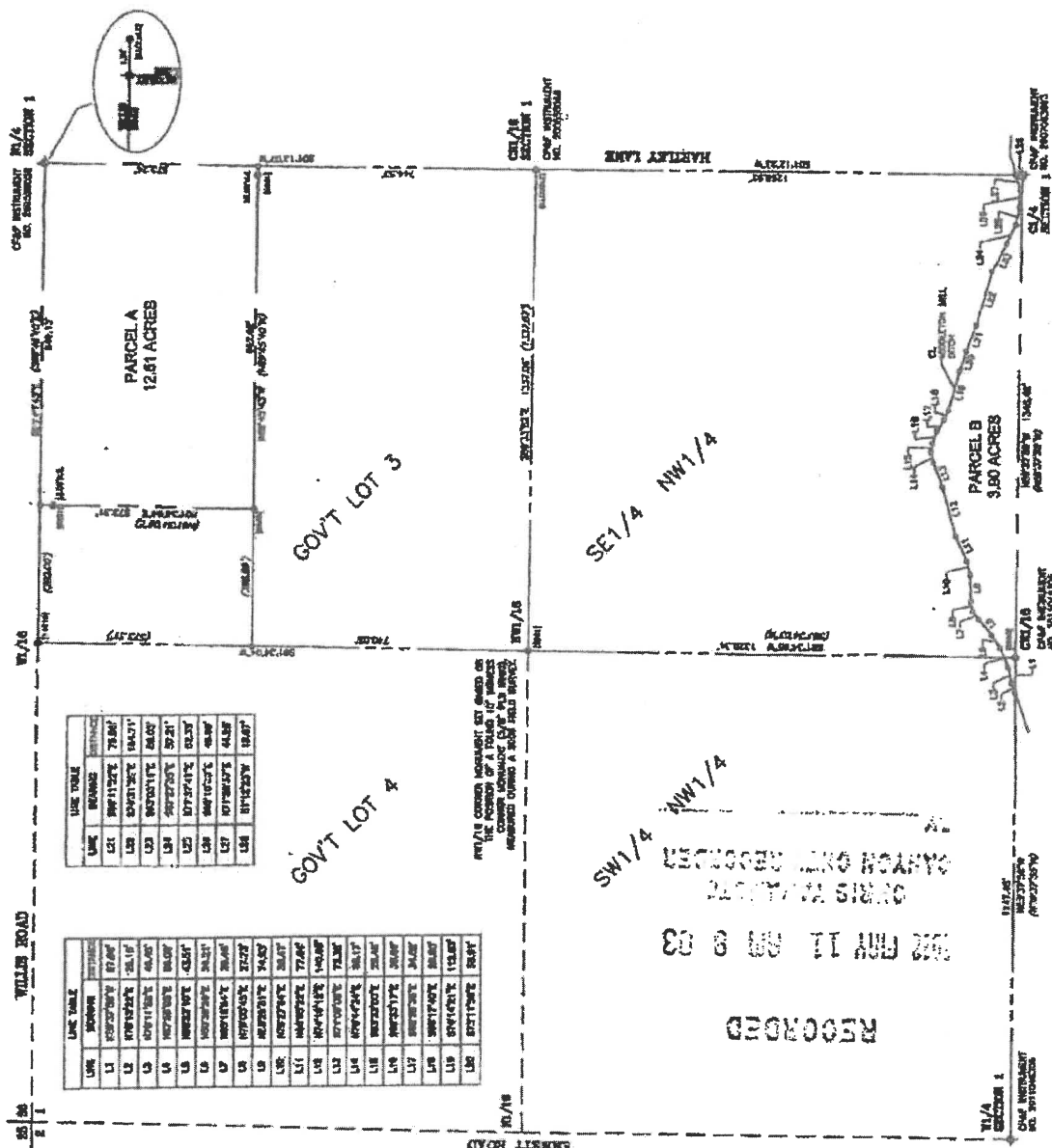
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- ✦ FOUND ALUMINUM CAP MOVEMENT
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- SET 5/8" IRON PIN W/ PLASTIC CAP
- ▽ CALCULATED POINT -- NOTHING SET

RECORD DATA PER PLAT OF NORTHWEST PASSAGE
PLS NUMBER ON FOUND OR SET CAP

PARCEL BOUNDARY LINE
 SECTION LINE
 FLYING POINT / DUE

RETYRACI

REFERENCE IS MADE TO THE FOLLOWING:

RECORD OF SURVEY INSTRUMENT NO. 200404402
RECORD OF SURVEY INSTRUMENT NO. 200412018
RECORD OF SURVEY INSTRUMENT NO. 200704308

CERTIFICATE OF SURVEYOR

STEWEN J. FERRIS, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IOWA. THIS MAP REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND COMPLIES WITH ACCEPTED STANDARDS OF SURVEYING. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH TITLE 35, CHAPTER 16, IOWA CODE.



STEVEN J. FRESHEZ
DOWNS NO. 5881



0202-4160 CHINA
0202-4160 CHINA

SERIAL NO. 1 OF 1

五、

**MIDDLETON CITY PLANNING AND ZONING
COMMISSION MINUTES
MAY 10, 2021**

The May 10, 2021 Planning and Zoning Commission Meeting was called to order by Chairman Ray Waltemate at 5:33 p.m.

Call to Order - Pledge of Allegiance

Roll Call: Chairman Ray Waltemate, and Commissioners Jackie Hutchison, Janet Gregory, Kip Crofts and Whitney Springston were present.

Information Items:

Action Items

1. Consent Agenda

- a. Consider approving April 12, 2021 regular meeting minutes.

Chairman Waltemate called the consent agenda items and asked for any questions or changes to the minutes.

Motion: Motion by Commissioner Springston to consent agenda items A-D. Motion seconded by Commissioner Gregory and approved unanimously.

2. Public Hearing: Applications from Falkirk Holdings LLC & Todd Campbell for Rezone and Development Agreement with respect to the Stonehaven project planned for an 11.18 acre parcel located at 0 Hartley Lane (Tax Parcel #34443013). Applicant is seeking a rezone of a portion of the parcel from C-1 to M-F to permit the future development of a maximum of 84 townhome lots

Chairman Waltemate opened the Public Hearing at 5:45 p.m.

City Planner, Roberta Stewart presented the Staff Report (See Exhibit 1)

Chairman Waltemate called for the applicant presentation at 6:02 p.m.

- Jay Walker—Representative for Falkirk Holdings, LLC & Todd Campbell: Mr. Walker gave a presentation on the proposed Rezone & Development Agreement (See Exhibit 2)
- Todd Campbell—took questions on the project from the commission and answered questions regarding the properties. The cost would be \$300,000-400,000 per unit with the final product being in the mid-\$400,000 range. The unit size would range from 1500-2400 sq ft. The yard size would comply with Middleton City Code. The yards would be private fenced yards for each unit.

Questions from Commission:

- Springston—Timeline? Answer: applicant is prepared for immediate turnaround with the preliminary plat and design. The goal is to provide homes for smaller families and the elderly to fill a demand.
- Gregory—
 - Setbacks—how will the requirement of 10 feet be met? Answer: there is a

-
- proposed 12 foot setback which will be a total of 24 feet between buildings.
 - Traffic Studies for Hartley? Answer: traffic is projected to decrease with the move from commercial to residential.
 - Waltemate—Is the road is going to remain a commercial collector? Answer: there is no proposed changes to the road with this proposal.

Chairman Waltemate opened the public comments at 6:29 p.m.

- Shawn Maybon of 1382 La Reata Way—lives near Willis and Hartley. Mr. Maybon spoke in opposition to the proposal. He stated the high density zoning would have a negative impact on traffic, sewer, water and water pressure. The buffer of an 8 foot berm already exists. He doesn't believe this proposal is consistent with the comprehensive plan of the city.
- Mike Graefe of 1889 Ridge Way in West Highlands. Mr. Graefe spoke in opposition of the proposal and mirrored the concerns brought forth by Mr. Maybon. He indicated that he is not a fan of townhouses. Two plus vehicles per home would have a tremendous impact on the traffic in the area. He can't see the vision of how a roundabout would work in that area. He also feels that the right of way on both sides of a street should be equal.
- Sandy Sinclair of 1871 Ridge Way in West Highlands. Ms. Sinclair spoke in opposition of the proposal. She agreed with all that Mr. Maybon and Mr. Graefe stated. She is totally against high-density housing in that area.
- Peggy Souza of 12576 Cowboy Lane (outside city limits). Ms. Souza spoke in opposition. She stated that traffic is already a problem in the area from the school and homes. Crowding people into little spaces is going to be a big problem. Crowding roads and areas that are already crowded.

Chairman Waltemate closed the public comment at 6:45 p.m.

Discussion:

- City Planner, Roberta Stewart went on record stating that the city has not approved or disapproved of this proposal.

Motion: Motion by Commissioner Gregory to deny application from Falkirk Holdings LLC & Todd Campbell for Rezone and Development Agreement with respect to the Stonehaven project planned for an 11.18-acre parcel located at 0 Hartley Lane (Tax Parcel #34443013). Applicant is seeking a rezone of a portion of the parcel from C-1 to M-F to permit the future development of a maximum of 84 townhome lots. Motion seconded by Commissioner Hutchinson and approved unanimously.

Chairman Waltemate closed the public hearing at 7:15 p.m

It was moved by Chairman Waltemate to close the meeting at 7:17 p.m. Motion was seconded by Commissioner Springston and unanimously approved.

ATTEST:

Ray Waltemate, Chairman

Rhonda Case, Deputy Clerk
Approved: June 7, 2021

DRAFT

Communities in Motion 2040 2.0 Development Review

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

Development Name: Campbell






Agency: Middleton

CIM Vision Category: Existing Neighborhoods

New households: 82

New jobs: ±50

Exceeds CIM forecast:

	CIM Corridor: N/A Pedestrian level of stress: None Bicycle level of stress: None	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.
	Housing within 1 mile: 930 Jobs within 1 mile: 210 Jobs/Housing Ratio: 0.2	A good jobs/housing balance – a ratio between 1 and 1.5 – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
	Nearest police station: 1.4 miles Nearest fire station: 2.4 miles	Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
	Farmland consumed: Yes Farmland within 1 mile: 920 acres	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
	Nearest bus stop: >4 miles Nearest public school: 0.1 miles Nearest public park: 1.5 miles Nearest grocery store: >4 miles	Residents who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

The proposal provides a mix of residential and commercial which can mitigate the impact of increased traffic. There are no plans for public transportation to this location.

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

Web: www.compassidaho.org

Email info@compassidaho.org

More information about the development review process:

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

From: [Carl Hayes](#)
To: [Jennica Reynolds](#); "[Canyon County Paramedics](#)"; "[Carl Miller](#)"; "[Idaho Power - Mike Ybarguen](#)"; "[ITD - Development](#)"; "[ITD - Sarah](#)"; "[Julie Collette](#)"; "[Middleton School District](#)"; "[zoninginfo@canyonco.org](#)"; "[permits@starfirerescue.org](#)"
Cc: [Roberta Stewart](#)
Subject: RE: Notice of Public Hearing CC - Campbell Rezone/DA
Date: Tuesday, June 8, 2021 8:09:43 AM

Our only facility in this area is already piped, but we will require that any easements on this property be recorded on the final plat and that irrigation be provided along with any necessary drainage.

Thank you,



From: Jennica Reynolds <jreynolds@middletoncity.com>
Sent: Friday, May 28, 2021 11:04 AM
To: 'Canyon County Paramedics' <MStowell@ccparamedics.com>; 'Carl Miller' <cmiller@compassidaho.org>; 'Idaho Power - Mike Ybarguen' <MYbarguen@idahopower.com>; 'ITD - Development' <D3Development.services@ITD.idaho.gov>; 'ITD - Sarah' <Sarah.Arjona@itd.idaho.gov>; 'Julie Collette' <gmprdjulie@gmail.com>; 'Middleton School District' <csanderson@msd134.org>; 'zoninginfo@canyonco.org' <zoninginfo@canyonco.org>; Carl Hayes

<carl@blackcanyonirrigation.com>; 'permits@starfirerescue.org' <permits@starfirerescue.org>

Cc: Roberta Stewart <rstewart@middletoncity.com>

Subject: Notice of Public Hearing CC - Campbell Rezone/DA

Please see the attached Public Hearing Notice for City Council.

<https://middleton.id.gov/PublicHearingNotices>

Best,

Jennica Reynolds

Administrative Deputy Clerk

City of Middleton

208-585-3133

jreynolds@middletoncity.com



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Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

June 7, 2021

Roberta Stewart
City Planner
1103 West Main Street
Middleton, Idaho 83644

VIA EMAIL

Development Application	REZONE AND DEVELOPMENT AGREEMENT MODIFICATION
Project Name	STONEHAVEN SUBDIVISION
Project Location	Southwest corner of Hartley Lane and Willis Road, north of SH-44 milepost 2.81
Project Description	Rezone of a 11.18 acre parcel from C-1 to M-F to permit future development of 82 townhome lots and modification of existing development agreement for Stonehaven to allow for rezone
Applicant	Falkirk Holdings LLC & Todd Campbell

The Idaho Transportation Department (ITD) reviewed the referenced rezone and development agreement modification applications and has the following comments:

1. This project does not abut the State Highway system.
2. ITD and the City of Middleton have entered into an interagency agreement to collect proportionate share from new developments to mitigate traffic impacts from incoming developments. Proportionate share for each development is calculated based off of number of trips added to State Highway system. The number of trips generated can be determined using the Institute of Transportation Engineers (ITE) Trip Generation Manual. ITD requires trip distribution information to determine where trips generated by developments access the State Highway system.
3. No trip distribution information was provided; without trip distribution information ITD must assume the worst case scenario that all trips generated will utilize the Hartley Lane/ SH-44 intersection. The proposed subdivision is adding 46 trips to Hartley Lane/SH-44 intersection in the PM Peak at buildout, and 38 trips in the AM Peak. Proportionate share is based on the average AM and PM site trips through the intersection of SH-44/ Hartley Lane which is approximately 2.88% percent of the traffic utilizing the intersection in 2021. The intersection has been documented as failing and is in need of signalization. ITD has already agreed with the City of Middleton that a signalized intersection is the preferred improvement. The construction of the cost of design and construction of a future signal at



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SH-44/Hartley Lane with northbound and southbound left turn lanes, a northbound right turn lane, and eastbound and westbound right turn lanes is approximately \$1,181,233 (see attached). The applicant will only be responsible for contributing their proportionate share of \$34,020 (2.88%).

4. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State Highway.
5. The Idaho Administrative Procedure Act (IDAPA) 39.03.60 governs advertising along the State Highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.
6. ITD objects to this development. ITD will remove the objection if the governing board requires, and the applicant agrees to, the execution of a Development Agreement with the City of Middleton binding the contribution of the proportionate share amount of \$34,020.

If you have any questions, you may contact me at (208) 334-8338 or Erika Bowen (208) 265-4312 ext 7.

Sincerely,

Sarah Arjona
Development Services Coordinator
Sarah.Arjona@itd.idaho.gov

Stonehaven

Proportionate Share Calculation

(Dated 6/7/2021)

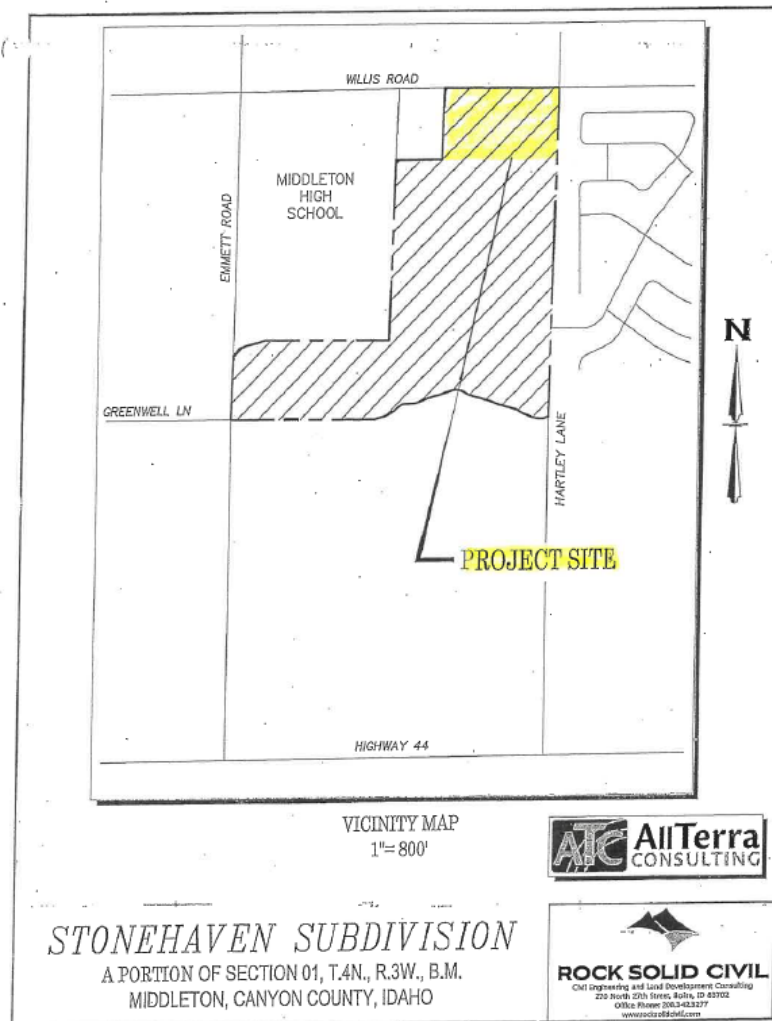
82 Units

Townhomes

ITE Code (220) Multi-Family Housing (Low-Rise)

AM Trip Rate = 0.46

PM Trip Rate = 0.56



A trip distribution diagram was not provided to the department. ITD must assume a worst-case scenario that all 82 residential units will head south on Hartley Road to the SH-44 / Hartley Road intersection. This intersection is not included in the SH-44 Corridor Plan because it is adjacent to the proposed alternate route. The intersection has been documented as failing and is in need of signalization. ITD has already agreed with the city of Middleton that a signalized intersection is the preferred improvement.

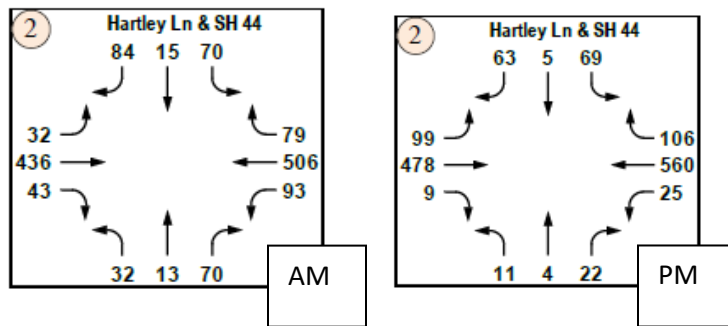
ITD staff estimates the design and construction costs for a signal at the SH-44 / Hartley Lane intersection along with adding northbound and southbound left turn lanes, a northbound right turn lane and eastbound and westbound right turn lanes is approximately \$1,181,233.

2021 Site Traffic

AM = $82 \times 0.46 = 38$ trips

PM = $82 \times 0.56 = 46$ trips

2021 Total Traffic (Traffic Volumes Forecasted in the Idahome RV Resort TIS)



AM Site = 38	AM Total = 1,473	AM % = 2.58
PM Site = 46	PM Total = 1,451	PM % = 3.17
<i>Proportionate Share for SH-44 /Hartley Signalization Improvements</i>		<i>Avg % = 2.88</i>

Staff recommends the developer pay a total proportionate share of \$34,020 (2.88%) towards future signalization improvements at the intersection of SH-44 / Hartley Lane. Proportionate share needs to be provided prior to occupancy of the development.

Intersection Widening - Conceptual Cost Estimate

Estimated By: E. Bowen Date: 8/12/2020
 Checked By: Date:

Location: Intersection of SH-44 and Hartley Lane

Scope: Signalization of the intersection. To include northbound and southbound left turn lanes, northbound right turn lane, and eastbound and westbound right turn lanes.

Item Description	Quantity	Unit Price	Cost	Source
SECTION 1				
201-010A CLEARING & GRUBBING	0.88 ACRE	\$ 6,833.00	\$ 6,032.37	KN 18872
203-015A REM OF BITUMINOUS SURF	656.15 SY	\$ 9.67	\$ 6,344.95	KN 18872
203-130A REMOVAL OF PAV MARKINGS	2905.00 FT	\$ 1.00	\$ 2,905.00	KN 18852
205-005A EXCAVATION	2187.16 CY	\$ 15.25	\$ 33,354.20	KN 18872
301-005A GRANULAR SUBBASE	1945.85 TON	\$ 15.90	\$ 30,939.07	KN 18872
303-022A 3/4" AGGR TY B FOR BASE	1800.64 TON	\$ 18.30	\$ 32,951.63	KN 18872
401-020A CSS-1 DIL EMUL ASPH FOR TACK COAT	377.83 GAL	\$ 3.48	\$ 1,314.85	KN 18872
405-435A SUPERPAVE HMA PAV INCL ASPH&ADD CL SP-3	1013.06 TON	\$ 70.00	\$ 70,914.18	KN 18872
614-015A SIDEWALK	107.78 SY	\$ 80.00	\$ 8,622.22	KN 20294
614-025A CURB RAMP	80.00 SY	\$ 193.50	\$ 15,480.00	KN 19965
615-492A CURB & GUTTER TYPE 2	314.00 FT	\$ 50.00	\$ 15,700.00	KN 20294
621-005A SEED BED PREPARATION	0.47 ACRE	\$ 1,529.67	\$ 718.27	KN 18872
621-010A SEEDING	0.47 ACRE	\$ 1,663.33	\$ 781.03	KN 18872
615-651A TRAFFIC SEPARATOR TYPE 1	0.00 FT	\$ 20.00	\$ -	KN 19965
630-020A TRANSVERSE, WORD, SYMBOL, ARROW PAV MKG – WATERBORNE	1556.00 SF	\$ 3.40	\$ 5,290.40	KN 13962
630-025A LONGITUDINAL PAVEMENT MARKING	5387.81 FT	\$ 1.05	\$ 5,657.21	KN 18872
656-005A TRAF SIGNAL INSTALLATION	1.00 LS	\$ 229,000.00	\$ 229,000.00	KN 18872
675-005A SURVEY	1.00 LS	\$ 20,000.00	\$ 20,000.00	KN 18872
Traffic Control	1.00 LS	\$ 73,000.00	\$ 73,000.00	KN 18872
Miscellaneous Minor Items	5%		\$ 27,950.27	
Mobilization	10%		\$ 55,900.54	
SECTION 1 Sub-Total			\$ 642,856.19	
SECTION 2				
CN Change Order / Quantity Variance	5%		\$ 32,142.81	
CN Non-Bid Items	3.5%		\$ 22,499.97	
SECTION 2 Sub-Total			\$ 54,642.78	
SUMMARY				
Sub-Total: SECTION 1 & SECTION 2			\$ 697,498.97	
Contingency - Scoping Level			\$ 209,249.69	
TOTAL CONSTRUCTION COST			\$ 906,748.66	

Summary of Project Costs		Amount
Construction		\$ 906,748.66
Design Services	10%	\$ 90,674.87
Construction Services	12%	\$ 108,809.84
Right-of-Way	0.75 ACRES	\$ 75,000.00
Total Cost		\$ 1,181,233.37

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ATTN: NATHAN HILKEY
1103 W MAIN ST

MIDDLETON ID 83644

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	06/25/21	074669	A	MIKE RUSSELL	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
7	W320F9BXR3P-RXP SIG LE P320F 9MM PRO N/S 17RD W/ROMEO	689.77	EA .00	4,828.39
1	XFET THIS ITEM FET OUT	.00	EA .00	.00
IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 2625 Stearman RD. Ste A, Prescott, AZ 86301. Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted. This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's				

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QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	availability and price change. if this bid is still pending on updated pricing. A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number. This quote is valid for 45 days from the date of the quote, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration. ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to danny.gonzales@proforceonline.com . For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items IMPORTANT: To order from this quotation, please sign below. Printed Name: _____ - Date: _____ P.O.: _____ - Signature: _____			

COMMENT FOR: MIDDLETON PD BY: DANNY GONZALES TERMS DUE NET 30 DAYS	SALES AMOUNT 4,828.39
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QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
3	W320F9BXR3P-RXP SIG LE P320F 9MM PRO N/S 17RD W/ROMEO	689.77	EA .00	2,069.31
3	WRM40011BPROSBR SIG LE M400 PRO 5.56 SBR 11.5" (WRM400-11B-PRO-SBR)	935.17	EA .00	2,805.51
1	XFET THIS ITEM FET OUT	.00	EA .00	.00
<p>IMPORTANT NOTICES:</p> <p>This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 2625 Stearman RD. Ste A, Prescott, AZ 86301.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.</p> <p>Standard manufacturer's warranty applies to all department</p>				

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QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>purchases unless otherwise specifically noted.</p> <p>This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.</p> <p>This quote is valid for 45 days from the date of the quote, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to danny.gonzales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____</p> <p>-</p> <p>Date: _____ P.O.: _____</p>			

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NA	06/25/21	074669	A	MIKE RUSSELL	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	- Signature: _____					
	COMMENT FOR: MIDDLETON PD BY: DANNY GONZALES TERMS DUE NET 30 DAYS			SALES AMOUNT	4,874.82	

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MIDDLETON ID 83644

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NA	06/25/21	074669	A	MIKE RUSSELL	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
7	WRM40011BPROSBR SIG LE M400 PRO 5.56 SBR 11.5" (WRM400-11B-PRO-SBR)			935.17	EA .00	6,546.19
9	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED TRADES DESCRIBED AS: (10) GLOCK 21 GEN4			295.00-	EA .00	2,655.00CR
9	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED TRADES DESCRBIED AS: (10) BUSHMASTER XM15-E2S - BLACK FINISH - 16" BARREL - 3-5 YEARS OLD - NO AGENCY MARKINGS - GOOD CONDITION - MAGPUL STOCK AND GRIP			361.00-	EA .00	3,249.00CR
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NA	06/25/21	074669	A	MIKE RUSSELL	FX G-FOB ORIGIN		
QTY. ORDER	ITEM NO./DESC.				UNIT PRICE	UOM DISC.	NET PRICE
1	XFET THIS ITEM FET OUT IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 2625 Stearman RD. Ste A, Prescott, AZ 86301. Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted. This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.				.00	EA .00	.00
		COMMENT					
		TERMS					



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NA	06/25/21	074669	A	MIKE RUSSELL	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.					
	This quote is valid for 45 days from the date of the quote, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.					
	ORDERING INSTRUCTIONS: Please reply to your sales represen- tative in writing to process this order or send an email to danny.gonzales@proforceonline.com . For orders over \$5,000, a PO or signed quote is required to process the order.					
	Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items					
	IMPORTANT: To order from this quotation, please sign below.					
	Printed Name: _____					
	Date: _____ P.O.: _____					
	Signature: _____					
	COMMENT FOR: MIDDLETON PD			SALES AMOUNT		642.19
	BY: DANNY GONZALES					
	TERMS DUE NET 30 DAYS					

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301

Tel: 928-776-7192 Fax: 928-445-3468

email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE#

PAGE

559481

1

SHIP DATE

A.S.A.P.

SOLD
TO

MIDDLETON POLICE DEPARTMENT
1103 W MAIN ST

MIDDLETON

ID 83644

SHIP
TO

MIDDLETON POLICE DEPARTMENT
ATTN: NATHAN HILKEY
1103 W MAIN ST

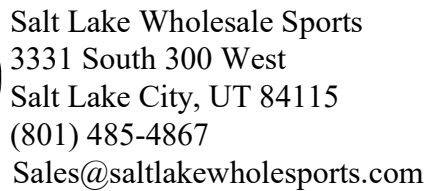
MIDDLETON

ID 83644

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	06/25/21	074669	A	MIKE RUSSELL	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
10	NON-STOCK SFL#7360RDS-4502-481 SIG P320 TLR-1HL SFSEV BLK BSK RH	123.44	EA .00	1,234.40
2	NON-STOCK SFL#7360RDS-4502-482 SIG P320 TLR-1HL SFSEV BLK BSK LH	123.44	EA .00	246.88
<p>This quote is valid for 45 days from the date of the quote, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to danny.gonzales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____</p> <p>-</p> <p>Date: _____ P.O.: _____</p> <p>-</p> <p>Signature: _____</p>				

	<p>COMMENT</p> <p>FOR: NATHAN HILKEY</p> <p>BY: DANNY GONZALES</p> <p>TERMS DUE NET 30 DAYS</p>	SALES AMOUNT	1,481.28
--	---	--------------	----------



Date	Invoice #
12/22/2020	6809

[illegible]

Please contact us accounting@saltlakewholesalesports.com for questions or concerns.
Any discrepancies including incorrect or missing items must be reported within 48 hours.
If paying by EFT or ACH please notify us by email.



204 S Dudley Ln Nampa, ID 83687
integrity@iispipeline.com

Thank You For You Business



22 April 2021

SUBJECT: Middleton, ID Lift Station Project

Advanced Lining, LLC is pleased to offer the following pricing to install the OBIC 1000 product onto a 6' x 22' lift station in Middleton, ID.

Lining Cost	\$8,350
Mobilization Cost	\$3,620
Bypassing pumps and equipment (provided by Rain For Rent)	\$2,700
Overnight bypass monitoring (per night cost, estimating 3 nights but will bill actual)	\$1,500 per night
Total (with 3 nights on bypass)	\$19,180

Conditions & Clarifications:

- This quote is good for 30 days
- Pricing is for installation of the OBIC Liner System including surface preparation, average leak stoppage, materials for minor concrete patching, installation and supervision
- Includes up to 1 gallon of chemical grout per structure. If additional is required it will be billed at \$125.00 per gallon
- Water source to fill pressure washer tank provided by city
- Location to park application truck overnight required
- Requires Application Truck access within 200' of the manholes to be provided. Off road locations require safe access and assistance if needed
- Permits, Fees and Inspector Rates are not included in this quote

The OBIC Liner System Provides a 10 Year Warranty

Upon agreeing to the terms we ask you acknowledge in the area below and email it back. Should you have any questions regarding this proposal, please feel free to call me.

Thank you,
Seth Huggins
Advanced Lining, LLC

Signature: _____
Name: _____

Advanced Lining, LLC

Layton, UT
801-989-8874
sales@advlining.com
advlining.com



801-989-8874 Mobile
seth@advlining.com

P.O. #: _____
Date: _____

Advanced Lining, LLC

Layton, UT
801-989-8874
sales@advlining.com
advlining.com



Cell: 208-960-2883
Office: 208442-4470
Fax: 844-351-6902

204 S Dudley Ln Nampa, ID 83687
integrity@iispipeline.com

CUSTOMER

City of Middleton

DATE _____

6/21/2021

ADDRESS

PHONE

E-MAIL

SALESPERSON

Richard Mason

PROJECT

Infiltration Repairs 2021

PREPARED BY:

Richard Mason

ATTENTION

Terrell

PAYMENT TERMS

Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Repair active infiltration in (7) existing sanitary sewer manholes listed below		
1	MH 4018	\$450.00	\$450.00
1	MH 4038	\$650.00	\$650.00
1	MH 3899	\$750.00	\$750.00
1	MH 3811	\$650.00	\$650.00
1	MH 4162	\$600.00	\$600.00
1	MH 3805	\$600.00	\$600.00
1	MH 3838	\$550.00	\$550.00
1	Traffic Control	\$1,500.00	\$1,500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL	\$5,750.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Owner must provide clear access to the upstream and downstream manholes. • Integrity Inspection Solutions is not responsible for any Traffic Control, Bypass Pumping or Permitting unless otherwise stated in the proposal portion of this document.

Date _____

Sign Below to Accept Quote:

Authorized Rep

Public Works Contractors License Number 036543-C-4

Thank You For You Business



PROPOSAL

Integrity Inspection Solutions, Inc.

Cell: 208-960-2883
Office: 208442-4470
Fax: 844-351-6902

204 S Dudley Ln Nampa, ID 83687
integrity@iispipeline.com

CUSTOMER
City of Middleton

DATE
6/30/2021

ADDRESS

PHONE

E-MAIL

SALESPERSON
Richard Mason

PROJECT
**City of Middleton - Misc
Sewer Repairs**

PREPARED BY:
Richard Mason

ATTENTION
Terrell Mendive

PAYMENT TERMS
Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Installation of 8"X48" CIPP Spot Repair to fix a pipe joint, infiltration or root intrusion at MH4155 to 4166	\$2,250.00	\$2,250.00
1	Traffic Control	\$200.00	\$200.00
1	Trip Charge	\$25.00	\$25.00
1	Installation of 8"X48" CIPP Spot Repair to fix a pipe joint, infiltration or root intrusion at MH4139 to 4138	\$2,250.00	\$2,250.00
1	Traffic Control	\$200.00	\$200.00
1	Trip Charge	\$25.00	\$25.00
2	Installation of 8"X48" CIPP Spot Repair to fix a pipe joint, infiltration or root intrusion at MH4179 to 4183	\$2,250.00	\$4,500.00
1	Traffic Control	\$200.00	\$200.00
1	Trip Charge	\$25.00	\$25.00
3	Lateral Launch 4" Service or Push Camera from clean out to determine if there is lateral infiltration	\$250.00	\$750.00
N/A - EA.	CIPP point repair straight or elbow kit 4"X24" to stop lateral infiltration Note: Must be a clean out to perform this work	\$1,450.00	
	Note: We will be inspecting these lines to determine if we can repair	\$0.00	\$0.00
1	Abandon 8" to 4" sewer line at the MH with an 8" inside screw plug and grout in the 8" line at the manhole	\$850.00	\$850.00
	Note: We will push camera this line to determine if it's live or dead prior to completing abandonment		\$0.00
			\$0.00
1	Installation of 12"X48 CIPP Point repair between MH4216 to MH4217	\$2,850.00	\$2,850.00
1	Installation of 12"X48 CIPP Point repair between MH4221 to MH4227	\$2,850.00	\$2,850.00
1	Trip Charge	\$50.00	\$50.00
		\$0.00	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL	\$17,025.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Owner must provide clear access to the upstream and downstream manholes. * Integrity Inspection Solutions is not responsible for any Traffic Control, Bypass Pumping or Permitting unless otherwise stated in the proposal portion of this document.

Date

Sign Below to Accept Quote:



**Xylem Water Solutions USA, Inc.
Wedeco Products**

4828 Parkway Plaza Blvd.
Suite 200
Charlotte, NC 28217
Tel 704/409-9700
Fax 704/409-9839

July 2, 2021

CITY OF MIDDLETON
1103 W MAIN ST
MIDDLETON ID 83644-5543

Quote # 2021-WED-0819

Account# 112648

Re: MIDDLETON - 112648 - UV SPARES

Xylem Water Solutions USA, Inc. - WEDECO is pleased to provide a quote for the following equipment and/or services for your approval.

UV SPARES

Qty	Description	Unit Price	Extended Price
6	76-04 48 40 BALLAST ECORAY TDS 55	\$ 653.00	\$ 3,918.00
64	76-610 21 67 LAMP, UV ECORAY VL	\$ 163.00	\$ 10,432.00
128	76-03 87 20 WIPER HOLDER 063X15 INCL. PTFE	\$ 24.00	\$ 3,072.00
1	76-03 60 18 UV SENSOR SO13799 - WW	\$ 1,120.00	\$ 1,120.00
10	76-02 70 77 GUIDING RAIL,PPO BLACK	\$ 10.00	\$ 100.00
8	76-03 63 92 BRUSH,TAK, SS FOR NEW SENSOR	\$ 26.00	\$ 208.00

Total Project Price \$ 18,850.00

Freight Charge \$ 75.00

Total Project Price \$ 18,925.00

Incoterm: 3 DAP - Delivered At Place

Named Placed: 08 - Jobsite

Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

Terms of delivery: Freight PP/Add Actual

Warranty: Standard warranty terms apply to the items in this quotation.

Validity: This Quote is valid for thirty (30) days.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Schedule: Delivery lead times are 5-10 working days after order acceptance.

Terms of payment: Net 30 Standard

WEDECO
a xylem brand

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Inc.

Terms and Conditions: This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and are incorporated herein by reference and made a part of the agreement between the parties

Shortages: Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Back Charges: Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Delivery lead-times may be impacted by the current COVID-19 virus pandemic relative to transportation logistics.

Customer Acceptance: A signed facsimile of this quote is acceptance as a binding contract.

Signature: _____

Name (please print) _____

Date: _____ PO# _____

Sincerely,



JULIE ROPIC

Phone: 704-409-9793

julie.ropic@xylem.com



CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.
MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
CITMID@MIDDLETONCITY.COM

ADMINISTRATION

BEER WINE
APPLICATION/LICENSE

YEAR June 1, 2018– May 31, 2019

- ☒ New License
☐ Renewal

SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)
☒ WINE (\$200.00)

SALE FOR OFF-PREMISE CONSUMPTION

- ☐ BEER (\$50.00)
☐ WINE (\$200.00)

OFFICE USE ONLY:

RECEIPT

\$ _____

LICENSE

Applicant Name: April Bibbins

Business Name: 208 Burger Q

Business Address (Street/P.O. Box/City/Zip): 308 W. Main St

Mailing Address (Street/P.O. Box/City/Zip): 2342 Lansing Ln, Middleton

Business phone: 208-585-3097 Other Phone: 510-304-4758

Email address: 208burgerq@gmail.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

6/25/21
Date

April Bibbins
Applicant Signature

April Bibbins
Print Name

LICENSE

Application Approved by City Council on (date): _____

Application Denied: _____

License is hereby issued this ____ day of _____, 20____.

City Clerk

Notes: _____

2021284

CANYON COUNTY, ID
STATE OF IDAHO

This is to certify, that Marwood, INC

dba:208 Burger Q

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 308 W MAIN ST., MIDDLETON, ID 83644

License valid until May 31, 2022

Beer	Bottled or canned, consumed ON premises	\$75.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 22nd day of June, 2021
Mail To: 23412 LANSING LN, MIDDLETON, ID 83644

Chris Jamamoto

Clerk

Kent Smith
Chairman

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

State of Idaho

Idaho State Police

Cycle Tracking Number: 126261

Premises Number: 2C-31045 **Retail Alcohol Beverage License**

License Year: 2022

License Number: 31045

This is to certify, that Marwood, Inc
doing business as: 208 Burger Q

is licensed to sell alcoholic beverages as stated below at:
308 W. Main St, Middleton, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$0.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$0.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

Signature of Licensee, Corporate Officer, LLC Member or Partner

MARWOOD, INC
208 BURGER Q
23412 LANSING LN

MIDDLETON, ID 83644

Mailing Address

TOTAL FEE: \$0.00

License Valid: 06/01/2021 - 05/31/2022

Expires: 05/31/2022

[Signature]

Director of Idaho State Police





Idaho State Police

Alcohol Beverage Control
700 S. Stratford Dr. Ste 115
Meridian, ID 83642
Phone: (208) 884-7060

AFFIDAVIT – RELEASE OF LICENSE

I/we, the undersigned, regarding herein named license:

Alcohol License No.: _____; Premises ID No.: _____,

doing business as _____, located in the city of _____,

County of _____, State of Idaho, transferred on this _____ day of _____,

20____, the use of said license to the following person(s) or entity (new applicant name(s)):

Name Address

Name Address

Name Address

DISCLAIMER: This affidavit cannot be construed to affect any agreements between assignor(s) and assignee(s).

Assignor's Signature(s): _____

On this _____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of _____, personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that (s)he/they executed the same.

(Seal)

Notary Public
Residing at _____
My Commission Expires _____

July 2, 2021

Becky Crofts
City of Middleton
1103 W Main St.
Middleton, ID 83644

Sent via email to: bcrofts@middletoncity.com

Subject: Proposal for Water Master Plan Revisions

Dear Becky,

SPF Water Engineering, LLC (SPF) is pleased to provide the following scope of work and fee estimate for consulting engineering services related to the planning study of revising the water master plan for the City.

BACKGROUND

SPF performed an update to the water master plan in 2019/2020. Since the development of this update there has been development requests and significant growth. The City anticipates an increased growth pattern in addition to what was originally used for the update in 2019/2020. The City would like to include the following items as part of a revision to the Water Master Plan Update:

- Develop a declining balance plan based on the current three pressure zones available and incorporating the City's revised area of impact. The intent of this study is to integrate results into the Master Plan Update report and to use as a separate planning guide as future development requests for water service occur.
- Include new water users into the model that were connected into the City's system after the master plan update was created.
- Develop a capital improvement plan (CIP) based upon the revised growth projections such that they are in-line with recent wastewater treatment plan upgrades.

SCOPE OF WORK

SPF proposes the following scope of work.

Task 1 – Revise Hydraulic Model. SPF will revise the current hydraulic model to include additional users (~300) that have since been added to the water system since the last master plan update. The model will also be revised to incorporate the updated growth projections provided from the wastewater treatment plant upgrade project. The model will allocate demands based upon the added users and will look at the 20-year projected water demands. Scenarios will be re-run for the revised master plan update.

Task 2 – Declining Balance Review. SPF will develop a declining balance overview using the City's current three pressure zones and the revised City Area of Impact. This review will incorporate the revised hydraulic model and updated meter information. Suggested fire flows by building type/use were also provided by the City Fire Department for analyzing fire flow events for the Update. The declining balance will utilize well information and current flow demands to determine water availability for growth.

Deliverable: A stand-alone Technical Memorandum will be presented for the City's review and comment related to the Declining Balance study. It is anticipated that the report will include tables showing a declining balance of demands as they currently stand, and exhibits referencing the stages of growth per zone.

Task 3 – Impacts to Service Area. This task will examine the available declining balance demands as determine in Tasks 1 and 2 and will analyze the existing infrastructure per zone in relation to the City's service area. It is anticipated that nine (9) scenarios will be added to the hydraulic model: Zone 1 growth to the south (1), east (2), and west (3) areas; Zone 2 growth to the north (4), and west (5); Zone 3 to the north (6) and east (7); and, a proposed Zone 4 to the north.

Deliverable: Based upon the comments received from the technical memorandum in Task 2 and results of Task 3, the Master Plan Update will be revised and provided as a Final report for the City's review and comment. Comments will be incorporated into the Master Plan Update and submitted to IDEQ for review.

SCOPE OF WORK - NOT INCLUDED IN PROPOSAL

These items are not currently included in this contract. Additional services may be added to future contracts.

- Locations of Well Sources
- Design/Construction Support
- Water rights work
- Population Forecasting

Any services listed above may be added to SPF's scope of work upon request. However, it is anticipated they are not necessary or will be provided by others under separate contracts.

SCHEDULE

SPF's anticipates starting the efforts associated with Task 1 within three weeks of the City providing a notice to proceed with completion of a draft technical memorandum eight weeks after the start date . This estimate is provided based on current workload obligations and conditions as of the date of this proposal.

FEE ESTIMATE

SPF proposes to perform the scope of work described above on a time and materials basis. Estimated costs for individual tasks are summarized in Table 1 below and excess amounts from one task may be utilized on another. SPF's current hourly rate schedule is provided as Table 2. Direct costs (photocopy, postage, subcontractors, etc.) are billed at actual cost plus 15%. Invoices will be sent on a monthly basis.

Table 1. Estimated Costs by Task

Task	Fee
TASK 1 - Revise Hydraulic Model	\$ 23,300
TASK 2 - Declining Balance	\$ 5,550
TASK 3 - Impacts to Service Area	\$ 8,400
TOTAL FEE	\$ 37,250

AGREEMENT

If this proposal meets with your approval, it may serve as the basis for agreement, in conjunction with the attached schedule of fees and conditions, by affixing a signature in the space provided below. This signature will be considered as a notice to proceed with a budget of \$37,250.

Please return a signed copy to our office. We look forward to working with you on this project.

Respectfully submitted,
SPF WATER ENGINEERING, LLC

By Michael Boeck
Michael Boeck, P.E.
Principal

Accepted By:
CITY OF MIDDLETON

By _____
Title _____
Date _____

SPF WATER ENGINEERING, LLC SCHEDULE OF HOURLY BILLING RATES		
Personnel	Title	2021 Billing Rate
Terry Scanlan, P.E., P.G.	Principal Engineer/Hydrogeologist	\$185
Christian Petrich, Ph.D., P.E., P.G.	Principal Engineer/Hydrologist Emeritus	\$185
Bob Hardgrove, P.E.	Principal Engineer	\$167
Mike Boeck, P.E.	Principal Engineer	\$167
Matt Rasmusson, P.E.	Senior Project Manager	\$156
Steve Hannula, P.E., P.G., PMP	Senior Project Manager	\$156
Jason Thompson, P.E.	Senior Project Manager	\$156
Justin Leraris, P.E.	Senior Project Manager	\$156
Mike Kettner, P.E.	Project Manager	\$144
Scott King, P.E.	Project Manager	\$140
Peter Vidmar, P.E.	Senior Project Engineer	\$133
Lucas Glauser, P.E.	Senior Project Engineer	\$125
Grae Harper, P.E.	Project Engineer	\$108
Marci Pape, P.E.	Project Engineer	\$100
Holten White, P.E.	Project Engineer	\$97
Sean Albertson, E.I.T.	Associate Engineer	\$95
Andrew Francis, P.G.	Project Hydrogeologist	\$95
Lori Graves	Senior Water Right Specialist	\$104
Patrick Kelly	Project Hydrologist	\$101
Brad Mathews	Senior Designer	\$98
Crystal Jensen	GIS Specialist	\$82
Julie Romano	Accounting	\$65
Kalli Everhart	Project Coordinator	\$65
Jackie Heriza	Administrative Support	\$55

Note: Hourly billing rates will be adjusted on January 1st each year.

SCHEDULE OF FEES AND CONDITIONS**SPF WATER ENGINEERING, LLC (SPF)****A. FEES AND PAYMENT**

1. The fee for services will be based on SPF's standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus 15% service charge to cover overhead and administration. Hourly rates are adjusted on an annual basis.
2. Payment shall be due within 30 days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within 60 days from the date of invoice, SPF may, after giving 7 days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, SPF will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due SPF pursuant to this Agreement shall be a condition precedent to OWNER using any of SPF's professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 18% per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial 30-day period following date of invoice.

B. COMMENCEMENT OF WORK. The work will commence upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of SPF for more than 60 days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

C. MISCELLANEOUS PROVISIONS**1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY**

- (a) SPF will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name Owner as an additional insured on applicable policies if specifically requested in writing.
- (b) SPF asserts that it is skilled in the professional calling necessary to the services and duties proposed to be performed, and that it shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of SPF's caliber in the same locality, and to that end SPF agrees to indemnify and hold harmless Owner, its officers, and employees from and against claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent acts, errors, or omissions of SPF, its officers, employees or agents in the performance of its services and duties hereunder, but not from the negligence or willful misconduct of Owner, its officers, and employees. However, in no event shall SPF be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder. The total aggregate of SPF's liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of SPF's fee, whichever is less.
- (c) Owner hereby understands and agrees that SPF has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Owner's premises, or in connection with or related to this project with respect to which SPF has been retained to provide professional engineering services. The compensation to be paid SPF for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Owner agrees to defend, indemnify, and hold SPF, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or

consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring SPF to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring SPF to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and SPF does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) SPF shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of SPF, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, SPF makes no warranty, whether express or implied, as to the actual capacity or drawdown of any proposed water well(s), or the quality or temperature of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. Owner understands and agrees that SPF's responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

2. DOCUMENTS

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of SPF, except where by law or precedent these documents become public property. Owner agrees to hold harmless, indemnify, and defend SPF, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of SPF.
- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for Owner, are and shall remain the sole property of SPF.
- (c) SPF's liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. SPF makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by SPF under this Agreement. In no event shall SPF, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
- (d) Environmental Audit/Site Assessment report(s) are prepared for Owner's sole use. Owner agrees to defend, indemnify, and hold SPF, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of SPF.

3. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by Owner, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on SPF's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse SPF for termination costs.

4. **WAIVER.** SPF's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
5. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between Owner and SPF relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
6. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.
7. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by SPF through exercise of its experience and judgement in applying presently available cost data, but it is recognized that SPF has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that SPF cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from SPF's cost estimates.
8. **INJURY TO WORKERS.** It is understood and agreed that SPF's fee is based on SPF being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and Owner agrees to insert into all contracts for construction between Owner and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Owner and SPF from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Owner or SPF.
9. **SITE VISITS.** Visits to the construction site and observations made by SPF as part of services during construction under this Agreement shall not make SPF responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make SPF responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by SPF are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.
10. **ON-SITE MONITORING.** When SPF provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard Owner against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day monitoring will not, however, cause SPF to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
11. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
12. **DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL.** If applicable to the contracted scope of work, SPF will submit the required documents for the proposed facilities to the Department of Environmental Quality or state equivalent (Approving Agency) for the appropriate reviews and approvals. Under no circumstances may construction begin on the proposed facilities prior to receipt of Approving Agency's written approval of the reports, plans, and specifications for the proposed facilities. As professional engineers, SPF's employees are obligated to report to the Approving Agency any construction that begins prior to receipt of the appropriate approvals.

Individual Deductible	\$	250	\$	250	\$	4,250
Family Deductible	\$	500	\$	500	\$	8,500
Employee Max Out of Pocket	\$	1,750	\$	1,750	\$	4,250
Family Max Out of Pocket	\$	3,000	\$	3,000	\$	8,500
Employee Only	\$	865.55	\$	916.48	\$	578.58
Employee + Spouse	\$	1,857.41	\$	1,966.69	\$	1,157.16
Employee + Child	\$	1,218.05	\$	1,289.72	\$	1,099.30
Employee + Children	\$	1,709.70	\$	1,810.29	\$	1,099.30
Employee + Family	\$	2,578.82	\$	2,730.55	\$	1,677.88
<i>*based on 2021 3rd Quarter rates</i>						
Monthly Premium	\$	42,098.84	\$	44,575.80	\$	27,713.96
Annual Premium	\$	505,186.08	\$	534,909.60	\$	332,567.52
BUY DOWN TOTALS						
Employees would pay						
0% of Employee Premiums	\$	-	\$	-	\$	-
50% of Dependent Premiums	\$	10,230.05	\$	10,831.90	\$	6,624.73
Employee Out of Pocket contribution					\$	1,500.00
Dependent(s) Out of Pocket contribution					\$	1,500.00
Employer would pay						
100% of Employee Premiums	\$	21,638.75	\$	22,912.00	\$	14,464.50
50% of Dependent Premiums	\$	10,230.05	\$	10,831.90	\$	6,624.73
Monthly Premiums Total	\$	31,868.80	\$	33,743.90	\$	21,089.23
Annual Premiums Total	\$	382,425.54	\$	404,926.80	\$	253,070.76
Annual Employer MAX Risk of OOPM					\$	118,250.00
ANNUAL Employer portion	\$	382,425.54	\$	404,926.80	\$	371,320.76
Annual Savings over renewal					\$	(33,606.04)



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Frequently Asked Questions about your HRA

1. **What is a Health Reimbursement Account (HRA)?**

The HRA is an employer-sponsored plan that can be used to reimburse a portion of you and your eligible family member's out-of-pocket medical expenses, such as deductibles, coinsurance and pharmacy expenses. It is not an insurance program, but a financial reimbursement plan funded entirely by your employer. Your employer has designated a specific dollar amount to credit to the account (either monthly or annual contributions). You choose which out-of-pocket qualified medical expenses you would like to submit for reimbursement. Unused account balances will be rolled over to the following plan year provided your employer continues to offer the program and you remain enrolled in it.

2. **Do I have to have health insurance to have a health reimbursement arrangement (HRA)?**

HRAs are usually provided by employees to complement a higher-deductible health plan (HDHP), but can be paired with any type of health plan or offered alone. Once you have used your HRA funds, you pay all new and remaining expenses out of pocket.

3. **Who can put money in my HRA?**

HRAs are fully owned and funded by the employer.

4. **How do I know how much is contributed to my HRA each plan year?**

At the beginning of each plan year, your employer will notify you of the amount they will contribute to your HRA for that plan year.

5. **Do I need to enroll each plan period?**

Yes. All eligible employees must enroll each year during the open enrollment period. Your employer will instruct you on how to complete enrollment.

6. **Can I be reimbursed for my dependents' medical expenses?**

Yes, as long as your dependent meets the definition of a dependent as defined by the IRS and is included in your employer's plan.



7. **What is an eligible health care expense?**

Eligible expenses under an HRA plan are determined by your employer. Contact your human resources department for information about your HRA plan design and eligible expenses. Generally, the following expenses are eligible under an HRA plan:

- Health insurance deductibles
- Coinsurance and co-pays
- Other expenses included in IRS Publication 502—Medical and Dental Expenses as eligible or qualified expenses
- Some insurance premiums

Eligible expenses must be incurred by the employee and/or eligible members of the employee's family, and take place within the benefit plan year.

8. **Is there a minimum claim amount?**

There is no minimum claim amount; however, your plan may place a minimum on the reimbursement account (usually \$15). If your eligible claim amount is less than the minimum, it will be held until additional claims are submitted.

9. **What's the maximum reimbursement amount from my HRA?**

Your HRA benefit amount is determined by your employer. Most plans will reimburse eligible expenses up to the full available balance in your HRA. If your plan is based on an accrual, you'll only be reimbursed the amount that you've earned in the plan. Contact your benefits department for specific information about your plan design.

10. **Do funds carry over at the end of the plan period?**

Any unused amounts left in the accounts at the end of the plan period may or may not be carried over into the next plan period depending on your plan. You have access to these funds from year to year as long as you remain an eligible employee and carryover is permitted by your plan. You may even have access to funds after termination of employment, if permitted by the plan.

HRA ADMINISTRATION FEE SCHEDULE

Annual/One Time Fees

- HRA Document Fee \$150.00
We Require all HRA plans to have their required ERISA Document on file. If the group doesn't have a current document, we'll write the document. The fee is a one time fee and isn't charged
- Amendment Fee \$75.00
Only charged when the group requires a plan amendment
- Non Discrimination Testing \$150.00
Annual non discrimination testing will be performed this includes the eligibility, Benefits and 105(h).

Monthly Fees

- HRA Account Reimbursement
This covers the cost of the reimbursement account and card for each employee. Fee is per employee enrolled per month.
 - 0-100 Enrolled \$3.50 pepm or \$3.00 pepm non carded

Services Provided

- Account Discrimination Testing
- IRS and DOL Compliance
- 5500 Preparation and Filing if required
- Daily Claims Administration
- Online Account Access
- Debit Cards
- Stacked Benefit Card Accounts
- Dedicated Service Team
- Online Claims
- Employer Account Balance Reports
- Employee Account Balance Statements
- Employee Enrollment Materials



SET UP

- Service Agreements Signed 25 days prior
- Build out HRA System 25 days prior
- Build out EDI Feeds 20 days prior
- Setup of Funding 15 days prior
- Send out Welcome Emails to Participants 2-3 days prior
- Train Employer on HRA portal 7 days prior

Testing and Training

- All fees are guaranteed for a five year period of time
- We require a 30 day notice for any termination