



AMENDED AMENDED AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday December 15, 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 Amended Amended Agenda

Information Item:

Workshop: Discussion about revisions to Middleton City Code regarding density and/or size of single-family home lots. – Roberta Stewart

Action Items:

Consent Agenda (items of routine administrative business) (**Action Items**)

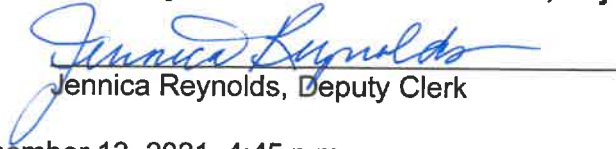
- a. Consider approving minutes for City Council December 1, 2021, regular meeting.
 - b. Consider ratifying payroll for December 3, 2021, in the amount of \$88,031.69.
 - c. Consider approving accounts payable thru December 9, 2021, in the amount of \$380,615.92.
 - d. Consider approving Findings of Facts, Conclusions of Law & Order ("FCO") for the Willow Wood Estates Subdivision project applications.
2. Consider approving Final Plat for Stonehaven No. 5 – Roberta Stewart
 3. Consider appointing the following individuals to the Planning and Zoning Commission for three-year terms. Ray Waltemate, Scott Brock to replace and Jackie Hutchinson and Tim Hoekstra to replace Janet Gregory. –Mayor Rule (**Action Item**)
 4. Consider approving estimate from Emergency Responder Services, Inc. in an amount not to exceed \$9,184.99 for K-9 vehicle equipment. –Sgt. Hilkey (**Action Item**)
 5. Consider the use of the city owned property at 305 Cornell. -Mayor Rule (**Action Item**)
 6. **Public Hearing previously tabled from November 17, 2021 and December 1, 2021:**
An application by David Buich/ Hartley Lane LLC and James L. Escobar, AIA for preliminary plat with respect to the Carter John Mixed-Use Subdivision located at 0 Hartley Lane (Tax Parcel No. R1788901). The proposed preliminary plat consists of 53 townhome sites, 4-8 common lots and 1 commercial lot on 6.06 acres of vacant land zoned Mixed Use (M-U). – Roberta Stewart (**Action Item**)
 7. Consider approving Resolution 462-21 Surplus property: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, DECLARING CERTAIN BUSINESS PERSONAL PROPERTY AS OBSOLETE OR SURPLUS, AUTHORIZING

AND DIRECTING SALE OR DISPOSAL OF SURPLUS PROPERTY. –Mayor Rule
(**Action Item**)

8. Consider approving dates for 2022 City Council meetings. –Mayor Rule (**Action Item**)

Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Jennica Reynolds, Deputy Clerk

Date: December 13, 2021, 4:45 p.m.

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

**MIDDLETON CITY COUNCIL
DECEMBER 1, 2021**

The Middleton City Council meeting on December 1, 2021 was called-to-order at 5:35 p.m. by Mayor Rule.

Roll Call: Mayor Rule, Council President Kiser, Council Members Huggins, O'Meara were all present and Garner. City Attorney Douglas Waterman was also present.

Pledge of Allegiance, Invocation:

Action Items

A. Approve Agenda

Motion: Motion by Council President Kiser to approve the Amended Agenda as posted November 30, 2021 at 1:25 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

Information Items:

Action Items:

1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for City Council November 17, 2021, regular meeting.
 - b. Consider ratifying payroll for November 19, 2021, in the amount of \$109,854.41.
 - c. Consider approving accounts payable thru November 29, 2021, in the amount of \$84,671.08.

Mayor Rule called the items. Council President Kiser stated he had gone through the accounts payable. There were no concerns.

2. **Motion:** Motion by Council President Kiser to approve Consent Agenda Items 1 a-c. Motion seconded by Council Member Garner and approved unanimously. Consider approving Special Events Permit Christmas Parade December 11, 2021 at 2:00 p.m. (**Action Item**)
3. Consider a request from Middleton Chamber for a waiver of fees for use of the Trolley Station for meetings. (**Action Item**)
4. **Public Hearing:** An application by David Buich/ Hartley Lane LLC and James L. Escobar, AIA for preliminary plat with respect to the Carter John Mixed-Use Subdivision located at 0 Hartley Lane (Tax Parcel No. R1788901). The proposed preliminary plat consists of 54 townhome sites, 5 common lots and 1 commercial lot on 6.06 acres of vacant land zoned Mixed Use (M-U). – Roberta Stewart (**Action Item**)
5. **Public Hearing:** application by Joe Austin and David Sterling/T-O Engineers for annexation/rezone, preliminary plat, and development agreement with respect to the Willow Wood Estates Subdivision located at 0 Cemetery Road (Tax Parcel Nos. R37579001 and R37579011). The proposed preliminary plat consists of 63

residential lots and 10 common lots on 21 acres of vacant land. Applicants are requesting a zone change to R-3. – Roberta Stewart (**Action Item**)

6. Consider approving the Findings of Facts, Conclusions of Law and Recommendation for Willow Wood Subdivision. – Roberta Stewart (**Action Item**)
7. Consider approving Ordinance 655 regarding the annexation and rezone of Willow Wood Estates Subdivision property. – Roberta Stewart (**Action Item**)
8. Consider approving a contract with Lurre Construction in the amount of \$19,200.00 to remove the dirt hill at Piccadilly Park and stockpile for Donna Drain Project. (**Action Item**)
9. Consider approving a proposal from Idaho Power to install a street light near Mill Creek Elementary School in an amount not to exceed \$8000.00. (**Action Item**)
10. Consider becoming a local partner of Boise Valley Economic Partnership for an amount not to exceed \$5000 for membership fee. (**Action Item**)

Public Comments, Mayor and Council Comments:

- Jo Ellen Ringer—113 3rd Street. Ms. Ringer asked why the trash cans were removed by city staff. She stated that since the removal there has been abundance of garbage and debris scattered in her neighborhood. She stated that a private citizen has placed a garbage can in the area and it is often full. Ms. Ringer's second issue was regarding who is responsible for the clean up of the Middleton bridge area. She has cleaned the area with family members herself but feels there should be assistance in the clean up by a public agency. Third, Ms. Ringer would like to see enforcement of livestock and loose dogs. She has been chased by dogs and was told there weren't city codes to deter this. The city staff will look into these issues and see what can be done.
- Mike Graffe—1889 Ridge Way. Commented on the logo contest and would like to see the year established 1910 added to the logo before it is finalized. He also commented that he appreciates Ms. Ringer's comments regarding dogs at large and would like to see something enforced on it.

Adjourn: Mayor Rule adjourned the city council meeting at 6:31 PM.

ATTEST:

Steven J. Rule, Mayor

Rhonda Carpenter, Deputy Clerk
Minutes Approved: November 17, 2021

DRAFT

EXHIBIT “A”



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 8/17



Date: 11-23-2021

Middleton City Code Section 3-2 Special Events.

I. General Information:

Event Name: Middleton Christmas Parade

Event Dates(s) / Time(s): December 11th 2:00 pm

Event Location: Main, Dewey, 1st

II. Applicant / Sponsoring Organization Information:

Applicant Name: Middleton Chamber Commerce

Sponsoring organization Name: Same

Are you a non-profit corporation? Yes ☒ no ☐ if yes, 501c(3) ☐ or 501c(6) ☒.

Address: PO Box 434

City: Middleton State: ID Zip: 83644

Phone: 208-318-0406 ; Cell Phone: 208-899-2407

Fax: _____ ; Email: tamara@claritycc.com

On-Site/Emergency Contact Name: Tamara Zimmerman

Address: 3 W Main St.

City: Middleton State: ID Zip: 83644

Cell Phone: Same ; Email: Same

III. Brief Description and Purpose of Event:

Middleton Chamber of Commerce presents
Middleton Christmas Parade



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 Fax

WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 8/17

IV. Street Closure Request:

List any street(s) or lanes of streets requiring temporary street closure for the event. Include street name(s) indicating beginning and end points of the closing, date and time of closing and reopening:

1. Hwy 44 Milepost 4 to 5
2. Derway to 1st
3. 1st to N. 4th

No permanent alteration to the street will be permitted.

Note: Permit from Idaho Transportation Department or Canyon County Highway District #4 may be required, depending on location.

V. Site Plan. A Site Plan must be attached that identifies the following, if applicable:

1. An outline of the entire event venue including the names of streets or areas that are part of the venue. If the event involves a moving route such as a parade, indicate the direction of travel and all streets or lane closures.
2. Location of any fencing, barriers and/or barricades. Must be removable for emergency access.
3. Location and identification of all temporary structures, portable toilets, booths, trash containers/dumpsters, cooking areas, identification of location of all vendor cooking with flammable gases or barbeque grills, waste grease containers, gray water containers, hand washing stations, etc.
4. Location of first aid facilities and ambulances.
5. Parking, placement of vehicles and/or trailers.
6. Location of generators and/or sources of electricity.
7. Exit locations for OUTDOOR events within fencing, tents, other temporary structures.
8. Firework launch location.

Information:

- I. Does the event involve the sale or use of alcoholic beverages? Yes ☐ No ☒.
If yes, an Alcohol Beverage Permit may be required.
- II. Does the event involve the sale or distribution of food? Yes ☐ No ☒.
If yes, a Temporary Food Establishment Permit (South West District Health Department (208) 455-5300) and a vendor permit (City of Middleton) may be required, with copy to the City.
- III. Does the event involve the sale of non-food items? Yes ☐ No ☒.
- IV. Will there be entertainment at the event? Yes ☐ No ☒.
- If yes, please provide the following information:
Dance component/open floor: _____
Live or recorded music: _____
Amplification: _____
Start and end time of entertainment: _____
Refer to Middleton City Code Section Noise.
- V. ADDRESS: If the event is located within a building, name of building, address, owner name:

- VI. TEMPORARY STRUCTURES.
Will there be any temporary structures on the event site? Yes ☐ No ☒



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 8/17

Number of stages: _____ Size of stage(s): _____

Number of Tents: _____ Size of tent(s) _____

Inspection of temporary structures may be required and applicant is obligated to pay any inspection fee. Inspection / permit may be required for a tent by the Middleton Rural Fire District.

- VII. Does the event involve use of fireworks, rockets, pyrotechnics? Yes _____ No ☒
Where and when?

Inspection / permit by Middleton Rural Fire District may be required.

- VIII. Will portable toilets for the public be provided? Yes _____ No ☒

- IX. Will electrical hookup for the event be required? Yes _____ No ☒

Electrical inspection / permit may be required.

- X. Will a generator(s) be used? Yes _____ No ☒

- XI. Will access to water be required for the event? Yes _____ No ☒

- XII. Will signs and/or banners be displayed as part of the event? Yes _____ No ☒

A sign permit may be needed from the City of Middleton.

- XIII. Will this event be marketed, promoted, or advertised? Yes ☒ No _____

- XIV. Will there be live media coverage of the event? Yes _____ No ☒

XV. PARKING:

How will parking be accommodated for this event for all patrons, vendors, service providers, and event staff? Side streets, Middle School

XVI. REFUSE / GARBAGE:

How will garbage be contained and removed during and after the event?

N/A

Applicant will be responsible for the costs (time and material) any any rubbish or garbage removal by Public Works or City staff.

XVII. NOTIFICATION. Applicant may be required to notify property owners affected by the event before a special events permit will be issued.

XVIII. SECURITY. Applicant may be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the City for costs of providing on-duty law enforcement officers, for necessary policing.



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 Fax

WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS APPLICATION/AGREEMENT/PERMIT

REV 8/17

XIX. INSURANCE, FEE.

Pursuant to Middleton City Code Section 3-2-2 (E), all applicants shall submit, with the application, and maintain, at least until the conclusion of the special event, a comprehensive general liability insurance policy in the amount of one million dollars (\$1,000,000.00), with the city of Middleton names as an additional insured, and written by a company authorized to write insurance policies within the state of Idaho, and filed with the Middleton city clerk's office. Applicants must also execute indemnification and hold harmless provisions contained within the application to address potential liabilities and damages to persons and/or property.

FEE: \$160.00 Pursuant to Resolution No. 334-13 Fee Schedule, except as otherwise provided in this chapter, special event applicants, promoters and sponsors whose special events require the use of municipal resources as a result of their anticipated attendance or heightened security concerns shall be required to reimburse the city for expended resources at the hourly rate or salary of city of other personnel involved in the permit processing, event traffic control, or other facility or event support and for the use of city equipment and other non-personnel expense. The city clerk shall require payment of fees and services or a reasonable estimate thereof at the time the completed application is approved, unless the city clerk for good cause extends time for payment. In any event, full cost recovery for resources shall be required no later than ten (10) days following the conclusion of the special event. Any extraordinary resources for which there are additional costs shall be solely dedicated to the special event.

XX. INDEMNIFICATION / HOLD HARMLESS AGREEMENT / AGREEMENT FOR LIABILITY AND COSTS.

Middleton Chamber of Commerce (Applicant / Organization / Permittee) shall indemnify, defend and hold the City of Middleton, its officers, agents and employees harmless from any and all claims, suits, actions, damages and causes of action which the City of Middleton may incur arising out of any personal injury, bodily injury, loss of life or damage to any property, or violation of any relevant federal, state or local law or ordinance, or other cause resulting from the following services, operations, event or use of City property authorized pursuant to this Special Event Permit.

Acceptance of insurance certificates required under this application / permit does not relieve

Middleton Chamber of Commerce (Applicant / Organization / Permittee) from liability under this application / permit. This application / permit shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

Middleton Chamber of Commerce (Applicant / Organization / Permittee) shall reimburse the City of Middleton for all costs and expenses that may be incurred by or on behalf of the Special Event (including but not limited to fees and charges of attorneys and other professionals and court costs incurred by the City of Middleton in enforcing the provisions of this permit.



CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644

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

WWW.MIDDLETONIDAHO.US

ADMINISTRATION

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 8/17

Further, as to such damages or claims for damages which arise during the scope of the activities or the use of property covered under this Agreement, Middleton Chamber Commerce (Applicant / Organization / Permittee), at its sole cost and expense, shall defend any and all suits, actions or other legal proceedings that may be brought or instituted by third parties against the City of Middleton, its officers, agents or employees, or any such claim or demand, and shall pay and satisfy any judgment or decree that may be rendered against the City of Middleton, its officers, agents or employees in any such suit, action or other legal proceeding.

All insurance companies shall be required to add the City of Middleton, its officers, agents and employees as additional insured by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance under this Agreement and that no other insurance affected by the City of Middleton or other named insured will be called upon to contribute to a loss covered there under. The policy shall contain no special limitations on the scope of protection afforded to the City, its officers, employees or agents unless approved in writing by the City of Middleton.

IN WITNESS WHEREOF, Tamara Zimmerman (Applicant / Organization Representative/ Permittee) has made and entered into this Agreement with the City of Middleton as of this 23 day of November, 2021.

APPLICANT / ORGANIZATION REPRESENTATIVE

[Signature]
Signature

Date: 11-23-2021

Tamara Zimmerman Middleton Chamber Commerce
Print name / Organization Name and Representative Title President

OFFICE USE ONLY

Application Received: _____

Fee Received: _____

Insurance Certificate Received: _____

Application Approved by City Council : _____

Application Denied: _____

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

City Clerk

Notes: _____

EXHIBIT “B”



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT
REV. 3/2021

TROLLEY STATION RENTAL AGREEMENT

This agreement is made and effective on 11-23-2021 between the City of Middleton, a municipal corporation of the State of Idaho, (Facility Owner) and Middleton Chamber of Commerce (Renter). The Trolley Station, kitchen, restrooms, and museum are owned and operated by the City of Middleton, and use of all or a portion of the facility is governed by the Middleton City Code. This fully-executed agreement, a paid or waived rental fee(s), a Property Condition Form signed by the Renter, and a City of Middleton Catering Permit Application and copy of the designated Alcohol Server license (if applicable), constitute a complete Trolley Station Rental Agreement. In consideration of the mutual covenants contained in this agreement, the Facility Owner rents the Trolley Station at 310 Cornell Street, Middleton, Idaho to the Renter under the following terms and conditions.

TERMS AND CONDITIONS (Read and Initial each item)

Activity/Event Description. Chamber luncheons

Capacity. The maximum capacity of the Trolley Station is 100. The Renter agrees to not cause or allow more than 100 individuals to be in the Trolley Station at one time.

Date and Time of Use. Every 2nd Thursday month 11:30-1:30
Time is of the essence with reference to the time of use, and any extra time for any reason must be approved in writing by the Facility Owner and must be paid for in advance.

Alcohol. ☐ Alcohol will be served ☒ Alcohol will not be served

Alcohol served at the Trolley Station must be served by an Idaho licensed alcohol server, and a copy of the server's license shall be attached to this application. If alcohol will be served at the Trolley Station, the Renter agrees to comply with the laws of the State of Idaho when using and serving alcohol. The Renter shall complete and return to the Facility Owner the City of Middleton Catering Permit Application at least five (5) calendar days prior to the event/activity (Send copy of Catering Permit to Idaho State Police and the Middleton Police Department).

Non-Smoking Facility. Smoking, vaping and use of e-cigarettes are prohibited in the Trolley Station and city-owned parks. Designated smoking areas outside but near Trolley Station are clearly marked. The Renter agrees cause or allow smoking, vaping and use of e-cigarettes only in city-designated smoking areas.



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT REV. 3/2021

_____ **Decorations.** The Renter agrees to hang decorations only using the hooks previously installed by the Facility Owner.

_____ **Prohibited.** The Facility Owner and the Renter agree that the following or similar uses and items are strictly prohibited because of damage that could result: open flames, use of gasoline, fuels, oil lanterns or electrical equipment engines, motors or machinery, candles, glitter, confetti, straw, rice, birdseed, hay, drinks with red or purple dye, duct tape, fastening decorations to or hanging decorations on the projector, screen, light or fan fixtures, wood paneling, cabinets, doors, walls, or windows; denting, creating a hole, installing a hook, fastener, or inserting thumb tacks of any kind into the facility's walls, ceiling, or woodwork; or scarring or marking a window sill. The Renter agrees to pay to repair damage the Renter or Renter's representative, agent, guest, or visitor causes or allows.

_____ **Noise.** Public disturbance by loud or offensive noise, especially after 10:00 p.m. is prohibited.

_____ **Fees and Refundable Deposit.** The Renter agrees to pay the Facility Owner the deposit and fee due prior to using the facility and/or equipment. The deposit and fee amounts are set by resolution of the Middleton City Council, and are included on the city's fee schedule. The Renter agrees to clean the facility and equipment, and after the Renter's activity or event, return possession of the facility and equipment to the Facility Owner in the same condition as when the Renter received it, normal wear and tear excepted. Expenses incurred by the Facility Owner to clean or repair the facility and/or equipment will be deducted from the Renter's deposit. The balance of the deposit, if any, will be returned to the Renter. If the expense to repair or clean the facility and/or equipment incurred by the Facility Owner exceeds the deposit, the Renter agrees to pay the Facility Owner the additional amount.

_____ **Cleaning.** The Trolley Station facility and equipment will be in a clean condition prior to the Renter's activity or event. Cleaning must be complete by the end of the contract period and cannot be delayed until the following day. If the Renter would like to clean the facility the day following the activity or event, then that day needs included in the date and time of use, and the appropriate fee paid. The Renter agrees to deliver the Trolley Station to the Facility Owner in as good condition as at the beginning of this agreement, including cleaning the facility and collecting, bagging and removing trash from the facility after the Renter's activity or event. The Renter agrees to pay the costs of cleaning or repairing any damage to fixtures, furniture or furnishings, walls, windows, ceiling, doors, flooring, kitchen, bathrooms, or electrical equipment caused by any act of the Renter or the Renter's employees, agents or anyone visiting the Trolley Station during the Renter's date and time of use.



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT REV. 3/2021

The Facility Owner and the Renter agree that the determination of whether the facility and equipment are clean or damaged is in the sole discretion of the Facility Owner.

_____ **Facility.** The Facility Owner at a large expense remodeled Trolley Station in 2015-2016 into an event center for Middleton with an elegant environment, audio/video projection system and screen, warming kitchen, restrooms, a drinking fountain, and light-weight tables and chairs. The Facility Owner and the Renter will inspect the facility and review the attached Property Condition Form identifying the condition of the facility and equipment. The Renter must provide the city a complete Trolley Station Rental Agreement prior to occupying or using the facility.

The facility and equipment are available for use on a first-come, first-served basis unless previously reserved by calling 208-585-3133 or visiting City Hall. The Facility Owner may enter the Trolley Station at any time to inspect the facility and/or equipment if the Facility Owner suspects the terms and conditions of this agreement are being violated. An individual may be removed or this agreement terminated by the Facility Owner if the individual refuses to comply with the Middleton City Code or the terms and conditions of this agreement. The Facility Owner may decline to rent the facility to anyone who in the past has not complied with Middleton City Code or the terms and conditions of their agreement with the city.

_____ **Utilities, Kitchen, and Restrooms.** Use of the utilities, kitchen and restrooms is included in the fee to rent the Trolley Station. The kitchen is only for keeping food warm, final food presentation, serving and bussing. The kitchen does not contain dishes, glassware, knives, utensils, pots, or pans. The Renter agrees to not prepare or cook food in the kitchen.

_____ **Access.** The sidewalks, doorways, and halls providing access to the facility are only for loading/unloading items for an activity or event, and for individual ingress/egress. Obstructing sidewalks, doorways, and halls is prohibited. The Renter agrees to not cover or obstruct windows in the facility, including light fixtures, without prior written consent from the Facility Owner.

_____ **Safe and Legal Use.** The Renter agrees to comply with all applicable local, state and federal laws, and use the facility and equipment in a safe manner.

_____ **Liability.** The Renter acknowledges the risk of large gatherings of people at one location and hereby assumes the risk of loss associated with renting the Trolley Station. The Renter releases and agrees to hold harmless the Facility Owner and its officers, agents, employees and representatives, from



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 Fax

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT REV. 3/2021

any claim, demand, loss, cost or damage that may arise in connection with the Renter's rental of Trolley Station. The Facility Owner does not represent or warranty that the property is fit for any particular purpose, and does not assume any liability or responsibility for any personal property placed in the Trolley Station during the Renter's date and time of use.

_____ **Abandoned Property.** The Renter and Facility Owner agree that the Facility Owner has the sole right to the custody of any personal property remaining at the facility after the Renter's activity/event is over, and the property is deemed abandoned and becomes property of the Facility Owner after five business days following the date of Renter's use of the facility.

_____ **Assignment or Subletting Prohibited.** Neither party may assign this rental agreement or sublet all or a portion of the facility without the prior written consent of the Facility Owner.

_____ **Impossibility.** The Renter releases and waives any claim against the Facility Owner for any loss or damage due to any defect of the water, sewer, drainage, heating, electrical, ventilation, or refrigeration system in, at, or connected to the facility that occurs while in connection with Renter's activity or event. If any part of one or more of these systems fails or is damaged by natural causes, fire, strikes, failure of utilities, or Act of God which, in the sole discretion of the Facility Owner, renders the fulfillment of this rental agreement by the Facility Owner impossible, then the Renter releases Facility Owner, its officers, representatives, agents, and employees from any demand or claim for loss or damage arising from any of these causes.

_____ **Applicable Law.** This agreement shall be governed according to the laws of the State of Idaho.

_____ **Binding Agreement.** This agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

After Hours Number: 208-921-0029

FACILITY OWNER:

Signature _____

Printed Name _____

RENTER:

Signature _____

Printed Name _____

Phone Number _____

Office Use Only:

Deposit Paid: _____ Deposit Check # _____ Cash _____

Copy of Driver's License Rcvd: (Initials) _____

Rental Fee + Tax Paid: _____ Receipt #: _____



CITY OF MIDDLETON
P O Box 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX
WWW.MIDDLETON.ID.GOV

ADMINISTRATIVE
CATERING PERMIT APPLICATION
REV. 4/2021

Event Information:

Permit to be used from: _____ To: _____ Start Time: _____ End Time: _____
(Month/Day) (Month/Day)

Catering for: _____ Sponsored By: _____
(Event Name) (Name of Organization, Group or Person)

Sponsor Address: _____
Street City State Zip

Sponsor phone: _____

Is this a 21 Year and older only event?

- ☐ Yes
☐ No

Estimate Number of Guests: _____

Estimated number of Guests in attendance per hour: _____

Event Location: _____

Catering Applicant Information: (No Alcohol in City Parks)

Food Truck Vendor: _____ Phone: _____

State Licensed Alcohol Holder: _____
(Business Name as Listed on State Alcohol License)

Idaho State Alcohol License Number: _____ Year: _____

Responsible Licensee Name: _____
(Name) (Title) (Phone Number)

Premises - Address: _____
(Street) (City) (State) (Zip)

Signature of Responsible Licensee/Vendor

For City of Middleton Use Only

_____ \$20.00 Receipt Number

_____ Verify "On Premises Consumption" designation with Idaho State Police Alcohol and Beverage Control
at <https://isp.idaho.gov/abc/licenseSearch/>

_____ E-mail this form to Middleton Police Department, Middleton/Star Fire and Idaho State Police:
abc@isp.idaho.gov

_____ Attach copy of Catering Application Permit to Trolley Station Rental Agreement

Trolley Station Food Truck Catering Event



Food Truck must vend to the sidewalk.

Only **ONE** Food truck can vend at a private event and require the Catering Permit and a fee of \$20.00

Food Truck must be located 10 ft away from the northwest corner of the building.★

Food Truck must be inspected by Middleton/Star Fire prior to event. (208-585-6650)



Trolley Station
Property Condition Form
(To be filled out and returned after event)

Date: _____ Renter/Event: _____ Phone: _____ Email: _____

Trolley Station

	Property Condition	Property Clean (Yes or No)		Comments
Floors	Vacuumed, no damage			
Windows	Clean no damage			
Window sills	Clean no damage			
Wainscot	Clean no damage			
Cabinets (west wall)	Clean no damage			
Projector	On-site, properly working			
Project remote control	On-site, properly working			
HDMI Cord extension w/coupler	On-site, properly working			
Wireless Keyboard	On-site, properly working			
Wireless Mouns/dongle	On-site, properly working			
Screen	On-site, properly working			
Microphone	On-site, properly working			
Microphone Receiver	On-site, properly working			
Sound Receiver	On-site, properly working			
Walls	Clean no damage			
Doors	Clean no damage			
Ceiling lights, wall scone	No damage, properly working			
Light switches/wall plates	No damage, properly working			
Fire extinguisher	On-site			
Security Cameras (2)	On-site			
Speakers in ceiling	On-site			

Kitchen

	Property Condition	Property Clean (Yes or No)		Comments
Floors	Clean, no damage			
Sinks	Clean, no damage			
Window	Clean, no damage			
Refrigerator/freezer	Clean, no damage, properly working			
Stove (2)	Clean, no damage, properly working			
Stove hoods (2)	Clean, no damage, properly working			
Counter tops	Clean, no damage			
Upper cabinets	Clean, no damage			
Lower cabinets, drawers	Clean, no damage			
Cutting board (2)	Clean, no damage			
Roll-up serving door, hook	Clean, no damage, properly working			
Trash cans (3)	Empty, with new liners			
Fire extinguisher	On-site			

Women's Bathroom

	Property Condition	Property Clean (Yes or No)		Comments
Floors	Clean, no damage			
Sink	Clean, no damage, working properly			
Counters	Clean no damage			
Toilets	Clean, no damage, working properly			
Sanitary fixtures in stalls	Clean, no damage, clean liner			
Soap dispenser	Clean, no damage, working properly			
Walls	Clean, no damage			
Partitions	Clean, no damage			
Trash	Empty, clean liner			
Light fixtures, switch	No damage, properly working			
Towel dispenser	No damage, properly working			



Trolley Station
Property Condition Form
 (To be filled out and returned after event)

Men's Bathroom

	Property Condition	Property Clean (Yes or No)		Comments
Floors	Clean, no damage			
Sink	Clean, no damage			
Counters	Clean, no damage			
Toilets	Clean, no damage, working properly			
Urinal	Clean, no damage, working properly			
Soap fixture	Clean, no damage, working properly			
Walls	Clean, no damage			
Lighting fixtures, switch	Clean, no damage, working properly			
Partitions	Clean, no damage			
Trash	Empty, clean liner			
Light fixtures, switches	No damage, properly working			
Towel dispenser	No damage, properly working			

Annex Hallway

	Property Condition	Property Clean (Yes or No)		Comments
Floors (carpet)	clean, no damage			
Walls Ceiling	clean, no damage			
Doors	clean, no damage			
Fire extinguisher	clean, no damage			
Ceiling lighting, wall sconces	Clean, no damage, working properly			
Custodial Closet				
Janitorial Sink	Clean, no damage, working properly			
Broom (1)	On-site			
Mop (1)	On-site			
Bucket (1)	On-site			
Vacuum (2)	On-site			
Drinking Fountain	Clean, no damage, works properly			
Security Camera	On-site			

Storage Room

	Property Condition	Property Clean (Yes or No)		Comments
Walls	Clean, no damage			
Carpet	Clean, no damage			
Ceiling	Clean, no damage			
Chairs	Clean, no damage			
Cart #1	Clean, no damage - 27 chairs stacked			
Cart #2	Clean, no damage - 27 chairs stacked			
Cart #3	Clean, no damage - 27 chairs stacked			
Cart #4	Clean, no damage - 27 chairs stacked			
Tables (13)	Clean, no damage - stacked on side			

Exterior

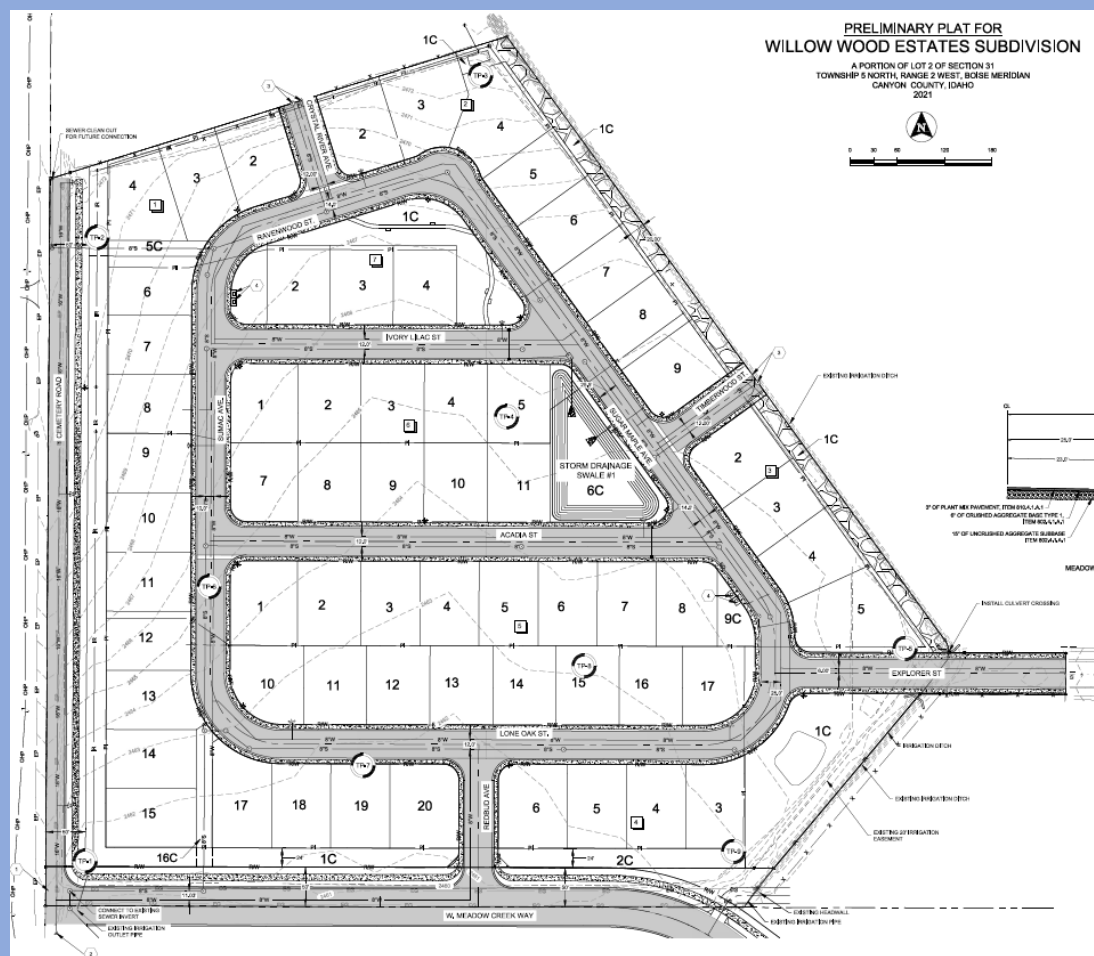
	Property Condition	Property Clean (Yes or No)		Comments
Sidewalks	Clean, no damage			
Lighting fixtures	Clean, no damage			
Grounds, flower beds, grass	Clean, no damage			
Security camera	On-site			

Refund deposit: Yes ____ No: ____

City Staff: _____

Date: _____

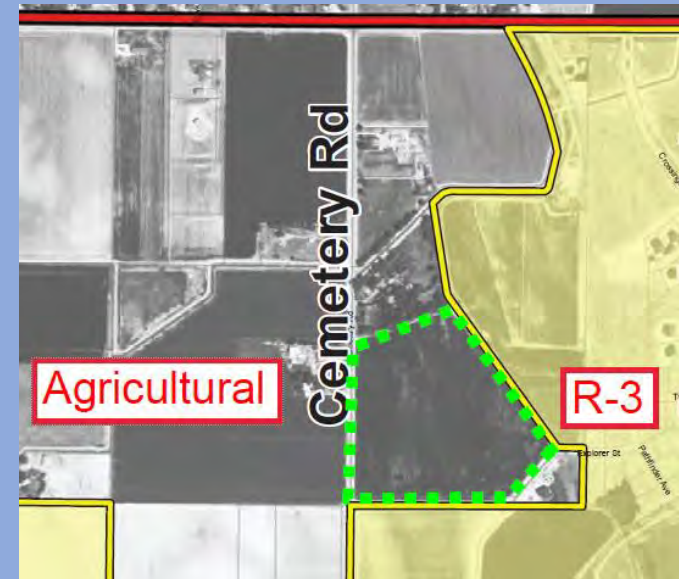
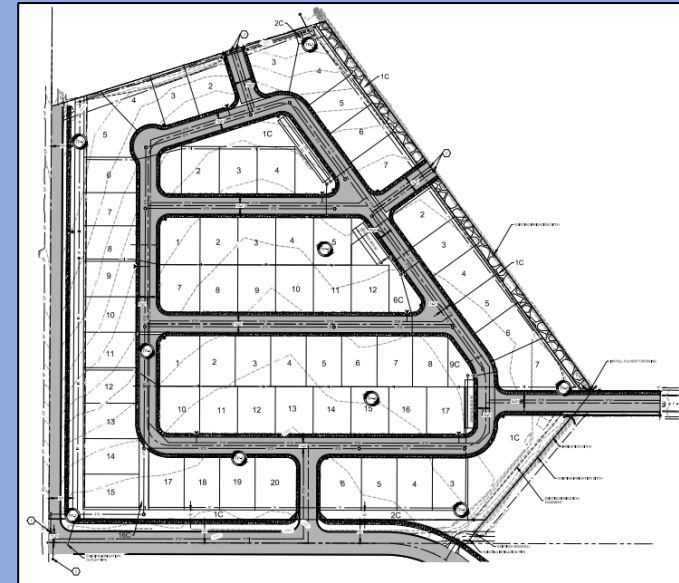
EXHIBIT “C”



Project Description: Residential subdivision with 62 buildable lots and 10 common lots on 21 acres of vacant land located at 0 Cemetery Road (Tax Parcels Nos. R37579011 and R3757901). The amenities include two large common lots with greenspace, tot lot, seating areas, and pathways.

Applications: The project includes 3 applications: (1) Annexation/Rezone to R-3, (2) Development Agreement, and (3) Preliminary Plat.

Current Zoning & Property Condition: The property is currently located in the County but is contiguous to City limits. It is currently zoned Agricultural. The property to the east and south is within City limits and zoned R-3. The property on the north and west is County property and zoned Agricultural.



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

Planning Staff finds that City services are nearby and available.

- City Water
- City Sewer



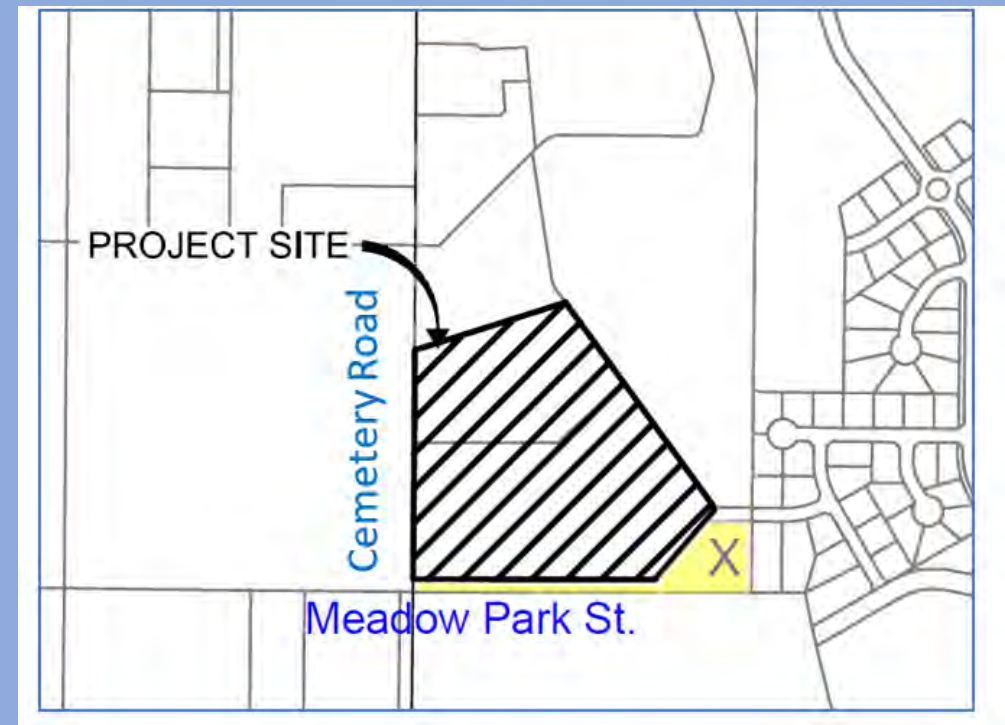
Traffic, Access & Streets:

Access to the subdivision is via Cemetery Road to Meadow Park Street. Explorer Street from The Crossings at Meadow Parks is a second access from the East.

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

Additionally, applicant is requesting a waiver to complete the portions of Cemetery Road fronting Phase 2 along with Phase 2 improvements. Planning Staff recommends this waiver due to difficulty with sewer improvements in Phase 2.

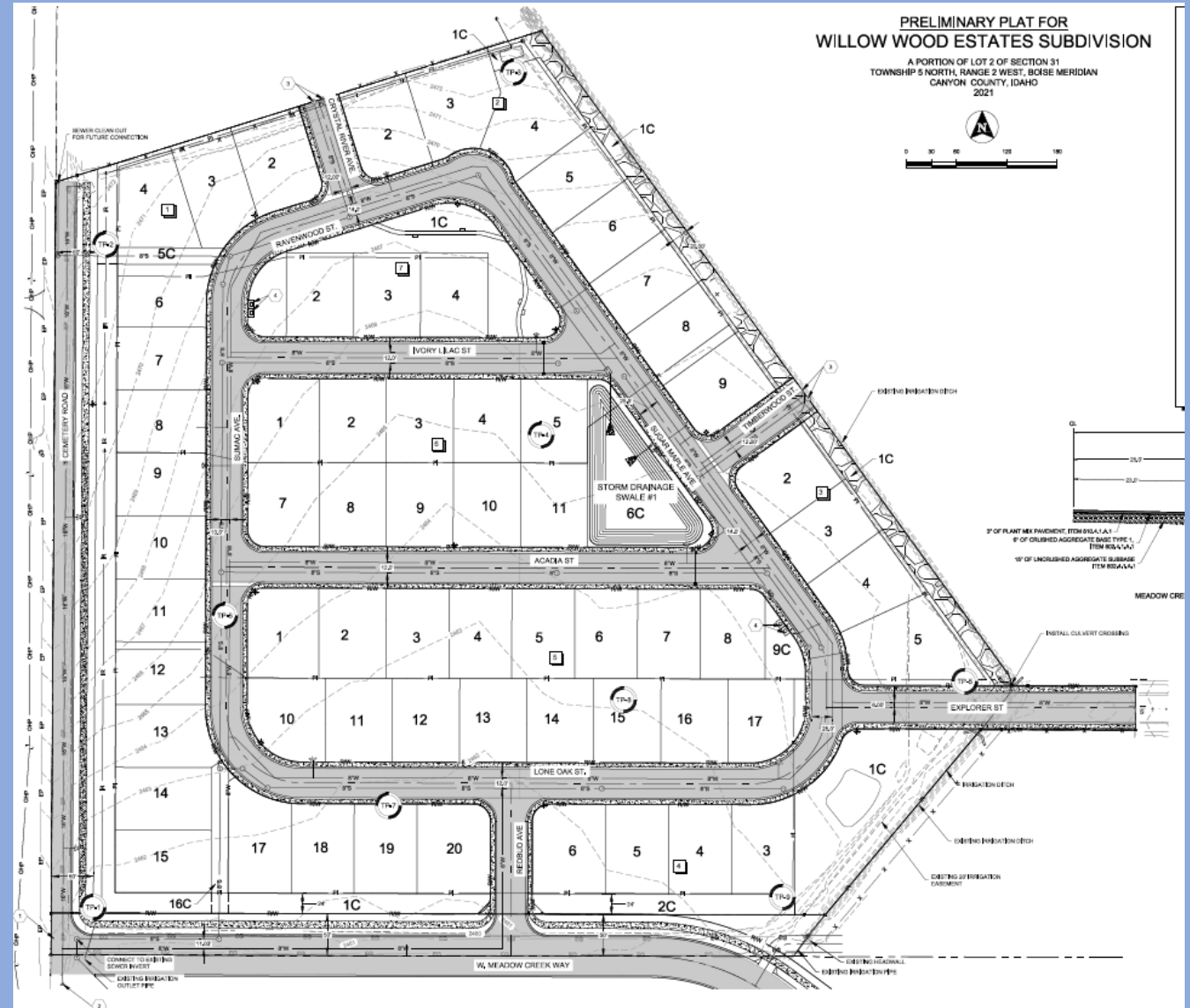
Applicant completed a Traffic Study which is currently being updated. It will show percentage of impacts this subdivision will have on surrounding intersections, and Developer will be required to pay for those impacts via a proportionate share traffic fee that must be paid prior to final plat approval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



Pathway, Sidewalks & Open Space:

Developer has provided 5% open space in compliance with the code by providing large common lots containing pathways, seating areas, and a tot lot.

Middleton Rural Fire District: Like many agencies, the Middleton Rural Fire District has a long queue of Middleton, County and Star subdivision projects to review. As a result, Deputy Chief Islas has not had an opportunity to submit comments on this preliminary plat yet. City Council can still approve the preliminary plat, but it is critical that compliance with Middleton Fire District comments be made a condition of approval. Once that is done, then City Engineer will work with Developer and the Fire District to make sure the Construction documents for the subdivision infrastructure include all Fire District requirements.



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

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

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

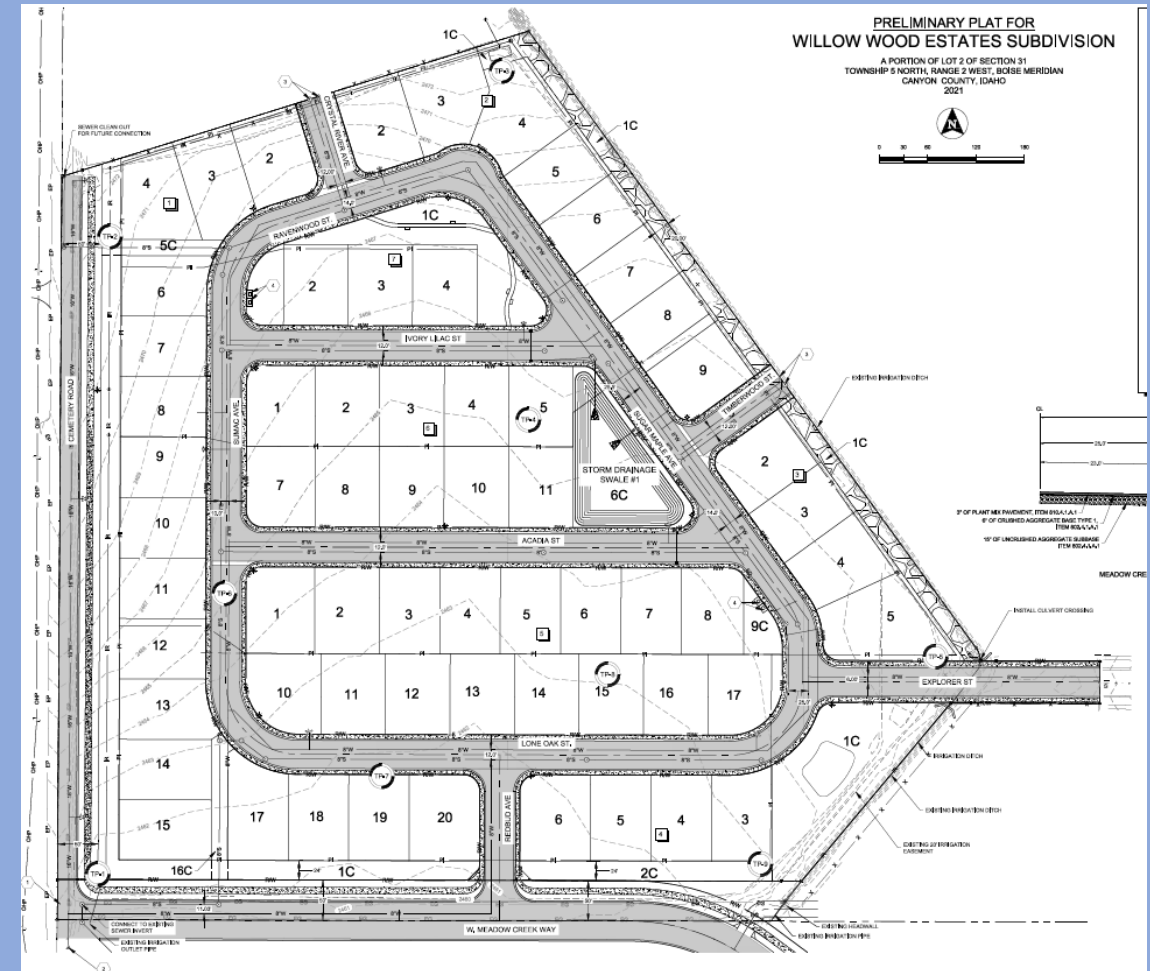
FINDINGS:

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

As to rezone, Planning Staff finds that the rezone will not adversely affect the City's ability to deliver services. And, as will be shown in more detail below, Planning Staff finds that the rezone is in harmony with the City's Comprehensive Plan.



Planning Staff further finds that the preliminary plat is not materially detrimental to the public health, safety and welfare as noted earlier. Additionally, the preliminary plat is in harmony with the Middleton Comprehensive Plan as will be shown in more detail below.



Development Agreement: Annexation and rezone requests generally require a Development Agreement (“DA”). Applicant and City Staff have used the City’s form for the DA, and have merely added six new provisions. A copy of the proposed DA is attached to the Staff Report and it was also uploaded to the website for public viewing when legal notice was given. The six provisions are:

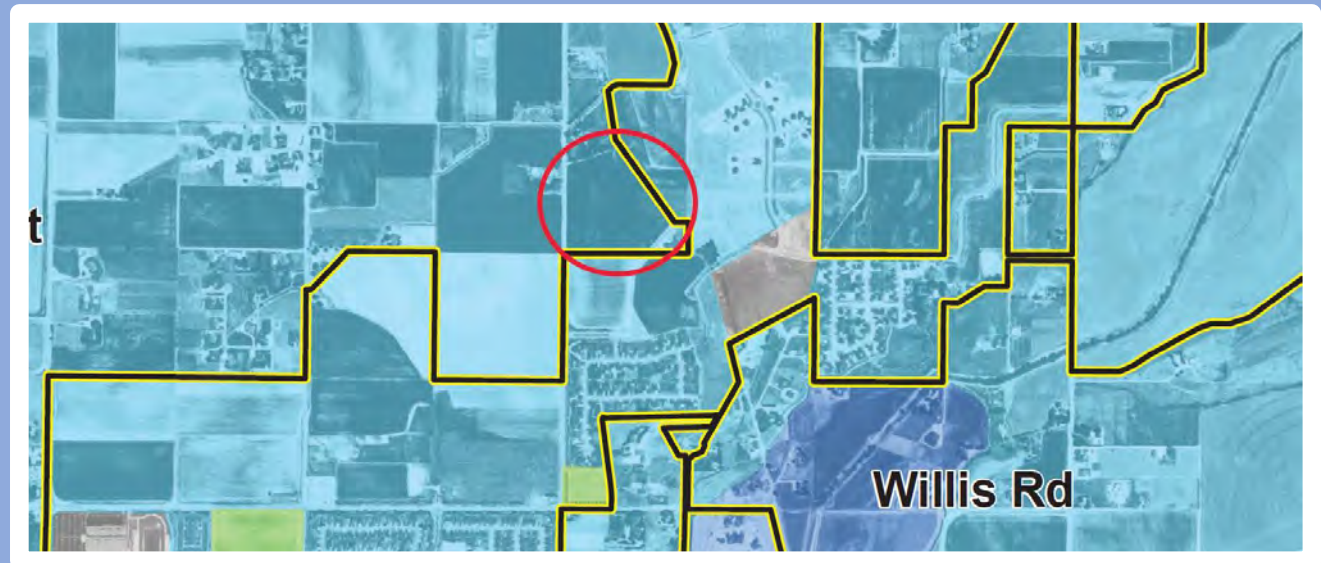
1. A concept plan shall be attached to the Development Agreement, and Developer shall construct the project “substantially consistent” with the concept plan.
2. Developer shall, at its own cost, improve the 50’ half-road portions of Cemetery Road and Meadow Park Street and dedicate the same to the City.
3. Developer shall pay additional pro-rata or proportionate share fees for all traffic impacts and intersection controls affected by the subdivision.
4. All construction shall be in compliance with R-3 zoning except for the two waivers noted earlier.
5. If Developer does not bring phase 1 to final plat within 2 years of preliminary plat approval (or 3 years with a 1 year extension request), then the Developer will be in breach of contract, and City will have the option of terminating the Development Agreement. The preliminary plat will also become null and void, and the property will remain R-3 zoning.
6. After final plat approval for Phase 1, Developer will need to obtain final plat approval for phase 2 within the following two years (or three years if a one-year extension is requested).



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

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

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



Comments Received from Surrounding Landowners: None.

Comments from Agencies: Comments from Black Canyon Irrigation District were received on November 2nd and 9th. Black Canyon merely reminded applicant of piping requirements. COMPASS submitted a comment letter on November 5th. The Comment letter set forth standard informational items regarding public transportation options and pathways. CHD4 submitted comments on November 8th regarding dimensions for road repairs and utilities. It also noted an offset of the centerline that needs to be anticipated by the engineers.

Comments from City Engineer and Planning Staff: Were provided as Exhibit “D” to the Staff Report.

Applicant Information: The applications were accepted on March 16, 2021. The applicants are Joseph Austin (Owner) and Dave Sterling of T-O Engineering. 2471 S. Titanium, Meridian 83642.

Notices & Neighborhood Meeting:

Dates:

- | | |
|---|------------|
| ▪ Newspaper Notification | 11/14/2021 |
| ▪ Radius notification mailed to Adjacent landowners within 300’ | 11/12/2021 |
| ▪ Circulation to Agencies | 11/10/2021 |
| ▪ Sign Posting property | 11/12/2021 |
| ▪ Neighborhood Meeting | 02/17/2021 |

Planning Staff finds that Notice was given in compliance with Idaho State law and the Middleton City Code.

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



Conclusions and Recommended Conditions of Approval:

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

As to Findings of Facts, Planning staff has set forth findings of facts in the Staff Report and also in this presentation. If the Council agrees with those findings of facts and agrees with any of the testimony and evidence presented at the public hearing, the Council need merely pass a motion to accept those findings of facts.

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



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

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

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



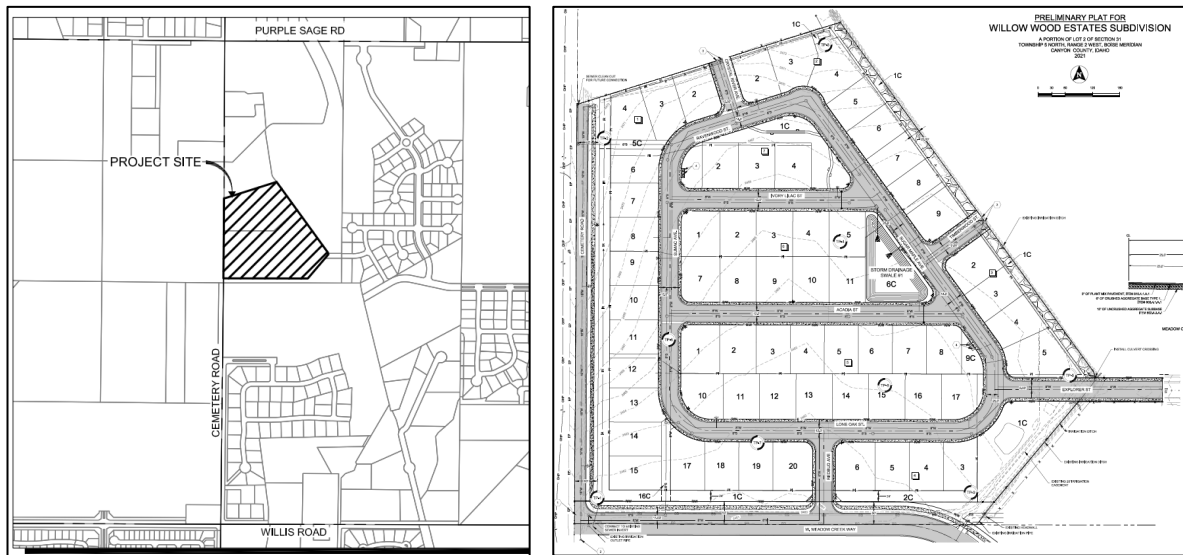
EXHIBIT “D”



STAFF REVIEW AND REPORT

Middleton City Council

Willow Wood Estates Subdivision Snapshot Summary



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

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

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

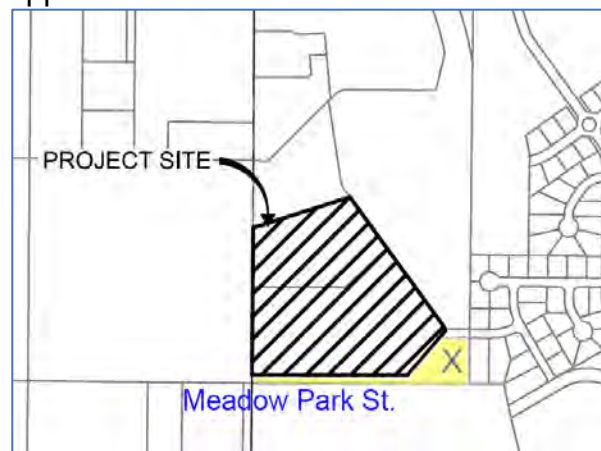
- E. City Services:** City water and sewer are located immediately west and south of the project and easily accessible to the project.



- F. Traffic, Access & Streets:**

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

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



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

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

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

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

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

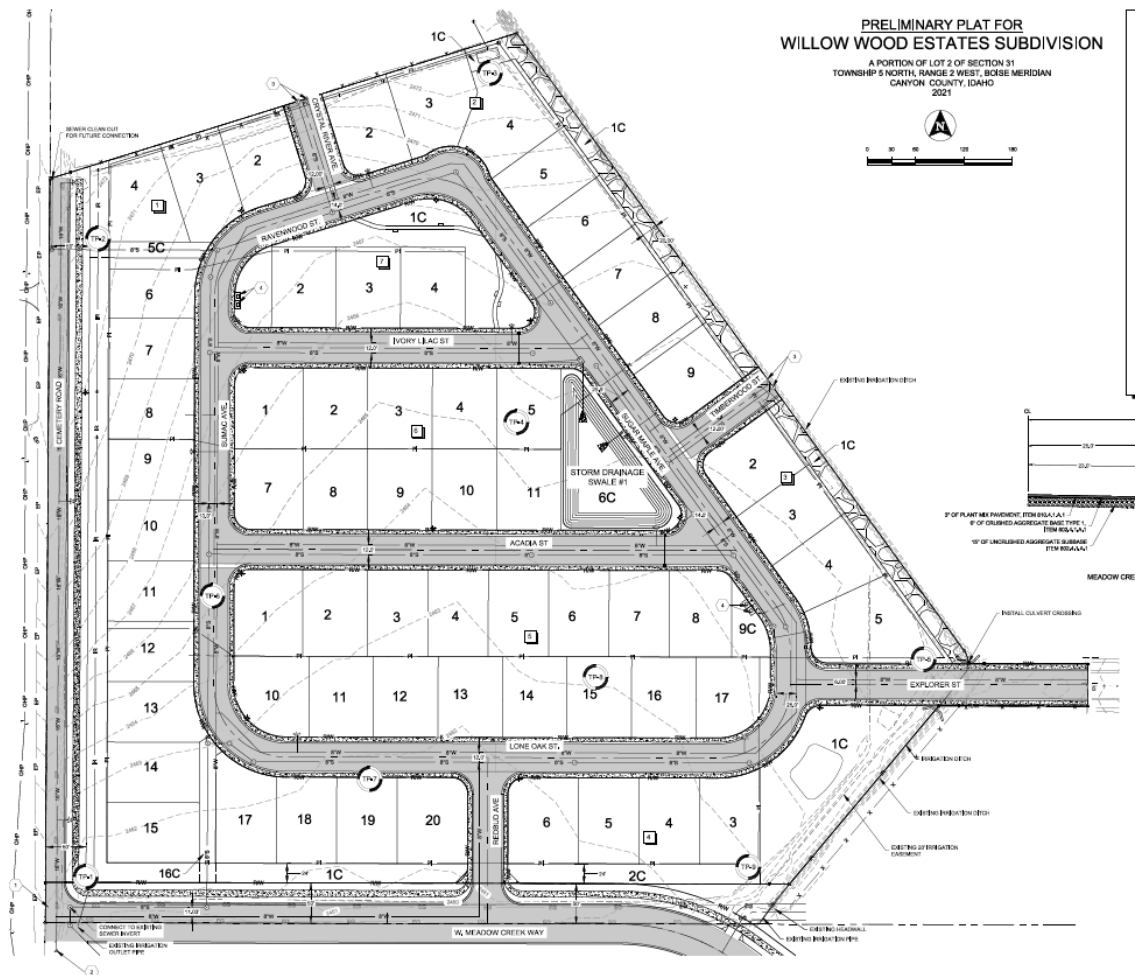
As to a zone change request, the Council must make two findings before approving such a request: (1) the rezone will not adversely affect the City's delivery of services and (2) the rezone request is in harmony with the Comprehensive Plan.

FINDINGS:

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

As to the zone change, Planning Staff finds that the rezone will not adversely affect the City's ability to deliver services. And, as will be shown in more detail in section M below, Planning Staff finds that the rezone is in harmony with the City's Comprehensive Plan.

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



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

Findings:

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

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

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

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

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

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

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

N. Comments Received from Surrounding Landowners: None.

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

P. Comments from City Engineer and Planning Staff:

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

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

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

S. Applicable Codes and Standards:

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

T. Conclusions and Recommended Conditions of Approval:

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

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

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

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

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

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

EXHIBIT “A”

Preliminary Plat under review

© 2021 T-O ENGINEERS. THIS INSTRUMENT IS THE PROPERTY OF T-O ENGINEERS. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT OR ITS CONTENTS WITHOUT SPECIFIC WRITTEN PERMISSION OF T-O ENGINEERS IS STRICTLY PROHIBITED.

SITE DATA

OWNER/DEVELOPER

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

ENGINEER

DAVID N. STERLING, P.E.
PAUL LUCIA III E.I.
T-O ENGINEERS, INC.
2471 S. TITANIUM
MERIDIAN, ID 83642
PH: (208) 323-2288

SURVEYOR

LADD CLUFF, P.L.S.
T-O ENGINEERS, INC.
2471 S. TITANIUM
MERIDIAN, ID 83642
PH: (208) 323-2288

ZONING AND SETBACK

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

FIRE DISTRICT

CITY OF MIDDLETON

SEWER AND WATER DISTRICT

CITY OF MIDDLETON

IRRIGATION DISTRICT

PRIVATE
(PRESSURE IRRIGATION)

BLACK CANYON IRRIGATION DISTRICT

ROADWAY JURISDICTION

CITY OF MIDDLETON

SCHOOL DISTRICT

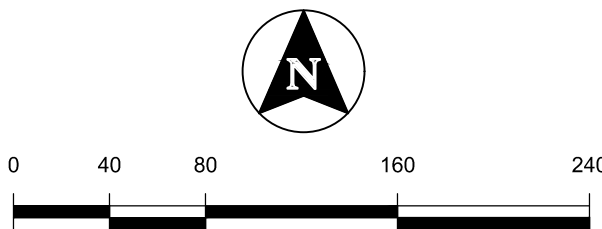
MIDDLETON SCHOOL
DISTRICT #134

AREA AND LOT SUMMARY

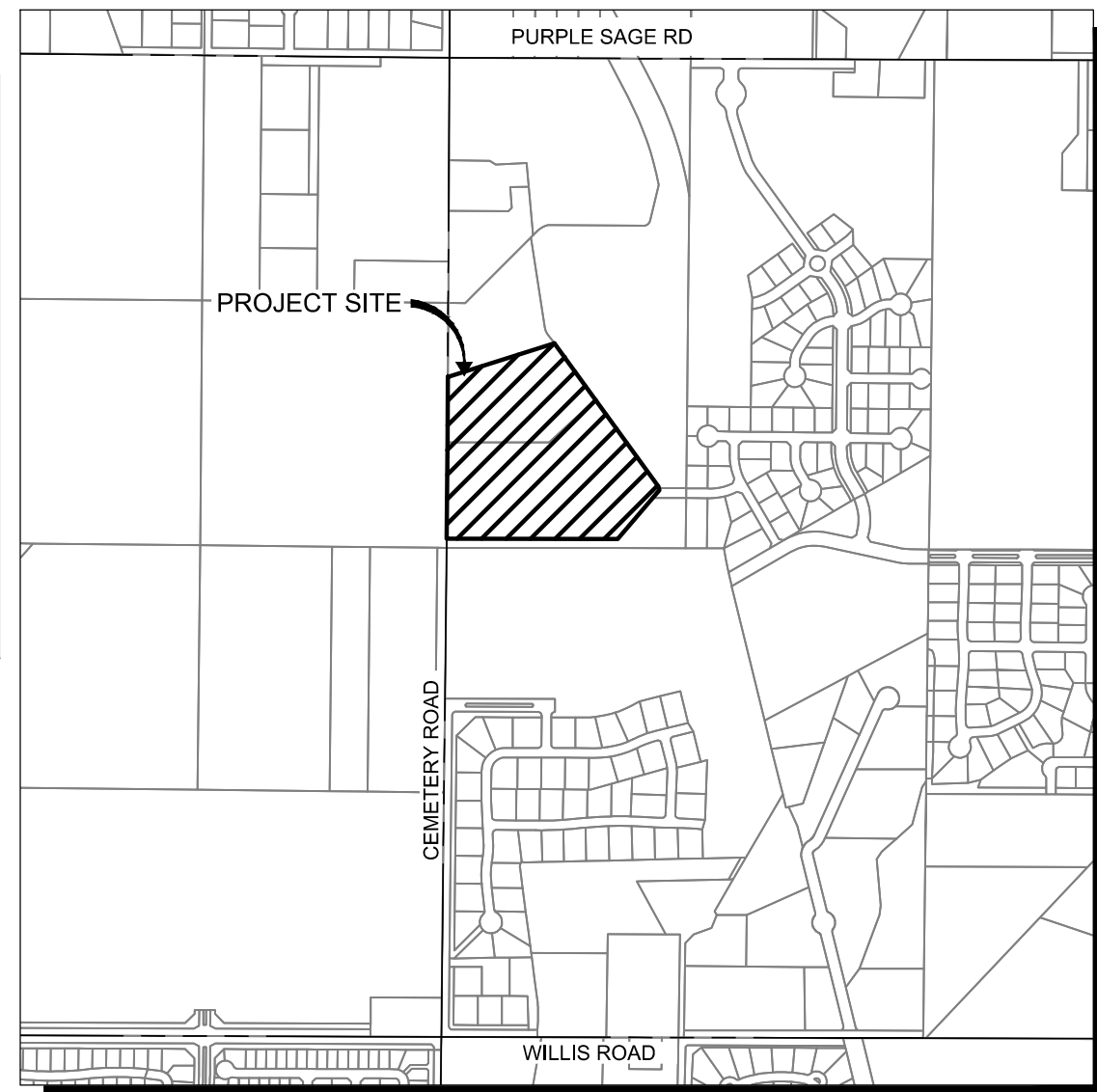
TOTAL AREA	±904,260 SF	20.8 ACRES
TOTAL RESIDENTIAL AREA	±525,627 SF	12.1 ACRES
TOTAL COMMON/OPEN SPACE AREA	±132,208 SF	3.0 ACRES
INTERIOR COMMON/OPEN SPACE AREA	±48,371	1.1 ACRES
RIGHT OF WAY AREA	±198,054 SF	4.5 ACRES
TOTAL NUMBER OF LOTS	72	
TOTAL NUMBER OF BUILDABLE LOTS	62	
TOTAL NUMBER OF COMMON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

PRELIMINARY PLAT FOR WILLOW WOOD ESTATES SUBDIVISION

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



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

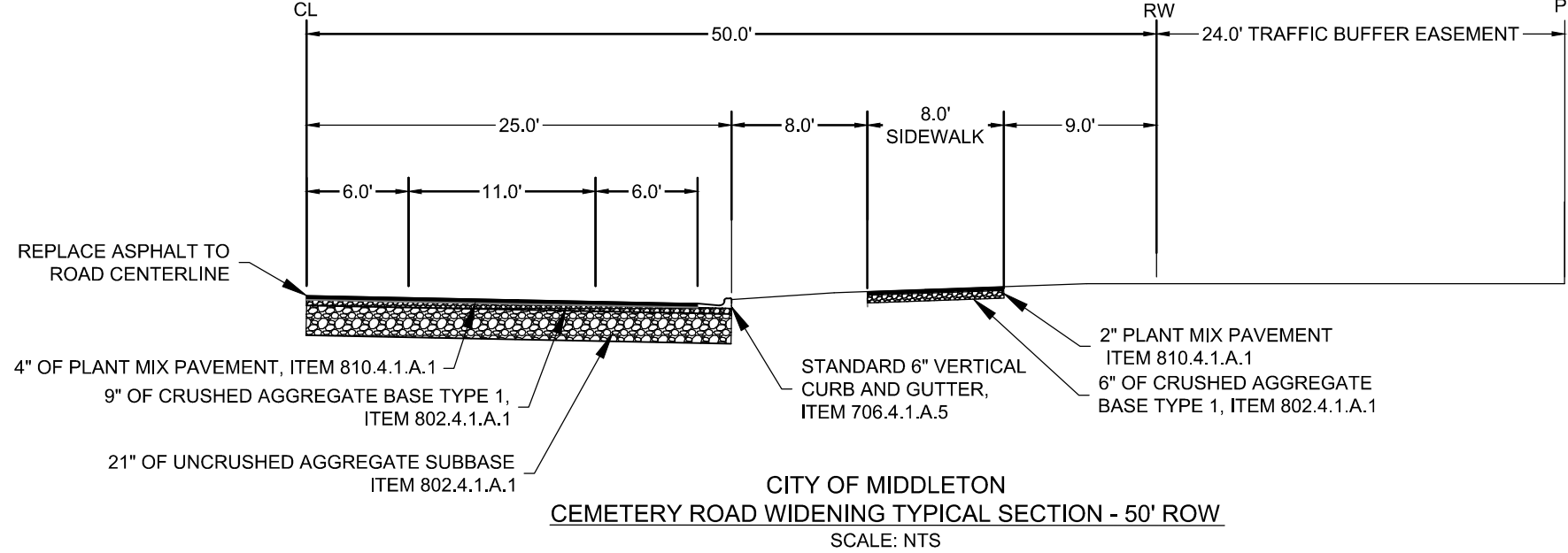


VICINITY MAP
SCALE: 1"=1000'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	BEARING
C4	25.65'	16.38'	36°35'56"	S17°45'14"E
				16.11'

SHEET INDEX

C0.00	LOT DIMENSIONS
C0.01	UTILITY PLAN

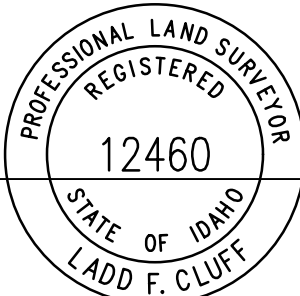


NOTES

- BUILDING SETBACK AND DIMENSION STANDARDS SHALL BE IN ACCORDANCE WITH THE MIDDLETON CITY CODE AT THE TIME OF BUILDING PERMIT ISSUANCE.
- COMMON LOTS TO BE OWNED AND MAINTAINED BY THE WILLOW WOOD ESTATES HOMEOWNERS ASSOCIATION.
- STORM DRAINAGE WILL BE ROUTED TO INFILTRATION FACILITIES LOCATED IN COMMON AREAS. STORM DRAINAGE WILL BE DESIGNED IN ACCORDANCE WITH THE CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES AND THE CITY OF MIDDLETON.
- INDIVIDUAL PRESSURE IRRIGATION SERVICES WILL BE PROVIDED TO THE REAR OF EACH LOT. PRESSURE IRRIGATION WILL BE CONNECTED TO A NEW PUMP STATION LOCATED IN COMMON LOT 1 BLOCK 2. THE SYSTEM WILL BE OWNED AND MAINTAINED BY THE HOA. LOT OWNERS WILL BE OBLIGATED TO PAY LEVIES AND ASSESSMENTS FROM THE APPLICABLE IRRIGATION DISTRICT.
- IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT OF WAY. ALL IRRIGATION AND DRAINAGE FACILITIES SHALL BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
- DIRECT LOT ACCESS TO CEMETERY ROAD IS PROHIBITED.
- BLOCK 1, LOT 1, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOTS 1 AND 2, BLOCK 5, LOT 9, BLOCK 6 LOT 6, BLOCK 7 LOT 1 ARE COMMON LOTS
- BLOCK 1, LOTS 5 AND 16 ARE PRIVATE DRIVES AND BOTH CONTAIN A BLANKET PUBLIC ACCESS AND UTILITY EASEMENT
- ALL STREETS PROPOSED IN THIS SUBDIVISION ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH MIDDLETON STANDARDS FOR PUBLIC STREETS.
- DOMESTIC AND FIRE PROTECTION WATER ALONG WITH SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- ALL EXISTING WELLS SHALL BE ABANDONED PER IDWR REGULATIONS. ALL SEPTIC SYSTEMS SHALL BE COMPLETELY REMOVED AND THE AREA RECOMPACTED PER THE GEOTECHNICAL REPORT.
- SEWER AND WATER CAPACITY SHALL BE RESERVED WHEN CITY APPROVES THE CONSTRUCTION DRAWINGS.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES AND PEDESTRIAN ACCESS OVER THE 10' ADJACENT TO ANY PUBLIC RIGHT OF WAY. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- ALL LOTS CONTAIN A 10 FOOT WIDE EASEMENT ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY FOR PUBLIC UTILITIES & IRRIGATION
- ALL INTERIOR LOTS CONTAIN A 5' WIDE EASEMENT, EACH SIDE, FOR PUBLIC AND PRIVATE UTILITIES, DRAINAGE AND IRRIGATION FACILITIES.
- PRESSURIZED IRRIGATION WATER WILL BE PROVIDED TO EACH LOT FROM THE BLACK CANYON IRRIGATION DISTRICT. IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B), LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR LEVIES AND ASSESSMENTS FROM SAID DISTRICTS AND COMPANIES.

SURVEY INFORMATION

T-O ENGINEERS-LADD CLUFF, PLS PHONE NO. (208)-323-2288					
ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).					
BM#1		BM#2		BM#3	
NORTHING: 753532.776	NORTHING: 752653.132	NORTHING: 752871.528			
EASTING: 2391692.969	EASTING: 2391687.504	EASTING: 2392954.832			
ELEVATION: 2473.34	ELEVATION: 2461.92	ELEVATION: 2465.91			
DESCRIPTION: 5/8" REBAR WITH ILLEGIBLE CAP	DESCRIPTION: 5/8" REBAR "CLS 7732"	DESCRIPTION: 5/8" REBAR "PLS 9366"			



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

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288
WWW.TOENGINEERS.COM

PRELIMINARY PLAT FOR:
WILLOW WOOD SUBDIVISION
LOT DIMENSIONS

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

DATE: 11/23/2021
PROJECT: 210036
SHEET:

C0.00

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



Diagram illustrating the cross-section of a street layout with various pavement and easement widths:

- 50.0'**: Total width of the street.
- 8.0'**: Width of the sidewalk.
- 8.0'**: Width of the standard 6" vertical curb and gutter.
- 9.0'**: Width of the 2' plant mix pavement.
- 24.0'**: Width of the traffic buffer easement.
- 6" OF CRUSHED AGGREGATE BASE TYPE 1**: Pavement layer below the plant mix.
- ITEM 810.4.1.A.1**: Reference to the plant mix pavement.
- ITEM 802.4.1.A.1**: Reference to the crushed aggregate base.
- ITEM 706.4.1.A.5**: Reference to the standard 6" vertical curb and gutter.

NOTES

1. ALL WATER MAINLINES ARE TO BE 8" IN DIAMETER UNLESS OTHERWISE NOTED.
2. ALL SEWER LINES ARE TO BE 8" IN DIAMETER UNLESS OTHERWISE NOTED.
3. ALL STORM WATER DRAINAGE LINES ARE TO BE 12" IN DIAMETER
4. PRESSURIZED IRRIGATION TO BE PROVIDED BY A PROPOSED PUMP STATION LOCATED IN LOT 2 BLOCK 3.
5. EXISTING TOPOGRAPHIC SURVEY BY T-O ENGINEERS (JANUARY 2021).
6. A BLANK CONDUIT SHALL BE ADDED TO JOINT TRENCH FOR CITY REQUIRED FIBER OPTICS.

NO.	RELATIONS DESCRIPTION	DATE	WORKING NUMBER
			22734
			DESIGNED
			P. LUCIA
			DRAWN
			P. LUCIA
			CHECKED
			D. STERLING
			APPROVED
			D. STERLING

PRELIMINARY PLAT FOR:
WILLOW WOOD SUBDIVISION
UTILITY PLAN

C0.01

EXHIBIT “B”

Proposed Development Agreement

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

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

Development Agreement – _____

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

ARTICLE I LEGAL AUTHORITY

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

ARTICLE II ANNEXATION AND ZONING ORDINANCE

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

ARTICLE III CONDITIONS OF DEVELOPMENT

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

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

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

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

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

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

ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT

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

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

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

Development Agreement – _____

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

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

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

ARTICLE V GENERAL PROVISIONS

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

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

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

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

Development Agreement – _____

Developer: _____

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

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

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

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

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

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

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

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

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

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

CITY OF MIDDLETON

ATTEST

By: _____
Steven J. Rule, Mayor

By: _____
Becky Crofts, City Clerk

State of IDAHO)
 ss.
County of Canyon)

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

Notary Public
My Commission Expires: _____

[Signatures on following page]

JOSEPH L. AUSTIN

State of Idaho)
 ss.
County of _____)

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

Notary Public
My Commission Expires: _____

DEBORAH R. AUSTIN

State of Idaho)
 ss.
County of _____)

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

Notary Public
My Commission Expires: _____

EXHIBIT “C”

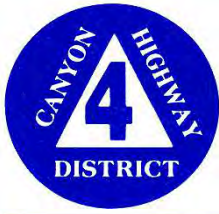
Agency Comments

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

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

Thank you,





November 8, 2021

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

RE: Cemetery Road-Willow Wood Subdivision—Preliminary Plat

Mrs. Stewart:

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

CHD4 offers the following recommendations:

General

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

Cemetery Road

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

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

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

CHD4 asks the City to consider the following:

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


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

Traffic Impact

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

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

Respectfully,

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

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

Communities in Motion 2040 2.0 Development Review

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

Development Name: Willow Wood Estates






Agency: Middleton

CIM Vision Category: Future Neighborhoods

New households: 63

New jobs: 0

Exceeds CIM forecast: No

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

This proposal is on the fringe of the City of Middleton surrounded by farmland and removed from employment centers. Cemetery Road is identified in the *Middleton Connects 2015 City Vision Map* as having a Public Use Pathway and Bike Lane in the future. The Picadilly Park Park and Ride is approximately is about 2 miles away. This stop is not currently served, but *ValleyConnect 2.0* proposes future service at this location with an express route from Happy Day Transit Center to Saint Luke's regional hospital in Meridian, via Hwy-44, with 30-minute frequencies.

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

Web: www.compassidaho.org

Email info@compassidaho.org

More information about the development review process:

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

Fiscal Impact Analysis Supplemental for the Development Review Checklist

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

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

Overall Net Fiscal Impact

Net Fiscal Impact, by Agency

City

County

Highway District

School District

Break Even:

EXHIBIT “D”

City Engineer & Planner Comments



October 15, 2021

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

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

RE: Willow Wood Estates Subdivision – Revised Preliminary Plat

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

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

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

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

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

Add street names to C0.01.

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

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

Revisit streetlight location – streetlights required every 400 ft.

Revise stormwater management to retention facilities.

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

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

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

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

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

Please show the location of the driveway to the west.

The intersection at Timberwood is atypical and needs to be revisited

Verify the spelling of Sweeney name.

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

C0.01.

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



CITY OF MIDDLETON

P.O. Box 487, 1103 W. Main St., Middleton, ID 83644
208-585-3133 Fax (208) 585-9601
citmid@middletoncity.com
www.middleton.id.gov

October 4, 2021

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

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

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

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

Sincerely,

Roberta L. Stewart

Middleton City Planner

EXHIBIT “E”



Middleton City Council

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

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

A. Findings of Fact:

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

B. Conclusions of Law:

1. That the City of Middleton shall 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 due consideration has been given to the comments received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction, comments received from individuals of the public, and comments from City Planning Staff and City Engineer.
3. That notice of the application and public hearing were given according to law.
4. That City Council's public hearing was conducted according to law, and the City has kept a record of the application and related documents.
5. That codes and standards applicable to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-15, 5-1, 5-2, 5-3, and 5-4 and Idaho Code Secs., 67-6503, 67-6513, 67-6511, 50-1301 through 50-1329 and 50-222.
6. That public facilities and services required by the proposed development will not

impose expense upon the public if the attached conditions of approval are imposed.

7. That these approvals are subject to the Conditions of Approval set forth in the attached Staff Report for the hearing date of December 1, 2021, which report is attached hereto as Exhibit "A" and incorporated herein by this reference, except Applicant/Developer shall be allowed to complete Cemetery Road frontage improvements along Phase 2 of the preliminary plat at the time of Phase 2 Infrastructure Improvements. That portion of Cemetery Road shall be dedicated to the City prior to final plat approval for Phase 2.

C. Decision and Order:

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

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

WRITTEN ORDER APPROVED ON: December ____, 2021.

Steven J. Rule, Mayor
City of Middleton

Attest:

Roberta Stewart
Planning and Zoning Department

EXHIBIT “F”

ORDINANCE NO. 655
Willow Wood Estates Subdivision Annexation

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, ANNEXING TO THE CITY OF MIDDLETON, IDAHO, CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY TO R-3 (SINGLE-FAMILY RESIDENTIAL); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Middleton City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Middleton City Code Title 1, Chapter 14, approved the Willow Wood Estates Annexation and Rezone at a public hearing held on December 1, 2021.

Section 2. The following described property, commonly known as 0 Cemetery Road (Tax Parcel Nos. R37579011 and R3757901), comprising approximately 21 acres, more or less, is contiguous to the City of Middleton, Idaho, and the applicant has requested that said following described property should be annexed into the City of Middleton as R-3 (Single Family Residential):

See Exhibit “A,” attached hereto and made a part hereof by this reference.

Section 3. That the above-described property is hereby annexed into the corporate limits of the City of Middleton and zoned R-3 (Single Family Residential).

Section 4. That the City Engineer and the Planning & Zoning Director of the City of Middleton, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Middleton, Idaho as lying within the city limits and zoned R-3 (Single Family Residential).

Section 5. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 6. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Section 7. The Clerk of the City of Middleton, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Middleton,

including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code § 63-215.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this 1st day of December, 2021.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this ____ day of _____, 2021.

Attest:

Mayor Steven J. Rule
City of Middleton

Becky Crofts
City Clerk

EXHIBIT A

Legal Description of Annexed Property

March 4, 2021

Project No.: 210036

EXHIBIT "A"
WILLOW WOOD SUBDIVISION

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

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

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

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

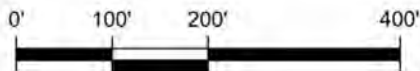
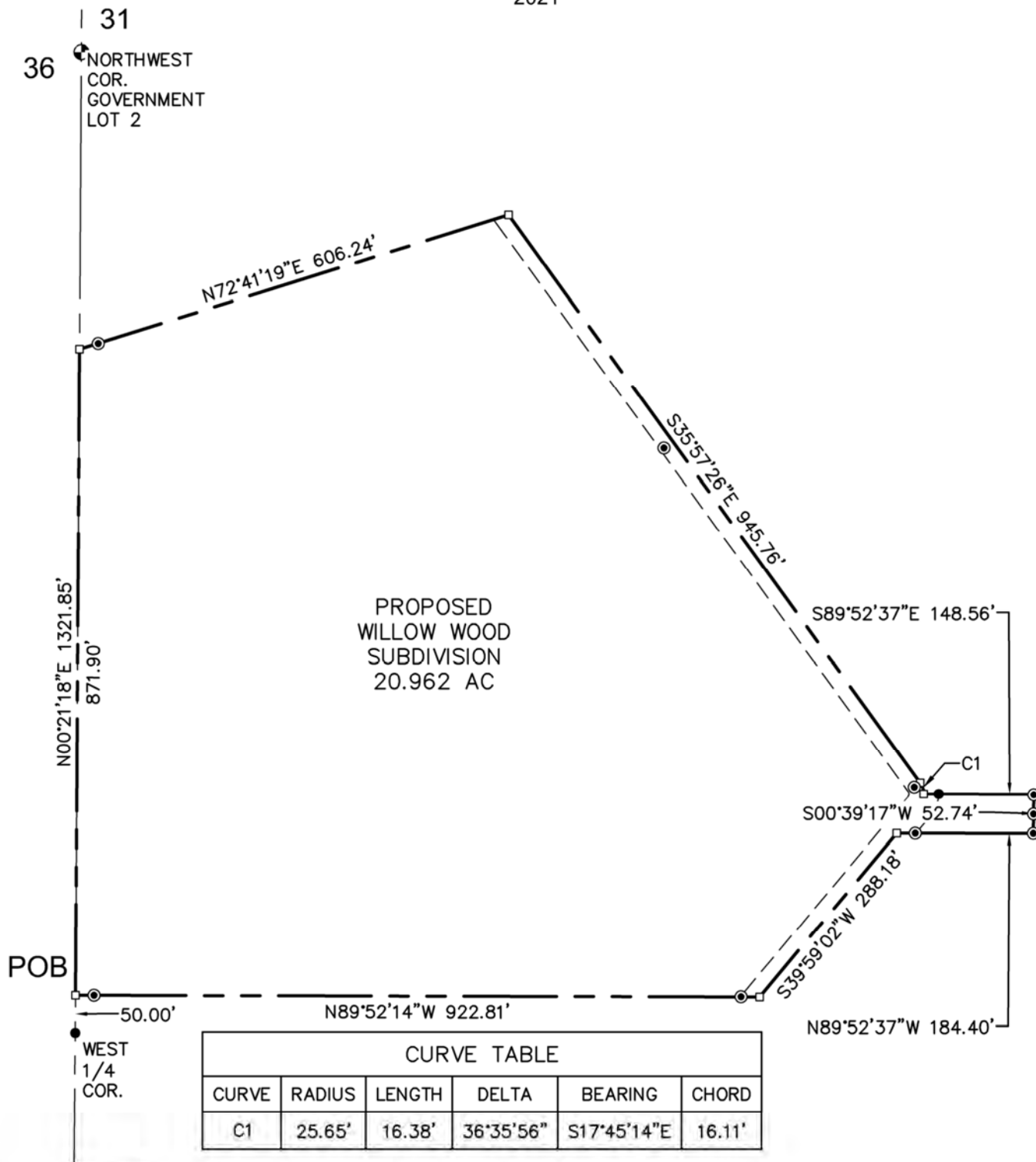


H:\210036\3_Acaddwg\Survey\2_Boundary\210036-V-PREPLAT BOUNDARY EXHIBIT.dwg, 3/11/2021 2:52:29 PM, Michelle McDonald, Bluebeam PDF

©2020 T-O ENGINEERS. THIS INSTRUMENT IS THE PROPERTY OF T-O ENGINEERS. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT WITHOUT SPECIFIC WRITTEN PERMISSION OF T-O ENGINEERS IS STRICTLY PROHIBITED

EXHIBIT SKETCH "B"

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



T-O ENGINEERS

2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642-6703

PHONE: (208) 323-2288

WWW.TO-ENGINEERS.COM

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

JOB: 210036

EXHIBIT “G”

PROPOSAL & CONTRACT

ID PWC-C-11688-U-1-2
RCE-2462

307 Badiola Street, Caldwell, ID 83605 Phone: 208-459-8624 Fax: 208-459-9661

To:	City of Middleton	Phone: 208-585-3133
Project:	Attn: Mayor Steve Rule	Fax:
Location:	Removal/Relocation of Dirt Pile	Date: 11/22/2021
City/State:	Picadilly Park Property-River Park	Addendums: N/A
	Middleton, Idaho	Plan Date: N/A

ITEM NO:	WORK DESCRIPTION	EST. QTY.	UNIT DESC.	UNIT PRICE	TOTAL
LOAD, HAUL & DUMP EXISTING DIRT PILE, PICADILLY TO GABICA					
1	<u>MOBE/DEMOBE/ESC</u>				
	Transport Equipment	1	LS		included below
	SWPPP, NOI, BMP's Provided by Lurre, Payment by Cof M	As Required		Pass Thru	
2	<u>LOAD, HAUL, DUMP MATERIAL</u>				
	Load, Haul, Dump Dirt from Picadilly Park to River Park	1.0	LS	\$ 19,200	\$ 19,200

Items to be provided by owner:

- SWPPP Requirements and BMP's
- Roadway Cleaning, Sweeping, Traffic Control
- Final grading and dress up of Picadilly Park stock pile area
- Preparation and maintenance of dump site for all weather truck travel and dumping

EXCLUSIONS:

- * All permits, fees, traffic control, inspections, material testing, engineering, surveying, layout, staking and bonding.
- * SWPPP, weekly inspections and reporting. All installation and maintenance of BMP's unless noted in our scope of work.
- * Excavation or removal/disposal of unsuitable soils or hazardous/contaminated materials or soil, or rock excavation or removal/disposal, or over excavation and backfill unless indicated otherwise above.
- * Work in permit required confined spaces.
- * Handling, removal, disposal or exposure to asbestos or any other hazardous material of any kind.
- * Any costs incurred for protection or re-work due to adverse weather conditions; temperatures in excess or below specifications, site moisture conditions, rain, snow and wind.
- * Overtime due to circumstances beyond the control of Lurre Construction Inc.
- * Any items not specifically included in this proposal shall be considered excluded.

TERMS:

- * This Proposal binding for 15 days unless stated otherwise above.
- * Additional work, (ASI's, AVO's, CCD's, CO's, PR's, RFP's, and RFI's) **directed** to be completed prior to written approval/authorization is considered approved to proceed. It is agreed that all such work/costs will be paid for on a T & M basis (unless previous pricing has been provided) as supported and submitted.
- * All material & work is per bid plans and specifications. All agreements and warranties expressed or implied are only as attached in written form. Direction received to perform alterations or deviations from project specifications involving extra costs, or any additional quantities, will be considered approved and become an additional charge over and above the pricing indicated above.
- * Bonding is available but not included. Add 3.0% for bonding if desired.
- * Full payment is due and owing upon completion of work unless agreed otherwise. Monthly progress payment requests will be made for work requiring more than 45 days to complete. Interest will be charged at 1.5% per month or 18% per annum for delayed payments. All expenses incurred in the collection of delinquent payments will be reimbursed to Lurre, including professional fees.

- * No retention is to be held . Full payment is due 15 days after invoice date.
- * No Standby is included in price. Price is based on full production.
- * Directing or allowing Lurre to begin work on this project will be considered acceptance of this bid/proposal in it's entirety.
- * This proposal assumes all right-of-way, licenses, permits, fees, etc. are authorized & paid by Owner/General.
- * This proposal is based on a mutually agreed upon schedule and sequence of milestones, including the work of others
- * Lurre Construction Inc. will not be responsible of any liquidated damages
- * This proposal in its entirety shall become part of any subsequent agreement/sub-contract by reference by or adding an exact copy as an exhibit.
- * Commercial General Liability insurance aggregate shall not exceed \$2,000,000.00.
- * Lurre will not be responsible for work disturbed or destroyed due to force majeure conditions, earthquakes, floods, riots, vandalism, acts of God, or any other natural disasters.
- * Owner/ General Contractor further agrees to bear all costs, including attorney fees and cost in the event this agreement is placed, by Lurre, in the hands of an attorney after default for enforcement of collection before or after a suit for damages or other legal relief.
- * This proposal is submitted in good faith based on the agreement that it will be held confidential by it's receiver and all associated parties involved in its receipt, review and evaluation, keeping with the intention and ethics of fair bidding practices. A great deal of effort, time and expense has been made in the evaluation and preparation of this proposal so please do not shop or peddle prices even if just to meet quotas or budgets.

LURRE' CONSTRUCTION, INC.

**307 Badiola Street
Caldwell, ID 83605
(p)459-8624 (f)459-9661**

**CITY OF MIDDLETON
1103 W. Main St
Middleton, Idaho 83644
(p)208-585-3133**

BY: _____

Prepared by: _____

Timothy Dowell

Title: _____

EXHIBIT “H”



CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CITY OF MIDDLETON - MIDDLETON RD NEAR MILL CREEK ELEM NEW LIGHT

Construction Costs

Line Installation Costs

1. Line Installation/Upgrade Charge	\$4,644
2. Customer Credits (Betterment, Metering, Salvage)	\$(1,004)
3. Customer Performed Construction Work Credit	\$0

4. Net Line Installation Cost	\$3,640
--------------------------------------	----------------

Unusual Conditions

5. Unusual Conditions	\$2,275
6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$0

7. Net Unusual Conditions	\$2,275
----------------------------------	----------------

Terminal Facilities Costs

8. Terminal Facilities	\$1,968
9. Terminal Facilities Allowances	\$0
10. Terminal Facilities Salvage	\$0

11. Net Terminal Facilities Cost	\$1,968
---	----------------

12. Underground Service and Attachment Charges	\$0
---	------------

13. Engineering Charge	\$0
-------------------------------	------------

14. Permits	\$0
--------------------	------------

15. Relocation or Removal	\$0
----------------------------------	------------

16. Miscellaneous Charges/Adjustments	\$0
--	------------

17. Net Construction Costs (Line Items 4, 7, 11, 12, 13, 14, 15, 16)	\$7,883
---	----------------

18. Prepaid Charges (Engineering, Permits & Right-of-Way)	\$0
---	-----

19. Vested Interest Charge	\$0
----------------------------	-----

20. Customer Payment Due Prior to Construction Scheduling	\$7,883
--	----------------

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes:


Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.


Internal use				Page 1 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00475997		27592534	0000154098	001

By Initialing below, Customer acknowledges and agrees to the following:

N/A _____ Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.
Customer initials

N/A _____ The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the information available online at <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>
Customer initials

 _____ **Final Grade:** Customer understands that as of 12/27/21 the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.
Customer initials

 _____ **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.
Customer initials

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use				Page 2 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00475997		27592534	0000154098	001

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants)

\$0

Customer Payment Due Prior to Scheduling Construction

\$7,883

Underground Service Attachment Charges to be billed separately

N/A

Customer
initials

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf>

OR: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf>

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
2420 Chacartegui Ln
Nampa, ID 83687

SIGN HERE

Customer Signature _____ Date _____

Idaho Power Representative _____ Quote Date _____

Internal use

Page 3 of 3

Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00475997		27592534	0000154098	001

EXHIBIT “I”

BOISE VALLEY

ECONOMIC PARTNERSHIP

An aerial photograph of the Boise city skyline, featuring various skyscrapers and the Idaho State Capitol building. The city is nestled in a valley with rolling hills in the background. The foreground shows a busy downtown street with cars and trees.

LOCAL PARTNER GUIDE

A photograph of four cyclists standing on a dirt path, looking out over a vast, open landscape. The cyclists are wearing helmets and casual riding gear. The landscape is characterized by dry, golden-brown grass and rolling hills under a clear sky.

ATTRACTION + RETENTION



Boise Valley Economic Partnership (BVEP) is driven by a partnership of communities, educational institutions, chamber organizations, and businesses. BVEP offers free, customized, confidential services and site location assistance to businesses and entrepreneurs interested in relocating, starting up, or expanding in the Boise Valley. We work to keep, grow and attract jobs for the region.

WHAT WE DO

NATIONAL MARKETING OF BOISE METRO

Sales trips to meet with site selectors across the country.

COMMUNITY RESOURCE CONNECTION

Connect companies with key community resources including success stories within similar industries, real estate options, Department of Labor, universities, etc.

CUSTOM DATA ANALYSIS

Workforce and industry specific data provided upon request to companies interested in moving to or expanding in the Boise Metro.

SITE VISITS

Hosting company decision makers in the Boise Metro to meet with community resources, real estate tours, etc

WHY WE DO IT

ENSURE
PROSPERITY IN
GOOD TIMES & BAD

CREATE JOBS FOR
THOSE WHO LIVE
HERE

BROADEN
INDUSTRY BASE

WHY BVEP?

New and growing companies **create jobs** and infuse our metro with **creativity, philanthropy, ideas, and infrastructure.**

PROJECT WINS 2021-2011

In the last 10 years, BVEP has assisted in bringing in 30 companies and over 8,000 jobs to the Treasure Valley.

AZEK TRI WIN 200 Jobs, 2021	ARMANINO LLP 100 Jobs, 2019	THE BLOWER SHOP 20 Jobs, 2016	CENTENNIAL PLASTICS 20 Jobs, 2014
PILLPACK 800 Jobs, 2020	RAVENSWOOD SOLUTIONS 80 Jobs, 2019	ATHLOS ACADEMIES 50 Jobs, 2015	SKYWEST AIRLINES 100 Jobs, 2014 TRI WIN
TORCHX 45 Jobs, 2019	EXECCRANKS 50 Jobs, 2018	MOTHER EARTH 50 Jobs, 2015	GOGO SQUEEZE 238 Jobs, 2014
KIMLEY-HORN 40 Jobs, 2019	GUIDENT FINANCIAL 100 Jobs, 2018	PAYLOCITY TRI WIN 700 Jobs, 2015	MAXIMUS 1400 Jobs, 2013
TANDEM DIABETES 300 Jobs, 2019	BETTER BUSINESS BUREAU 145 Jobs, 2018	CS BEEF PACKERS 600 Jobs, 2015	CASCADE AIRCRAFT 75 Jobs, 2013
UNITED SITE SERVICES 85 Jobs, 2019	JELLI TRI WIN 90 Jobs, 2017	DECORE - PATRICK INDUSTRIES 75 Jobs, 2015	CENTRAL GARDEN & PET 250 Jobs, 2012
CONNECTYOURCARE 200 Jobs, 2019	FOOD SAFETY NET SERVICES 50 Jobs, 2016	HEARTLAND RV TRI WIN 275 Jobs, 2015	GUARDIAN SURVIVAL GEAR 20 Jobs, 2012
UNIVERSITY OF DUBUQUE 10 Jobs, 2019	AMERICAN FOOD EQUIPMENT CO TRI WIN 100 Jobs, 2016	GAYLE MANUFACTURING TRI WIN 105 Jobs, 2015	ENPHASE ENERGY 75 Jobs, 2011
AMAZON.COM 3000 Jobs, 2019	PREIFERT STEEL 30 Jobs, 2016	DIVERSIFIED FLUID SOLUTIONS TRI WIN 55 Jobs, 2014	BIOLIFE PLASMA 80 Jobs, 2011
CXT TRI WIN 85 Jobs, 2019			

PROJECTS WORKED ON BY INDUSTRY

Industry	2019	2020	2021
Back-Office	9	6	0
Customer Support	6	4	3
Distribution	0	4	3
Food Processing	1	6	5
Manufacturing	11	8	24
Technology	1	1	3
Other	3	0	4
Grand Total	31	29	42

STAKEHOLDER SUPPORT

LEGISLATIVE SUPPORT FOR BUSINESS

TAX REIMBURSEMENT INCENTIVE (TRI)

Expanding or relocating is a big investment—and in Idaho, it's one that pays off. Our Tax Reimbursement Incentive can make your move one of the best things to ever happen to your bottom line.

Businesses can receive a tax credit of up to 30% on income, payroll, and sales taxes for up to 15 years.

The incentive is available for a broad range of industries, including aerospace, agriculture, food processing, and high-tech, and it's open to existing Idaho businesses looking to expand and businesses new to Idaho.

WHO QUALIFIES?

- Companies in rural areas must create 20 new jobs, and those in urban centers must create 50.
- New jobs must be full-time (30 hours or more) and pay equal to or greater than the average county wage.
- Requires a meaningful community contribution.
- Company must prove its stability and a significant economic impact to the community and Idaho.
- Company must prove that the incentive is a critical factor to its decision.

ANNUAL ECONOMIC SUMMIT

Heading into the 6th year, with over 500 attendees annually, BVEP's Annual Economic Summit brings together the Boise Valley's top business leaders for a dive into Boise Metro's economy- what's working and what is not, to grow business.

2021 featured two dynamic panels. The first was a Q&A panel with five local developers who discussed their current challenges and projects in the Boise Metro. The second panel was a deep dive into the current workforce and how we can continue to retain and attract top talent in the Boise Metro led by local and national talent experts.



The 2022 Economic Summit will be held in fall of 2022. More information to come soon.

STAKEHOLDER BENEFITS

BVEP

\$5,000+ ANNUAL MEMBERSHIP LEVEL

benefits include

\$10,000+ ANNUAL MEMBERSHIP LEVEL

\$5k benefits in addition to

**CUSTOM
MARKETING
RESOURCES**

**LABOR FORCE
DATA
ANALYTICS**

**MONTHLY
BOARD
MEMBER
BREAKFAST**

**BOARD OF
DIRECTOR
POSITION**

**ADVISEMENT
ON STATE
INCENTIVES,
TAX BENEFITS
+ TRAINING
PROGRAMS**

**EXCLUSIVE
PROJECT
UPDATE INFO**

**QUARTERLY
BOARD
MEETINGS**

**WEBSITE AND
SOCIAL MEDIA
STORY
HIGHLIGHTS**

**ANNUAL
RECEPTION
NETWORKING
EVENT**

**E-MAIL
UPDATES:
PRESS
RELEASES &
BVEP
ACTIVITIES**

**MEMBER
DIRECTORY
AND WEBSITE
LISTINGS**

**QUARTERLY
STAKEHOLDER
SUMMITS**



BOARD OF DIRECTORS

EXECUTIVE BOARD



Kim Tower
PacificSource
Vice Chair



Justin Smith
U.S. Bank
Treasurer



Tom Mortell
Hawley Troxell
Boise Metro Chamber of
Commerce Chairman



Clark Krause
BVEP
Executive Director



Sean Keithly
City of Boise
Working Group Chair



Bill Connors
Boise Metro Chamber
of Commerce CEO

BOARD MEMBERS



Mike Adler
Adler Industrial



Michael Aubin
Blue Cross of Idaho



Jonathan Bagnall
Alston Construction



Michael Ballantyne
TOK Commercial



Andy Beltia
Washington Trust
Bank



Jaren Bevan
Zions Bank



Dave Bieler
Gardner Company



Odette Bolano
Saint Alphonsus



Roger Brown
Boise State University



John Brunelle
Capital City
Development Corp.



Tori Cleary
City of Meridian



Mark Cleverley
Ball Ventures Ahlquist



Don Collins
Wells Fargo



Todd Cooper
Idaho First Bank



Allison Cunningham
TalentSpark



Lori Downing
Simplot



Mason Dykes
Idaho Central
Credit Union



Ken Fisher
Paradigm of
Idaho, Inc



April Florczyk
208 Market



Hart Gilchrist
Intermountain Gas
Company



Rob Gerbitz
Hendricks Commercial
Properties



Veronica Hern
TitleOne



Kathy Holland
Albertsons



Jeff Huhn
First Interstate Bank



George Iliff
Colliers
International



Cory Jakobson
Columbia Bank



Denton Kelley
LDK Ventures



Bryan McMartin
McAlvain Companies



Mark Mills
Alliance Title & Escrow
Corp.



Trent Nate
SelectHealth



Deborah Nelson
Givens Pursley LLP
Past Board Chair



Kent Oram
Idaho Central Credit
Union



Eric Ritter
Scentsy



Megan Ronk
Idaho Power



Christine Rood
Gilchrist
College of Western Idaho



Dean Sandro
United Heritage
Insurance



Libba Sapitsky
Tandem Diabetes
Care



Scott Schlange
KeyBank



Robyn Sellers
City of Nampa



Dave Self
St. Luke's
Health System



Ken Stark
Stark Accelerators
Commercial
Real Estate



Dave Swenson
Intermountain Gas
Company



David Ward
Boyer Company



Duree Westover
Experis



Tiffany Whitmore
Saint Alphonsus
Health System



Chandra Zenner
Ford
University of Idaho

2021 BOARD CHAIR



Phil Archer
Fidelity National Title

Phil joined BVEP in 2018 out of a desire to help bring new industries and businesses to the valley that he loves and has called home for the last 38 years.

Phil is currently the Vice-President and Idaho State Manager

of Fidelity National Title, a position he has held since September 2018. During his tenure, Fidelity has experienced unprecedented growth and Phil has taken great pride in both his company's overall success and the success of his individual team members. Prior to accepting his current position, he spent over twenty years in the Title & Escrow industry, building an active customer base of Real Estate Professionals, Lenders and Builders that he cultivated into a successful escrow desk. Phil's need to grow professionally and his insatiable thirst for knowledge has made him one of the leading resources for information in the Real Estate industry.

Phil lives in Meridian with his wife, Krysti, and their five children and spends his free time helping them pursue their passions.

STAKEHOLDERS *ANNUAL CONTRIBUTION OF \$10,000+



Adler Industrial

Advanced Benefits

Alberstons

Alliance Title & Escrow Corporation

Alston Construction

April Florczyk Real Estate

Ball Ventures Ahlquist

Balsam Brands

Bank of America

Banner Bank

Bardenay

Block 22 Hotels

Blue Cross of Idaho

Boise Airport

Boise Convention & Visitors Bureau

Boise Regional Realtors

Boise State University

Boyer Company

Brighton Corporation

Brookfield Properties (Boise Towne Square)

Business Interiors of Idaho

Capital City Development Corporation (CCDC)

Capital Matrix

CenterCal Properties, LLC

Chase Bank

City of Boise

City of Caldwell

City of Eagle

City of Garden City

City of Kuna

City of Meridian

City of Mountain Home

City of Nampa

CliftonLarsonAllen, LLP

Coldwell Banker-Tomlinson Group

College of Western Idaho (CWI)

Colliers International

Columbia Bank

Cushing Terrell

Cushman & Wakefield Pacific

Cutting Edge Landscape

D.L. Evans Bank

Elwood Staffing

ESI Construction

Experis

Fidelity National Title Company

First Interstate Bank

Franklin Building Supply

Gardner Company

Givens Pursely, LLP.

Group One | Sotheby's International Realty

Hawley Troxell

Hayden Homes

HC Company

HDR, Inc.

Hendricks Commercial Properties

Holland & Hart

Hotel 43

Idaho Central Credit Union

Idaho First Bank

Idaho Housing & Finance Association

Idaho Power Company

Idaho Trust Bank

Intermountain Gas Company

J.R. Simplot Company

K2 Construction

KeyBank N.A.

KPMG

LDK Ventures

McAlvain Companies, Inc.

Merchants Moving & Storage, Inc.

Meridian Chamber of Commerce

Mike Brown Group Realty

Moreton

Mountain West Bank

Northwest Nazarene University

Oppenheimer Companies, Inc.

PacificSource Health Plans

Paradigm of Idaho, Inc.

Paragon Corporate Housing

Payette Brewing

Paylocity

PayneWest Insurance

Petra, Inc.

Pioneer Title Company of Ada County

Rafanelli & Nahas

Regence BlueShield of Idaho

Republic Services

Saint Alphonsus Health System Scentsy

SelectHealth

Sparklight

St. Luke's Health Systems

Stark Accelerators Commercial Real Estate

Stoel Rives LLP

Suez Water

Sundance Company

TalentSpark

Tandem Diabetes

Tenant Reality Advisors

Terracon

TitleOne Corporation

TOK Commercial Real Estate

U.S. Bank

United Heritage Financial Group

University of Idaho - Boise

Washington Trust Bank

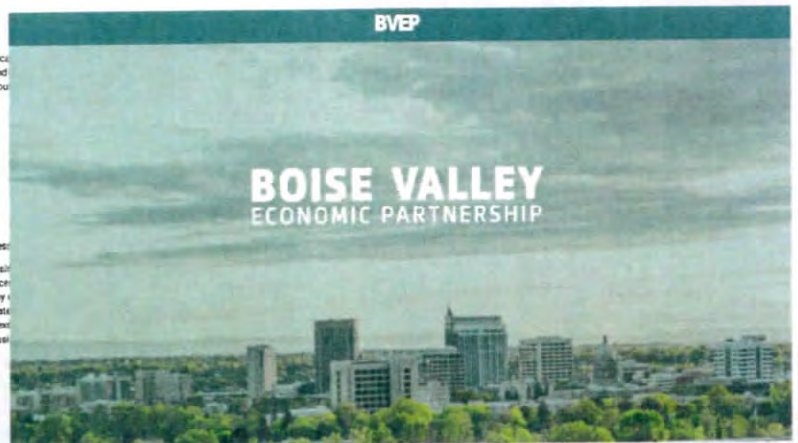
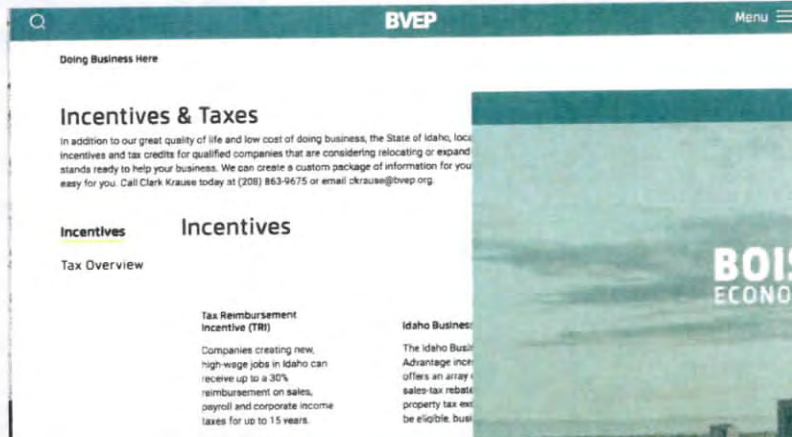
Wells Fargo Bank, N.A.

White-Leisure Development Company

Windermere Real Estate Professionals

Zions Bank

RESOURCES



BVEP.ORG

YouTube BVEP

Twitter BVEP

InstagramBoiseValleyEconomicPartnership

FacebookBoiseValleyEconomicPartnership

CONTACT US



CLARK KRAUSE

Executive Director

M: 208-863-9675

ckrause@bvep.org



BETH INECK

Director of Economic Development

M: 208-724-6021

bineck@bvep.org



SIERRA WHITE

Marketing & Event Manager

M: 208-472-5210

swhite@bvep.org



BEN WILLIAMS

Research & Project Manager

M: 208-830-9411

bwilliams@bvep.org

NATIONAL

ACCOLADES

#1 Best Place to Live
Livability, March 2019

#5 Best States
US News & World Report

#5 Best City for Starting a Business
Inc. Magazine, December 2019

#6 Most Best Performing City
Miliken Institute, February 2021

Best Run City in America
(Nampa #1, Boise #3)
WalletHub, July 2019

#1 Moving Destination
National Movers Study, January 2020

#14 Best Work Life Balance
SmartAsset, January 2021

Running list of accolades: bvep.org/lifestyle/national-accolades

EXHIBIT “J”

1d



Middleton City Council

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

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

A. Findings of Fact:

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

B. Conclusions of Law:

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

7. That these approvals are subject to the Conditions of Approval set forth in the attached Staff Report for the hearing date of December 1, 2021, and the additional conditions of approval as follows:
 - i. Applicant/Developer must construct all portions of the Cemetery Road frontage up to the sewer main crossing in the northwest corner of the project, and dedicate the same to the City, before final plat approval for phase 1. The remaining portion of the Cemetery Road frontage to the north may be bonded at the time of phase 1 final plat but must be completed and dedicated to the City prior to final plat approval for Phase 2. This requirement shall also be set forth in the Development Agreement.
 - ii. Applicant developer shall be allowed a ninety (90) foot turning radius.

C. Decision and Order:

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

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

WRITTEN ORDER APPROVED ON: December ____, 2021.

Steven J. Rule, Mayor
City of Middleton

Attest:

Roberta Stewart
Planning and Zoning Department

EXHIBIT "A"

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

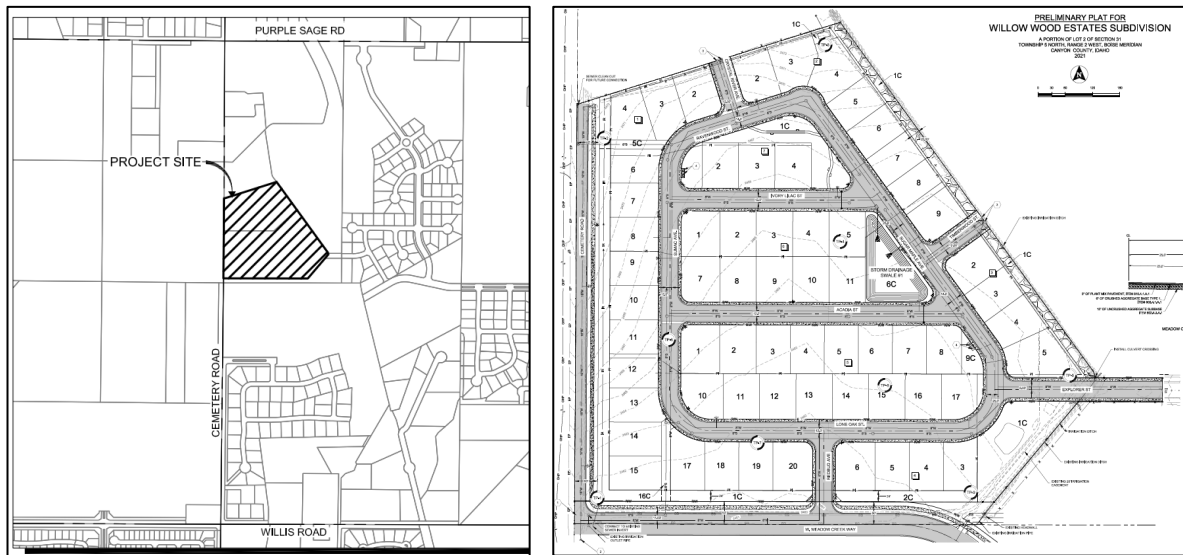


EXHIBIT "A"

STAFF REVIEW AND REPORT

Middleton City Council

Willow Wood Estates Subdivision Snapshot Summary



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

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

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

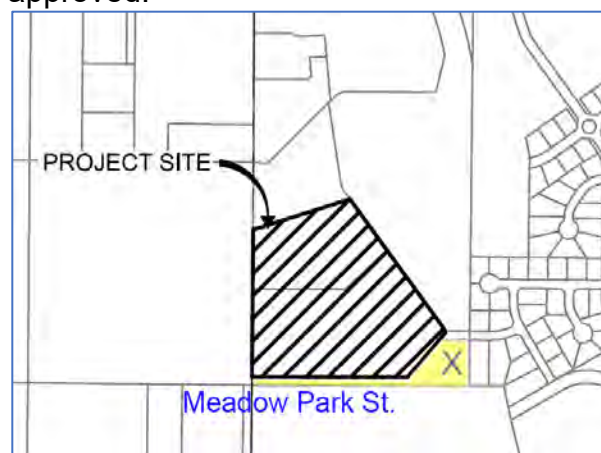
- E. City Services:** City water and sewer are located immediately west and south of the project and easily accessible to the project.



- F. Traffic, Access & Streets:**

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

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



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

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

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

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

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

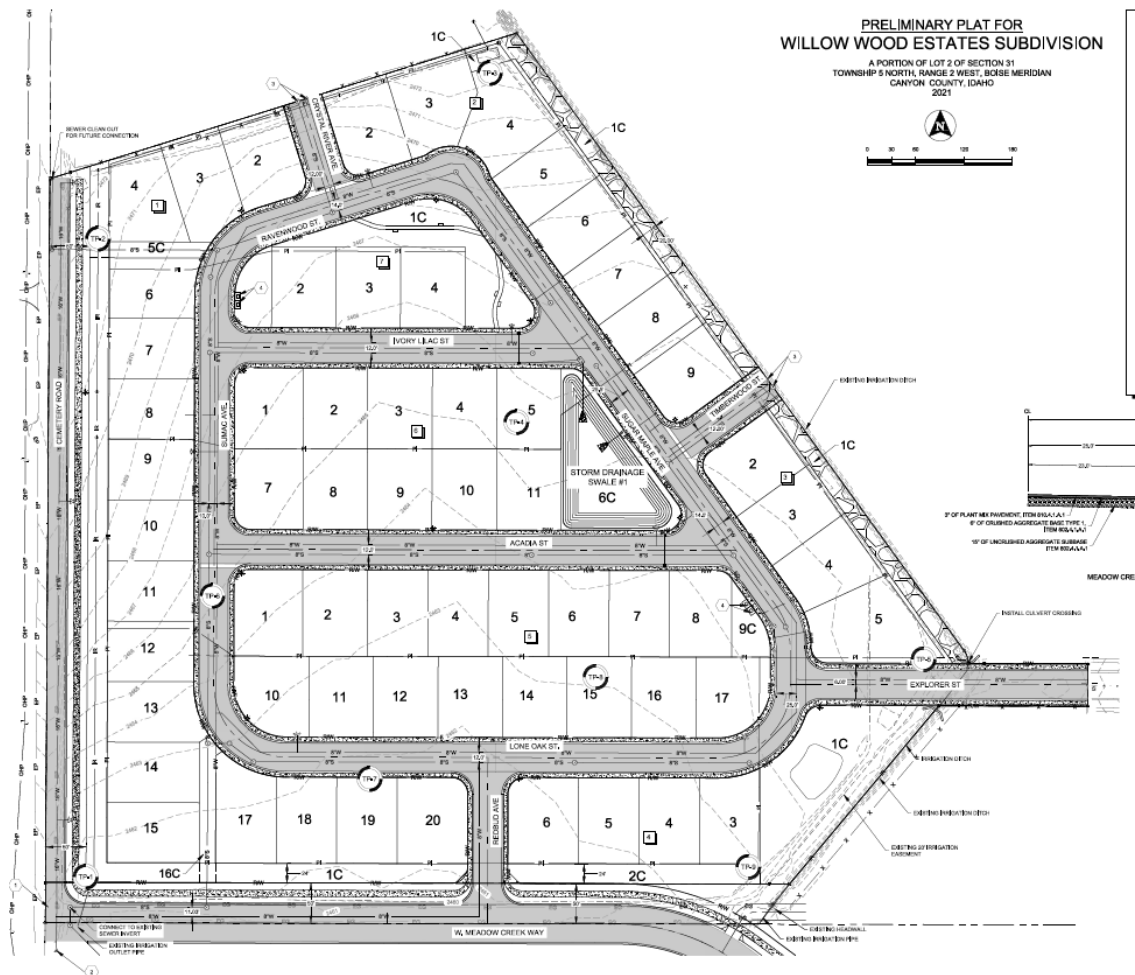
As to a zone change request, the Council must make two findings before approving such a request: (1) the rezone will not adversely affect the City's delivery of services and (2) the rezone request is in harmony with the Comprehensive Plan.

FINDINGS:

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

As to the zone change, Planning Staff finds that the rezone will not adversely affect the City's ability to deliver services. And, as will be shown in more detail in section M below, Planning Staff finds that the rezone is in harmony with the City's Comprehensive Plan.

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



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

Findings:

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

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

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

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

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

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

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

N. Comments Received from Surrounding Landowners: None.

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

P. Comments from City Engineer and Planning Staff:

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

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

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

S. Applicable Codes and Standards:

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

T. Conclusions and Recommended Conditions of Approval:

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

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

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

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

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

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

EXHIBIT “A”

Preliminary Plat under review

© 2021 T-O ENGINEERS. THIS INSTRUMENT IS THE PROPERTY OF T-O ENGINEERS. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT OR ITS CONTENTS WITHOUT SPECIFIC WRITTEN PERMISSION OF T-O ENGINEERS IS STRICTLY PROHIBITED.

SITE DATA

OWNER/DEVELOPER

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

ENGINEER

DAVID N. STERLING, P.E.
PAUL LUCIA III E.I.
T-O ENGINEERS, INC.
2471 S. TITANIUM
MERIDIAN, ID 83642
PH: (208) 323-2288

SURVEYOR

LADD CLUFF, P.L.S.
T-O ENGINEERS, INC.
2471 S. TITANIUM
MERIDIAN, ID 83642
PH: (208) 323-2288

ZONING AND SETBACK

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

FIRE DISTRICT

CITY OF MIDDLETON

SEWER AND WATER DISTRICT

CITY OF MIDDLETON

IRRIGATION DISTRICT

PRIVATE
(PRESSURE IRRIGATION)

BLACK CANYON IRRIGATION DISTRICT

ROADWAY JURISDICTION

CITY OF MIDDLETON

SCHOOL DISTRICT

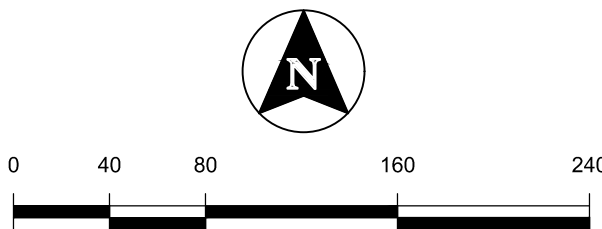
MIDDLETON SCHOOL
DISTRICT #134

AREA AND LOT SUMMARY

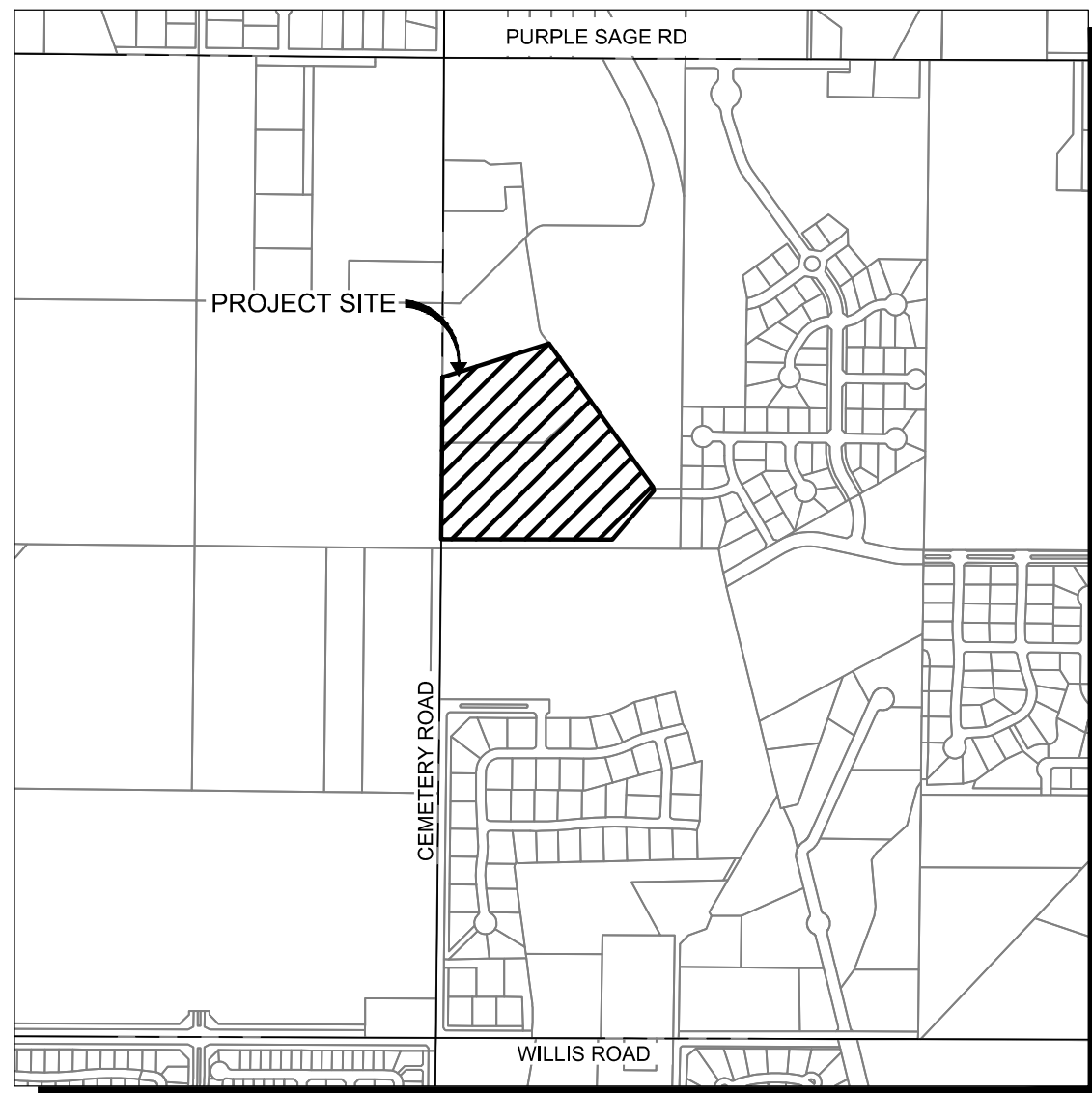
TOTAL AREA	±904,260 SF	20.8 ACRES
TOTAL RESIDENTIAL AREA	±525,627 SF	12.1 ACRES
TOTAL COMMON/OPEN SPACE AREA	±132,208 SF	3.0 ACRES
INTERIOR COMMON/OPEN SPACE AREA	±48,371	1.1 ACRES
RIGHT OF WAY AREA	±198,054 SF	4.5 ACRES
TOTAL NUMBER OF LOTS	72	
TOTAL NUMBER OF BUILDABLE LOTS	62	
TOTAL NUMBER OF COMMON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

PRELIMINARY PLAT FOR WILLOW WOOD ESTATES SUBDIVISION

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



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

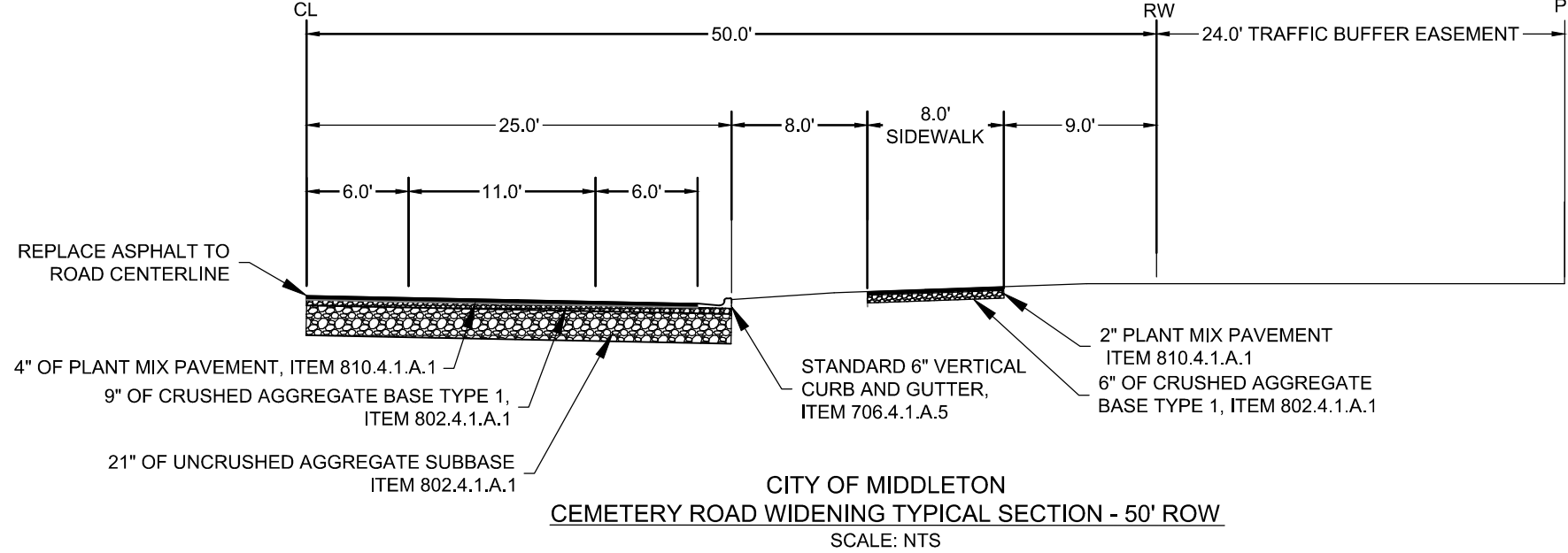


VICINITY MAP
SCALE: 1"=1000'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	BEARING
C4	25.65'	16.38'	36°35'56"	S17°45'14"E
				16.11'

SHEET INDEX

C0.00	LOT DIMENSIONS
C0.01	UTILITY PLAN

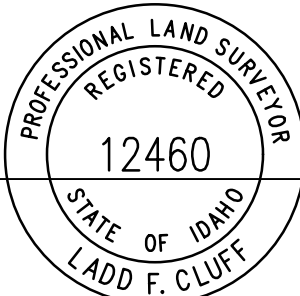


NOTES

- BUILDING SETBACK AND DIMENSION STANDARDS SHALL BE IN ACCORDANCE WITH THE MIDDLETON CITY CODE AT THE TIME OF BUILDING PERMIT ISSUANCE.
- COMMON LOTS TO BE OWNED AND MAINTAINED BY THE WILLOW WOOD ESTATES HOMEOWNERS ASSOCIATION.
- STORM DRAINAGE WILL BE ROUTED TO INFILTRATION FACILITIES LOCATED IN COMMON AREAS. STORM DRAINAGE WILL BE DESIGNED IN ACCORDANCE WITH THE CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES FOR IDAHO CITIES AND COUNTIES AND THE CITY OF MIDDLETON.
- INDIVIDUAL PRESSURE IRRIGATION SERVICES WILL BE PROVIDED TO THE REAR OF EACH LOT. PRESSURE IRRIGATION WILL BE CONNECTED TO A NEW PUMP STATION LOCATED IN COMMON LOT 1 BLOCK 2. THE SYSTEM WILL BE OWNED AND MAINTAINED BY THE HOA. LOT OWNERS WILL BE OBLIGATED TO PAY LEVIES AND ASSESSMENTS FROM THE APPLICABLE IRRIGATION DISTRICT.
- IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT OF WAY. ALL IRRIGATION AND DRAINAGE FACILITIES SHALL BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
- DIRECT LOT ACCESS TO CEMETERY ROAD IS PROHIBITED.
- BLOCK 1, LOT 1, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOTS 1 AND 2, BLOCK 5, LOT 9, BLOCK 6 LOT 6, BLOCK 7 LOT 1 ARE COMMON LOTS
- BLOCK 1, LOTS 5 AND 16 ARE PRIVATE DRIVES AND BOTH CONTAIN A BLANKET PUBLIC ACCESS AND UTILITY EASEMENT
- ALL STREETS PROPOSED IN THIS SUBDIVISION ARE PUBLIC STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH MIDDLETON STANDARDS FOR PUBLIC STREETS.
- DOMESTIC AND FIRE PROTECTION WATER ALONG WITH SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- ALL EXISTING WELLS SHALL BE ABANDONED PER IDWR REGULATIONS. ALL SEPTIC SYSTEMS SHALL BE COMPLETELY REMOVED AND THE AREA RECOMPACTED PER THE GEOTECHNICAL REPORT.
- SEWER AND WATER CAPACITY SHALL BE RESERVED WHEN CITY APPROVES THE CONSTRUCTION DRAWINGS.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES AND PEDESTRIAN ACCESS OVER THE 10' ADJACENT TO ANY PUBLIC RIGHT OF WAY. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- ALL LOTS CONTAIN A 10 FOOT WIDE EASEMENT ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY FOR PUBLIC UTILITIES & IRRIGATION
- ALL INTERIOR LOTS CONTAIN A 5' WIDE EASEMENT, EACH SIDE, FOR PUBLIC AND PRIVATE UTILITIES, DRAINAGE AND IRRIGATION FACILITIES.
- PRESSURIZED IRRIGATION WATER WILL BE PROVIDED TO EACH LOT FROM THE BLACK CANYON IRRIGATION DISTRICT. IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(B), LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR LEVIES AND ASSESSMENTS FROM SAID DISTRICTS AND COMPANIES.

SURVEY INFORMATION

T-O ENGINEERS-LADD CLUFF, PLS PHONE NO. (208)-323-2288					
ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).					
BM#1	BM#2	BM#3			
NORTHING: 753532.776	NORTHING: 752653.132	NORTHING: 752871.528			
EASTING: 2391692.969	EASTING: 2391687.504	EASTING: 2392954.832			
ELEVATION: 2473.34	ELEVATION: 2461.92	ELEVATION: 2465.91			
DESCRIPTION: 5/8" REBAR WITH ILLEGIBLE CAP	DESCRIPTION: 5/8" REBAR "CLS 7732"	DESCRIPTION: 5/8" REBAR "PLS 9366"			



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

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288
WWW.TOENGINEERS.COM

PRELIMINARY PLAT FOR:

WILLOW WOOD SUBDIVISION
LOT DIMENSIONS

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

DATE: 11/23/2021
PROJECT: 210036
SHEET:

C0.00

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



Diagram illustrating the cross-section of a street layout with various pavement and easement widths:

- 50.0'**: Total width of the street.
- 8.0'**: Width of the sidewalk.
- 8.0'**: Width of the standard 6" vertical curb and gutter.
- 9.0'**: Width of the 2' plant mix pavement.
- 24.0'**: Width of the traffic buffer easement.
- 6"**: Width of the crushed aggregate base type 1.

Labels and Callouts:

- STANDARD 6" VERTICAL CURB AND GUTTER, ITEM 706.4.1.A.5**
- 2' PLANT MIX PAVEMENT, ITEM 810.4.1.A.1**
- 6" OF CRUSHED AGGREGATE BASE TYPE 1, ITEM 802.4.1.A.1**
- RW**: Right of Way line.
- 24.0' TRAFFIC BUFFER EASEMENT**

NOTES

1. ALL WATER MAINLINES ARE TO BE 8" IN DIAMETER UNLESS OTHERWISE NOTED.
2. ALL SEWER LINES ARE TO BE 8" IN DIAMETER UNLESS OTHERWISE NOTED.
3. ALL STORM WATER DRAINAGE LINES ARE TO BE 12" IN DIAMETER
4. PRESSURIZED IRRIGATION TO BE PROVIDED BY A PROPOSED PUMP STATION LOCATED IN LOT 2 BLOCK 3.
5. EXISTING TOPOGRAPHIC SURVEY BY T-O ENGINEERS (JANUARY 2021).
6. A BLANK CONDUIT SHALL BE ADDED TO JOINT TRENCH FOR CITY REQUIRED FIBER OPTICS.

NO.	RELATIONS DESCRIPTION	DATE	WORKING NUMBER
			22734
			DESIGNED
			P. LUCIA
			DRAWN
			P. LUCIA
			CHECKED
			D. STERLING
			APPROVED
			D. STERLING

PRELIMINARY PLAT FOR:
WILLOW WOOD SUBDIVISION
UTILITY PLAN

C0.01

EXHIBIT “B”

Proposed Development Agreement

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

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

Development Agreement – _____

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

ARTICLE I LEGAL AUTHORITY

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

ARTICLE II ANNEXATION AND ZONING ORDINANCE

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

ARTICLE III CONDITIONS OF DEVELOPMENT

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

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

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

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

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

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

ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT

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

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

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

Development Agreement – _____

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

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

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

ARTICLE V GENERAL PROVISIONS

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

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

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

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

Development Agreement – _____

Developer: _____

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

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

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

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

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

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

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

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

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

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

CITY OF MIDDLETON

ATTEST

By: _____
Steven J. Rule, Mayor

By: _____
Becky Crofts, City Clerk

State of IDAHO)
 ss.
County of Canyon)

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

Notary Public
My Commission Expires: _____

[Signatures on following page]

JOSEPH L. AUSTIN

State of Idaho)
 ss.
County of _____)

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

Notary Public
My Commission Expires: _____

DEBORAH R. AUSTIN

State of Idaho)
 ss.
County of _____)

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

Notary Public
My Commission Expires: _____

EXHIBIT “C”

Agency Comments

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

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

Thank you,





November 8, 2021

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

RE: Cemetery Road-Willow Wood Subdivision—Preliminary Plat

Mrs. Stewart:

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

CHD4 offers the following recommendations:

General

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

Cemetery Road

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

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

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

CHD4 asks the City to consider the following:

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

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

Traffic Impact

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

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

Respectfully,

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

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

Communities in Motion 2040 2.0 Development Review

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

Development Name: Willow Wood Estates







Agency: Middleton

CIM Vision Category: Future Neighborhoods

New households: 63

New jobs: 0

Exceeds CIM forecast: No

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

Recommendations

This proposal is on the fringe of the City of Middleton surrounded by farmland and removed from employment centers. Cemetery Road is identified in the *Middleton Connects 2015 City Vision Map* as having a Public Use Pathway and Bike Lane in the future. The Picadilly Park Park and Ride is approximately is about 2 miles away. This stop is not currently served, but *ValleyConnect 2.0* proposes future service at this location with an express route from Happy Day Transit Center to Saint Luke's regional hospital in Meridian, via Hwy-44, with 30-minute frequencies.

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

Web: www.compassidaho.org

Email info@compassidaho.org

More information about the development review process:

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

Fiscal Impact Analysis Supplemental for the Development Review Checklist

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

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

Overall Net Fiscal Impact

Net Fiscal Impact, by Agency

City

County

Highway District

School District

Break Even:

EXHIBIT “D”

City Engineer & Planner Comments



October 15, 2021

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

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

RE: Willow Wood Estates Subdivision – Revised Preliminary Plat

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

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

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

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

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

Add street names to C0.01.

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

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

Revisit streetlight location – streetlights required every 400 ft.

Revise stormwater management to retention facilities.

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

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

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

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

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

Please show the location of the driveway to the west.

The intersection at Timberwood is atypical and needs to be revisited

Verify the spelling of Sweeney name.

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

C0.01.

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



CITY OF MIDDLETON

P.O. Box 487, 1103 W. Main St., Middleton, ID 83644
208-585-3133 Fax (208) 585-9601
citmid@middletoncity.com
www.middleton.id.gov

October 4, 2021

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

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

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

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

Sincerely,

Roberta L. Stewart

Middleton City Planner



DATE: December 9, 2021
TO: Roberta Stewart, Planner
Cc: Richard Grey, PLS, Compass Land Surveying
FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE
RE: Stonehaven Subdivision No. 5
FINAL PLAT RECOMMENDATION OF APPROVAL

Thank you for the opportunity to review the above captioned final plat. The review is complete and the plat appears to generally meet the requirements of Middleton City Code and common platting practices. All infrastructure is complete and substantially in conformance with the ISPWC. Power service to the street lights will be noted on the certificate of completion, with the service anticipated by December 22, 2021.

It is recommended the City of Middleton approve the Stonehaven Subdivision No. 5 final plat.

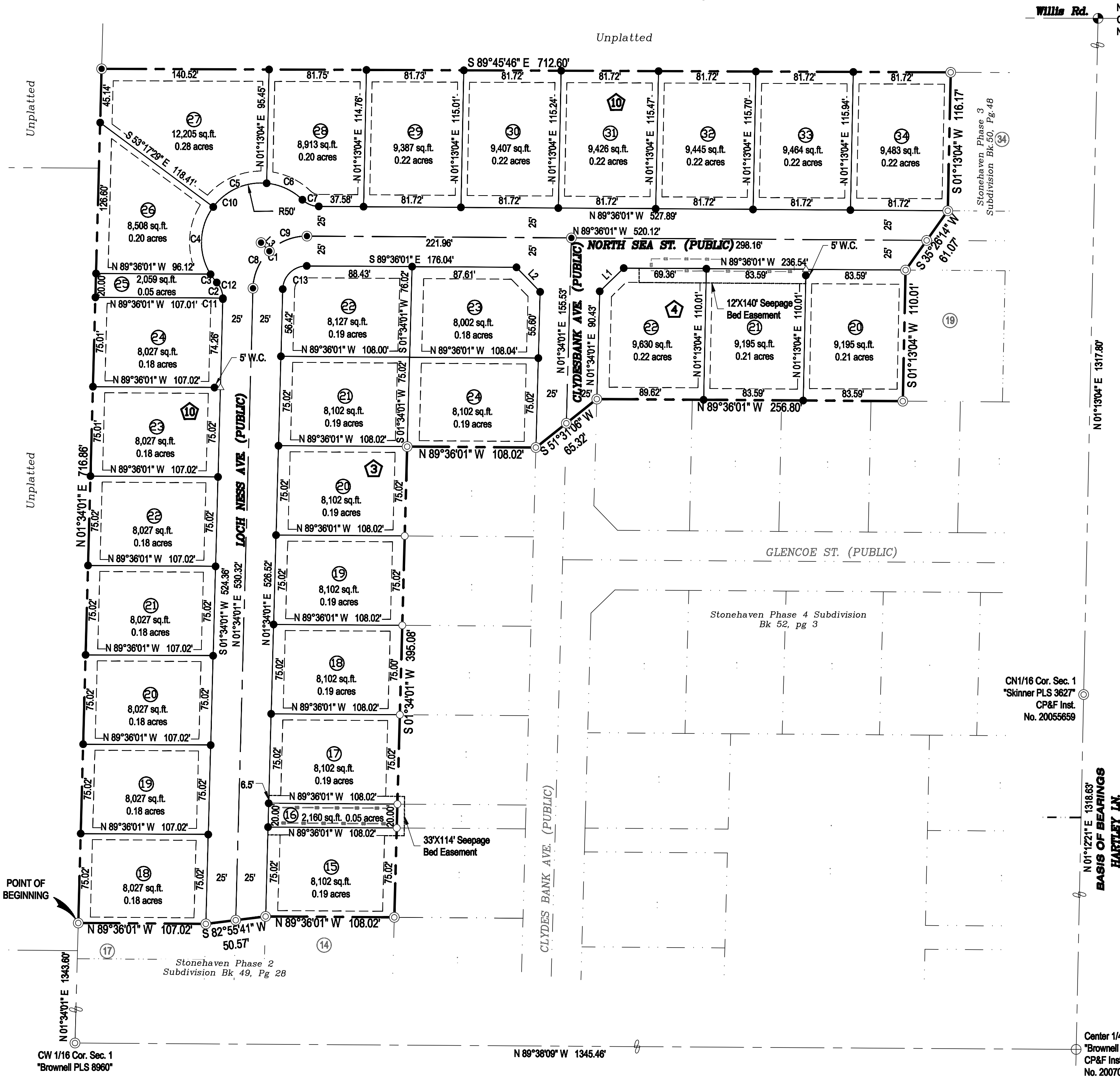
SURVEYOR'S NARRATIVE:

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

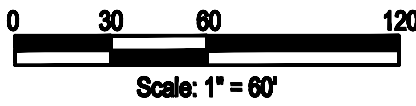
PLAT OF
STONEHAVEN SUBDIVISION No. 5

LOCATED IN THE E1/2 NW1/4 OF SECTION 1,
T. 4 N., R. 3 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO
2021

BK PG



N1/4 Cor. Sec. 1
CP&F Inst.
No. 2008019843



LEGEND

- Found brass cap monument
- Found aluminum cap monument
- Found 5/8 inch dia. iron pin
- Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Found 1/2 inch dia. iron pin
- Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Calculated point
- Block number
- Lot number
- Boundary line
- Lot Lines of Record
- Section line
- Easement Line
- Fence line barbed wire
- Lot Line
- Seepage Bed
- Seepage Bed Easement

NOTES:

- The owner has provided Irrigation Water to each Lot through a Pressure Irrigation System to be Owned and Maintained by the Stonehaven Subdivision Homeowners Association in compliance with Idaho Code Section 31-3805(1)(b). All Lots will be subject to Assessments from the Black Canyon Irrigation District.
- Building Setbacks and Dimensional Standards in this Subdivision shall be in compliance with the City of Middleton Standards for the Applicable Zoning Regulations in effect at the time of Building permit issuance.
- Maintenance of any Irrigation or Drainage Pipe or Ditch Crossing any Lots is the Responsibility of the Individual Lot Owner unless such responsibility is assumed by an Irrigation/Drainage Utility or the Homeowners Association.
- All Lots are hereby Designated as having a Permanent Easement for Public Utilities and Pedestrian Walkways over the Ten (10) feet adjacent to any Public Right of Way. This Easement shall not Preclude the Construction of Hard-Surfaced Driveways and Walkways to each Lot.
- Unless otherwise Shown and Dimensioned, all Lots are hereby Designated as having a Permanent Easement for Public Utilities and Pedestrian Walkway over the Five (5) feet adjacent to any Interior Side Lot Line, and over the Ten (10) feet adjacent to any Rear Lot Line or Subdivision Boundary.
- Lot 16, Block 3, Lot 25, Block 10 are common lots to be Owned and Maintained by the Stonehaven Subdivision Homeowners Association, or its assigns and has a Blanket Easement for Public Utilities, Drainage and Irrigation.
- No Structures shall be Constructed or Installed in an Easement and any Fences, Landscaping or Structures installed in an Easement may be Removed by the City of Middleton and Utility Companies and replaced at the Owner's Expense.
- Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the re-subdivision.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	69.77	45.00	88°49'57"	S 45°59'00" W	62.99
C2	14.46	20.00	41°25'04"	N 21°17'49" W	14.14
C3	8.65	50.00	09°54'37"	N 37°03'02" W	8.64
C4	60.04	50.00	68°48'15"	N 02°18'24" E	56.50
C5	51.22	50.00	56°41'29"	N 66°03'16" E	49.01
C6	33.66	50.00	38°34'21"	S 65°18'50" E	33.03
C7	15.21	20.00	43°34'22"	S 67°48'50" E	14.85
C8	34.88	45.00	44°24'59"	S 23°48'31" W	34.02
C9	34.88	45.00	44°24'59"	S 68°11'29" W	34.02
C10	153.57	50.00	175°58'41"	N 45°59'00" E	99.94
C11	0.75	20.00	02°08'18"	N 00°29'23" E	0.75
C12	15.21	20.00	43°34'22"	N 20°13'10" W	14.85
C13	31.01	20.00	88°49'57"	N 45°59'00" E	27.99

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 45°59'00" E	27.99
L2	S 44°01'00" E	28.57
L3	N 44°01'00" W	10.00



COMPASS LAND SURVEYING, PLLC

623 11th Avenue South
Office: (208) 442-0115
JN 13120
Nampa, ID 83651
Fax: (208) 327-2106
12/07/2021

Center 1/4 Cor. Sec. 1
"Brownell PLS 8960"
CP&F Inst.
No. 2007063693



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

Estimate

Date	Estimate #
12/10/2021	M2418

Estimate Prepared For:

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

Questions?

Please refer to your Estimate # when calling
your ERS Sales Representative.

Your rep can be reached on location at
Ph: (208) 362-1741 or Fx: (208) 562-1318

Thank you for considering us!

To see more ways we can serve you, please
visit our website:

www.ERSINC-NW.COM

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

Customer Reference #

Item	Description	Rate	Qty	Total
	2016 CHEVY TAHOE K9 CONVERSION			
CK0471TAH15-10	SETINA K9 ULTIMATE 2 PACKAGE K9 CAGE W/ 2 EXIT POINTS, PRISONER TRANSPORT AND FREE STANDING WEAPON MOUNT. 2015-2020 CHEVROLET TAHOE	3,300.00	1	3,300.00
EK0689TAH00	SETINA MAXI THIS FAN, 10" (FAN ONLY)	325.00	1	325.00
K9A13145	SETINA NO SPILL WATER BOWL	60.00	1	60.00
F3	RAY ALLEN F3 K-9 DEPLOYMENT AND HEAT ALERT SYSTEM W/ PAGER	1,299.99	1	1,299.99
MISC PARTS & ...	MISC PARTS & MATERIALS	75.00	1	75.00
SHIPPING	SHIPPING AND HANDLING FEE	525.00	1	525.00
LABOR	LABOR/INSTALLATION	90.00	40	3,600.00
	- TAKE OUT CURRENT PRISONER CAGE			
	- REMOVE ELECTRICAL EQUIPMENT AND EXTEND WIRES			
	- INSTALL K9 CAGE			
	- REINSTALL ELECTRONICS ON TO REAR OF K9 CAGE			
Signature: _____		Date: _____		Total \$9,184.99

RESOLUTION 462-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, DECLARING CERTAIN BUSINESS PERSONAL PROPERTY AS OBSOLETE OR SURPLUS, AUTHORIZING AND DIRECTING SALE OR DISPOSAL OF SURPLUS PROPERTY.

RECITALS

WHEREAS, the City of Middleton, Idaho (the “City”) has acquired certain business personal property to conduct a municipality in the public interest according to state law; and

WHEREAS, items of the City’s business personal property listed on the attached Exhibit A have become worn out, obsolete or are no longer needed by the City; and

WHEREAS, it is cumbersome to the City and wasteful to own and not use the items; and

WHEREAS, the items are surplus and the City desires to dispose of them.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, as follows:

Section 1: The recitals are incorporated here as if restated in full.

Section 2: The items of business personal property on the attached Exhibit A are surplus with approximate fair-market values stated.

Section 3: The City Administrator is authorized and directed to sell the surplus property for approximate fair market value or, if unable to sell an item, donate it to a non-profit organization or otherwise dispose it.

Section 4: This Resolution shall be effective as of the date of its adoption.

PASSED BY COUNCIL, CITY OF MIDDLETON, IDAHO this 15th day of December, 2021

CITY OF MIDDLETON

ATTEST:

Steven J. Rule, Mayor

Rhonda Carpenter, Deputy City Clerk

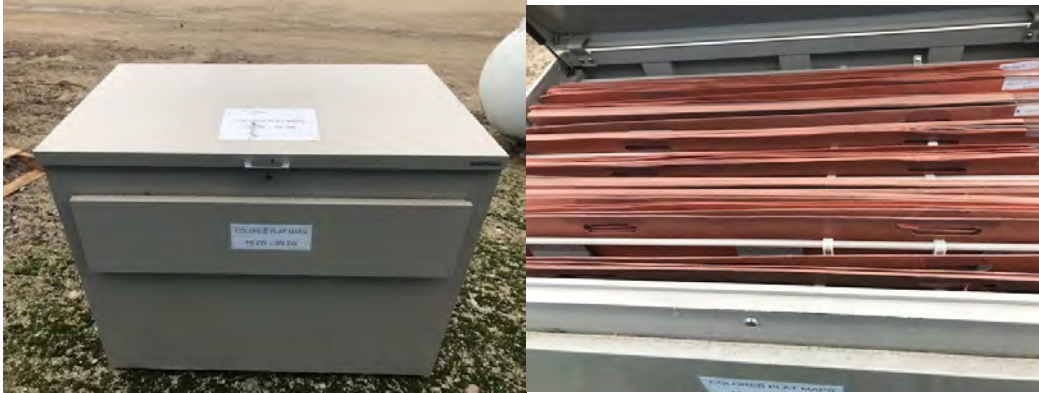
Exhibit A

	Item Description	Condition	Estimated Value	Photo Link #1	Photo Link #	Notes
1	Plan Hold VIP 3000	Fair	\$75	https://drive.google.com/file/d/1I496-bTXwkm_TyYOYulZ5z7fL8mMGAZg/view?usp=sharing	https://drive.google.com/file/d/1cl1cMoffBtL3D0fAuViNSFghFd3eohgf/view?usp=sharing	Auction
2	Hein-Werner bumper jack	Unknown	\$30	https://drive.google.com/file/d/1eYwlgwQip1F5Yt-QTIRoA8mVZbOs177Q/view?usp=sharing		Auction
3	Onan Generator	Unknown	\$50	https://drive.google.com/file/d/1TOL3pwwCC9tMGizFPVqsf9q8aHpTEupK/view?usp=sharing		Auction
4	monarch 2 inch pump	Unknown	\$50	https://drive.google.com/file/d/1Ni1klzq8EddyGZiAqQJzn85pnjifa5J/view?usp=sharing	https://drive.google.com/file/d/1t8oBv7LChXRUbbIKO-bXXPD5FgLhxL21/view?usp=sharing	Auction
5	3" Teel self priming centrifugal pump	Unknown	\$50	https://drive.google.com/file/d/1dHME8D9gRQOCIG1Pi6QZoXya_EqNL9T/view?usp=sharing	https://drive.google.com/file/d/1FmLa_TViKBOKtXC3ZLzE2kv-by98ynT/view?usp=sharing	Auction
6	3" ABS pump with electric motor	Unknown	\$100	https://drive.google.com/file/d/1bh572pBbekwLnZVihCoQO5wwfoAp1Kr4/view?usp=sharing	https://drive.google.com/file/d/14WmECbcuas27OHPQy0hatcvx9BHNali-view?usp=sharing	Auction
7	hydraulic press	Fair	\$100	https://drive.google.com/file/d/1O-obmG_LUdXk5iik9Q-eH9rSRY2ih7_b/view?usp=sharing		Auction
8	United Parts Washer	Non functional	\$50	https://drive.google.com/file/d/1KfXPA6uFYOVcl-8_at_QrZu4s_t7EBek/view?usp=sharing	https://drive.google.com/file/d/1Ud5D8Emsl5O-9vXPmDORWUkbD0EDPfyb/view?usp=sharing	Auction
9	Case Virbomax jumping jack tamper pic 1	Non functional	\$50	https://drive.google.com/file/d/1jVkl3i6hYWL-NaLX4GwZllzAN3rkvrS/view?usp=sharing	https://drive.google.com/file/d/1BzsWZPY-K79xdA_nwGnXzYiOHRIycpyw/view?usp=sharing	Auction
10	Picnic Tables	Need repair	\$25	https://drive.google.com/file/d/10jdy8F5L3fEICXTzYEQW3fpjoMWtBBZE/view?usp=sharing		Auction
11	Jumping Jack	Non functional	\$0	https://drive.google.com/file/d/11JbofkzxiX8rdxzRF4EDtV8i7Km9sBPs/view?usp=sharing	https://drive.google.com/file/d/1csw-McWcZvv0DrVa_ZrwDDptx0YP6sm/view?usp=sharing	Auction
12	1990 Volvo dump truck	Need repair	\$7,500	https://drive.google.com/file/d/1HH2zMxV99dQA29j3dM3tfM2gu7xpe3JI/view?usp=sharing	https://drive.google.com/file/d/118RQ2mEyCo2tUiPOYAIfIuaWbCVvP8l/view?usp=sharing	AUCTION: Steering arms need to be replaced must be towed. Must purchase plow, sander, and truck all together. 483,253 Miles, 25,526 Hrs

13	Mid-States Farm King Heater	Non funtional	\$0	https://drive.google.com/file/d/1TdTQPJtVyMx754X_BsA23b0L-gmi3wS/view?usp=sharing		SCRAP
14	Echo Gas Blower	Non funtional	\$0	https://drive.google.com/file/d/1CtQCnhXxpjz8UjCwSYl-mqv7SXwJweYj/view?usp=sharing	https://drive.google.com/file/d/1-cpkDapRyB7EgX87f5KW4vDMkeQoIkvj/viiew?usp=sharing	SCRAP
15	Stihl HS 80 Hedge Trimmer	Non funtional	\$0	https://drive.google.com/file/d/1cUBEcC8zglalsO5TpY5HrJXbaX_BIA-D/view?usp=sharing	https://drive.google.com/file/d/1LkRm1p_yYu1cpSzXBW8zZa-DiZvRBREE/view?usp=sharing	SCRAP
16	leaf blower	Non funtional	\$0	https://drive.google.com/file/d/1Kb4wD6KQyFwGOQgplFMACsr0ati4x268/view?usp=sharing	https://drive.google.com/file/d/1tDUAJ2LktKcIJdR1e8iA6xHDMfEAIHQ/view?usp=sharing	SCRAP
17	chain saw Stihl 009L	Non funtional	\$0	https://drive.google.com/file/d/1svMkiPGBfQyWzP1JngbnNvwdn0p3vtF/view?usp=sharing	https://drive.google.com/file/d/1gE2P556DDbF8agCcvXaglepOgQZF7tyC/view?usp=sharing	SCRAP
18	chain saw Stihl 032 AV	Non funtional	\$0	https://drive.google.com/file/d/1FziTf_0Qey0KFqCxcOAdsPwAVA4jLnPm/view?usp=sharing	https://drive.google.com/file/d/1YPkwZKRX8wfT2ZqD8l-5P4U1HLHksZJt/view?usp=sharing	SCRAP
19	leaf blower WE Pic	Non funtional	\$0	https://drive.google.com/file/d/1tDUAJ2LktKcIJdR1e8iA6xHDMfEAIHQ/view?usp=sharing	https://drive.google.com/file/d/1eiHx0xi0UeKgOwjehzHamulMr3MEn7kn/view?usp=sharing	SCRAP
20	chain saw Stihl MS 180C pic	Non funtional	\$0	https://drive.google.com/file/d/1QboP-yCMB23QBKviWIIQNu355yKZAvE/view?usp=sharing	https://drive.google.com/file/d/1HQQv85T_8KpYUmGihtFyunELcNcCuGCg/view?usp=sharing	SCRAP
21	cut off saw	Non funtional	\$0	https://drive.google.com/file/d/17LbnUgsg8GLQeJMrbThwY4psY4UOLrhc/view?usp=sharing	https://drive.google.com/file/d/18KNQrVgCnBiWBkF-ftD-ZJ5sCuUMaTJW/view?usp=sharing	SCRAP
22	weed eater	Non funtional	\$0	https://drive.google.com/file/d/1YBIOPtSeMeoveZLV1xxiCo0PJtu2d50_/view?usp=sharing	https://drive.google.com/file/d/1ny6h5pF1NRv8ctjUGDx_WZVCQtLItA5/view?usp=sharing	SCRAP
23	drip lines	Non funtional	\$0	https://drive.google.com/file/d/17xETQ3Rsf17RLVXghiEWEOZcFoMCsr/view?usp=sharing		SCRAP
24	insulated pipe	Garbage	\$0	https://drive.google.com/file/d/1JEfrjG4kP_7AfxwBNIfjKgp66EYCh7H/view?usp=sharing	https://drive.google.com/file/d/1yS6dUV5ktbm8PHT2zH3Ve-SIQtx8e30H/view?usp=sharing	SCRAP
25	playground equipment	Need repair	\$0	https://drive.google.com/file/d/1x5fDOP1CA6ZX36UJhPWaosAQa4avhd/view?usp=sharing	https://drive.google.com/file/d/1GyWQO_2u-IDFc92s0IMvYnQcNBbTfa4X/view?usp=sharing	Tranfer of Liability/Indemnification

26	hawk light	Fair		https://drive.google.com/file/d/18_0K6LvX3XqM6dx4LkwfhWcKH3_1h3qO/view?usp=sharing		Homedale purchased. Middleton Storing, per Jim.
27	Xerox WorkCenter 7120	Unknown	\$500	https://drive.google.com/file/d/1e3hDugDXQOCwU4tPACFCYD4bkYFW5eTb9/view?usp=sharing	https://drive.google.com/file/d/14H5qiiRFDzVvYUSxDdSNxtGCCtEHMcS8/view?usp=sharing	Aution. Worked at last use.
28	Fabric 1	40 plus yards new/ 10 plus yars fair	\$75	https://drive.google.com/file/d/1jSpuf9BQ39zTgRPYb9HgDNU_mObtCR1k/view?usp=sharing	https://drive.google.com/file/d/1sdZV714li-W5W6Q9YDV8e6rHTGDHJVSY/view?usp=sharing	Aution. Worked at last use.
29	Fabric 2	10 plus yards fair	\$15	https://drive.google.com/file/d/1n5JjAKf0RhNmXIR48UFvTPwtGZRskCzQ/view?usp=sharing	https://drive.google.com/file/d/1puU2FnSC9u3cbiRR2dbqp3PucAULiz-1/view?usp=sharing	Aution. Worked at last use.
30	Wood Table 42" wide x 96" long x 29" Tall	Fair	\$50	https://drive.google.com/file/d/1OT4or6c20AHnBHquXQE5hGJxif5D9ZoA/view?usp=sharing	https://drive.google.com/file/d/1sB33bqYP4_bSD28cdc2yWBABtRN1lgWU/view?usp=sharing	Auction
31	72 used dual port Sensus M520M water meter radios	Used	\$100	https://drive.google.com/file/d/17T7i3_W_VS_TUYrFeQq3B7n-0SZbtDK/view?usp=sharing		Auction
32	29 used single port Sensus M520M water meter radios	Used	\$50	https://drive.google.com/file/d/16GM1lknKOKBbYFaSwXpcPC3x5KUwbt-/view?usp=sharing		Auction
33	186 dual Port M520M Sensus radios	New	\$200	https://drive.google.com/file/d/1xv4A7qv51TXsP_OF6VskSL8Zi-5RSQM/view?usp=sharing		Auction
34	29 single port M520M Sensus radios	New	\$100	https://drive.google.com/file/d/1cY6XgMYh-HWAwwyWmYYM6nnbmyc03fnE/view?usp=sharing		Auction
35	Police Dept. 2011 Dodge Charger	Used	\$2,000	https://drive.google.com/file/d/1FDIeBrDdK_y4eledf4KXvyZLyLhqmkIY/view?usp=sharing	https://drive.google.com/file/d/1CwRTiiz55TWZ_FBXshPu0fDSTbDH4Dz1/view?usp=sharing	Auction. As is.

1.



2.



3.





4.



5.





6.



7.



10.



11.



12.



13.



14.



15.



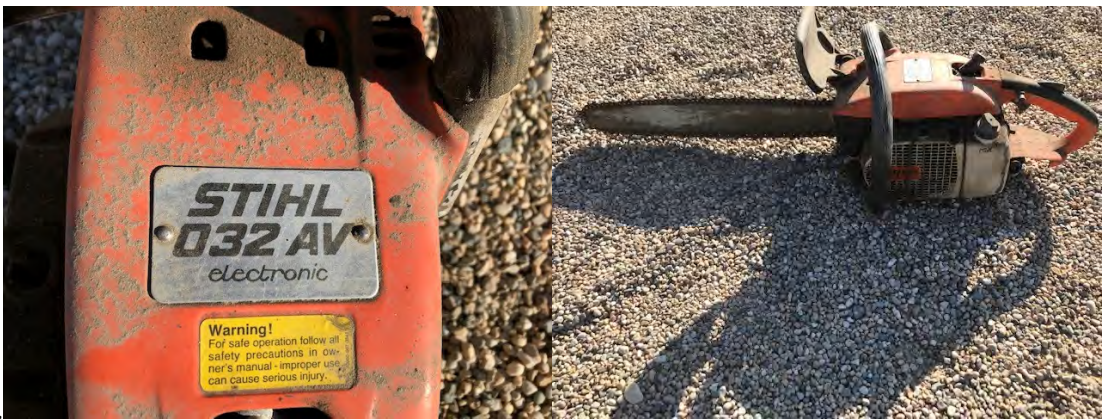
16.



17.



18.



19.



20.



21.



22.



23.



24.





25.





26.



27.



28.



29.



30.



31.



32.



33.



34.



35.



CITY OF MIDDLETON

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

City Council and the Planning and Zoning Commission

Regularly Scheduled Meetings in 2022

All meetings are at 1103 W Main Street, Middleton, Idaho unless otherwise advised.
Please contact the City Clerk to arrange for language or access assistance.

City Council meetings begin at 5:30 p.m.
Planning and Zoning meetings begin at 5:30 p.m.

2022		
Months	City Council	Planning & Zoning
January	5 th , 19 th	10 th
February	2 nd , 16 th	14 th
March	2 nd , 16 th	14 th
April	6 th , 20 th	11 th
May	4 th , 18 th	9 th
June	1 st , 15 th	13 th
July	6 th , 20 th	11 th
August	3 rd , 17 th	8 th
September	7 th , 21 st	12 th
October	5 th , 19 th	17 th 3 RD Monday
November	2 nd , 16 th	14 th
December	7 th , 21 st	12 th