

# AMENDED AGENDA City Council Meeting City of Middleton, Idaho

Date: Wednesday December 1,2021 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 Agenda

# Information Item:

o Presentation of Logo Contest Awards—Jennica Reynolds

## Action Items:

- 1. Consent Agenda (items of routine administrative business) (Action Items)
  - 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.
  - Consider approving accounts payable thru November 29, 2021, in the amount of \$84,671.08.
- Consider approving Special Events Permit Christmas Parade December 11, 2021 at 2:00 p.m. (Action Item)
- Consider a request from Middleton Chamber for a waiver of fees for use of the Trolley Station for meetings. (Action Item)
- 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)
- Consider approving the Findings of Facts, Conclusions of Law and Recommendation for Willow Wood Subdivision. – Roberta Stewart (Action Item)

- Consider approving Ordinance 655 regarding the annexation and rezone of Willow Wood Estates Subdivision property. – Roberta Stewart (Action Item)
- 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)
- 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, Adjourn

Posted by:

Rhonda Carpenter, Deputy Clerk

Date: November 30, 2021, 1:25 p.m.

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

assistance.

# MIDDLETON CITY COUNCIL NOVEMBER 17, 2021

The Middleton City Council meeting on November 17, 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: Amy Ockerman—Mayor Rule's granddaughter.

### **Action Items**

# A. Approve Agenda

**Motion:** Motion by Council President Kiser to approve the Amended Agenda as posted November 16, 2021 at 9:15 a.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 3, 2021, regular meeting.
  - b. Consider ratifying payroll for November 5, 2021, in the amount of \$80,310.60.
  - c. Consider approving accounts payable thru November 12, 2021, in the amount of \$335,684.92.

d.

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

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

2. Public Hearing: application by David Buich/ Hartley Lane LLC and James L. Escobar, AIA for preliminary plat approval with respect to the Carter John Mixed Use Subdivision located at 0 Hartley Lane (Tax Parcel No. R1788901). The proposed preliminary plat consists of 58 townhome sites, 4 common lots and 1 commercial lot on 6.06 acres of vacant land zoned M-U

Mayor Rule called the item and opened the Public Hearing at 5:41 p.m. Jennica Reynolds from the Planning department informed the council that the applicant did not have all of the documents required submitted to the city in time for this meeting. The planning department requested that the Public Hearing be tabled until the date certain of December 1, 2021 at 5:30 p.m.

**Motion:** Motion by Council President Kiser to move the Public Hearing for the application by David Buich/ Hartley Lane LLC and James L. Escobar, AIA for preliminary plat approval with respect to the Carter John Mixed Use Subdivision located at 0 Hartley Lane (Tax Parcel No. R1788901). The proposed preliminary plat consists of 58 townhome sites, 4 common lots and 1 commercial lot on 6.06 acres of vacant land zoned M-U to a date certain of December 1, 2021 at 5:30 p.m. (the next regular meeting

of the Middleton City Council). Motion seconded by Council Member Huggins and approved unanimously by a roll call vote.

Mayor closed the Public Hearing at 5:43 p.m.

3. Consider awarding City Logo design contest finalist. EXHIBIT A

Mayor Rule called the item and Jennica Reynolds presented the finalists for the city logo contest. The council members deliberated on the ranking of the finalists and determined the 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> place submissions. Jennica will contact the finalists and invite them to receive their awards at the next city council meeting on December 1, 2021.

**4.** Consider a proposal from Scott Brock to install a flag in the small decorative circle at the skate park at no cost to the City of Middleton. **EXHIBIT B** 

Mayor Rule called the item and Scott Brock gave a short presentation requesting permission to install flags/flagpoles at city parks starting with Piccadilly Park near the skate park—this project would not cost the city.

Council member O'Meara asked if the flag pole would be a telescoping one. Mr. Brock answered that it was and came in 3 sections. It would accommodate 3x5 or 4x5 flags.

Council President Kiser commented that he saw this as a win-win for the city. He would love to see more of these installed in the future.

Mayor Rule asked, who would replace the flags when they wear out? Mr. Brock responded that he would pay for replacement of the American flag as long as he is able to do so. Mr. Brock is wanting to work with the American Legion for the installation of the flags as well as the retirement of worn out flags.

Becky Crofts asked about how the city could have the flag lowered for half-staff notices from the government. Mr. Brock stated he will look into it and be certain to in stall a flagpole that can accommodate the half-staff recommendations from state and federal entities.

**Motion:** Motion by Council President Kiser to approve the installation of a flagpole at the Piccadilly Park and other parks to be determined, flag poles will accommodate half-staff notices from state and federal government, city staff will work directly with Mr. Brock for installation and placement of flags and flag poles. City staff is also authorized to work with Mr. Brock for the installation and placement of future flagpoles. Motion seconded by Council Member Garner and approved unanimously.

5. Consider Adopting Fee Resolution 461-21 EXHIBIT C

Mayor Rule called the item and Becky explained that the fees have been previously approved this resolution is to include the new fees in the fee schedule.

**Motion:** Motion by Council President Kiser to approve Resolution 461-21. Motion seconded by Council Member Huggins and approved unanimously.

6. Consider accepting the Official City Election Results **EXHIBIT D** 

Mayor Rule called the item and the council reviewed the election results as submitted from Canyon County Election office.

**Motion:** Motion by Council President Kiser to accept the results of the City Election as presented from Canyon County. Motion seconded by Council Member Garner and approved unanimously.

7. Consider accepting appointment of Jason VanGilder as Public Works Director.

Mayor Rule called the item and Mr. VanGilder was present via Zoom meeting.

**Motion:** Motion by Council President Kiser to approve the appointment of Jason VanGilder as Public Works Director. Motion seconded by Council Member O'Meara and approved unanimously.

# **Public Comments, Mayor and Council Comments:**

- Jo Ellen Ringer—113 3<sup>rd</sup> 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 Grafffe—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.
- **8. Executive Session:** (Idaho Code 74-206(1)(f)) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Mayor Rule called the item.

**Motion:** Motion by Council President Kiser to convene into Executive Session pursuant to Idaho Code 74-206(1)(f) at 6:35 p.m. to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

Council came out of Executive Session at 7:48 PM. Mayor Rule commented that the executive session was to discuss legal matters and no action was taken.

### **Council Comments:**

Minutes Approved: November 17, 2021

Council Member O'Meara—commented to the council that there was a request from the Middleton Cemetery District for the city. Council Member O'Meara attended a Cemetery District meeting presenting a proposal from the MPR for a maintenance agreement. There has been staffing changes at the cemetery including a new sexton, Elizabeth Weaver. The Cemetery District is requesting that the city install a crosswalk near the cemetery for safety reasons. Mayor Rule responded that the city will wait for an official request from the Cemetery District on a crosswalk.

**Adjourn:** Mayor Rule adjourned the city council meeting at 7:50 PM.

ATTEST:	Steven J. Rule, Mayor
Rhonda Carpenter, Deputy Clerk	

# **EXHIBIT "A"**





FULL COLOR LOGO w/ TEXT ONLY LOGO VERSIONS

# Middleton



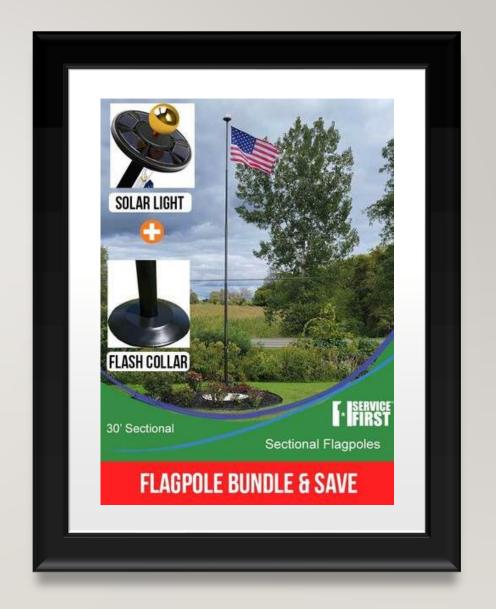
# **EXHIBIT "B"**

# FLAG-POLE INSTALLATION REQUEST

ANONYMOUS MIDDLETON AREA RESIDENT REQUEST PERMISSION

# 30' POLE WITH SOLAR LIGHT AND RAIN COLLAR

This pole adjusts up and down with push pins. The pole is designed to withstand winds up to 100 MPH. Made from 11 guage structural aluminum. The flag will of course be a 4x5 Old Glory. The solar light allows the flag to be kept in service at night.



# **BASE AREA**

The base area will be approx. 10-12' in a radius, with either decorative gravel or wood chips which ever council prefers. No vegetation. No brick or concrete ring, to allow easy maintenance. No weed eater needed. You can mow around the edge. The flag base itself is 18" wide and 18" deep with a gravel base and then concreted in the ground with a sleeve.





- I.Its Free
- 2. Its Patriotic
- 3.lts Free
- 4. Its Patriotic

We request your permission to place one pole (to start with) at Piccadilly park on the east side in the grass. This is somewhere between the farmers market area and Piccadilly Ave. Thank you.

# Questions? Concerns?

# EXHIBIT "C"

### **RESOLUTION 461-21**

A RESOLUTION OF THE MIDDLETON CITY COUNCIL, MIDDLETON, CANYON COUNTY, IDAHO, DIRECTING THE CITY CLERK TO UPDATE THE GENERAL FEE SCHEDULE FOR THE CITY OF MIDDLETON TO REFLECT THE TRAFFIC IMPACT FEES ADOPTED BY AMENDED AND RESTATED ORDINANCE NO. 591.

WHEREAS, Idaho Code §50-307 authorizes a municipality to collect fees pertaining to services offered/performed by the City; and,

WHEREAS, the City of Middleton maintains a document, the Middleton Fee Schedule, a current version of which is attached hereto as Exhibit A, that serves as a single source of information for all fees of the City of Middleton, however adopted; and,

WHEREAS, the City of Middleton, by Amended and Restate Ordinance No. 591, adopted on the 20<sup>th</sup> day of October, 2021, did codify and restate certain transportation impact fees, which fees are set forth in Exhibit B, attached hereto; and,

WHEREAS, said impact fees were duly adopted in compliance with all applicable Idaho law and statutes; and,

WHEREAS, the City desires to update the Middleton Fee Schedule to ensure that the public has easy access to the current fees of the City of Middleton, including the transportation impact fees; and,

WHEREAS, this resolution does not adopt any new or different fees, its purpose being only to direct the City Clerk to update said Middleton Fee Schedule.

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

Section 1: This Resolution is effective November 17, 2021.

<u>Section 2</u>: The City Clerk is directed to update the fee schedule to reflect revised fee amounts.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO THIS 17th day of November, 2021.

CITY OF MIDDLETOR

Steven I Pale Mayor

ATTEST:

ennica Reynolds, Deputy Clerk

RESOLUTION No. 461-21 - PAGE 1

# **Exhibit A Current Middleton Fee Schedule**



# City of Middleton

1103 W. Main St. Middleton ID 83644 208-585-3133, 208-585-9601 F

www.middleton.id.gov

**PUBLIC NOTICE** 

### **Fee Schedule**

Effective Nov 17, 2021 Resolution 461-21 Adopted Nov 17, 2021

### Current Fees

		Current Fees
Res. No	. ADMINISTRATIVE	FEE
348-14	Bulk Water Rate and Public Works Fill Station Truck Inspection	\$26 & 3.34/1000 gal
	Hydrant Meter rental	\$5.00/day & \$3.34/1000 gal
459-21	Bacteria Testing Fee - metered at bulk water rate	\$3.34/1000 gal
	Public Works water & sewer tap inspections	\$50
376-16	Digital information / map 2'x4'	\$38.50
376-16	Digital information / wall map 42"x8'	\$112
	Note: Idaho Code 50-345 allows a city to collect a fee from users of a computerized	
	mapping system, not exceeding the actual costs of development, maintenance and	
	dissemination of digital forms of the system.	
	Copies	
	Black and white (8"x11" or 11"x17")	\$0.10 per page
	Color (8"x11" or 11"x17")	\$0.50 per page
	Large Format Print 36" wide	\$5.00 plus \$0.20 per square foot
	CD	\$1.00 per disc
	Recording Transcripts	Actual cost plus 10%
446.07	Research for public records request	Staff hourly rate per Idaho Code
116-97	Non-Sufficient-Funds (NSF)	\$20
459-21	Credit Card Processing (non-utility accounts)	3.00%
459-21	Business Registration	\$25/annually
459-21 459-21	Vin Inspection	\$5 per vehicle
459-21	False Alarm	1st Free, 2nd \$50, 3rd \$100
	BUILDING	FEE
	Deposit	\$250
	Building Permit Fees	
	Building Permit	
		Value of improvements based on
446-20		Building Valuation Data 2018
327-12	Residental Building Plan Review and Inspection Fee	Attachment A
327-12		25% building permit
327-12	Commercial Building Plan Review and Inspection Fee Electrical Plan Review and Inspection Fee	65% building permit
327-12	Plumbing Plan Review and Inspection Fee	Attachment B
327-12	Mechanical Plan Review and Inspection Fee	Attachment C
411-18	Mechanical Manual J Res Check Review Fee	Attachment D
296-10	Permit after construction starts	\$60
250 10	Permit fee exemption - wheelchair access ramp to residence (permit required, fee	Double permit fee
327-12	exempt)	40
32, 12	Permit - extension request	\$0
	Public Works Residential Building Inspection Fee	\$25.00 per lot
	Public Works re-inspection	\$25 \$50
	Re-inspection (building, electrical, mechanical, plumbing)	\$75/hr per trip
	Re-review Plans	\$75/11 per trip \$47/hr
	On-Site Storage Container Permit	\$47/111
	BUILDING	FEE
	Impact Fees	FEE
350-15	City Parks-Residential only/equivalent dwelling unit (EDU)	\$1,726/EDU
	Transportation-Residential/equivalent dwelling unit (EDU)	See Attachment E
461-21	Transportation-Commercial/1000 ft2	See Attachment E
461-21	Transportation-Industiral/acre	See Attachment E
	1	See Attachmelit E

	BUILDING		FEE
	Impact Fees		
452-20	Middleton Rural Fire District		
	New Residential (per unit)		\$849/unit
	New Non-Residential (per square foot)		\$0.42/square foot
	City of Caldwell Fire Department/Caldwell Rural Fire District		70.12,0400.01001
	New Residential (per unit)		\$665/unit
	New Non-Residential (per square foot)		\$0.33/square foot
	Middleton Police Department		y 0.00, 040 a. c. 100 t
454-20	New Residential (per EDU)		\$304
	New Commercial (per square foot)		\$0.15
	New Industrial (per square foot		\$0.15
	Late Comers		<b>\$3.25</b>
	East Sewer Trunk Line		\$1,000
	Lakes @ Telaga Sewer Hookup, Meter Fee, Initial (see development agreement)		See development agmt
	Backlund Sewer Hookup, Initial (see development agreement)		See development agmt
	Blue Meadows Water Extention (See Latecomer's Agreement)		\$525.47
	Hartley Oversized Water Line, Initial (see development agreement)		See development agmt
	Rupp Water Line (Instrument #2011013958)		See development agmt
	CONNECTION		FEE
459-21	Sewer Connection*		FEE
	5/8" x 3/4" per Equivalent Dwelling Unit (Res 411-18)	\$	6,364.18
	1"	\$	7,931.70
	1 1/2"	\$	17,603.25
	2"	\$	
	3"	\$	30,804.90
	4"	\$	70,411.95 124,532.10
	* Fee is based on water meter size since at least 98% of water	Ş	124,532.10
	discharges through the sewer system.		
459-21	Water Connection** per Equivalent Dwelling Unit		
	5/8" x 3/4" (Res 411-18)	\$	3,866.99
	1"	\$ \$ \$ \$	9,899.40
	1 1/2"	\$	22,273.65
	2"	\$	39,595.50
	3"	\$	89,089.35
	4"	\$	158,384.10
	** Fee is based on "draft", i.e., the pipe diameter area available for flow, and not based		
	on the cost to install the device.		
	LIBRARY		FEE
327-12	Non-resident Library Card (annual)		\$30
327-12	Senior Citizen Library Card (62 and over)		\$15
327-12	Fines for overdue kits		\$0.25 per day per item
459-21	Fines for overdue electronic devices		\$5.00 per day
			Replacement cost + \$2.00 per
327-12	Lost or damaged items		item/damage
	LICENSE		FEE
	Alcohol beverage		
376-16	Sales for on-premise consumption - beer		\$200
376-16	Sales for on-premise consumption - wine		\$200
376-16	Sales for off-premise consumption - beer		\$50
376-16	Sales for off-premise consumption - wine		\$200
	·		7200

	PARK	FEE
	Pavillions and Shelters	
343-14	Deposit - refundable, no tax	\$50 \$50 first 4 hours, \$10.00 per addtl
343-14	Pavillions 40 x 60 (four hours)	hr \$50 first 4 hours, \$10.00 per additl
33-14	Shelters 24 x 30 (four hours)	hr
354-15	Multi-purpose room at Middleton Place Park restroom	
	Deposit - refundable, no tax	\$100
	·	\$25 per hour
		\$75 for four (4) hours
		\$150 per day
334-14	Cancellation within two (2) business days of reservation	\$10
334-14	City Resident Rental Discount	50%
	PERMIT	FEE
	Camper / RV 14-Day Parking Permit	\$83.25
	Catering Permit	·
	(On-premises designation, non refundable IC 23-934A)	\$20 per day not to exceed 5 days
	Fireworks Stand Permit	\$50
	Deposit - refundable	\$300
	Floodplain Development Permit with a building permit application	\$70.00 per structure or vacant lot
		in a platted subdivision
	Floodplain Development Permit with a development or design review application	\$3,000
	Infrastructure Construction Drawings Permit	
	Middleton Market Permit (Starting Jan. 1, 2019)	\$35
	Middleton Market Space Rental daily/seasonal - Memorial Day to Labor Day (Starting Jan.	
	1, 2019)	\$10/\$160
	Special Event Permit	\$160
	Special Event City Staff Services	\$45.00 per hour, per person
	Vendors, peddlers, solicitors, temporary merchants permit	\$35 annually
	Bond, cashier's check or letter of credit - individual	\$1,000
	Bond, cashier's check or letter of credit - business	\$1000 per EE, \$5000 max
	Background Check	\$40
	Work in Right-of-Way	
	Approach Permit (curb cut)	\$0.00
	Work in Right-of-Way - Refundable Deposit - single lot or area	\$2,000
450.04	Work in Right-of-Way - Refundable Deposit - multiple lots or areas	\$4,000
459-21	Work in Right-of-Way - Permit - Local Road	\$75/day
	Work in Right-of-Way - Permit -Collector or Arterial Road	\$75/day
	STORM WATER	FEE
327-12	Single Family Dwelling	\$1.45
327-12	Multi Family Dwelling	\$0.60 per unit per month
327-12 327-12	Commerial Industrial	\$8.01 per month
327-12 327-12		Measured rate
227-12	Minimum charge per user	\$1.45

	SUBDIVISION	FEE
	Extension request (plat)	\$200
	Preliminary plat permit application	1 - 49 lots \$4,000
	The state of the s	50 - 299 lots \$4,500
	Amended Preliminary Plat	300+ lots \$7,500
	Amended Freminiary Flat	\$1,000
	Construction drawing permit application	1 - 49 lots \$5,500
	osilos asating permit application	50 - 299 lots \$6,500
	Final plat	300+ lots \$11,500
	Re-review fee after the second review	\$1,000
459-21		\$1,000
459-21	part part and and an area	\$650 includes publication
455 21	TRASH	\$650 includes publication
	11/13/11	See Republic Services Fee Table
	TROLLEY STATION	FEE
	Deposit: Refundable - due at time of reservation	ret.
408-17	Deposit Meetings	\$100
408-17	Deposit Events	\$500
408-17	Rent: Due at time of reservation	\$500
408-17	Hourly Rate	ĆEO man havv
408-17	Whole Day (8 am - midnight)	\$50 per hour
408-17	Cancellation Fee (within 30 days of event)	\$320
400 17	UTILITY BILLING	\$30
	Deposit (Tenant)	FEE
320-12	After hours service fee	\$100
327-12	24-hour water service turn-on	\$30
320-12	Late payment fee	\$35
320-12	Delinquent payment fee	\$10
459-21	Water Base Rate	\$15
459-21	Water Use Rate	\$11.68
459-21	Wastewater Base Rate	\$1.92/1,000 Gallons
733-21	wastewater base nate	\$38.10/Month
459-21	Wastewater (Sewer) Use Rate	\$3.53/1000 gallons times the
	ZONING	monthly average Nov-March
	Administrative lot split / boundary line adjustment	\$500
459-21	Annexation and zoning	\$650 includes publication
	Appeal	\$320
459-21	Comprehensive Plan Amendment (with or without rezone/annex&zoning)	\$650 includes publication
459-21	De-annexation	\$650 includes publication
	ZONING	FEE
	Design review	
	P&Z Review up to and including 2,000 sq. ft.	\$375
	P&Z Review over 2,000 sq. ft.	\$750
	Staff Review	\$50
459-21	Development Agreement	\$1100 includes publication
459-22	Special use permit	\$550 includes publication costs
459-21	Rezone	\$650 includes publication
450.31	Infastructure Construction Agreement	\$800
459-21	Variance	\$550 includes publication costs

### **Important Points**

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

# Square Foot Construction Costs a.b. c

Group (2018 International Building Code)	IA	iB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	247.86	239.47	233.25	223.81	210.17	204.10	216.62	195.46	188.40
A-1 Assembly, theaters, without stage	227.10		212.49	203.05		183.34	195.86		
A-2 Assembly, nightclubs	191.96	186.56	182.12			160.39	168.64		144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96		180.12		1	159.39	167.64	147.29	143.33
A-3 Assembly, churches	229.69	221.30	215.08	205.64		187.27	198.45	177.66	170.60
A-3 Assembly, general, community halls, libraries, museums	192.20	183.81	176.59	168.15	153.51	148.44	160.96	138.80	132.75
A-4 Assembly, arenas	226.10	217.71	210.49	202.05	187.41	182.34	194.86	172.70	166.65
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
E Educational	209.90	202.64	196.82	188.34	175.49	166.60	181.86	153.45	148.75
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	335.53	328.23	321.81	312.65	296.45	N.P.	305.67	276.99	N.P.
I-2 Institutional, nursing homes	233.12	225.82	219.40	210.24	195.51	N.P.	203.26	176.05	N.P.
l-3 Institutional, restrained	227.71	220.41	213.99	204.83	190.84	183.78	197.85	171.37	163.02
-4 institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142,33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95,77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family <sup>d</sup>	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
3-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
3-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
Utility, miscellaneous	84.66	79.81	74.65	71.30	64.01	59.80	68.04	50.69	48.30

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$22.45 per sq. ft.



		Residential Co	mmercial			Residential	Commercial
Valuation	Permit Fee	25%	65%	Valuation	Permit Fee	25%	659
0-3,000	96.23	24.06	62.55	51-52,000	760.36	190.09	494.2
3-4,000	112.42	28.11	72.89	52-53,000	768.45	192.11	1
4-5,000	128.61	32.15	83.6	53-54,000		***************************************	499.4
5-6,000	144.79.	36.2	94.11	54-55,000	1	• .	504.7
6-7,000	160.97	40.24	104.63	55-56,000	784.64	196.16	510.0
7-8,000	177.16	44.29	115.15	56-57,000	792.73	198.18	515.27
8-9,000	193.34	48.34	125.67		800.82	200.2	520.53
0.10.000	200 F2	52.38	136.19	57-58,000	808.91	202.23	525.79
10-11,000	209.53	56.43		58-59,000	817	204.25	663.81
11-12,000	241.89		146.71	59-60,000	825.1		536.32
ē.	:	60.47	157.23	60-61,000	<b>833.19</b> .	208.3	541.57
12-13,000		64.52	167.75	I.	841.28	210.32	546.83
13-14,000	274.26	68.57	178.27	1	849.37	212.34	552.09
14-15,000	290.45	72.61	188.79	63-64,000	857.46	214.37	557.35
15-16,000	306.63	76.66	199.31	64-65,000	<u> </u>	216.39	562.61
16-17,000	322.81	80.7	209.83	65-66,000	<b>873.42</b> .	218.35	567,72
17-18,000	339	84.75	220.35	66-67,000	881.74	220.43	573.13
18-19,000	355.18	88.79	230.87	67-68,000	, 889.83 <sup>,</sup>	222.48	878.39
.9-20,000	371.37	92.84	241.39	68-69,000	897.92	224.48	583.65
0-21,000	384.08	96.02	249.65	69-70,000	906.02	226.5	588.91
1-22,000	403.73	100.93	262.42	70-71,000	914.11	228.53	594.17
2-23,000	419.92	104.98	272.95	71-72,000	922.2	230.55	599.43
3-24,000	436.1	109.03	283.47	72-73,000	930.29	232.57	604.69
4-25,000	452.86	<b>.113.22</b>	294.36	73-74,000	938.38	235	609.95
5-26,000	464.54	116.13	301.95	74-75,000	946.48	236.62	615.21
6-27,000	476.21	119.05		75-76,000	954.57	238.64	620.47
7-28,000	487.89	<sub>121.97</sub> H29	371.13:	76-77,000	962.66	240.66	625.73
3-29,000	499.57	124.89	324.72	77-78,000	970.75	242.69	630.99
9-30,000	511.24	127.81	332.31	/8-79,000 <sup>- f</sup>	978.84	244.71	636.25
-31,000	522.92	130,73	339.9 7	9-80,000	986.94	246.73 <sup>1</sup>	641.51
-32,000	534.59	133.65	347.48 8	0-81,000	995.03	248.76:	646.77:
-33,000	546.27	136.57	355.08 8	1-82,000	1003.12	250.78	652.03
-34,000	557.94	139.49.	336.61 8	2-83,000	1011.21	252.8	657.29
-35,000	569.62	142.4	370.25 8	3-84,000	1019.3	254.83	662.55
-36,000	581.29	145.32	377.84 8	4-85,000 ;	1027.4	256.85	667.81
-37,000	592.97	148.24	385.43 8	5-86,000	1035.49	258.87	673.07
-38,000	604.65	151.16	393.02 80	6-87,000	1043.58	260.89	678.33
39,000	616.32	154.08		7-88,000	1051.67	262.92	683.59
40,000	628	157		3-89,000	1059.76	264.94	688.84
41,000	639.67	159.92		-90,000	1067.86	266.96	
42,000	651.65	162.84		-91,000	1075.95	•	694,11
43,000	663.02			,_,	10/ 3.33	268.99	699.37

12/29/2020					F	ees - Dropbox		Attachme	ent A
	43-44,000		675	168.74	438.75	92-93,000	1092.13	273.03	709.88
	44-45,000		686.38	171.59	446.15	93-94,000	1100.22	275.06	715.14
	45-46,000		690.05	174.51	448.53	94-95,000	1108.32	277.08	720.41
	46-47,000		709.73	177.43	461.32	95-96,000	1116.4	279.1,	725.66
	47-48,000		721.4	180.35	468.91	96-97,000	1124.5	281.12	730.93
1	48-49,000	3	733.08	183.27	476.5	97-98,000	1132.59	283.15	736.18
	49-50,000		744.75	186.19	484.09	98-99,000	1140.68	285.17	741.44
Œ	50-51,000	•	752.27	188.07	488.98	99-100,000	1148.78	287.19	746.71





# CITY OF MIDDLETON

P.O. Box 487, Middleton, ID 83644
Phone: 208-585-3133, Fax: 208-585-9601
Inspection Line: 208-585-5805
BILLING@MIDDLETONCITY.COM

ELECTRICA	LT.	PEDI	MIT
LLECTRICA	٩I,	E CKI	VIII

BUILDING DEPARTMENT REVISED 5/10/2018

Permit #

Job address:			Owner/occupants name, address & phone number					
Lot/Block & Subdivision:								
Electrical Company name:								
Company phone number: Fax number	er:							
Company mailing address: City	Zip		License number or Homeowner					
Description of work: (Required to be filled out)			New ResidentialCommercial					
1 Electrical temporary construction services only: 200	\$65.00	\$	Remodel  2 New residential – single family dwelling: Up to \$130.00 \$					
AMP or less, one location			1,501 TO 2,500 SQFT  2,501 TO 3,500 SQFT  3,501 TO 4,500 SQFT  Over 4,500 SQFT use other installation  Additional Inspections charged at \$65.00 per hour					
3 New Residential - multifamily dwelling (contractors only) duplex apt 3 or more multifamily units \$130.00 plus \$65.00 per unit #BLDG	\$260.00 \$30.00 \$65.00X		4 Existing residential: \$65.00 basic fee plus \$10.00 seach additional branch circuit up to the maximum of the corresponding square footage of the residential building					
5 Modular, manufactured or mobile homes: Electrical - \$65.00 basic fee for each electrical connection plus \$10.00 for each additional circuit.	\$65.00 \$10.00X		6 Other Installations commercial/industrial work not specifically covered by any of the fee schedules. Fee based on the cost of labor, materials and equipment installed: INCLUDE COPY OF BID  Fair market value of labor, equipment and materials (even if donated): Cost up to 10,000: Multiply by 2% plus \$60,00  Cost between \$10,001-\$100,000 multiply by 1% plus \$260,00  Cost over \$100,001: Mims \$100,000 Multiply by .5% (.005) plus \$1,160.00  Electrical only other: For all owner-supplied factory assembled equipment installed. Inspection will be based on .05% of total cost of equipment or hourly rate of \$130.00 for 1 = hour & \$65.00 for each additional					
Electric residential spas – hot tubs- hydro massage tubs- wimming pools: \$65.00 grounding grid where applicable, ach additional trip will be charged the \$65.00 basic fee.	\$65.00 \$		8 Residential Electric central systems heating and/or cooling: When not part of a new residential permit, and no additional wiring: \$65.00					
Residential electrical pumps (Domestic water, irrigation, wage): Up o 25 Hp 5 TO 200 HP ver 200 HP	\$65.00 \$95.00 \$130.00		10 Electrically driven Irrigation machine: \$65.00 for center pivot plus \$10.00 per tower or driver \$10.00X_					
Electrical signs and outline lighting: \$65.00 for each gn. Outline lighting \$65.00 per occupancy	\$65.00 \$65.00X		12 Electrical temporary amusement – industry: \$65.00 \$65.00 basic fee plus \$10.00 for each ride, concession \$10.00X_					
Request inspection — re-Inspections- technical service: 5.00 minimum plus \$65.00 per hour or portion thereof in cess of one hour including travel to and from job location	\$65.00 \$65.00 HRX							
OTAL FEES	CHECK #		CASH MONEY ORDER					





# CITY OF MIDDLETON

P.O. Box 487, MIDDLETON, ID 83644
PHONE: 208-585-3133, FAX: 208-585-9601
INSPECTION LINE: 208-585-5805
BILLING@MIDDLETONCITY.COM

# PLUMBING PERMIT

BUILDING DEPARTMENT REVISED 7/21/2016

Job address:				Owner/occupants name, address & phone number					
Lot/Block & Subdivision:									
Plumbing Company name:									
Company phone number:	ax number:								
Company mailing address:	City	Zip		License number or Hor	meowner				
Description of work: (Required to be filled or	ut)				New Residential				
					Commercial Remodel				
1 New residential – single family dwelling:	Up to 1500	\$130.00	\$	2 New residential – single	family dwelling	\$260.00	S		
SQFT 1,501 to 2,500 SQFT		\$195.00		(contractors only) duplex  Three or more multifamily	apt	\$200.00	3		
2,501 to 3,500 SQFT		\$260.00 \$325.00		per unit #BLDG		\$130.00			
3,501 to 4,500 SQFT		\$		#Units		\$65.00			
Over 4,500 SQFT use other installation		3							
Additional inspections charged at \$65.00 per l 3 Existing Residential: \$65.00 basic fee plus	hour	041.00							
plumbing fixture or up to the maximum of the corresponding square footage of the residing b		\$65.00 \$10.00X		4 Modular, manufactured or mobile home: Plumbing-\$65.00 basic fee for sewer and water stub connection		\$65.00			
5 Other Installations commercial/industrial not specifically covered by any of the fee sch Fee based on the cost of labor, materials and exinstalled:	redules.			6 Plumbing Residential Se each or \$65.00 for combinat same time		Water \$50 Sewer \$50			
Cost of labor materials						Water & Sewer \$65			
Cost up to 20,000: Multiply by 3% plus \$60.00	)	\$ \$				33.113. 400			
Cost between \$20,001 - \$100,000: Minus \$20,0 multiply by 2% plus \$660.00	000								
Cost over \$100,001: Minus \$100,000 multiply plus \$2,260.00		\$							
7 Plumbing Lawn Sprinklers – Water Heate Water Conditioners: \$65.00 Basic fee per iten	n	\$65.00X		8 Plumbing Multipurpose I Sprinkler & Domestic Wat \$65.00 basic fee or \$4.00 pe whichever is greater	er Supply System:	\$65.00 \$4X			
9 Request Inspections — reinspections — techn service: \$65.00 minimum per hour or portion t excess of one hour including travel to and from location	hereof in	\$65.00 \$65.00 HRX		1					
TOTAL FEES		CHECI	K#	1	CASH MO	NEV OPDED			



Permit #



TOTAL FEES

# CITY OF MIDDLETON

MECHANICAL PERMIT

P. O. Box 487, MIDDLETON, ID 83644
PHONE: 208-585-3133, FAX: 208-585-9601
INSPECTION LINE: 208-585-5805
BILLING@MIDDLETONCITY.COM

BUILDING DEP	ARTMENT
REVISED	7/21/2016

Job address:			0	wner/occupants name, address	& phone number					
Lot/Block & Subdivision:					•					
Mechanical Company name:			1							
Company phone number: Fa	ax number:		-							
Company mailing address:	City	Zip	License number or Homeowner							
Description of work; (Required to be filled ou	ıt)				New ResidentialCommercial Remodel					
1 New residential – single family dwelling:	Up to 1500	\$130.00	\$	2 New residential – single		\$260.00	Te			
SQFT  1,501 to 2,500 SQFT  2,501 to 3,500 SQFT  3,501 to 4,500 SQFT  Over 4,500 SQFT use other installation		\$195.00 \$260.00 \$325.00 \$		(contractors only) duplex Three or more multifamily per unit #BLDG  #Units	apt	\$130.00 \$65.00	\$			
Additional inspections charged at \$65.00 per h 3 Existing Residential: \$65.00 basic fee plus	our	\$65,00								
each HVAC equipment or up to the maximum corresponding square footage of the residential HVAC Only: Fireplace installation - \$130 (his two inspections) Hydronic Flooring: \$65 basic \$10.00 for each additional manifold (zone)	of the building	\$130.00X \$130.00 \$65.00 \$10.00X		4 Modular, manufactured HVAC-\$65.00 basic fee ph fireplace, piece of equipment square footage	18 \$10.00 each duct	\$65.00 \$10.00X				
5 Other Installations commercial/industrial- not specifically covered by any of the fee sche Fee based on the cost of labor, materials and eq installed:	edules.			6 HVAC Gas Line: \$65 bas	sic fee	\$65.00				
Cost of labor materials		s								
Cost up to 20,000: Multiply by 3% plus \$60.00		s								
Cost between \$20,001 - \$100,000: Minus \$20,00 multiply by 2% plus \$660.00	00	s								
Cost over \$100,001: Minus \$100,000 multiply by plus \$2 260.00	1									
7 Request inspections — reinspections — technicservice: \$65.00 minimum plus \$65.00 per hour or portion in excess of one hour including travel to and from	thereof	\$65.00 \$65.00 HRX								

CASH

MONEY ORDER

CHECK#

# Attachment E New Transportation Impact Fees

Land Use Type	ITE Land	Peak Hour	Trip Gen Unit-Type	Network	New	Average	VMT Cost	Traffic
	Use	Trip		Adjustment Factor	Trip	Trip	(per mile)	Impact Fee
	Code	Gen		ractor	Factor (Pass-	Length		per Unit
	Code	Rate			By)	(miles) (See		
		nate			Буј	Note 2)		
Single Family Housing	210	0.495	Per dwelling unit (PDU)	0.317	1.00	11.2	\$2,883	\$5050
Multifamily Housing, Low-Rise	220	0.28	PDU	0.317	1.00	11.2	\$2,883	\$2857
Multifamily Housing, Mid-Rise	221	0.22	PDU	0.317	1.00	11.2	\$2,883	\$2245
Mobile Home	240	0.23	PDU	0.317	1.00	11.2	\$2,883	\$2347
Accessory Dwelling Unit	See Note 1	0.155	PDU	0.317	1.00	11.2	\$2,883	\$1581
Senior Adult Housing-Attached	252	0.13	PDU	0.317	1.00	11.2	\$2,883	\$1326
Senior Adult Housing-Detached	251	0.15	PDU	0.317	1.00	11.2	\$2,883	\$1530
Assisted Living	254	0.13	Per bed	0.317	1.00	11.2	\$2,883	\$1326
Hotel	310	0.3	Per room	0.317	1.00	11.2	\$2,883	\$3061
Motel	320	0.19	Per room	0.317	1.00	11.2	\$2,883	\$1939
Automobile Car Center/Repair	942	1.555	Per 1000 SF	0.317	0.72	2.8	\$2,883	\$2856
Automobile Parts Sales	843	2.455	Per 1000 SF	0.317	0.57	2.8	\$2,883	\$3569
Bank (No Drive-Thru)	911	6.065	Per 1000 SF	0.317	0.65	2.8	\$2,883	\$10056
Bank (With Drive-Thru)	912	10.225	Per 1000 SF	0.317	0.65	2.8	\$2,883	\$16953
<b>Building Materials and Lumber</b>	812	1.03	Per 1000 SF	0.317	1.00	11.2	\$2,883	\$10509
Church	560	0.245	Per 1000 SF	0.317	1.00	5.6	\$2,883	\$1250
Coffee/Donut Shop No Drive- Thru	936	18.155	Per 1000 SF	0.317	0.50	2.8	\$2,883	\$23154
Coffee/Donut Shop with Drive- Thru	937	21.69	Per 1000 SF	0.317	0.50	2.8	\$2,883	\$27663
Coffee shop with Drive-Thru No Indoor Seats	938	41.665	Per 1000 SF	0.317	0.11	2.8	\$2,883	\$11690
Convenience Market (24hrs, No Gas)	851	24.555	Per 1000 SF	0.317	0.49	2.8	\$2,883	\$30690
Day Care	565	5.56	Per 1000 SF	0.317	1.00	2.8	\$2,883	\$14182
Discount Club	857	2.09	Per 1000 SF	0.317	0.63	8.4	\$2,883	\$10076
High-Cube Transload and Short- Term Storage Warehouse	154	0.05	Per 1000 SF	0.317	1.00	11.2	\$2,883	\$510
Drinking Place/Bar	925	5.68	Per 1000 SF	0.317	0.57	2.8	\$2,883	\$8258
Free-standing Discount Store	815	2.415	Per 1000 SF	0.317	0.83	8.4	\$2,883	\$15339
Free Standing Discount Superstore	813	2.165	Per 1000 SF	0.317	0.83	8.4	\$2,883	\$13751
Furniture Store	890	0.26	Per 1000 SF	0.317	0.47	8.4	\$2,883	\$935
Hardware/Paint Store	816	1.34	Per 1000 SF	0.317	0.74	8.4	\$2,883	\$7588
Home Improvement Superstore	862	1.165	Per 1000 SF	0.317	0.58	8.4	\$2,883	\$5171
Hospital	610	0.485	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$3711
Light Industrial	110	0.315	Per 1000 SF	0.317	1.00	11.2	\$2,883	\$3214
Manufacturing	140	0.335	Per 1000 SF	0.317	1.00	11.2	\$2,883	\$3418
Mini-Warehouse (Self Storage)	See Note 1	0.052	Per 1000 SF	0.317	1.00	5.6	\$2,883	\$265
Automobile Sales, New	840	1.215	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$9297
Automobile Sales, Used	841	1.875	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$14348
Pharmacy/Drug Store (No Drive- Thru)	880	4.255		0.317	0.47	2.8	\$2,883	\$5101

Pharmacy/Drug Store (With Drive-Thru)	881	5.145	Per 1000 SF	0.317	0.51	2.8	\$2,883	\$6693
Restaurant-Fast Food (No Drive- Thru)	933	14.17	Per 1000 SF	0.317	0.57	2.8	\$2,883	\$20602
Restaurant – Fast Food (With Drive-Thru)	934	16.335	Per 1000 SF	0.317	0.50	2.8	\$2,883	\$20883
Restaurant- High Turnover	932	4.885	Per 1000 SF	0.317	0.57	2.8	\$2,883	\$7102
Shopping Center	820	1.905	Per 1000 SF	0.317	0.66	5.6	\$2,883	\$6414
Supermarket (Free Standing	850	4.62	Per 1000 SF	0.317	0.64	2.8	\$2,883	\$7542
Tire Store	848	1.99	Per 1000 SF	0.317	0.72	8.4	\$2,883	\$10964
Variety Story (Dollars Store)	814	3.42	Per 1000 SF	0.317	0.66	8.4	\$2,883	\$17273
Warehousing	150	0.095	Per 1000 SF	0.317	1.00	11.2	\$2,883	\$969
Gas Station with Conv Mkt (Fueling position)	945	6.995	Per fueling position	0.317	0.44	2.8	\$2,883	\$7851
Gas station (fueling Position)	944	7.015	Per fueling position	0.317	0.58	2.8	\$2,883	\$10378
Golf Course (Hole)	430	1.455	Per hole	0.317	1.00	11.2	\$2,883	\$14845
Movie Theater	444	0.045	Per seat	0.317	1.00	8.4	\$2,883	\$344
Public Park	411	0.055	Per acre	0.317	1.00	5.6	\$2,883	\$281
Quick Lubrication	941	2.425	Per servicing positions	0.317	0.58	2.8	\$2,883	\$3588
Self-Service Car Wash	947	2.77	Per stall	0.317	0.58	2.8	\$2,883	\$6098
Sup Conv Mkt/Gas Station >3000 sf and >10 FP	960	11.48	Per fueling position	0.317	0.44	2.8	\$2,883	\$12884
Dental/Vision	See Note 1	1.315	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$10063
General Office	710	0.575	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$4400
Medical	720	1.73	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$13238

**Exhibit B New Transportation Impact Fees** 

Land Use Type	ITE Land	Peak Hour	Trip Gen Unit-Type	Network Adjustment	New Trip	Average Trip	VMT Cost	Traffic
	Use	Trip		Factor	Factor	Length	(per mile)	Impact Fe
	Code	Gen		ractor	(Pass-	(miles)		peronic
		Rate			By)	(See		
					",	Note 2)		
Single Family Housing	210	0.495	Per dwelling unit (PDU)	0.317	1.00	11.2	\$2,883	\$5050
Multifamily Housing, Low-Rise	220	0.28	PDU	0.317	1.00	11.2	\$2,883	\$2857
Multifamily Housing, Mid-Rise	221	0.22	PDU	0.317	1.00	11.2	\$2,883	\$2245
Mobile Home	240	0.23	PDU	0.317	1.00	11.2	\$2,883	\$2347
Accessory Dwelling Unit	See Note 1	0.155	PDU	0.317	1.00	11.2	\$2,883	\$1581
Senior Adult Housing-Attached	252	0.13	PDU	0.317	1.00	11.2	\$2,883	\$1326
Senior Adult Housing-Detached	251	0.15	PDU	0.317	1.00	11.2	\$2,883	\$1530
Assisted Living	254	0.13	Per bed	0.317	1.00	11.2	\$2,883	\$1326
Hotel	310	0.3	Per room	0.317	1.00	11.2	\$2,883	\$3061
Motel	320	0.19	Per room	0.317	1.00	11.2	\$2,883	\$1939
Automobile Car Center/Repair	942	1.555	Per 1000 SF	0.317	0.72	2.8	\$2,883	\$2856
Automobile Parts Sales	843	2.455	Per 1000 SF	0.317	0.57	2.8	\$2,883	\$3569
Bank (No Drive-Thru)	911	6.065	Per 1000 SF	0.317	0.65	2.8	\$2,883	\$10056
Bank (With Drive-Thru)	912	10.225	Per 1000 SF	0.317	0.65	2.8	\$2,883	\$16953
Building Materials and Lumber	812	1.03	Per 1000 SF	0.317	1.00	11.2	\$2,883	\$10509
Church	560	0.245	Per 1000 SF	0.317	1.00	5.6	\$2,883	\$1250
Coffee/Donut Shop No Drive- Thru	936	18.155	Per 1000 SF	0.317	0.50	2.8	\$2,883	\$23154
Coffee/Donut Shop with Drive- Thru	937	21.69	Per 1000 SF	0.317	0.50	2.8	\$2,883	\$27663
Coffee shop with Drive-Thru No Indoor Seats	938	41.665	Per 1000 SF	0.317	0.11	2.8	\$2,883	\$11690
Convenience Market (24hrs, No Gas)	851	24.555	Per 1000 SF	0.317	0.49	2.8	\$2,883	\$30690
Day Care	565	5.56	Per 1000 SF	0.317	1.00	2.8	\$2,883	\$14182
Discount Club	857	2.09	Per 1000 SF	0.317	0.63	8.4	\$2,883	\$10076
High-Cube Transload and Short- Term Storage Warehouse	154	0.05	Per 1000 SF	0.317	1.00	11.2	\$2,883	\$510
Drinking Place/Bar	925	5.68	Per 1000 SF	0.317	0.57	2.8	\$2,883	\$8258
Free-standing Discount Store	815	2.415	Per 1000 SF	0.317	0.83	8.4	\$2,883	\$15339
Free Standing Discount Superstore	813	2.165	Per 1000 SF	0.317	0.83	8.4	\$2,883	\$13751
Furniture Store	890	0.26	Per 1000 SF	0.317	0.47	8.4	\$2,883	\$935
Hardware/Paint Store	816	1.34		0.317	0.74	8.4	\$2,883	\$7588
Home Improvement Superstore	862	1.165		0.317	0.58	8.4	\$2,883	\$5171
Hospital	610	0.485	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$3711
ight Industrial	110	0.315		0.317	1.00	11.2	\$2,883	\$3214
Manufacturing	140	0.335		0.317	1.00	11.2	\$2,883	\$3418
Mini-Warehouse (Self Storage)	See Note 1	0.052		0.317	1.00	5.6	\$2,883	\$265
Automobile Sales, New	840	1.215	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$9297
Automobile Sales, Used	841	1.875			1.00	8.4	\$2,883	\$14348
Pharmacy/Drug Store (No Drive- Thru)	880	4.255			0.47		\$2,883	\$5101

Pharmacy/Drug Store (With Drive-Thru)	881	5.145	Per 1000 SF	0.317	0.51	2.8	\$2,883	\$6693
Restaurant-Fast Food (No Drive- Thru)	933	14.17	Per 1000 SF	0.317	0.57	2.8	\$2,883	\$20602
Restaurant – Fast Food (With Drive-Thru)	934	16.335	Per 1000 SF	0.317	0.50	2.8	\$2,883	\$20883
Restaurant- High Turnover	932	4.885	Per 1000 SF	0.317	0.57	2.8	\$2,883	\$7102
Shopping Center	820	1.905	Per 1000 SF	0.317	0.66	5.6	\$2,883	\$6414
Supermarket (Free Standing	850	4.62	Per 1000 SF	0.317	0.64	2.8	\$2,883	\$7542
Tire Store	848	1.99	Per 1000 SF	0.317	0.72	8.4	\$2,883	\$10964
Variety Story (Dollars Store)	814	3.42	Per 1000 SF	0.317	0.66	8.4	\$2,883	\$17273
Warehousing	150	0.095	Per 1000 SF	0.317	1.00	11.2	\$2,883	\$969
Gas Station with Conv Mkt (Fueling position)	945	6.995	Per fueling position	0.317	0.44	2.8	\$2,883	\$7851
Gas station (fueling Position)	944	7.015	Per fueling position	0.317	0.58	2.8	\$2,883	\$10378
Golf Course (Hole)	430	1.455	Per hole	0.317	1.00	11.2	\$2,883	\$14845
Movie Theater	444	0.045	Per seat	0.317	1.00	8.4	\$2,883	\$344
Public Park	411	0.055	Per acre	0.317	1.00	5.6	\$2,883	\$281
Quick Lubrication	941	2.425	Per servicing positions	0.317	0.58	2.8	\$2,883	\$3588
Self-Service Car Wash	947	2.77	Per stall	0.317	0.58	2.8	\$2,883	\$6098
Sup Conv Mkt/Gas Station >3000 sf and >10 FP	960	11.48	Per fueling position	0.317	0.44	2.8	\$2,883	\$12884
Dental/Vision	See Note 1	1.315	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$10063
General Office	710	0.575	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$4400
Medical	720	1.73	Per 1000 SF	0.317	1.00	8.4	\$2,883	\$13238

# **EXHIBIT "D"**

STATE OF IDAHO
COUNTY OF CANYON

ss.

I, Chris Yamamoto, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates therein named and/or the questions as they appeared on the election ballot on November 2, 2021 for Middleton Municipal as shown by the record of the Board of Canvassers filed in my office this 5 day of November, 2021.

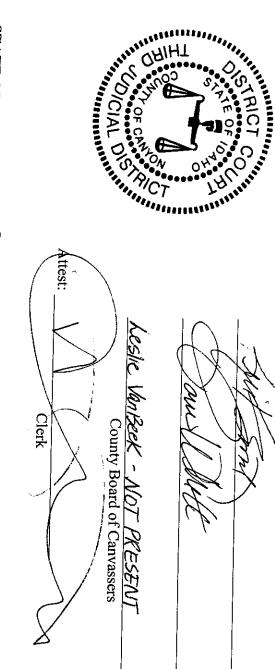
County Clerk

(County Seal)

Chris Jamamots

MIDDLETON CITY COUNCIL DISTRICT NO. 004 4 YEAR TERM				VOTING STATISTICS				
Precinct	Jeff Garner	Rob Kiser	David Murray	Total Number of Registered Voters at Cutoff	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
							West Sensor	
40 - 11 L-H	102	117	124	1,638	12	1,650	218	13.2%
40 - 11 L-H-C2	69	103	92	975	10	985	164	16.6%
41 - 11 L-H	40	50	47	946	4	950	82	8.6%
41 - 11 L-H-C2	84	95	96	1,252	13	1,265	184	
42 - 11 L-H-C1	24	28	24	207	5	212	47	14.5%
42 - 11 L-H-C2	3	2	$\frac{1}{3}$	14	0 -	14	···	22.2%
CO. TOTAL	322	395	386	5,032	44	5,076	699	28.6% 13.8%

state that the attached is a true and complete abstract of all votes cast within this county at the Consolidated Election held November 2, 2021 as shown by the records now on file in the County Clerk's office. We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers, do hereby



COUNTY OF CANYON STATE OF IDAHO

complete copy of the abstract of votes for the General Election, as shown by the record of the Board of I, Chris Yamamoto, County Clerk of said county and state, do hereby certify that the attached is a full, true and Canvassers filed in my office this \_\_\_\_5 \_day of\_ November

This Hamanots

County Clerk

### ADMINISTRATION SPECIAL COMMUNITY EVENTS

**REV 8/17** 



### CITY OF MIDDLETON

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

WWW.MIDDLETONIDAHO.US 11-23-2021

APPLICATION/AGREEMENT/PERMIT RECEIVED C

Middleton City Code Section 3-2 Special Events.	VI C	
I. General Information:	20	
Event Name: Middleton Christ	,	
Event Dates(s) / Time(s): December 11th	1	
Event Location: Man, Dewey, 1St		
II. Applicant / Sponsoring Organization Information:		
Applicant Name: Middleton Chan	ber Com	merce
Sponsoring organization Name: Same		
Are you a non-profit corporation? Yes no, if yes, 501c(3)	or 501c(6)	
Address: PO Rox 434		
City:StateStateStateStateState	Zip: 536	. 44
Phone: ; Cell Phone:		
Fax:; Email:		
On-Site/Emergency Contact Name:		·
Address: 3 W Main St.		
City: State 10	Zip:	14
Cell Phone: ; Email: 50	ne	·
III. Brief Description and Purpose of Event: middlet  Middleton Chist	on Charles	ade

### ADMINISTRATION



### CITY OF MIDDLETON

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

SPECIAL COMMUNITY EVENTS APPLICATION/AGREEMENT/PERMIT

**REV 8/17** 

IV. St	reet Closure Request:
	y street(s) or lanes of streets requiring temporary street closure for the event. Include street
	s) indicating beginning and end points of the closing, date and time of closing and reopening:
1	Huy 44 Milepost 4 to 5
2	Dervey to 1st
3	12, 12 /4
	rmanent alteration to the street will be permitted.
	Permit from Idaho Transportation Department or Canyon County Highway District #4 may be
	ed, depending on location.
	e Plan. A Site Plan must be attached that identifies the following, if applicable:
	outline of the entire event venue including the names of streets or areas that are part of the
	. If the event involves a moving route such as a parade, indicate the direction of travel and all
	s or lane closures.
	ation of any fencing, barriers and/or barricades. Must be removable for emergency access.  ation and identification of all temporary structures, portable toilets, booths, trash containers/
	sters, cooking areas, identification of location of all vendor cooking with flammable gases or
	que grills, waste grease containers, gray water containers, hand washing stations, etc.
	ration of first aid facilities and ambulances.
	king, placement of vehicles and/or trailers.
	eation of generators and/or sources of electricity.
	t locations for OUTDOOR events within fencing, tents, other temporary structures.
	ework launch location.
Infor	nation:
l.	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
10.	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:
*.3	
VI.	TEMPORARY STRUCTURES. Will there be any temporary structures on the event site?  Yes No

### ADMINISTRATION



### CITY OF MIDDLETON

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

## 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 applic inspection fee. Inspection / permit may be required for a tent District.	cant is obligated to pay any
VII.	Does the event involve use of fireworks, rockets, pyrotechnics Where and when?	? Yes No
	Inspection / permit by Middleton Rural Fire District may be rec	quired.
VIII.	Will portable toilets for the public be provided?	Yes No
IX.	Will electrical hookup for the event be required?  Electrical inspection / permit may be required.	Yes No Yes No
X.	Will a generator(s) be used?	Yes No Yes No
XI.	Will access to water be required for the event?	YesNo
XII.	Will signs and/or banners be displayed as part of the event? A sign permit may be needed from the City of Middleton.	Yes No
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 w	sill parking be accommodated for this event for all patrons, vendon Side Streets Middle	ors, service providers, and event
XVI.	REFUSE / GARBAGE:	
How w	ill garbage be contained and removed during and after the even	t?
	NA	
	1	
Applica	int will be responsible for the costs (time and material) any any r	rubbish or garbage removal by

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

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.

event.

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

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 (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.

Acceptance (Applicant / Organization / Permittee) shall reimburse the City of Middleton for all costs and expenses that may be incurred by or on behalf of the

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.

×



### 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
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. Chanke luncheous
<u>Capacity</u> . The maximum capacity of the Trolley Station is <u>100.</u> 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 nonth 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.



<u>Decorations</u> . 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, oi
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
peginning of this agreement, including cleaning the facility and collecting, bagging and removing trash
rom the facility after the Renter's activity or event. The Renter agrees to pay the costs of cleaning or
epairing any damage to fixtures, furniture or furnishings, walls, windows, ceiling, doors, flooring,
citchen, 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



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. <u>Utilities, Kitchen, and Restrooms</u>. 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,

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

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

facility, including light fixtures, without prior written consent from the Facility Owner.

<u>Liability</u>. 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

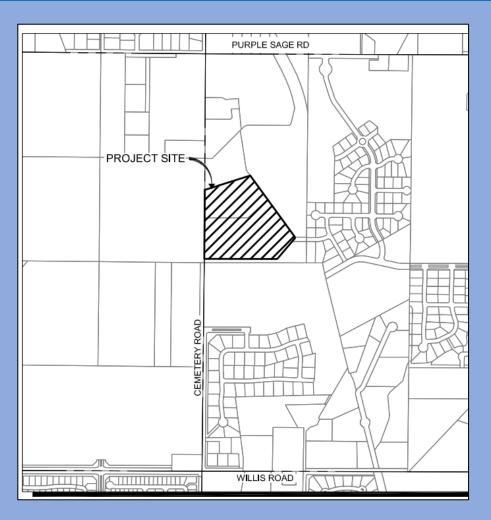


any claim, demand, loss, cost or damage that may arise in connection with the Renter's rental of Trolley Station. The Facility Owner does not represent or warranty that the property is fit for any particular purpose, and does not assume any liability or responsibility for any personal property placed 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: RENTER: Signature Signature Printed Name Printed Nam Phone NumL\_. Office Use Only: Deposit Paid: Deposit Check # Cash Copy of Driver's License Rcvd: (Initials) \_\_\_\_ Rental Fee + Tax Paid: Receipt #: \_\_\_\_



# Willow Wood Estates Subdivision

**Annexation / Preliminary Plat / Development Agreement Applications** 



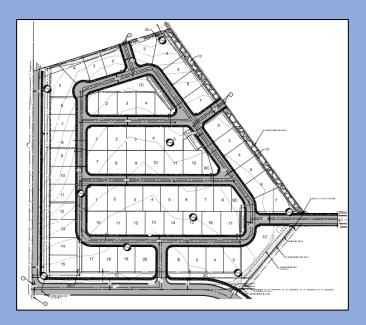


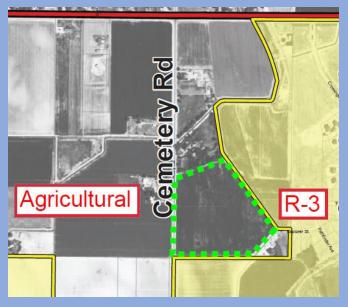
**Project Description:** Residential subdivision with 62 buildable lots and 10 common lots on 21 acres of vacant land located at 0 Cemetery Road (Tax Parcels Nos. R37579011 and R3757901). The amenities include two large common lots with greenspace, tot lot, seating areas, and pathways.

**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.







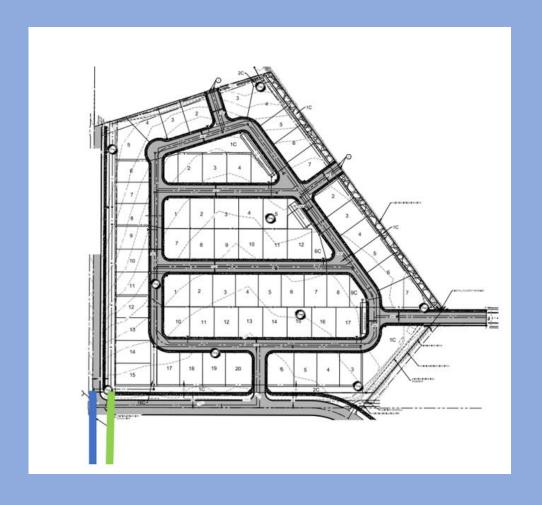
**City Services:** City water and sewer are located immediately west and south of the project and are easily accessible to the project.

Planning Staff finds that City services are nearby and available.



City Sewer



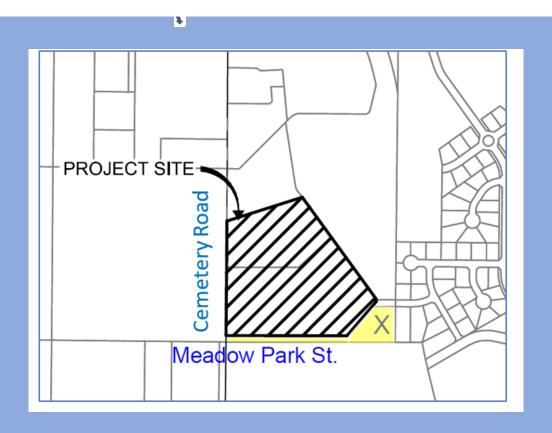


### **Traffic, Access & Streets:**

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.

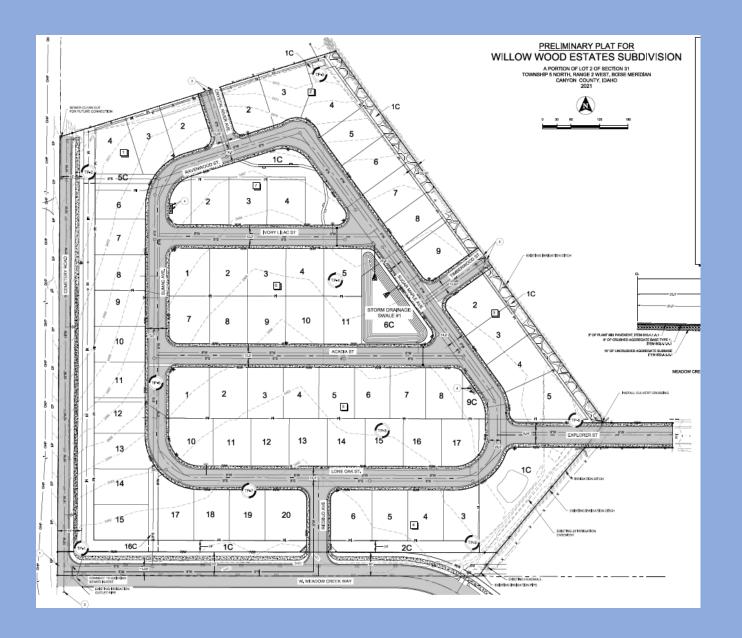
Additionally, applicant is requesting a waiver to complete the portions of Cemetery Road fronting Phase 2 along with Phase 2 improvements. Planning Staff recommends this waiver due to difficulty with sewer improvements in Phase 2. Applicant completed a Traffic Study which is currently being updated. 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.

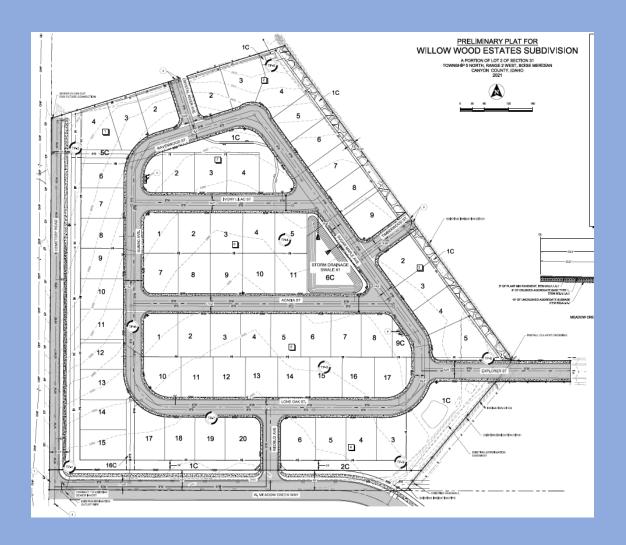


Preliminary Plat: The preliminary plat shows two phases for development, and it complies with all Middleton codes and standards. The only exception from code is applicant's request to lower the code required turning radius of 125' to 90'. Both City Engineer and the Middleton Rural Fire Department have agreed that the 90' radius is an adequate and permissible turning radius. Waivers to code are allowed as a condition to preliminary plat approval per MCC 1-15-2.

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

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).

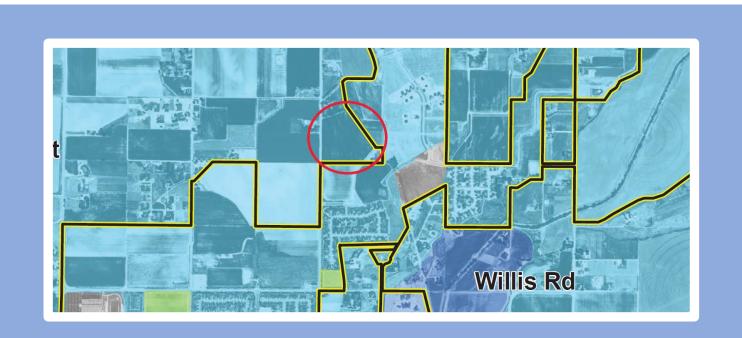


**Comprehensive Plan & Land Use Map:** Applicant's project complies with the Comprehensive Plan Future Land Use Map because the project parcel is designated "Residential" on the FLUM, which matches the residential use planned for the site.

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 2<sup>nd</sup> 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 8<sup>th</sup> 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:			
<ul> <li>Newspaper Notification</li> </ul>	11/14/2021		
<ul> <li>Radius notification mailed to Adjacent landowners within 300'</li> </ul>	11/12/2021		
<ul><li>Circulation to Agencies</li></ul>	11/10/2021		
<ul><li>Sign Posting property</li></ul>	11/12/2021		
<ul> <li>Neighborhood Meeting</li> </ul>	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 aplications 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:

- 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.
- 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.

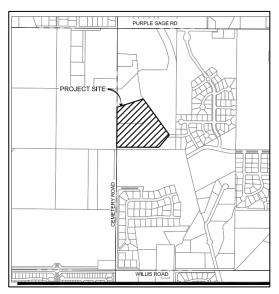
Finally, if the Council denies the applications, then pursuant to Middleton City Code 1-14(E)(8), the Council must state on the record what Applicant can do, if anything, to gain approval of the application(s).

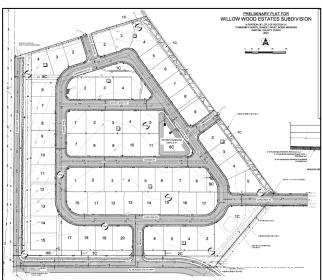




# STAFF REVIEW AND REPORT Middleton City Council

### 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%
	Two large common lots with green space,
Amenities	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.

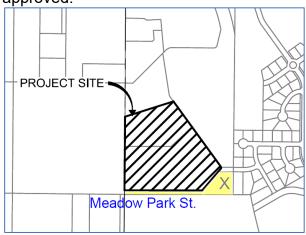
**E. City Services:** City water and sewer are located immediately west and south of the project and easily accessible to the project.



### 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.

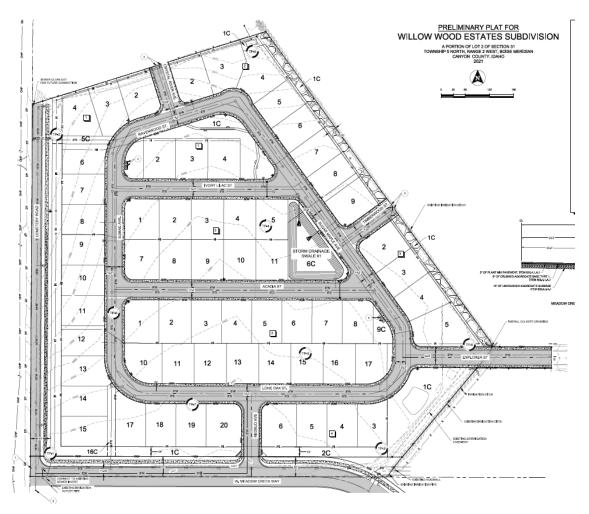
As to a zone change request, the Council must make two findings before approving such a request: (1) the rezone will not adversely affect the City's delivery of services and (2) the rezone request is in harmony with the Comprehensive Plan.

### 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 6<sup>th</sup>.



[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, ISPWC, Supplement to ISPWC, and Idaho State Code except for the waiver noted above.

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

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

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

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

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

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

- N. Comments Received from Surrounding Landowners: None.
- O. Comments from Agencies: Comments from Black Canyon Irrigation District were received on November 2, 2021 and November 19, 2021. Black Canyon merely reminded applicant of piping requirements. Comments from COMPASS were received on November 5<sup>th</sup>. The agency noted informational items, including viability of public transportation for the site. On November 8<sup>th</sup>, 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.

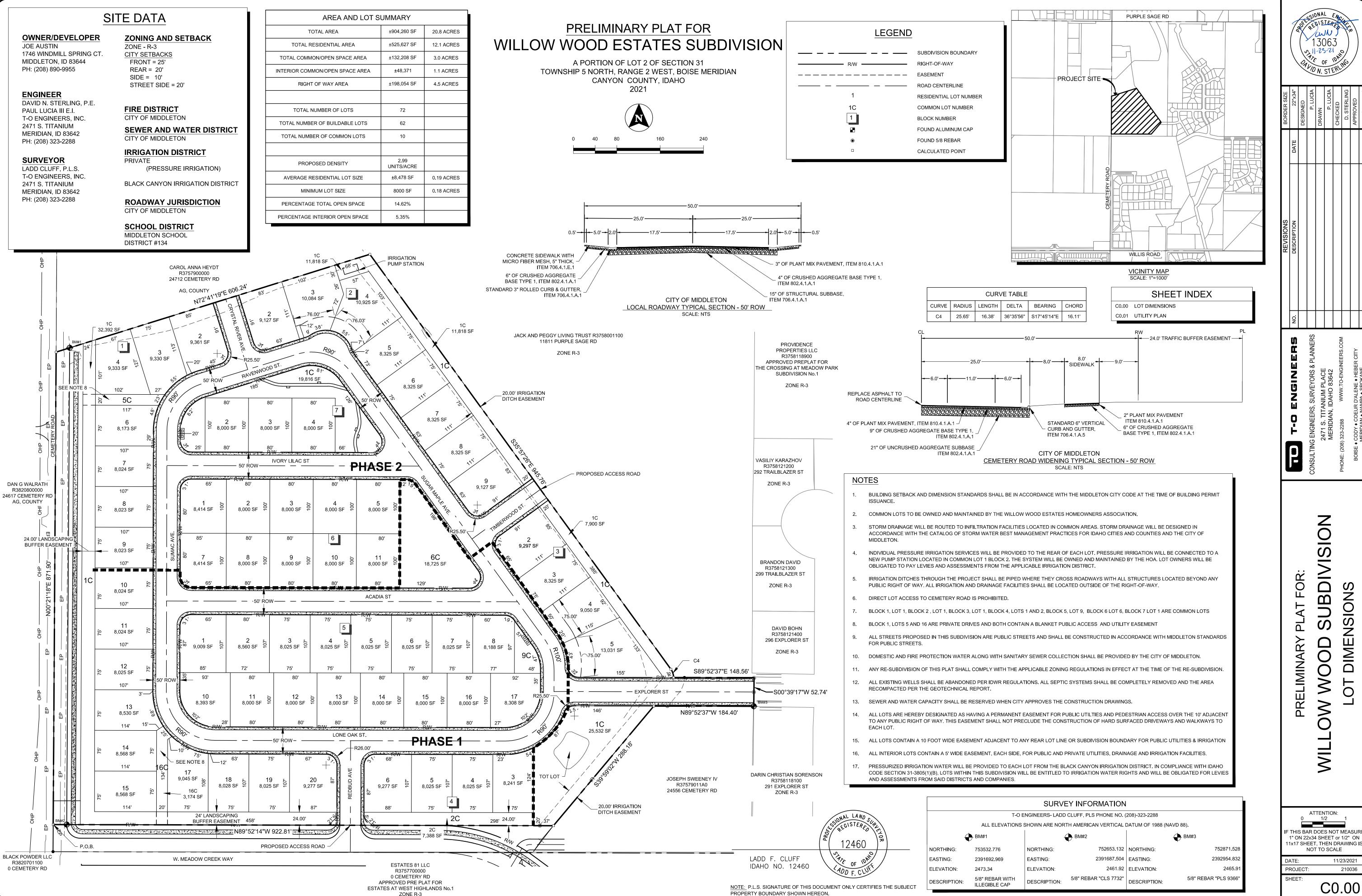
Finally, if the Commission recommends denial of the preliminary plat application, then pursuant to Middleton City Code 1-14(E)(8), the Commission must state on the record what Applicant can do, if anything, to gain approval of the application(s).

Prepared by Middleton Planner, Roberta Stewart

Dated: 11/24/2021

## **EXHIBIT "A"**

# Preliminary Plat under review



ZONE R-3

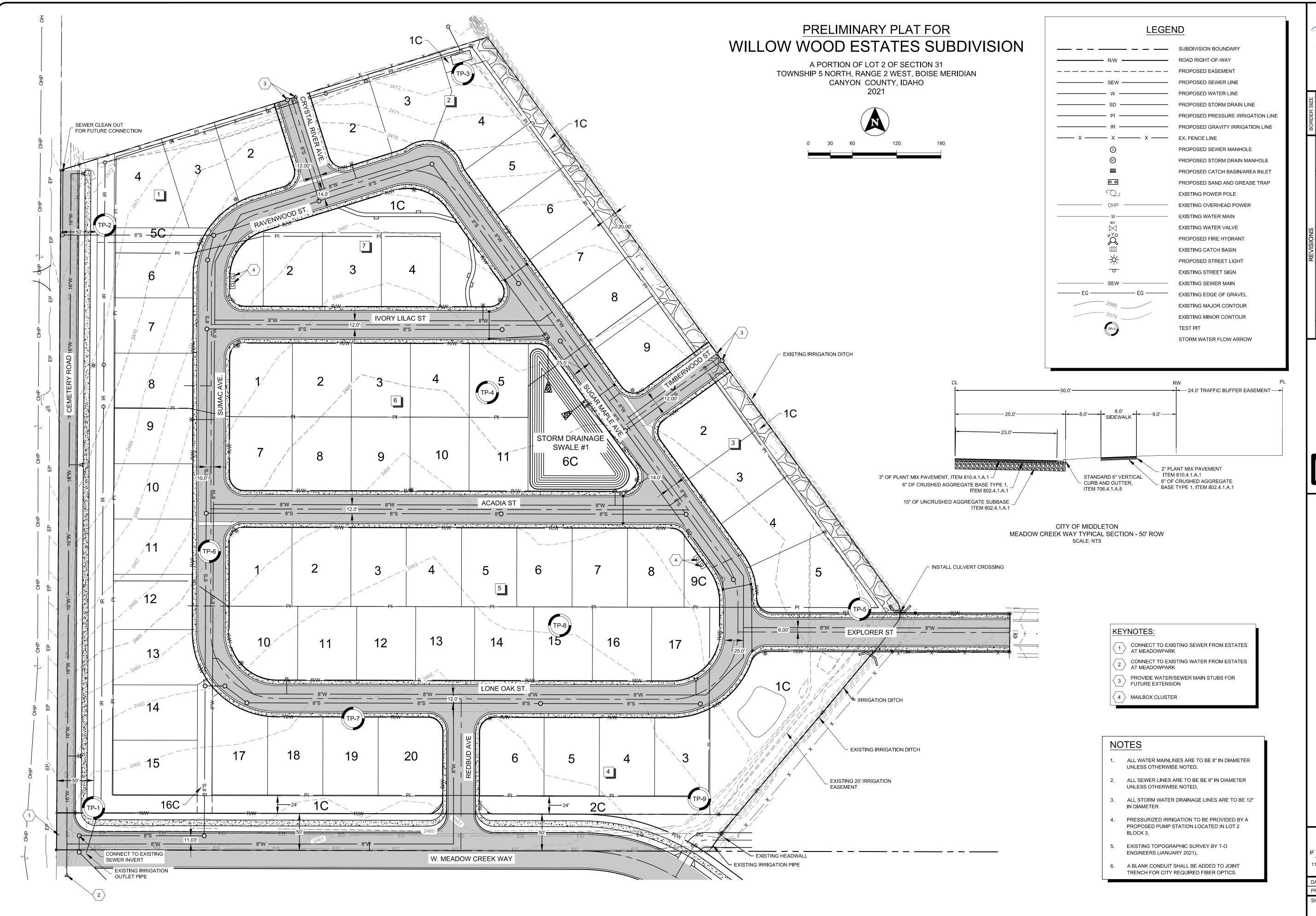
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D. STERLING
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CONSULTING ENGINEERS
2471 S. TIT,
MERIDIAN,
PHONE: (208) 323-2288

VELIMINARY PLATFOR:

V WOOD SUBDIVISION

UTILITY PLAN

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PROJECT: 210036
SHEET:

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## **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 -	
Page 1	

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	3.2 Pi	roporti	ionat	e Sh	are	Fees	: De	veloper	shall	pay	City	required	tra	ıffic
proporti	onate	share	fees	in th	e a	mount	t of _							
dollars	(\$		)	prior	to	final	plat	approva	al for	Phas	e 1.	Payment	of	the
proporti	onate	share f	ees w	ill be	a co	onditio	on of	approva	l for Pl	nase 1	final	plat.		

Development Agreement – _	
Page 2	

- 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 –	
Page 3	

- 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 – \_\_\_\_\_ Page 4

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.

Development Agreement -	
Page 5	

the application thereof to any party or circ	nitment or restriction of this Agreement or umstance shall to any extent be held invalid instrument shall remain in full force and
5.9 Time is of the essence for Agreement.	r performance of each obligation in this
IN WITNESS WHEREOF, the parties have executed, on the day and year first above to	re hereunto caused this Agreement to be written.
Dated this day of rezoning of the Property.	_, 2021 and effective upon annexation and
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 personally appeared before me Steven J. Rule, of Middleton, Idaho and signed this Developm Middleton.	, who declared that he is the Mayor of the City
	Notary Public My Commission Expires:
[Signatures on	following page]
Development Agreement –Page 6	-

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

Development Agreement - \_\_\_\_\_

Page 7

Notary Public	
My Commission Expires:	

## **EXHIBIT** "C"

## **Agency Comments**

From: <u>Carl Hayes</u>
To: <u>Roberta Stewart</u>

**Subject:** Willow Wood Estates Subdivision **Date:** Tuesday, November 2, 2021 2:48:42 PM

Attachments: <u>image001.pnq</u>

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

Thank you,





#### CANYON HIGHWAY DISTRICT No. 4

15435 HIGHWAY 44 CALDWELL, IDAHO 83607

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

November 8, 2021

City of Middleton, Idaho Planning & Zoning Department 1103 West Main Street Middleton, ID 83644

Attention: Roberta Stewart, Planning and Zoning Administrator

RE: Cemetery Road-Willow Wood Subdivision—Preliminary Plat

Mrs. Stewart:

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

CHD4 offers the following recommendations:

#### General

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

#### **Cemetery Road**

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

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

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

CHD4 asks the City to consider the following:

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

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

#### **Traffic Impact**

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

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

Respectfully,

Lenny Riccio, E.I.T.

Assistant District Engineer

Transportation Planner

Canyon Highway District No. 4

### Communities in Motion 2040 2.0 Development Review

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

Development Name: Willow Wood Estates Agency: Middleton

**CIM Vision Category: Future Neighborhoods** 

New households: 63 New jobs: 0 Exceeds CIM forecast: No

	CIM Corridor: <b>Purple Sage Road</b> Pedestrian level of stress: <b>R</b> Bicycle level of stress: <b>R</b>	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with <b>G or PG</b> ratings better support bicyclists and pedestrians of all ages and comfort levels.
	Housing within 1 mile: <b>750</b> Jobs within 1 mile: <b>70</b> Jobs/Housing Ratio: <b>0.1</b>	A good jobs/housing balance – a ratio between <b>1 and 1.5</b> – 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 <b>1.5 miles</b> of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
<u></u>	Farmland consumed: <b>Yes</b> Farmland within 1 mile: <b>927 acres</b>	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: <a href="mailto:www.compassidaho.org">www.compassidaho.org</a>
Email <a href="mailto:info@compassidaho.org">info@compassidaho.org</a>
More information about the development review process: <a href="http://www.compassidaho.org/dashboard/devreview.htm">http://www.compassidaho.org/dashboard/devreview.htm</a>



### 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: <a href="https://www.compassidaho.org/prodserv/fiscalimpact.htm">www.compassidaho.org/prodserv/fiscalimpact.htm</a>.

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) 9<sup>th</sup> 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 9<sup>th</sup> 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. It 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 is has a landscape buffer easement on it.
- 17. Will there be any phasing? If so, please create a phasing page.
- 18. Please change or add the following notes to the "Note" section:
  - a. Change Note 1 to state "building setbacks and dimension standards shall be in accordance with the Middleton city Code at the time of building permit issuance."
  - b. All streets proposed in this subdivision are public streets and shall be constructed in accordance with Middleton standards for public streets
  - c. Domestic and fire protection water shall be provided by the city of Middleton
  - d. Sanitary sewer collection shall be provided by the City of Middleton
  - e. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the re-subdivision.
  - f. All existing wells shall be abandoned per IDWR regulations. All septic systems shall be completely removed and the area recompacted per geotechnical report.
  - g. Sewer and Water capacity shall be reserved when City approves the construction drawings.
  - h. All lots are hereby designated as having a permanent easement for public utilities and pedestrian walkways over the 10' adjacent to any public right of way. This easement shall not preclude the construction of hard-surfaced driveways and walkways to each lot.
  - i. All lots contain a 10' wide easement adjacent to any rear lot line or subdivision boundary for public utilities.
  - j. All interior lot lines contain a 5' wide easement, each side, for public and private utilities, drainage and irrigation facilities.
- 19. Please type out a formal response to each comment explaining whether you agree to the change requests or why you disagree with the change request.

Sincerely,

Middleton City Planner

Roberta L. Stewart

### **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: D	ecember, 2021.	
	Steven J. Rule, Mayor City of Middleton	
Attest:		
Roberta Stewart Planning and Zoning Department		

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## 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,

Ordinance No. 655 Page 1

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 T	E MAYOR OF THE CITY OF MIDDLETON, IDAHO, this, 2021.
	Attest:
Mayor Steven J. Rule City of Middleton	Becky Crofts City Clerk

Ordinance No. 655

### **EXHIBIT A**

### **Legal Description of Annexed Property**

Ordinance No. 655 Page 3

March 4, 2021

Project No.: 210036

## EXHIBIT "A" WILLOW WOOD SUBDIVISION

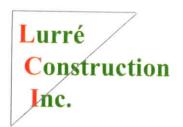
A Parcel of land located in a portion of Government Lot 2 of Section 31, Township 5 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

**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 5.17°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.





#### PROPOSAL & CONTRACT

DESC.

PRICE

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 Attn: Mayor Steve Rule Fax: Project: Removal/Relocation of Dirt Pile Date: 11/22/2021 Location: Picadilly Park Property-River Park Addendums: N/A City/State: Middleton, Idaho Plan Date: N/A WORK EST. UNIT UNIT TOTAL ITEM NO: DESCRIPTION

#### LOAD, HAUL & DUMP EXISTING DIRT PILE, PICADILLY TO GABICA

MOBE/DEMOBE/ESC Transport Equipment LS included below SWPPP, NOI, BMP's Provided by Lurre, Payment by Cof M As Required Pass Thru

OTY

2 LOAD, HAUL, DUMP MATERIAL 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:**

1

- \* 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  Prepared by:	CITY OF MIDDLETON 1103 W. Main St Middleton, Idaho 83644 (p)208-585-3133 BY:
Timothy Dowell	Title:



**Construction Costs** 

### CUSTOMER COST QUOTE IDAHO

\$4,644 \$(1,004) \$0

\$3,640

\$0

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

4.	Net Line Installat	tion Cost	
3.	Customer Performe	d Construction Work Credit	
2.	Customer Credits	(Betterment, Metering, Salvage)	
1.	Line Installation/Upg	grade Charge	
LIF	ne Installation Costs		

Unusual	Conditions
	910720 S0000

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

The raid to brid. When the second second	
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	90

\$0 15. Relocation or Removal

16. Miscellaneous Charges/Adjustments \$0

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

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

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 Customer initials

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.

N/A Customer initials

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



Final Grade: Customer understands that as of

12/27/21 the

the above-named project will

Customer initials

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.

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

N/A Customer initials

#### Underground Service Attachment Charges to be billed separately

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

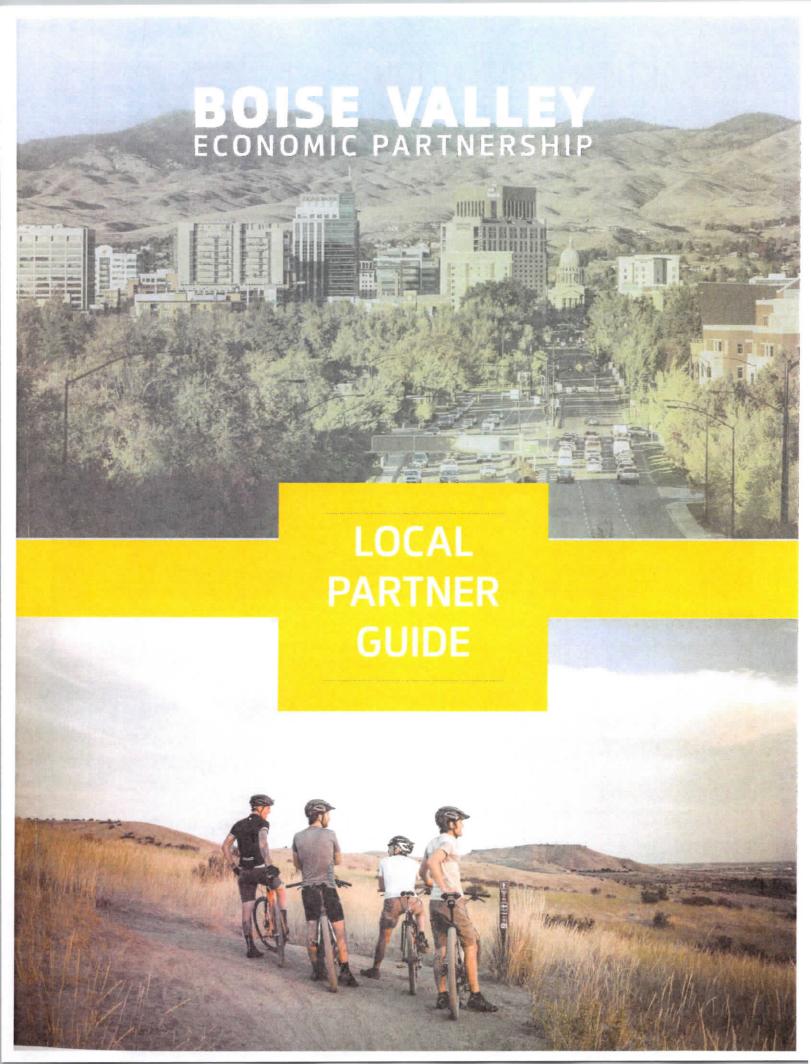
## Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY 2420 Chacartegui Ln Nampa, ID 83687

30
MERL
SIGN

Customer Signature	Date
Idaho Power Representative	Quote Date

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



## ATTRACTION + RETENTION

BVE 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	EXECRANKS 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	CS BEEF PACKERS 600 Jobs, 2015	CASCADE AIRCRAFT 75 Jobs, 2013
UNITED SITE SERVICES 85 Jobs, 2019	145 Jobs, 2018 JELLI TRI WIN	DECORE - PATRICK IN- DUSTRIES 75 Jobs, 2015	CENTRAL GARDEN & PET 250 Jobs, 2012
CONNECTYOURCARE 200 Jobs, 2019	90 Jobs, 2017 FOOD SAFETY NET SER-	HEARTLAND RV TRIWIN 275 Jobs, 2015	GUARDIAN SURVIVAL GEAR 20 Jobs, 2012
UNIVERSITY OF DUBUQUE 10 Jobs, 2019	VICES 50 Jobs, 2016	GAYLE MANUFACTURING TRIWIN	ENPHASE ENERGY 75 Jobs, 2011
AMAZON.COM 3000 Jobs, 2019	AMERICAN FOOD EQUIPMENT CO TRI WIN 100 Jobs, 2016	105 Jobs, 2015 DIVERSIFIED FLUID SO-	BIOLIFE PLASMA 80 Jobs, 2011
CXT TRI WIN 85 Jobs, 2019	PREIFERT STEEL 30 Jobs, 2016	LUTIONS TRI WIN 55 Jobs, 2014	

## 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 FCONOMIC 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 Fconomic Summit will be held in fall of 2022. More information to come soon.

## **STAKEHOLDER BENEFITS**

# BVEP

### \$5,000+ ANNUAL MEMBERSHIP LEVEL

## \$10,000+ ANNUAL MEMBERSHIP LEVEL

\$5k benefits in addition to

CUSTOM RESOURCES LABOR FORCE DATA ANALYTICS

MONTHLY BOARD BREAKFAST

**BOARD OF** DIRECTOR **POSITION** 

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

**EXCLUSIVE** PROJECT **UPDATE INFO** 

QUARTERLY BOARD MEETINGS

STORY

ANNUAL RECEPTION **NETWORKING EVENT** 

**UPDATES:** PRESS RELEASES & BVEP **ACTIVITIES** 

E-MAIL

DIRECTORY

QUARTERLY STAKEHOLDER





## **BOARD OF DIRECTORS**

## EXECUTIVE BOARD



Kim Tower PacificSource Vice Chair



Justin Smith U.S. Bank



Clark Krause BVFP **Executive Director** 



Tom Mortell

Hawley Troxell

Sean Keithly City of Boise Working Group Chair



Bill Connors Boise Metro Chamber of Commerce CEO

## **BOARD MEMBERS**



Adler Industrial



Michael Aubin Blue Cross of Idaho





Michael Balla



Andy Beitia Washington Trust



Jaren Bevar Zions Bank



Dave Bieter Gardner Company



Odette Bolano



Roger Brown Boise State University



John Brunelle Capital City



Tori Cleary City of Meridian



Mark Cleverley Ball Ventures Ahlquist



Wells Fargo



Todd Cooper Idaho First Bank



Allison Cunningham TalentSpark



Lori Downing



Mason Dykes Idaho Central Credit Union



Ken Fisher





Hart Gilchrist Intermountain Gas Company



Rob Gerbitz Hendricks Commercial



Veronica Hern TitleOne



Kathy Holland Albertsons



Jeff Huhn First Interstate Bank





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.



George Iliff



Cory Jakobson Columbia Bank



Denton Kelley



Bryan McMartin McAlvain Companies



Mark Mills Alliance Title & Escrow



Trent Nate



Givens Pursley LLP



Kent Oram Idaho Central Credit





Scentsy



Megan Ronk



Christine Rood Gilchrist College of Western Idaho



Dean Sandros United Heritage Insurance

Company



Libba Sapitsky





Robyn Sellers



Dave Self St. Luke's



Ken Stark Stark Accelerators

Dave Swenson Intermountain Gas



David Ward Boyer Company



Experis



Tiffany Whitmore Saint Alphonsus Health System



Chandra Zenner Ford University of Idaho

## STAKEHOLDERS \*ANNUAL CONTRIBUTION OF \$10,000+



**Advanced Benefits** 

Alliance Title & Escrow

**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

Capital Matrix

CenterCal Properties, LLC

Chase Bank

City of Caldwell

City of Eagle

City of Garden City

City of Kuna

City of Mountain Home

CliftonLarsonAllen, LLP

Coldwell Banker-Tomlinson Group

College of Western Idaho (CWI)

**Cushing Terrell** 

Cushman & Wakefield Pacific

Cutting Edge Landscape

D.L. Evans Bank

Elwood Staffing

**ESI Construction** 

Fidelity National Title Company

Franklin Building Supply

Gardner Company

Group One | Sotheby's International

Realty

Hayden Homes

**HC Company** 

HDR, Inc.

Holland & Hart

Hotel 43

Idaho First Bank

Idaho Housing & Finance Association

Idaho Trust Bank

K2 Construction

KevBank N.A.

**KPMG** 

Merchants Moving & Storage, Inc.

Meridian Chamber of Commerce

Mike Brown Group Reality

Moreton

Mountain West Bank

Northwest Nazarene University

Oppenheimer Companies, Inc.

Paragon Corporate Housing

Payette Brewing

Paylocity

PayneWest Insurance

Petra, Inc.

Rafanelli & Nahas

Regence BlueShield of Idaho

Republic Services

Sparklight

Stoel Rives LLP

Suez Water

Sundance Company

Tenant Reality Advisors

Terracon

University of Idaho - Boise

Washington Trust Bank

White-Leasure Development Company Windermere Real Estate Professionals

## RESOURCES





YouTube BVEP Twitter BVEP InstagramBoiseValleyEconomicPartnership FacebookBoiseValleyEconomicPartnership

### **CONTACT US**



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Research & Project Manager

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#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