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**MIDDLETON CITY COUNCIL  
DECEMBER 1, 2021**

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

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

Pledge of Allegiance, Invocation: Middleton High School senior, Aaron Dossett gave the opening prayer.

**Action Items**

**A. Approve Agenda**

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

**Information Items:**

- Presentation of Logo Contest Awards: The mayor presented the second-place winner, Michael Halatyn, a certificate for his submission to the Logo Contest. He will also be receiving a cash award check in the mail. The first and third place winners were not able to be present. Third Place winner emailed Mayor Rule thanking for the city for the opportunity and stating that he used the project in one of his high school classes and thanked the city for the opportunity.

**Action Items:**

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

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

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

2. Consider approving Special Events Permit Christmas Parade December 11, 2021 at 2:00 p.m. **EXHIBIT A**

Mayor Rule called the item. Becky explained that the permit has been sent to other agencies for review and there was no negative feedback. The public works department has been informed on the event. It is scheduled for earlier this year at 2:00 p.m.

**Motion:** Motion by Council President Kiser to approve a request from the Chamber of Commerce for the Christmas Parade on December 11, 2021 at 2:00 p.m. and to waive any special event fees. Motion seconded by Council Member O'Meara and approved

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unanimously

3. Consider a request from Middleton Chamber for a waiver of fees for use of the Trolley Station for meetings. **EXHIBIT B**

Mayor Rule called the item. Becky explained that the city has allowed the Chamber of Commerce to hold their monthly meetings at the Trolley Station and waived the associated fees.

**Motion:** Motion by Council President Kiser to approve a request from the Chamber of Commerce for use of the Trolley Station for their monthly meetings on the 2<sup>nd</sup> Thursday of each month. Motion seconded by Council Member O'Meara and approved unanimously. (this motion was originally stated as bi-monthly meetings and was amended and restated as approved above)

4. **Public Hearing:** An application by David Buich/ Hartley Lane LLC and James L. Escobar, AIA for preliminary plat with respect to the Carter John Mixed-Use Subdivision located at 0 Hartley Lane (Tax Parcel No. R1788901). The proposed preliminary plat consists of 54 townhome sites, 5 common lots and 1 commercial lot on 6.06 acres of vacant land zoned Mixed Use (M-U).

Mayor Rule called the item at 5:44 p.m. The City Planner explained that there was still work to do on the project prior to the public hearing and action by the council. The delay is related to information needed from Idaho Power.

**Motion:** Motion by Council President Kiser to table the public hearing on 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). to a date certain of December 15, 2021. Motion seconded by Council Member Garner and approved unanimously.

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.

Mayor Rule called the item at 5:44 p.m. City Planner, Roberta Stewart presented **EXHIBIT C**.

Council Questions for City Planner:

Council President Kiser asked about the common lots and how they are calculated. He felt that they should be areas that are usable space and not all of the areas are usable. It was explained that even though they are common lots it doesn't mean that they are "parklike" spaces some of them are for buffer areas or easements for services. Council Member O'Meara asked about Lot 16 and asked if the turning radius was sufficient for fire protection/emergency services. The response was that they should be sufficient but the fire inspector is still set to review and changes, if needed, will be made according to their



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recommendation. Mayor Rule clarified that the information would need to be back from the fire department prior to final approval.

Applicant Presentation by David Sterling **EXHIBIT D**

Mayor/Council Questions: Council Member O'Meara asked what would be in the "tot-lot" and the developer said that it is typically benches and playground equipment for young children. Council Member Huggins asked why the irrigation is delayed. The applicant explained that is due to the weather conditions. Council President Kiser commented that the tot-lot and other common areas meet the requirements within the current regulations. Applicant confirmed that was the case. Council Member Huggins asked if the pathways in this development provide connectivity to other areas. City planner responded saying that it provides for internal connectivity and walkability but not necessarily outside of this development.

Public Comment:

Jim Taylor declined public comment.

Mike Graffe—1889 Ridgeway, Middleton—Mike commented on the density of the homes on the property. He feels that the lot sizes are too small. The way that the R-3 is calculated he feels should be 3 lots per acre and that isn't the way they are calculated. He feels that the houses are too tight together and should be less dense. Applicant, David Sterling, commented that R-3 lot sizes density is calculated as overall density—the lots meet requirements of minimum lot sizes. Mayor commented that R-3 is an improvement over previous R-4 standards which are allowed in many other communities. Council Member Huggins commented that the city has had an R-3 designation for close to 10 years. It was much worse prior to the city deciding that it doesn't want anything smaller than R-3 size lots. Mayor Rule commented that the city would have to change the code to require larger lot sizes. Mayor Rule closed the Public Hearing at 6:32 P.M. Mayor Rule reopened the public hearing at 6:43 P.M. to allow David Sterling to discuss the options for the phases. The council was asking for clarification regarding the phases and the delays in the frontage. Mr. Sterling explained that if the frontage was completed along the perimeter of the property part of it would have to be removed when the services for Phase 2 are installed that is the reason for the delay. Mayor closed the public hearing at 6:46 P.M.

**Motion 1:** Motion by Council President Kiser to approve the findings of fact and conclusions of law as set forth in the staff report and presentation council heard during the public hearing. Motion was seconded by Council Member O'Meara and unanimously approved by roll call vote. \*There was some discussion regarding the sequence of the motions and after consultation with the city planner and city attorney it was determined that this is the proper Council President Kiser and council member O'Meara rescinded and restated the motion as stated above.

**Motion 2:** Motion by Council President Kiser to approve 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). Provided that the preliminary plat complies with the fire district requests and frontage improvements at phase two are bonded if not completed and subject to the conditions of approval that were set forth in the staff report. Motion was seconded by Council Member O'Meara and unanimously approved by roll call vote.

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6. Consider approving the Findings of Facts, Conclusions of Law and Recommendation for Willow Wood Subdivision.

Mayor Rule called the item and Roberta stated that this will be on the agenda for approval at the meeting on December 15, 2021.

**Motion:** Motion by Council President Kiser to table the item until December 15. Motion was seconded by Council Member Garner and approved unanimously by a roll call vote.

7. Consider approving Ordinance 655 regarding the annexation and rezone of Willow Wood Estates Subdivision property.

Mayor Rule called the item. City Planner explained that this is a typical ordinance to annex and zone a property into the city.

**Motion:** Motion by Council President Kiser to read Ordinance 655 by title only. Motion was seconded by Council Member Garner and approved unanimously.

Council President read the title of Ordinance 655: AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO. ANNEXING TO THE CITY OF MIDDLETON, IDAHO, AND CONTIGUOUS TO THE COPORATE LIMITS OF THE CITY OF MIDDLETON, IDAHO; ESTABLISHUING THE ZONIG CLASSIFICATION OF SAID REAL PROPERTY TO R-3 (SINGLE-FAMILY RESIDENTIAL); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDIN AN EFFECTIVE DATE.

**Motion:** Motion by Council President Kiser to waive the three-reading rule and adopt Ordinance 655. Motion was seconded by Council Member O'Meara and approved unanimously by roll call vote.

8. Consider approving a contract with Lurre Construction in the amount of \$19,200.00 to remove the dirt hill at Piccadilly Park and stockpile for Donna Drain Project.

Mayor Rule called the item and Beck Crofts explained that the city is doing some leveling work at Piccadilly Park. The dirt will be stored on city property for later use in the Donna Drain Project. Becky explained it is more cost effective and a better use of city staff time by having Lurre handle to project.

**Motion:** Motion by Council President Kiser to approve a contract with Lurre Construction to remove the dirt hill at Piccadilly Park and stockpile for Donna Drain Project in an amount not to exceed \$22,200.00. Motion was seconded by Council Member Huggins and approved unanimously.



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9. Consider approving a proposal from Idaho Power to install a streetlight near Mill Creek Elementary School in an amount not to exceed \$8000.00.

Mayor Rule called the item and Becky explained the need for additional lighting in the area for the school.

**Motion:** Motion by Council President Kiser to approve the proposal from Idaho Power to install a streetlight near Mill Creek Elementary school in an amount not to exceed \$8000.00. Motion was seconded by Council Member Huggins and approved unanimously.

10. Consider becoming a local partner of Boise Valley Economic Partnership for an amount not to exceed \$5000 for membership fee.

Mayor Rule called the item and Becky explained the advantages of becoming a member of the BVEP. The city would be included in correspondence with potential developers.

**Motion:** Motion by Council President Kiser to approve Middleton becoming a local partner of Boise Valley Economic Partnership for an amount not to exceed \$5000. Motion was seconded by Council Member Garner and approved unanimously.

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

- Jim Taylor—1052 Triumph Drive. Mr. Taylor thanked the council for the many things they are doing in the city. He appreciates the experience and knowledge of the council. He also wanted to comment on the city's efforts with Highway 44 and Middleton Road. He thanked the council for their service.
- Jo Ellen Ringer—115 3<sup>rd</sup> Street. Ms. Ringer commented on the letter she received from the mayor in response to her comments at the last council meeting. She feels that there should be a neighborhood code watch so that the neighborhood stays nice and doesn't become undesirable. She has spoken with Council Member O'Meara and the Police Chief regarding these issues. She suggests that there be a volunteer group to clean up the city not to add additional burden on the city. She wanted to send a thank you to Darren (or Darrel) regarding his diligence in taking care of city property. She talked to the Chief about the dogs at large and the consequences. Mayor Rule responded that he appreciates her volunteering to clean up. He also said that if a written complaint is submitted it will be followed up on by city staff after city code is reviewed.
- Council President Kiser—noted that he had the occasion to drive through Star at 3:30 in the afternoon and the traffic was far worse than it is in Middleton. ITD needs to do more.
- Council Member Huggins—confirmed that she will not be present for the meeting on December 15, 2021.
- Council Member O'Meara—commented on Ms. Ringers comments regarding dogs at large and the need to clean up properties in the community. He would like to see the city codes enforced. Mayor Rule said to get the addresses to Code Enforcement.
- Mayor Rule—reported that Middleton is doing good with progress towards development. He has met with a couple of good developers pertaining to River Walk. He believes in the next 2-10 years there will be significant progress. The taxes will shift to urban renewal. Becky is working hard to get the projects

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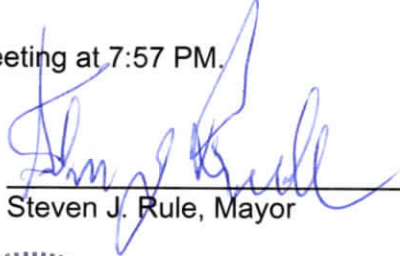
moving. Jason VanGilder the new Public Works Director will be very helpful to the city. met with Boise Street landowners regarding tree removal. Thanked the council approval of the Piccadilly project it will be a good project.

- City Administrator, Becky Crofts—the city has filed the documents for the Middleton Stormwater Program year 1. Year 2 will be more involved and subsequent years will be even more complex which means a lot of reporting. The city is working on updates to the Facility Plan, Annual Road & Street Report. The city is also switching out large meters for smaller ones. There was excessive water usage so changing meter size will help regulate usage more efficiently. Becky has been working on a water audit of approximately 3400 accounts and will be working to revise the water master plan and also review high usage accounts and propose a possible rate adjustment. The results will be compiled to use for a water rate study.

**Adjourn:** Mayor Rule adjourned the city council meeting at 7:57 PM.

ATTEST:

  
Rhonda Carpenter, Deputy Clerk  
Minutes Approved: December 15, 2021

  
Steven J. Rule, Mayor





# **EXHIBIT “A”**



# CITY OF MIDDLETON

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

SPECIAL COMMUNITY EVENTS

APPLICATION/AGREEMENT/PERMIT

REV 8/17



Date: 11-23-2021

Middleton City Code Section 3-2 Special Events.

## I. General Information:

Event Name: Middleton Christmas Parade

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

Event Location: Main, Dewey, 1st

## II. Applicant / Sponsoring Organization Information:

Applicant Name: Middleton Chamber Commerce

Sponsoring organization Name: Same

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

Address: PO Box 434

City: Middleton State: ID Zip: 83644

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

Fax: \_\_\_\_\_ ; Email: tamara@clarityca.com

On-Site/Emergency Contact Name: Tamara Zimmerman

Address: 3 W Main St.

City: Middleton State: ID Zip: 83644

Cell Phone: Same ; Email: Same

## III. Brief Description and Purpose of Event:

Middleton Chamber  
of Commerce presents  
Middleton Christmas Parade





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#### IV. Street Closure Request:

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

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

No permanent alteration to the street will be permitted.

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

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

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

#### Information:

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



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Number of stages: \_\_\_\_\_ Size of stage(s): \_\_\_\_\_

Number of Tents: \_\_\_\_\_ Size of tent(s) \_\_\_\_\_

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

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

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

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

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

Electrical inspection / permit may be required.

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

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

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

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

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

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

#### XV. PARKING:

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

#### XVI. REFUSE / GARBAGE:

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

N/A

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

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

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





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## ADMINISTRATION

### SPECIAL COMMUNITY EVENTS APPLICATION/AGREEMENT/PERMIT

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#### XIX. INSURANCE, FEE.

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

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

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

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

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

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

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



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## ADMINISTRATION

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### APPLICATION/AGREEMENT/PERMIT

REV 8/17

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

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

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

#### APPLICANT / ORGANIZATION REPRESENTATIVE

[Signature]  
Signature

Date: 11-23-2021

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

#### OFFICE USE ONLY

Application Received: \_\_\_\_\_

Fee Received: \_\_\_\_\_

Insurance Certificate Received: \_\_\_\_\_

Application Approved by City Council : \_\_\_\_\_

Application Denied: \_\_\_\_\_

Permit is hereby issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk

Notes: \_\_\_\_\_

# **EXHIBIT “B”**





## CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644  
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ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT  
REV. 3/2021

### TROLLEY STATION RENTAL AGREEMENT

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

#### TERMS AND CONDITIONS (Read and Initial each item)

**Activity/Event Description.** Chamber luncheons

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

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

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

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

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



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ADMINISTRATIVE

### TROLLEY STATION RENTAL AGREEMENT REV. 3/2021

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

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

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

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

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





## CITY OF MIDDLETON

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

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT

REV. 3/2021

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

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

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

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

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

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

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





# CITY OF MIDDLETON

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208-585-3133, 208-585-9601 Fax

ADMINISTRATIVE

## TROLLEY STATION RENTAL AGREEMENT REV. 3/2021

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

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

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

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

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

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

**After Hours Number: 208-921-0029**

**FACILITY OWNER:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**RENTER:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Phone Number \_\_\_\_\_

**Office Use Only:**

Deposit Paid: \_\_\_\_\_ Deposit Check # \_\_\_\_\_ Cash \_\_\_\_\_

Copy of Driver's License Rcvd: (Initials) \_\_\_\_\_

Rental Fee + Tax Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_



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

ADMINISTRATIVE  
**CATERING PERMIT APPLICATION**  
REV. 4/2021

### Event Information:

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

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

Sponsor Address: \_\_\_\_\_  
Street City State Zip

Sponsor phone: \_\_\_\_\_

Is this a 21 Year and older only event?

☐ Yes

☐ No

Estimate Number of Guests: \_\_\_\_\_

Estimated number of Guests in attendance per hour: \_\_\_\_\_

Event Location: \_\_\_\_\_

### Catering Applicant Information: (No Alcohol in City Parks)

Food Truck Vendor: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Idaho State Alcohol License Number: \_\_\_\_\_ Year: \_\_\_\_\_

Responsible Licensee Name: \_\_\_\_\_  
(Name) (Title) (Phone Number)

Premises - Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

\_\_\_\_\_  
Signature of Responsible Licensee/Vendor

For City of Middleton Use Only

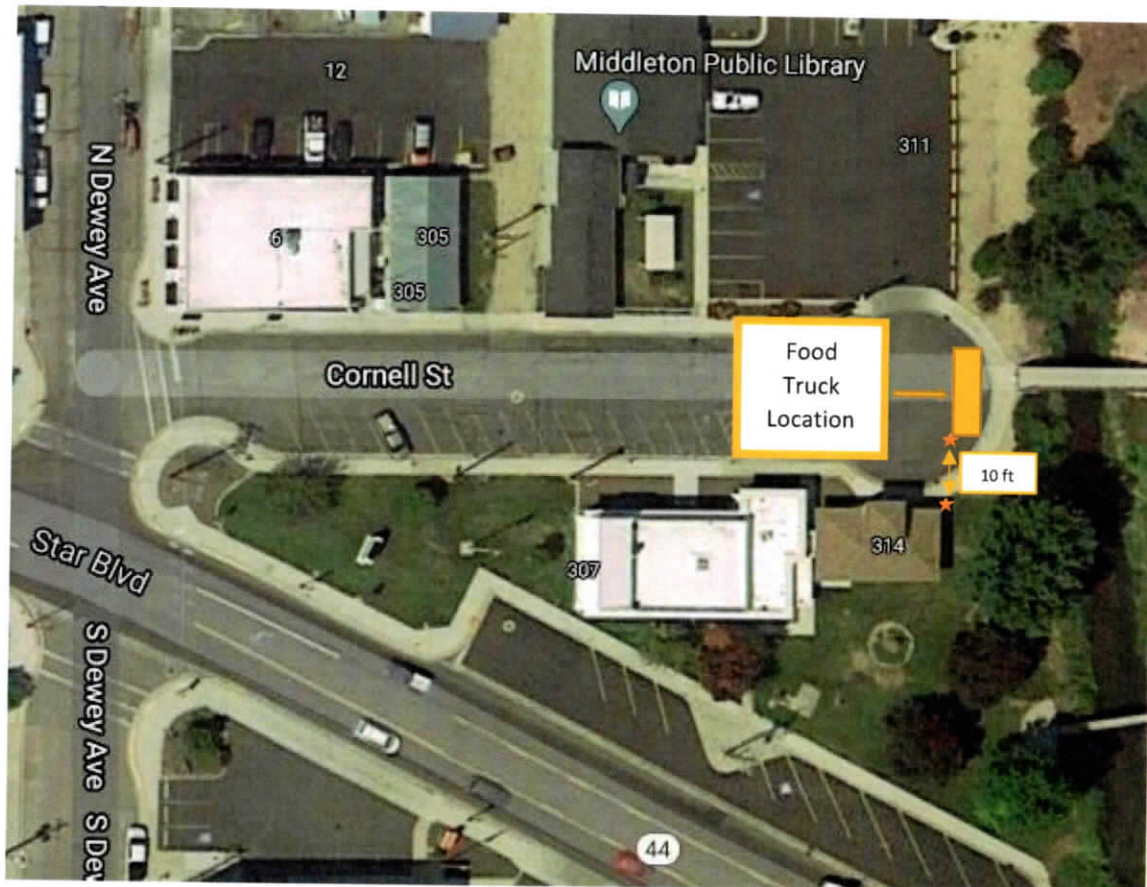
\_\_\_\_\_ \$20.00 Receipt Number

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

\_\_\_\_\_ E-mail this form to Middleton Police Department, Middleton/Star Fire and Idaho State Police:  
[abc@isp.idaho.gov](mailto:abc@isp.idaho.gov)

\_\_\_\_\_ Attach copy of Catering Application Permit to Trolley Station Rental Agreement

## Trolley Station Food Truck Catering Event



Food Truck must vend to the sidewalk.

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

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

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





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

Date: \_\_\_\_\_ Renter/Event: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Trolley Station**

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

**Kitchen**

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

**Women's Bathroom**

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



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

**Men's Bathroom**

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

**Annex Hallway**

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

**Storage Room**

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

**Exterior**

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

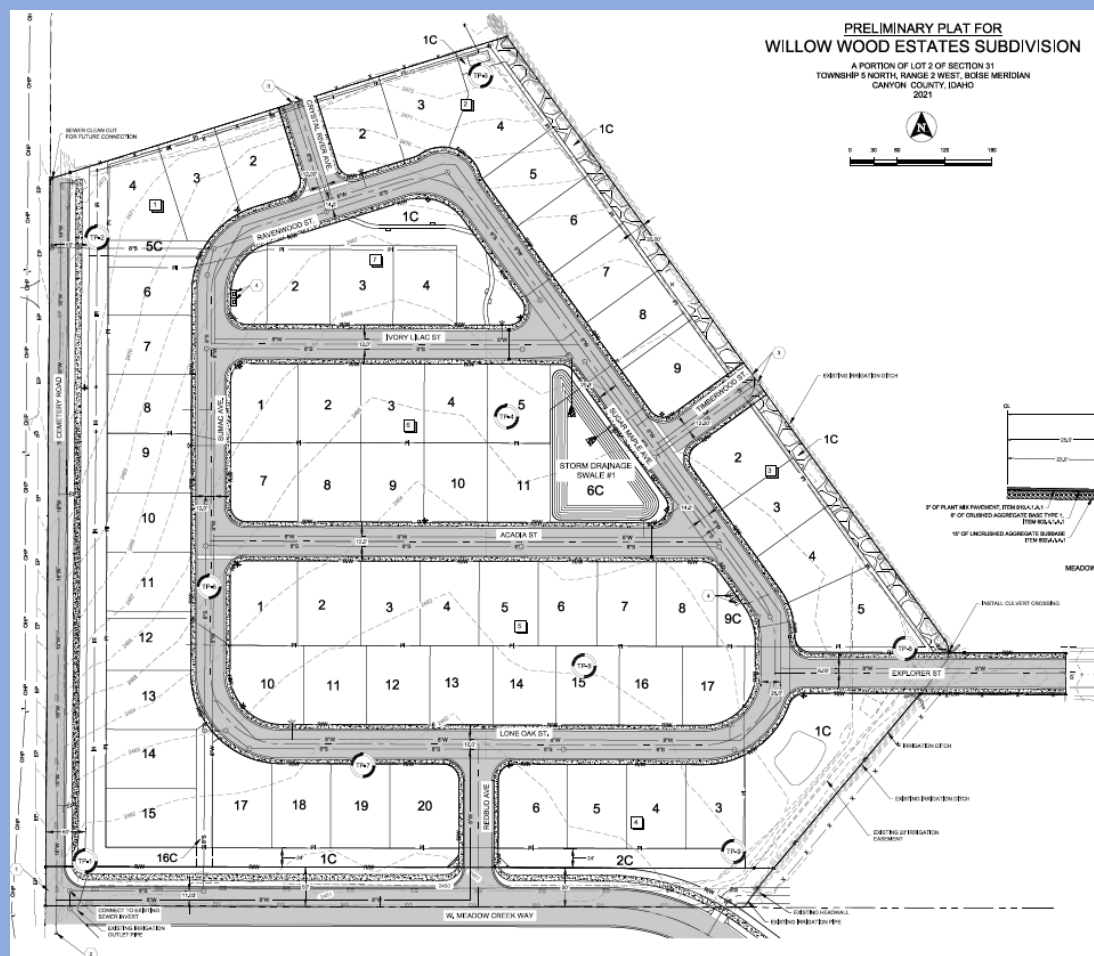
Refund deposit: Yes \_\_\_\_ No: \_\_\_\_

City Staff: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT “C”**

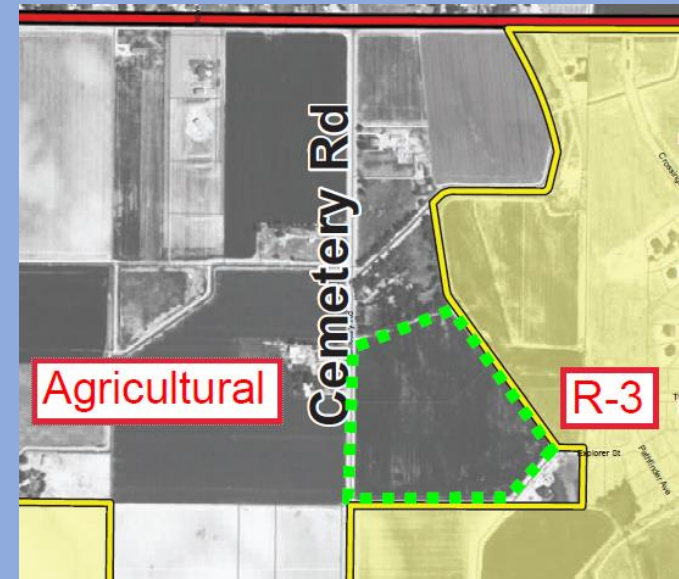
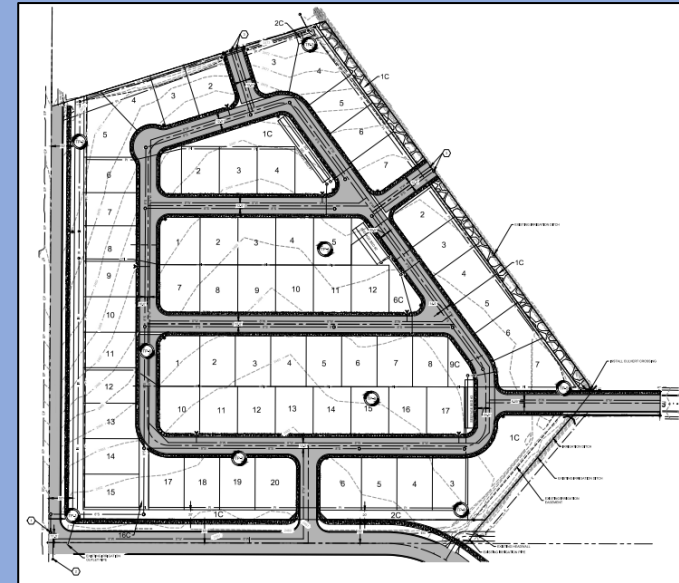




**Project Description:** Residential subdivision with 62 buildable lots and 10 common lots on 21 acres of vacant land located at 0 Cemetery Road (Tax Parcels Nos. R37579011 and R3757901). The amenities include two large common lots with greenspace, tot lot, seating areas, and pathways.

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

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



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

*Planning Staff finds that City services are nearby and available.*

- City Water
- City Sewer





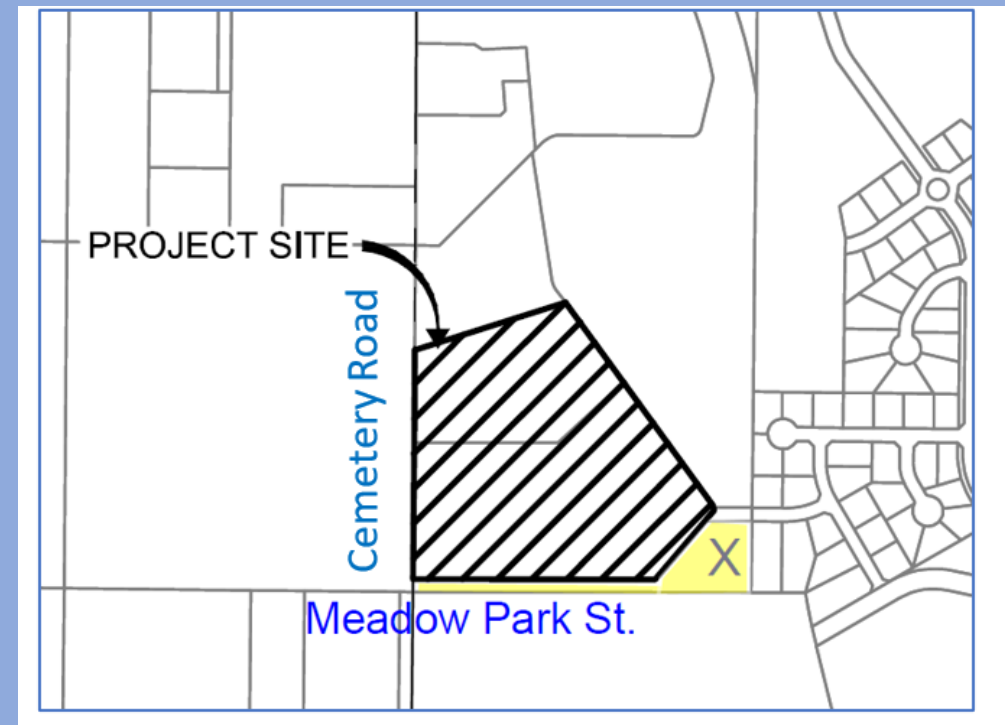
### **Traffic, Access & Streets:**

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

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

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

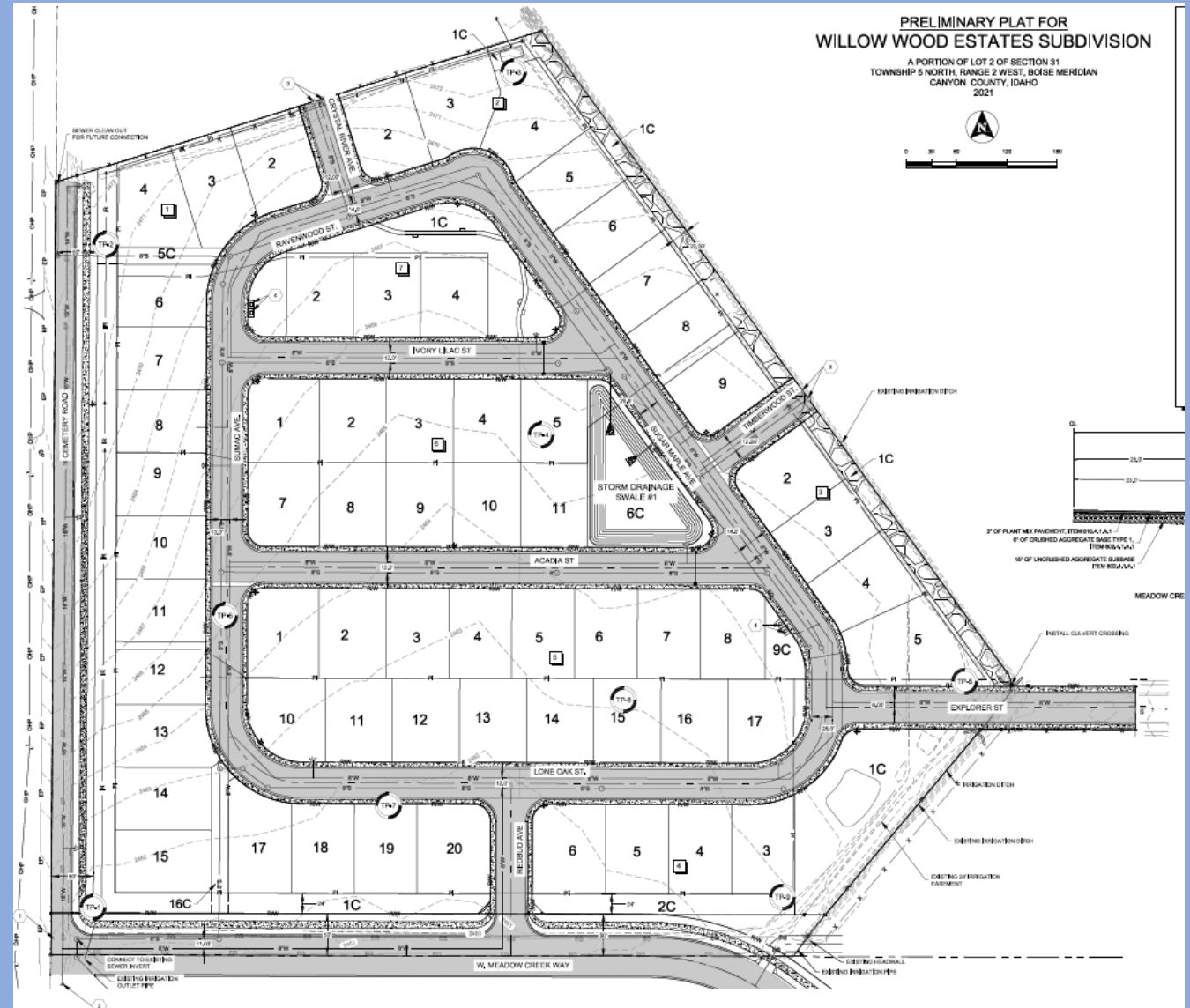
Applicant completed a Traffic Study which is currently being updated. It will show percentage of impacts this subdivision will have on surrounding intersections, and Developer will be required to pay for those impacts via a proportionate share traffic fee that must be paid prior to final plat approval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



### Pathway, Sidewalks & Open Space:

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

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



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

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

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

*FINDINGS:*

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

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

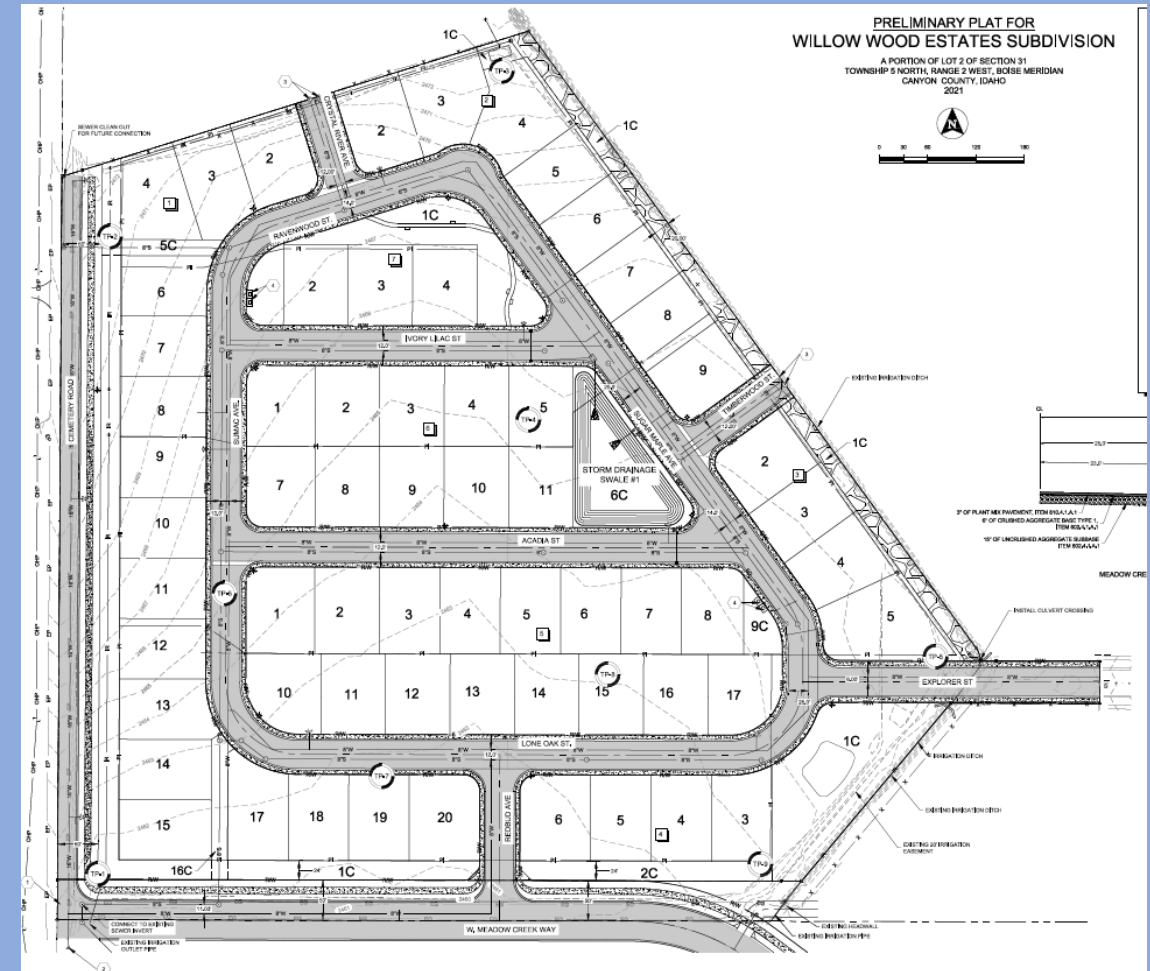




**Preliminary Plat:** The preliminary plat shows two phases for development, and it complies with all Middleton codes and standards. The only exception from code is applicant's request to lower the code required turning radius of 125' to 90'. Both City Engineer and the Middleton Rural Fire Department 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:

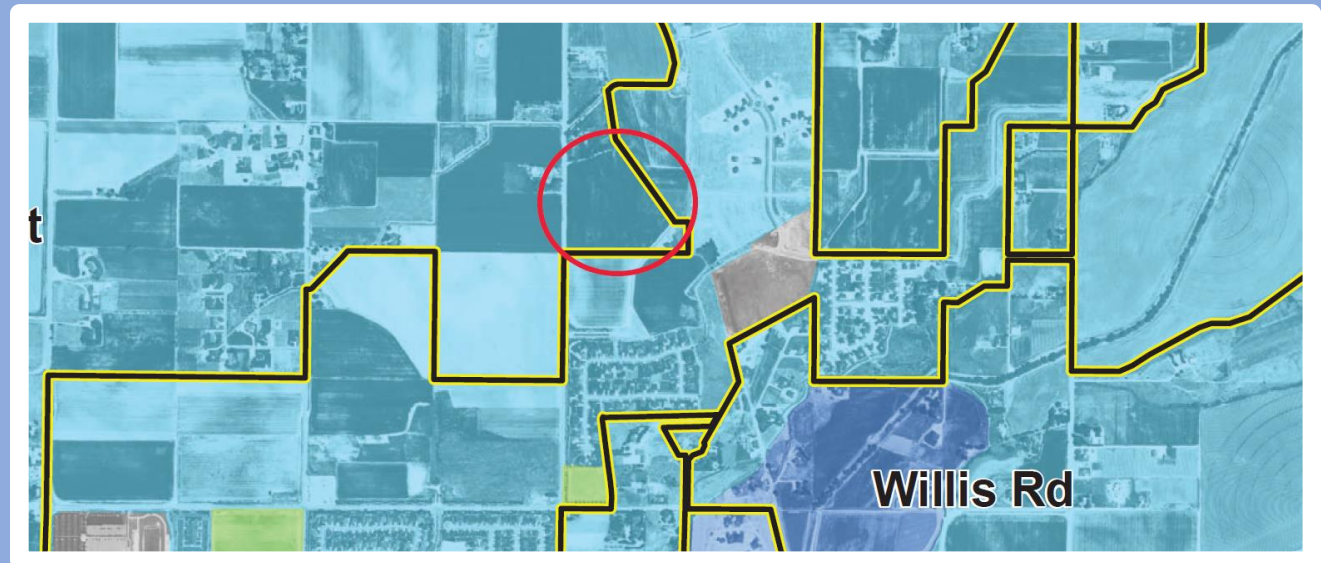
1. A concept plan shall be attached to the Development Agreement, and Developer shall construct the project “substantially consistent” with the concept plan.
2. Developer shall, at its own cost, improve the 50’ half-road portions of Cemetery Road and Meadow Park Street and dedicate the same to the City.
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 9<sup>th</sup>. Black Canyon merely reminded applicant of piping requirements. COMPASS submitted a comment letter on November 5<sup>th</sup>. 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:**

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

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

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



## **Conclusions and Recommended Conditions of Approval:**

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

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

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



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

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

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





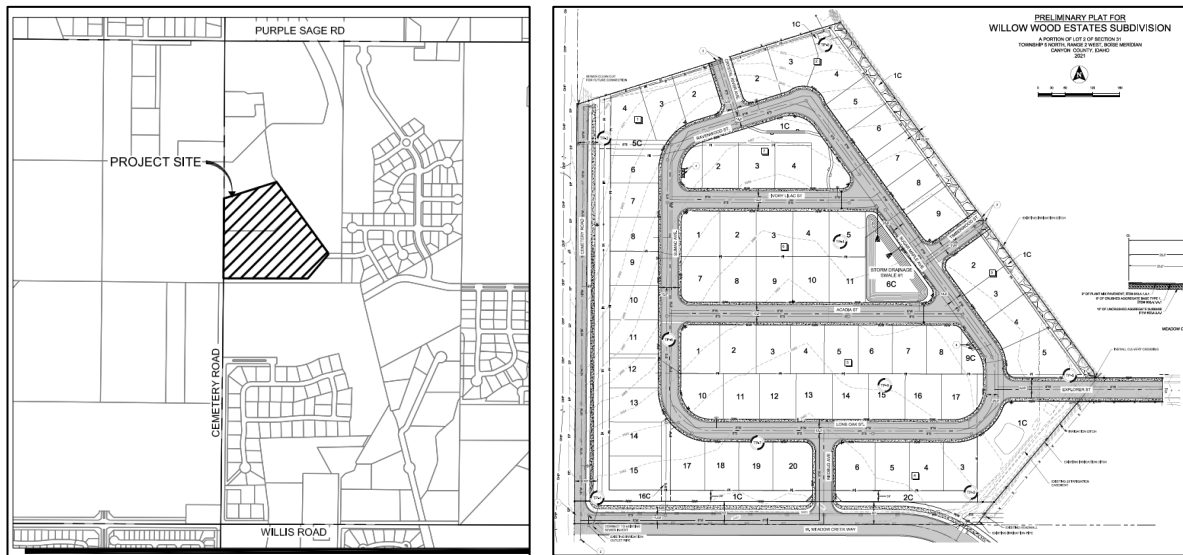
# **EXHIBIT “D”**



# STAFF REVIEW AND REPORT

## Middleton City Council

### Willow Wood Estates Subdivision Snapshot Summary



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

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

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

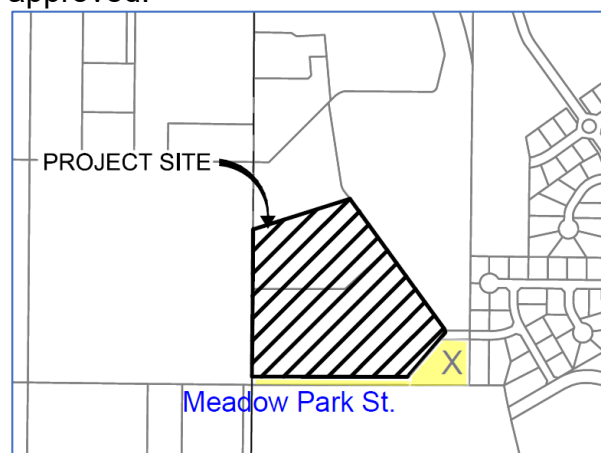
- E. City Services:** City water and sewer are located immediately west and south of the project and easily accessible to the project.



- F. Traffic, Access & Streets:**

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

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





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

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

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

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

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

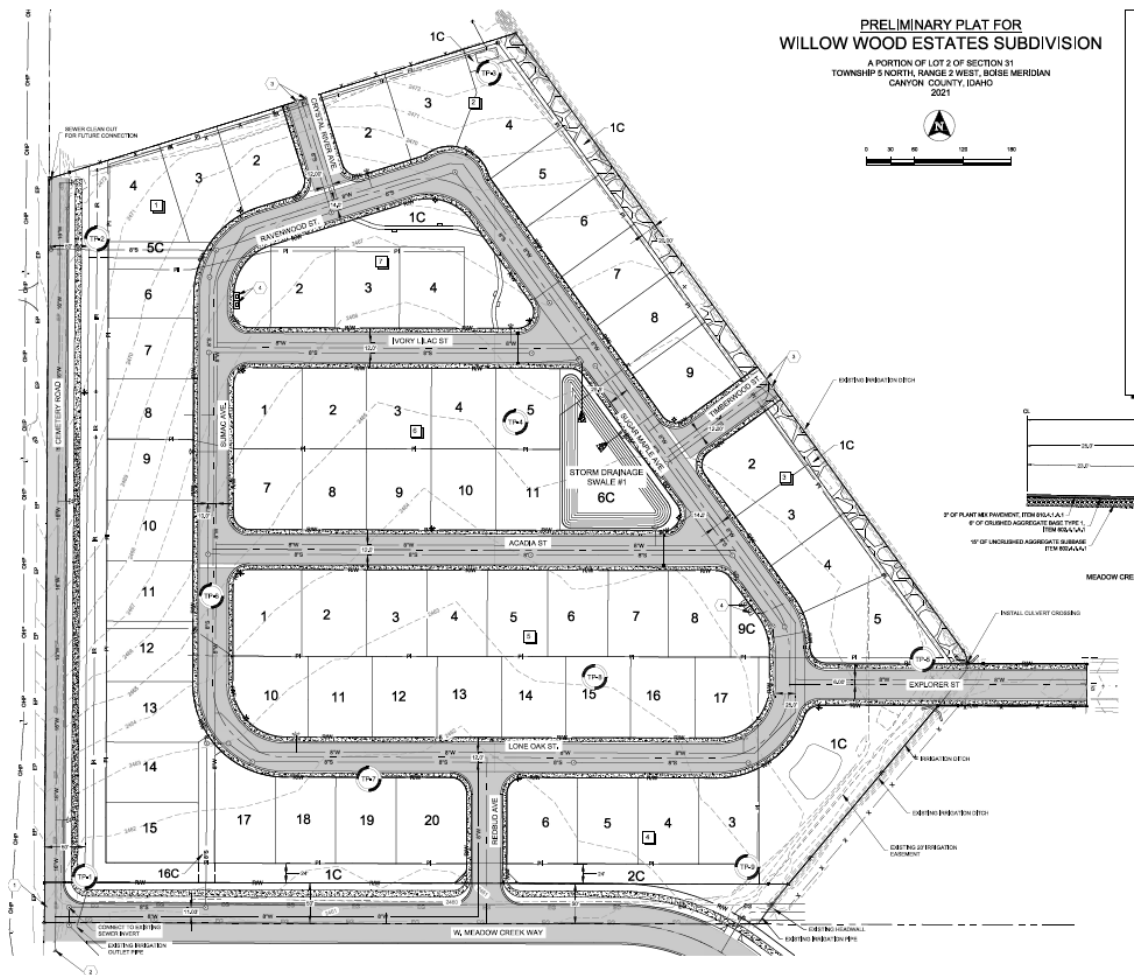
As to a zone change request, the Council must make two findings before approving such a request: (1) the rezone will not adversely affect the City's delivery of services and (2) the rezone request is in harmony with the Comprehensive Plan.

#### **FINDINGS:**

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

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

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

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

**S. Applicable Codes and Standards:**

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

**T. Conclusions and Recommended Conditions of Approval:**

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

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

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

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

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

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

---

## EXHIBIT “A”

Preliminary Plat under review



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## SITE DATA

### OWNER/DEVELOPER

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

### ENGINEER

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

### SURVEYOR

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

### ZONING AND SETBACK

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

### FIRE DISTRICT

CITY OF MIDDLETON

### SEWER AND WATER DISTRICT

CITY OF MIDDLETON

### IRRIGATION DISTRICT

PRIVATE  
(PRESSURE IRRIGATION)

BLACK CANYON IRRIGATION DISTRICT

### ROADWAY JURISDICTION

CITY OF MIDDLETON

### SCHOOL DISTRICT

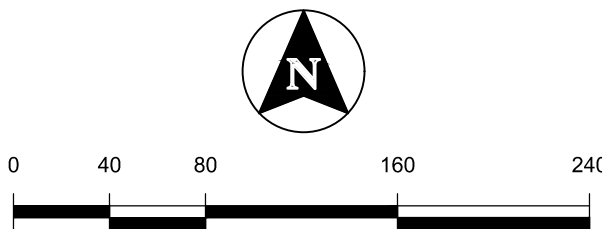
MIDDLETON SCHOOL  
DISTRICT #134

## AREA AND LOT SUMMARY

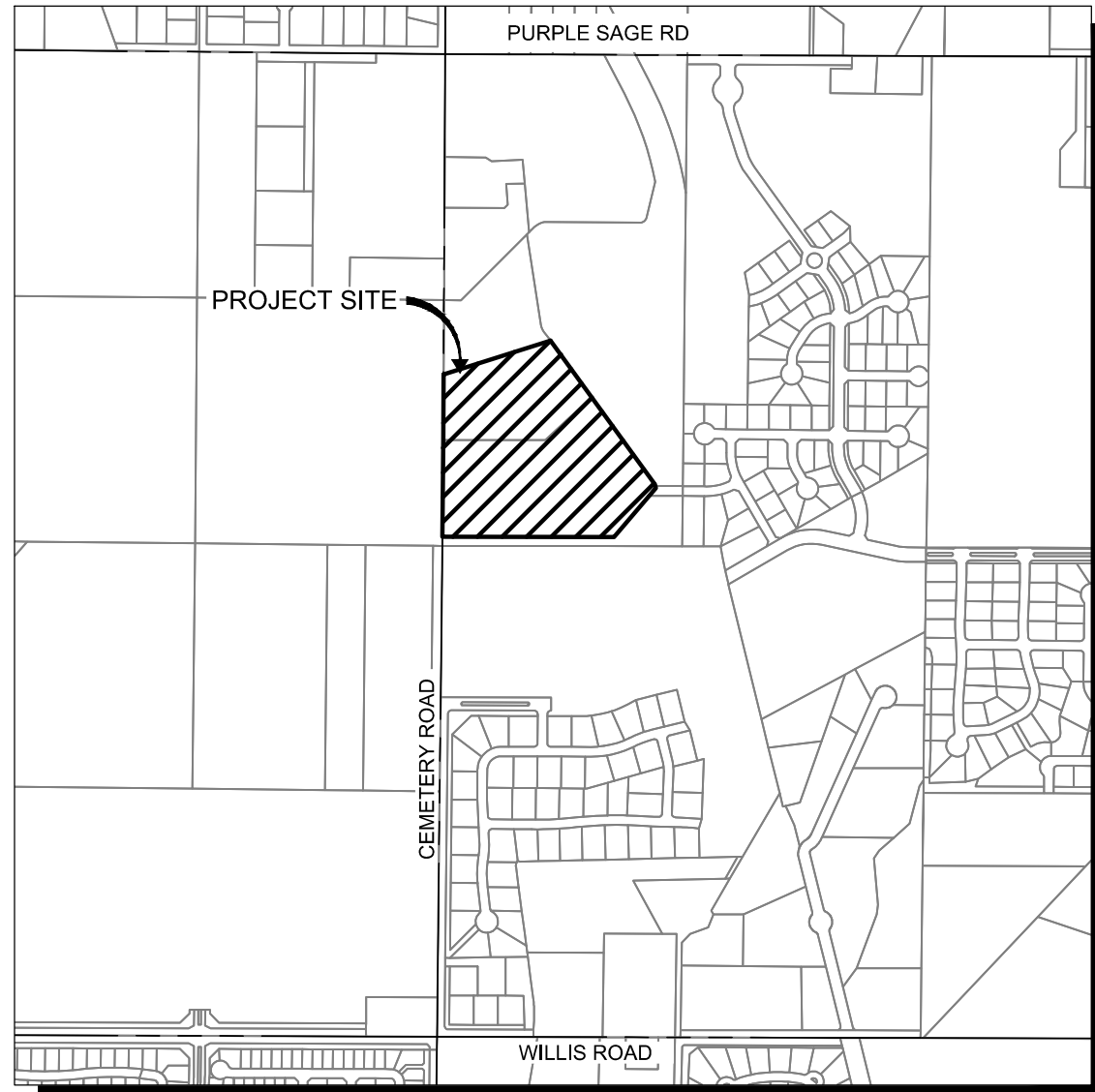
TOTAL AREA	±904,260 SF	20.8 ACRES
TOTAL RESIDENTIAL AREA	±525,627 SF	12.1 ACRES
TOTAL COMMON/OPEN SPACE AREA	±132,208 SF	3.0 ACRES
INTERIOR COMMON/OPEN SPACE AREA	±48,371	1.1 ACRES
RIGHT OF WAY AREA	±198,054 SF	4.5 ACRES
TOTAL NUMBER OF LOTS	72	
TOTAL NUMBER OF BUILDABLE LOTS	62	
TOTAL NUMBER OF COMMON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

## PRELIMINARY PLAT FOR WILLOW WOOD ESTATES SUBDIVISION

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



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

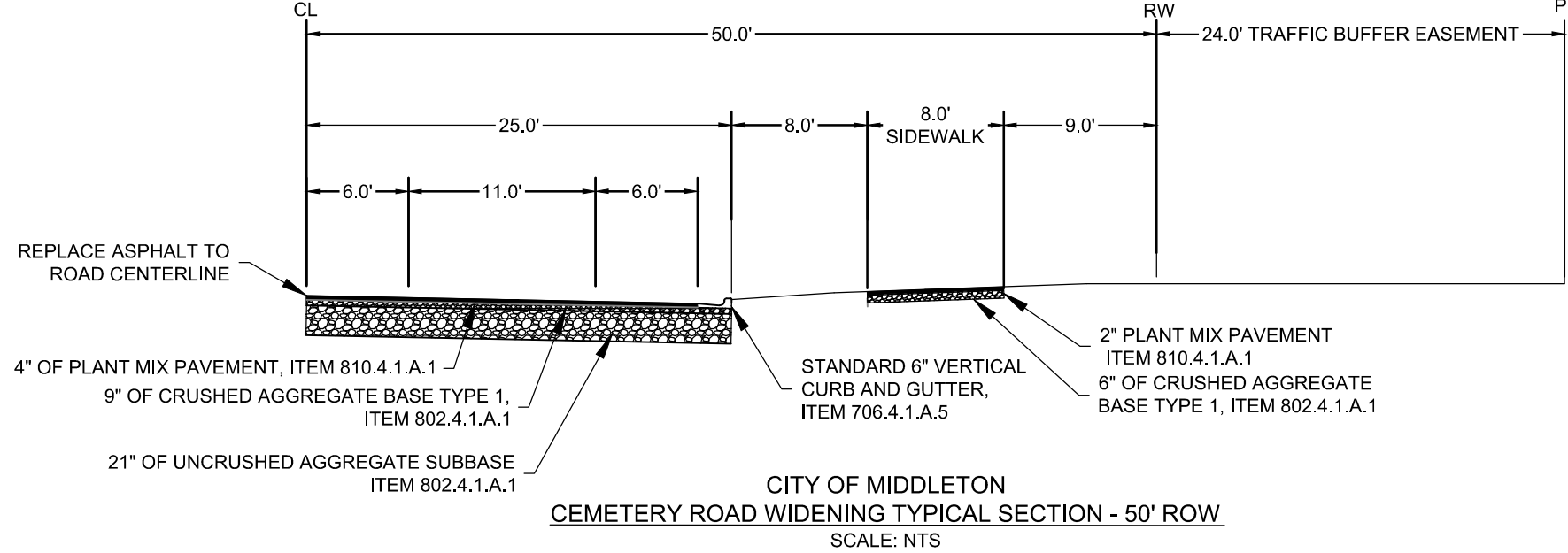


VICINITY MAP  
SCALE: 1"=1000'

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

## SHEET INDEX

C0.00	LOT DIMENSIONS
C0.01	UTILITY PLAN

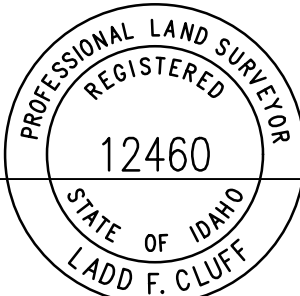


## NOTES

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

## SURVEY INFORMATION

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



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

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

PRELIMINARY PLAT FOR:  
**WILLOW WOOD SUBDIVISION**  
LOT DIMENSIONS

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

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

C0.00



H:\210036\3 ACADDWG\SHEETS\PREPLAT\210036-C-PP-01-UTILITIES.DWG, 11/23/2021

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



50.0'

24.0' TRAFFIC BUFFER EASEMENT

8.0' SIDEWALK

9.0'

2" PLANT MIX PAVEMENT  
ITEM 810.4.1.A.1

8' OF CRUSHED AGGREGATE  
BASE TYPE 1, ITEM 802.4.1.A.1

STANDARD 6" VERTICAL  
CURB AND GUTTER,  
ITEM 706.4.1.A.5

## NOTES

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

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

PRELIMINARY PLAT FOR:  
**WILLOW WOOD SUBDIVISION**  
UTILITY PLAN

C0.01



# EXHIBIT “B”

## Proposed Development Agreement



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

---

## **DEVELOPMENT AGREEMENT**

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

### **RECITALS**

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

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

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

### **AGREEMENT**

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

Development Agreement – \_\_\_\_\_

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

## **ARTICLE I LEGAL AUTHORITY**

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

## **ARTICLE II ANNEXATION AND ZONING ORDINANCE**

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

## **ARTICLE III CONDITIONS OF DEVELOPMENT**

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

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

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

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

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

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

#### **ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT**

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

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

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

Development Agreement – \_\_\_\_\_

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

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

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

## **ARTICLE V GENERAL PROVISIONS**

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

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

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

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

Development Agreement – \_\_\_\_\_



Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021 and effective upon annexation and rezoning of the Property.

**CITY OF MIDDLETON**

**ATTEST**

By: \_\_\_\_\_  
Steven J. Rule, Mayor

By: \_\_\_\_\_  
Becky Crofts, City Clerk

State of IDAHO            )  
                                  ss.  
County of Canyon        )

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**[Signatures on following page]**

**JOSEPH L. AUSTIN**

\_\_\_\_\_

State of Idaho            )  
                                  ss.  
County of \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DEBORAH R. AUSTIN**

\_\_\_\_\_

State of Idaho            )  
                                  ss.  
County of \_\_\_\_\_)

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

\_\_\_\_\_

Notary Public  
My Commission Expires: \_\_\_\_\_



# EXHIBIT “C”

## Agency Comments

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

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

Thank you,





November 8, 2021

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

**RE: Cemetery Road-Willow Wood Subdivision—Preliminary Plat**

Mrs. Stewart:

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

CHD4 offers the following recommendations:

**General**

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

**Cemetery Road**

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

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

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

CHD4 asks the City to consider the following:

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

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

**Traffic Impact**

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

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

Respectfully,

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

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



# Communities in Motion 2040 2.0 Development Review

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

**Development Name: Willow Wood Estates**






**Agency: Middleton**

**CIM Vision Category: Future Neighborhoods**

**New households: 63**

**New jobs: 0**

**Exceeds CIM forecast: No**

	CIM Corridor: <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: <b>2.3 miles</b> Nearest fire station: <b>2.2 miles</b>	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.
	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: <b>&gt;4 miles</b> Nearest public school: <b>1.1 miles</b> Nearest public park: <b>1.3 miles</b> Nearest grocery store: <b>&gt;4 miles</b>	Residents who live or work less than <b>½ mile</b> from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

## Recommendations

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

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

Web: [www.compassidaho.org](http://www.compassidaho.org)

Email [info@compassidaho.org](mailto:info@compassidaho.org)

More information about the development review process:

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

# ***Fiscal Impact Analysis Supplemental for the Development Review Checklist***

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

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

## **Overall Net Fiscal Impact**

### **Net Fiscal Impact, by Agency**

City

County

Highway District

School District

Break Even:

# EXHIBIT “D”

## City Engineer & Planner Comments



October 15, 2021

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

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

**RE: Willow Wood Estates Subdivision – Revised Preliminary Plat**

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

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

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

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

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

Add street names to C0.01.

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

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

Revisit streetlight location – streetlights required every 400 ft.

Revise stormwater management to retention facilities.

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

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

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

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

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

Please show the location of the driveway to the west.

The intersection at Timberwood is atypical and needs to be revisited

Verify the spelling of Sweeney name.

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

C0.01.

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



# CITY OF MIDDLETON

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

October 4, 2021

## Planner Comments

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

1. Please send copy of the agreement showing you have right to control (or own) 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. If you can get all lots to meet minimum dimensional standards, then I don't think the City will mind that you are a "touch" over the density allowed. Up to you.
12. I can't find the following common lots on the plat: L8/B3 and L13/B4. Please remove notation and renumber lots or show me where they are.
13. What is planned for the little landlocked parcel L2C/Block 2? Why is that parcel there?
14. Show mailbox clusters on the pre-plat
15. You are overstating your open space. When I count the 3 large common lots together, it is a little over an acre, which may get you to 5%. One of the 3 common lots may not really be sufficient to deem "Open Space" in the spirit of the Code, but we can try. We cannot include the landscape buffers and smaller endcap buffers in the open space count. They do not meet the spirit of the "Open Space" code. If you add an amenity on one of the bigger common lots, that will help create the sense of meeting the 5% open space requirement. A playground, or gathering structure, benches...etc., something to



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

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

Sincerely,

*Roberta L. Stewart*

Middleton City Planner

# **EXHIBIT “E”**



# Middleton City Council

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

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

### **A. Findings of Fact:**

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

### **B. Conclusions of Law:**

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

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

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

**C. Decision and Order:**

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

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

WRITTEN ORDER APPROVED ON: December \_\_\_\_, 2021.

---

Steven J. Rule, Mayor  
City of Middleton

Attest:

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Roberta Stewart  
Planning and Zoning Department

# **EXHIBIT “F”**



**ORDINANCE NO. 655**  
**Willow Wood Estates Subdivision Annexation**

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

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

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

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

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

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

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

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

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
Mayor Steven J. Rule  
City of Middleton

\_\_\_\_\_  
Becky Crofts  
City Clerk

## **EXHIBIT A**

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

March 4, 2021

Project No.: 210036

**EXHIBIT "A"**  
**WILLOW WOOD SUBDIVISION**

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

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

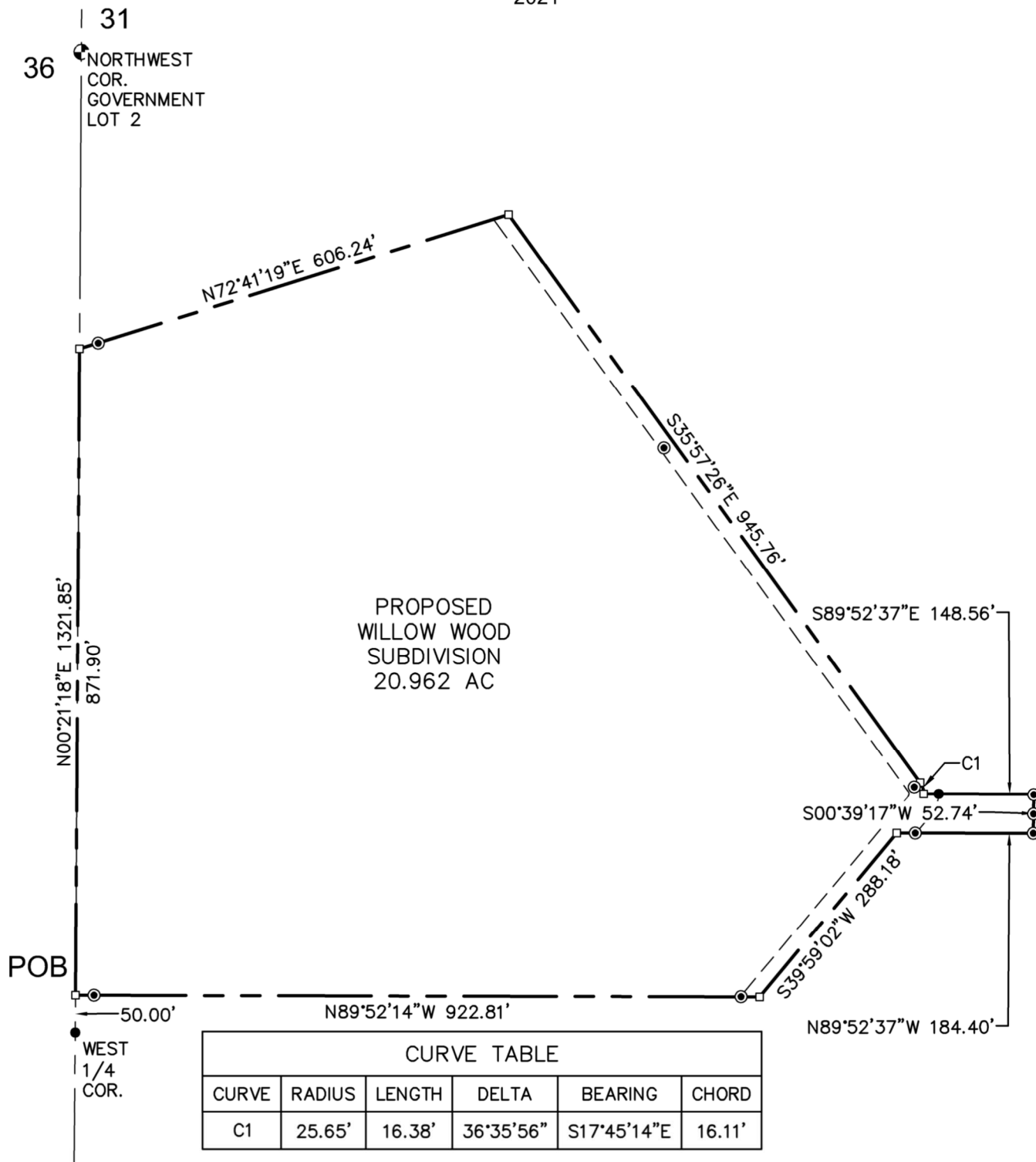
- 1) N.00°21'18"E., 50.00 feet to the **POINT OF BEGINNING**; thence, continuing along said west line,
- 2) N.00°21'18"E., 871.90 feet; thence, leaving said west line,
- 3) N.72°41'19"E., 606.24 feet; thence,
- 4) S.35°57'26"E., 945.76 feet; to the beginning of a tangent curve; thence,
- 5) Southeasterly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

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



# EXHIBIT SKETCH "B"

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



**T-O ENGINEERS**

2471 S. TITANIUM PLACE  
MERIDIAN, IDAHO 83642-6703

PHONE: (208) 323-2288

WWW.TO-ENGINEERS.COM

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

JOB: 210036



# **EXHIBIT “G”**

**PROPOSAL & CONTRACT**

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

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

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

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

Items to be provided by owner:

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

**EXCLUSIONS:**

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

**TERMS:**

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

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

---

**LURRE' CONSTRUCTION, INC.**

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

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

**BY:** \_\_\_\_\_

**Prepared by:** \_\_\_\_\_

*Timothy Dowell*

**Title:** \_\_\_\_\_

# **EXHIBIT “H”**



## CUSTOMER COST QUOTE IDAHO

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

### Construction Costs

#### Line Installation Costs

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

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<b>4. Net Line Installation Cost</b>	<b>\$3,640</b>
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#### Unusual Conditions

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

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<b>7. Net Unusual Conditions</b>	<b>\$2,275</b>
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#### Terminal Facilities Costs

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

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<b>11. Net Terminal Facilities Cost</b>	<b>\$1,968</b>
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<b>12. Underground Service and Attachment Charges</b>	<b>\$0</b>
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<b>13. Engineering Charge</b>	<b>\$0</b>
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<b>14. Permits</b>	<b>\$0</b>
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<b>15. Relocation or Removal</b>	<b>\$0</b>
----------------------------------	------------

<b>16. Miscellaneous Charges/Adjustments</b>	<b>\$0</b>
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<b>17. Net Construction Costs</b> (Line Items 4, 7, 11, 12, 13, 14, 15, 16)	<b>\$7,883</b>
---	----------------

18. Prepaid Charges (Engineering, Permits & Right-of-Way)	\$0
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19. Vested Interest Charge	\$0
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<b>20. Customer Payment Due Prior to Construction Scheduling</b>	<b>\$7,883</b>
--	----------------

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

### Notes:

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


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




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

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

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

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

 \_\_\_\_\_ **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**

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

N/A  
Customer  
initials

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

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

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

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

IDAHO POWER COMPANY  
2420 Chacartegui Ln  
Nampa, ID 83687

**SIGN HERE**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Idaho Power Representative \_\_\_\_\_ Quote Date \_\_\_\_\_

Internal use

Page 3 of 3

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

# **EXHIBIT “I”**



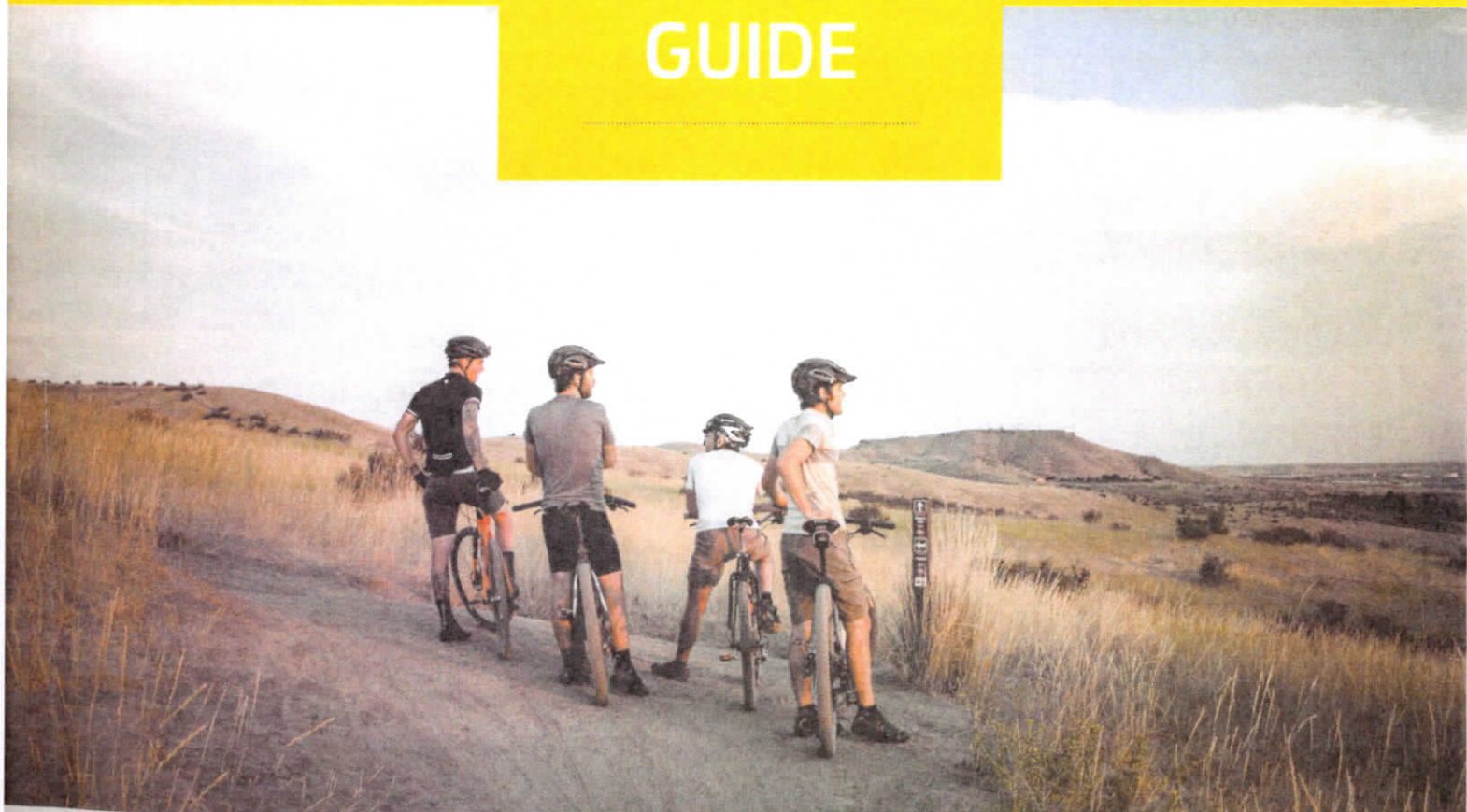


# BOISE VALLEY

## ECONOMIC PARTNERSHIP



### LOCAL PARTNER GUIDE





# ATTRACTION + RETENTION



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

## WHAT WE DO

### NATIONAL MARKETING OF BOISE METRO

Sales trips to meet with site selectors across the country.

### COMMUNITY RESOURCE CONNECTION

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

### CUSTOM DATA ANALYSIS

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

### SITE VISITS

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

## WHY WE DO IT

ENSURE  
PROSPERITY IN  
GOOD TIMES & BAD

CREATE JOBS FOR  
THOSE WHO LIVE  
HERE

BROADEN  
INDUSTRY BASE

## WHY BVEP?

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



## PROJECT WINS 2021-2011

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

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

## PROJECTS WORKED ON BY INDUSTRY

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

# STAKEHOLDER SUPPORT

## LEGISLATIVE SUPPORT FOR BUSINESS

### TAX REIMBURSEMENT INCENTIVE (TRI)

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

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

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

### WHO QUALIFIES?

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

## ANNUAL ECONOMIC SUMMIT

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

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



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



# STAKEHOLDER BENEFITS

# BVEP

## \$5,000+ ANNUAL MEMBERSHIP LEVEL

benefits include

## \$10,000+ ANNUAL MEMBERSHIP LEVEL

\$5k benefits in addition to

**CUSTOM  
MARKETING  
RESOURCES**

**LABOR FORCE  
DATA  
ANALYTICS**

**MONTHLY  
BOARD  
MEMBER  
BREAKFAST**

**BOARD OF  
DIRECTOR  
POSITION**

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

**EXCLUSIVE  
PROJECT  
UPDATE INFO**

**QUARTERLY  
BOARD  
MEETINGS**

**WEBSITE AND  
SOCIAL MEDIA  
STORY  
HIGHLIGHTS**

**ANNUAL  
RECEPTION  
NETWORKING  
EVENT**

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

**MEMBER  
DIRECTORY  
AND WEBSITE  
LISTINGS**

**QUARTERLY  
STAKEHOLDER  
SUMMITS**





# BOARD OF DIRECTORS

## EXECUTIVE BOARD



Kim Tower  
PacificSource  
Vice Chair



Justin Smith  
U.S. Bank  
Treasurer



Tom Mortell  
Hawley Troxell  
Boise Metro Chamber of  
Commerce Chairman



Clark Krause  
BVEP  
Executive Director



Sean Keithly  
City of Boise  
Working Group Chair



Bill Connors  
Boise Metro Chamber  
of Commerce CEO

## BOARD MEMBERS



Mike Adler  
Adler Industrial



Michael Aubin  
Blue Cross of Idaho



Jonathan Bagnall  
Alston Construction



Michael Ballantyne  
TOK Commercial



Andy Beltia  
Washington Trust  
Bank



Jaren Bevan  
Zions Bank



Dave Bieler  
Gardner Company



Odette Bolano  
Saint Alphonsus



Roger Brown  
Boise State University



John Brunelle  
Capital City  
Development Corp.



Tori Cleary  
City of Meridian



Mark Cleverley  
Ball Ventures Ahlquist



Don Collins  
Wells Fargo



Todd Cooper  
Idaho First Bank



Allison Cunningham  
TalentSpark



Lori Downing  
Simplot



Mason Dykes  
Idaho Central  
Credit Union



Ken Fisher  
Paradigm of  
Idaho, Inc



April Florczyk  
208 Market



Hart Gilchrist  
Intermountain Gas  
Company



Rob Gerbitz  
Hendricks Commercial  
Properties



Veronica Hern  
TitleOne



Kathy Holland  
Albertsons



Jeff Huhn  
First Interstate Bank



George Iliff  
Colliers  
International



Cory Jakobson  
Columbia Bank



Denton Kelley  
LDK Ventures



Bryan McMartin  
McAlvain Companies



Mark Mills  
Alliance Title & Escrow  
Corp.



Trent Nate  
SelectHealth



Deborah Nelson  
Givens Pursley LLP  
Past Board Chair



Kent Oram  
Idaho Central Credit  
Union



Eric Ritter  
Scentsy



Megan Ronk  
Idaho Power



Christine Rood  
Gilchrist  
College of Western Idaho



Dean Sandro  
United Heritage  
Insurance



Libba Sapitsky  
Tandem Diabetes  
Care



Scott Schlange  
KeyBank



Robyn Sellers  
City of Nampa



Dave Self  
St. Luke's  
Health System



Ken Stark  
Stark Accelerators  
Commercial  
Real Estate



Dave Swenson  
Intermountain Gas  
Company



David Ward  
Boyer Company



Duree Westover  
Experis



Tiffany Whitmore  
Saint Alphonsus  
Health System



Chandra Zenner  
Ford  
University of Idaho

## 2021 BOARD CHAIR



Phil Archer  
Fidelity National Title

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

Phil is currently the Vice-President and Idaho State Manager

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

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



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



## **Adler Industrial**

Advanced Benefits

## **Alberstons**

## **Alliance Title & Escrow Corporation**

## **Alston Construction**

## **April Florczyk Real Estate**

## **Ball Ventures Ahlquist**

Balsam Brands

Bank of America

Banner Bank

Bardenay

Block 22 Hotels

## **Blue Cross of Idaho**

Boise Airport

Boise Convention & Visitors Bureau

Boise Regional Realtors

## **Boise State University**

## **Boyer Company**

Brighton Corporation

Brookfield Properties (Boise Towne Square)

Business Interiors of Idaho

## **Capital City Development Corporation (CCDC)**

Capital Matrix

CenterCal Properties, LLC

Chase Bank

## **City of Boise**

City of Caldwell

City of Eagle

City of Garden City

City of Kuna

## **City of Meridian**

City of Mountain Home

## **City of Nampa**

CliftonLarsonAllen, LLP

Coldwell Banker-Tomlinson Group

College of Western Idaho (CWI)

## **Colliers International**

## **Columbia Bank**

Cushing Terrell

Cushman & Wakefield Pacific

Cutting Edge Landscape

D.L. Evans Bank

Elwood Staffing

ESI Construction

## **Experis**

## **Fidelity National Title Company**

## **First Interstate Bank**

Franklin Building Supply

## **Gardner Company**

## **Givens Pursely, LLP.**

Group One | Sotheby's International Realty

## **Hawley Troxell**

Hayden Homes

HC Company

HDR, Inc.

## **Hendricks Commercial Properties**

Holland & Hart

Hotel 43

## **Idaho Central Credit Union**

## **Idaho First Bank**

Idaho Housing & Finance Association

## **Idaho Power Company**

Idaho Trust Bank

## **Intermountain Gas Company**

## **J.R. Simplot Company**

K2 Construction

## **KeyBank N.A.**

KPMG

## **LDK Ventures**

## **McAlvain Companies, Inc.**

Merchants Moving & Storage, Inc.

Meridian Chamber of Commerce

Mike Brown Group Realty

Moreton

Mountain West Bank

Northwest Nazarene University

Oppenheimer Companies, Inc.

## **PacificSource Health Plans**

## **Paradigm of Idaho, Inc.**

Paragon Corporate Housing

Payette Brewing

Paylocity

PayneWest Insurance

Petra, Inc.

## **Pioneer Title Company of Ada County**

Rafanelli & Nahas

Regence BlueShield of Idaho

Republic Services

## **Saint Alphonsus Health System Scentsy**

## **SelectHealth**

Sparklight

## **St. Luke's Health Systems**

## **Stark Accelerators Commercial Real Estate**

Stoel Rives LLP

Suez Water

Sundance Company

## **TalentSpark**

## **Tandem Diabetes**

Tenant Reality Advisors

Terracon

## **TitleOne Corporation**

## **TOK Commercial Real Estate**

## **U.S. Bank**

## **United Heritage Financial Group**

University of Idaho - Boise

Washington Trust Bank

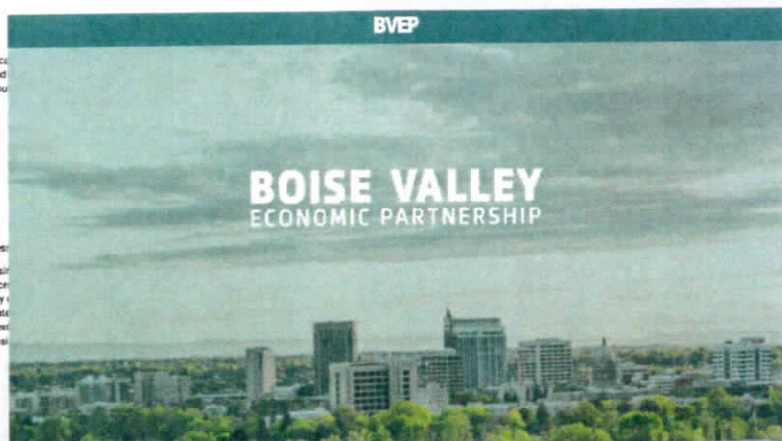
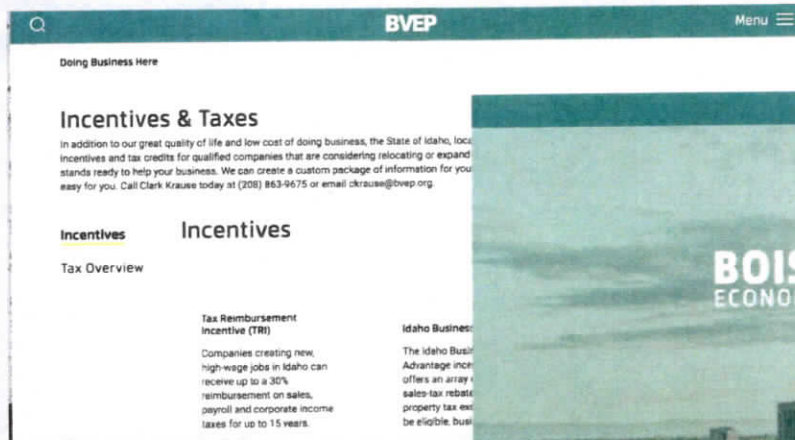
## **Wells Fargo Bank, N.A.**

White-Leasure Development Company

Windermere Real Estate Professionals

## **Zions Bank**

# RESOURCES



[BVEP.ORG](http://BVEP.ORG)

YouTube BVEP

Twitter BVEP

InstagramBoiseValleyEconomicPartnership

FacebookBoiseValleyEconomicPartnership

## CONTACT US



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### NATIONAL

## ACCOLADES

#1 Best Place to Live  
*Livability, March 2019*

#5 Best States  
*US News & World Report*

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

#6 Most Best Performing City  
*Miliken Institute, February 2021*

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

#1 Moving Destination  
*National Movers Study, January 2020*

#14 Best Work Life Balance  
*SmartAsset, January 2021*

Running list of accolades: [bvep.org/lifestyle/national-accolades](http://bvep.org/lifestyle/national-accolades)



# **EXHIBIT “J”**