MIDDLETON CITY COUNCIL MINUTES
SEPTEMBER 15, 2021

The Middleton City Council meeting on September 15, 2021 was called-to-order at 5:33 p.m. by Mayor Rule.

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

Pledge of Allegiance, Invocation: Jennica Reynolds

Action Items

A. Approve Amended Agenda

Motion: Motion by Council President Kiser to approve the Amended Agenda as posted August 14, 2021 at 5:10 p.m. Motion seconded by Council Member Garner and approved unanimously.

Information Items:

1. City of Middleton City Council Elections

Mayor Rule called the item and Becky Crofts informed the council that there are two council seats up for election on November 2, 2021 with three candidates running for the positions.

Action Items

1. Consent Agenda (items of routine administrative business)
    a. Consider approving minutes for City Council September 1, 2021 regular meeting, approving amended minutes from August 4, 2021 due to an omission in a motion regarding the budget amount and August 18, 2021 due to a typo on the agenda for the meeting.
    b. Consider ratifying payroll for September 10, 2021 in the amount of $76,646.94
    c. Consider approving accounts payable thru September 9, 2021 in the amount of $627,885.02.

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

Motion: Motion by Council President Kiser approve Consent Agenda Items 1a - c. Motion seconded by Council Member O'Meara and approved unanimously.

2. Consider appointing Wade Wroten to the Library Board to serve a term of 5 years from September 1, 2021 to September 1, 2025

Mayor Rule called the item and introduced Wade Wroten. Wade introduced himself and gave a quick summary of his experience and stated he has lived in Middleton for about a year in Stonehaven. He is enjoying substitute teaching here in Middleton. He hopes he can be a benefit to the community by serving. Mayor Rule interviewed Mr. Wroten and feels he would be a good fit to serve on the Library Board.

Motion: Motion by Council President Kiser approve the appointment of Wade Wroten to the Library Board to serve from September 2021 to September 2025 (first stated 2026 and amended motion to state 2025). Motion seconded by Council Member Garner and approved unanimously.

3. Consider approving FCOs–
   a. Blake Wolf McKinley Meadows Townhome Subdivision Development Agreement Modification; EXHIBIT A
   b. Sterling Lakes Land Development, Inc. and David Sterling for annexation/rezone, preliminary plat, and development agreement with respect to the Sterling Lakes Subdivision; EXHIBIT B
   c. Jane Suggs/Gem State Planning for Preliminary Plat and Development Agreement termination with respect to the Waverly Park Subdivision; EXHIBIT C
   d. Breckon Design for Robert Brian Burnett, Drake Investments, Deep River Investments & Deep Water LLC for Annexation/Rezone, Preliminary Plat, Development Agreement Modification, and Comprehensive Plan Map Amendment with respect to the River Pointe Subdivision; EXHIBIT D

   Mayor Rule called the item and city staff presented the attached exhibits.

   Motion: Motion by Council President Kiser to accept the Findings of Facts and Conclusions of Law set forth in the Planning Department's presentation and Staff Report. Motion seconded by Council Member O'Meara and approved unanimously.

4. **Public Hearing:** Consider Application of the City of Middleton, Canyon County, Idaho amending the 2019 Comprehensive Plan maps: (1) Area of Impact Map, (2) Functional Classification Map, (3) Transit Map, (4) Future Land Use Map, (5) Transportation, Schools, and Recreation Map and (6) Future Acquisitions Map. The City of Middleton will further apply to delete the following Maps from the 2019 Comprehensive Plan: (1) Crane Creek Park Map, (2) 2018 Current Land Use Map, and (3) River Park Plan Map. Consider adopting Resolution No. 460-21. EXHIBITS E-I

   Mayor Rule Opened the Public Hearing at 5:43 PM
   Mayor publicly clarified his family relation to the Rule's who own property that will be affected by the bypass. The property was owned by his sister-in-law's family and is currently owned by her and Andy Rule. Mayor Rule has no ownership or financial interest in any of the property affected by this proposal. All other council members stated that they also have no ownership or financial interest in any of the properties.

   Roberta Stewart, City Planner—presented *Exhibit J* to the staff's report—a letter from Rebecca Garner into the record. Roberta gave the staff presentation Exhibit E.

   Becky Crofts, City Administrator—presented history of the SH 44 bypass proposal. Exhibit F.

Idaho Department of Transportation—Caleb Lakey, Canyon Highway District 4—Chris Hopper and COMPASS Executive Director—Matt Stoll: Presented Exhibit G and answered questions. Council President Kiser commented that the environmental study started in 1999 and that has yet to be completed. Also commented regarding funding and if the funds were committed to this project. The funds haven't been committed to a specific project.
Mayor Rule asked if the funds that are proposed are specifically for the Middleton areas bypass or if they are for the entire project from I-84 to Eagle. The total cost is for the total project from I-84 to Eagle.
*Chris Hopper clarified that CHD is a separate entity from ITD.

Mayor called a recess at 6:57 PM—Public Hearing resumed at 7:05 PM

Clark Wardle, Middleton Legal Counsel— Exhibit H Council Member O'Meara thanked Mr. Wardle for his presentation and the information he presented.

Becky Crofts, City Administrator—The city has some ideas and proposals to make improvements to the city and address many areas including: school drop off for Cemetery Road, creating a commercial corridor ("Middleton needs commercial development"). Becky presented the concept for Middleton River Walk Exhibit I.

Mayor Rule Opened the Hearing for Public Testimony:

- Todd McCauley—3151 W. State, Eagle: he is a developer representing the Watkins family. He understands the difficult decision the council faces with regards to this issue. The developer has plans for approximately 120 acres in this area and if the bypass remains their development won't be possible. About half of the property will be for commercial development which will benefit the City of Middleton. One of the commercial properties planned is a waterfront hotel. They feel their project will support the River Walk concept. Their proposed project would provide local jobs and as well as services not currently available in Middleton. If the bypass goes through that property they believe it would severely damage their proposed project. Unfortunately, it would cause the developer to withdraw from the project because they don't believe they could get their investment back.
- Shaleen Stevenson—78 Greenlinks: stated she lives at the far end of the proposed bypass. Her husband uses a motorized chair and she sees no way of him getting across an expressway. She feels that the citizens deserve an easy access to businesses in the community and to other community members. She feels that getting on an expressway to get to a friends house who lives three blocks away doesn't make sense.
- Pat Watkins—10038 Turner Dr: stated they were in favor of "scrapping" the bypass. She suggested they consider a bypass either further north or at a different option for a bypass.
- Matt Watkins—10669 Highway 44: stated that he is a Watkins and has "skin in the game" but the Middleton community is important to him. His family has been here for generations. He appreciates what ITD has done—he has attended a few meetings with them. He has heard several different timelines at these

meetings. He is in favor of the city's plans and appreciates the work the city has put into the project. He feels that larger agencies are concerned with "regional traffic" not necessarily concerned about Middleton. He feel that the city needs to concentrate on what is best for Middleton.

- Tyler Hess—Purple Sage Estates 15031Spyglass Lane: he is the developer. They have been working on the plans for about 2.5 years. They are looking for a way to solve the issues with access and add commercial. They can't get a definitive timeline from ITD. The local collector proposal will help solve Middleton's problems now—with the 95% residential the city needs to have opportunities to add more commercial. To become a sustainable city.
- Spencer Kofoed—8454 Brookhaven Place: He is partners with Tyler and helping the Watkins. He agreed with the statements by Mr. Watkins and Mr. Hess and is in favor of amending the comprehensive plan to remove the bypass.
- Theo Hanson—7817 E Manchester Rd Nampa: Mr. Hanson is also part of the team working to develop the property—with the developers and Watkins family. These developers have cash to make this project happen—ITD hasn't promised that. He spoke on the rights of property owners to be able to do with their property as they wish. He feels that the project would be a long term value added to this community. He is in favor of the bypass being deleted.
- Jackie Hutchinson—8046 Goldstream Ct: Ms. Hutchinson stated she contacted an attorney and needs to clarify that she is a commissioner of the Planning and Zoning but she was not representing the P & Z in her statements. She is speaking as a tax payer for the City of Middleton. Ms. Hutchinson stated that the properties proposed with the development would be too expensive for the majority of people here to afford. Most of the businesses would come from outside this area. She feels that if the bypass is eliminated it will be the "death toll" for Middleton Main Street. She contacted Caleb at ITD and asked him if they would really tear down 77 buildings and homes—"his answer was yes." She stated that by the time this takes place all present would be gone or retired and ITD will be blamed. She was opposed to the bypass.
- Joni Payne Rule—13243 Ballard Lane: her family owns most of the property on the west end of Middleton—the property the Mayor referred to in his disclosure. The congestion and traffic is an issue all over but especially near Highway 30. She stated that there are alternatives to the bypass. She has seen several different proposed bypass maps throughout the years some not showing her home that was built prior to the map. She doesn't want to see a 5-lane bypass taking up most of her property. She believes there are other options that should be considered. She is totally against the bypass.
- Jay Gibbons—10167 Willis Road: Chairman of Canyon Highway District 4. Referenced several projects completed by the city of Middleton over the past several years and feels that the proposed River Walk would be years before it comes to fruition. He is opposed to the changes to the comp plan maps and in favor of keeping the bypass plan in place. Council President Kiser asked Mr. Gibbons what ITD has accomplished in the past 20 years in the Middleton area. Mr. Gibbons stated that isn't for him to answer—his response "20 years ago there wasn't a need for Middleton to have a bypass until now. And now is the time for bypass. Council Member O'Meara spoke to Mr. Gibbons asking if it is

still under consideration to for the acquisition of land in order to create an interstate bypass so that trucks could move through the area without going through Boise. Mr. Gibbons stated that it was discussed several years ago but hasn't been discussed for the past 6-7 years. Council Member O'Meara asked if there was any discussion regarding building/expanding Highway 55/16 behind Eagle and continue behind Star. Mr. Gibbons that there have always been little tidbits about that but nothing.

- David Morgan—5345 Karen Drive owner of three lots on Main Street: He acknowledged the improvements to the downtown area over the past several years on both city owned property and private businesses. He feels that if some sort of bypass isn't put in place the downtown Main Street will go on a downhill trend. Middleton Main Street is owned by ITD and if the expansion of Highway 44 were to go down Main Street it would eliminate several businesses that are in the path. He loves the idea of commercial down by the river but he worries about it might affect others in a negative way.
- Don Reynolds—452 E Walcott Lake Ct: He acknowledged the work that has gone into the presentations on all sides. Noting Mr. Wardle's presentation with regards to moving traffic. He also stated that the river is an unused amenity in the community. He feels it is important to consider the current traffic needs in Middleton. He feels the city staff has done a great job of addressing these current issues and looking into the future needs of the city.
- Jody Taylor—1068 S Twin Lakes Ave: She indicated that if the bypass were to be put in she had requested that berms and sound protection be put in. She also stated her concern that the bypass would cut off access by travelers to businesses which would be detrimental to those businesses. She suggested that the bypass be put in someplace else where they are already expanding and not in Middleton.
- Todd Lakey—12905 Venezia, Nampa: Supported the staff recommendation and analysis regarding the changes to the comprehensive plan. He has observed the lack of progress over the years on the project. Mr. Lakey indicated support of Mr. Wardle's comments in his presentation. He requested the council support the changes to the comprehensive plan maps.
- Nicole Spencer—660 E Civic Lane, Eagle: Testified as neutral. Gave information regarding how the City of Eagle has adapted and flourished after the bypass was put in the community. She spoke of pedestrian/bike crossings and the positive impact it has had on that community. Ms. Spencer spoke as to how difficult an alternative route to the north would be to build due to the terrain. She spoke to the River District in Eagle and how it is thriving. She answered questions from council members about the accesses into the city off of Highway 44.
- Brent Dutson—23725 Lansing: stated that he is in favor of the bypass. The city needs to take measures to preserve and beautify downtown. Surrounding communities are growing rapidly and Middleton will too. He feels that if the bypass doesn't go in it will cause the need for a multi-lane highway right through downtown.
- Matt Wilke— spoke in support of the city's plans to eliminate the bypass from the comprehensive plan maps. He is a developer and has run into roadblocks

with regards to the proposed bypass when planning developments. He doesn't feel that there would actually by 76 properties affected if the highway were to remain through Middleton. The proposed plan by the city would open up more residential and commercial opportunities into the future.

- Marci Higginson—1773 Windmill Springs Ct: spoke in favor of the city's plan to amend the comprehensive plan maps. She owns property that is directly affected by the bypass and the city's proposed plan for the area. After doing research she changed her opinion of the bypass and is now in favor of eliminating it from the comp plan maps. She feels this new plan offers more opportunities for commercial development and access to Middleton. She feels that the city's plan presented at the meeting is the future for Middleton.
- Nathan Dale—1946 Ridgeway: He has a degree in Urban Development. He feels that progress with the ITD and state funding for highway/road projects is directly related to raising gas taxes—not raising has limited the resources available to fund construction and maintenance. He stated he is against eliminating the bypass and referenced Eagle and how it worked there.
- Nicole Cherry—157 Voyager: spoke in favor of the city's plan to eliminate the bypass from the comprehensive plan maps. She stated that her heart changed after seeing the city's presentation. She was unclear as to why the project has been passed over for funding in the past. There are too many people here and not enough options to move people. The place she came from used to be a small town and now she likened it to a concrete jungle.
- Gregg Winchester—916 Silver Springs St: has lived in Middleton since 2017. They moved to Middleton for the affordability of homes, town size and the potential for the town. When he came to the meeting he was in favor of the bypass but after listening to the presentations and testimony he thinks there may be a better option.
- Julie DeLorenzo—ITD Board: she has served on the ITD board for 10 years. Ms. DeLorenzo stated that it isn't the charge of the board to move traffic/cars it is their charge for safety, mobility and economic opportunity. They work to find the best ways to make those things happen. Funding has always been an issue and there wasn't additional funding for expansion—that is what the bypass is. The maintenance of current roads/highways has taken up the majority of the funding. Recently, there has been additional funding added to ITD and added a bonding capability. The bypass was never at the bottom of the list it is based on safety and capacity. The reason projects lower on the priority list have been funding is due to the fact that they qualified for Garvey funding. It wasn't that the Middleton (Highway 44) bypass wasn't important it was due to a lack of funding. Middleton is "...absolutely at the top of the pile—very close, if not the top one for this district. So if you decide you want the bypass the funding is going to be there". If Middleton wants it ITD will work to make it happen.
- Dan McElhinney—ITD Chief Operations Officer: proposed that the city wait for the environmental assessment. The draft has been finished and then it goes to the public meeting process at which time ITD would be working closely with the city staff. If it is determined after the process that the bypass isn't the preferred option other options would be looked at. The environmental document is on

track for completion later next year. If the bypass is removed from the comprehensive plan that ends the process it would have to be started over.

- Crissy Irvin—6183 W Founders, Eagle: owns a business on Main Street. She spoke against eliminating the bypass. She is concerned about having the building her business is currently in destroyed if the bypass doesn't go in and they expand the highway through downtown. She is concerned for her employees if something were to happen to the business. She understands the need for new commercial in Middleton but also wants to preserve the current.
- Janene Lawrence—1013 W Main St: spoke in opposition of the city removing the bypass from the comprehensive plan maps. She owns property on Main Street. She is concerned with the truck traffic coming through town and a bypass would help this. She is in favor of keeping the bypass.
- Marianne Chaney—855 Red Fern Rd: owns property on Main Street with several renters. She doesn't like the idea of having 5 lanes of traffic through downtown Middleton. If her business were demolished it would cost her $3-5 million to relocate someplace else. She asked that the city make it work with the bypass.

Mayor called a recess at 9:18 PM—Public Hearing resumed at 9:27 PM

Motion: Motion by Council President Kiser to close the public testimony at 9:28 PM. Motion seconded by Council Member O'Meara and approved unanimously.

Mayor Rule closed public testimony. Mayor Rule thanked ITD, COMPASS, CHD and the public for their participation in the public hearing.

Council Discussion:

Council President Kiser: He stated that he is struggling with the concepts and understands that either decision someone will be impacted. He really doesn't like the idea of the highway expanding downtown. The city needs to evaluate the best way to move people. He was considering what is in the best interest of Middleton residents. Weighing what the impact will be to proceed with changes now vs. waiting another year—to see if the environmental studies completed. He wondered what it would be like to hold off another year to see how the environmental studies come back—but if the council decided to do that there would need to be a time limit set on that. The city can't wait that much longer. The city needs to move forward with how they can create a better community with more businesses, more walkability and better access.

Council Member Garner: He stated feels that the city needs some kind of bypass—something to help move traffic. He is not in favor of it coming through and destroying the current downtown. He would love to see Middleton have something similar to Indian Creek Plaza. He feels that the proposal from city staff would be an amenity that would benefit the entire Boise Valley. The area needs more bridges and other alternatives should be considered. He is still in favor of eliminating the bypass and finding an alternative route.

Mayor Rule: Mayor stated that large firms are interested in the property now. He feels that extending timelines will cause developers to go away. Setting aside right of way for future without a timeline discourages large developers. If the decision is delayed for

another year to wait for more information it will delay progress further. The proposed plan almost completely eliminates access to downtown. The city has been unable to get a definitive answer from ITD regarding the timeline and confirmation of funding for the project. The city needs to grow commercial so that it is able to expand where needed—police. neighboring cities have commerce and industry that Middleton just doesn't currently have. It will take additional funding to expand pubic safety like people want. He feels that the council needs to consider these things when making their decision.

Council Member O'Meara: He stated that he is in favor of eliminating the bypass from the comp. plan maps.

Council Member Garner: He stated that the time for the bypass has passed.

Council Member O'Meara: He stated that he likes the idea of the city having a green scape area—it will someday be a beautiful asset to the city. He feels that putting an interstate sized road through the area near the rive would be a "shooting ourselves in the foot".

Council President Kiser: He stated that our town is changing.

Public Hearing closed—9:49 PM

Motion: Motion by Council President Kiser to approve the findings of fact and conclusions of law ser forth by the planning department's presentation and staff. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the City's request to amend the Area of Impact Map in the 2019 Comprehensive Plan subject to the condition that Canyon County approves the revision to the Area of Impact boundary at a later date. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the request to amend the Future Land Use Map in the 2019 Comprehensive Plan subject to the condition that Canyon County approves the revision to the Area of Impact boundary at a later date. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the request to amend the Transportation, Schools & Recreation Map in the 2019 Comprehensive Plan subject to the condition that Canyon County approves the revision to the Area of Impact boundary at a later date. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the request to amend the Transit Map in the 2019 Comprehensive Plan subject to the condition that Canyon County approves the revision to the Area of Impact boundary at a later date. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the request to amend the Functional Classification Map in the 2019 Comprehensive Plan subject to the condition that Canyon County approves the revision to the Area of Impact boundary at a later date.

Motion seconded by Council Member Garner and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the request to amend the Future Acquisitions Map in the 2019 Comprehensive Plan subject to the condition that Canyon County approves the revision to the Area of Impact boundary at a later date. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the request to delete the Crane Creek Park map in the 2019 Comprehensive Plan. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the request to delete the 2018 Land Use Map in the 2019 Comprehensive Plan. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve the request to delete the River Park Plan Map in the 2019 Comprehensive Plan. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to approve Resolution 460-21 to amend six maps and delete three maps in the 2019 Comprehensive Plan. Motion seconded by Counci Member Garner and approved unanimously by roll call vote.

Note: (Public Hearings Combined for Agenda Items 5 & 6)

5. **Public Hearing:** Consider adopting Resolution No. 458-21 of the City of Middleton, Canyon County, Idaho amending the comprehensive plan by replacing Appending C, "Capital Improvement Plan – Transportation System" with a new Capital Improvement Plan, Transportation Study, and Technical Memorandum for traffic impact and mitigation in the City of Middleton. The City shall make available to the public, upon request, the following: proposed land use assumptions and a copy of the proposed amendments to the capital improvements plan. The Planning and Zoning Commission has recommended approval of the foregoing amendment.

   Mayor Rule opened the public hearing at 9:49 PM

   Mayor Rule apologized to the Canyon Highway District for not informing them that this public hearing would be postponed due to staff illness at the meeting on August 18, 2021.

   Chris Hopper gave a presentation on the Mid-Star Capital Improvement Plan. EXHIBIT J

6. **Public Hearing:** Consider adopting AMENDED AND RESTATED ORDINANCE NO. 591 OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO RELATED TO MIDDLETON TRANSPORTATION IMPACT FEES; PROVIDING APPLICABLE IMPACT FEES BY USE CATEGORY; PROVIDING FOR THE IMPOSITION, COMPUTATION, AND PAYMENT OF SAID FEE; PROVIDING FOR THE ESTABLISHMENT OF AN IMPACT FEE FUND; PROVIDING FOR EXEMPTIONS,

REFUNDS, CREDITS AND WAIVERS OF THE IMPACT FEES; ADOPTING GENERAL PROVISIONS; PROVIDING FOR APPEALS; AND PROVIDING AN EFFECTIVE DATE. THE CITY SHALL MAKE AVAILABLE TO THE PUBLIC, UPON REQUEST, THE FOLLOWING: PROPOSED LAND USE ASSUMPTIONS AND A COPY OF THE PROPOSED AMENDMENT TO THE CAPITAL IMPROVEMENT PLAN AND CITY CODE.

Mayor Rule opened the public hearing at 9:49 PM (Public Hearings Combined for Agenda Items 5 & 6)

Becky Crofts presented EXHIBIT K for the City of Middleton.

Mayor Rule closed public testimony at 10:19 PM.

Motion: Motion by Council President Kiser to close the public hearings at 10:20 PM. Motion seconded by Council Member Garner and approved unanimously by roll call vote

Motion: Motion by Council President Kiser to Resolution No. 458-21 of the City of Middleton, Canyon County, Idaho amending the comprehensive plan by replacing Appending C, "Capital Improvement Plan – Transportation System" with a new Capital Improvement Plan, Transportation Study, and Technical Memorandum for traffic impact and mitigation in the City of Middleton. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser to amend and restate Ordinance 591 after it is read by title only: AMENDED AND RESTATED ORDINANCE NO. 591 OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO RELATED TO MIDDLETON TRANSPORTATION IMPACT FEES; PROVIDING APPLICABLE IMPACT FEES BY USE CATEGORY; PROVIDING FOR THE IMPOSITION, COMPUTATION, AND PAYMENT OF SAID FEE; PROVIDING FOR THE ESTABLISHMENT OF AN IMPACT FEE FUND; PROVIDING FOR EXEMPTIONS, REFUNDS, CREDITS AND WAIVERS OF THE IMPACT FEES; ADOPTING GENERAL PROVISIONS; PROVIDING FOR APPEALS; AND PROVIDING AN EFFECTIVE DATE. THE CITY SHALL MAKE AVAILABLE TO THE PUBLIC, UPON REQUEST, THE FOLLOWING: PROPOSED LAND USE ASSUMPTIONS AND A COPY OF THE PROPOSED AMENDMENT TO THE CAPITAL IMPROVEMENT PLAN AND CITY CODE. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

7. **Public Hearing:** Consider adopting ORDINANCE NO. 650 OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO AMENDING MIDDLETON CITY CODE § 1-16-14(A) TO CLARIFY THE CURRENTLY APPLICABLE PARKS IMPACT FEE; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. THE CITY SHALL MAKE AVAILABLE TO THE PUBLIC, UPON REQUEST, THE FOLLOWING: PROPOSED LAND USE ASSUMPTIONS AND A COPY OF THE PROPOSED AMENDMENT TO THE CITY CODE.

Mayor Rule opened the public hearing at 10:23 PM
Becky Crofts presented EXHIBIT L.

There was no discussion or public comments.

Motion: Motion by Council President Kiser to close the public hearing at 10:24 PM. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

Motion: Motion by Council President Kiser read Ordinance No. 650 by title only for the first reading. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

Council President Kiser read aloud Ordinance 650 by title only.

Motion: Motion by Council President Kiser to waive the three reading rule and pass Ordinance 650 after reading by title only. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

8. **Public Hearing:** Consider approving Ordinance 651 AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON, COUNTY, IDAHO, ENTITLED THE "AMENDED ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020," APPROPRIATING $591,900, IN ADDITION TO THE $12,906,757 ALREADY APPROPROATED, AND DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY OF MIDDLETON, IDAHO FOR FISCAL YEAR 2021.

   Mayor Rule opened the public hearing at 10:26 PM

   Wendy Miles presented EXHIBIT M explaining amending the appropriations budget for Fy2021.
   There was no discussion or public comments.

   Motion: Motion by Council President Kiser to close the public hearing at 10:32 PM. Motion seconded by Council Member Garner and approved unanimously by roll call vote.

   Council President Kiser read aloud Ordinance 651 by title only.

   Motion: Motion by Council President Kiser to waive the three reading rule and pass Ordinance 651 after reading by title only. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

9. Consider approving estimate from J Rhode Building Systems for a storage structure for the wastewater treatment re-use materials/supplies in an amount not to exceed $20,494.50.

   Mayor Rule called the item and Becky Crofts spoke on the structure. The item is a metal structure with one man door and two roll up doors. This structure is temporary but can be reused in the city. The current need is for the sand filters used to clean the

water. This is an affordable option until a permanent structure can be built. The structure needs to be in place before winter to protect the system.

Motion: Motion by Council President Kiser to approve the building estimate from J Rhode Building Systems for a storage structure for the wastewater treatment reuse materials supply in an amount not to exceed $20,494.50. Motion seconded by Council Member O'Meara and approved unanimously.

10. Consider approving payment to the Idaho Transportation Department in an amount not to exceed $261,072.67 for the following change orders: $50,545.00 for lower irrigation line, $64,561.50 for vinyl fence, $67,860.00 to move waterline at box culvert in Phase II, $42,113.00 to relocate waterline at bridge in Phase I, $35,993.17 for road construction in Phase II.

Mayor Rule called the item and Becky Crofts spoke regarding ITD payment for the items above. This is a bargain for the city and allows the city to move forward with the next phase much faster than originally anticipated.

Motion: Motion by Council President Kiser to approve payment to the Idaho Transportation Department in an amount not to exceed $261,072.67 for the following change orders: $50,545.00 for lower irrigation line, $64,561.50 for vinyl fence, $67,860.00 to move waterline at box culvert in Phase II, $42,113.00 to relocate waterline at bridge in Phase I, $35,993.17 for road construction in Phase II. Motion seconded by Council Member O'Meara and approved unanimously.

11. Consider approving Ordinance 652—Sterling Lakes 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.

Mayor Rule called the item and Becky Crofts presented EXHIBIT N

Council President Kiser read aloud Ordinance 652 by title only.

Motion: Motion by Council President Kiser to waive the three reading rule and pass Ordinance 652 after reading by title only. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

12. Consider approving Ordinance 653—River Pointe 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.

Mayor Rule called the item and Becky Crofts presented EXHIBIT O

Council President Kiser read aloud Ordinance 653 by title only.

Motion: Motion by Council President Kiser to waive the three reading rule and pass Ordinance 653 after reading by title only. Motion seconded by Council Member O'Meara and approved unanimously by roll call vote.

13. Consider approving estimate from Meridian Fence for a security gate for the public works shop in an amount not to exceed $19,450.61.

Mayor Rule called the item and Wendy Miles explained that this security fence would replace the current fence which is left open during the day with a new more secure fence that will require a passcode or card for entrance to make the Public Works area more secure.

Motion: Motion by Council President Kiser to approve the estimate from Meridian Fence for a security gate for the public works shop in an amount not to exceed $19,450.61.Motion seconded by Council Member Garner and approved unanimously.

14. Consider approving quote from Auto Ranch Group to purchase two F-250 vehicles for the public works department in an amount not to exceed $63,838.00. To be purchased in the FY2022 budget.

Mayor Rule called the item and Wendy Miles presented the item. She stated that these will be for FY2022 budget but it takes approximately six months to get the trucks so they need to be ordered now.

Motion: Motion by Council President Kiser to approve the quote from Auto Ranch Group to purchase two F-250 vehicles for the public works department in an amount not to exceed $63,838.00. To be purchased in the FY2022 budget. Seconded by Council Member Garner and approved unanimously.

Public Comment:

Jody Taylor—1068 S Twin Lakes Ave: came to the meeting to talk about Sawtooth Avenue/Cemetery Road "shortcut" many people refer to this as "the byass and it is not". Her concern is regarding the proposed speed limit on Cemetery Road being 30 miles per hour and people will drive faster and not slow down when they reach the subdivision and Sawtooth Avenue. She expressed concern for the children and families in that area if people are speeding on that road. She requested that the city consider a lower speed limit in that area. Asked that the council consider the children in that area. Mayor Rule thanked her for her testimony and stated that the city is working with the police regarding the speed limit in that area. He didn't commit to lowering it but did state that it is being evaluated.

Staff/Council Comment:

City Administrator, Becky Crofts—updated the council on South Cemetery Road. The contractor is waiting for the samples for paving to be approved. Once the paving mix is approved, they will proceed with the paving. The anticipated opening is November 1, 2021. The fencing that was approved will start at Highway 44 and go East. There are some irrigation structures the city is working around. There will be a new traffic plan implemented as soon as the end of this week for Sawtooth Lake Drive and that area.

Adjourn: Mayor Rule adjourned the city council meeting at 10:55 p.m.

Steven J. Rule, Mayor

ATTEST:

Rhonda Carpenter, Deputy Clerk
Minutes Approved: October 6, 2021

EXHIBIT “A”

Middleton City Council

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

In the Matter of the Request of Blake Wolf to amend that certain Development Agreement filed as Instrument No. 2017-009379 in the records of Canyon County, Idaho, to allow the construction of four 4-plex townhomes instead of commercial buildings on Lot 1, Block 1 in the McKinley Meadows Townhome Subdivision. The subject property is located at the northwest corner of Middleton Road and Cornell Street (Tax Parcel No. R1848060).

A. Findings of Fact:

1. Hearing Facts: (See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.)

2. Process Facts: (See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.)

3. Application and Property Facts: (See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.)

4. Required Findings per Middleton City Code 1-14, 1-15, 5-1, 5-2 and 5-3 and Idaho Code Sec., 67-65: (See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.)

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 comment(s) received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction and comment(s) received in written form and through public testimony.

3. That notice of the application and public hearing were given according to law.

4. That City Council's public hearings were conducted according to law, and the city has kept a record of the application and related documents.

5. That codes applicable to the application are Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4.

C. Decision and Order:

<u>Key Issues of discussion by City Council:</u>

1. The Development Agreement has been in place since 2017. In the Development

Agreement the Lot 1, Block 1 of the Subdivision is designated for specific and limited commercial use. The Development Agreement is a binding contract, and Owner/Applicant requested and applied for the 2017 Development Agreement and the provisions set forth in the agreement.

2. Additional Townhomes are inappropriate The city is looking to bring more commercial developments to Middleton so allowing residential use on a specific commercial lot is not in accordance with the overall planning of the city.

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, conclusions of law, and key issues of discussion**, it is hereby ordered that:**

The application of Blake Wolf to amend the Development Agreement to allow the construction of four 4-plex townhomes instead of commercial buildings on Lot 1, Block 1 in the McKinley Meadows Townhome Subdivision is denied.

D. Right to Request Regulatory Taking Analysis:

The Applicant is hereby notified of his rights to request a regulatory taking analysis pursuant to section 67-8003, Idaho Code.

WRITTEN ORDER AND DECISION APPROVED ON: September _____, 2021.

_____
Steven J. Rule, Mayor
Middleton City Council

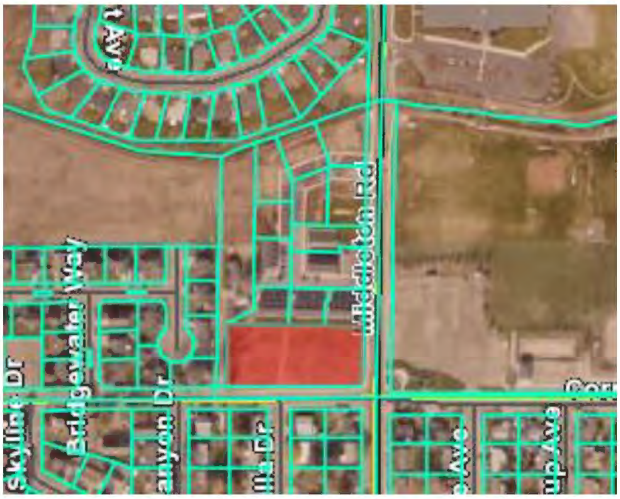
Attest:

_____
Jennica Reynolds
Planning and Zoning Department

Exhibit A

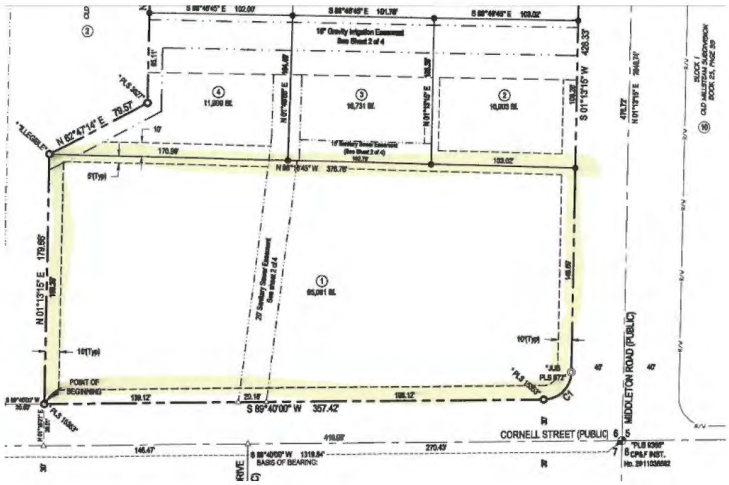
STAFF REVIEW AND REPORT
Middleton City Council

McKinley Meadows Townhomes Subdivision – Blake Wolf
Development Agreement Modification Application



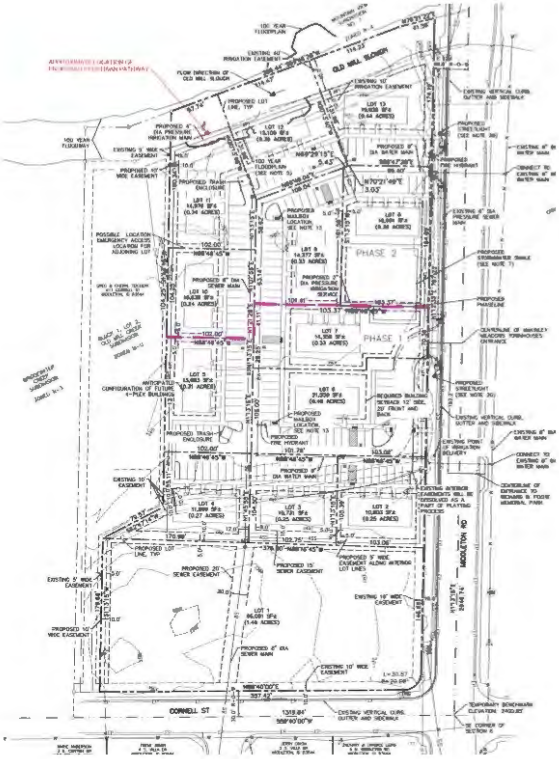
A. City Council Hearing Date: September 1, 2021

B. Application Request and Project Description: Application by Blake Wolf to the Development Agreement for McKinley Meadows Townhome Subdivision, to allow the construction of four 4-plex townhomes instead of commercial buildings on Lot 1, Block 1 in the McKinley Meadows Townhome Subdivision. The subject property is located at the northwest corner of Middleton Road and Cornell Street (Tax Parcel No. R1848060).

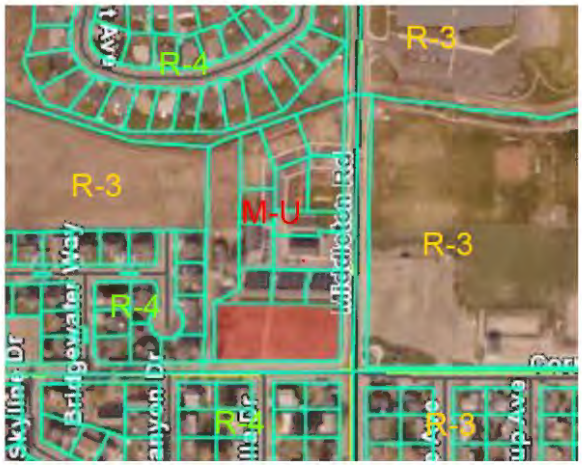


C. History and Current Zoning: In February 2017 the property was rezoned from R-3 (Single-Family Residential) to M-U (Mixed Use). A Development Agreement was

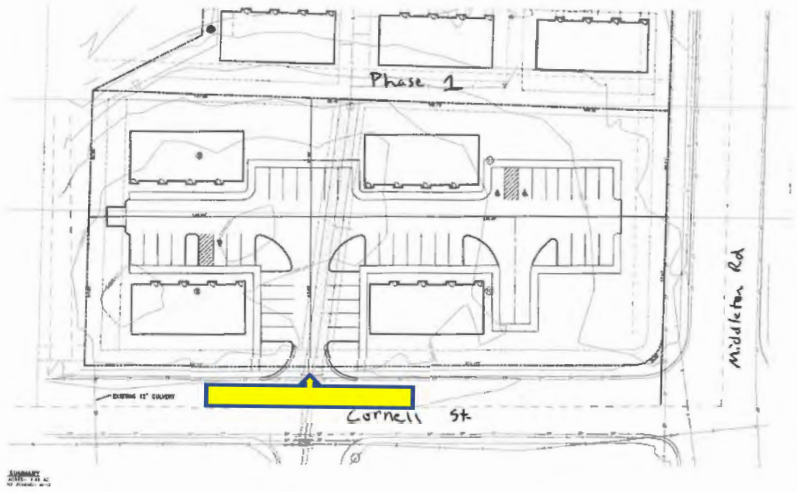
executed at that time and shortly after the Preliminary Plat was approved. Since then the final plat for phases 1 and 2 have been approved.



D. Zoning and Property Condition: As to zoning, the parcel is surrounded on the north and south sides by R-4 zoning, to the west by R-3 zoning and single-family homes, and to the east by public land use, and property zoned R-3.



E. **Traffic, Access & Streets:** Access to the proposed southern portion is from Cornell Street. (Access will be reviewed and finalized at re-subdivision plat with City Engineer)



F. **Development Agreement:** A 2017 Development Agreement already exists with respect to this property. Article 3.1 of the DA states:

"Developer will build no more than 12 Four Plex buildings (48 units total) in accordance with Allowable Uses in the M-U zoning under the Use called "Multi-family dwelling." Developer intends to sub-divide the land (at a later date), allowing each to be on its own tax parcel with the intent each building would belong to one common homeowner's association.

Developer will then utilize the remainder of property, not used for the 12 Four Plex buildings, for the following allowed uses in the M-U zoning: assisted living, a professional style building to hold one or more of the following allowable uses which are: bank/credit union, clinic/pharmacy/optician, daycare, espresso/pastry shop, medical/dental/vision or professional office, real estate sales/rental/management office." (A copy of the original Development Agreement is attached as Exhibit 1)

G. **Development Agreement Request for Modification:** Applicant is requesting a modification to add the following provisions and delete existing provisions in conflict with these three provisions:

1. Remainder of property (Lot 1/Block 1) may be developed with four (4) Four Plex buildings (16 units total) in accordance with the concept plan attached as Exhibit 2 and incorporated herein by this reference as if set forth in full.

2. The development of townhomes are subject to the City Code and Standards that were in effect at the time of the April 14, 2017 recording of the Development Agreement EXCEPT the setbacks shall be the setbacks in effect at the time the building permit is issued.

3. An updated TIS was completed and per email communication (See Exhibit 3) Developer shall pay Traffic Proportionate Share fees in the amount of Fifty-Seven Thousand, forty-eight dollars ($57,048.00) upon execution of this Agreement.

Exhibit 4 is a complete copy of the Proposed DA Modification.

H. Findings Required to Approve or Deny the Applications: No findings per Idaho State Statute applies to the application. Middleton City Code 1-14-2 require only the following for a DA Mod:

1. DA must be on the City template form.
2. DA has to be considered in a public hearing.
3. DA has to be recorded.

I. Planning & Zoning Findings: At the June 8, 2020 Planning & Zoning Commission meeting the Commission recommended that City Council approve the request by Blake Wolf to amend the Development Agreement filed as Instrument No. 2017-009379 in the records of Canyon County, Idaho, to allow the construction of four 4-plex townhomes instead of commercial buildings on Lot 1, Block 1 in the McKinley Meadows Townhome Subdivision. The recommendation is subject to the condition of approval that the Developer/Application pay $40,000.00 in Traffic Proportionate Share Fees. Minutes from the Meeting are attached to this Staff Report. (See Exhibit 5) Since the hearing held on June 8, 2020 an updated TIS has been submitted and shows the previous proportionate share cost to be insufficient and thus should be increased to $57,048.00.

J. Comments Received from Surrounding Landowners: None.

K. Comments from City Engineer and Agencies:
Both the City Engineer and MRFD stated that the applicant would need to submit a new plat showing the roundabout footprint at Cornell and Middleton Rd and how the driveway may be impacted by the traffic stacking. The applicant may need to update the TIS as well. (Exhibit 6)

L. Applicant Information: Application was received and accepted on April 22, 2021. The Applicants are CAD Properties LLC located at 3456 E 17th #210 Idaho Falls, Idaho 83406. The Representative is Blake Wolf located at 843 W Horizon Way Nampa, Idaho 83686.

M. Notices:	**Dates:**
Newspaper Notification	08/15/2021
Radius notification mailed to Adjacent landowners within 300’	08/13/2021
Circulation to Agencies	08/13/2021

Sign Posting property 08/13/2021

Planning staff finds that notice was given according to law.

N. Applicable Codes and Standards:

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

O. Planning Staff Conclusions and Recommended Conditions of Approval:

As stated above in Section G, the only requirements set forth in the Middleton City Code for a DA Modification are as follows: (1) the DA must be on the City's template form, (2) a public hearing must be conducted, and (3) the DA Modification must be recorded if approved. The City Code and Idaho State Code do not require any specific findings with respect to the City's Comprehensive Plan. Those additional findings are required only when the DA Modification is coupled with a rezone application, which is not the case here.

FINDINGS OF FACTS:
Planning Staff finds only that an approval or denial of this application will be in compliance with Middleton City Code. Either result does not violate the Code. Approving the DA Modification and allowing four more townhome complexes is within the standards of the Middleton City Code and the M-U Zone. Denying the DA Modification application, resulting in only commercial uses being allowed on the lot in issue, is also within the standards of the City Code and M-U Zoning. The decision is up to the Council. The only requirement is that the City Council set forth a reasoned statement for its approval or denial of the application.

CONCLUSION OF LAW
As to Conclusions of Law, Planning Staff finds that the City Council has the authority to hear this application in order that it may be denied or approved and that the Public Notice was given in compliance with Idaho State Statute and the Middleton City Code. If Council agrees with Staff's Conclusions of Law, Council may state on the record that it accepts the Conclusions of Law set forth in the Staff Report for this September 1, 2021 Public Hearing.

RECOMMENDATION:
If the City Council is inclined to approve the application, Planning Staff Recommends only the following conditions of approval:
1. Addition of four more 4-Plexes will require applicant to submit a re-subdivision application of Lot 1, Block 1 of McKinley Meadows Subdivision.
2. Developer/Applicant must pay updated TIS traffic proportionate share fees of $57,048.00 prior to final plat of the re-subdivision.

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

Prepared by Middleton City Deputy Clerk-Planning, Jennica Reynolds

Dated: 8/26/2021

Exhibit 1

2017-009379
RECORDED
03/14/2017 03:11 PM
00288515201700093790080081
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=8 BJBROWN NO FEE
AGR
CITY OF MIDDLETON

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 Chandler Daw and Angie Daw, husband and wife (**Daw**); and Rivco Properties LLC, an Idaho limited liability company (**Rivco**); and Val Wahlen and Lori Wahlen, husband and wife (**Whalen**); and Wolf Building Company LLC, an Idaho limited liability company (**Wolf**), individually and collectively referred to as Developer (**Developer**).

RECITALS

WHEREAS, Developer owns approximately 5.5 acres of vacant real property at the northwest corner of Middleton Road and Cornell Street, Middleton, Canyon County, Idaho commonly referred to in Canyon County Assessor's records as Parcel No. R1848050000, and legally described in Exhibit A attached hereto and incorporated herein (**Property**); and

WHEREAS, Wolf represented Developer when rezoning the property from R-3 (Single-family Residential) to M-U (Mixed Use), and the benefits, obligations, and restrictions contained in this development agreement were relied on by both parties and were an integral part of the city's approval of the rezone request; and

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

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

AGREEMENT

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

ARTICLE I
LEGAL AUTHORITY

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

ARTICLE II
ZONING ORDINANCE AMENDMENT

The City will adopt an ordinance amending the Middleton Zoning Ordinance to rezone the Property to M-U (Mixed Use). 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 Developer will build no more than 12 Four Plex buildings (48 units' total) in accordance with Allowable Uses in the M-U zoning under the Use called "Multi-family dwelling." Developer intends to sub-divide the land (at a later date), allowing each to be on its own tax parcel with the intent each building would belong to one common homeowner's association.

Developer will then utilize the remainder of property, not used for the 12 Four Plex buildings, for the following allowed uses in M-U zoning: assisted living, a professional style building, to hold one or more of the following allowable uses which are: bank/credit union, clinic/pharmacy/optician, daycare, espresso/pastry shop, medical/dental/vision or professional office, real estate sales/rental/management office.

Developer is to construct a vinyl six-foot privacy fence as a buffer between 611 Cornell St (currently owned by Greg and Cheryl Teichert) and the four-plexes to be constructed on the Property. The buffer fence will commence at the southeast corner of the Tiechert's property and extend north approximately 200 feet. The buffer fence must be installed prior to the city issuing a certificate of occupancy for the first four-plex constructed on the Property. The exact length, style and color of fence are to be agreed upon by both Developer and current property owner (of 611 Cornell St).

Developer is to construct no more than two new vehicle approaches onto the Property from Middleton Road and one new vehicle approach onto the Property from Cornell St. Approaches onto the property from Middleton Road will not directly line up with current approaches to Foote Park.

Developer to make a one-time donation to the Greater Middleton Parks and Recreational District in the amount of $10,000 to be used only for irrigation and planting of new grass in the unimproved areas of Foote Park. If those items have already been paid for then the donation must be used for field improvements. All monies must be used by June 30, 2017 or be returned in full.

ARTICLE IV
FAILURE TO COMPLY WITH AGREEMENT

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

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

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

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

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

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

ARTICLE V
GENERAL PROVISIONS

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

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

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

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

Developer: Chandler and Angie Daw
_____
_____

Rivco Properties, LLC
Nathan Bills
PO Box 640
Salmon ID 83467

Val and Lori Wahlen
_____
_____

Wolf Building Company LLC
843 W. Horizon Way
Nampa, ID 83686

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 Developer.

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

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

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

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any 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 9th day of February, 2017 and effective upon rezoning of the Property.

CITY OF MIDDLETON **ATTEST**

By: Darin Taylor
Darin Taylor, Mayor

By: Becky Crofts
Becky Crofts, City Clerk

State of IDAHO)

ss.

County of Canyon)

I, a notary public, do hereby certify that on this 14 day of ~~February~~ March 2017, personally appeared before me Darin J. Taylor, who, being first duly sworn, declared that he is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

Notary Public
My Commission Expires: 12/5/19

KANDICE K. COTTERELL NOTARY PUBLIC STATE OF IDAHO

DEVELOPER:

Chandler Daw

Angie Daw

State of Idaho)

ss.

County of Bonneville)

I, a notary public, do hereby certify that on this 16th day February 2017, personally appeared before me Chandler Daw and Angie Daw who, being first duly sworn, declared that they signed the same.

Notary Public
My Commission Expires: 12/18/2019

LANDRY HARPER NOTARY PUBLIC STATE OF IDAHO

Rivco Properties LLC

Nathan Bills

State of Idaho)

ss.

County of Lemhi)

I, a notary public, do hereby certify that on this 13th day February 2017, personally appeared before me Nathan Bills who, being first duly sworn, declared that he is the member of Rivco Properties, LLC authorized to sign this agreement and signed as the authorized member.

LYNN PILKERTON
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
My Commission Expires: 11-29-2018

DEVELOPER:

Val Wahlen

Lori Wahlen

State of Idaho)
ss.
County of Idaho)

I, a notary public, do hereby certify that on this 14th day February 2017, personally appeared before me Val Wahlen and Lori Wahlen who, being first duly sworn, declared that they signed the same.

ANNETTE K. JOHNSON NOTARY PUBLIC STATE OF IDAHO

Notary Public
My Commission Expires: August 31, 2021

Wolf Building Company LLC

Blake Wolfe

State of Idaho)
ss.
County of Canyon)

I, a notary public, do hereby certify that on this 9 day ~~February~~ March 9 2017, personally appeared before me Blake Wolf who, being first duly sworn, declared that he is a manager of Wolf Building Company, LLC and signed as manager.

JENNICA REYNOLDS NOTARY PUBLIC STATE OF IDAHO

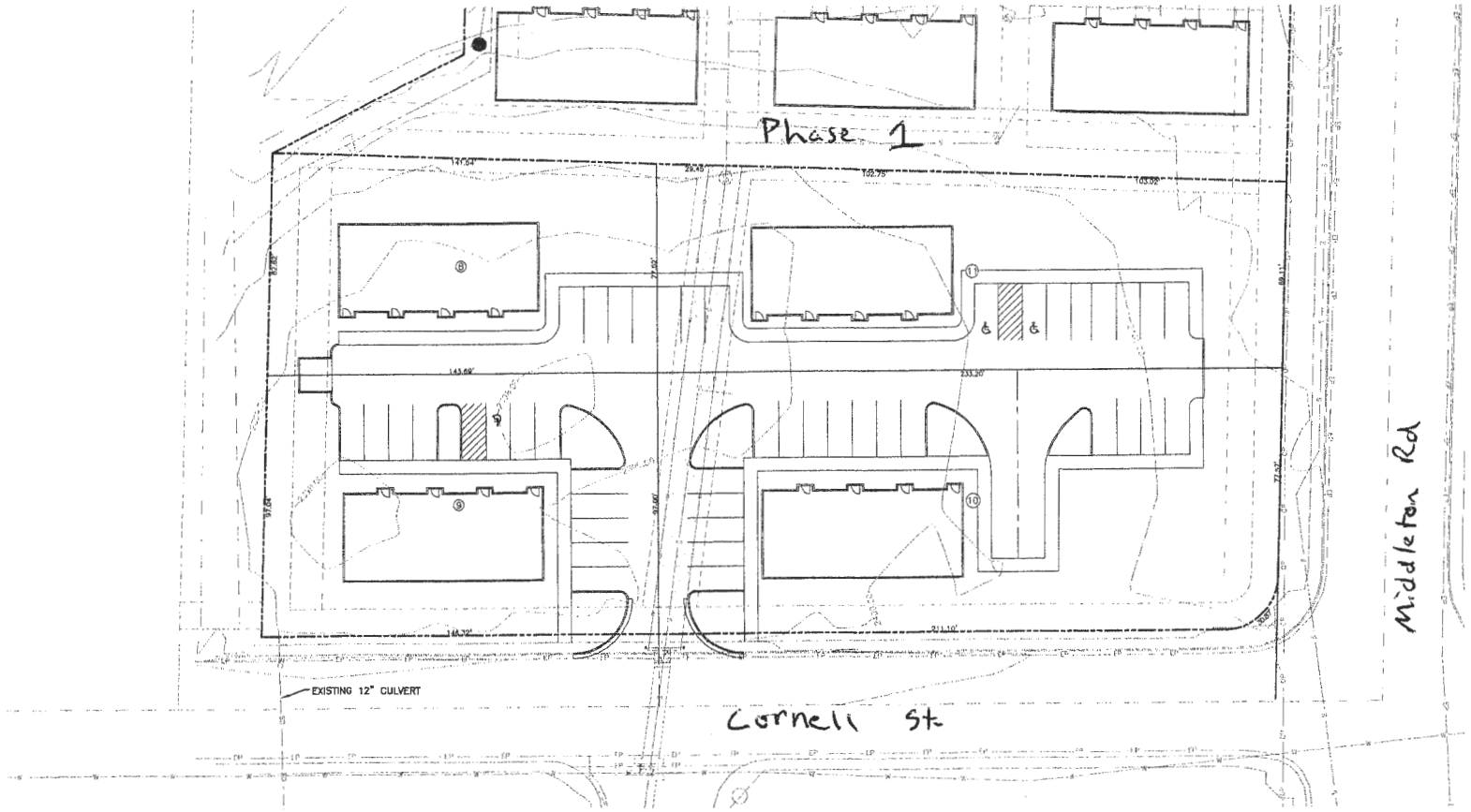
Notary Public
My Commission Expires: 6/10/2019

EXHIBIT A

Lot 1 Block 1 Old Mill Stream Subdivision, Middleton, Canyon County, Idaho (1997)

Exhibit "A"

Exhibit 2



SITE SUMMARY
TOTAL ACRES– 1.49 AC
CURRENT ZONING– M–U
NUMBER OF DWELLINGS– 16
DENSITY (DW/AC)– 10.74/AC
PARKING = 40 STALLS + 3 HC
DENSITY (PS/DW)– 2.5/DW

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LEAVITT & ASSOCIATES ENGINEERS, INC.
STRUCTURAL * CIVIL SURVEYING
1324 FIRST STREET SOUTH NAMPA IDAHO 83651
PHONE (208)463-0333/463-7670 FAX (208)463-9040

CONCEPTUAL LAYOUT 6

Designed By:	Drawn By:	Checked By:	Job Number:	Drawing Date:
DL	PDL	NJP	19121.001	09/23/19

MCKINLEY MEADOWS PHASE 3
MIDDLETON, IDAHO

OWNER/DEVELOPER:
BLAKE WOLF
843 W. HORIZON WAY
NAMPA, ID 83686
PHONE (208) 941-7700

No.	DATE	BY	DESCRIPTION
0	09/23/19	NJP	ISSUED FOR APPROVAL

REVISIONS

SCALE: 1"=20'

Sheet Number: 1

T:\CIVIL - 2019\McKinley Meadows - 19121.001\Phase 3\McKinley Phase 3.pdf

PRELIMINARY PLAT OF

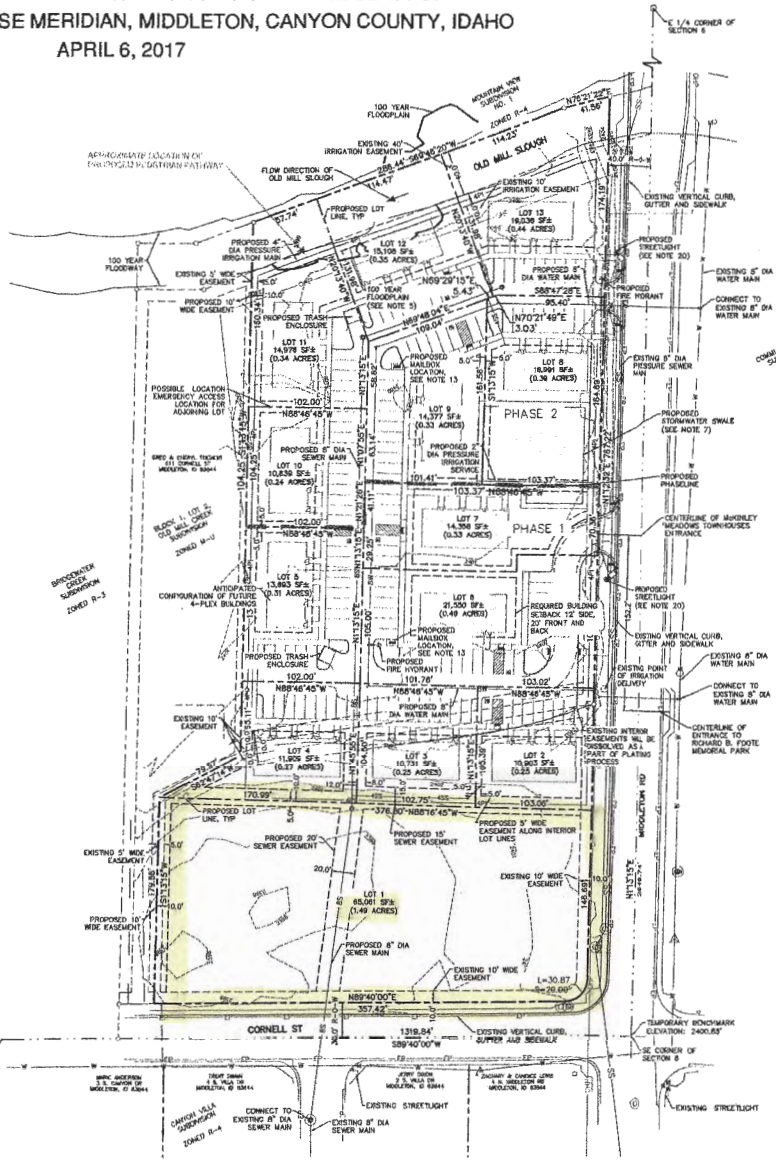
McKINLEY MEADOWS TOWNHOMES SUBDIVISION

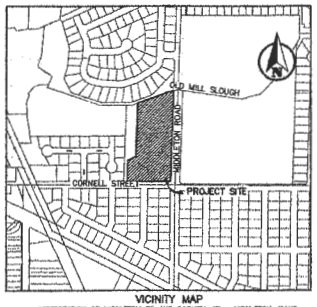
A REPLAT OF LOT 1 OF OLD MILL SUBDIVISION

WHICH IS LOCATED IN A PORTION OF THE SE 1/4 OF THE SE 1/4 OF

SECTION 6, T.4N, R.2W, BOISE MERIDIAN, MIDDLETON, CANYON COUNTY, IDAHO

APRIL 6, 2017





VICINITY MAP

INTERSECTION OF MIDDLETON RD AND CORNELL ST – MIDDLETON, IDAHO

SCALE: 1"=500'

LEGEND

EXISTING / PROPOSED

PROPERTY LINE
LOT LINE
CENTERLINE
SECTION LINE
EASEMENT
EDGE OF PAVEMENT
EDGE OF GRAVEL
UNDERGROUND GAS LINE
WATER LINE
WATER SERVICE LINE
SEWER MAIN LINE
SEWER SERVICE LINE
STORM DRAIN LINE
OVERHEAD POWER
UNDERGROUND POWER
UNDERGROUND TELEPHONE
FLOW LINE
GRADE BREAK
GRADE CHANGE
TOP OF BANK
TOE OF SLOPE
PRESSURE IRRIGATION LINE
GRAVITY IRRIGATION LINE
CHAIN LINK FENCE
WOOD FENCE
VINYL FENCE
WIRE FENCE
CONTOUR
SEWER MANHOLE
WATER BARB/FAUCET
SEWER SERVICE MARKER
CLEANOUT
FIRE HYDRANT
WATER WELL
WATER METER
WATER SERVICE
WATER VALVE
BLOW-OFF ASSEMBLY & VAULT
TEMPORARY BLOW-OFF
PRESSURE IRRIGATION DRAIN
PIPE END CAP
PIPE ADAPTER
FITTINGS W/THRUST BLOCK
STORM MANHOLE
STORM DRAIN CATCH BASIN
STORM DRAIN DROP INLET
SAND AND GREASE TRAP
AIR RELEASE VALVE
IRRIGATION BOX
IRRIGATION MANHOLE
UTILITY POLE
POLE ANCHOR
ELECTRICAL BOX
LIGHT POLE
TELEPHONE RISER
GAS METER/MARKER
GAS RISER
CABLE TV RISER
MAILBOX
SIGN
BARRICADE
DECIDUOUS/CONIFER TREE
LOT NUMBER
DETAIL NUMBER / SHEET NUMBER
0.40% GRADE & DIRECTION OF FLOW

NOTE: THIS IS A TYPICAL LINE AND SYMBOL LEGEND AND MAY NOT APPLY TO ALL PROJECTS.

ABBREVIATIONS

AC	ASPHALT ELEVATION	MDD	MODIFIED DRY DENSITY	TBC	TOP BACK ROLLED CURB
BOW	BACK OF WALK	ME	MATCH EXISTING	TBM	TEMPORARY BENCHMARK
CB	CATCH BASIN	MJ	MECHANICAL JOINT	TBVC	TOP BACK VERTICAL CURB
CF	CUBIC FEET	NTS	NOT TO SCALE	TOC	TOP OF CURB
CON	CONCRETE ELEVATION	PC	POINT OF CURVATURE	TOG	TOP OF GRATE
CFS	CUBIC FEET PER SECOND	PRC	POINT OF REVERSE CURV	TOW	TOP OF WALK
DIA	DIAMETER	PT	POINT OF TANGENCY	TYP	TYPICAL
EG	EXISTING GRADE	PUE	PUBLIC UTILITY EASEMENT	WALL	TOP OF RETAINING WALL
EP	EDGE OF PAVEMENT	PVI	POINT OF VERTICAL INTER		
FL	FLOW LINE	QTY	QUANTITY		
FLG	FLANGE	R	RADIUS		
GB	GRADE BREAK	ROW	RIGHT-OF-WAY		
GC	GRADE CHANGE	SDR	STD DIMENSION RATIO		
IE	INVERT ELEVATION	STA	STATION		
LF	LINEAR FEET	STD	STANDARD		
LIP	LIP OF GUTTER	TB	THRUST BLOCK		

GENERAL NOTES

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE CHAPTER 22, TITLE 55 REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. THEY AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. CALL DIGLINE, INC. 48 HOURS BEFORE COMMENCING ANY UNDERGROUND WORK AT 811 OR 208-342-1585.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) AND THE CITY OF MIDDLETON SUPPLEMENTAL REQUIREMENTS.
3. ALL SANITARY SEWER MAINS SHALL BE 8-INCH IN DIAMETER UNLESS OTHERWISE NOTED. SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
4. ALL DOMESTIC WATER MAINS SHALL BE 8-INCH DIAMETER UNLESS OTHERWISE NOTED. WATER SERVICE SHALL BE PROVIDED BY CITY OF MIDDLETON.
5. PORTIONS OF THIS PROPERTY ARE CURRENTLY LOCATED WITHIN A FLOODPLAIN, HOWEVER THE PRELIMINARY DFIRM (SEPTEMBER 16, 2016) SHOW THAT THE FLOODWAY AND FLOODPLAIN WILL BE RESTRICTED TO THE EXISTING CHANNEL FOR THE OLD MILL SLOUGH.
6. PRESSURE IRRIGATION WATER WILL BE PROVIDED TO THE LOTS IN THIS DEVELOPMENT BY UNDERGROUND PRESSURE IRRIGATION LINES BURIED BY AN EXISTING PRESSURE IRRIGATION PUMP STATION LOCATED IN NEIGHBORING DEVELOPMENTS, OR BY CONSTRUCTION OF AN ONSITE PRESSURE IRRIGATION PUMP STATION. IRRIGATION RIGHTS ARE OUT OF THE MIDDLETON MILL IRRIGATION DISTRICT.
7. STORMWATER WILL BE RETAINED ON SITE. THIS PLAT CURRENTLY SHOWS THE CONCEPTUAL LOCATION OF FACILITIES, BUT THE ACTUAL LOCATION AND SIZE AND FACILITIES WILL BE DETERMINED AS PART OF FUTURE SUBDIVISION DESIGN. STORM DRAIN LINES, RETENTION FACILITIES AND TREATMENT SHALL COMPLY WITH DEQ'S STORMWATER BEST MANAGEMENT PRACTICES AND BE APPROVED BY THE CITY.
8. TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED BY SKINNER LAND SURVEYING, MARCH 2017. PROJECT DATUM IS THE NAVD 88 DATUM.
9. ANY RE-SUBDIVISION OF THIS PLAT SHALL BE IN COMPLIANCE WITH THE THEN CURRENT SUBDIVISION STANDARDS OF THE CITY OF MIDDLETON.
10. THERE IS A 10' PUBLIC UTILITY, IRRIGATION DRAINAGE EASEMENT AROUND THE PERIMETER OF THE SUBDIVISION UNLESS NOTED OTHERWISE.
11. THERE IS A 5' PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT ALONG THE INTERIOR LOT LINES OF THE LOTS UNLESS OTHERWISE NOTED.
12. THERE ARE NOT ANY NEW PUBLIC OR PRIVATE STREETS PROPOSED FOR THIS DEVELOPMENT. LOTS WILL BE SERVED BY A SHARED DRIVEWAY AND PARKING LOT THAT BENEFITS THE RESIDENCES IN THE DEVELOPMENT. THIS PROJECT WILL INCLUDE CROSS-ACCESS AND PARKING AGREEMENT THAT OUTLINES THE ACCESS AND MAINTENANCE RESPONSIBILITIES.
13. PROPOSED SITE FOR CLUSTER MAILBOXES. LOCATIONS SHALL BE COORDINATED WITH THE USPS.
14. THE DEVELOPER WILL WORK WITH THE SCHOOL BUS COMPANY TO DESIGNATE SCHOOL BUS STOPS LOCATIONS FOR THE DEVELOPMENT.
15. IT IS ANTICIPATED THAT LOT 1 WILL BE USED FOR A COMMERCIAL USE WHICH COULD INCLUDE AN ASSISTED LIVING FACILITY OR OTHER USES ALLOWED IN THE ZONE.
16. LOTS 2-13 WILL BE USED AS LOTS FOR 4-PLEXES. EACH BUILDING WILL BE ON A SEPARATE LOT THAT IS OWNED BY INDIVIDUAL PROPERTY OWNERS, BUT THE MAINTENANCE WILL BE MANAGED BY THE PROPERTY OWNERS ASSOCIATION.
17. IT IS ANTICIPATED THAT THE 4-PLEX LOTS WILL BE DEVELOPED (OR FINAL PLATTED) IN TWO PHASES. PHASE 1 WILL INCLUDE LOT 1 AND THE 4-PLEX LOTS IN LOTS 2-7. PHASE 2 WILL INCLUDE THE 4-PLEX LOTS IN LOTS 8-13.
18. ALL LOTS SHALL HAVE A MAXIMUM COVERAGE OF 70% IMPERVIOUS AREA AS REQUIRED BY CITY CODE.
19. THE CONFIGURATION OF THE 4-PLEX BUILDINGS AND SITE IMPROVEMENTS IS OUR BEST ESTIMATE ON HOW THE SITE WILL LAYOUT AT THIS TIME. HOWEVER FINAL ADJUSTMENTS IN BUILDING LOCATION, PARKING CONFIGURATION MAY BE NEEDED AS PART OF PREPARATION OF SITE IMPROVEMENT DRAWINGS FOR EACH PHASE.
20. ANTICIPATED LOCATION OF PROPOSED 25' TALL SHOE STYLE STREETLIGHT (SEE MIDDLETON SUPPLEMENT TO THE ISPWC, STREETS SECTION 9.8).

DEVELOPMENT DATA

TOTAL SUBDIVISION AREA:	8.50± ACRES
TOTAL LOTS:	13 TOTAL
COMMERCIAL USE:	1.49± ACRES (LOT 1)
TOWNHOUSE USE:	4.00± ACRES (LOTS 2-13) PHASE 1 (LOTS 2-7): 1.916 ACRES PHASE 2 (LOTS 8-13): 2.084 ACRES
EXISTING ZONING:	M-U (MIXED USE)
TOWNHOUSE UNITS:	48 UNITS (12 BUILDINGS x 4 UNITS = 48)
AVERAGE LOT SIZE:	TOTAL: 15,429 SF± (0.42 ACRES) PROJECT (LOTS 2-13): 14,560 SF± (0.33 ACRES±)
GROSS DENSITY (LOTS 1-13):	5.7± UNITS PER ACRE (48 UNITS/8.5 ACRES = 5.7)
NET DENSITY (THIS EXCLUDES LOT 1):	12 UNITS PER ACRE (48 UNITS/4 ACRES = 12)
PARKING:	147 (PHASE 1: 79 STALLS, PHASE 2: 68 STALLS) (THIS MAY CHANGE – SEE NOTE 19)

ENGINEER

ASPEN ENGINEERS, CHARTERED
485 W. MAIN ST, SUITE B
PO BOX 203
KUNA, IDAHO 83634

CONTACT: LANCE WARNICK, P.E.
(208) 466-8181

DEVELOPER

WOLF BUILDING COMPANY, LLC
843 W. HORIZON WAY
NAMPA, IDAHO 83686

CONTACT: BLAKE WOLF
(208) 941-7700

REVISIONS

A	03/31/17 – REVIEW
B	04/06/17 – REVIEW

ASPEN ENGINEERS
485 W. Main St, Suite B · PO Box 203 · Kuna, Idaho 83634
Phone: (208) 466-8181 · www.AspenEngineers.com

OWNER / DEVELOPER: WOLF BUILDING COMPANY, 843 W. HORIZON WAY, NAMPA, ID 83686, CONTACT: BLAKE WOLF (208) 941-7700

McKINLEY MEADOWS TOWNHOMES SUBDIVISION
MIDDLETON RD
MIDDLETON, IDAHO 83644

DRAWN: DPW	SCALE: SHOWN
CHECKED: LBW	REVISION: B
DATE: 04/06/2017	
PROJECT: 17004	

TITLE: McKINLEY MEADOWS TOWNHOMES SUBDIVISION

PRELIMINARY PLAT

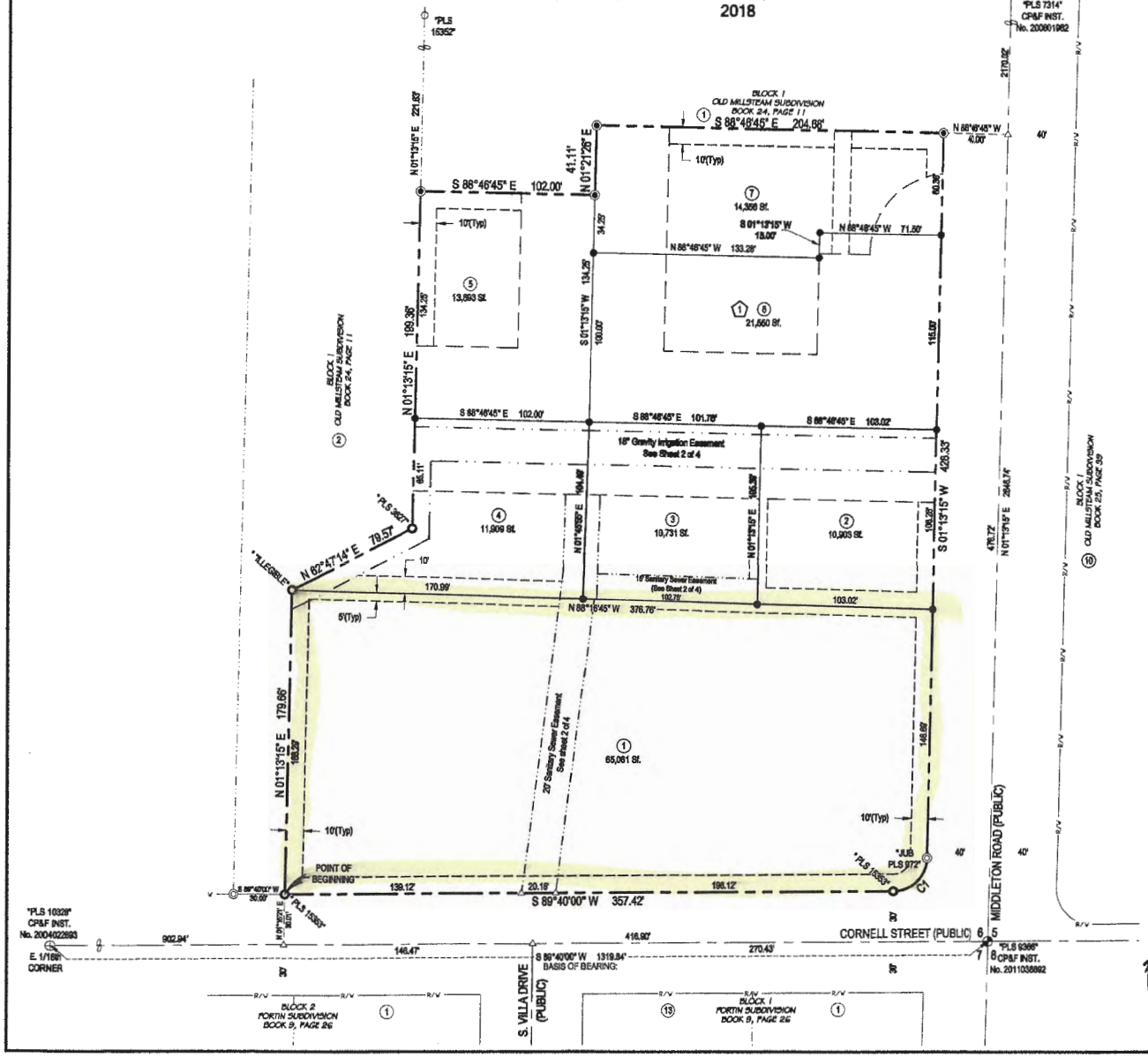
SHEET: PP-1

1 of 1

Approved by City Council 4/19/17 RF

PLAT OF McKINLEY MEADOWS TOWNHOMES SUBDIVISION

A REPLAT OF LOT 1, BLOCK 1 OF OLD MILL STREAM SUBDIVISION
LOCATED IN THE SE 1/4 SE1/4 OF SECTION 6,
T. 4 N., R. 2 W., B.M., MIDDLETON, CANYON COUNTY, IDAHO
2018



Scale: 1" = 40'

LEGEND

- Calculated point
- Found Brass Cap Monument
- Found Aluminum Cap Monument
- Found 5/8 inch dia. Iron pin as noted
- Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Found 1/2 inch dia. Iron pin, Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Found 1/2 inch dia. x 24 inch iron pin w/ plastic cap as noted.
- Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Block Number
- Lot Number
- * PLS 15363 — Markings on Plastic Cap for Found 1/2 inch dia. iron pins
- Boundary Line
- Lot/Parcel Line of Record
- Section Line
- Public Utilities, Drainage & Irrigation Easement Line
- Gravity Irrigation Easement Line
- Cross Access & Public Utilities Easement Line
- Sanitary Sewer Easement Line
- Existing Right of Way Line

NOTES:

1. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THAT TIME.
2. MINIMUM BUILDING SETBACKS SHALL BE IN COMPLIANCE WITH THE CITY OF MIDDLETON STANDARDS FOR THE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
3. IN COMPLIANCE WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE 31-3805(2), IRRIGATION WATER HAS NOT BEEN PROVIDED FOR BY THE OWNER, AND THE LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ASSESSMENTS BY THE MIDDLETON MILL IRRIGATION DISTRICT.
4. THERE IS A 10' PUBLIC UTILITIES, IRRIGATION AND DRAINAGE EASEMENT AROUND THE PERIMETER OF THE SUBDIVISION UNLESS DIMENSIONED OTHERWISE.
5. THERE IS A 5' PUBLIC UTILITIES, IRRIGATION AND DRAINAGE EASEMENT ALONG THE INTERIOR LOT LINES OF THE SUBDIVISION UNLESS DIMENSIONED OTHERWISE.
6. LOTS 2 THRU 7, BLOCK 1 ARE SUBJECT TO A 66.0' WIDE CROSS ACCESS & PUBLIC UTILITIES EASEMENT AS SHOWN AND DIMENSIONED ON SHEET 2 OF 4 OF THIS PLAT.
7. LOTS 1 THRU 4, BLOCK 1 ARE SUBJECT TO AN 16' GRAVITY IRRIGATION EASEMENT AS SHOWN AND DIMENSIONED ON SHEET 2 OF 4 OF THIS PLAT.
8. LOTS 1, 3 & 4, BLOCK 1 ARE SUBJECT TO A SANITARY SEWER EASEMENT AS SHOWN AND DIMENSIONED ON SHEET 2 OF 4 OF THIS PLAT.
9. ANY RE-SUBDIVISION OF THIS PLAT SHALL BE IN COMPLIANCE WITH THE THEN CURRENT SUBDIVISION STANDARDS OF THE CITY OF MIDDLETON.
10. THERE ARE NOT ANY NEW PUBLIC OR PRIVATE STREETS WITHIN THIS DEVELOPMENT. LOTS WILL BE SERVED BY A SHARED DRIVEWAY AND PARKING LOT THAT BENEFITS THE RESIDENCES IN THE DEVELOPMENT. THIS DEVELOPMENT INCLUDES A CROSS-ACCESS AND PARKING AGREEMENT THAT OUTLINES THE ACCESS AND MAINTENANCE RESPONSIBILITIES RECORDED AS INSTRUMENT No. ????????
11. STORM WATER FACILITIES WILL BE OWNED AND MAINTAINED BY THE McKINLEY MEADOWS TOWNHOMES HOMEOWNERS ASSOCIATION.
12. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT OF FARM ACT, WHICH STATES: NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
13. MAINTENANCE OF ANY IRRIGATION PIPE, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT, OR THE HOMEOWNERS ASSOCIATION.
14. PER IDAHO CODE 50-1306A(9) RELATING TO THE VACATION OF PLATTED EASEMENTS STATES: LAND EXCLUSIVE OF PUBLIC RIGHT OF WAY THAT HAS BEEN SUBDIVIDED AND PLATTED IN ACCORDANCE WITH THIS CHAPTER NEED NOT BE VACATED IN ORDER TO BE REPLATTED.

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BRG	CHORD
C1	30.87	20.00	88°28'45"	N 42°26'37" E	27.90

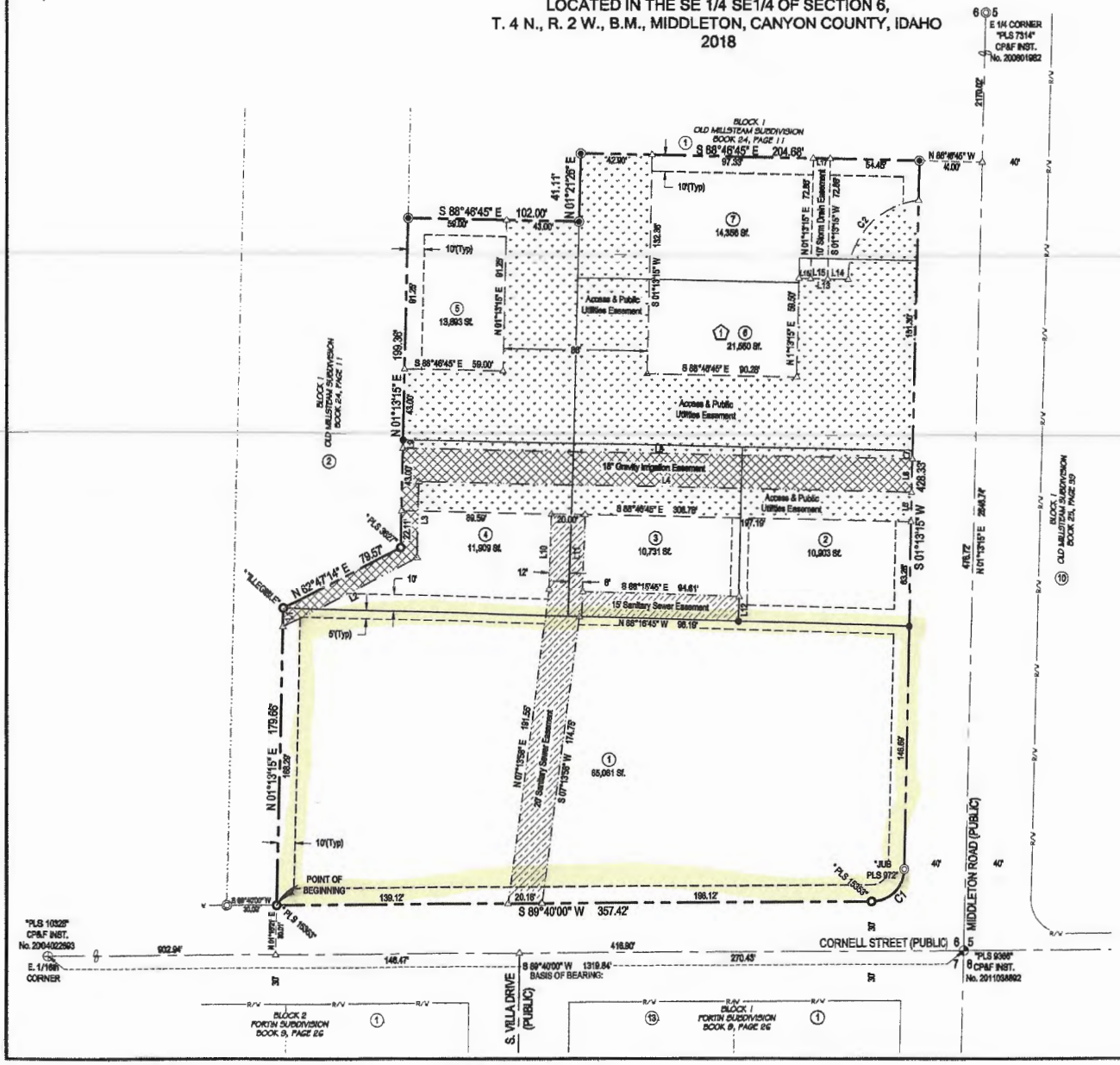
SEE SHEET 2 OF 4 FOR EASEMENT DETAILS AND DIMENSIONING

COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115 Fax: (208) 327-2106
JN 0518 05/30/18

BOOK _____, PAGE _____ SHEET 1 OF 4

PLAT OF McKINLEY MEADOWS TOWNHOMES SUBDIVISION

A REPLAT OF LOT 1, BLOCK 1 OF OLD MILL STREAM SUBDIVISION
LOCATED IN THE SE 1/4 SE1/4 OF SECTION 6,
T. 4 N., R. 2 W., B.M., MIDDLETON, CANYON COUNTY, IDAHO
2018



Scale: 1" = 40'

LEGEND

- Calculated point
- Found Brass Cap Monument
- Found 5/8 inch dia. iron pin as noted
- Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Found 1/2 inch dia. iron pin, Set 5/8 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Set 1/2 inch dia. x 24 inch iron pin w/ plastic cap "PLS 7732"
- Block Number
- Lot Number
- * PLS 15353 — Markings on Plastic Cap for Found 1/2 inch dia. iron pins
- Boundary Line
- Lot/Parcel Line of Record
- Section Line
- Existing Right of Way Line
- Gravity Irrigation Easement Line
- Cross Access & Public Utilities Easement Line
- Sanitary Sewer Easement Line

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°13'15" E	11.37
L2	N 62°47'14" E	80.94
L3	N 01°13'15" E	46.07
L4	N 88°46'45" W	288.78
L5	S 01°13'15" W	18.00
L6	S 01°13'15" W	20.00
L7	S 01°13'15" W	5.00
L8	S 88°46'45" E	308.78
L9	N 01°13'15" E	5.00
L10	N 01°45'59" E	45.39
L11	S 01°13'15" W	48.88
L12	S 01°13'15" W	15.00
L13	S 88°46'45" E	29.57
L14	S 88°46'45" E	12.52
L15	S 88°46'45" E	10.00
L16	S 88°46'45" E	7.05
L17	S 88°46'45" E	10.00

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	CHORD BRG	CHORD
C1	30.87	20.00	88°26'45"	N 45°26'37" E	27.90
C2	71.05	46.80	87°39'00"	N 41°33'39" E	64.34

PROFESSIONAL LAND SURVEYOR REGISTERED 7732 05/30/18 STATE OF IDAHO RICHARD A. GRAY

COMPASS LAND SURVEYING, PLLC
623 11th Avenue South Nampa, ID 83651
Office: (208) 442-0115 Fax: (208) 327-2106
JN 0518 05/30/18

BOOK _____, PAGE _____ SHEET 2 OF 4

Exhibit 3

From: Bruce Bayne
To: Blake Wolf
Cc: amy@civildynamics.net; Becky Crofts
Subject: Mckinley Meadows - Prorata Share of Intersection Improvements per TIS
Date: Thursday, June 25, 2020 12:55:00 PM
Attachments: image001.jpg
McKinley Traffic Impact.pdf

Blake:
Please find attached the City review of your TIS and associated prorate share of intersection improvements per that report.
As you will note your TIS report does show the exact site traffic impacts to the intersections that were requested to be studied.
The prorate share for improvements at the two intersections is $57,048.
If you wish to amend the DA the city will require that you project pays its share of transportation impacts as other developments are required.
Also, please note that by adding more residential units the subject site impact would increase from the originally reports proposed commercial impacts.
Thanks

Bruce Bayne
Public Works Superintendent
Planning and Zoning Official
(208) 585-3133

City of Middleton
1103 W. Main St.
P.O. Box 487
Middleton ID 83644

From: Blake Wolf <wolfbuildingco@gmail.com>
Sent: Monday, June 22, 2020 2:09 PM
To: Becky Crofts <bcrofts@middletoncity.com>; Bruce Bayne <bbayne@middletoncity.com>
Subject: update

Do you have an update for the tis info on McKinley?
Thanks
Blake

Wolf Building Co.
wolfbuildingco@gmail.com

Report Summary

This traffic impact study (TIS) evaluated the traffic impacts generated by the proposed McKinley Meadows Townhomes development. The scope of this TIS was coordinated with the City of Middleton Major and Traffic Engineer. The study's principal findings and recommendations are summarized below. Table 1 summarizes the mitigation improvements and the build-out site traffic percentage of 2022 site plus background traffic.

Table 1. Mitigation Improvements

Intersection	2017 Existing	2022 Background	2022 Site Plus Background	Site Traffic Percentage of 2022 Site Plus Background Traffic		
				AM	PM	Avg.
Triumph Drive and Middleton Road	none	none	none	0.0%	0.0%	0.0%
Cornell Street and Middleton Road	none	none	none	4.8%	6.3%	5.5%
SH 44 and Middleton Road	1. Improve WB right-turn lane to meet ITD standards	none	none	2.0%	2.0%	2.0%
North Site Approach and Middleton Road	none	none	none	2.0%	4.1%	3.0%
South Site Approach and Middleton Road	none	none	none	3.7%	5.6%	4.6%
West Site Approach and Cornell Drive	none	none	none	17.6%	18.8%	18.2%

Proposed Development

1. The McKinley Meadows Townhomes development is a mixed-use development containing 48 townhome dwelling units and 5,000 square feet of general office use.

2. The expected full build-out year is 2022.
   - Phase 1 – construct 48 townhome dwelling units by 2020
   - Phase 2 – construct 5,000 square feet of general office use by 2022

3. The development is proposing two full site access approaches on Middleton Road for residential access and one full site access approach on Cornell Street for commercial access.

PRO RATA SHARE OF INTERSECTION IMPROVEMENTS

	COST OF INTERSECTION	
5.5% x $491,785 =	$ 27,048	CORNELL & MIDDLETON RD.
2.0% x $1,500,000 =	$ 30,000	SH 44 & MIDDLETON RD.
	$ 57,048	

2022 (Build-Out) Site Plus Background Traffic Conditions

Trip Generation

The 2022 analysis includes the full build-out traffic from McKinley Meadows, townhomes and office. The number of trips generated by the development was estimated using the procedures from the 9th Edition of the *Trip Generation Manual* published by the Institute of Transportation Engineers, summarized in Table 4. At full build-out, the development is estimated to generated 336 trips per day, 31 trips during the AM peak hour and 34 trips the PM peak hour.

Table 4. 2022 (build-out) trip generation summary (adjacent street peak hours)

Land Use Category	ITE Code	Size	Unit	Total Trip Rate per Unit	Total Trips	Primary Trips Entering		Primary Trips Exiting	
Weekday Daily (vpd)									
Residential Condominium/Townhouse	230	48	DU	5.81	278	50%	139	50%	139
Single Tenant Office Building	715	~~5,000~~	SF	~~11.65~~	~~58~~	50%	29	50%	29
Total Trips		18		5.81	~~336~~		**168**		**168**
Weekday AM Peak Hour (vph)									
Residential Condominium/Townhouse	230	48	DU	0.44	22	17%	4	83%	18
Single Tenant Office Building	715	5,000	SF	1.80	9	89%	8	11%	1
Total Trips					**31**		**12**		**19**
Weekday PM Peak Hour (vph)									
Residential Condominium/Townhouse	230	48	DU	0.52	25	67%	17	33%	8
Single Tenant Office Building	715	5,000	SF	1.74	9	15%	1	85%	8
Total Trips					**34**		**18**		**16**

278
105
383

Trip Capture

Based on the size of the development, proposed land uses and lack of connectivity between the townhome and office parcels, the development is not expected to any trips internally within the site. For this study, no trip reduction for trip capture was assumed in the analysis.

Pass-By Trips

The development contains only residential and office land uses and is not expected to generate pass-by trips; therefore, no trip reduction for pass-by trips was assumed in the analysis.

Modal Split

All trips generated by the development were assumed to be made by personal vehicles. The site is not expected to generate trips by other modes and the vehicle trips were not reduced for the analysis.

DAILY TRIPS INCREASES
WITH RESIDENTIAL
VS. COMMERCIAL

∴ TRAFFIC IMPACT
WILL BE GREATER
THEN REPORT CURRENTLY
SHOWS

Exhibit 4

AMENDED 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 Chandler Daw and Angie Daw, husband and wife (**Daw**); and Rivco Properties LLC, an Idaho limited liability company (**Rivco**); and Val Wahlen and Lori Wahlen, husband and wife (**Whalen**); and Wolf Building Company LLC, an Idaho limited liability company (**Wolf**), individually and collectively referred to as Developer (**Developer**).

RECITALS

WHEREAS, Developer owns approximately 5.5 acres of vacant real property at the northwest corner of Middleton Road and Cornell Street, Middleton, Canyon County, Idaho commonly referred to in Canyon County Assessor's records as Parcel No. R1848050000, and legally described in Exhibit A attached hereto and incorporated herein (**Property**); and

WHEREAS, Wolf represented Developer when rezoning the property from R-3 (Single-family Residential) to M-U (Mixed Use), and the benefits, obligations, and restrictions contained in this development agreement were relied on by both parties and were an integral part of the city's approval of the rezone request; and

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

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

AGREEMENT

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

ARTICLE I
LEGAL AUTHORITY

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

ARTICLE II
ZONING ORDINANCE AMENDMENT

The City will adopt an ordinance amending the Middleton Zoning Ordinance to rezone the Property to M-U (Mixed Use). 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 Developer will build no more than 12 Four Plex buildings~~ on four acres~~ (48 units' total) in accordance with Allowable Uses in the M-U zoning under the Use called "Multi-family dwelling." Developer intends to sub-divide the land (at a later date), allowing each to be on its own tax parcel with the intent each building would belong to one common homeowner's association.

a. Remainder of property (Lot 1/Block 1) may be developed with four (4) ~~4~~ Four Plex buildings (16 units total) in accordance with the concept plan attached as Exhibit "A" and incorporated herein by this reference as if set forth in full.

b. The development of townhomes are subject to the City Code and Standards that were in effect at the time of the April 14, 2017 recording of the Development Agreement EXCEPT the setbacks~~, which, per the final plat for each subdivision, provides that relevant setbacks are~~ shall be the setbacks in effect at the time the building permit is issued.

c. Developer shall pay Traffic Proportionate Share fees in the amount of ~~Fifty Seven~~Fifty-Seven Thousand, forty eight dollars ($57,048.00) upon execution of this Agreement.

~~Developer will may then utilize the remainder of property, not used for the 12 more Four Plex buildings, for the following allowed uses in M-U zoning: assisted living, a professional style building, to hold one or more of the following allowable uses which are: bank/credit union, clinic/pharmacy/optician, daycare, espresso/pastry shop, medical/dental/vision or professional office, real estate sales/rental/management office.~~

Developer is to construct a vinyl six-foot privacy fence as a buffer between 611 Cornell St (currently owned by Greg and Cheryl Teichert) and the four-plexes to be constructed on the Property. The buffer fence will commence at the southeast corner of the Tiechert's property and extend north approximately 200 feet. The buffer fence must be installed prior to the city issuing a certificate of occupancy for the first four-plex constructed on the Property. The exact length, style and color of fence are to be agreed upon by both Developer and current property owner (of 611 Cornell St).

Developer is to construct no more than two new vehicle approaches onto the Property from Middleton Road and one new vehicle approach onto the Property from Cornell St. Approaches onto the property from Middleton Road will not directly line up with current approaches to Foote Park.

Developer to make a one-time donation to the Greater Middleton Parks and Recreational District in the amount of $10,000 to be used only for irrigation and planting of new grass in the unimproved areas of Foote Park. If those items have already been paid for then the donation must be used for field improvements. All monies must be used by June 30, 2017 or be returned in full.

ARTICLE IV
FAILURE TO COMPLY WITH AGREEMENT

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

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

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

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

4.3 Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages

for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

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

ARTICLE V
GENERAL PROVISIONS

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

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

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

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

Developer: Chandler and Angie Daw
_____
_____

Rivco Properties, LLC
Nathan Bills
PO Box 640
Salmon ID 83467

Val and Lori Wahlen

_____

_____

Wolf Building Company LLC
843 W. Horizon Way
Nampa, ID 83686

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 Developer.

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

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

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

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any 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 ~~9th~~ day of September ~~February~~, 2021~~17~~ and effective upon rezoning of the Property.

CITY OF MIDDLETON **ATTEST**

By: _____ By: _____

Steven J. Rule~~Darin J. Taylor~~, Mayor Becky Crofts, City Clerk

State of IDAHO)
ss.
County of Canyon)

I, a notary public, do hereby certify that on this _____ day of December ~~February~~ 2019~~7~~, personally appeared before me Darin J. Taylor, who, being first duly sworn, declared that he is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

_____
Notary Public
My Commission Expires: _____

DEVELOPER:

_____ _____

Chandler Daw Angie Daw

State of Idaho)
ss.
County of _____)

I, a notary public, do hereby certify that on this _____ day September~~December~~ 2021~~19~~~~February 2017~~, personally appeared before me Chandler Daw and Angie Daw who, being first duly sworn, declared that they signed

_____
Notary Public
My Commission Expires: _____

Rivco Properties LLC

_____

Nathan Bills

State of Idaho)
ss.
County of _____)

I, a notary public, do hereby certify that on this _____ day September ~~December~~ 2021~~19 February 2017~~, personally appeared before me Blake Wolf who, being first duly sworn, declared that he is the member of Rivco Properties, LLC authorized to sign this agreement and signed as the authorized member.

_____
Notary Public
My Commission Expires: _____

DEVELOPER:

_____ _____
Val Wahlen Lori Wahlen

State of Idaho)
ss.
County of _____)

I, a notary public, do hereby certify that on this _____ day December 2019~~February 2017~~, personally appeared before me Val Wahlen and Lori Wahlen who, being first duly sworn, declared that they signed

_____
Notary Public
My Commission Expires: _____

Wolf Building Company LLC

_____
Blake Wolfe

State of Idaho)
ss.
County of _____)

I, a notary public, do hereby certify that on this _____ day December 2019~~February 2017~~, personally appeared before me Blake Wolf who, being first duly sworn, declared that he is a manager of Wolf Building Company, LLC and signed as manager.

_____
Notary Public
My Commission Expires: _____

Chairman Waltemate opened the public comment portion at 10:04 p.m.

Sign in sheet: See attached
In Favor: 2, Neutral: 0, Opposed: 6

Carlene Thie: Opposed: 1031 Overland Trail Street, Middleton, Idaho. The code is the code. Fight for it.

Shawn Maybon: Opposed: 1382 La Reata Way, Middleton, Idaho. He is concerned because the neighborhood meeting didn't occur until tonight at 6 pm. The 60 ft right of way is there for a reason.

Mike Graefe: Opposed: 1889 Ridge Way, Middleton, Idaho. The commercial side could be parking right up to the sidewalk.

Gregg Winchester: Opposed: 619 Silver Springs, Middleton Idaho. Surrendering the 7ft sidewalk to landscaping would solve the problem of the cars encroaching on the sidewalk on the commercial side. This is a sidewalk that is designed for the children to get to the schools.

Applicant: Rebuttal: Jay Walker: There is no difference with what they are doing out in the field, the owners are only asking for 5 of the 7 ft. They did also dedicate a full 50 ft on Willis and Hartley. He is just bringing this forward to be practical.

Chairman Waltemate closed the public comment portion at 10:18 p.m.

Chairman Waltemate said that the applicant has done everything that the City has required. Overall the need is to stay within the code. The Commission appreciates the time that the applicant has come to bring this forward regardless of whoever made the mistake in the planning.

Motion: Motion by Chairman Waltemate to deny the request by Todd Campbell (TCCH Inc.)/Paul Watson (Falkirk Holdings LLC), for a special use permit to amend City Approved Construction Plans which required a local collector roadway section (60 feet wide) adjacent to commercial zoning transitioning to a local roadways section (50 feet wide) in the residential area, to allow for a 50 foot wide Local Commercial Collector as modified by the applicant. The subject property is 12.5 acres located at the southwest corner of Willis Rd and Hartley Ln., Middleton, Idaho.

Motion seconded by Commissioner Gregory. Approved unanimously.

The public hearing was closed at 10:22 p.m.

D. Public Hearing: Consider approving a request by Blake Wolf to amend that certain Development Agreement filed as Instrument No. 2017-009379 in records of Canyon County, Idaho. The subject property is located at the northwest corner of Middleton Road and Cornell Street, Middleton, Idaho.

Chairman Waltemate called the public hearing at 10:23 p.m. Planning and Zoning Official

Bruce Bayne spoke about the Development Agreement. The revisions made were to Article 3, the applicant is asking for 1 acre of commercial property to be amended to allow the 4-plexes to be built on the property or the Mixed-Use zoning. The city also added that he developer is to make a onetime payment to the City of Middleton in the amount of $40,000 to be used only for City transportation improvements at the time of next final plat approval. Developer will also pay for and install all required utility improvements and additional street-lighting along Middleton Rd and Cornell Street frontage to the project per City requirements. The City has asked for this because the development did not pay for any prorated share of traffic improvements when the development was originally platted. Since that time and in speaking with the developer we have found out that a traffic study was done but I have not had enough time to determine what that proportionate share would have been, so the City is willing to review that. We will review the TIS and adjust the amount accordingly. Bruce has no concerns about this, the City would like more commercial, but the area has not been able to be sold commercially. Recommendation is to amend the agreement, but that the agreement needs verbiage to be finalized to have the applicant pay the prorated share.

Applicant: Blake Wolf - 843 W. Horizon Way, Nampa, Idaho. He has been working on this project for 4 years and the last two years the client has been trying to sell the commercial property. He would like the amended development agreement since the apartments have been so successful. This would also complete the infill of the project. The TIS was a condition when the original preliminary plat and stated there was no mitigation for that area, and now for whatever reason it is being revisited. If this doesn't get approved it will just sit on the market, however there is a need for the 4plexes. It looks like 4-5 additional buildings will fit on the property.

Chairman Waltemate opened the public comment portion at 10:38 p.m.

Sign in sheet: See attached
In Favor: 3, Neutral: 0, Opposed: 1

Shawn Maybon: In Favor: 1382 La Reata Way, Middleton, Idaho. This is the best location for these apartments.

No Rebuttal from applicant.

Chairman Waltemate closed the public comment portion at 10:39 p.m.

Discussion among Commission stated there is no reason to deny the application. They would like to see the TIS and proportionate share.

Motion: Motion by Commissioner Springston approving a request by Blake Wolf to amend that certain Development Agreement filed as Instrument No. 2017-009379 in records of Canyon County, Idaho. The subject property is located at the northwest corner of Middleton Road and Cornell Street, Middleton, Idaho. With conditions of the TIS and $40,000 paid as a proportionate share.

Motion seconded by Commissioner Deaver. Approved unanimously.

Public Hearing closed at 10:41 p.m.

Exhibit 6

From: Victor Islas
To: Amy Woodruff; Jennica Reynolds
Cc: Roberta Stewart
Subject: Re: McKinley Meadows Townhomes - DA Modification
Date: Monday, August 9, 2021 11:35:18 AM
Attachments: image001.png

Jennica,

I would echo Amy about this development. Once they provide us with updated information, we can provide comments for this development.

DC Islas

Middleton Rural Fire District
Star Fire Protection District

Victor E. Islas
DEPUTY CHIEF

Fire District Headquarters
11665 W. State St., Suite B
Star, Idaho 83669

Office: (208) 286-7772
Mobile: (208) 860-1078
vislas@starfirerescue.org

The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party, without the written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: Amy Woodruff <amy@civildynamics.net>
Date: Monday, August 9, 2021 at 11:02 AM
To: Jennica Reynolds <jreynolds@middletoncity.com>, Victor Islas <vislas@starfirerescue.org>
Cc: Roberta Stewart <rstewart@middletoncity.com>
Subject: RE: McKinley Meadows Townhomes - DA Modification

Jennica, good morning. The layout really doesn't have enough detail to provide meaningful comment. They need to show the roundabout footprint and how the driveway may be impacted by the traffic and stacking (if any impact). The application would be a resubdivision of Lot 1 Block 1, McKinley Meadows. I am not sure if there is a development agreement in place but would want to review that. They may need to update the TIS as well.

Thank you. Please let me know if there is something specific or if I am not understanding the request.

Amy Woodruff

453-2028

From: Jennica Reynolds [mailto:jreynolds@middletoncity.com]
Sent: Tuesday, August 3, 2021 9:21 AM
To: Amy Woodruff; Islas, Victor
Cc: Roberta Stewart
Subject: McKinley Meadows Townhomes - DA Modification

Amy and Victor,
Attached is the Exhibit A – concept plan for additional townhomes in the McKinley Meadows subdivision. This subdivision is on the corner of N. Middleton Rd and Cornell St. Please provide comment. I am trying to get this to City Council on September 15th.

Thank You,
Jennica Reynolds
Deputy Clerk, Planning
City of Middleton
208-585-3133
jreynolds@middletoncity.com

Exhibit 7

GREATER MIDDLETON PARKS & RECREATION DISTRICT

GMPRD Directors
Deborah Sandborgh, President
Bo Mackey, Vice President
Elizabeth Weaver, Treasurer
Mike Okamura, Director
Jon Roth, Director

August 30, 2021

Dear Mayor Steve Rule,

I am writing to you in regards to the Public Hearing Notice, dated August 13th, 2021 in regards to the Development Agreement Modification for applicant Blake Wolf. Greater Middleton Parks and Recreation District is opposed to the construction of 4-plex townhomes in lieu of light commercial buildings on Lot 1, Block 1 in the McKinley Meadows Townhome Subdivision.

Greater Middleton Parks and Recreation is opposed to this change. Originally, this site was set aside for single family homes. During the public hearing process, there was strong opposition from surrounding neighbors, including the Parks and Recreation District because of the impact it would have on the Parks and Recreation District and the Middleton School District. Local residents wanted the area to remain single family homes. More townhomes will increase the traffic load on an already crowded infrastructure and compact intersection.

Furthermore, the Previous Mayor, Darin Taylor came to the Parks and Recreation Board in February of 2017 to present a check for $10,000 dollars to Parks and Recreation for the use of Parks and Recreation for park improvements. After Parks and Recreation did the required improvement, we were then informed by City Officials that there was a sunset clause in place and funds were no longer available. Parks and Recreation has repeatedly had to clean up construction debris and repair damage from contractor work. See the attached meeting minutes indicating the presentation.

Respectfully,

Tim O'Meara
Executive Director

P.O. Box 265 Middleton, Idaho 83644 Ph.# 208/585-3461 FAX: 208/585-6198
gmprdjulie@gmail.com www.greatermiddletonparksandrec.org

Lori

GREATER MIDDLETON PARKS AND RECREATION DISTRICT COMMISSION MEETING AGENDA

310 N. Hawthorne Drive, Middleton, ID

February 2, 2017
7:00 P.M.

1. Call to Order

2. Roll Call

3. Agenda Amendments

4. Pledge of Allegiance

5. Consent Agenda

a. Review and Approve accounts payable and minutes for January 2017.

6. Organizational Reports

a. City of Middleton Council Liaison – Rob Kiser

7. Public Comments

This is an opportunity for the public to comment on anything that is not on the agenda.

8. Administrative Reports – These reports were provided in advance. The contents of the reports will not be discussed at the meeting. Questions (if any) on the reports will be answered.

9. New Business

a. Mayor Taylor to make a presentation.

10. Old Business

a. Sick Leave Policy Amendment: Discussion and potential approval of Sick Leave Policy Amendment

11. Adjourn

* This meeting was cancelled — NO QUORUM (Steve & Kelly came to sign checks).

Any person needing special accommodations to participate in the above noticed meeting should contact GMPRD one (1) day prior to the meeting at (208) 585-3461 or 310 North Hawthorne Drive.

EXHIBIT 8

Draft Revision 9/1/2021-
Updated Submission

AMENDED 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 Chandler Daw and Angie Daw, husband and wife (**Daw**); and Rivco Properties LLC, an Idaho limited liability company (**Rivco**); and Val Wahlen and Lori Wahlen, husband and wife (**Whalen**); and Wolf Building Company LLC, an Idaho limited liability company (**Wolf**), individually and collectively referred to as Developer (**Developer**).

RECITALS

WHEREAS, Developer owns approximately 5.5 acres of vacant real property at the northwest corner of Middleton Road and Cornell Street, Middleton, Canyon County, Idaho commonly referred to in Canyon County Assessor's records as Parcel No. R1848050000, and legally described in Exhibit A attached hereto and incorporated herein (**Property**); and

WHEREAS, Wolf represented Developer when rezoning the property from R-3 (Single-family Residential) to M-U (Mixed Use), and the benefits, obligations, and restrictions contained in this development agreement were relied on by both parties and were an integral part of the city's approval of the rezone request; and

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

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

AGREEMENT

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

ARTICLE I
LEGAL AUTHORITY

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

ARTICLE II
ZONING ORDINANCE AMENDMENT

The City will adopt an ordinance amending the Middleton Zoning Ordinance to rezone the Property to M-U (Mixed Use). 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 Developer will build no more than 12 Four Plex buildings~~ on four acres~~ (48 units' total) in accordance with Allowable Uses in the M-U zoning under the Use called "Multi-family dwelling." Developer intends to sub-divide the land (at a later date), allowing each to be on its own tax parcel with the intent each building would belong to one common homeowner's association.

a. Remainder of property (Lot 1/Block 1) may be developed with four (4) ~~4~~ Four Plex buildings (16 units total) in accordance with the concept plan attached as Exhibit "A" and incorporated herein by this reference as if set forth in full.

b. The development of townhomes are subject to the City Code and Standards that were in effect at the time of the April 14, 2017 recording of the Development Agreement EXCEPT the setbacks~~, which, per the final plat for each subdivision, provides that relevant setbacks are~~ shall be the setbacks in effect at the time the building permit is issued.

c. Developer shall pay Traffic Proportionate Share fees in the amount of ~~Fifty Seven~~Fifty-Seven Thousand, forty eight dollars ($57,048.00) upon execution of this Agreement.

d. Developer shall build a perimeter fence in compliance with Middleton City Code 5-4-11-2 on the east, south, and west perimeter sides of the entire McKinley Meadows Townhomes Subdivision. The fence shall be a six foot (6') high privacy fence. A portion of the common area at the entrance to the subdivision may not need to be fenced, and Developer shall work with City Staff to determine the exact location of fencing along the east perimeter.

~~Developer will may then utilize the remainder of property, not used for the 12 more Four Plex buildings, for the following allowed uses in M-U zoning: assisted living, a professional style building, to hold one or more of the following allowable uses which are: bank/credit union, clinic/pharmacy/optician, daycare, espresso/pastry shop, medical/dental/vision or professional office, real estate sales/rental/management office.~~

Developer is to construct a vinyl six-foot privacy fence as a buffer between 611 Cornell St (currently owned by Greg and Cheryl Teichert) and the four-plexes to be constructed on the Property. The buffer fence will commence at the southeast corner of the Tiechert's property and extend north approximately 200 feet. The buffer fence must be installed prior to the city issuing a certificate of occupancy for the first four-plex constructed on the Property. The exact length, style and color of fence are to be agreed upon by both Developer and current property owner (of 611 Cornell St).

Developer is to construct no more than two new vehicle approaches onto the Property from Middleton Road and one new vehicle approach onto the Property from Cornell St. Approaches onto the property from Middleton Road will not directly line up with current approaches to Foote Park.

Developer to make a one-time donation to the Greater Middleton Parks and Recreational District in the amount of $10,000 to be used only for irrigation and planting of new grass in the unimproved areas of Foote Park. If those items have already been paid for then the donation must be used for field improvements. All monies must be used by June 30, 2017 or be returned in full.

ARTICLE IV
FAILURE TO COMPLY WITH AGREEMENT

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

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

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

4.2 If after a breach, the City Council determines that the zoning should be reverted to R-3, or as otherwise provided in the Idaho Code, then the Developer hereby

consents to such reversion or other authorized action and will cease uses not allowed or permitted in the R-3 zone.

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

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

ARTICLE V
GENERAL PROVISIONS

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

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

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

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

Developer: Chandler and Angie Daw

_____

_____

Rivco Properties, LLC
Nathan Bills
PO Box 640
Salmon ID 83467

Val and Lori Wahlen

_____

_____

Wolf Building Company LLC
843 W. Horizon Way
Nampa, ID 83686

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 Developer.

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

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

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

5.7 The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any 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 ~~9th~~ day of September ~~February~~, 2021~~17~~ and effective upon rezoning of the Property.

CITY OF MIDDLETON **ATTEST**

By: _____ By: _____

Steven J. Rule~~Darin J. Taylor~~, Mayor Becky Crofts, City Clerk

State of IDAHO)
ss.
County of Canyon)

I, a notary public, do hereby certify that on this _____ day of December ~~February~~ 2019~~7~~, personally appeared before me Darin J. Taylor, who, being first duly sworn, declared that he is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

_____
Notary Public
My Commission Expires: _____

DEVELOPER:

_____ _____
Chandler Daw Angie Daw

State of Idaho)
ss.
County of _____)

I, a notary public, do hereby certify that on this _____ day September~~December~~ 2021~~19~~~~February 2017~~, personally appeared before me Chandler Daw and Angie Daw who, being first duly sworn, declared that they signed

_____

Notary Public
My Commission Expires: _____

Rivco Properties LLC

_____
Nathan Bills

State of Idaho)
ss.
County of _____)

I, a notary public, do hereby certify that on this _____ day September ~~December~~ 2021~~19 February 2017~~, personally appeared before me Blake Wolf who, being first duly sworn, declared that he is the member of Rivco Properties, LLC authorized to sign this agreement and signed as the authorized member.

_____
Notary Public
My Commission Expires: _____

DEVELOPER:

_____ _____
Val Wahlen Lori Wahlen

State of Idaho)
ss.
County of _____)

I, a notary public, do hereby certify that on this _____ day December 2019~~February 2017~~, personally appeared before me Val Wahlen and Lori Wahlen who, being first duly sworn, declared that they signed

_____
Notary Public
My Commission Expires: _____

Wolf Building Company LLC

_____

Blake Wolfe

State of Idaho)
ss.
County of _____)

I, a notary public, do hereby certify that on this _____ day December 2019~~February 2017~~, personally appeared before me Blake Wolf who, being first duly sworn, declared that he is a manager of Wolf Building Company, LLC and signed as manager.

_____
Notary Public
My Commission Expires: _____

EXHIBIT “B”

Middleton City Council

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

In the Matter of an application by Sterling Land Development, Inc. and David Sterling for annexation/rezone, preliminary plat, and development agreement with respect to the Sterling Lakes Subdivision located at 23251 Duff Lane (Tax Parcel Nos. R3386901000 and R33869010A1) involving a preliminary plat consisting of 119 residential lots and 10 common lots on 51.43 acres of vacant land (the "Property"):

A. **Findings of Fact: The Middleton City Council reviewed the facts as outlined in the staff report for the hearing date of September 1, 2021 (which staff report is attached hereto as Exhibit "A" and incorporated herein by this reference and made a part hereof as if set forth in full), and considered public testimony and applicant submittals, as set out below. Additionally, all pertinent Idaho State Statutes and City ordinances, standards and codes were used in evaluating the application.**

   1. Hearing Facts: (See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A'.)

   2. Process Facts: (See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A'.)

   3. Application and Property Facts: (See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A".)

   4. Required Findings and Decisions per Middleton City Code 1-14-2(E)(7) and 1-14, 1-16, 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: (See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A".)

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

   1. That the City of Middleton has the authority to exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code I.C. §67-6503).

   2. That the City of Middleton properly exercised said authority.

   3. That due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction and comment(s) received in written form and through public testimony.

4. That notice of the application and public hearing were given according to law.

5. That Planning & Zoning Commission's and City Council's public hearings were conducted according to law, and the City has kept a record of the application and related documents.

6. That codes and standards applicable to the applications are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, 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.

C. Order of Decision:

Pursuant to the City Council's authority as provided in Middleton City Code 1-5-2, and based upon the Findings of Fact and Conclusions of Law, the Mayor and City Council hereby order the following:

1. The application for annexation/rezone is approved subject to the conditions of approval set forth in the Staff Report for the September 1, 2021, public hearing.
2. The application for development agreement is approved subject to the conditions of approval set forth in the Staff Report for the September 1, 2021, public hearing.
3. The application for preliminary plat is approved subject to the conditions of approval set forth in the Staff Report for the September 1, 2021, public hearing.
4. An additional condition of approval is as follows: the roadway named "Tilapia Avenue" shall be re-named "Miner Avenue.

D. Right to Request Regulatory Taking Analysis

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

WRITTEN ORDER AND DECISION APPROVED ON: September _____, 2021.

_____
Steven J. Rule, Mayor
Middleton City Council

Attested by:

_____
Roberta Stewart
Planning and Zoning Department

STAFF REVIEW AND REPORT
Middleton City Council

Sterling Lakes Subdivision

Snapshot Summary

DESCRIPTION	DETAILS
Acreage	51.4 acres
Current Zoning	County Agricultural
Proposed Zoning	R-3 (Single Family Residential)
Current Land Use	Residential
Proposed Land Use	Residential
Lots	118 single family home lots and 10 common lots.
Density	2.3
Open Space	35.64%
Amenities	Extensive 10' wide walking path and community ponds/water features.

A. City Council Public Hearing Date: September 1, 2021

B. Project Description: Residential subdivision with 118 buildable lots and 10 common lots on 51.4 acres of vacant land located at 23251 Duff Lane (Tax Parcels #R3386901000). Amenities include 10' wide pathway along the Mill Slough and three community ponds.

C. Application Requests: Applicant currently has four applications. The first application is an annexation and rezone application to annex the property into the City of Middleton and change the zoning from County Agricultural to City of Middleton R-3 zoning. The second application is for Preliminary Plat, and the third application is for Development Agreement. A fourth application is for Floodplain, and it will be handled administratively by City staff.

Developer had also submitted applications for variances from the City Code, which applications were approved by the Planning and Zoning Commission at the June 7, 2021 hearing on the matter. Specifically, the Commission approved Developer's request to lower the centerline turning radius on the roads from 125' to 90'. The Commission also approved a variance to decrease the 3-lane requirement for Cornell Street to only 2 lanes along the bridge that will span Mill Slough. There is no reason to have a center turn lane on the bridge because there is no ability to make a turn either way while on the bridge.

D. Current Zoning & Property Condition: The property is currently located in the County and zoned Agricultural. The properties to the north and west are within

Middleton city limits and zoned R-3. Properties to east and south are also within City limits and zoned R-4.

E. City Services: City water and sewer are located immediately west and south of the project. Sewer and water will connect to existing sewer from Cornell Street. Water and sewer main stubs will be provided in the northeast quadrant of the plat for future extension.

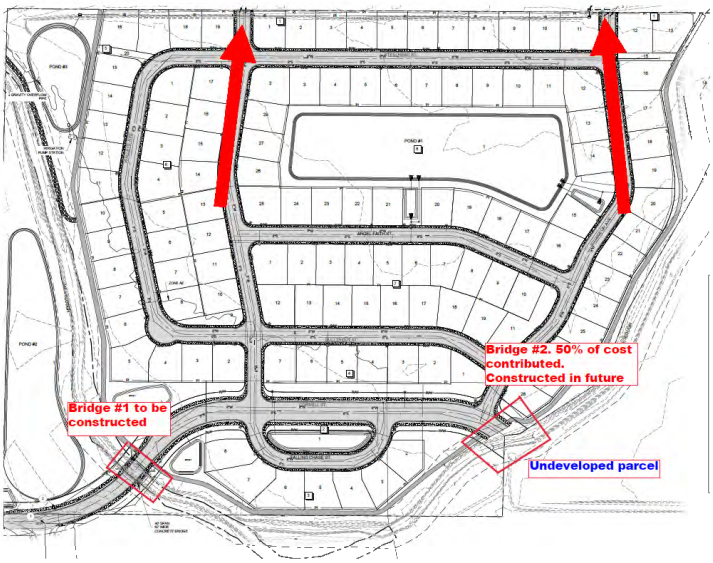
FINDINGS:

Planning Staff finds that City services can be easily extended to serve the proposed project, and the annexation will permit the orderly development of the City and ability to provide efficient and economical city services to the extended area.

F. Traffic, Access & Streets:

Access to the subdivision is via Cornell Street, and Developer will be required to construct the road improvements to Cornell Street at its own cost and dedicate the same to the City of Middleton. Part of that frontage improvement includes the construction of a bridge across the western portion of the Mill Slough.

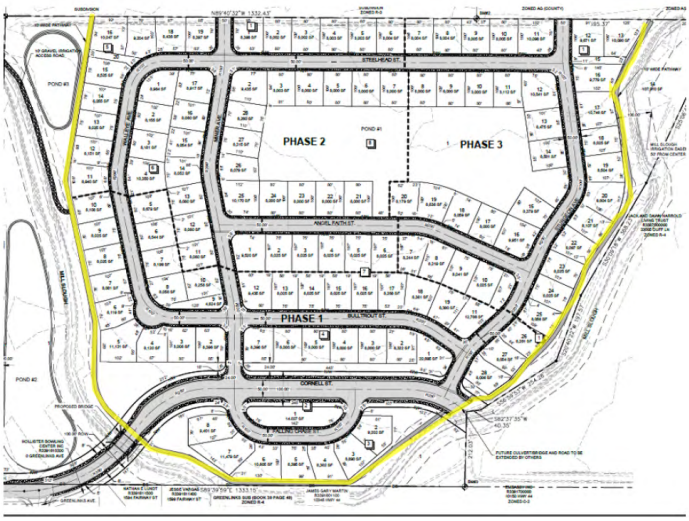
A second bridge will be required to cross the eastern portion of the Mill Slough. It cannot be constructed until the property to the east is developed. Planning Staff proposes that the Developer of Sterling Lakes be required to submit to the City 50% of the cost of the 2nd bridge, which monies the City will hold until the bridge is ready to be built by a future developer to the east.

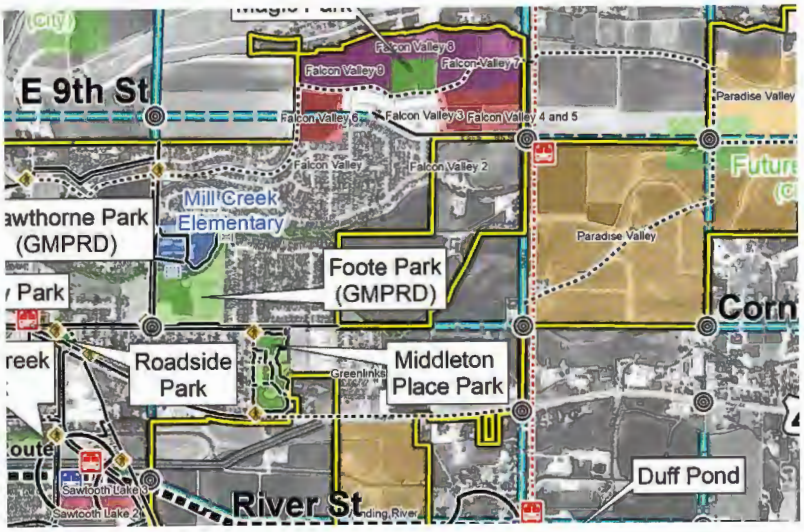


Developer's preliminary plat provides adequate stub roads to the north to allow connectivity for future development adjacent to this project. See arrows above.

ITD is in the process of reviewing the proportionate share analysis for this project. ITD recently informed us that they have quite a backlog of projects to review, and they will not be able to provide an analysis before the September 1st hearing. Nevertheless, if the City Council is inclined to approve this subdivision application, it can still move forward by merely making payment of all City required proportionate share fees a condition of preliminary plat approval and final plat approval.

G. Pathway & Open Space: Developer has provided a 10' wide asphalt pathway along the Mill Slough to connect with the regional trail system in compliance with the Comprehensive Plan's *Transportation, Schools & Recreation* Map. 5' wide concrete sidewalks span the local roads throughout the subdivision. An 8' wide asphalt pathway will span along the frontage improvements to Cornell.



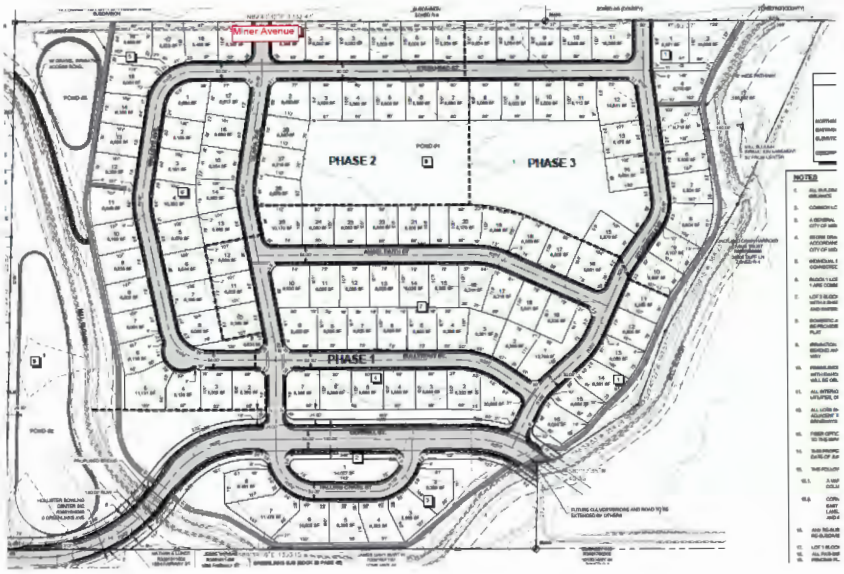


As to Open Space, the Developer has exceeded the Code requirement of 5% by providing 35.64% Open Space in the form of Community Ponds, large common lots, and an extensive trail system. (MCC 5-4-10-10)

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 District has reviewed the preliminary plat and issued standard comments approving the Subdivision.

J. **Preliminary Plat Application:** The Preliminary Plat contains 118 single family lots and 10 common lots. Developer is proposing 3 phases of development as shown below. See copy of the entire preliminary plat proposed by Developer attached hereto as Exhibit “A”.



City Engineer, Amy Woodruff, issued a letter recommending approval of the preliminary plat attached hereto as Exhibit "A". Ms. Woodruff's recommendation letter is attached hereto as Exhibit "F".

FINDINGS:

Planning Staff finds that the preliminary plat complies with dimensional standards and requirements of the Middleton City Code and Idaho State Code except for the two variance items approved by the Planning & Zoning Commission at the June 7, 2021, public hearing on the project.

Planning Staff further finds that the preliminary plat is not materially detrimental to the health, safety and welfare of the residents of Middleton and finds that the preliminary plat is also in harmony with the Middleton Comprehensive Plan (See more detail in Section M below.)

K. **Annexation and Rezone**: Applicant is requesting that the entire 51.4 acre project parcel be annexed into the City of Middleton and rezoned to R-3 zoning, which permits three single family homes per gross acres.

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

FINDINGS:

Planning Staff finds that Applicant's project meets all three of these requirements: (1) The property is contiguous; (2) sewer and water are available as shown above, and (3) the annexation does not adversely affect the City but benefits the City because (a) it supports orderly growth, (b) it provides a variety of housing lots, (c) it creates extensive recreational pathways, and (d) it creates safe streets for vehicle and pedestrian circulation.

Planning Staff further finds that the rezone application is in harmony with the City's Comprehensive Plan as will be shown in more detail below in Section M.

L. **Development Agreement:** Annexation and rezone requests generally require a Development Agreement ("DA"). Applicant and City Staff have used the City's template form for the DA and have added the seven provisions shown below. (A true copy of the proposed Development Agreement is attached hereto as Exhibit "B".)

1. A concept plan is attached to the DA, and Developer shall improve the property substantially consistent with the concept plan.
2. Developer shall, at its own cost, improve Cornell Street.

3. Developer shall pay all City required pro-rata or proportionate share fees for all traffic impacts and intersection controls affected by the subdivision. The fees must be paid prior to approval of final plat for phase 1.
4. Developer shall build only single family homes in compliance with the R-3 Zone except for the two variances approved by the Planning & Zoning Commission at the June 7, 2021 public hearing.
5. Developer shall pay 50% of the cost to design and construct the second culvert crossing of the Mill Slough on the east side of the project property. The 50% cost shall be paid to the City of Middleton prior to final plat approval for phase 1. City will hold the money until the property to the east is developed and the cost for building the remaining portion of the bridge is paid by the second developer.
6. If Developer does not obtain final plat for phase 1 within 3 years of preliminary plat approval (or 4 years with a 1 year extension), then the City may modify or terminate the DA and the preliminary plat becomes null and void.
7. Developer must obtain final plat for each phase within 3 years of final plat for the previous phase. Developer may seek a 1 year extension for each phase, totaling 4 years between each final plat. Failure to do so will result in the remaining portions of the preliminary plat becoming null and void.

M. **Comprehensive Plan & Land Use Map:** *FINDINGS: Planning Staff finds that 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:** City has received two objection letters. Nancy Cannetti objected on 6/4/2021 to the development due to increased traffic, adverse effect on views, and vague neighborhood meeting. Mike Walker objected by letter on 6/7/2021 stating concerns about project traffic using the Greenlinks subdivision for ingress and egress. (Objection letters are attached as Exhibit "C").

O. **Comments from Agencies:** A 6/2/2021 letter from the Middleton Rural Fire District set forth standard comments for approval of the preliminary plat. A 5/24/2021 letter from Drainage District 2 set forth standard comments regarding how to handle the

District's easement along the Mill Slough. A letter received 6/8/2021 from COMPASS noted that trips will be reduced because of the project's closeness to schools and shopping. COMPASS also noted that the project promotes connectivity. (Copies of the comments are attached as Exhibit "D".)

P. Comments from City Engineer and Planning Staff: Copies of City Engineer comments and Planning Staff comments are attached as Exhibit "E").

Q. Applicant Information: Application was received and accepted on March 19, 2021. The Applicant/Owner is Sterling Land Development, Inc, 1159 E. Iron Eagle Drive, Suite 170-K, Eagle, ID 83616 (949) 226-4482.

R. Notices & Neighborhood Meeting:

	Dates:
Newspaper Notification	08/15/2021
Radius notification mailed to Adjacent landowners within 300'	08/13/2021
Circulation to Agencies	08/13/2021
Sign Posting property	08/13/2021
Neighborhood Meeting	02/26/2021

Planning Staff finds that Public Notice was given according to law.

S. Applicable Codes and Standards:

Idaho State Statue Title 67, Chapter 65 and Title 50, Chapters 2 and 13, Idaho Standards for Public Works Construction and Middleton Supplement thereto and Middleton City Code 1-14, 1-15, 1-16, 5-1, 5-2, 5-3, and 5-4.

T. Conclusions and Recommended Conditions of Approval:

The City Council is tasked with considering three separate applications for Annexation/Rezone, Preliminary Plat, and Development Agreement. To properly perform this task, the Council must ultimately make findings of facts, conclusions of law, and an order with respect to each separate application.

As to Findings of Facts, Planning Staff made findings of facts in compliance with Idaho State Law and Middleton City Code. (*See findings of facts above in parentheses.*) If the Council agrees with the findings of facts in the Staff Report, and after hearing public testimony, the Council may simply state on the record that it accepts the findings of fact in the Staff Report and all, or a portion, of the facts stated during public testimony, setting the foundation for the recommendation.

As to Conclusions of Law, Planning Staff finds that the City Council has the authority to hear these applications in order that they may be denied or approved and that the public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton City Code considered in rendering a decision on the applications. If the September 1st public hearing is held and conducted in compliance with Idaho State Statute and the Middleton City Code, then the Council may accept and state these "conclusions of law" on the record.

As to the Order and Conditions of Approval, if the City Council is inclined to approve the applications based upon the above *Findings of Facts* and *Conclusions of Law,* then Planning Staff recommends the 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. All City Engineer review comments are to be completed and approved.
3. All requirements of the Middleton Rural Fire District are to be completed and approved.
4. All Floodplain Administrator review comments are to be completed and approved.
5. Developer to comply with all terms of the proposed Development Agreement.
6. Developer may not obtain the 51st building permit until a fully functional second access is constructed.
7. The small section of northern stub road on the western half of the preliminary plat shall be renamed "Miner Avenue" so that it can tie into the Miner Avenue roadway approved for Falcon Valley Subdivision to the north. The road name changes to "Tilapia Ave" at the Steelhead Street intersection.
8. Sewer and water capacity are reserved at the time City approves the construction drawings for each individual subdivision phase.

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

Prepared by City Planner, Roberta Stewart Dated: 8/27/2021

APPENDIX

Exhibit “A”

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PRELIMINARY PLAT FOR STERLING LAKES SUBDIVISION

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 5
TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN
CANYON COUNTY, IDAHO
2021

SITE DATA

OWNER/DEVELOPER
STERLING LAND DEVELOPMENT, INC
1159 E. IRON EAGLE DRIVE, SUITE 170-K
EAGLE, ID 83616
PH: (949) 226-4482

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 F. 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
MIDDLETON MILL DITCH COMPANY

ROADWAY JURISDICTION
CITY OF MIDDLETON

SCHOOL DISTRICT
MIDDLETON SCHOOL
DISTRICT #134

AREA AND LOT SUMMARY

	TOTAL		PHASE 1	PHASE 2	PHASE 3
TOTAL AREA	±2,238,991 SF	51.4 ACRES			
TOTAL RESIDENTIAL AREA	±998,938 SF	22.9 ACRES			
TOTAL COMMON/OPEN SPACE AREA	±799,557 SF	18.4 ACRES			
RIGHT OF WAY AREA	±440,496 SF	10.1 ACRES			
COMMUNITY COMMON/OPEN SPACE	±30,253	0.7 ACRES			
TOTAL NUMBER OF LOTS	128		56	48	24
TOTAL NUMBER OF BUILDABLE LOTS	118		50	46	22
TOTAL NUMBER OF COMMON LOTS	10		6	2	2
PROPOSED DENSITY	2.30 UNITS/ACRE				
AVERAGE RESIDENTIAL LOT SIZE	8466 SF	0.19 ACRES			
MINIMUM LOT SIZE	8000 SF	0.18 ACRES			
PERCENTAGE OPEN SPACE	35.71%				

0 50 100 200 300

DEVELOPER

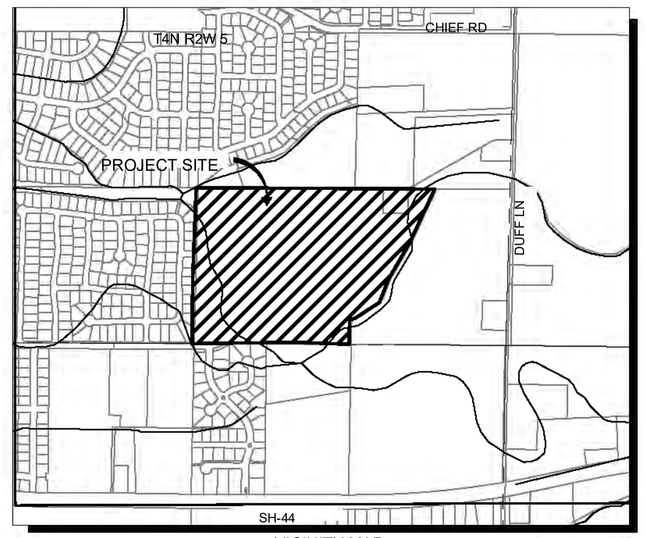
STERLING LAND DEVELOPMENT, INC
1159 E. IRON EAGLE DRIVE, SUITE 170-K
EAGLE, ID 83616
PH: (208) 960-1215

118 BUILDABLE LOTS
10 COMMON LOTS
51 TOTAL ACRES

ZONE: R-3

SHEET INDEX

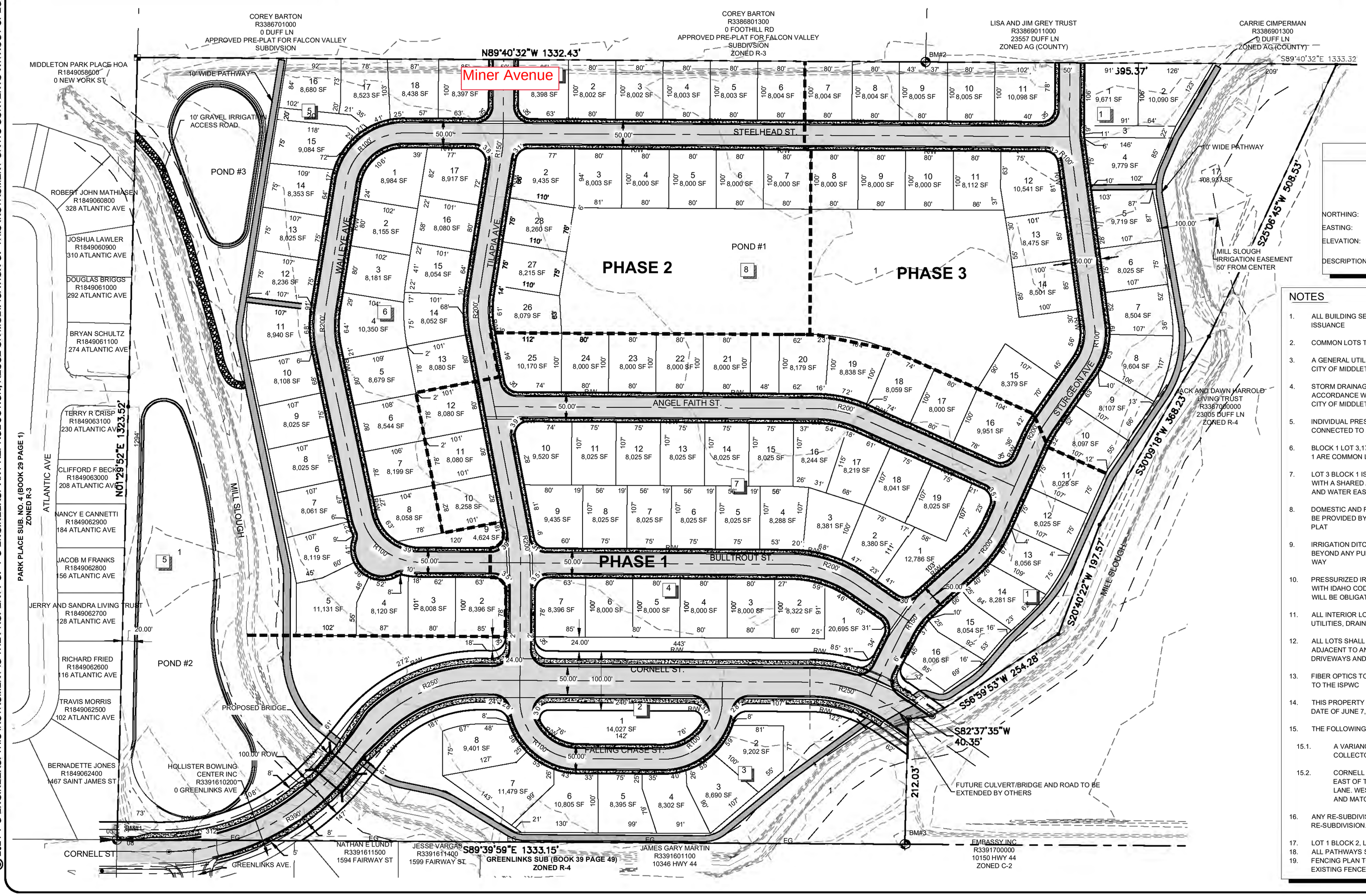
C0.0 LOT DIMENSIONS
C0.01 TYPICAL SECTIONS
C0.02 UTILITY PLAN
C0.03 EXISTING CONDITONS
C0.04 FLOODPLAIN PERMIT PLAN



VICINITY MAP
SCALE: 1"=1000'

LEGEND

- SUBDIVISION BOUNDARY
- R/W — RIGHT-OF-WAY
- EASEMENT
- ROAD CENTERLINE
- 1 — RESIDENTIAL LOT NUMBER
- 1C — COMMON LOT NUMBER
- 1 — BLOCK NUMBER
- FOUND ALUMINUM CAP
- FOUND 5/8 REBAR



SURVEY INFORMATION

ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

BM#1	BM#2	BM#3
NORTHING: 744647.61	NORTHING: 745963.11	NORTHING: 744639.88
EASTING: 2399397.63	EASTING: 2400764.67	EASTING: 2400730.80
ELEVATION: 2406.83	ELEVATION: 2410.73	ELEVATION: 2408.96
DESCRIPTION: 5/8" REBAR "LS 11575"	DESCRIPTION: 5/8" REBAR NO CAP 1/16 SECTION CORNER	DESCRIPTION: 5/8" REBAR "LS 4998"

NOTES

1. ALL BUILDING SETBACK AND DIMENSION STANDARDS SHALL BE IN ACCORDANCE WITH R-3 ZONING AT TIME OF BUILDING PERMIT ISSUANCE
2. COMMON LOTS TO BE OWNED AND MAINTAINED BY THE STERLING LAKES HOMEOWNERS ASSOCIATION.
3. A GENERAL UTILITY EASEMENT OF 10 FEET WILL EXIST ALONG ALL REAR LOT LINES AND 5 FEET ALONG ALL SIDE LOT LINES PER CITY OF MIDDLETON SUBDIVISION REQUIREMENTS.
4. STORM DRAINAGE WILL BE ROUTED TO SWALE 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.
5. INDIVIDUAL PRESSURE IRRIGATION SERVICES WILL BE PROVIDED TO THE REAR OF EACH LOT. PRESSURE IRRIGATION WILL BE CONNECTED TO A NEW PUMP STATION. THE SYSTEM WILL BE OWNED AND MAINTAINED BY THE HOA.
6. BLOCK 1 LOT 3,17, BLOCK 2 LOT 1, BLOCK 3 LOT 1, BLOCK 4 LOT 1, BLOCK 5 LOT 1, 20, BLOCK 6 LOT 9, BLOCK 7 LOT 1, BLOCK 8 LOT 1 ARE COMMON LOTS.
7. LOT 3 BLOCK 1 IS A COMMON LOT WITH A SHARED ACCESS DRIVE FOR LOTS 1 AND 2 BLOCK 1. LOT 20 BLOCK 5 IS A COMMON LOT WITH A SHARED ACCESS DRIVE FOR LOTS 16 AND 17, BLOCK 5. LOT 3 BLOCK 1 AND LOT 20 BLOCK 5 INCLUDE A BLANKET SEWER AND WATER EASEMENT. LOT 3 BLOCK 1 AND LOT 20 BLOCK 5 INCLUDE A BLANKET PUBLIC ACCESS EASEMENT.
8. DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF MIDDLETON. SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF MIDDLETON. MAILBOX CLUSTERS TO BE INSTALLED BY OWNER AS SHOWN ON THE PRELIMINARY PLAT
9. 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
10. PRESSURIZED IRRIGATION WATER WILL BE PROVIDED TO EACH LOT FROM THE MIDDLETON MILL DITCH COMPANY. 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
11. ALL INTERIOR LOT LINES CONTAIN A 5-FOOT WIDE EASEMENT, EACH SIDE, FOR PUBLIC AND PRIVATE UTILITIES, DRAINAGE, AND IRRIGATION FACILITIES
12. ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES AND PEDESTRIAN WALKWAYS IN THE 10 FOOT AREA ADJACENT TO ANY PUBLIC RIGHT OF WAY. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT
13. FIBER OPTICS TO BE PROVIDED TO EACH LOT DURING JOINT TRENCH CONSTRUCTION PER THE CITY OF MIDDLETON SUPPLEMENT TO THE ISPWC
14. THIS PROPERTY IS IN THE ZONE AE OF THE FLOOD INSURANCE RATE MAP NUMBER 16027C0253G, WHICH BEARS AN EFFECTIVE DATE OF JUNE 7, 2019
15. THE FOLLOWING VARIANCES HAVE BEEN APPROVED BY THE CITY OF MIDDLETON FOR STERLING LAKES SUBDIVISION.
    - 15.1. A VARIANCE TO CITY OF MIDDLETON CODE TITLE 5 CHAPTER 4-10-2-H TO REDUCE THE MINIMUM LOCAL ROADWAY AND COLLECTOR ROAD CENTERLINE RADIUSES AS SHOWN.
    - 15.2. CORNELL STREET IS PROVIDED WITH A 100 FOOT RIGHT-OF-WAY PER CITY OF MIDDLETON CODE TITLE 5 CHAPTER 4-10-2-D. EAST OF THE MILL SLOUGH, CORNELL STREET TO BE 50 FEET FROM BOC (BACK OF CURB) TO BOC WITH CENTER TURN LANE. WEST OF THE MILL SLOUGH, CORNELL STREET TO BE 40 FEET FROM BOC TO BOC WITHOUT A CENTER TURN LANE, AND MATCH EXISTING ROADWAY SECTION.
16. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
17. LOT 1 BLOCK 2, LOT 1 BLOCK 5, AND LOT 1 BLOCK 8, INCLUDE A STORMWATER DRAINAGE EASEMENT.
18. ALL PATHWAYS SHALL INCLUDE A 20 FOOT PUBLIC ACCESS EASEMENT.
19. FENCING PLAN TO BE APPROVED BY THE CITY OF MIDDLETON. PERIMETER FENCING IS IMPRACTICAL DUE TOO MILL SLOUGH AND EXISTING FENCE.

PROFESSIONAL ENGINEER REGISTERED 13063 STATE OF IDAHO DAVID N. STERLING
8-26-21

NO.	REVISION DESCRIPTION	DATE	BY
1	REVISED PER CITY OF MIDDLETON COMMENTS	8-26-2021	P. LUCIA

DESIGN PHASE	22-CSP
DESIGNED	P. LUCIA
DRAWN	P. LUCIA
CHECKED	D. STERLING
APPROVED	D. STERLING

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM
BOISE • CODY • COEUR D'ALENE • HEBER CITY
MERIDIAN • NAMPA • SPOKANE

PRELIMINARY PLAT FOR:
STERLING LAKES SUBDIVISION
LOT DIMENSIONS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: 8/26/21
PROJECT: 200564
SHEET: C0.00

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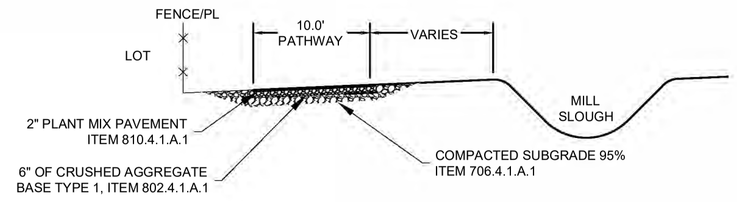
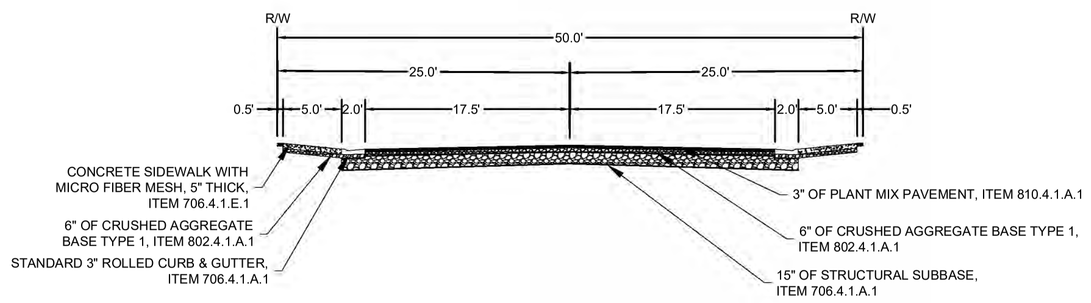
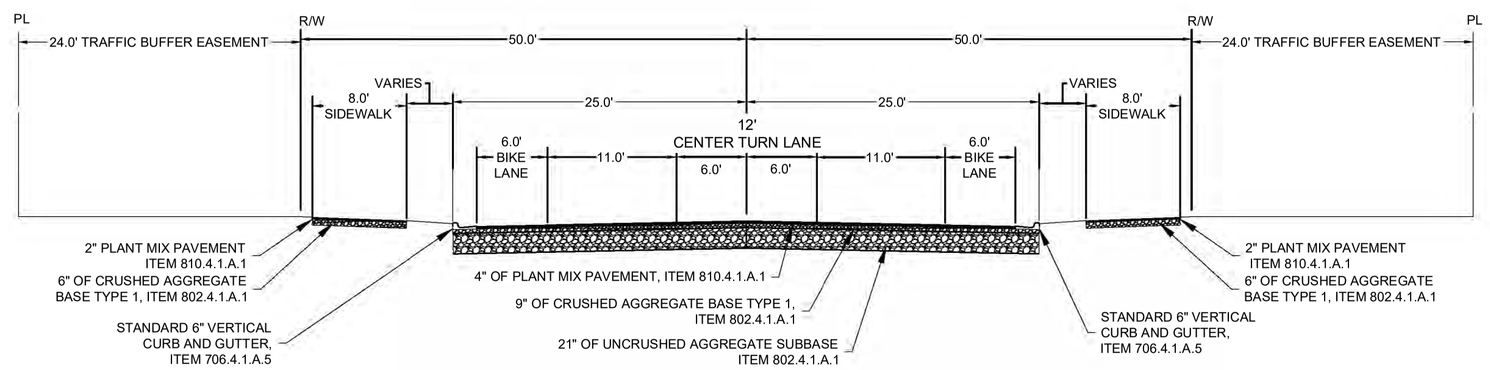


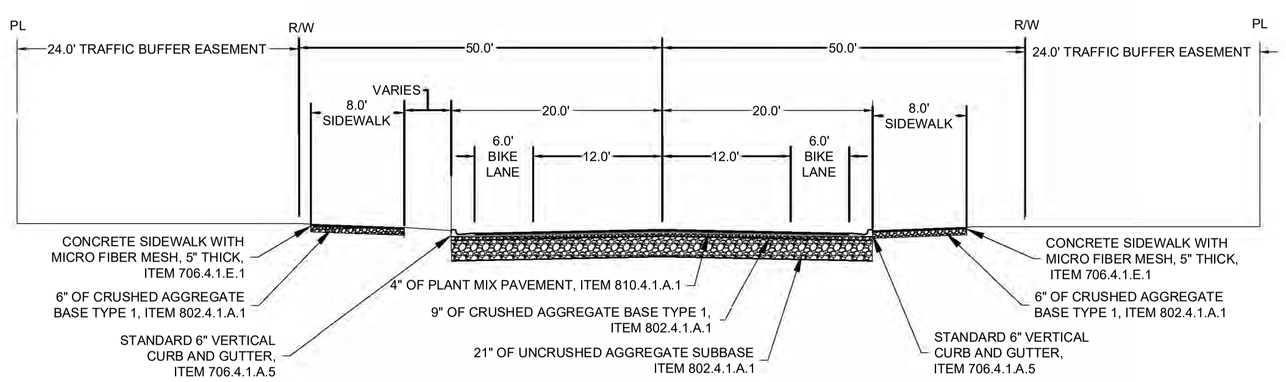
10' PATHWAY TYPICAL SECTION
SCALE: NTS



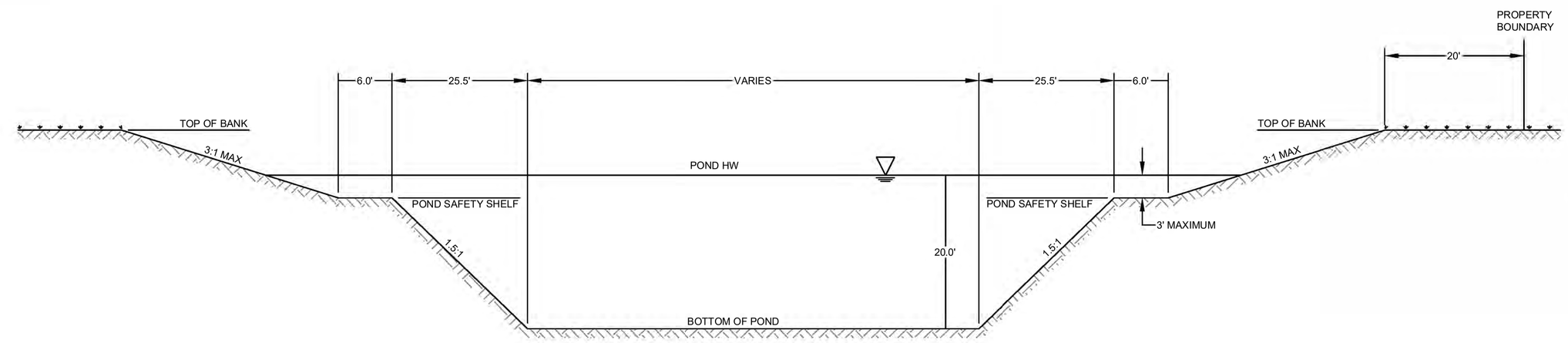
CITY OF MIDDLETON
LOCAL ROADWAY TYPICAL SECTION - 50' ROW
SCALE: NTS



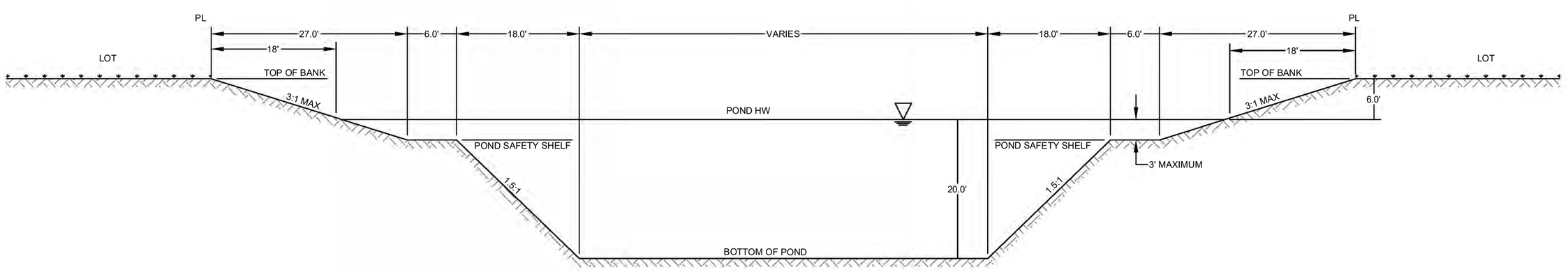
CORNELL STREET TYPICAL SECTION (WITH TURN LANE) - EAST OF THE MILL SLOUGH
SCALE: NTS



CORNELL STREET TYPICAL SECTION (WITHOUT TURN LANE) - WEST OF THE MILL SLOUGH
SCALE: NTS



POND 2 & 3 TYPICAL CROSS SECTION
SCALE: NTS



POND 1 TYPICAL CROSS SECTION
SCALE: NTS

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PROFESSIONAL ENGINEER
REGISTERED
13063
9-28-21
STATE OF IDAHO
DAVID N. STERLING

BORDER SIZE	22"x34"
DESIGNED	P. LUCIA
DRAWN	
CHECKED	D. STERLING
APPROVED	D. STERLING

REVISIONS

NO.	DESCRIPTION	DATE
1	REVISED PER CITY OF MIDDLETON COMMENTS	8-26-2021

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM
BOISE • CODY • COEUR D'ALENE • HEBER CITY
MERIDIAN • NAMPA • SPOKANE

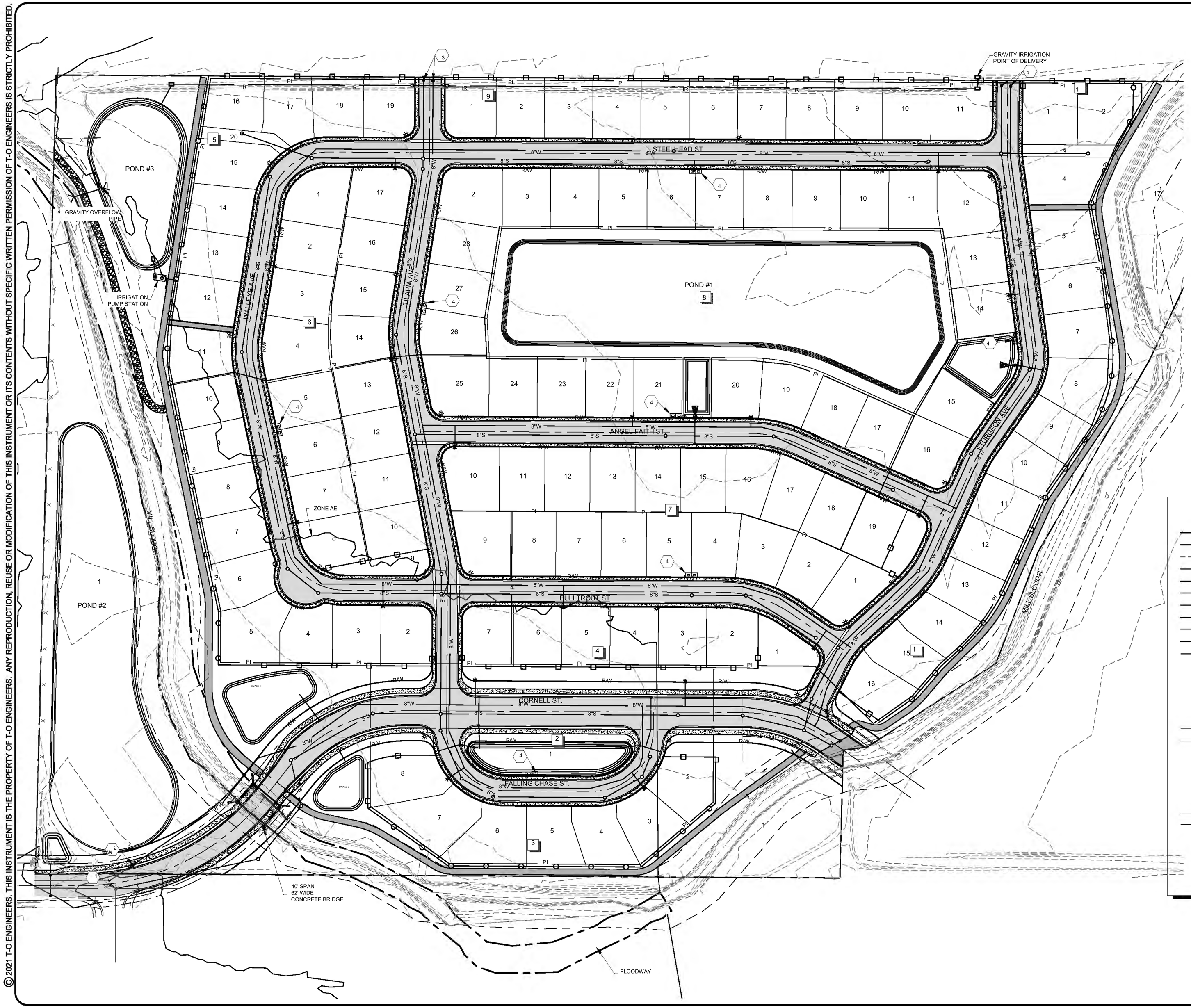
PRELIMINARY PLAT FOR:

STERLING LAKES SUBDIVISION

TYPICAL SECTIONS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	8/26/21
PROJECT:	200564
SHEET:	C0.01



0 40 80 160 240

KEYNOTES:

1. CONNECT TO EXISTING CORNELL ST. SEWER MANHOLE.
2. CONNECT TO EXISTING WATER FROM CORNELL ST. REMOVE EXISTING BLOW-OFF
3. PROVIDE WATER/SEWER MAIN STUBS FOR FUTURE EXTENSION
4. POSTAL CLUSTER BOX LOCATION. SEE LANDSCAPE PLANS

NOTES

1. ALL WATER MAINLINES ARE TO BE 8" IN DIAMETER.
2. ALL SEWER LINES ARE TO BE BE 8" IN DIAMETER.
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.
7. FEMA FLOOD ZONES AE AND FLOODWAY FROM FEMA MAP PANEL NO. 16027C0253G, EFFECTIVE DATE JUNE 7,2019.

LEGEND

	SUBDIVISION BOUNDARY
R/W	ROAD RIGHT-OF-WAY
	PROPOSED EASEMENT
8"S	PROPOSED SEWER LINE
8"W	PROPOSED WATER LINE
SD	PROPOSED STORM DRAIN LINE
PI	PROPOSED PRESSURE IRRIGATION LINE
IR	PROPOSED GRAVITY IRRIGATION LINE
X X X	EX. FENCE LINE
	PROPOSED PRIVACY FENCE
	PROPOSED VIEW FENCE
	PROPOSED SEWER MANHOLE
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED CATCH BASIN/AREA INLET
	PROPOSED SAND AND GREASE TRAP
	EXISTING POWER POLE
OHP	EXISTING OVERHEAD POWER
W	EXISTING WATER MAIN
WV	EXISTING WATER VALVE
	PROPOSED FIRE HYDRANT
	EXISTING CATCH BASIN
	PROPOSED STREET LIGHT
	EXISTING STREET SIGN
SEW	EXISTING SEWER MAIN
EG EG	EXISTING EDGE OF GRAVEL
2580	EXISTING MAJOR CONTOUR
2578	EXISTING MINOR CONTOUR

PROFESSIONAL ENGINEER REGISTERED 13063 8-26-21 STATE OF IDAHO DAVID N. STERLING

NO.	REVISIONS DESCRIPTION	DATE
1	REVISED PER CITY OF MIDDLETON COMMENTS	8-20-2021

BONDER SIZE	22"x34"
DESIGNED	P. LUCIA
DRAWN	P. LUCIA
CHECKED	D. STERLING
APPROVED	D. STERLING

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM
BOISE • CODY • COEUR D'ALENE • HEBER CITY
MERIDIAN • NAMPA • SPOKANE

PRELIMINARY PLAT FOR:

STERLING LAKES SUBDIVISION

UTILITIES

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	8/26/21
PROJECT:	200564
SHEET:	C0.02

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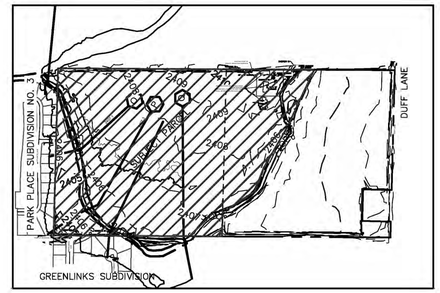
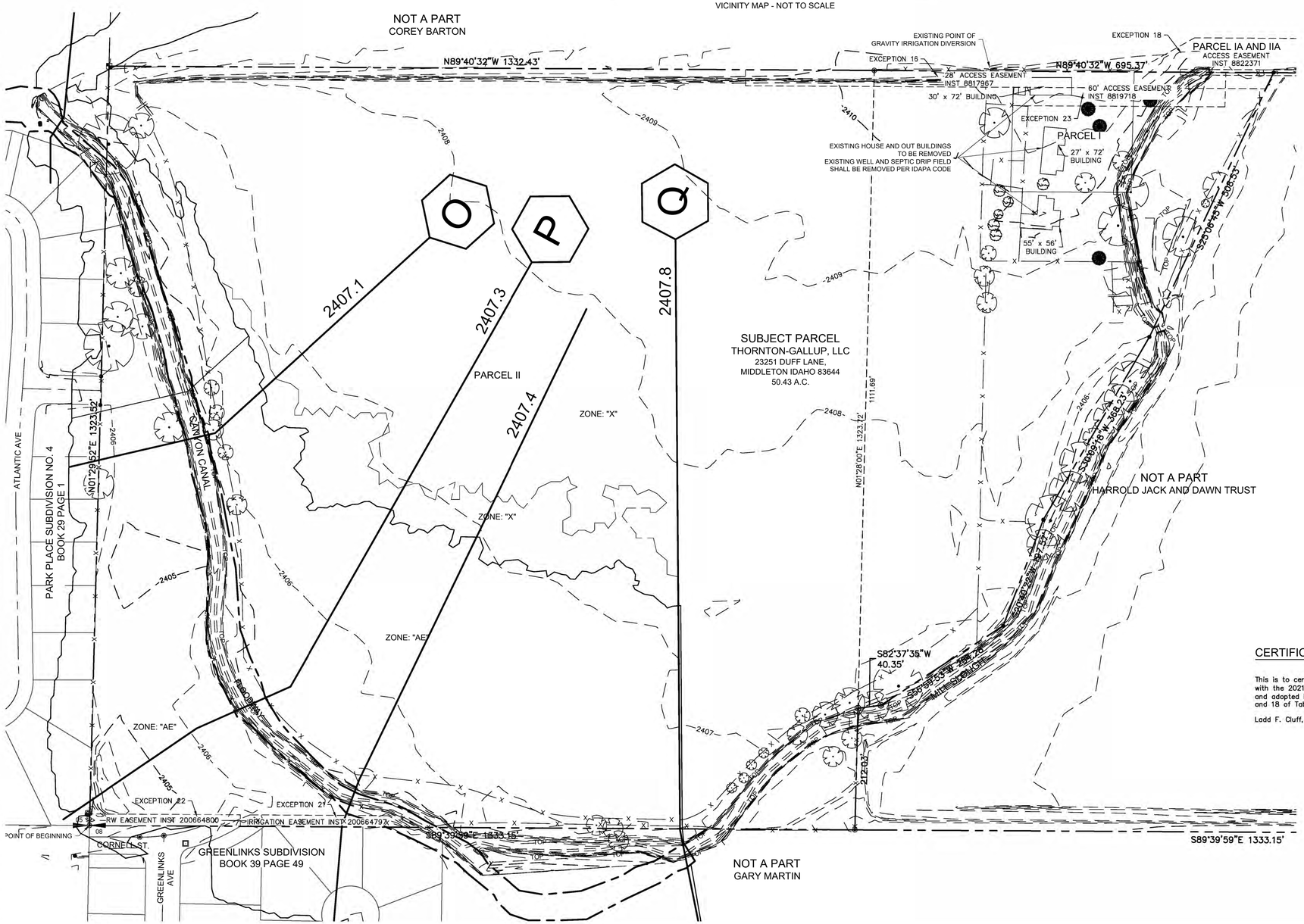
LEGEND

- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- FOUND BRASS CAP
- SET AC
- SEWER MANHOLE
- DECIDUOUS TREE
- CONIFER TREES
- MAILBOX
- TELEPHONE RISER
- POWERLINE GUY LINE
- POWER/UTILITY POLE
- SECTION LINE
- QUARTER SECTION LINE
- PROPERTY BOUNDARY
- LOT LINES
- EXISTING EASEMENT
- EXISTING FENCE LINE
- TOE — TOE OF SLOPE
- TOB — TOP OF SLOPE
- EP — EXISTING PAVEMENT
- OHP — OVERHEAD POWERLINE
- DITCH



VICINITY MAP - NOT TO SCALE



NOTES

1. UTILITY LOCATIONS ARE BASED ON FIELD OBSERVED LOCATIONS DATED 4/7/2021 THROUGH 4/19/2021. UTILITY LOCATIONS ARE NOT ALL INCLUSIVE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. NO SUB-SURFACE UTILITIES WERE LOCATED DURING THE FIELD SURVEY.
2. NO EARTH WORK MOVING, CONSTRUCTION OR USE AS A SOLID WASTE DUMP WAS OBSERVED AS OF THE DATE OF THIS SURVEY.
3. PORTIONS OF THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" AND "AE", PER COMMUNITY-PANEL NUMBER 16027C0253G, EFFECTIVE DATE:JUNE 6, 2019.

SPECIAL EXCEPTIONS:

14. RESERVATIONS AND EXCEPTIONS IN A UNITED STATES PATENT, AND IN THE ACT AUTHORIZING THE ISSUANCE THEREOF, RECORDED NOVEMBER 23, 1889 IN BOOK 1 OF PATENTS, AT PAGE 443 AND BOOK 2 OF PATENTS AT PAGE 52. (NOTHING OBSERVED OR PLOTTED)
15. ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY RECORDED NOVEMBER 4, 1987 AS INSTRUMENT NO. 8723151. (NOTHING OBSERVED OR PLOTTED)
16. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN QUITCLAIM DEED. PURPOSE: 28.00 FOOT WIDE PERPETUAL INGRESS-EGRESS EASEMENT RECORDED: SEPTEMBER 9, 1988 INSTRUMENT NO.: 8817967 (PLOTTED HEREON)
17. TERMS, CONDITIONS, EASEMENTS AND, OBLIGATIONS, IF ANY, CONTAINED IN BOUNDARY AGREEMENT BY AND BETWEEN JAY N. COBURN AND ALICE L. COBURN, HUSBAND AND WIFE AND HARLEY HARROLD AND GENEVIEVE HARROLD, HUSBAND AND WIFE. RECORDED: JUNE 23, 1988 INSTRUMENT NO: 8817974 (PLOTTED HEREON, COMMON BOUNDARY LINE WITH EAST ADJACENT PARCEL)
18. TERMS, CONDITIONS, EASEMENTS AND, OBLIGATIONS, IF ANY, CONTAINED IN PERPETUAL EASEMENT BY AND BETWEEN KIRK L. KRAUSE AND TEBBY L. HINRICHS AND HER SPOUSE HAROLD HINRICHS AND FAY IONA POWERS, A SINGLE WOMAN. RECORDED: NOVEMBER 1, 1988 INSTRUMENT NO: 8822371 (PLOTTED HEREON)
19. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT. GRANTED TO: IDAHO POWER COMPANY PURPOSE: PUBLIC UTILITIES RECORDED: DECEMBER 8, 1988 INSTRUMENT NO.: 8901496 (PLOTTED HEREON)
20. ALL MATTERS, AND ANY RIGHTS, EASEMENTS, INTERESTS OR CLAIMS AS DISCLOSED BY RECORD OF SURVEY RECORDED FEBRUARY 6, 1996 AS INSTRUMENT NO. 9604115. (DOES NOT AFFECT SUBJECT PARCELS)
21. TERMS, CONDITIONS, EASEMENTS AND, OBLIGATIONS, IF ANY, CONTAINED IN IRRIGATION EASEMENT BY AND BETWEEN FAY I. POWERS AND ALICE L. COBURN AND ROYLANCE INVESTMENTS, LLC AND WEST WIND INVESTMENTS, LLC. RECORDED: AUGUST 9, 2006 INSTRUMENT NO: 200664797. (PLOTTED HEREON)
22. TERMS, CONDITIONS, EASEMENTS AND, OBLIGATIONS, IF ANY, CONTAINED IN PUBLIC ROAD EASEMENT BY AND BETWEEN ALICE L. COBURN AND FAY I. POWERS AND CORINTHIAN HOMES, LLC. RECORDED: AUGUST 9, 2006 INSTRUMENT NO: 200664800 (PLOTTED HEREON)
23. TERMS, CONDITIONS, EASEMENTS AND, OBLIGATIONS, IF ANY, CONTAINED IN EASEMENT BY AND BETWEEN FAY I. POWERS AND JAY N. COBURN AND ALICE L. COBURN. RECORDED: OCTOBER 4, 1988 INSTRUMENT NO: 8819718 (PLOTTED HEREON)

CERTIFICATION

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 6(a), 6(b), 7(a), 8, 9, 11(a), 11(b), 16, 17, and 18 of Table A thereof. The field work commenced April 7, 2021 and was completed April 19, 2021.

Ladd F. Cluff, Idaho License PLS 12460

PROFESSIONAL ENGINEER REGISTERED 13063 8-26-21 STATE OF IDAHO DAVID N. STERLING

BORDER SIZE	22"x34"
DESIGNED	P. LUCIA
DRAWN	
CHECKED	D. STERLING
APPROVED	D. STERLING

REVISIONS

NO.	DESCRIPTION	DATE
1	REVISED PER CITY OF MIDDLETON COMMENTS	8-26-2021

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM
BOISE • CODY • COEUR D'ALENE • HEBER CITY
MERIDIAN • NAMPA • SPOKANE

PRELIMINARY PLAT FOR:

STERLING LAKES SUBDIVISION

EXISTING TOPOGRAPHICAL MAP

ATTENTION: 0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	8/26/21
PROJECT:	200564
SHEET:	C0.03

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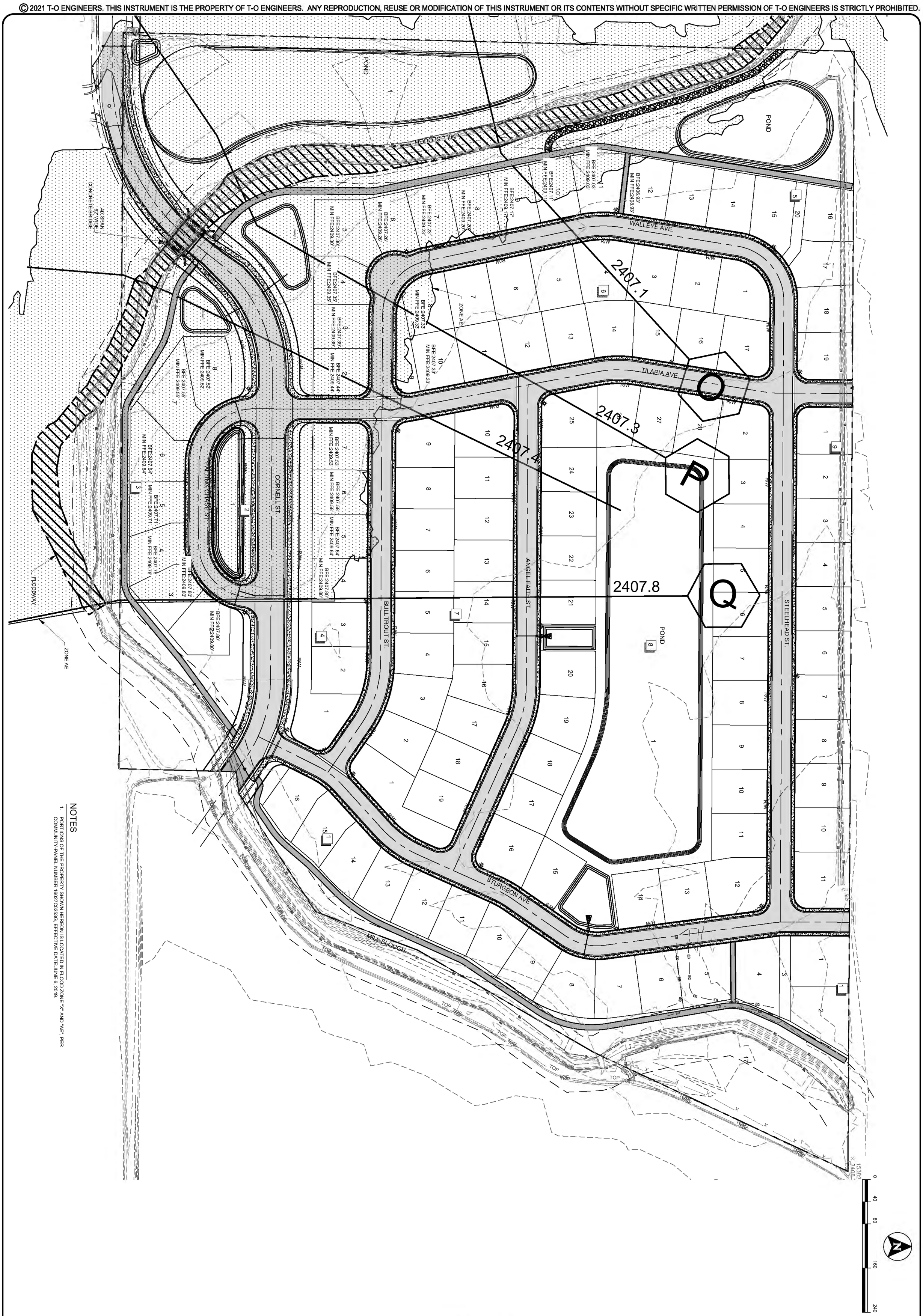

NOTES

1. PORTIONS OF THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE "X" AND "AE", PER COMMUNITY-PANEL NUMBER 16027C0253G, EFFECTIVE DATE:JUNE 6, 2019.

PRELIMINARY PLAT FOR:

STERLING LAKES SUBDIVISION

FLOODPLAIN DEVELOPMENT PERMIT PLAN

T-O ENGINEERS

CONSULTING ENGINEERS, SURVEYORS & PLANNERS
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642

PHONE: (208) 323-2288 WWW.TO-ENGINEERS.COM

BOISE ♦ CODY ♦ COEUR D'ALENE ♦ HEBER CITY
MERIDIAN ♦ NAMPA ♦ SPOKANE

REVISIONS

NO.	DESCRIPTION	DATE
1	REVISED PER CITY OF MIDDLETON COMMENTS	8-26-2021

BORDER SIZE 22"x34"
DESIGNED P. LUCIA
DRAWN P. LUCIA
CHECKED D. STERLING
APPROVED D. STERLING

PROFESSIONAL ENGINEER REGISTERED 13063 STATE OF IDAHO DAVID N. STERLING 8-26-21

ATTENTION: 0 1/2 1
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DATE: 8/26/21
PROJECT: 200564
SHEET: C0.04

Exhibit "B"

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 Sterling Lakes LLC, an Idaho limited liability company, referred to hereafter as Developer (**Developer**).

RECITALS

WHEREAS, Developer owns approximately 51 acres of real property located at 23251 Duff Lane, north of Cornell Street, Middleton, Canyon County, Idaho commonly referred to in Canyon County Assessor's records as Parcel No. R3386901, and 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 Sterling Lakes 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 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 **Concept Plan.** The Concept Plan attached hereto as Exhibit "B" is hereby incorporated herein by this reference as if set forth in full. Developer shall be bound to abide by said Concept Plan and shall develop the Property substantially consistent with the Concept Plan.

3.2 **Frontage Improvements.** Developer shall, at its own cost, improve Cornell Street and comply with the City comments and recommendations for final plat approval.

3.3 **Proportionate Share Fees:** Developer shall pay all City required traffic proportionate share fees 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.

3.4 **R-3 Zone:** Developer shall build only single family homes on the Property in compliance with the R-3 Zone except, pursuant to the variances approved by the Planning & Zoning Commission at the June 7, 2021 Public Hearing on the matter, Developer is entitled to the following two variances or exceptions from Middleton City Code:

a. The minimum roadway centerline radius is one hundred (100) feet.
b. Although Cornell Street is planned to be a 3-Lane Urban Roadway per the Supplement to the ISPWC, for the portion of the bridge over the Mill Slough, the roadway may be lowered to only two lanes for the length of the bridge.

3.5 **Cornell Street Mill Slough East Culvert Crossing:** Prior to City signing the final plat for Phase 1, the Developer shall pay the City fifty percent (50%) of the estimated costs for design and construction of the future Cornell Street culvert crossing of Mill Slough located on the east boundary of the Sterling Lakes Subdivision. This cost is agreed to be $xxxxx and shall be paid to the City as a condition of approval for Phase 1 final plat approval.. This money shall be held by the City and applied to the future cost of

constructing the culvert. This $xxxx is Developer's only obligation to the future construction of the culvert crossing regardless of future timing of construction or potential price increases or decreases.

3.6 **Final Plat Deadline & Termination of Agreement.** Developer shall submit a final plat application to City for Phase 1 within three (3) years of the date the preliminary plat is approved. Upon written request prior to the expiration of said three year period, Developer may apply administratively with a written request for a one year extension to submit the final plat application for Phase 1. Notwithstanding the provisions in Article IV, if Developer does not submit final plat application for Phase 1 within three 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 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 (Single Family Residential). 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.

3.7 **Three Year intervals for Final Plat.** Developer shall be required to submit a final plat application on each phase within three years of final plat approval on the previous phase. Upon written request prior to the expiration of said three year period, Developer may apply administratively with a written request for a one year extension to submit the final plat application. If Developer does not timely apply for a one year extension or does not subsequently submit a final plat application to City 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.

4.2 Upon a breach of this Agreement, and, after a breach, the City Council determines that the zoning should be reverted to R-3, or as otherwise provided in the Idaho Code, then the Developer hereby consents to such reversion or other 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

Developer: Sterling Lakes, LLC
1159 E. Iron Eagle Drive
Suite 170-K
Eagle, Idaho 83616

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

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

Steven J. Rule, Mayor 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, being first duly sworn, declared that he is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

_____
Notary Public
My Commission Expires: _____

DEVELOPER:

By: _____

Brian Sinderhoff

State of Idaho)
ss.
County of _____)

I, a notary public, do hereby certify that on this ___ day of _____, 2021, personally appeared before me Brian Sinderhoffwho, being first duly sworn, declared that they signed

_____
Notary Public
My Commission Expires: _____

Exhibit "C"

Rachel Speer

From: Nancy Cannetti <necannetti@gmail.com>
Sent: Friday, June 4, 2021 6:03 PM
To: Rachel Speer
Subject: Public Hearing Notice - Annexation/Rezone, Preliminary Plat, Development Agreement (Sterling Lakes Subdivision)

Good Afternoon:

My family recently relocated to Middleton in August 2020. We wanted a simpler life to retire, start anew, and leave the congestion of the city. Middleton seemed perfect and offered that rural lifestyle. When purchasing my home my realtor assured me that the lovely mountain and pasture views from my backyard was zoned agricultural and was expected to remain undisturbed for quite some time as the land was family-owned. Furthermore, Middleton is one of those few towns that strongly supports family values and maintains a true small town community spirit among the residents.

I am very saddened to be advised that these wonderful small town values will be compromised. If Middleton allows the development of this land, Middleton will incur a tremendous increase in traffic which will necessitate additional road construction, traffic signals, and unfortunately additional and increased taxes and utility costs. The small hometown community I moved into will no longer exist, and sadly, I do not think I may wish to remain here in Park Place. In addition, I may not be able to afford living here on a limited income.

In addition, I wish to express my concerns with regard to the presentation during the informational "neighborhood" meeting held on February 26, 2021. The representatives from Sterling Land Development were very pleasant; however, did not have any concrete answers to any of the residents' questions or concerns. We were told "geological" studies were being completed and they assured us that nothing would jeopardize our property's structure/integrity or affect the flood plain on which parts of the homes along the proposed subdivision are located. We (the residents) have concerns that the water which would be in the proposed ponds might leach under our properties and possibly cause sinkholes. Sterling responded that this could not happen due to their using riverbed water (still a concern for us as it was not explained sufficiently). Concerns were also voiced about mosquitoes accumulating around the so-called ponds and were told that they know what they are doing and would ensure steps were taken to avoid these kinds of problems. I also alerted the representatives to an extremely large cottonwood tree between my property and my neighbor's property located on the edge of the proposed development and my fear of the pond structure compromising the root integrity of the tree thus a potential for the tree to fall on my house. I was told they would look into it and that they would have an arborist evaluate the situation. We have not been advised that this has occurred.

I realize a summary of the meeting is included in the application, however, I would like to ensure that we, the residents, will be advised that our concerns will be addressed and an appropriate solution will be required and communicated prior to commencement of the proposed construction project. Also, I do not recall anyone stating that they did not want any kind of fence between their property and the pond.

I wish to go on record that I do not support the application for rezoing submitted by Sterling Land Development Inc. and David Sterling. I respectfully request that the Middleton Planning and Zoning Commission consider denying the application for rezoning the subject property in order to preserve that small hometown character of Middleton.

Thank you for your time and consideration.

From:	Nancy Cannetti
To:	Rachel Speer
Cc:	Roberta Stewart
Subject:	Re: Public Hearing Notice - Annexation/Rezone, Preliminary Plat, Development Agreement (Sterling Lakes Subdivision)
Date:	Monday, June 7, 2021 5:02:51 PM

Thank you Rachel. I had hoped to participate in person as well; however, due medical reasons I am unable to attend today. I do appreciate your assistance.

If there are any meeting notes or minutes completed that you are able to share, I would appreciate a copy.

Have a nice evening,
Nancy

On Mon, Jun 7, 2021 at 1:29 PM Rachel Speer <rspeer@middletoncity.com> wrote:

> Thank you for your email. I will make sure the Planning and Zoning Commission is given a copy of this prior to the meeting tonight.
>
> ---
>
> **From:** Nancy Cannetti <necannetti@gmail.com>
> **Sent:** Friday, June 4, 2021 6:03 PM
> **To:** Rachel Speer <rspeer@middletoncity.com>
> **Subject:** Public Hearing Notice - Annexation/Rezone, Preliminary Plat, Development Agreement (Sterling Lakes Subdivision)
>
> Good Afternoon:
>
> My family recently relocated to Middleton in August 2020. We wanted a simpler life to retire, start anew, and leave the congestion of the city. Middleton seemed perfect and offered that rural lifestyle. When purchasing my home my realtor assured me that the lovely mountain and pasture views from my backyard was zoned agricultural and was expected to remain undisturbed for quite some time as the land was family-owned. Furthermore, Middleton is one of those few towns that strongly supports family values and maintains a true small town community spirit among the residents.
>
> I am very saddened to be advised that these wonderful small town values will be compromised. If Middleton allows the development of this land, Middleton will incur a tremendous increase in traffic which will necessitate additional road construction, traffic signals, and unfortunately additional and increased taxes and

utility costs. The small hometown community I moved into will no longer exist, and sadly, I do not think I may wish to remain here in Park Place. In addition, I may not be able to afford living here on a limited income.

In addition, I wish to express my concerns with regard to the presentation during the informational "neighborhood" meeting held on February 26, 2021. The representatives from Sterling Land Development were very pleasant; however, did not have any concrete answers to any of the residents' questions or concerns. We were told "geological" studies were being completed and they assured us that nothing would jeopardize our property's structure/integrity or affect the flood plain on which parts of the homes along the proposed subdivision are located. We (the residents) have concerns that the water which would be in the proposed ponds might leach under our properties and possibly cause sinkholes. Sterling responded that this could not happen due to their using riverbed water (still a concern for us as it was not explained sufficiently). Concerns were also voiced about mosquitoes accumulating around the so-called ponds and were told that they know what they are doing and would ensure steps were taken to avoid these kinds of problems. I also alerted the representatives to an extremely large cottonwood tree between my property and my neighbor's property located on the edge of the proposed development and my fear of the pond structure compromising the root integrity of the tree thus a potential for the tree to fall on my house. I was told they would look into it and that they would have an arborist evaluate the situation. We have not been advised that this has occurred.

I realize a summary of the meeting is included in the application, however, I would like to ensure that we, the residents, will be advised that our concerns will be addressed and an appropriate solution will be required and communicated prior to commencement of the proposed construction project. Also, I do not recall anyone stating that they did not want any kind of fence between their property and the pond.

I wish to go on record that I do not support the application for rezoing submitted by Sterling Land Development Inc. and David Sterling. I respectfully request that the Middleton Planning and Zoning Commission consider denying the application for rezoning the subject property in order to preserve that small hometown character of Middleton.

Thank you for your time and consideration.

Sincerely,

Nancy Cannetti

184 Atlantic Avenue

Middleton

Rachel Speer

From: Mike Walker <mwjw1960@gmail.com>
Sent: Monday, June 7, 2021 3:41 PM
To: Rachel Speer
Subject: Sterling Lakes Subdivision

Looking at the map, it doesn't appear that there is a connection to Duff or other feeder roads.
If the intent is to have the main access from Greenlinks Ave, we will have to object to the addition and rezone.
Greenlinks Ave. is already overwhelmed with the addition of the LDS Church on Cornell. Hundreds of cars 2 times a day that were never in the traffic plan.
In addition, what is the construction access to the Sterling Lakes Subdivision?
Large semi construction trucks will damage the (2) roundabouts on Greenlinks Ave.

Growth is inevitable but putting current residents' comfort/ security at risk is not acceptable.
Mike and Joan Walker
1537 Fairway St. (corner Greenlinks and Fairway).

Exhibit "D"

Sterling Lakes Subdivision

MIDDLETON RURAL FIRE DISTRICT

STAR FIRE PROTECTION DISTRICT

DATE: June 2, 2021

TO: City of Middleton, Planning & Zoning

FROM: Victor Islas, Deputy Chief

SUBJECT: Fire District Review

PROJECT NAME: Sterling Lakes Subdivision, Middleton, Idaho

Fire District Summary Report:

Overview: This development can be serviced by the Middleton Rural Fire District. This development shall comply with the 2018 International Fire Code (IFC) and any codes set forth by the City of Middleton, Idaho.

Fire Response Time: This development will be served by the Middleton Rural Fire District Station 53, located at 302 E. Main St., Middleton, ID 83644. Station 53 is 2.8 miles with a travel time of 6 minutes under ideal driving conditions to the proposed entrance of the development.

Accessibility: Roadway Access, Traffic, Radio Coverage

Access roads shall be provided and maintained following Appendix D and Section 503 of the IFC. Access shall include adequate roadway widths, signage, turnarounds, and turning radius for fire apparatus.

Access road design shall be designed and constructed to allow for evacuation simultaneously with emergency response operations.

One- or two-family dwelling residential developments: Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall provide with at least two separate and approved fire apparatus access roads.

All access roads in this development shall remain clear and unobstructed during construction of the development. Additional parking restrictions may be required as to maintain access for emergency vehicles at all times. Hydrants shall remain unobstructed at all times per city code.

The fire district requires that Autoturn models be submitted for review. Autoturn models should be reflect a standard fire engine and 50' ladder truck.

An unobstructed vertical clearance of no less than 13 feet 6 inches shall be maintained at all times.

The applicant shall work with City of Middleton and Fire District to provide an address identification plan and signage which meets the requirements set forth by each agency. Addressing shall be placed in a position that is plainly legible and visible from the street or road fronting the property, as set forth in International Fire Code Section 505.1

(208) 286-7772
11665 W. STATE ST., SUITE B
STAR, IDAHO 83669

Upon commencement of initial construction of a new structure, a clear visible freestanding sign or post hall be erected and maintained in place until the permanent address numerals are attached or otherwise displaced upon the premises at completion.

Specialty/Resource needs: None

Water Supply:

Water supply requirements will be followed as described in Appendix B of the 2015 International Fire Code unless agreed upon by the Fire District.

1. Fire Flow: One- and two-family dwellings not exceeding 3,600 square feet require a fire-flow of 1,000 gallons per minute for a duration of 1 hours to service the entire project. One- and two-family dwellings in excess of 3,600 square feet require a minimum fire flow as specified in Appendix B of the International Fire Code.
2. Water Supply: Acceptance of the water supply for fire protection will be by the Fire District and water quality by the City of Middleton for bacteria testing.
3. Water Supply: Final Approval of the fire hydrant locations shall be by the Fire District or their designee in accordance with International Fire Code Section (IFC) 508.5.4 as follows:
    a. Fire hydrants shall have a Storz LDH connection in place of the 4 ½" outlet. The Storz connection may be integrated into the hydrant, or an approved adapter may be used on the 4 1/2" outlet.
    b. Fire hydrants shall have the Storz outlet face the main street or parking lot drive aisle.
    c. Fire hydrants shall be placed on corners when spacing permits.
    d. Fire hydrants shall not have any vertical obstructions to outlets within 10'.
    e. Fire hydrants shall be placed 18" above finished grade to the center of the Storz outlet.
    f. Fire hydrants shall be provided to meet the requirements of the City of Middleton Standards.
    g. Show all proposed or existing hydrants for all new construction or additions to existing buildings within 1,000 feet of the project.

Inspections:

Final inspection by the Fire District of the above listed including hydrant flow must be completed before building permits are issued

Additional Comments:

Side Setback as per City Code. Any modification to setback will require review and approval by the Fire District.

Streetlights shall be turned on once residential building begins, Lighting is essential in assisting first responders with identifying entrances safely while responding to calls for service.

Boise Office
1101 W. River St.
Suite 110
Boise, Idaho 83702
Tel. (208) 629-7447

Challis Office
1301 E. Main Ave.
P.O. Box 36
Challis, Idaho 83226
Tel. (208) 879-4488

Twin Falls Office
236 River Vista Place
Suite 301
Twin Falls, Idaho 83301
Tel. (208) 969-9585

Fax (all offices)
(208) 629-7559

SAWTOOTH LAW OFFICES, PLLC

David P. Claiborne *
S. Bryce Farris
Evan T. Roth
Daniel V. Steenson
Andrew J. Waldera **
Brian A. Faria**
Patxi Larrocea-Phillips
Matthew A. Sturzen
Katie L. Vandenberg-Van Vliet
James R. Bennetts *(retired)*

Attorneys licensed in Idaho
** Also licensed in Washington*
*** Also licensed in Oregon*

May 24, 2021

CITY OF MIDDLETON
RECEIVED
MAY 27 2021
MS

Rachel Speer
Middleton Planning and Zoning Official
P.O. Box 487
Middleton, Idaho 83644

Re: Annexation/Rezone, Preliminary Plat, Development Agreement - **Sterling Lakes Subdivision**

Dear Ms. Speer:

Drainage District No. 2 has an easement that courses through or abuts this property. This easement is 100 feet, 50 feet each side of the centerline, for open drains and 50 feet, 25 feet each side of the centerline for piped or closed drains. The developer must contact the District's attorney's, Sawtooth Law Offices, PLLC, for approval before any encroachment, change of easement, or drainage discharge into the District's facilities occurs. The District must review drainage plans and construction plans prior to any approval.

The District generally requires a License Agreement prior to any approval for the following reasons:

1. Relocation of a District facility which would also require a new easement and relinquishment of the old easement once the relocation has been completed.
2. Piping of District facility.
3. Encroachment on a District facility with gas, water and sewer lines, utility lines, roadways, bridges or any other structures.
4. Drainage discharges into District facilities.

Also, please be advised that the District does not approve of trees within the District's easement. Therefore, any existing trees within the District's easement will need to be removed. On occasion, the District may make exceptions on a case by case basis, which require the developers/owners obtain written permission from District for existing trees to remain.

Please contact me if you have any questions.

Yours very truly,

S. Bryce Farris

SBF:krk
cc: DD#2 Board of Directors

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: Sterling Lakes **Agency: Middleton**

CIM Vision Category: Future Neighborhoods

New households: 120 **New jobs: 0** **Exceeds CIM forecast: No**

CIM Corridor: **None** Pedestrian level of stress: **N/A** Bicycle level of stress: **N/A**	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with **G or PG** ratings better support bicyclists and pedestrians of all ages and comfort levels.
Housing within 1 mile: **980** Jobs within 1 mile: **110** Jobs/Housing Ratio: **0.1**	A good jobs/housing balance – a ratio between **1 and 1.5** – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
Nearest police station: **2.8 miles** Nearest fire station: **1.9 miles**	Developments within **1.5 miles** of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
Farmland consumed: **Yes** Farmland within 1 mile: **917 acres**	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
Nearest bus stop: **>4 miles** Nearest public school: **0.9 miles** Nearest public park: **0.2 miles** Nearest grocery store: **0.9 miles**	Residents who live or work less than **½ mile** from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

The proposal is in an area of east Middleton near a public park, school, and grocery store. This location may reduce trip length and encourage bicycle and pedestrian use. ValleyConnect proposes a bus routes along Highway 44, from Canyon County to downtown Meridian, via Highway 44. The nearest bus stop would be located in downtown Middleton. The proposal utilizes existing stub roads to promote automobile and non-motorized connectivity.

More information about COMPASS and *Communities in Motion 2040 2.0*:
Web: www.compassidaho.org
Email info@compassidaho.org
More information about the development review process:
http://www.compassidaho.org/dashboard/devreview.htm

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

Exhibit "E"

CITY OF MIDDLETON

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

UPDATED PRELIMINARY PLAT COMMENTS – Sterling Lakes Subdivision

August 12, 2021

Please make the following changes to the Preliminary plat:

1. Provide a notarized copy of the Affidavit of Legal Interest showing Sterling Lakes LLC's permission to bring this application.
2. Change the name of Miner Avenue. The street name is already being used in the Falcon Valley Subdivision.
3. Note 6 regarding the 2 private drives must also include language that a public access easement is applied to the private drives. This will allow the UPS man and visitors to access the driveways. Making it only a common lot does not give the public and visitors access to the driveways.
4. Lot #17 is not designated correctly in block 5. Add the number "17"
5. The lot count on Block 7 is wonky. Correct the numbering of lots 11 through 19. It is backwards.
6. Fix the legend on the first page. It is off a line.
7. Show the mailbox locations on the pre-plat
8. Add this note: "Any re-subdivision of this plat shall comply with the applicable regulations in effect at the time of the re-subdivision."
9. Show fenced perimeter

Roberta Stewart

Middleton City Planner

May 20, 2021

TO: Roberta Stewart, Planner
Rachel Speer, PE

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

RE: STERLING LAKES SUBDIVISION

Thank you for the opportunity to review the above referenced preliminary plat submittal. Every effort was made to identify all the review comments, but additional comments may come up as the application goes forward.

MCC 5-4-3: Traffic Impact Analysis.

MCC 5-4-4.2 a and l. The boundary is required to be surveyed and stamped by PLS including ties to corners. It should be possible to use the description from the deed and retrace fully the boundary. It is not possible to make out common lots, dimensions of lots, boundary limits, etc. Please revisit line work as needed.

MCC 5-4-4.2.f. Topography is required to be shown – not just contours.

MCC 5-4-4.2.h. What is happening with the existing house at northeast corner? Show all topo: existing well, septic, identify all the easements in Schedule B labeled with instrument #, show fully the connection at Cornell Street including existing rights of way and utilities, show fully the connection at Greenlinks including existing rights of way and utilities.

MCC 5-4-4.2.i. Add name of recorded subdivisions adjacent, include book/page.

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

MCC 5-4-4.2.k. Please add the lot count table, per phase.

MCC 5-4-4.2.p. Please specifically identify all land to be dedicated to the public with purpose indicated. Please list lots and use.

Note 3. Remove irrigation and drainage language for front lot easement.

Note 4/Sheet 0.02. Storm water will not be discharged into the ponds and comingled with irrigation and groundwater. Plan to manage a 100 year/1 hour storm using

retention facilities. The front half of the lot C value is 0.60, the rights of way (all) are 0.95. All stormwater management facilities require pretreatment.

Note 5. Expand as required to address Idaho Code 31-3805.

Note 8. Delete.

Add a note regarding fiber.

Street lights every 400 ft maximum, at intersections and culdesacs.

Add a note exterior boundary is required to be fenced.

Show mail box/USPS location.

Identify lots to be used for stormwater management. The use for the lots is exclusive to stormwater – no other utilities co-locate.

Correct street names. Street is east/west. Avenue is north/south. Court is culdesac. No other designations.

The south area Mill Slough easement does not appear to be consistent with the easement in other areas of the plat.

Please plan to connect to existing water and sewer in Cornell, Greenlinks or other. Show fully the existing utilities, connection points, size, etc.

Water corridor is north and east. Sewer corridor is south and west. Revise Talapia to eliminate/minimize sewer crossing water.

Please extend the 8 inch sewer main to the end of Minor to north boundary.

Extend sewer and water across Mill Slough to southeast corner.

Plan to extend Cornell Street right of way to east boundary or otherwise assure future right of way "for others" is available if Sterling Lake is not required to extend Cornell to east boundary.

Extend Sturgeon to north boundary/Grey Trust parcel, including utility extension.

Revisit intersection of Bulltrout and Sturgeon. Correct geometry.

Many lot dimensions are not legible because of line work and conflicts. Double centerline on Cornell. How wide is lot 1 block 4?

The traffic buffer for Cornell is required to be <u>within</u> minimum 24 ft easement.

Use City's local section for Cornell to the bridge. You can transition from existing in 20 ft +- and we can address fully at construction phase.

Add centerline radii and intersection radii.

Identify limits of flood plain/flood way/base flood elevation(s) as applicable.

As a condition of construction plan submittal to the City, plan to submit the approved reclamation plan (or other) from Dept of Lands for the ponds/mining areas shown. Please double check the top of bank is sufficient distance from the west boundary so there is no impact to neighboring parcels. Dimension for reference.

Only 50 lots maximum can be developed without a secondary access.

August 17, 2021

TO: Roberta Stewart, Planner
David Sterling, PE, TO Engineers

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

RE: STERLING LAKES SUBDIVISION

Thank you for the opportunity to review the above referenced preliminary plat re-submittal.

MCC 5-4-4.2.h. Will the easements of record be vacated? The easements do impact the right of way to be dedicated. #17 and #19 were not shown or I could not see the call out on C0.03.

Note 4/Sheet 0.02. Storm water may not be discharged into the ponds and comingled with irrigation and groundwater. Wet facilities or wetlands are not acceptable to the City for perpetual ownership and maintenance because of overgrowth, vectors including mosquitoes, odor and continuous neighbor complaints. Please make provision for the stormwater management and separation from groundwater up front. The forebay and storage area may have less than 3 ft from groundwater but can't intersect groundwater or have no provision for groundwater level fluctuation.

Note 7 should also include blanket easement for utilities (water/sewer).

Please add a note exterior boundary is required to be fenced. The landscape plan is fine too but please also add the note to the preliminary plat.

Show mail box/USPS location. The landscape plan is fine too but please also add the information to the preliminary plat.

The use for applicable lots is exclusive to stormwater management. Please add a note identifying the lots and blanket easement language.

The traffic buffer for Cornell is required to be <u>within</u> minimum 24 ft easement. Please revise the typical section to reflect the correct geometry. The berm section is not included in the lot area because lot owners then want to remodel, plant, or otherwise customize the area for other than traffic buffer.

Please use City's local section for Cornell to the bridge including concrete sidewalks. Please revisit the structural section as well.

Add a note to C0.00 and call out a 20 ft public easement for the pathways.

If possible and practical, combine C0.00 and C0.02. Multiple sheets in the plat are hard to manage. Only 50 lots maximum can be developed without a secondary access. The response is not clear but the requirement can't be waived or changed administratively.

C 0.04 is an excellent summary of floodplain/floodway information. Very well done.

Civil Dynamics
305 Cornell St. • Middleton, Idaho 83644 • 208.453.2028

August 27, 2021

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

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

RE: Sterling Lakes Subdivision Preliminary Plat City Engineer Approval

---

Thank you for the opportunity to review the above referenced preliminary plat submittal.

The preliminary plat appears to be prepared in conformance with, and meet, the applicable sections of Middleton City Code Title 5, Title 6 and City platting requirements. Civil Dynamics recommends Mayor and Council approve the preliminary plat.

EXHIBIT “C”

Middleton City Council

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

In the Matter of an application by Jane Suggs/Gem State Planning for preliminary plat and development agreement termination/modification with respect to the Waverly Park Subdivision located at 0 Duff Lane (Tax Parcel Nos., R338570120 and R33857011) involving 417 buildable lots and 55 common lots on 157.56 acres of vacant land (the "Property").

A. Findings of Fact: The Middleton City Council reviewed the facts as outlined in the staff report for the hearing date of September 1, 2021 (which staff report is attached hereto as Exhibit "A" and incorporated herein by this reference and made a part hereof as if set forth in full), and considered public testimony and applicant submittals, as set out below. Additionally, all pertinent Idaho State statutes and City ordinances, standards and codes were used in evaluating the application.

1. Hearing Facts: See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.

2. Process Facts: See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.

3. Application and Property Facts: See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.

4. Required Findings per Middleton City Code 1-14-2(E)(7), 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.: See Staff Report for the hearing date of September 1, 2021, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.

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

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

I.C. §67-6503).

2. That the City of Middleton properly exercised said authority.

3. That due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction and comment(s) received in written form and through public testimony.

4. That notice of the application and public hearing were given according to law.

5. That City Council's public hearing was conducted according to law, and the City has kept a record of the application and related documents.

6. That codes and standards applicable to the applications are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, 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.

C. Order of Decision:

Pursuant to the City Council's authority as provided in Middleton City Code 1-5-2, and based upon the Findings of Fact and Conclusions of Law, the Mayor and City Council hereby order the following:

1. The application for preliminary plat is approved subject to the conditions of approval set forth in the Staff Report for the September 1, 2021, public hearing.
2. The application for development agreement termination/modification is approved subject to the conditions of approval set forth in the Staff Report for the September 1, 2021, public hearing.

D. Right to Request Regulatory Taking Analysis

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

WRITTEN ORDER AND DECISION APPROVED ON: August _____, 2021.

_____
Steven J. Rule, Mayor
Middleton City Council

Attested by:

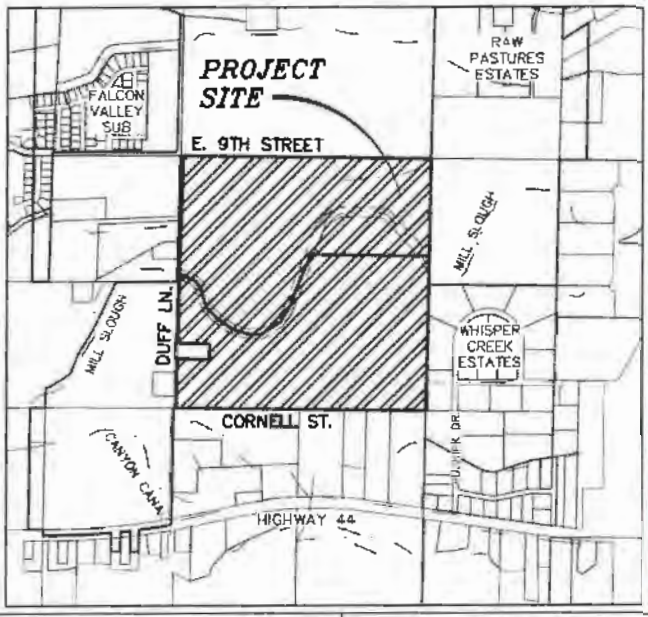
_____
Roberta Stewart
Planning and Zoning Department

STAFF REVIEW AND REPORT
Middleton City Council

Waverly Park Subdivision

City Council Public Hearing Date: September 1, 2021

Snapshot Summary:



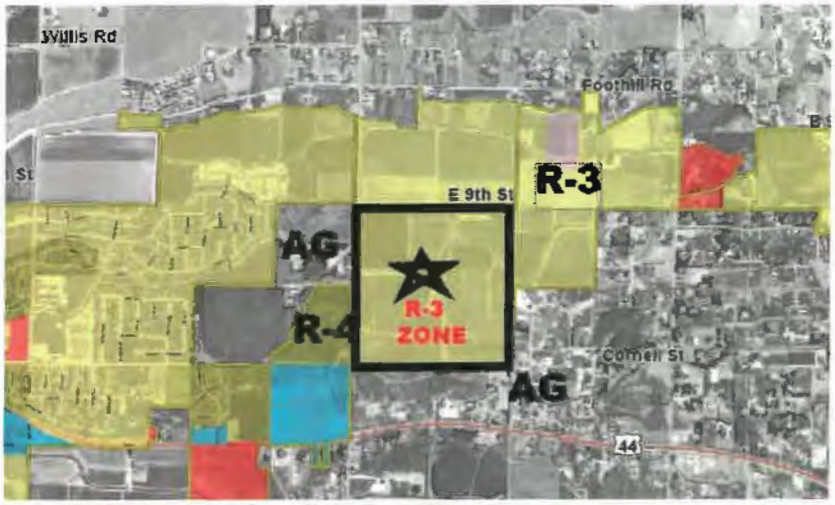
Acreage	157.56 acres
Current Zoning	R-3 ("Single Family Residential")
Proposed Zoning	To remain the same R-3
Current Land Use	Residential
Proposed Land Use	To remain the same "Residential"
Lots	417 single family home lots – 54 common lots
Density	2.6 (density allowed is 3 single family dwellings per gross acre).
Open Space	19.24 acres / 12.2%
Amenities	10' wide walking pathway with public easement / 6 acre common lot.

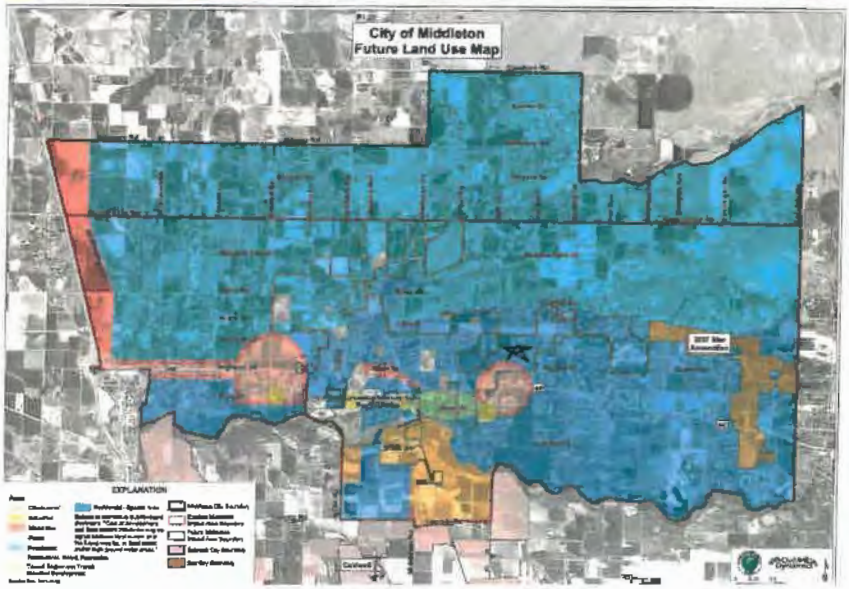
A. Application Requests: Applicant submitted two applications: (1) Preliminary Plat and (2) Development Agreement Termination/Modification.

B. **Project Description:** Subdivision with 417 single family home lots and 54 common lots on 157 acres. (Tax Parcel Nos. R33857011 & R33857012). Amenities include 10' walking path along the slough/canal and 6 acre open space common lot.

C. **Current Zoning & Property Condition:** The 157 acre project site is currently zoned R-3 ("Single Family Residential"). The property is surrounded by City R-3 zoning on the north and east sides. County property zoned agricultural surrounds the project on the west, south, and east sides. A small amount of County C-1 (Neighborhood Commercial) is also located to the south of the project.

The project parcel is designated a Residential use on the Future Land Use Map, and that will remain unchanged.





D. **City Services:** Domestic water is already located in 9th Avenue and easily accessible. Sanitary sewer is available along Duff Lane and 9th Avenue and easily accessible.

E. **Traffic, Access & Streets:** Access to the project is via Duff Lane, 9th Avenue, Cornell Street, and Albright Avenue.

Project Owner/Developer will contribute to the improvement of nearby roads and intersections by paying $2,105,850 in Traffic Impact Fees pursuant to the new Mid-Star Impact Fee Schedule. These fees are collected at building permit issuance.

In addition to Traffic Impact Fees, Owner/Developer will pay Proportionate Share fees to cover impacted intersections that are NOT on the Mid-Star fee schedule. These fees are being re-reviewed by Idaho Transportation Department in light of the new Mid Star fee schedule under review. ITD has a long queue for review and will not be able to render a recommendation on a fee amount until a few weeks after the September 1st hearing date. This, however, should not affect City Council's ability to approve the Preliminary Plat if it is so inclined. Council will merely need to make payment of all City required Proportionate/Pro-rata Share fees a condition of Preliminary Plat and Final Plat approval.

Finally, it should be noted that Developer will further mitigate any traffic impacts by improving, at its own cost, ½ road street frontages along Duff Lane, 9th Avenue, Cornell St., and Albright Avenue.

F. **Pathway & Open Space:** Applicant has provided a 10' wide asphalt pathway along the slough that runs through the property. This pathway will connect to future pathways in the Regional trail system as shown on the Comprehensive Plan's "*Transportation, Schools, and Recreation Map.*"

G. **Stormdrain and Pressurized Irrigation:** Stormdrain facilities and pressurized irrigation have been provided in the preliminary plat and are approved by the City Engineer.

H. **Middleton Rural Fire District:** The Middleton Rural Fire District has reviewed the preliminary plat and issued general comments approving the preliminary plat.

I. **Preliminary Plat Application:** Please see full copy of the Preliminary Plat attached to this Staff Report as Exhibit "A". City Engineer's "recommendation" letter for approval is attached as Exhibit "B".

Developer is proposing nine phases for the development of the plat:

FINDINGS:

Planning Staff finds that the preliminary plat complies with the dimensional standards of the R-3 Zone and other requirements of the Middleton City Code. No variances are requested with respect to the preliminary plat.

Planning Staff further finds that the preliminary plat is not materially detrimental to the public health, safety and welfare, and City services are located within easy access. Finally, as will be discussed at length below in section K, the preliminary plat is also in harmony and compliance with the Middleton Comprehensive Plan.

J. **Development Agreement:** The subject property was annexed into the City before 2006. In 2006, the owners and the City entered into a Development Agreement ("DA") that involved this property and an additional 90 acres to the east. Applicant is requesting that its 157 acres be removed from the requirements of the 2006 DA, leaving the remaining 90 acres owned by others subject to the DA.

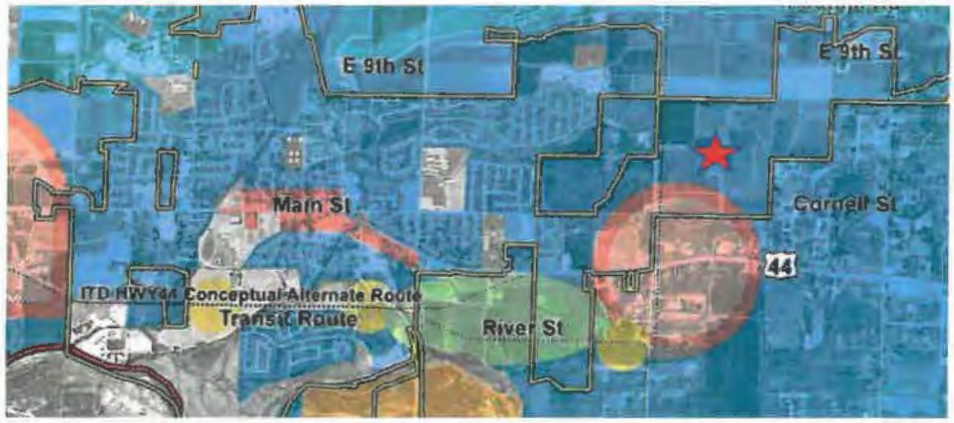
Planning Staff is in favor of terminating the 2006 DA as to the Applicant's 157 acres. Owner/Developer has designed the preliminary plat to the current standards of the Middleton Code and standards of the 2019 Comprehensive Plan. The current preliminary plat meets all dimensional standards for the R-3 Zone and does not involve any variances, waivers or exceptions from the Code. If the Owner/Developer develops the property per the 2006 DA, the Developer must improve all streets and infrastructures to the outdated standards of the 2006 Middleton Code. Additionally, Developer will not be required to install the pathways and open space required by the current 2019 Comprehensive Plan.

Both Owner and City Staff agree that the preliminary plat will be a better plat if it is designed to the standards found in the current code and Comprehensive Plan. There is essentially no benefit it retaining the outdated standards mandated by the 2006 DA.

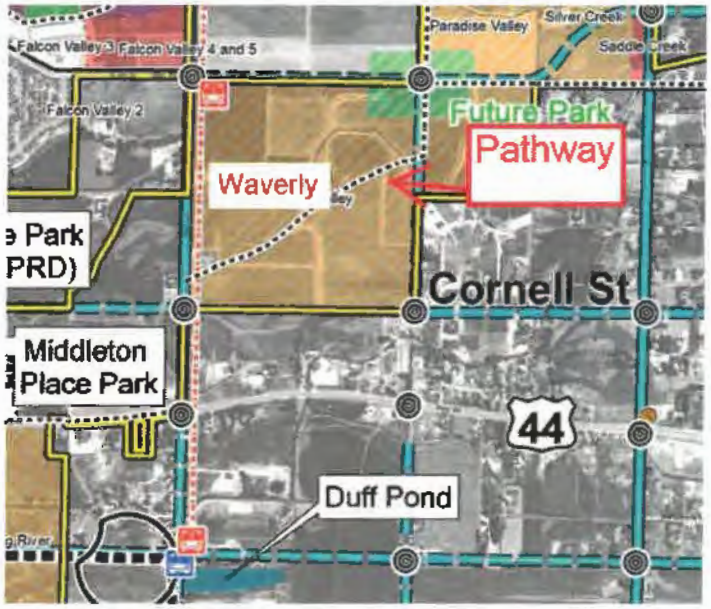
Attached as Exhibit "C" is a true copy of the proposed Development Agreement Termination. Attached as Exhibit "H" is a true copy of the old 2006 Paradise Valley DA that applies to this property.

FINDINGS:
As will be stated in more detail below in section K below, this DA termination is in harmony with the current 2019 Comprehensive Plan.

K. **Comprehensive Plan & Land Use Map:** The Waverly Park project is in compliance with the "Residential" land use designation noted on the Future Land Use Map.



Additionally, the Project's pathway system is substantially consistent with the required pathway shown on the Comprehensive Plans' *Transportation, Schools, & Recreation Map.*



Finally, the Waverly Park preliminary plat and development agreement termination are in harmony with the Comprehensive Plan's "Goals, Objectives, and Strategies" as follows:

a. *Goal 3: The project provides safe vehicle and pedestrian facilities in light of the street improvements and public pathways 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 residents.*
c. *Goal 6: Water, sewer, and road systems have been expanded in an orderly manner consistent with population growth.*

d. Goal 10: Project provides parks and open space.

FINDINGS:

For reasons stated above, Planning Staff finds that the Waverly Park project and its two applications are in harmony with the 2019 Comprehensive Plan.

L. **Comments Received from Surrounding Landowners:** One letter from Jim Grey, dated June 8, 2020, regarding the inability to comment on the project at the P&Z proceeding on the matter. See letters attached as Exhibit "D "

M. **Comments from Agencies:** The Middleton Rural Fire Department issued standard comments regarding the project in its August 4, 2021, comment letter.

Staff received two comment letters from Canyon Highway District #4 dated 6/2/2021 and 7/7/2021. CHD4 recommended that the outparcel receive access through the project. (This is accomplished on the newest version of the preliminary plat.) CHD4 also recommended that the City collect proportionate share fees and get all Right of Way dedicated. Finally, CHD4 noted that the bridge would need to be widened during construction drawings.

A comment letter from COMPASS notes that the project exceeds projected growth forecasts and states concerns that the transportation system may be adversely impacted by the project.

An August 3, 2021, comment letter from Drainage District #2 set forth standard procedures for dealing with the drainage easement.

All agency comments have been appended to this Staff Report as Exhibit "E".

N. **Comments from City Engineer and Planning Staff:** Copies of comments from City Engineer and Planning Staff are attached as Exhibit "F".

O. **Applicant Information:** Application was received and accepted on May 18, 2020. The Applicant is Jane Suggs/Gem State Planning / 9840 W. Overland Road, Boise, ID 83709 / jane@gemstateplanning.com.

P. **Notices & Neighborhood Meeting:**	**Dates:**
Newspaper Notification	08/03/2021
Radius notification mailed to Adjacent landowners within 300'	08/02/2021
Circulation to Agencies	08/02/2021

Sign Posting property 08/02/2021

FINDINGS:

The current public hearing was tabled from August 18, 2021 to the date certain of September 1, 2021. Planning Staff finds that Notice for the City Council Public Hearing was appropriate and given according to law.

Q. Applicable Codes and Standards:

Idaho State Statue Title 67, Chapter 65
Idaho Standards for Public Works Construction and Middleton Supplement thereto
Middleton City Code 1-14, 1-15, 1-16, 5-1, 5-2, 5-3, and 5-4.

R. P & Z Commission's Conclusions and Recommendation: At the June 8, 2020 hearing before the Planning & Zoning Commission, the Commission recommended approval of the Waverly Park Preliminary Plat subject to the conditions of approval set forth in the Staff Report for the proceeding. See copy of executed Findings of Facts, Conclusions of Law and Recommendation and minutes from the 6/8/2020 hearing attached as Exhibit "G".

S. Conclusions and Recommended Conditions of Approval:

The City Council is tasked with considering applications for (1) Preliminary Plat and (2) Development Agreement Modification/Termination. In considering the applications, City Council must ultimately make (a) *Findings of Facts*, (b) *Conclusions of Law*, and (c) an *Order*.

As to Findings of Facts, Planning Staff made *Findings of Facts* in compliance with Idaho State Law and Middleton City Code. (See findings of facts above in parentheses.) If Council agrees with the findings of facts in the Staff Report, and after hearing public testimony, Council may state on the record that it accepts the *Findings of Fact* in the Staff Report and all, or a portion, of the facts stated during public testimony, setting the foundation for the Order.

As to Conclusions of Law, Planning Staff finds that City Council has the authority to hear these applications in order that they may be denied or approved and that the public notice requirements for this hearing were met. Furthermore, Planning Staff finds that the above noted *Findings of Facts* are in compliance with Idaho State law and Middleton City Code. If Council agrees with Staff's stated *Conclusions of Law*, Council may state on the record that it accepts the *Conclusions of Law* set forth in the Staff Report.

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

If Council is inclined to approve the applications based upon the above noted *Findings of Facts and Conclusions of Law*, then Planning Staff recommends the approval be subject to the conditions set forth below:

1. City of Middleton municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the subdivision.
2. All City Engineer review comments are to be completed and approved.
3. All requirements of the Middleton Rural Fire District are to be completed and approved.
4. Owner Developer shall construct, at its own cost, all frontage improvements along Duff Lane, 9th Avenue, Cornell Street, and Albright Avenue.
5. Owner/Developer shall pay all City required impact fees at the time of building permit issuance and all traffic proportionate/pro-rata share fees prior to the approval of final plat for Phase 1.
6. Sewer and water capacity are reserved at the time City approves the construction drawings for each individual subdivision phase.

Prepared by Middleton City Planner, Robert Stewart Dated: August 25, 2021

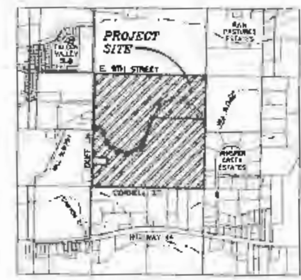
APPENDIX

Exhibit "A"

8/14/2021 Preliminary Plat Under Consideration

PRELIMINARY PLAT FOR WAVERLY PARK SUBDIVISION

A PORTION OF THE SW 1/4 OF S.6, T.4N., R.2W., B.M.
MIDDLETON, CANYON COUNTY, IDAHO
2021



VICINITY MAP
1" = 1000'
NAVD 1988 DATUM

LEGEND

SURVEY LEGEND

PLAN SHEET INDEX

SHEET	DESCRIPTION
PP-1	COVER SHEET, INDEX, VICINITY MAP, NOTES & COMMON LOT TABLE
▲ PP-2	EXISTING CONDITIONS
PP-3	SUBDIVISION LAYOUT & DETAILS
PP-4	CONCEPTUAL ENGINEERING
PP-5	LOT & CURVE TABLES
PP-6	CONCEPTUAL SEWER PROFILES
PP-7	CONCEPTUAL SEWER PROFILES

NOTES

1. MIDDLETON CITY WATER AND SEWER SERVICE SHALL BE EXTENDED TO ALL LOTS.
2. THE SUBJECT PROPERTY DOES NOT FALL WITHIN ANY FEMA FLOOD HAZARD ZONE. REFERENCE FIRM PANEL 16027C0086G EFFECTIVE 06/07/2019
3. ▲ ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, AND STREET LIGHTS OVER THE 15 (FIFTEEN) FEET ADJACENT TO ANY PUBLIC STREET. ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO THE REAR LOT LINE. EXCEPT AS OTHERWISE SHOWN, THERE SHALL BE A 5 (FIVE) FOOT PUBLIC UTILITY, IRRIGATION AND LOT DRAINAGE EASEMENT ADJACENT TO ANY SIDE LOT LINE.
4. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF THE CITY OF MIDDLETON AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
5. THE DEVELOPER SHALL PROVIDE PRESSURIZED IRRIGATION WATER TO EACH LOT. ALL LOTS IN THIS SUBDIVISION WILL BE SUBJECT TO ASSESSMENTS OF THE MIDDLETON MILL IRRIGATION DISTRICT. PRESSURIZED IRRIGATION WILL BE SUPPLIED BY A NEW PRESSURE IRRIGATION PUMP STATION AND SERVICE LINES LOCATED ALONG THE REAR LOT LINES. THE SYSTEM IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. STORM DRAINAGE SHALL BE RETAINED ON SITE THROUGH SURFACE DRAINAGE PONDS AS SHOWN.
7. ALL COMMON LOTS AS SHOWN ARE TO BE OWNED AND MAINTAINED BY THE SUBDIVISION HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
8. ALL EXISTING STRUCTURES WILL BE REMOVED PRIOR TO DEVELOPMENT OF THE PHASE CONTAINING THE STRUCTURE.
9. ▲ WATER LINES IN DUFF LANE, CORNELL ST., AND ALBRIGHT AVE., SHALL BE 12" MIN.
10. LOT 38 BLOCK 1 AND LOTS 1, 3 & 12 BLOCK 18 SHALL HAVE A TWENTY FOOT WIDE PUBLIC ACCESS EASEMENT CENTERED ON THE PATH IN COMPLIANCE WITH MCC [illegible]
11. [illegible]

DEVELOPMENT FEATURES

ZONING

SEWAGE DISPOSAL

WATER SUPPLY

CITY

SCHOOL DISTRICT

FIRE DISTRICT

IRRIGATION DISTRICT

CONTACTS

OWNER

DEVELOPER

ENGINEER

PLANNER/CONSULTANT

Common Lots			
Lot	Type	Area	Perimeter
BLOCK 1 Lot 1: Open	BUFFER	58335	3456
BLOCK 1 Lot 8: Open	DRAINAGE	12596	456
BLOCK 1 Lot 16: Open	OPEN/DRAINAGE	13466	480
BLOCK 1 Lot 27: Open	OPEN/DRAINAGE	17930	548
BLOCK 1 Lot 38: Open	DRAINAGE	5873	320
BLOCK 1 Lot 39: Open	PATHWAY	35388	3619
BLOCK 1 Lot 40: Open	MILL SLOUGH	168618	3835
BLOCK 1 Lot 63: Open	DRAINAGE	8302	371
BLOCK 1 Lot 64: Open	OPEN/DRAINAGE	37843	1085
BLOCK 1 Lot 65: Open	BUFFER	15734	1380
BLOCK 1 Lot 68: Open	OPEN	5771	384
BLOCK 1 Lot 70: Open	OPEN/DRAINAGE	24581	630
BLOCK 1 Lot 84: Open	DRAINAGE	9833	378
BLOCK 2 Lot 11: Open	DRAINAGE	8117	335
BLOCK 5 Lot 6: Open	DRAINAGE	27098	696
BLOCK 5 Lot 11: Open	ISLAND	1886	245
BLOCK 1 Lot 5: Open	DRAINAGE/ OPEN	16307	654
BLOCK 8 Lot 8: Open	DRAINAGE	16015	583
BLOCK 7 Lot 6: Open	OPEN/DRAINAGE	49636	1274
BLOCK 7 Lot 15: Open	OPEN/DRAINAGE	54676	994

Common Lots			
Lot	Type	Area	Perimeter
BLOCK 8 Lot 8: Open	OPEN	8676	377
BLOCK 9 Lot 1: Open	BUFFER	93575	1867
BLOCK 10 Lot 6: Open	DRAINAGE	11241	638
BLOCK 11 Lot 1: Open	BUFFER	53699	1127
BLOCK 12 Lot 1: Open	BUFFER	6366	415
BLOCK 12 Lot 26: Open	DRAINAGE	13651	561
BLOCK 13 Lot 1: Open	PARK	356286	2317
BLOCK 13 Lot 2: Open	DRAINAGE	37532	1835
BLOCK 13 Lot 1: Open	OPEN	3662	288
BLOCK 13 Lot 17: Open	PATHWAY	12134	1153
BLOCK 13 Lot 18: Open	MILL SLOUGH	163336	4298
BLOCK 13 Lot [illegible]: Open	DRAINAGE	4130	381
BLOCK 13 Lot 38: Open	DRAINAGE	8844	380
BLOCK 13 Lot 41: Open	BUFFER	10372	1158
BLOCK 14 Lot 1: Open	DRAINAGE	13379	610
BLOCK 14 Lot 3: Open	DRAINAGE	8220	371
BLOCK 15 Lot 17: Open	OPEN	3837	268
BLOCK 16 Lot 1: Open	OPEN	36085	1040
BLOCK 16 Lot 8: Open	DRAINAGE	7046	368
BLOCK 17 Lot 1: Open	DRAINAGE	8486	405

Common Lots			
Lot	Type	Area	Perimeter
BLOCK 18 Lot 1: Open	ISLAND	1886	245
BLOCK 18 Lot 1: Open	BUFFER	34871	3085
BLOCK 18 Lot 12: Open	OPEN	1737	215
BLOCK 20 Lot 1: Open	OPEN/DRAINAGE	21514	457
BLOCK 21 Lot 83: Open	OPEN/DRAINAGE	20380	444
BLOCK 22 Lot 1: Open	OPEN	8172	336
BLOCK 22 Lot 4: Open	OPEN	8741	394
BLOCK 23 Lot 1: Open	BUFFER	14634	1377
BLOCK 23 Lot 10: Open	OPEN/DRAINAGE	21429	734
BLOCK 23 Lot 25: Open	OPEN/DRAINAGE	13315	470
BLOCK 24 Lot 1: Open	DRAINAGE	13444	457
BLOCK 25 Lot 1: Open	BUFFER	18476	1753
BLOCK 26 Lot 7: Open	DRAINAGE	24133	646
BLOCK 27 Lot 1: Open	ISLAND	1859	245
BLOCK 28 Lot 1: Open	BUFFER	20784	1908
BLOCK 28 Lot 7: Open	OPEN/DRAINAGE	18533	850

SCALE IN FEET
1"=150'

PRELIMINARY PLAT

WAVERLY PARK SUBDIVISION

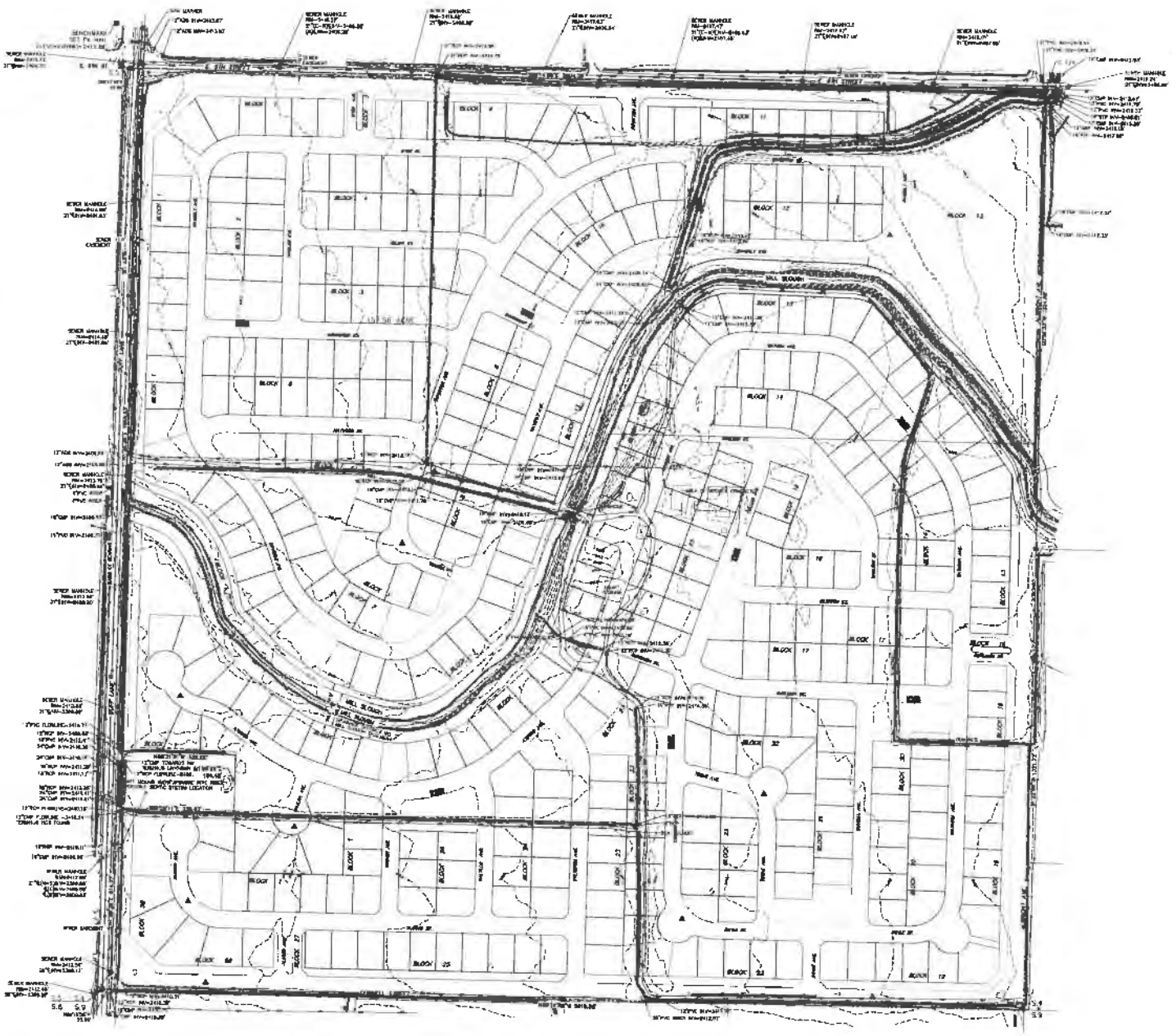
TRILOGY DEVELOPMENT, INC

Bailey Engineering, Inc.

Civil Engineering | Planning | CADD

PP-1

EXISTING CONDITIONS FOR WAVERLY PARK SUBDIVISION



LEGEND

SURVEY LEGEND

SCALE IN FEET
1"=100'

Bailey Engineering, Inc.
Civil Engineering | Planning | GAD

EXISTING CONDITIONS
WAVERLY PARK SUBDIVISION
TRILOGY DEVELOPMENT, INC

PP-2

PRELIMINARY PLAT FOR
WAVERLY PARK SUBDIVISION

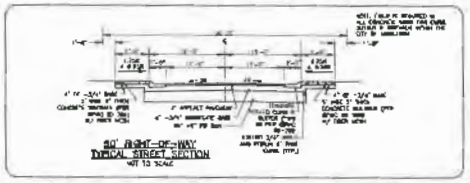
A PORTION OF THE SW 1/4 OF S.5, T.4N., R.3W., B.M.
MIDDLETON, CANYON COUNTY, IDAHO
2021

LEGEND

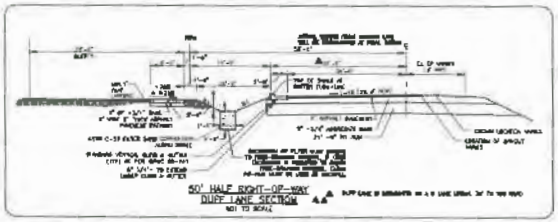
LOT LINES	
NEAR CENTERLINE	
RIGHT OF WAY	
LOT NUMBER	19
BLOCK NUMBER	BLOCK 7
CURB HOLDER IN FR	
STREET NAME	E. ARBOR DR.
HANDICAP RAMP	
SEWER LINE	
WATER LINE	
WATER LINE 12"	
STORM DRAIN LINE	
PRESSURE IRRIGATION	
GRAVITY IRRIGATION	
FLOW ARROW	
FIRE HYDRANT	
CATCH BASIN	

SURVEY LEGEND

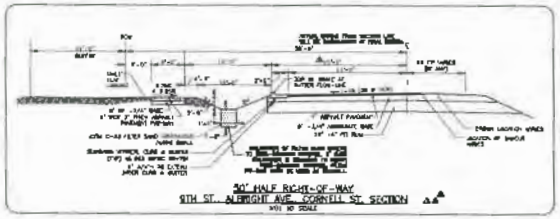
MONUMENT AS NOTED	
FOUND BRASS CAP	
FOUND ALUMINUM CAP	
FOUND 1/2" IRON PIN	
FOUND 5/8" IRON PIN	
CALC POINT	
FOUND SPIKE MONUMENT	
PROPERTY BOUNDARY LINE	
SECTION LINE	



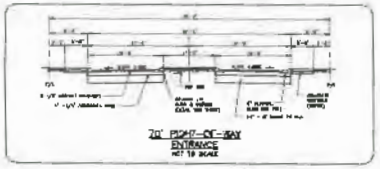
50' RIGHT-OF-WAY
TYPICAL STREET SECTION
NOT TO SCALE



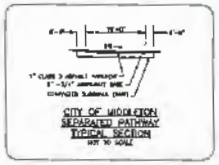
50' HALF RIGHT-OF-WAY
DUFF LANE SECTION
NOT TO SCALE



50' HALF RIGHT-OF-WAY
9TH ST., ALBRIGHT AVE., CORNELL ST. SECTION
NOT TO SCALE



70' RIGHT-OF-WAY
ENTRANCE
NOT TO SCALE



CITY OF MIDDLETON
SEPARATED PATHWAY
TYPICAL SECTION
NOT TO SCALE

SCALE IN FEET
1"=100'

Bailey Engineering, Inc.
Civil Engineering | Planning | LAND
1115 W. Cherry Lane
Meridian, Idaho 83642
(208) 887-7900

PRELIMINARY PLAT
WAVERLY PARK SUBDIVISION
TRILOGY DEVELOPMENT, INC

PP-3

PRELIMINARY ENGINEERING FOR WAVERLY PARK SUBDIVISION

LEGEND

SURVEY LEGEND

SCALE IN FEET
1"=100'

Bailey Engineering, Inc.
Civil Engineering | Planning | CADD

PRELIMINARY ENGINEERING PLAN
WAVERLY PARK SUBDIVISION
TRILOGY DEVELOPMENT, INC

PP-4

Parcel Table		
Lot	Area	Perimeter
BLOCK 1 Lot 1: Open	28636	3458
BLOCK 1 Lot 2	6319	368
BLOCK 1 Lot 3	6155	320
BLOCK 1 Lot 4	6160	320
BLOCK 1 Lot 5	6154	371
BLOCK 1 Lot 6	11680	442
BLOCK 1 Lot 7	12112	457
BLOCK 1 Lot 8: Open	13298	459
BLOCK 1 Lot 9	6367	372
BLOCK 1 Lot 10	6250	370
BLOCK 1 Lot 11	6250	370
BLOCK 1 Lot 12	6250	370
BLOCK 1 Lot 13	6250	370
BLOCK 1 Lot 14	6250	370
BLOCK 1 Lot 15	6250	370
BLOCK 1 Lot 16	6250	370
BLOCK 1 Lot 17	6250	370
BLOCK 1 Lot 18	6250	370
BLOCK 1 Lot 19	6250	370
BLOCK 1 Lot 20	11500	460
BLOCK 1 Lot 21	6291	371
BLOCK 1 Lot 22	8285	330
BLOCK 1 Lot 23	5896	371
BLOCK 1 Lot 24	6370	372
BLOCK 1 Lot 25	6258	386
BLOCK 1 Lot 26	5438	359
BLOCK 1 Lot 27: Open	47940	548
BLOCK 1 Lot 28	6241	367
BLOCK 1 Lot 29	6418	374
BLOCK 1 Lot 30	10466	471
BLOCK 1 Lot 31	10394	429
BLOCK 1 Lot 32	6081	368
BLOCK 1 Lot 33	6250	[illegible]
BLOCK 1 Lot 34	10128	402
BLOCK 1 Lot 35	6251	370
BLOCK 1 Lot 36	6250	370
BLOCK 1 Lot 37	6250	370
BLOCK 1 Lot 38: Open	5873	372
BLOCK 1 Lot 39: Open	20798	3818
BLOCK 1 Lot 40: Open	108018	3633
BLOCK 1 Lot 41	6328	369
BLOCK 1 Lot 42	6250	370
BLOCK 1 Lot 43	6250	370
BLOCK 1 Lot 44	6250	370
BLOCK 1 Lot 45	6251	371
BLOCK 1 Lot 46	6319	371
BLOCK 1 Lot 47	6843	390
BLOCK 1 Lot 48	6250	370
BLOCK 1 Lot 49	6296	370
BLOCK 1 Lot 50	6250	370
BLOCK 1 Lot 51	6383	371
BLOCK 1 Lot 52	6300	371
BLOCK 1 Lot 53: Open	6303	371
BLOCK 1 Lot 54	6302	370
BLOCK 1 Lot 55	6302	370
BLOCK 1 Lot 56	6343	370
BLOCK 1 Lot 57	6367	370
BLOCK 1 Lot 58	6334	370
BLOCK 1 Lot 59	6343	370
BLOCK 1 Lot 60	6655	427
BLOCK 1 Lot 61	11438	441
BLOCK 1 Lot 62	11725	444
BLOCK 1 Lot 63	6858	422
BLOCK 1 Lot 64: Open	37067	5063
BLOCK 1 Lot 65: Open	12934	1550
BLOCK 1 Lot 66: Open	6271	388
BLOCK 1 Lot 67	14716	494
BLOCK 1 Lot 68	12867	423
BLOCK 1 Lot 69	9831	404
BLOCK 1 Lot 70: Open	26481	830
BLOCK 1 Lot 71	15833	531
BLOCK 1 Lot 72	13503	465
BLOCK 1 Lot 73	15758	484
BLOCK 1 Lot 74	14839	454
BLOCK 1 Lot 75	8531	378
BLOCK 1 Lot 76	8931	370
BLOCK 1 Lot 77	8831	370
BLOCK 1 Lot 78	8093	372
BLOCK 1 Lot 79	8251	370
BLOCK 1 Lot 80	8251	370
BLOCK 1 Lot 81	8251	370
BLOCK 1 Lot 82	8251	370
BLOCK 1 Lot 83	8251	370
BLOCK 1 Lot 84: Open	8835	374

Parcel Table		
Lot	Area	Perimeter
BLOCK 1 Lot 85	8543	398
BLOCK 1 Lot 86	10664	428
BLOCK 2 Lot 1: Open	8193	383
BLOCK 2 Lot 2	8223	387
BLOCK 2 Lot 3	8250	370
BLOCK 2 Lot 4	8250	370
BLOCK 2 Lot 5	9250	370
BLOCK 2 Lot 6: Open	25840	650
BLOCK 2 Lot 7	8250	370
BLOCK 2 Lot 8	8250	370
BLOCK 2 Lot 9	8250	370
BLOCK 2 Lot 10	8250	370
BLOCK 2 Lot 11	8288	363
BLOCK 2 Lot 12: Open	13599	946
BLOCK 4 Lot 1	8275	364
BLOCK 4 Lot 2	8250	370
BLOCK 4 Lot 3	8250	370
BLOCK 4 Lot 4	8250	370
BLOCK 4 Lot 5	8250	370
BLOCK 4 Lot 6	8250	370
BLOCK 4 Lot 7	8250	370
BLOCK 4 Lot 8	9134	378
BLOCK 4 Lot 9: Open	15347	636
BLOCK 4 Lot 10	8418	388
BLOCK 4 Lot 11	8864	396
BLOCK 4 Lot 12	8250	370
BLOCK 4 Lot 13	8250	370
BLOCK 4 Lot 14	8250	370
BLOCK 4 Lot 15	8250	370
BLOCK 4 Lot 16	8250	370
BLOCK 4 Lot 17	8433	367
BLOCK 5 Lot 1	8078	361
BLOCK 5 Lot 2	8250	370
BLOCK 5 Lot 3	8250	370
BLOCK 5 Lot 4	8250	370
BLOCK 5 Lot 5	8250	370
BLOCK 5 Lot 6	8083	371
BLOCK 5 Lot 7	9136	369
BLOCK 5 Lot 8	10517	414
BLOCK 5 Lot 9	8250	370
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BLOCK 5 Lot 12	8250	370
BLOCK 5 Lot 13	8250	370
BLOCK 5 Lot 14	8250	370
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BLOCK 6 Lot 10	8250	370
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BLOCK 6 Lot 43	8250	370
BLOCK 6 Lot 44	8250	370
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BLOCK 6 Lot 46	8250	370
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BLOCK 6 Lot 60	8250	370
BLOCK 6 Lot 61	8250	370
BLOCK 6 Lot 62	8250	370
BLOCK 6 Lot 63	8250	370
BLOCK 6 Lot 64	8250	370

Parcel Table		
Lot	Area	Perimeter
BLOCK 6 Lot 65	8250	370
BLOCK 6 Lot 66	8250	370
BLOCK 6 Lot 67	8250	370
BLOCK 6 Lot 68	8250	370
BLOCK 6 Lot 69	8250	370
BLOCK 6 Lot 70	8250	370
BLOCK 6 Lot 71	8250	370
BLOCK 6 Lot 72	8250	370
BLOCK 6 Lot 73	8250	370
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BLOCK 6 Lot 77	8250	370
BLOCK 6 Lot 78	8250	370
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BLOCK 6 Lot 86	8250	370
BLOCK 6 Lot 87	8250	370
BLOCK 6 Lot 88	8250	370
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BLOCK 6 Lot 90	8250	370
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BLOCK 6 Lot 94	8250	370
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BLOCK 6 Lot 96	8250	370
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BLOCK 6 Lot 102	8250	370
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BLOCK 6 Lot 105	8250	370
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BLOCK 6 Lot 176	8250	370
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BLOCK 6 Lot 179	8250	370
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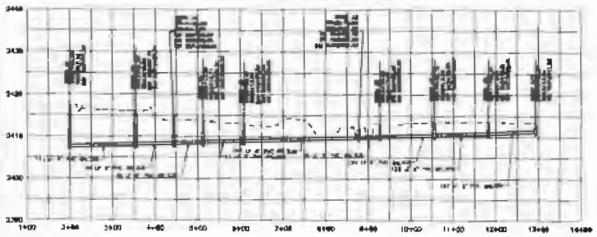
BLOCK 6 Lot 316	8250	370
BLOCK 6 Lot 317	8250	370
BLOCK 6 Lot 318	8250	370
BLOCK 6 Lot 319	8250	370
BLOCK 6 Lot 320	8250	370
BLOCK 6 Lot 321	8817	394

Parcel Table		
Lot	Area	Perimeter
BLOCK 6 Lot 322	10784	492
BLOCK 13 Lot 23	9771	471
BLOCK 13 Lot 24	8250	370
BLOCK 13 Lot 25	8250	370
BLOCK 13 Lot 26	8250	370
BLOCK 13 Lot 27	10208	417
BLOCK 13 Lot 28	13872	415
BLOCK 13 Lot 29	8338	372
BLOCK 13 Lot 30	8326	370
BLOCK 13 Lot 31: Open	8994	368
BLOCK 13 Lot 32	9167	383
BLOCK 13 Lot 33	8443	369
BLOCK 13 Lot 34	10160	419
BLOCK 13 Lot 35	11277	424
BLOCK 13 Lot 36	8426	400
BLOCK 13 Lot 37	8342	370
BLOCK 13 Lot 38	8250	370
BLOCK 13 Lot 39	8250	370
BLOCK 13 Lot 40	8250	370
BLOCK 13 Lot 41: Open	10322	1106
BLOCK 14 Lot 1: Open	13876	618
BLOCK 14 Lot 2	8292	387
BLOCK 14 Lot 3	8251	370
BLOCK 14 Lot 4	8833	388
BLOCK 14 Lot 5	11085	420
BLOCK 14 Lot 6	8703	383
BLOCK 14 Lot 7	8251	370
BLOCK 14 Lot 8: Open	8896	371
BLOCK 14 Lot 9	8250	370
BLOCK 14 Lot 10	8512	374
BLOCK 14 Lot 11	8441	373
BLOCK 14 Lot 12	8440	372
BLOCK 14 Lot 13	8250	370
BLOCK 14 Lot 14	8150	362
BLOCK 14 Lot 15	8157	362
BLOCK 14 Lot 16	8250	370
BLOCK 14 Lot 17	9750	384
BLOCK 14 Lot 18	8731	380
BLOCK 14 Lot 19	8250	370
BLOCK 14 Lot 20	8250	370
BLOCK 14 Lot 21	8994	385
BLOCK 14 Lot 22	10970	481
BLOCK 14 Lot 23	8850	374
BLOCK 14 Lot 24	8250	370
BLOCK 14 Lot 25	8250	370
BLOCK 15 Lot 1	6863	396
BLOCK 15 Lot 2	8250	370
BLOCK 15 Lot 3	8250	370
BLOCK 15 Lot 4	8250	370
BLOCK 15 Lot 5	8250	370
BLOCK 15 Lot 6	8250	370
BLOCK 15 Lot 7	8250	370
BLOCK 15 Lot 8	8250	370
BLOCK 15 Lot 9	8150	362
BLOCK 15 Lot 10	8250	370
BLOCK 15 Lot 11	8250	370
BLOCK 15 Lot 12	8250	370
BLOCK 15 Lot 13	8250	370
BLOCK 15 Lot 14	8250	370
BLOCK 15 Lot 15	8250	370
BLOCK 15 Lot 16	8292	387
BLOCK 16 Lot 1: Open	28187	849
BLOCK 16 Lot 2: Open	38083	1000
BLOCK 16 Lot 3	8142	368
BLOCK 16 Lot 4	8250	370
BLOCK 16 Lot 5	8250	370
BLOCK 16 Lot 6	8170	366
BLOCK 16 Lot 7	7048	364
BLOCK 16 Lot 8	8250	370
BLOCK 16 Lot 9	8250	370
BLOCK 16 Lot 10	8385	378
BLOCK 17 Lot 1: Open	9696	470
BLOCK 17 Lot 2	8221	373
BLOCK 17 Lot 3	8250	370
BLOCK 17 Lot 4	8250	370
BLOCK 17 Lot 5	8250	370
BLOCK 17 Lot 6	8250	370
BLOCK 17 Lot 7	8250	370
BLOCK 17 Lot 8	8250	370
BLOCK 17 Lot 9	8250	370
BLOCK 17 Lot 10	8250	370
BLOCK 17 Lot 11	8250	370
BLOCK 17 Lot 12	8250	370
BLOCK 17 Lot 13	8250	370

Parcel Table		
Lot	Area	Perimeter
BLOCK 17 Lot 14	8250	370
BLOCK 17 Lot 15	8250	370
BLOCK 17 Lot 16	8250	370
BLOCK 17 Lot 17	8250	370
BLOCK 17 Lot 18	10788	416
BLOCK 18 Lot 1: Open	14836	399
BLOCK 18 Lot 2: Open	24471	2285
BLOCK 19 Lot 1	9241	388
BLOCK 19 Lot 2	8250	370
BLOCK 19 Lot 4	8250	370
BLOCK 19 Lot 5	9249	379
BLOCK 19 Lot 6	8250	370
BLOCK 19 Lot 7	8250	370
BLOCK 19 Lot 8	8250	370
BLOCK 19 Lot 9	9600	380
BLOCK 19 Lot 10	8617	384
BLOCK 19 Lot 11	9754	406
BLOCK 19 Lot 12: Open	1737	514
BLOCK 19 Lot 13	11821	417
BLOCK 19 Lot 14	8137	361
BLOCK 19 Lot 15	8447	361
BLOCK 19 Lot 16	8470	379
BLOCK 19 Lot 17	8850	380
BLOCK 19 Lot 18	8909	372
BLOCK 20 Lot 1: Open	21564	659
BLOCK 20 Lot 2	8250	370
BLOCK 20 Lot 3	8250	370
BLOCK 20 Lot 4	8250	370
BLOCK 20 Lot 5	8250	370
BLOCK 20 Lot 6	8250	370
BLOCK 20 Lot 7	8250	370
BLOCK 20 Lot 8	8248	369
BLOCK 20 Lot 9	8221	369
BLOCK 20 Lot 10	8250	370
BLOCK 20 Lot 11	8250	370
BLOCK 20 Lot 12	8250	370
BLOCK 20 Lot 13	8250	370
BLOCK 20 Lot 14	8250	370
BLOCK 20 Lot 15	8250	370
BLOCK 21 Lot 1	8250	370
BLOCK 21 Lot 2	8432	376
BLOCK 21 Lot 3	8221	371
BLOCK 21 Lot 4	8250	370
BLOCK 21 Lot 5	8250	370
BLOCK 21 Lot 6	8150	362
BLOCK 21 Lot 7	8250	370
BLOCK 21 Lot 8	8250	370
BLOCK 21 Lot 9	8250	370
BLOCK 21 Lot 10	8250	370
BLOCK 21 Lot 11	8250	370
BLOCK 21 Lot 12	8250	370
BLOCK 21 Lot 13: Open	28248	658
BLOCK 21 Lot 14	8250	370
BLOCK 21 Lot 15	8860	370
BLOCK 21 Lot 16	8250	370
BLOCK 21 Lot 17	8250	370
BLOCK 21 Lot 18	8483	440
BLOCK 21 Lot 19	10138	450
BLOCK 21 Lot 20	8317	384
BLOCK 21 Lot 21	8310	380
BLOCK 21 Lot 22	8871	389
BLOCK 22 Lot 1: Open	6121	338
BLOCK 22 Lot 2	8221	367
BLOCK 22 Lot 3	8249	370
BLOCK 22 Lot 4	8249	370
BLOCK 22 Lot 5	8383	361
BLOCK 22 Lot 6: Open	6141	384
BLOCK 22 Lot 7	8250	370
BLOCK 22 Lot 8	8

SEWER LINE A PROFILE



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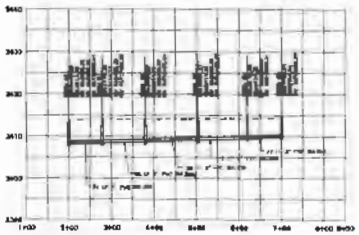

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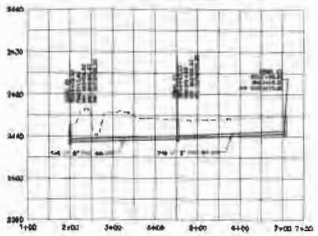

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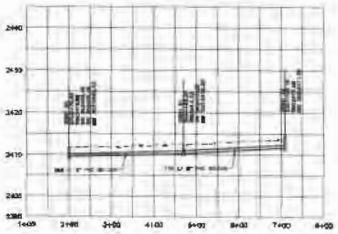

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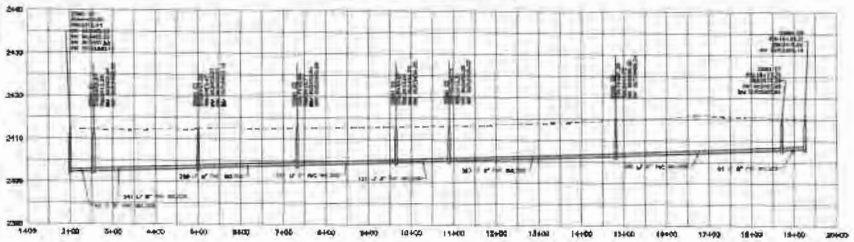

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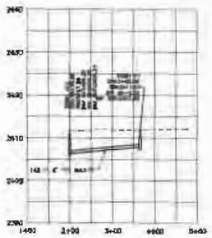

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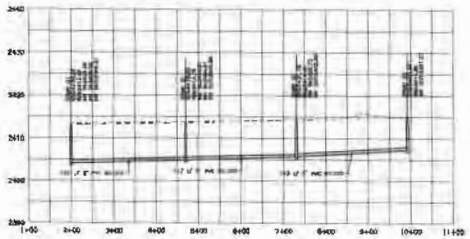

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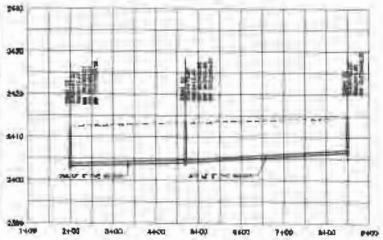

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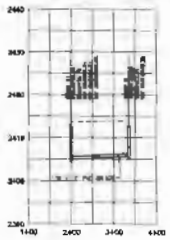

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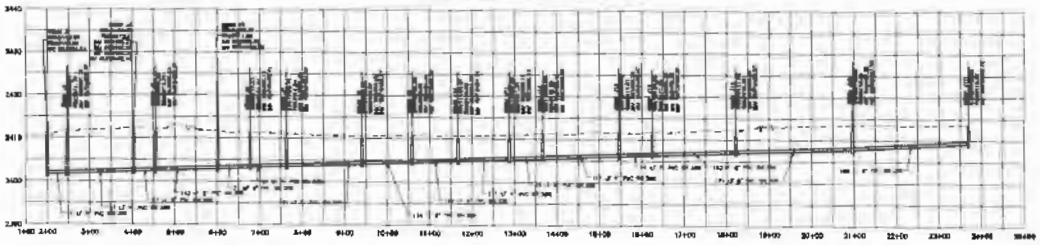
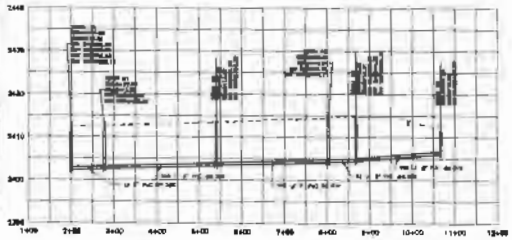
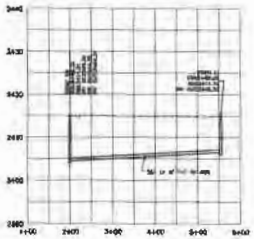


SEWER LINE K PROFILE ▲



SEWER LINE L PROFILE



100 0 50 100 200
SCALE IN FEET
1"=100'
VERTICAL SCALE: 1"= 10'

Bailey Engineering, Inc.
Civil, Environmental, Planning & CADD
Fax: (407) 831-1011

REGISTERED PROFESSIONAL ENGINEER
No. 3272
STATE OF FLORIDA

REVISED BY
DATE
DRAWN BY
CHECKED BY
REVISED

REVISIONS

1	6-8-99	REVISED PER CITY COMMENTS
2	6-8-99	REVISED PER CITY COMMENTS
3	6-8-99	REVISED PER CITY COMMENTS
4	6-8-99	REVISED PER CITY COMMENTS
5	6-8-99	REVISED PER CITY COMMENTS
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7	6-8-99	REVISED PER CITY COMMENTS
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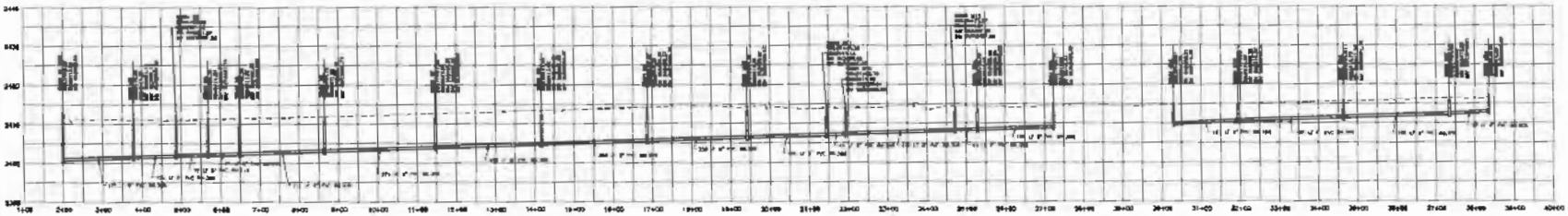
16	6-8-99	REVISED PER CITY COMMENTS
17	6-8-99	REVISED PER CITY COMMENTS
18	6-8-99	REVISED PER CITY COMMENTS
19	6-8-99	REVISED PER CITY COMMENTS
20	6-8-99	REVISED PER CITY COMMENTS

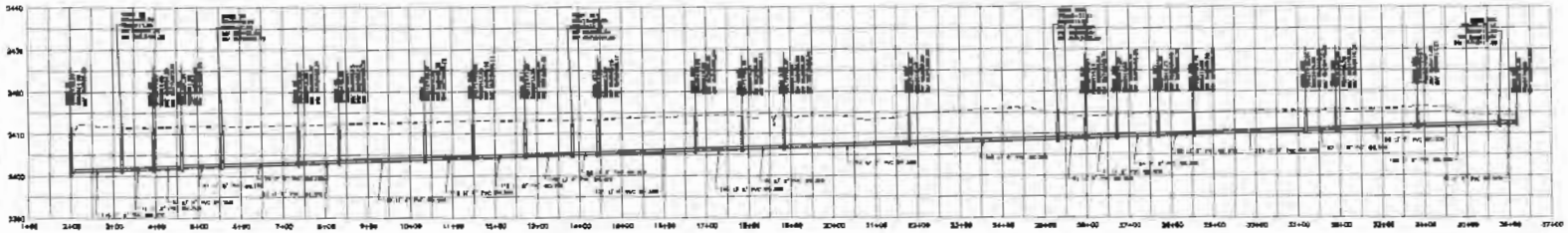
CONCEPTUAL SEWER PROFILES
WAVERLY PARK SUBDIVISION
TRILOGY DEVELOPMENT, INC

PP-6

SEWER LINE M PROFILE



SEWER LINE N PROFILE



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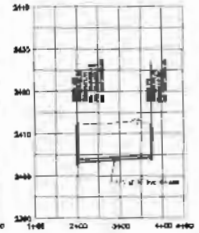

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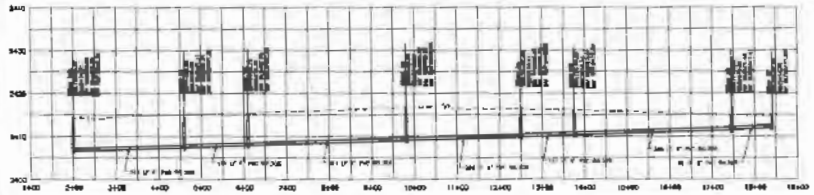

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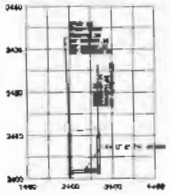

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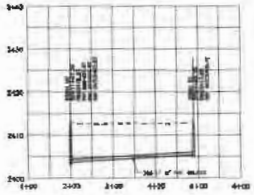

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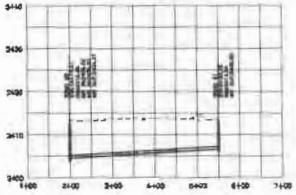

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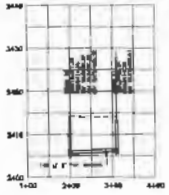

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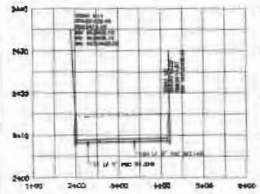

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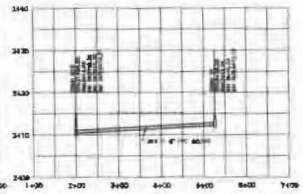

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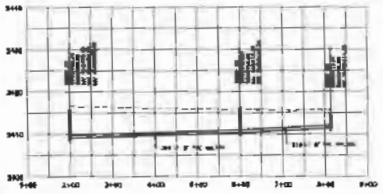

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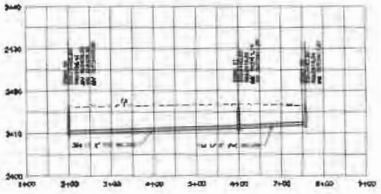

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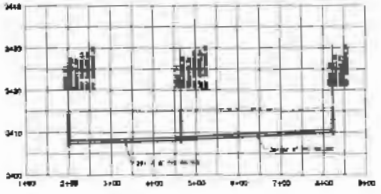

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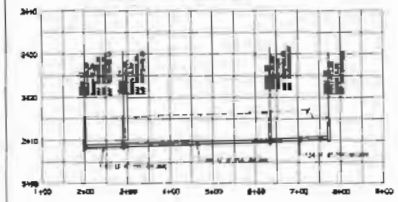

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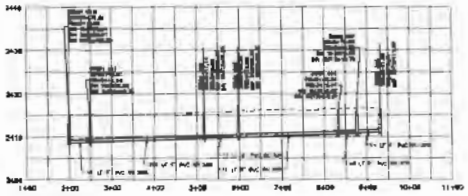

SCALE IN FEET
1"=100'
VERTICAL SCALE: 1"= 10'

Bailey Engineering, Inc.
Civil Engineers | Planners | CADD

CONCEPTUAL SEWER PROFILES
WAVERLY PARK SUBDIVISION
TRILOGY DEVELOPMENT, INC

PP-7

Exhibit "B"

City Engineer "Recommendation for Approval" Letter

Civil Dynamics
305 Cornell St. • Middleton, Idaho 83644 • 208.453.2028

August 27, 2021

TO: City of Middleton
Roberta Stewart, Planner

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

RE: Waverly Park Subdivision Preliminary Plat – City Council Recommendation of Approval

---

Thank you for the opportunity to review the above referenced preliminary plat submittal. We recommend the preliminary plat be approved by Mayor and City Council.

Exhibit "C"

Proposed Development Agreement
Termination/Modification

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:

City Clerk
City of Middleton
1103 W Main St
Middleton, Idaho 83644

DRAFT

FIRST AMENDMENT TO PARTIALLY TERMINATE DEVELOPMENT AGREEMENT - PARADISE VALLEY

This First Amendment to Development Agreement (Agreement) entered into by and between the City of Middleton, a municipal corporation of the State of Idaho, hereinafter referred to as "City," and Open Door Rentals LLC, a limited liability company in the State of Idaho, whose principal address is _____, hereinafter referred to as "Developer."

WHEREAS, Developer is the owner of real property comprised of approximately 157.85 acres (the "Property"), which Property is more fully described in EXHIBIT "A" and incorporated herein by this reference as if set forth in full; and

WHEREAS, the Property was made part of a Development Agreement when Developer's predecessor in interest entered into that certain DEVELOPMENT AGREEMENT, PARADISE VALLEY (the "Original DA"), recorded with the office of the Canyon County Recorder as Instrument No. 200683381, a copy of which is attached hereto as "EXHIBIT B" and incorporated by this reference as if set forth in full; and,

WHEREAS, the Original DA encompassed the Property and additional real property not currently owned by the Developer, which additional real property totaled approximately 96.25 acres; and,

WHEREAS, the Property is currently zoned R-3; and,

WHEREAS, Developer and City have determined that the Original DA should be terminated as to the Property so the Property can be developed solely in accordance with the current R-3 Zone; and,

WHEREAS, Developer desires to proceed with the development of the property in a manner compliant with the City of Middleton's R-3 Zone.

WHEREAS, the Developer and City have agreed to the terms of this Agreement as a means of terminating the Original DA as it relates to the Property, while not modifying the Original DA as it relates to any other real property not owned by Developer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. That as to the Property, the Original DA is hereby terminated and shall be of no further force or effect as to the Property.

2. That the Property shall be subject to the R-3 Zone of the City of Middleton, Idaho, in effect at the time this Development Agreement is fully executed.

3. That this Agreement shall be recorded with the office of the Canyon County Recorder.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year set forth below.

DATED this _____ day of _____, 2021.

CITY OF MIDDLETON

BY: _____ _____
Steven J. Rule, Mayor
City of Middleton

ATTEST:

_____
City Clerk, or deputy

STATE OF IDAHO)
) s.s.
County of Canyon)

On this _____ day of _____ in the year of 2021, before me _____, personally appeared Steve Rule, known to me to be the Mayor of the City of Middleton, and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of said City of Middleton.

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

_____
Notary Public for Idaho
Residing at _____

My Commission Expires: _____

STATE OF IDAHO)
) s.s.
County of Canyon)

On this _____ day of _____, in the year of 2021, before me _____, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within and forgoing instrument, and acknowledged to me that he/she executed the same on behalf of Open Door Rentals, LLC.

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

_____
Notary Public for Idaho
Residing at _____
My Commission Expires: _____

EXHIBIT A

Order No.: 34601911519

Parcel I:

A portion of Section 4, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the West quarter corner of Section 4; Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence
South 89°43'19" East, 25.00 feet along the East-West Midsection line to a point on the right-of-way line of Duff Lane, THE POINT OF BEGINNING; thence
South 89°43'19" East, 2,616.03 feet along the East-West Midsection line to the center of said Section; thence
South 00°36'59" West, 1,023.36 feet along the North-South Midsection line 4; thence
Leaving the Midsection line North 89°43'19" West, 1,248.28 feet; thence
South 22°46'41" West, 330.00 feet; thence
South 20°19'52" West, 298.28 feet; thence
South 34°53'01" West, 160.28 feet; thence
South 57°31'00" West, 226.60 feet; thence
South 90°00'00" West, 143.38 feet; thence
North 71°07'58" West, 188.78 feet; thence
North 54°40'00" West, 178.63 feet; thence
North 45°38'49" West, 154.50 feet; thence
North 18°15'51" West, 224.99 feet; thence
North 36°17'00" West, 87.38 feet; thence
North 65°28'23" West, 179.83 feet to the right-of-way line of Duff Lane; thence
Along said right-of-way line;
North 00°59'53" East, 1,236.16 feet to the POINT OF BEGINNING.

Parcel II:

A portion of Section 4, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Commencing at the West quarter of Section 4, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence
South 89°43'19" East, 25.00 feet along the East-West Midsection line to a point on the right-of-way line of Duff Lane, thence
South 00°59'53" West, 1,236.16 feet parallel to the West Section line of said Section 4 to the POINT OF BEGINNING; thence
South 65°28'23" East, 179.83 feet along the centerline of the Middleton Mill Ditch, thence
Continuing along said centerline
South 36°17'00" East, 87.38 feet, thence
South 18°15'51" East, 224.99 feet, thence
South 45°38'49" East, 154.50 feet, thence
South 54°40'00" East, 178.63 feet, thence
South 71°07'58" East, 188.78 feet, thence
North 90°00'00" East, 143.38 feet, thence
North 57°31'00" East, 226.60 feet, thence
North 34°53'01" East, 160.28 feet, thence

EXHIBIT A
(continued)

North 20°19'52" East, 298.28 feet, thence
North 22°46'41" East, 330.00 feet thence leaving said Ditch
South 89°43'19" East, 1,248.28 feet to a point on the Mid-Section line of said Section 4, thence
South 00°36'59" West, 1,622.65 feet along the Mid-Section line of said Section 4 to the South quarter corner of said Section 4, thence
Along the South Section line of said Section 4
North 89°45'14" West, 2,633.67 feet to a point 25.00 feet East, of the Southwest corner of said Section 4, thence
North 00°59'53" East, 514.26 feet parallel to the West Section line of said Section 4, thence
South 89°36'47" East, 336.67 feet, thence
North 00°59'53" East, 184.42 feet, thence
North 89°00'07" West, 336.65 feet to a point 25.00 feet East of the Section line of said Section 4, thence
North 00°59'53" East, 729.20 feet parallel to the West Section line of said Section 4 to the POINT OF BEGINNING.

Exhibit "B"

2006833381

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT
PARIDISE VALLEY

This Development Agreement entered into by and between the City of Middleton, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Richard M Phillips and Staci Phillips Trust, whose address is 210 Murray Street, Boise, Idaho 83714, the owner of the real property described herein and applicant(s) for PARADISE VALLEY SUBDIVISION, hereafter referred to as "Developer".

WHEREAS, the Developer has applied to the City for a zone change to R-3 for the Development of the property described as attached hereto and incorporated by reference herein on Exhibit 1 ("Property") to develop a Residential Subdivision, which includes approximately 256 acres of residential uses. The Property is currently zoned Ag. The Developer has enclosed a concept plan which is attached hereto as Exhibit 2.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development 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 the Middleton City Code.

WHEREAS, the Middleton City Code allows a property owner or developer to request that an application for zoning or zoning map amendment be processed in connection with the execution of a development agreement, wherein through such development agreement, a property owner or developer may agree to make written commitments concerning the use or development of a subject parcel in exchange for the change of zoning requested; and

WHEREAS, the City is willing to allow the proposed development within the City Of Middleton, Idaho, subject to the terms and conditions of this Agreement and the Special Conditions attached hereto; and

WHEREAS, the City desires to induce Developer to develop the Property because the development proposed by Developer is in the public interest. The City believes that development by Developer will generate additional tax revenue, provide employment, and stimulate beneficial commercial growth and development; and

WHEREAS, the City acknowledges that Developer and its successors and/or assigns are relying upon the effectiveness of this Development Agreement in the decision to purchase the Property; and

WHEREAS, the City has approved the requested annexation and zoning to R3 subject to the following terms and/or commitments and desires to formalize and clarify the respective obligations of the parties.

WHEREFORE, the City of Middleton and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

ARTICLE I
LEGAL AUTHORITY

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

ARTICLE II
ZONING ORDINANCE AMENDMENT

2.1 The City will adopt an ordinance amending the Middleton Zoning Ordinance to rezone the property to R-3. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Development Agreement.

2.2 This Development Agreement shall not prevent the City in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by the City in exercise of its police powers that do not conflict with Developer's property rights, the parties' commitments applicable to the Property as set forth herein, or the R-3 zone classification approved hereby. Any such subsequent ordinances shall not supersede the specific commitments set forth herein.

ARTICLE III
CONDITIONS ON DEVELOPMENT

The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

3.1 Developer shall develop the Property subject to the conditions and limitations set forth in this Agreement, and to the standards that the City has in force at the time of the annexation application for the R-3 zoning classification except as otherwise provided in this Agreement (the "Project"). Developer shall further submit such applications regarding preliminary and final plat reviews and any other applicable applications as may be required by the City.

3.2 Developer agrees that, unless otherwise agreed to by the Parties, the conceptual site development plan (the "Conceptual Plan") attached hereto as Exhibit B shall dictate the type of development to be constructed in each of the components of the Project. Block lengths shall apply in accordance with the approved conceptual plan. Residential densities within the Project shall not exceed three (3) dwelling units per gross acre.

3.3 The Project shall comply with the Middleton Comprehensive Plan and Middleton City Code, and all state and federal law as they exist in final form at the time the development application was submitted, except as otherwise provided in this Agreement and will require a complete set of plans which shall include:

3.4.1 Site plan including street, curb and gutter, street signs, irrigation lines, sidewalk and site lighting;
3.4.2 Underground utility plan including water, sanitary sewer, storm drainage, irrigation, and fire protection;
3.4.3 Any other required improvements set forth as conditions of approval; Soils report, including bearing values, soils profile, ground water and other elements as requested by the City Engineer or Building Official;
3.4.4 Review and Approval by the City Engineer and Building Official of site, utility, and landscape plans before a building permit is issued.

3.4 Unless otherwise agreed, Developer will at its sole expense, design and construct all public improvements as shown in this development agreement in strict accordance with the Middleton City Code in existence at the time of the development application or as otherwise provided in this Agreement.

3.5 Street Improvements and Access. Developer agrees to submit a traffic impact study to the City acceptable to the City Engineer. In particular, the traffic study shall be in accordance with the standards identified in the *Transportation Impact Analyses for Site Development*, 2005, by the Institute of Transportation Engineers. At a minimum, such a traffic impact study must consider the cumulative impacts of surrounding developments. Developer agrees to mitigate its proportionate share of adverse traffic impacts as required by the City.

3.5.1 Developer shall make any and all necessary street improvements as provided in the Conceptual Plan and required by the City Engineer pursuant to the Traffic Impact Study;

3.5.2 Developer shall construct the following street improvements to standards adopted by the City including associated curb, gutter and sidewalk per the requirements of the Middleton City Code in effect as of the effective date of this Development Agreement, and the Traffic Impact Study.

3.5.2 Project accesses shall conform to the diagram contained in Exhibit 2.

3.5.3 Review and Approval by the City Engineer and Building Official of any and all street improvements and access shall be required before building permits shall be issued.

3.5.4 Provided the Developer is in substantial compliance as determined by the City Engineer, building permits may be issued prior to the completion of secondary street improvements.

3.6 Landscape Improvements.

3.6.1 Developer shall provide landscaping on designated frontages in accordance with exhibit 2 and the provisions of the Middleton City Code in place as of the effective date of this Development Agreement.

3.6.2 Developer will provide landscaping in accordance with the provisions of the City of Middleton for R-3 zoned properties in place as of the effective date of this Development Agreement as depicted with the Conceptual Plan.

3.6.3 Developer or its successors or assigns shall maintain all site landscape areas as required by law.

3.7 Setbacks.

3.7.1 Developer shall comply with the setbacks for R-3 zoned property as provided in the Middleton City Code in effect as of the effective date of this Development Agreement except patio house lots which setbacks shall be 5 foot side yard, 15 foot rear yard, 15 feet to the front of the house, 20 feet to the garage and 15 feet flanking street. Maximum lot coverage shall

be defined as the building envelope inside the setbacks. Side entry garage requirements do not apply to the patio lots. Minimum lot width to be 50 feet on patio lots. Flag lots may be allowed on up 10% of the lots with frontage not less than 30 feet.

3.8 **Utilities.**

3.8.1 Developer shall bring to the Property all utilities it requires for development subject to appropriate reimbursement provisions in latecomers' agreements, except for sanitary sewer, a separate agreement for sewer applies.

3.8.2 Developer shall construct all on-site utilities required for development of the Property, including sewer, water, electricity, natural gas, and any others Developer deems appropriate.

3.8.3 All on-site utilities shall be constructed underground.

3.9 **Conditions, Security for Completion:** All of the conditions set forth herein shall be complied with or shall be secured by a letter of credit for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to comply by a letter of credit for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Middleton City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to provide a letter of credit for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Middleton City Code, and, provided the Developer is in substantial compliance, to be determined by the City Engineer, the City Council may issue building permits prior to completion of certain secondary public improvements.

3.11 **Expanded Use.** No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Middleton City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Middleton City Code, Developer shall be in default of this Agreement.

3.12 **Commencement of Construction:** The Developer shall commence construction of site infrastructure (e.g., grading of streets or installation of utilities) within five years of the effective date of this Agreement. Developer acknowledges that preliminary plat approval is valid for twelve (12) months pursuant to Middleton City Code § 6-2-3(F)(3). Upon Developers request an extension of 12 months shall be allowed for cause. In the event the Developer fails to commence construction within the time

periods herein stated, the Developer shall be in default of this Agreement.

3.13 **Final building Permit.** Final building permit approval and construction of the improvements on the Property, in accordance with those approved plans, shall be deemed to satisfy the conditions and obligations of Developer set forth in this Development Agreement.

ARTICLE IV
AFFIDAVIT OF PROPERTY OWNERS

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Middleton City Code shall be provided and is incorporated herein by reference.

ARTICLE V
DEFAULT

5.1 In the event Developer, its successors or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement, this Agreement may be modified or terminated by the Middleton City Council upon compliance with the requirements of the Middleton City Code. In the event the City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Middleton City Code, determines that this Agreement shall be terminated, the zoning of the Property shall revert to City R-3 zoning. All uses of the Property, which are not consistent with City R-3 zoning shall cease. Nothing herein shall prevent Developer from applying for any nature of use permit consistent with City R-3 zoning. A waiver by the City of any default by Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches 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.

5.2 The execution of this Development Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of the conditions imposed upon Developer by this Development Agreement.

5.3 **Remedies and Specific Performance.** In addition to the remedies provided by the Default provisions herein, any applicable Permits issued pursuant to this Agreement, and the proceedings Findings of Facts and

Conclusions of Law issued herein may be revoked at any time for a material violation of the permit, or any material violation of any condition thereof, by motion of the City Council after notice and Developer's failure to cure such failure within thirty (30) days, followed by a due process hearing upon at least ten (10) days written notice to Developer. The City Council, after finding that Developer has exercised due diligence in curing any such failure, may provide a reasonable extension of time for Developer to cure such failures. In the event a breach of this Agreement in addition to all other remedies at law or in equity, and as set forth in this Agreement.

5.4 **Financial Assurance.** In the event that certain improvements are not completed by Developer as required under this Agreement, Developer shall submit a mutually acceptable bond, cash deposit, certified check, or irrevocable bank letter of credit, or other security agreement to the City for one hundred fifty percent (150%) of the estimated costs associated with the completion thereof as estimated by the City Engineer and approved by the CITY prior to the issuance of an occupancy permit for any of the buildings within the Project for which said improvements are required to be constructed. In the event Developer fails to complete construction of the specified improvements within a period of time as required under this Agreement, the City may proceed to have such work completed. In order to accomplish this, the City may appropriate said security agreement, bond, cash, deposit, or letter of credit.

ARTICLE VI
UNENFORCEABLE PROVISIONS

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

6.2 This Development Agreement is intended to be supplemental to all other local, City, State and Federal Code requirements, rules and regulations, and is established to assure compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Development Agreement conflicts with any provision of the Middleton City Code, this Development Agreement shall prevail to the extent permitted by law.

ARTICLE VII
ASSIGNMENT AND TRANSFER

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement,

shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, 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 and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. 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.

ARTICLE VII
GENERAL MATTERS

8.1 **Amendments.** Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by Middleton City Code, Title 5, Chapter 7.

8.2 **Paragraph Headings.** This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.3 **Choice of Law.** This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

8.4 **Notices.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

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

Developer: Mr. Richard M. Phillips and Staci Phillips Trust

210 Murray Street
Boise, Idaho 83714

Or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. 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 foregoing.

8.5 Attorneys' Fees and Costs. In the event an action is brought to enforce any provision of this Agreement, or in the event an action is brought to recover damages for breach of this Agreement, , the prevailing party in such action shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred, including attorneys' fees and cost incurred on appeal.

8.6 Effective Date. This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

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

Dated this 4 day of October, 2006.

CITY OF MIDDLETON

By: Frank McKern
Mayor

ATTEST:
Ellen Smith CMC
City Clerk

CITY OF MIDDLETON INCORPORATED APRIL 20, 1910 CANYON COUNTY, IDAHO

STATE OF IDAHO)
) ss
County of Canyon)

On this 12 day of October, in the year of 2006, before me Elena Gomez, personally appeared Frank McKenna and Ellen Smith, known or identified to me, to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same, and were so authorized to do so for and on behalf of said City of Middleton.

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

(SEAL)

ELENA GOMEZ NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Middleton, Idaho
My Commission expires: 3-14-11

Richard M. Phillips

By: Richard M. Phillips

Staci Phillips Trust

By: Richard M. Phillips
Its: Trustee

STATE OF IDAHO)
)ss
County of Ada)

On this 7 day of Sept., in the year 2006, before me, personally appeared Richard M. Phillips, known or identified to me to be the Trustee of the Staci Phillips Trust and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of Staci Phillips Trust.

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

Norita Stricker
Notary Public for Idaho
Residing at: Eagle, Id.
My Commission expires: 2/9/07

NORITA STRICKER NOTARY PUBLIC STATE OF IDAHO

STATE OF IDAHO)
)ss.
County of Ada)

On this 7 day of Sept., in the year 2006, before me, personally appeared Richard M. Phillips, known or identified to me to be the person whose name is subscribed to the within and forgoing instrument, and acknowledged to me that he executed the same.

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

Norita Stricker
Notary Public for Idaho
Residing at: Eagle, Id
My Commission expires: 2/9/07

NORITA STRICKER NOTARY PUBLIC STATE OF IDAHO

Paradise Valley Subdivision Annexation an Zoning Application

Richard M. Phillips
210 Murray Street
Boise, Idaho 83714

PC 68525

Exhibit "4"

Parcel I

A parcel located in the West Half of the East Half of Section 4 of Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 4 (Southeast 1/16 Corner), from which a brass cap monument marking the Northeast corner of said Northwest Quarter of the Southeast Quarter of Section 4 (CE 1/16 Corner) bears

North 1° 09′ 16″ East a distance of 1,322.13 feet; thence

North 89° 21′ 27″ West along the Southerly boundary of said Northwest Quarter of the Southeast Quarter of Section 4 and the Northerly boundary of the Whisper Creek Estates Subdivision Phases 2 and 3 as shown in Book 22 of Plats on Page 20 in the office of the recorder, of Canyon County, Idaho, a distance of 1,321.83 feet to a 5/8 inch diameter iron pin marking the Northwest corner of said WHISPER CREEK ESTATES SUBDIVISION Phases 2 and 3 and the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 4; thence

North 0° 56′ 33″ East along the Westerly boundary of said Southeast Quarter of Section 4 a distance of 1,324.60 feet to a point marking the Northwest corner of said Southeast Quarter of Section 4, said point being witnessed by a 5/8 inch diameter iron pin bearing

South 0° 56′ 33″ West a distance of 50.00 feet; thence

North 1° 08′ 22″ East along the Westerly boundary of the Northeast Quarter of said Section 4 a distance of 648.95 feet to a 5/8 inch diameter iron pin; thence leaving said Westerly boundary

South 89° 14′ 59″ East a distance of 934.54 feet to a 5/8 inch diameter iron pin; thence

North 1° 40′ 02″ East a distance of 678.91 feet to a 5/8 inch diameter iron pin; thence a distance of 178.48 feet along the arc of a 250.00 foot radius curve right, said curve having a central angle of 40° 54′ 12″ and a long chord bearing

North 22° 07′ 08″ East a distance of 174.71 feet to a 5/8 inch diameter iron pin; thence a distance of 128.50 feet along the arc of a 180.00 foot radius curve left, said curve having a central angle of 40° 54′ 12″ and a long chord which bears

North 22° 07′ 08″ East a distance of 125.79 feet to a 5/8 inch diameter iron pin; thence

North 1° 40′ 02″ East a distance of 333.10 feet to a 5/8 inch diameter iron pin on the Southerly right-of-way of Foothill Road; thence

South 89° 31′ 18″ East along said Southerly right-of-way a distance of 90.02 feet to a 5/8 inch diameter iron pin; thence leaving said Southerly right-of-way

South 1° 40′ 02″ West a distance of 100.02 feet to a 5/8 inch diameter iron pin; thence

South 10° 15′ 10″ West a distance of 133.97 feet to a 5/8 inch diameter iron pin; thence

(continued)

South 1° 40′ 02" West a distance of 102.48 feet to a 5/8 inch diameter iron pin; thence a distance of 171.49 feet along the arc of a 250.00 foot radius curve right, said curve having a central angle of 39° 18′ 10" and a long chord bearing

South 21° 19′ 07" West a distance of 168.15 feet to a 5/8 inch diameter iron pin; thence a distance of 116.61 feet along the arc of a 170.00 foot radius curve left, said curve having a central angle of 39° 18′ 10" and a long chord bearing

South 21° 19′ 07" West a distance of 114.34 feet to a 5/8 inch diameter iron pin; thence

South 1° 40′ 02" West a distance of 693.15 feet to a 5/8 inch diameter iron pin; thence

South 89° 14′ 59" West a distance of 212.79 feet to a 5/8 inch diameter iron pin on the Easterly boundary of said West Half of the East Half of Section 4; thence

South 1° 11′ 43" West along said Easterly boundary a distance of 648.96 feet to a brass cap monument marking the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 4; thence continuing along said Easterly boundary

South 1° 09′ 16" West a distance of 1,322.13 feet to the POINT OF BEGINNING.

Parcel II

A parcel located in the West Half of the Northeast Quarter of Section 4 of Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monument marking the Northeast corner of said West Half of the Northeast Quarter of Section 4 (East 1/16 Corner), from which a brass cap monument marking the Southeast corner of said West Half of the Northeast Quarter of Section 4 (CE 1/16 Corner) bears

South 1° 11′ 43" West a distance of 2,640.93 feet; thence

South 1° 11′ 43" West along the Easterly boundary of said West Half of the Northeast Quarter a distance of 698.89 feet to a 5/8 inch diameter iron pin on the Southerly right-of-way of Foothill Road and the POINT OF BEGINNING; thence

North 89° 31′ 18" West along said Southerly right-of-way a distance of 187.14 feet to a 5/8 inch diameter iron pin; thence leaving said Southerly right-of-way

South 1° 40′ 02" West a distance of 100.02 feet to a 5/8 inch diameter iron pin; thence

South 10° 15′ 10" West a distance of 133.97 feet to a 5/8 inch diameter iron pin; thence

South 1° 40′ 02" West a distance of 102.48 feet to a 5/8 inch diameter iron pin; thence a distance of 171.49 feet along the arc of a 250.00 foot radius curve right, said curve having a central angle of 39° 18′ 10" and a long chord bearing

South 21° 19′ 07" West a distance of 168.15 feet to a 5/8 inch diameter iron pin; thence a distance of 116.61 feet along the arc of a 170.00 foot radius curve left, said curve having a central angle of 39° 18′ 10" and a long chord bearing

South 21° 19′ 07" West a distance of 114.34 feet to a 5/8 inch diameter iron pin; thence

South 1° 40′ 02" West a distance of 693.15 feet to a 5/8 inch diameter iron pin; thence

(continued)

South 89° 14′ 59″ East a distance of 312.79 feet to a 5/8 inch diameter iron pin on the Easterly boundary of said West Half of the Northeast Quarter; thence

North 1° 11′ 43″ East along the Easterly boundary of said West half of the Northeast Quarter a distance of 1,293.08 feet to the POINT OF BEGINNING.

Parcel III

A parcel located in the West Half of the Northeast Quarter of Section 4 of Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monument marking the Northeast corner of said West Half of the Northeast Quarter of Section 4 (East 1/16 Corner), from which a brass cap monument marking the Southeast corner of said West Half of the Northeast quarter of Section 4 (CE 1/16 Corner) bears

South 1° 11′ 43″ East a distance of 2,640.22 feet; thence

South 1° 11′ 43″ West along the Easterly boundary of said West Half of the Northeast Quarter a distance of 698.89 feet to a 5/8 inch diameter iron pin on the Southerly right-of-way of Foothill Road; thence

North 89° 31′ 18″ West along said Southerly right-of-way a distance of 277.16 feet to a 5/8 inch diameter iron pin; thence leaving said Southerly right-of-way

South 1° 40′ 02″ West a distance of 333.10 feet to the POINT OF BEGINNING; thence a distance of 128.50 feet along the arc of a 180.00 foot radius curve right, said curve having a central angle of 40° 54′ 12″ and a long chord bearing

South 22° 07′ 08″ West a distance of 125.79 feet to a 5/8 inch diameter iron pin; thence a distance of 178.48 feet along the arc of a 250.00 foot radius curve left, said curve having a central angle of 40° 54′ 12″ and a long chord bearing

South 22° 07′ 08″ West a distance of 174.71 feet to a 5/8 inch diameter iron pin; thence

South 1° 40′ 02″ West a distance of 578.91 feet to a 5/8 inch diameter iron pin; thence

North 89° 14′ 59″ West a distance of 934.54 feet to a 5/8 inch diameter iron pin on the Westerly boundary of said West Half of the Northeast Quarter; thence

North 1° 08′ 22″ East along said Westerly boundary 1,056.01 feet to a point; thence leaving said Westerly boundary

South 89° 31′ 18″ East a distance of 199.79 feet to a point; thence

South 71° 31′ 51″ East a distance of 318.14 feet to a point; thence

North 75° 56′ 42″ East a distance of 266.70 feet to a point; thence

South 75° 37′ 18″ East a distance of 295.36 feet to the POINT OF BEGINNING.

PARCEL IV

Lot 4, Block 3, WHISPER CREEK ESTATES PHASE II AND III, Canyon County, Idaho, according to the plat filed in Book 22 of Plats, Page 20, records of said County.

AND

(continued)

The 15.11 feet of vacated Lemp Road, as disclosed in Vacation, recorded October 4, 1995 as Instrument No. 9527918 and located Westerly and adjacent to Lot 4, Block 3, WHISPER CREEK ESTATES PHASE II AND III, Canyon County, Idaho, according to the plat filed in Book 22 of Plats, Page 20, records of said County.

As amended by Affidavit recorded December 13, 1999 as Instrument No. 009944017, records of Canyon County, Idaho.

EXHIBIT "A"
PARCEL 5

A PARCEL OF LAND IN THE SW $\frac{1}{4}$ OF SECTION 4, T4N, R2W, B.M., CANYON COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 3, T4N, R2W, B.M., CANYON COUNTY, IDAHO
THENCE ALONG THE MID--SECTION LINE OF SAID SECTION, THE BASIS OF BEARING
S 89°43'38" E 2629.25 FEET TO THE CENTER OF SAID SECTION 3, THENCE ALONG THE MID--SECTION LINE
S 00°28'53" W 1324.53 FEET TO A $\frac{1}{16}$TH CORNER, THENCE
S 00°53'52" W 1321.47 FEET TO A 1/4 CORNER, THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 3
N 89°45'30" W 2643.55 TO THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE
ALONG THE WEST SECTION LINE OF SAID SECTION 3
N 00°59'53" E 514.24 FEET, THENCE LEAVING THE SECTION LINE
S 89°36'47" E 361.68 FEET, THENCE
N 00°59'53" E 164.42 FEET, THENCE
N 89°00'07" W 361.66 FEET TO A POINT ON THE SECTION LINE, THENCE
N 00°59'53" E 1965.04 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 158.95 ACRES

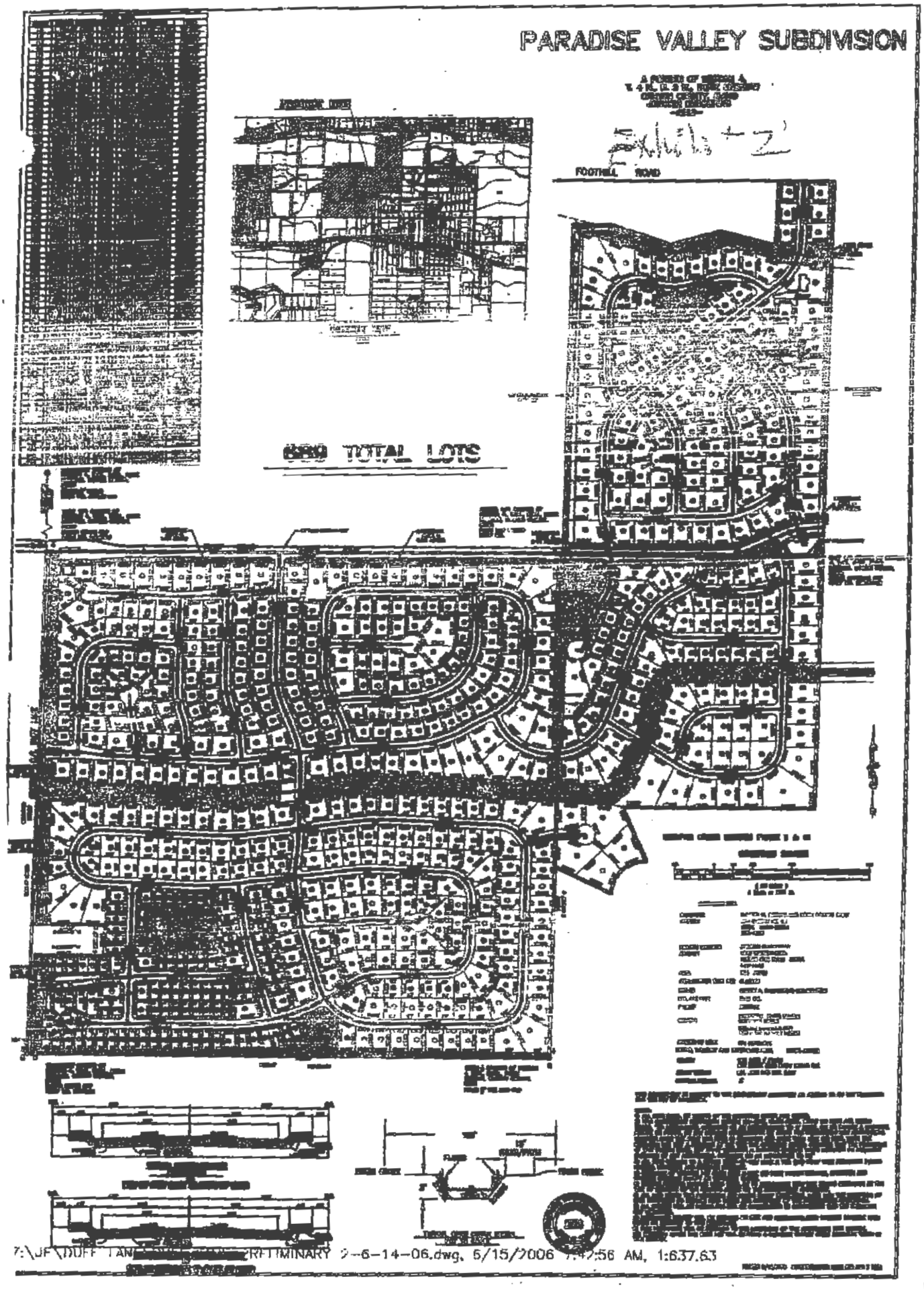
PARADISE VALLEY SUBDIVISION
FOOTHILL ROAD
689 TOTAL LOTS
7:\JF\DUFF LAN[redacted]RELIMINARY 2-6-14-06.dwg, 6/15/2006 7:42:56 AM, 1:637.63

Exhibit "D"

Comments Received from the Public/Citizens

CITY OF MIDDLETON
RECEIVED
JUN 08 2020
AR

To The Planning + Zoning Commissioners,

I'm upset That We The property owners That border The proposed Jane Suggs/Gem State Planning are NOT ALLOWED To comment on such a very Large Subdivision That will impact us And Everyone That uses Duff Lane.

I was Told No comment is Allowed because This planed subdivision will follow The Middleton City Code.

The P+Z commissioners should STILL Listen To us property owners Put yourselfs in our shoes. I believe you Too would be upset Not being ALLOWED To comment.

Sincerly, Jim Grey

Address: 23557 Duff Lane

Exhibit "E"

Comments Received from Public Agencies

Waverly Park Subdivision

MIDDLETON RURAL FIRE DISTRICT

STAR FIRE PROTECTION DISTRICT

DATE: August 4, 2021

TO: City of Middleton
Attn: Roberta Stewart

FROM: Victor Islas, Deputy Chief

SUBJECT: Fire District Review

PROJECT NAME: Waverly Park Subdivision, Middleton, Idaho

Fire District Summary Report:

Overview: This development can be serviced by the Middleton Rural Fire District. This development shall comply with the 2018 International Fire Code (IFC) and any codes set forth by the City of Middleton, Idaho.

Fire Response Time: This development will be served by the Middleton Rural Fire District Station 53, located at 302 E. Main St., Middleton, ID 83644.

- Station 53 is 2.1 miles with a travel time of 4 minutes the proposed entrance of the development at Duff Land & 9th St. under ideal driving conditions to
- Station 53 is 1.7 miles with a travel time of 3 minutes the proposed entrance of the development at Duff Land & Cornell St. under ideal driving conditions to

Accessibility: Roadway Access, Traffic, Radio Coverage

Access roads shall be provided and maintained following Appendix D and Section 503 of the IFC. Access shall include adequate roadway widths, signage, turnarounds, and turning radius for fire apparatus.

Access road design shall be designed and constructed to allow for evacuation simultaneously with emergency response operations.

One- or two-family dwelling residential developments: Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall provide with at least two separate and approved fire apparatus access roads.

- The six proposed access to the development on 9th street and Cornell St meets the intent of the fire code.

Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with **AASHTO HB-17.** Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus (75,000 pounds). Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

(208) 286-7772
11665 W. STATE ST., SUITE B
STAR, IDAHO 83669

All access roads in this development shall remain clear and unobstructed during construction of the development. Additional parking restrictions may be required as to maintain access for emergency vehicles at all times. Hydrants shall remain unobstructed at all times per city code.

The fire district requires that Autoturn models be submitted for review. Autoturn models should be reflect a standard fire engine and 50' ladder truck.

An unobstructed vertical clearance of no less than 13 feet 6 inches shall be maintained at all times.

The applicant shall work with City of Middleton and Fire District to provide an address identification plan and signage which meets the requirements set forth by each agency. Addressing shall be placed in a position that is plainly legible and visible from the street or road fronting the property, as set forth in International Fire Code Section 505.1

- To eliminate confusion and delay in response times during calls for service. The use of duplicate name at disjointed areas should be eliminated and the use of the street names St. James Dr., St. James St. and Peregrine St. should not be approved.

Upon commencement of initial construction of a new structure, a clear visible freestanding sign or post hall be erected and maintained in place until the permanent address numerals are attached or otherwise displaced upon the premises at completion.

Water Supply:

Water supply requirements will be followed as described in Appendix B of the 2015 International Fire Code unless agreed upon by the Fire District.

1. Fire Flow: One- and two-family dwellings not exceeding 3,600 square feet require a fire-flow of 1,000 gallons per minute for a duration of 1 hours to service the entire project. One- and two-family dwellings in excess of 3,600 square feet require a minimum fire flow as specified in Appendix B of the International Fire Code.
2. Water Supply: Acceptance of the water supply for fire protection will be by the Fire District and water quality by the City of Middleton for bacteria testing.
3. Water Supply: Final Approval of the fire hydrant locations shall be by the Fire District or their designee in accordance with International Fire Code Section (IFC) 508.5.4 as follows:
    a. Fire hydrants shall have a Storz LDH connection in place of the 4 ½" outlet. The Storz connection may be integrated into the hydrant, or an approved adapter may be used on the 4 1/2" outlet.
    b. Fire hydrants shall have the Storz outlet face the main street or parking lot drive aisle.
    c. Fire hydrants shall be placed on corners when spacing permits.
    d. Fire hydrants shall not have any vertical obstructions to outlets within 10'.
    e. Fire hydrants shall be placed 18" above finished grade to the center of the Storz outlet.
    f. Fire hydrants shall be provided to meet the requirements of the City of Middleton Standards.
    g. Show all proposed or existing hydrants for all new construction or additions to existing buildings within 1,000 feet of the project.

Inspections:

Final inspection by the Fire District of the above listed including hydrant flow must be completed before building permits are issued

Additional Comments:

Side Setback as per City Code. Any modification to setback will require review and approval by the Fire District.

Streetlights to be operational prior to the first certificate of occupancy being issued. Lighting is essential in assisting first responders with identifying entrances safely while responding to calls for service.

From:	Chris Hopper
To:	Roberta Stewart; "Amy Woodruff (amy@civildynamics.net)"; Becky Crofts
Cc:	Lenny Riccio
Subject:	FW: Waverly Park - Duff Lane right of way dedication by Albright
Date:	Wednesday, July 7, 2021 2:26:00 PM
Attachments:	aerial of Albright property with driveway.pdf
Importance:	High

CHD4's recommendation would be that for arterial corridors, an alternate access through the subdivision be provided such that if/when the existing Albright access to Duff Lane is restricted (RIRO or fully restricted) they would have a viable alternative available.
By the time access restrictions on Duff become necessary it is highly likely that segment will be fully under city jurisdiction, so CHD4 will leave the decision up to the city.

Respectfully,

Chris Hopper, P.E.
District Engineer

Canyon Highway District No. 4
15435 Hwy 44
Caldwell, Idaho 83607
208-454-8135

From: Jane Suggs <jane@gemstateplanning.com>
Sent: Wednesday, July 7, 2021 2:01 PM
To: Roberta Stewart <rstewart@middletoncity.com>
Cc: Shawn Brownlee <shawn@trilogyidaho.com>; Chris Hopper <CHopper@canyonhd4.org>; Becky Crofts <bcrofts@middletoncity.com>; Amy Woodruff <amy@civildynamics.net>
Subject: Waverly Park - Duff Lane right of way dedication by Albright
Importance: High

Hi Roberta,
We've met with Mr. and Mrs. Albright concerning the dedication of right of way for Duff Lane improvements.
They need to know if their existing driveway connection to Duff Lane will remain when they dedicate the needed right of way.
Can you confirm that their driveway connection to Duff Lane will remain at the same location?
Please let me know as soon as possible. The Albrights will not continue our conversation until the driveway location is confirmed.
Thank you,
Jane

Jane Suggs
Gem State Planning, LLC
9839 W. Cable Car Street, Suite 101
Boise, ID 83709
208-602-6941

CANYON HIGHWAY DISTRICT No. 4
15435 HIGHWAY 44
CALDWELL, IDAHO 83607

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

June 2, 2021

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

Bailey Engineering, Inc.
4242 Brookside Lane
Boise, Idaho 83714
Attention: David Bailey, P.E.

Re: Waverly Park Subdivision—Preliminary Plat

Mrs. Stewart:

Canyon Highway District No. 4 (CHD4) has reviewed the preliminary plat for Waverly Park Subdivision, approximately 419 single-family residential lots located at the southeast corner of 9th Street and Duff Lane. CHD4 offers the following comments for your consideration:

Jurisdiction
CHD4 and the City entered into an Exchange Maintenance Agreement (11/27/18) for the logical distribution of maintenance activities on roadway segments where both parties have jurisdiction. Duff Lane between Foothill Road to the north side of Highway 44 is assigned to CHD4 for maintenance activities. The other public streets within the proposed subdivision will fall solely under the City's jurisdiction.

Mitigation Improvements
The following are impacts described in the traffic impact study:

- **Purple Sage Road and Duff Lane intersection**
  - **AM Peak=1.6%, PM Peak=2.6%, Average=2.1%**
- **9th Street and Duff Lane intersection**
  - **AM Peak=8.8%, PM Peak=10.2%, Average=9.5%**
- **Cornell Street and Duff Lane intersection**
  - **AM Peak=16.7% and PM Peak=18.5%, Average=17.6%**
- **N Middleton Road and SH 44 intersection**
  - **AM Peak=4.7%, PM Peak=5.5%, Average=5.1%**
- **Duff Lane and SH 44 intersection**
  - **AM Peak=7.9%, PM Peak=9.2%, Average=8.6%**

(Waverly Park Subdivision TIS, Dated 5/6/20, Page 8)

Per the Capital Improvement Plan FY 17 dated April 25, 2017, with exception to design and build of the 9th street/Duff roundabout, none of the intersections impacted appear to be mitigated through impact fees. Staff recommends the City review these impacts through an additional proportional share of the improvement costs or have impacts mitigated through exactions.

Access and Improvements

Duff Lane

Proposal is to locate access on the section and ¼-section lines. No direct driveway access to Duff Lane is proposed. CHD4 recommends the City review relocating approach of out parcel (R3385701000) through the subdivision.

Falcon Valley No. 5 improvements widened Duff Lane approximately 48' measured from centerline (CL)to top back of curb (TBC). The proposed widening of 25' measured from CL to TBC appears to generally match Middleton's five-lane urban section of 72' TBC to TBC (48'+25'). CHD4 staff will review the proposed improvements and impact of making these improvements from centerline at time of improvement drawings. The bridge crossing at Mill Slough will require widening and will be reviewed at time of Improvement Drawings as well.

Staff recommends the City require extending frontage improvements across the outparcel (Canyon County Parcel No. R3385701000).

Right-Of-Way Dedications

ROW dedication of Duff Lane appears consistent with the Middleton code and Middleton's supplemental to the ISPWC.

Please feel free to contact me at any time prior to the hearing if you have any questions.

Sincerely,

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: Waverly Park **Agency: Middleton**

CIM Vision Category: Future Neighborhoods

New households: 417 **New jobs: 0** **Exceeds CIM forecast: Yes**

CIM Corridor: **Duff Lane** Pedestrian level of stress: **R** Bicycle level of stress: **R**	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with **G or PG** ratings better support bicyclists and pedestrians of all ages and comfort levels.
Housing within 1 mile: **890** Jobs within 1 mile: **100** Jobs/Housing Ratio: **0.1**	A good jobs/housing balance – a ratio between **1 and 1.5** – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
Nearest police station: **3 miles** Nearest fire station: **2.1 miles**	Developments within **1.5 miles** of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
Farmland consumed: **Yes** Farmland within 1 mile: **913 acres**	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
Nearest bus stop: **>4 miles** Nearest public school: **1.7 miles** Nearest public park: **1.6 miles** Nearest grocery store: **>4 miles**	Residents who live or work less than **½ mile** from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

This proposal exceeds growth forecasted for this area. Transportation infrastructure may not be able to support the new transportation demands. Necessary services, such as grocery stores, employment, and public transportation are several miles from this location. There are no plans for future public transportation serving this area.

The Middleton Connects City Vison Map calls for a public multi-use pathway connecting Duff Lane with East 9th Street. Consider a pathway parallel to the Mill Slough to satisfy this need for pedestrian connectivity in this area.

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

Web: www.compassidaho.org
Email info@compassidaho.org
More information about the development review process:
http://www.compassidaho.org/dashboard/devreview.htm

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

Boise Office
Golden Eagle Building
1101 W. River St., Ste. 110
P.O. Box 7985
Boise, Idaho 83707
Tel. (208) 629-7447

Challis Office
1301 E. Main Ave.
P.O. Box 36
Challis, Idaho 83226
Tel. (208) 879-4488

Twin Falls Office
236 River Vista Place
Suite 301
Twin Falls, Idaho 83301
Tel. (208) 969-9585

Fax (208) 629-7559

SAWTOOTH LAW OFFICES, PLLC

David P. Claiborne *
S. Bryce Farris
Patxi Larrocea-Phillips
Evan T. Roth
Daniel V. Steenson
Matthew A. Sturzen
Katie L. Vandenberg-Van Vliet
Andrew J. Waldera **
James R. Bennetts *(retired)*

Attorneys licensed in Idaho
** Also licensed in Washington*
*** Also licensed in Oregon*

Tuesday, August 03, 2021

City of Middleton
Attn: Roberta Stewart
P.O. Box 487
Middleton, Idaho 83644

Re: **Waverly Park Subdivision** located on Duff Lane, btw 9th and Cornell Middleton, Idaho

Dear Ms. Stewart:

The Drainage District No. 2 (referred to as "District") has a ditch or drain and easement that runs through or abuts this property. The District's easement is 100 feet, 50 feet to either side for open drains and 50 feet, 25 feet to either side for piped or closed drains. In addition, the Middleton Mill Ditch Company and Middleton Irrigation Association (collectively referred to as "MM-MI") have a lateral ditch and easement that runs through or abuts this property. The easement is 25 feet each side from the top of bank. The developer must contact the District and MM-MI's attorneys, Sawtooth Law Offices, PLLC, for approval before any encroachment, change of easement, or drainage discharge into District or MM-MI facilities occurs. The District and MM-MI must review drainage plans and construction plans prior to any approval.

The District and MM-MI generally require a License Agreement prior to any approval for the following reasons:

1. Relocation of a facility which would also require a new easement and relinquishment of the old easement once the relocation has been completed.
2. Piping of a facility.
3. Encroachment on a facility with gas, water and sewer lines, utility lines, roadways, bridges or any other structures.
4. Drainage discharges into any facilities.

Also, please be advised that neither the District or MM-MI approves of trees within their easements. Therefore, any existing trees within easement will need to be removed. On occasion, the District and MM-MI may make exceptions on a case-by-case basis, which requires the developers/owners to obtain written permission from the District or MM-MI for existing trees to remain.

Please contact me if you have any questions.

Yours very truly,

S. Bryce Farris

SBF:krk
cc: MM-MI/DD2

Exhibit "F"

City Engineer & Planner Comments

From:	Roberta Stewart
To:	Roberta Stewart
Subject:	FW: Waverly Park - 419 lots in Middleton
Date:	Friday, May 28, 2021 1:26:50 PM
Attachments:	Waverly Park PPlat Set 20200911.pdf image001.png

Engineering Comments from Amy Woodruff below

Roberta L. Stewart

PLANNER
City of Middleton, Planning & Zoning
1103 W. Main St.
P.O. Box 487
Middleton, ID 83644

Tele - (208) 585-3133
Fax – (208) 585-9601
rstewart@middletoncity.com

www.middleton.id.gov

From: Amy Woodruff <amy@civildynamics.net>
Sent: Thursday, May 6, 2021 12:43 PM
To: Roberta Stewart <rstewart@middletoncity.com>
Cc: Rachel Speer <rspeer@middletoncity.com>
Subject: RE: Waverly Park - 419 lots in Middleton

Roberta and Rachel,
Attached is the most current Waverly Park preliminary plat that I have in my files. Per your request (Roberta), I did take a fresh look at it. There is really only one follow up comment that should be addressed prior to hearing:

1. Please remove the St James St. extension to Albright. The road may terminate in a way that makes sense to access L7B21.
2. As a derivative of one (1) above, extend a pedestrian path from the end of St James to the pathway in Albright.
3. The culvert crossing was not reviewed by Civil D for either condition or geometry at this (the preplat) project stage. I don't really have the details or field data needed to provide

meaningful comments. It is assumed CHD4 will follow up with comments if the crossing is on their work plan and we will review the crossing in detail at the construction drawing phase, which is typical. If you would like to address the crossing in the Development Agreement, a general clause should cover it. Please know any costs assigned to the crossing at this point in the project development would not be effective at the time of construction, Phase 6.

If there is something you specifically wanted me to review, please let me know. Otherwise, I will follow up with a conditional recommendation today.

Thank you.

Amy Woodruff
453-2028

May 21, 2020

TO: City of Middleton
Bruce Bayne, PE, Zoning Official

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

RE: Waverly Park Subdivision Preliminary Plat

Thank you for the opportunity to review the above referenced preliminary plat submittal. Every effort was made to identify all the review comments, but given the size of the project and the utility constraints, additional comments may come up as the application goes forward. Please review the complete code section cited below:

MCC 5-4-3. Traffic Impact Analysis is required to be submitted.

MCC 5-4-4:A. Please submit a title commitment with ownership information, including schedule B.

MCC 5-4-4:A.2.a. The boundary needs stamped by the PLS.

MCC 5-4-4:A.2.f. The site topography is very difficult to discern, especially the contour data. Please consider whether there may be a better way to structure the sheets.

MCC 5-4-4: A.2.h. Please clearly show the pathway the full length of Mill Slough to Allbright Street. The pathway should be 12 ft wide.

MCC 5-4-4:A.2.i. Detail ownership of land not in a subdivision.

MCC 5-4-4:A.2.j. Add zoning of adjacent land.

MCC 5-4-4:A.2.k. Please list number of common lots per phase in the table on PP-1.

MCC 5-4-4:A.2.m. Add names of property owners adjacent to the exterior boundary.

MCC 5-4-4:A.2.o. Please dimension lots as practical in lieu of extensive use of curve data.

MCC 5-4-4:A.2.r. Please coordinate with the City regarding the right of way needed at Allbright/Cornell intersection and Allbright/9th intersection. A roundabout is shown for each on the City's planning map.

MCC 5-4-4:A.3. The sewer mains shown as being oversized do not meet 10 State Standards. However, we also recognize that options for sewering the parcel are limited and the City will weigh carefully the operational challenges of oversize mains against installation of a lift station (or other). We need to consult with DEQ regarding the specifics and will follow up with our findings and recommendations.

MCC 5-4-10-2:H:3. Minimum spacing between centerline of roads is 250 ft, including Decatur and Peregrine. You may apply for variance if Peregrine cannot be adjusted.

MCC 5-4-10-2:J.2. Review this code section and revise road names accordingly. Coordinate with the City regarding duplicate road names.

General comments:

1. Please revisit the right of way width for Cornell. MCC requires a 100 foot right of way (50 foot half section.) and improved per the Middleton Supplemental.
2. The typical section for 50' half section dimensions may naed corrected.
3. Minimum centerline radius is 125 ft. The 60 ft radii may be problematic for Middleton Rural Fire as well.
4. Lot 16 Block 22 is not minimum size.

CITY OF MIDDLETON

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

PLANNER COMMENTS – WAVERLY PARK SUBDIVISION

August 4, 2021

1. As indicated in my 8/3/2021 email, the street names need to be revised. We will send over proposed street names to fix disjointed/duplicative street names. Street names St. James, Decatur, and Peregrine are duplicate names and must be discarded. We will probably need about 7 new names to fill in the gaps when we remove other duplicative names not mentioned here.
2. Please call out the pathway along the slough with some kind of descriptive note. Per MCC 5-4-10-8, the pathway must be 10' wide and paved with asphalt. It should be placed within a 20' public access easement. Looks like the pathway also transects through the park at L1/B13. Please add a note to clarify that the pathway through L1/B13 is for public access and meets standards of MCC 5-4-10-8.
3. We are discussing the need to dedicate the 6 acre park at L1/Blk13. We can address this with you in the next few days.
4. Add L39/Blk 1 to common lot schedule
5. Some blocks seem to have gotten confused. Please review these problem areas:
    a. Block 28, Lot 1 at Waylon Avenue should be Block 27, Lot 1 probably.
    b. Block 24, at the southern end along Cornell Street should probably be Block 23
    c. Block 22 at Toone St., should be Block 21
    d. Block 24 at Burlison Street should be Block 23.
6. Show mailboxes on preliminary plat
7. Your plat is missing the following notes:
    a. 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.
    b. Building Setbacks shall be in compliance with the standards set forth in the R-3 Zone at the time of building permit issuance.
    c. Mailbox clusters to be installed by Owner as shown on the preliminary plat

Roberta L. Stewart

Middleton City Planner

CITY OF MIDDLETON

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UPDATED PLANNER COMMENTS – WAVERLY PARK SUBDIVISION

August 11, 2021

Some of my comments from the 8/4/2021 were not completed. Please compete the following requests and send over an updated preliminary plat with 2 full-size paper copies.

1. Streets in Middleton can only be "Avenues" or "Streets". Please change Algood Place to Algood Avenue.
2. We will not let your pre-plat proceed to City Council until you place a public access easement over the pathways along the slough. I cannot see that note anywhere. It is critical to keep your plat in compliance with our comp plan by noting that public access. The easement must be at least 20' wide to be in compliance with MCC 5-4-10-8.
3. Add L39/Blk 1 to common lot schedule. See below. Or tell me why it is not a common lot.

4. Where is Block 27. Looks like it got skipped entirely. I think, but I am not sure, your engingeer intended Block 28, Lot 1 (the street island) to be Block 27, Lot 1??
5. You are still not showing mailboxes. Please add them to the plat.

Roberta L. Stewart

Middleton City Planner

Exhibit "G"

P&Z Commision Findings of Facts, Conclusions of Law and Recommendation. Minutes from P&Z Meeting on 6/8/2020

Middleton Planning & Zoning Commission

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

In the Matter of the Request of Jane Suggs/Gem State Planning for Preliminary Plat for the Waverly Park Subdivision located at 0 Duff Lane at the southeast corner of 9th Street and Duff Lane (Tax Parcel Nos. R33857012 and R33857011):

A. Findings of Fact:

1. Hearing Facts: (See Staff Report for the hearing date of June 8, 2020, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.)

2. Process Facts: (See Staff Report for the hearing date of June 8, 2020, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.)

3. Application and Property Facts: (See Staff Report for the hearing date of June 8, 2020, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.)

4. Required Findings per Middleton City Code 1-14-2(E)(7): (See Staff Report for the hearing date of June 8, 2020, which Report is attached hereto as Exhibit "A' and incorporated herein by this reference.)

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 considaration 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 Planning and Zoning Commission's public meeting 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, 1-16, 5-1, 5-2, 5-3, and 5-4.

8. That this recommendation is subject to the Conditions of Approval set forth in the

attached Staff Report for the hearing date of June 8, 2020, which Report is incorporated herein by reference.

7. 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.

C. Decision and Order:

Pursuant to the Planning & Zoning Commission's authority as provided in Middleton City Code 1-5-5, and based upon the above Findings of Facts and Conclusions of Law, it is hereby recommended that:

1. City Council approve the preliminary plat subject to the Conditions of Approval set forth in the Staff Report for the June 8, 2020, Public Hearing attached hereto as Exhibit "A" and incorporated herein by this reference.

WRITTEN RECOMMENDATION AND DECISION APPROVED ON: August 9, 2021.

Ray Waltemate, Chairman
Planning and Zoning Commission

Attest:

Roberta Stewart
Planning and Zoning Department

Exhibit "A"

ADMINISTRATIVE REVIEW AND REPORT
Middleton Planning and Zoning Commission

Waverly Park Subdivision – Preliminary Plat

A request by Jane Suggs/Gem State Planning to approve a Preliminary Plat according to Middleton City Code 5-4-4, for Waverly Park Subdivision consisting of 431 residential and 58 common lots on approximately 157.6 acres of vacant land. The subject property is located at the southeast corner of Duff Lane and 9th Street and is already in City Limits and zoned R-3, three residential dwelling units per gross acre. Property is Canyon County Parcel No. R33857011 and R33857012, Middleton, Idaho.

Applicant: Jane Suggs/Gem State Planning
9840 W Overland Road, Suite 120
Boise, ID 83709

Representative: Same as Applicant

1. **APPLICATION:** The application was received and accepted by the City on May 13, 2020

2. **NOTICE OF PUBLIC HEARING:**

Published notice Idaho Press Tribune:	May 22, 2020
Letters to 300' Property Owners:	May 20, 2020
Letters to Agencies:	June 2, 2020
Property Posted:	May 22, 2020

3. **APPLICABLE CODES AND STANDARDS:**
Idaho Code Title 67, Chapter 65
Middleton City Code, (MCC) 1-14-5; 1-15-1; 5-4-3 and -4
Idaho Standards for Public Works Construction (ISPWC)
Middleton Supplement to the ISPWC
Middleton Comprehensive Plan and Maps, Dec. 4, 2019 version

4. **CITY STAFF COMMENTS REGARDING THE PROPOSED PRELIMINARY PLAT:**

The subject property is zoned R-3, three residential units per gross acre. The proposed preliminary plat complies with that zoning density standard.

The minimum buildable lot size in this community is 7,794 square feet and the largest is 14,103 square feet.

Road names are still to be confirmed so that the plat meets MCC 5-4-10-2.J.2.

Cluster mailboxes are required and shown per correspondence from the Middleton Post Master and the United States Postal Service regional office.

MCC 5-4-3 requires developer to prepare and submit for city approval a traffic analysis (TIS) and payment of proportionate share of traffic impact at intersections. That is still required and is noted as a condition of approval.

A neighborhood meeting was not required.

City Planning and Zoning Review Comments: Are to be completed and approved as a condition.

City Engineer Review Comments: Are to be completed and approved as a condition.

Written Agency Responses Received to Date: None.

Written Comments From Landowners Received to Date: None

5. CONCLUSION

The proposed preliminary plat complies with most of the city's code and standards. If the Planning and Zoning Commission recommend that the City Council approve the preliminary plat, it is recommended to be with the following conditions.

1. City of Middleton municipal domestic water, fire flow, sanitary sewer services and transportation facilities are extended to serve the subdivision.
2. The TIS must be approved by the city, and before City Council approval, the applicants proportionate share for traffic impacts at all required intersections must be determined.
3. Cluster mailbox location(s) must be shown.
4. Preliminary plat corrections identified by the City Engineer and Planning and Zoning Official are made.
5. Requirements of Middleton Rural Fire are incorporated.
6. Requirements of CHD#4 are incorporated.
7. Minimum lot size of 8,000 square feet must be attained.

Drafted by: Bruce Bayne
Date: June 5, 2020

Code 5-4-4 for Crescent Lake Subdivision consisting of 105 residential lots and 5 common lots on 35.134 acres of vacant land, Canyon County Parcel No. R33833010, located West of Kingsbury Rd, North of Highway 44, Middleton, Idaho.

Motion seconded by Commissioner Gregory.
Aye- Waltemate, Hutchison, Gregory
Opposed-Springston
Motion passed.

Public hearing closed at 9:06 p.m.

I. **Public Meeting: A request by Jane Suggs/Gem State Planning to approve a Preliminary Plat according to Middleton City Code 5-4-4, for Waverly Park Subdivision consisting of 431 residential and 58 common lots on approximately 157.6 acres of vacant land. The subject property is located at the southeast corner of Duff Lane and 9th Street and is already in City Limits and zoned R-3, three residential dwelling units per gross acre. Property is Canyon County Parcel No. R33857011 and R33857012, Middleton, Idaho.**

The applicant is proposing to build the subdivision according to Middleton city codes and standards. No exceptions are requested so the Planning and Zoning Commission, and subsequently City Council, will consider the application at public meetings where interested residents may observe, but not participate by offering comments since it is not a public hearing.

Chairman Waltemate called the public meeting beginning at 9:07 p.m. Planning and Zoning Official Bruce Bayne addressed the concerns expressed through a resident's letter that the public is not able to comment in a public meeting. If the applicant is applying for a preliminary plat and the property has already been annexed into the City and planned and the applicant is doesn't' request anything outside of the City Code a public meeting is held and not open to public comment. He then read the staff report.

Commission discussion: The same intersections will be affected by the TIS in this application as the application for Waterford Subdivision.

Applicant: Jane Suggs/Gem State Planning: 9840 Overland Road Boise, Idaho. She gave a brief overview of the project. They have submitted an updated preliminary plat that addresses the City staff and City Engineer comments. The buildout is about 7 years in the future so that can be considered as phasing is considered. They plan to ask for a waiver of a public right of way to decrease the required right of way of Cornell Street from 100 ft to 60 ft. The 100 ft right of way will cause them to lose 15-16 lots.

Commission discussion: The traffic will go out on 9th Street and Cornell, no traffic will come out on Duff. Bruce said the City has done that on purpose, and in collaboration with Canyon Highway District 4. The right of way on Duff, 9th and Albright is 100 ft. Bruce said he is not in favor of reducing the right of way on Cornell Street, it was brought up by the applicant. The City's comprehensive plan and transportation plan have not allowed for too narrow of roads. We are building roads for the population buildout of 90,000 residents. Bruce said there is a code for exception of waiver of standards however it does require a Special Use Permit, it can go through a development agreement, it can be a variance, or a condition of approval, however all of these things require a public hearing at both P&Z

and at City Council not just one.

Discussion from Commission: We are discussing the approval of the preliminary plat any waivers are going to have to go to a public hearing.

Motion: Motion by Chairman Waltemate to recommend approval to City Council request by Jane Suggs/Gem State Planning to approve a Preliminary Plat according to Middleton City Code 5-4-4, for Waverly Park Subdivision consisting of 431 residential and 58 common lots on approximately 157.6 acres of vacant land. The subject property is located at the southeast corner of Duff Lane and 9th Street and is already in City Limits and zoned R-3, three residential dwelling units per gross acre. Property is Canyon County Parcel No. R33857011 and R33857012, Middleton, Idaho. with conditions put forth by the City Staff.

Motion seconded by Commissioner Springston and approved unanimously.

Chairman Waltemate called 5 min recess at 9:31 p.m.

Chairman Waltemate called the meeting back in session at 9:38 p.m.

J. **Public Hearing: A request by Todd Campbell (TCCH Inc.)/Paul Watson (Falkirk Holdings LLC), for a special use permit to amend City Approved Construction Plans which required a local collector roadway section (60 feet wide) adjacent to commercial zoning transitioning to a local roadways section (50 feet wide) in the residential area, to allow for a 50 foot wide Local Commercial Collector as modified by the applicant. The subject property is 12.5 acres located at the southwest corner of Willis Rd and Hartley Ln., Middleton, Idaho.**

Chairman Waltemate called the public hearing at 9:38 p.m. Planning and Zoning Official Bruce Bayne read the staff report. He answered a question from the commissioner Hutchison that the applicant is asking to go from 60 ft right of way to 50 ft right of way in the commercial portion of the project

Applicant: Jay Walker: Altera Consulting: 849 E State Street, Eagle Idaho 83616. He gave a brief explanation of what has gone one with the project. Currently they have stamped and approved plans for Stonehaven 3. It is currently under construction. The concern is for the additional right of way of 7 ft that will be maintained by the city and the request is to give back the 7 ft "no man's land" to the back of the sidewalk to the property owner of the commercial development.

Chairman Waltemate asked for future land use when the commercial is developed how does that effect development in that area. Jay said it doesn't affect it at all. The street size doesn't change, but the additional right of way could be changed to have additional parking stalls with a new commercial development. Right now, it is dirt behind the vertical curb and nothing says it will be grass when a new commercial development goes in. Bruce explained why the City wants the additional right of way. The additional right of way provides a buffer in the commercial area where there will be more traffic in the area. The applicant has already been allowed to reduce the size of the sidewalk width from 8 ft to 5ft and that was done on purpose to keep the continuity of the concrete sidewalk throughout the development. Either way if the HOA/COA does not maintain it the City will.

Exhibit "H"

Original 2006 Paradise Valley Development Agreement

WAVERLY

17

Recording Requested By and
When Recorded Return to:

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

2006833381

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT
PARIDISE VALLEY

This Development Agreement entered into by and between the City of Middleton, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Richard M Phillips and Staci Phillips Trust, whose address is 210 Murray Street, Boise, Idaho 83714, the owner of the real property described herein and applicant(s) for PARADISE VALLEY SUBDIVISION, hereafter referred to as "Developer".

WHEREAS, the Developer has applied to the City for a zone change to R-3 for the Development of the property described as attached hereto and incorporated by reference herein on Exhibit 1 ("Property") to develop a Residential Subdivision, which includes approximately 256 acres of residential uses. The Property is currently zoned Ag. The Developer has enclosed a concept plan which is attached hereto as Exhibit 2.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development 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 the Middleton City Code.

WHEREAS, the Middleton City Code allows a property owner or developer to request that an application for zoning or zoning map amendment be processed in connection with the execution of a development agreement, wherein through such development agreement, a property owner or developer may agree to make written commitments concerning the use or development of a subject parcel in exchange for the change of zoning requested; and

WHEREAS, the City is willing to allow the proposed development within the City Of Middleton, Idaho, subject to the terms and conditions of this Agreement and the Special Conditions attached hereto; and

WHEREAS, the City desires to induce Developer to develop the Property because the development proposed by Developer is in the public interest. The City believes that development by Developer will generate additional tax revenue, provide employment, and stimulate beneficial commercial growth and development; and

WHEREAS, the City acknowledges that Developer and its successors and/or assigns are relying upon the effectiveness of this Development Agreement in the decision to purchase the Property; and

WHEREAS, the City has approved the requested annexation and zoning to R3 subject to the following terms and/or commitments and desires to formalize and clarify the respective obligations of the parties.

WHEREFORE, the City of Middleton and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

ARTICLE I
LEGAL AUTHORITY

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

ARTICLE II
ZONING ORDINANCE AMENDMENT

2.1 The City will adopt an ordinance amending the Middleton Zoning Ordinance to rezone the property to R-3. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Development Agreement.

2.2 This Development Agreement shall not prevent the City in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by the City in exercise of its police powers that do not conflict with Developer's property rights, the parties' commitments applicable to the Property as set forth herein, or the R-3 zone classification approved hereby. Any such subsequent ordinances shall not supersede the specific commitments set forth herein.

ARTICLE III
CONDITIONS ON DEVELOPMENT

The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

3.1 Developer shall develop the Property subject to the conditions and limitations set forth in this Agreement, and to the standards that the City has in force at the time of the annexation application for the R-3 zoning classification except as otherwise provided in this Agreement (the "Project"). Developer shall further submit such applications regarding preliminary and final plat reviews and any other applicable applications as may be required by the City.

3.2 Developer agrees that, unless otherwise agreed to by the Parties, the conceptual site development plan (the "Conceptual Plan") attached hereto as Exhibit B shall dictate the type of development to be constructed in each of the components of the Project. Block lengths shall apply in accordance with the approved conceptual plan. Residential densities within the Project shall not exceed three (3) dwelling units per gross acre.

3.3 The Project shall comply with the Middleton Comprehensive Plan and Middleton City Code, and all state and federal law as they exist in final form at the time the development application was submitted, except as otherwise provided in this Agreement and will require a complete set of plans which shall include:

3.4.1 Site plan including street, curb and gutter, street signs, irrigation lines, sidewalk and site lighting;
3.4.2 Underground utility plan including water, sanitary sewer, storm drainage, irrigation, and fire protection;
3.4.3 Any other required improvements set forth as conditions of approval; Soils report, including bearing values, soils profile, ground water and other elements as requested by the City Engineer or Building Official;
3.4.4 Review and Approval by the City Engineer and Building Official of site, utility, and landscape plans before a building permit is issued.

3.4 Unless otherwise agreed, Developer will at its sole expense, design and construct all public improvements as shown in this development agreement in strict accordance with the Middleton City Code in existence at the time of the development application or as otherwise provided in this Agreement.

3.5 Street Improvements and Access. Developer agrees to submit a traffic impact study to the City acceptable to the City Engineer. In particular, the traffic study shall be in accordance with the standards identified in the *Transportation Impact Analyses for Site Development*, 2005, by the Institute of Transportation Engineers. At a minimum, such a traffic impact study must consider the cumulative impacts of surrounding developments. Developer agrees to mitigate its proportionate share of adverse traffic impacts as required by the City.

3.5.1 Developer shall make any and all necessary street improvements as provided in the Conceptual Plan and required by the City Engineer pursuant to the Traffic Impact Study;

3.5.2 Developer shall construct the following street improvements to standards adopted by the City including associated curb, gutter and sidewalk per the requirements of the Middleton City Code in effect as of the effective date of this Development Agreement, and the Traffic Impact Study.

3.5.2 Project accesses shall conform to the diagram contained in Exhibit 2.

3.5.3 Review and Approval by the City Engineer and Building Official of any and all street improvements and access shall be required before building permits shall be issued.

3.5.4 Provided the Developer is in substantial compliance as determined by the City Engineer, building permits may be issued prior to the completion of secondary street improvements.

3.6 Landscape Improvements.

3.6.1 Developer shall provide landscaping on designated frontages in accordance with exhibit 2 and the provisions of the Middleton City Code in place as of the effective date of this Development Agreement.

3.6.2 Developer will provide landscaping in accordance with the provisions of the City of Middleton for R-3 zoned properties in place as of the effective date of this Development Agreement as depicted with the Conceptual Plan.

3.6.3 Developer or its successors or assigns shall maintain all site landscape areas as required by law.

3.7 Setbacks.

3.7.1 Developer shall comply with the setbacks for R-3 zoned property as provided in the Middleton City Code in effect as of the effective date of this Development Agreement except patio house lots which setbacks shall be 5 foot side yard, 15 foot rear yard, 15 feet to the front of the house, 20 feet to the garage and 15 feet flanking street. Maximum lot coverage shall

be defined as the building envelope inside the setbacks. Side entry garage requirements do not apply to the patio lots. Minimum lot width to be 50 feet on patio lots. Flag lots may be allowed on up 10% of the lots with frontage not less than 30 feet.

3.8 **Utilities.**

3.8.1 Developer shall bring to the Property all utilities it requires for development subject to appropriate reimbursement provisions in latecomers' agreements, except for sanitary sewer, a separate agreement for sewer applies.

3.8.2 Developer shall construct all on-site utilities required for development of the Property, including sewer, water, electricity, natural gas, and any others Developer deems appropriate.

3.8.3 All on-site utilities shall be constructed underground.

3.9 **Conditions, Security for Completion:** All of the conditions set forth herein shall be complied with or shall be secured by a letter of credit for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to comply by a letter of credit for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Middleton City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to provide a letter of credit for certain conditions at one hundred and fifty percent (150%) of the estimated cost of completion pursuant to Middleton City Code, and, provided the Developer is in substantial compliance, to be determined by the City Engineer, the City Council may issue building permits prior to completion of certain secondary public improvements.

3.11 **Expanded Use.** No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Middleton City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Middleton City Code, Developer shall be in default of this Agreement.

3.12 **Commencement of Construction:** The Developer shall commence construction of site infrastructure (*e.g.*, grading of streets or installation of utilities) within five years of the effective date of this Agreement. Developer acknowledges that preliminary plat approval is valid for twelve (12) months pursuant to Middleton City Code § 6-2-3(F)(3). Upon Developers request an extension of 12 months shall be allowed for cause. In the event the Developer fails to commence construction within the time

periods herein stated, the Developer shall be in default of this Agreement.

3.13 **Final building Permit.** Final building permit approval and construction of the improvements on the Property, in accordance with those approved plans, shall be deemed to satisfy the conditions and obligations of Developer set forth in this Development Agreement.

ARTICLE IV
AFFIDAVIT OF PROPERTY OWNERS

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Middleton City Code shall be provided and is incorporated herein by reference.

ARTICLE V
DEFAULT

5.1 In the event Developer, its successors or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement, this Agreement may be modified or terminated by the Middleton City Council upon compliance with the requirements of the Middleton City Code. In the event the City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Middleton City Code, determines that this Agreement shall be terminated, the zoning of the Property shall revert to City R-3 zoning. All uses of the Property, which are not consistent with City R-3 zoning shall cease. Nothing herein shall prevent Developer from applying for any nature of use permit consistent with City R-3 zoning. A waiver by the City of any default by Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches 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.

5.2 The execution of this Development Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of the conditions imposed upon Developer by this Development Agreement.

5.3 **Remedies and Specific Performance.** In addition to the remedies provided by the Default provisions herein, any applicable Permits issued pursuant to this Agreement, and the proceedings Findings of Facts and

Conclusions of Law issued herein may be revoked at any time for a material violation of the permit, or any material violation of any condition thereof, by motion of the City Council after notice and Developer's failure to cure such failure within thirty (30) days, followed by a due process hearing upon at least ten (10) days written notice to Developer. The City Council, after finding that Developer has exercised due diligence in curing any such failure, may provide a reasonable extension of time for Developer to cure such failures. In the event a breach of this Agreement in addition to all other remedies at law or in equity, and as set forth in this Agreement.

5.4 Financial Assurance. In the event that certain improvements are not completed by Developer as required under this Agreement, Developer shall submit a mutually acceptable bond, cash deposit, certified check, or irrevocable bank letter of credit, or other security agreement to the City for one hundred fifty percent (150%) of the estimated costs associated with the completion thereof as estimated by the City Engineer and approved by the CITY prior to the issuance of an occupancy permit for any of the buildings within the Project for which said improvements are required to be constructed. In the event Developer fails to complete construction of the specified improvements within a period of time as required under this Agreement, the City may proceed to have such work completed. In order to accomplish this, the City may appropriate said security agreement, bond, cash, deposit, or letter of credit.

ARTICLE VI
UNENFORCEABLE PROVISIONS

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

6.2 This Development Agreement is intended to be supplemental to all other local, City, State and Federal Code requirements, rules and regulations, and is established to assure compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Development Agreement conflicts with any provision of the Middleton City Code, this Development Agreement shall prevail to the extent permitted by law.

ARTICLE VII
ASSIGNMENT AND TRANSFER

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement,

shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, 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 and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. 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.

ARTICLE VII
GENERAL MATTERS

8.1 **Amendments.** Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by Middleton City Code, Title 5, Chapter 7.

8.2 **Paragraph Headings.** This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.3 **Choice of Law.** This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

8.4 **Notices.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

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

Developer: **Mr. Richard M. Phillips and Staci Phillips Trust**

210 Murray Street
Boise, Idaho 83714

Or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. 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 foregoing.

8.5 **Attorneys' Fees and Costs.** In the event an action is brought to enforce any provision of this Agreement, or in the event an action is brought to recover damages for breach of this Agreement, , the prevailing party in such action shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred, including attorneys' fees and cost incurred on appeal.

8.6 **Effective Date.** This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

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

Dated this 4 day of October, 2006.

CITY OF MIDDLETON

By: Frank McKenna
Mayor

ATTEST:
Ellen Smith CMC
City Clerk

CITY OF MIDDLETON INCORPORATED APRIL 20, 1910 CANYON COUNTY, IDAHO

STATE OF IDAHO)
) ss
County of Canyon)

On this 12 day of October, in the year of 2006, before me Elena Gomez, personally appeared Frank McKenna and Ellen Smith, known or identified to me, to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same, and were so authorized to do so for and on behalf of said City of Middleton.

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

ELENA GOMEZ NOTARY PUBLIC STATE OF IDAHO

SEAL

Notary Public for Idaho
Residing at Middleton, Idaho
My Commission expires: 3-14-11

Richard M. Phillips

By: Richard M. Phillips

Staci Phillips Trust

By: Richard M. Phillips
Its: Trustee

STATE OF IDAHO)
)ss
County of Ada)

On this 7 day of Sept., in the year 2006, before me, personally appeared Richard M. Phillips, known or identified to me to be the Trustee of the Staci Phillips Trust and acknowledged to me that he executed the same, and was so authorized to do so for and on behalf of Staci Phillips Trust.

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

Norita Stricker
Notary Public for Idaho
Residing at: Eagle, Id.
My Commission expires: 2/9/07

NORITA STRICKER NOTARY PUBLIC STATE OF IDAHO

STATE OF IDAHO)
)ss.
County of Ada)

On this 7 day of Sept., in the year 2006, before me, personally appeared Richard M. Phillips, known or identified to me to be the person whose name is subscribed to the within and forgoing instrument, and acknowledged to me that he executed the same.

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

Norita Stricker
Notary Public for Idaho
Residing at: Eagle, Id.
My Commission expires: 2/9/07

NORITA STRICKER NOTARY PUBLIC STATE OF IDAHO

Paradise Valley Subdivision Annexation an Zoning Application

Richard M. Phillips
210 Murray Street
Boise, Idaho 83714

PC 60818

Exhibit "A"

Parcel I.

A parcel located in the West Half of the East Half of Section 4 of Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch diameter iron pin marking the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 4 (Southeast 1/16 Corner), from which a brass cap monument marking the Northeast corner of said Northwest Quarter of the Southeast Quarter of Section 4 (CE 1/16 Corner) bears

North 1° 09' 16" East a distance of 1,322.13 feet; thence

North 89° 21' 27" West along the Southerly boundary of said Northwest Quarter of the Southeast Quarter of Section 4 and the Northerly boundary of the Whisper Creek Estates Subdivision Phases 2 and 3 as shown in book 22 of Plats on Page 28 in the office of the recorder, of Canyon County, Idaho, a distance of 1,321.83 feet to a 5/8 inch diameter iron pin marking the Northwest corner of said WHISPER CREEK ESTATES SUBDIVISION Phases 2 and 3 and the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 4; thence

North 0° 56' 33" East along the Westerly boundary of said Southeast Quarter of Section 4 a distance of 1,326.60 feet to a point marking the Northwest corner of said Southeast Quarter of Section 4, said point being witnessed by a 5/8 inch diameter iron pin bearing

South 0° 56' 33" West a distance of 50.00 feet; thence

North 1° 08' 22" East along the Westerly boundary of the Northeast Quarter of said Section 4 a distance of 648.95 feet to a 5/8 inch diameter iron pin; thence leaving said Westerly boundary

South 89° 14' 59" East a distance of 934.54 feet to a 5/8 inch diameter iron pin; thence

North 1° 40' 02" East a distance of 678.91 feet to a 5/8 inch diameter iron pin; thence a distance of 178.48 feet along the arc of a 250.00 foot radius curve right, said curve having a central angle of 40° 54' 12" and a long chord bearing

North 22° 07' 08" East a distance of 174.71 feet to a 5/8 inch diameter iron pin; thence a distance of 128.50 feet along the arc of a 180.00 foot radius curve left, said curve having a central angle of 40° 54' 12" and a long chord which bears

North 22° 07' 08" East a distance of 125.79 feet to a 5/8 inch diameter iron pin; thence

North 1° 40' 02" East a distance of 323.10 feet to a 5/8 inch diameter iron pin on the Southerly right-of-way of Foothill Road; thence

South 89° 31' 18" East along said Southerly right-of-way a distance of 99.02 feet to a 5/8 inch diameter iron pin; thence leaving said Southerly right-of-way

South 1° 40' 02" West a distance of 100.02 feet to a 5/8 inch diameter iron pin; thence

South 10° 18' 18" West a distance of 133.97 feet to a 5/8 inch diameter iron pin; thence

(continued)

South 1° 40′ 02" West a distance of 102.48 feet to a 5/8 inch diameter iron pin; thence a distance of 171.49 feet along the arc of a 250.00 foot radius curve right, said curve having a central angle of 39° 18′ 10" and a long chord bearing

South 21° 19′ 07" West a distance of 168.18 feet to a 5/8 inch diameter iron pin; thence a distance of 116.61 feet along the arc of a 170.00 foot radius curve left, said curve having a central angle of 39° 18′ 10" and a long chord bearing

South 21° 19′ 07" West a distance of 114.34 feet to a 5/8 inch diameter iron pin; thence

South 1° 40′ 02" West a distance of 693.13 feet to a 5/8 inch diameter iron pin; thence

South 89° 14′ 53" East a distance of 312.79 feet to a 5/8 inch diameter iron pin on the Easterly boundary of said West Half of the East Half of Section 4; thence

South 1° 11′ 43" West along said Easterly boundary a distance of 648.96 feet to a brass cap monument marking the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 4; thence continuing along said Easterly boundary

South 1° 09′ 16" West a distance of 1,322.13 feet to the POINT OF BEGINNING.

Parcel II

A parcel located in the West Half of the Northeast Quarter of Section 4 of Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monument marking the Northeast corner of said West Half of the Northeast Quarter of Section 4 (East 1/16 Corner), from which a brass cap monument marking the Southeast corner of said West Half of the Northeast Quarter of Section 4 (CE 1/16 Corner) bears

South 1° 11′ 43" West a distance of 2,648.93 feet; thence

South 1° 11′ 43" West along the Easterly boundary of said West Half of the Northeast Quarter a distance of 698.89 feet to a 5/8 inch diameter iron pin on the Southerly right-of-way of Foothill Road and the POINT OF BEGINNING; thence

North 89° 31′ 18" West along said Southerly right-of-way a distance of 187.14 feet to a 5/8 inch diameter iron pin; thence leaving said Southerly right-of-way

South 1° 40′ 02" West a distance of 100.02 feet to a 5/8 inch diameter iron pin; thence

South 10° 15′ 18" West a distance of 133.97 feet to a 5/8 inch diameter iron pin; thence

South 1° 40′ 02" West a distance of 102.48 feet to a 5/8 inch diameter iron pin; thence a distance of 171.49 feet along the arc of a 250.00 foot radius curve right, said curve having a central angle of 39° 18′ 10" and a long chord bearing

South 21° 19′ 07" West a distance of 168.18 feet to a 5/8 inch diameter iron pin; thence a distance of 116.61 feet along the arc of a 170.00 foot radius curve left, said curve having a central angle of 39° 18′ 10" and a long chord bearing

South 21° 19′ 07" West a distance of 114.34 feet to a 5/8 inch diameter iron pin; thence

South 1° 40′ 02" West a distance of 693.13 feet to a 5/8 inch diameter iron pin; thence

(continued)

South 89° 14' 59" East a distance of 312.79 feet to a 5/8 inch diameter iron pin on the Easterly boundary of said West Half of the Northeast Quarter; thence

North 1° 11' 43" East along the Easterly boundary of said West half of the Northeast Quarter a distance of 1,293.08 feet to the POINT OF BEGINNING.

Parcel III

A parcel located in the West Half of the Northeast Quarter of Section 4 of Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monument marking the Northeast corner of said West Half of the Northeast Quarter of Section 4 (East 1/16 Corner), from which a brass cap monument marking the Southeast corner of said West Half of the Northeast Quarter of Section 4 (CN 1/16 Corner) bears

South 1° 11' 43" West a distance of 2,640.93 feet; thence

South 1° 11' 43" West along the Easterly boundary of said West Half of the Northeast Quarter a distance of 698.89 feet to a 5/8 inch diameter iron pin on the Southerly right-of-way of Foothill Road; thence

North 89° 31' 18" West along said Southerly right-of-way a distance of 277.18 feet to a 5/8 inch diameter iron pin; thence leaving said Southerly right-of-way

South 1° 40' 02" West a distance of 333.10 feet to the POINT OF BEGINNING; thence a distance of 128.80 feet along the arc of a 180.00 foot radius curve right, said curve having a central angle of 40° 54' 12" and a long chord bearing

South 22° 07' 08" West a distance of 125.79 feet to a 5/8 inch diameter iron pin; thence a distance of 178.48 feet along the arc of a 250.00 foot radius curve left, said curve having a central angle of 40° 54' 12" and a long chord bearing

South 22° 07' 08" West a distance of 174.71 feet to a 5/8 inch diameter iron pin; thence

South 1° 40' 02" West a distance of 678.91 feet to a 5/8 inch diameter iron pin; thence

North 89° 14' 59" West a distance of 934.54 feet to a 5/8 inch diameter iron pin on the Westerly boundary of said West Half of the Northeast Quarter; thence

North 1° 08' 22" East along said Westerly boundary 1,056.01 feet to a point; thence leaving said Westerly boundary

South 89° 31' 18" East a distance of 199.79 feet to a point; thence

South 71° 31' 51" East a distance of 318.14 feet to a point; thence

North 75° 56' 42" East a distance of 266.70 feet to a point; thence

South 75° 37' 18" East a distance of 295.36 feet to the POINT OF BEGINNING.

PARCEL IV

Lot 4, Block 3, WHISPER CREEK ESTATES PHASE II AND III, Canyon County, Idaho, according to the plat filed in Book 22 of Plats, Page 20, records of said County.

AND

(continued)

The 15.11 feet of vacated Loop Road, as disclosed in Vacation, recorded October 4, 1995 as Instrument No. 9527918 and located Westerly and adjacent to Lot 4, Block 3, WHISPER CREEK ESTATES PHASE II AND III, Canyon County, Idaho, according to the plat filed in Book 22 of Plats, Page 20, records of said County.

As amended by Affidavit recorded November 12, 1999 as Instrument No. 009944917, records of Canyon County, Idaho.

EXHIBIT "A"
PARCEL 5

A PARCEL OF LAND IN THE SW $\frac{1}{4}$ OF SECTION 4, T4N, R2W, B.M., CANYON COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 3, T4N, R2W, B.M., CANYON COUNTY, IDAHO
THENCE ALONG THE MID-SECTION LINE OF SAID SECTION, THE BASIS OF BEARING
S 89°43'38" E 2629.25 FEET TO THE CENTER OF SAID SECTION 3, THENCE ALONG THE MID-SECTION LINE
S 00°28'53" W 1324.53 FEET TO A $\frac{1}{16}$TH CORNER, THENCE
S 00°53'52" W 1321.47 FEET TO A 1/4 CORNER, THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 3
N 89°45'30" W 2643.55 TO THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE
ALONG THE WEST SECTION LINE OF SAID SECTION 3
N 00°59'53" E 514.24 FEET, THENCE LEAVING THE SECTION LINE
S 89°36'47" E 361.68 FEET, THENCE
N 00°59'53" E 164.42 FEET, THENCE
N 89°00'07" W 361.66 FEET TO A POINT ON THE SECTION LINE, THENCE
N 00°59'53" E 1965.04 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 158.95 ACRES

PARADISE VALLEY SUBDIVISION

Exhibit 2

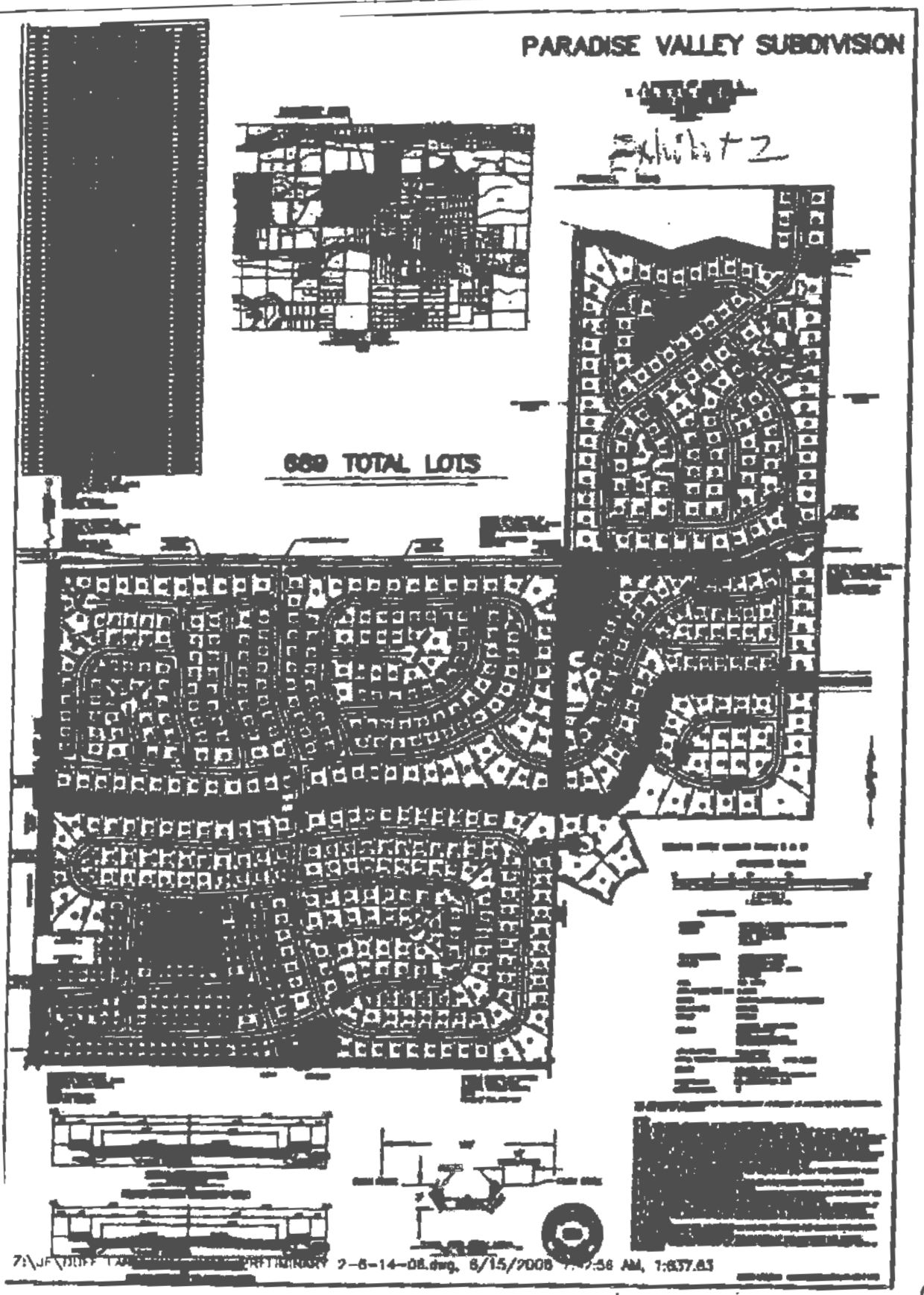


EXHIBIT “D”

In the Matter of the Request of Breckon Land Design for Drake Investments LLC, Robert Brian Burnett, Deep River Investments and Deep Waters LLC (the "Applicant') for Annexation/Rezone, Preliminary Plat, Development Agreement Modification and Comprehensive Plan Map Amendment with respect to the River Pointe Subdivision located at 10481 Hwy 44, 0 Hwy 44, and 0 Duff Lane, Tax Parcels Nos. R33935010A0, R339200, & R3392001 (the "Property"):

A. **Findings of Fact: The Middleton City Council reviewed the facts as outlined in the staff reports for the hearing date of July 7, 2021 and September 1, 2021, which Staff Reports are attached hereto as Exhibit "A" and incorporated herein by this reference and made a part hereof as if set forth in full. Middleton City Council additionally considered public testimony and reviewed applicant submittals and submittals by other interested parties. Additionally, all pertinent portions of the Idaho State Code and City Ordinances, Standards, and Codes were used in evaluating the applications.**

1. **Hearing Facts:**

   i. See Staff Report for the hearing date of September 1, 2021.

   ii. See Planning Staff presentation for the September 1, 2021, public hearing, which presentation is attached hereto as Exhibit "B" and incorporated herein by this reference and made a part hereof as if set forth in full.

   iii. During Planning Staff's presentation, Staff recommended the addition of item 3.30 to the Reformed and Restated Development Agreement, which item requires Developer/Owner to construct the portion of E. Sawtooth Lakes Street that connects to Duff Lane prior to final plat approval for Phase 4 rather than final plat approval for Phase 8.

2. **Procedural Status and Planning and Zoning Commission Recommendation:** See the facts in the Staff Report for the hearing date of September 1, 2021.

3. **Application and Property Facts:** See the facts outlined in the Staff Report for the hearing dates of September 1, 2021.

B. **Conclusions of Law: The Middleton City Council has the authority to hear these applications and order that they be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and**

conducted under the requirement of Idaho Code and City ordinances. Specifically, based upon the findings of fact, the Middleton City Council finds the following:

1. That the City of Middleton has the authority to exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).

2. That the City of Middleton properly exercised said authority.

3. That due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction and other comments from the public received in written form and through public testimony.

4. That notice of the application and public hearing were given according to law.

5. That Planning and Zoning Commission's and City Council's public hearings were conducted according to law, and the City has kept a record of the application and related documents.

6. That codes and standards applicable to the applications are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, 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.

C. Order of Decision:

Pursuant to the City Council's authority as provided in Middleton City Code 1-5-2, and based upon the Findings of Fact and Conclusions of Law, the Mayor and City Council hereby make the following order:

1. The application for Annexation and Rezone is approved subject to the conditions of approval set forth in the Middleton Planning Department Staff Report for the public hearing conducted on September 1, 2021.
2. The application for Development Agreement Modification is approved subject to the conditions of approval set forth in the Middleton Planning Department Staff Report for the public hearing conducted on September 1, 2021.
3. Proposed Item 3.30 of the Reformed and Restated Development Agreement shall be made a part of the Reformed and Restated Development Agreement.
4. The application for Preliminary Plat is approved subject to the conditions of approval set forth in the Middleton Planning Department Staff Report for the public hearing conducted on September 1, 2021.
5. The application for Comprehensive Plan Map Amendment is approved subject to the

conditions of approval set forth in the Middleton Planning Department Staff Report for the public hearing conducted on September 1, 2021.

D. Right to Request Regulatory Taking Analysis

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

WRITTEN ORDER AND DECISION APPROVED ON: September _____, 2021.

_____
Steven J. Rule, Mayor
Middleton City Council

Attested by:

_____
Roberta Stewart
Planning and Zoning Department

EXHIBIT “E”

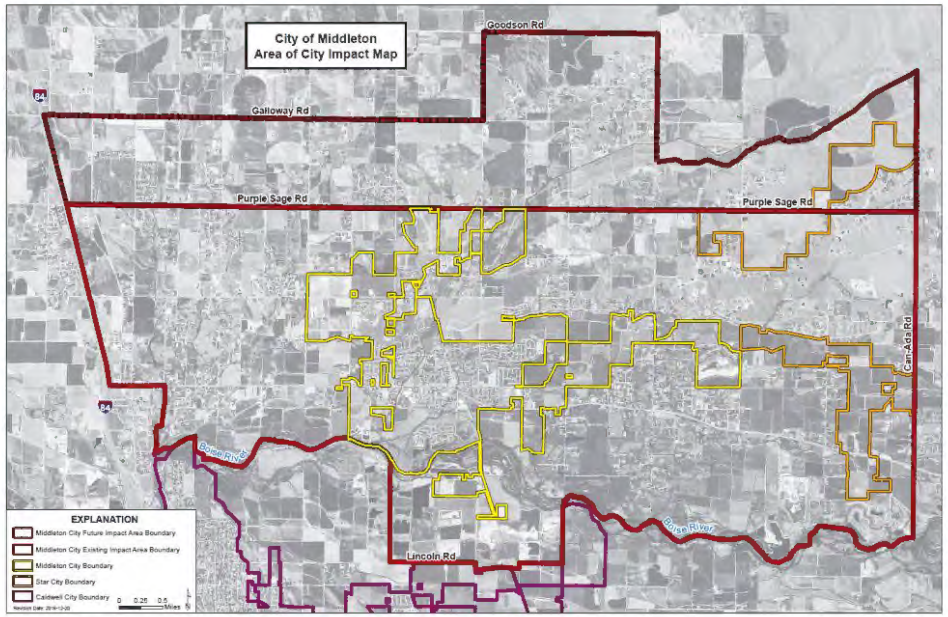
Comprehensive Plan Map Amendments

Application Description:

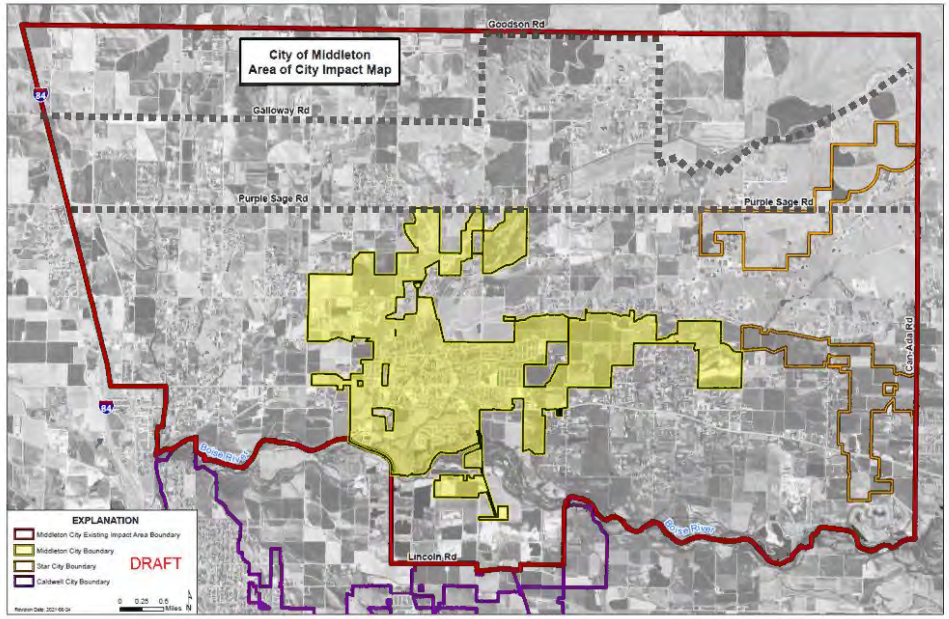
The City of Middleton is proposing amendments to the following Comprehensive Plan Maps: (1) Area of City Impact Map, (2) Future Land Use Map, (3) Transportation, Schools, and Recreation Map, (4) Transit Map, (5) Functional Classification Map, (6) Future Acquisitions Map, (7) 2018 Current Land Use Map, (8) Crane Creek Park Map, and (9) River Park Plan Map.

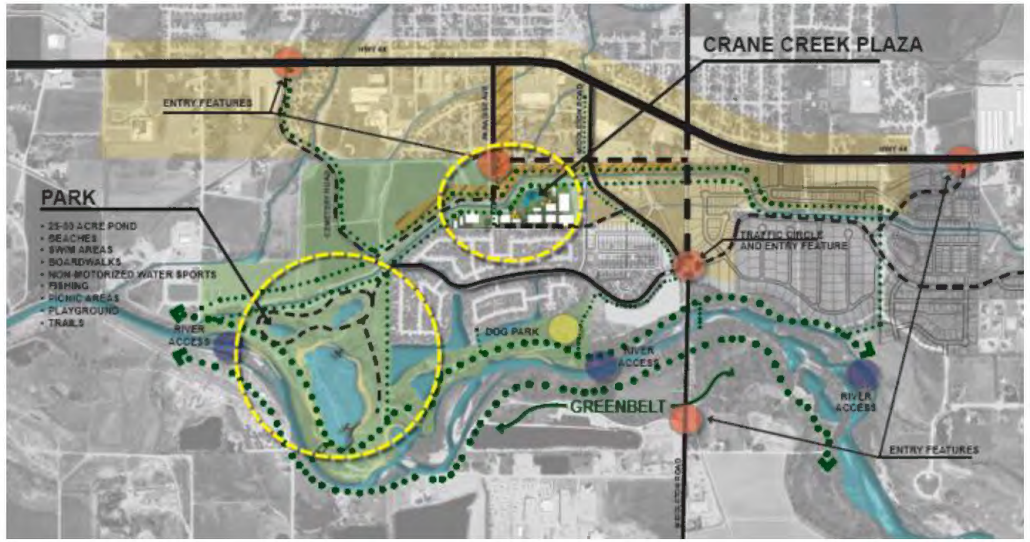
Middleton has experienced a great deal of growth during the past few years, necessitating some changes to our long-term planning. City limits are expanding, and growth is beginning to occur in and around the current Area of Impact boundary. For that reason, the City Staff is proposing expanding the Area of Impact boundary on all Comprehensive Plan Maps. Additionally, the City limits shown on the Maps need to be changed to reflect the current city boundary. The City is also requesting that three maps be deleted from the Comprehensive Plan because they are obsolete and useless.

CURRENT IMPACT AREA MAP



PROPOSED IMPACT AREA MAP





Future Planning for Middleton

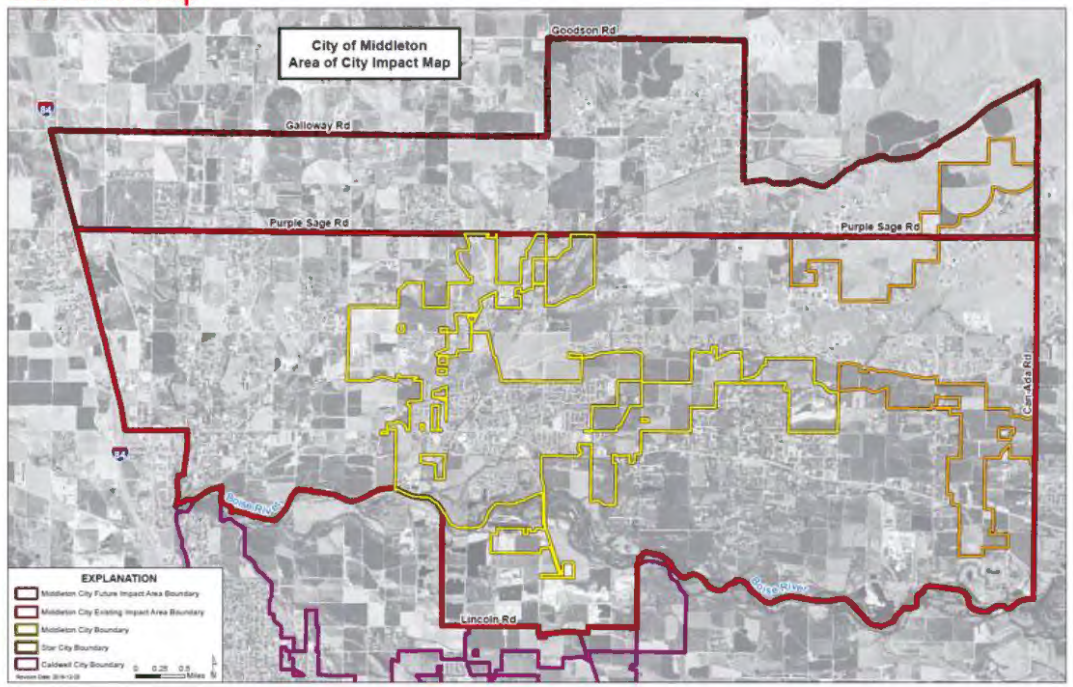
Another reason for the amendment requests is the creation of a new commercial and recreational center known as the "The River Walk Loop." This Loop involves an extensive pathway that connects neighborhoods and vibrant commercial centers with City plazas, large parks, recreational ponds, and the Boise River greenbelt trail.

In order to facilitate this design, Middleton Road will need to be straightened and the proposed Hwy 44 Alternate Route must be eliminated from the planning process because it cuts a 150' wide swath across the River Walk.

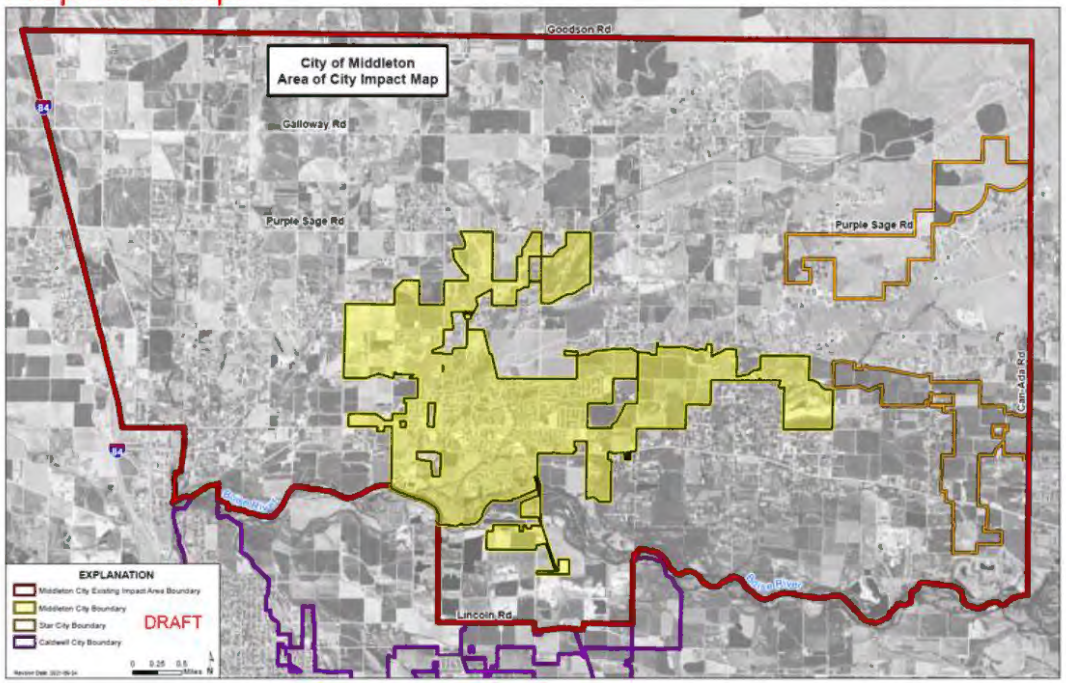
IMPACT AREA MAP

As you know, the Area of Impact map shows the geographical boundary of the area the City expects to grow into and annex. Changes include (1) expansion of the Area of Impact boundary (2) revision to City limits to reflect new boundary, (3) deletion of the “future area of impact” boundary line and (4) changes to colors for better visual design.

Current Map



Proposed Map:

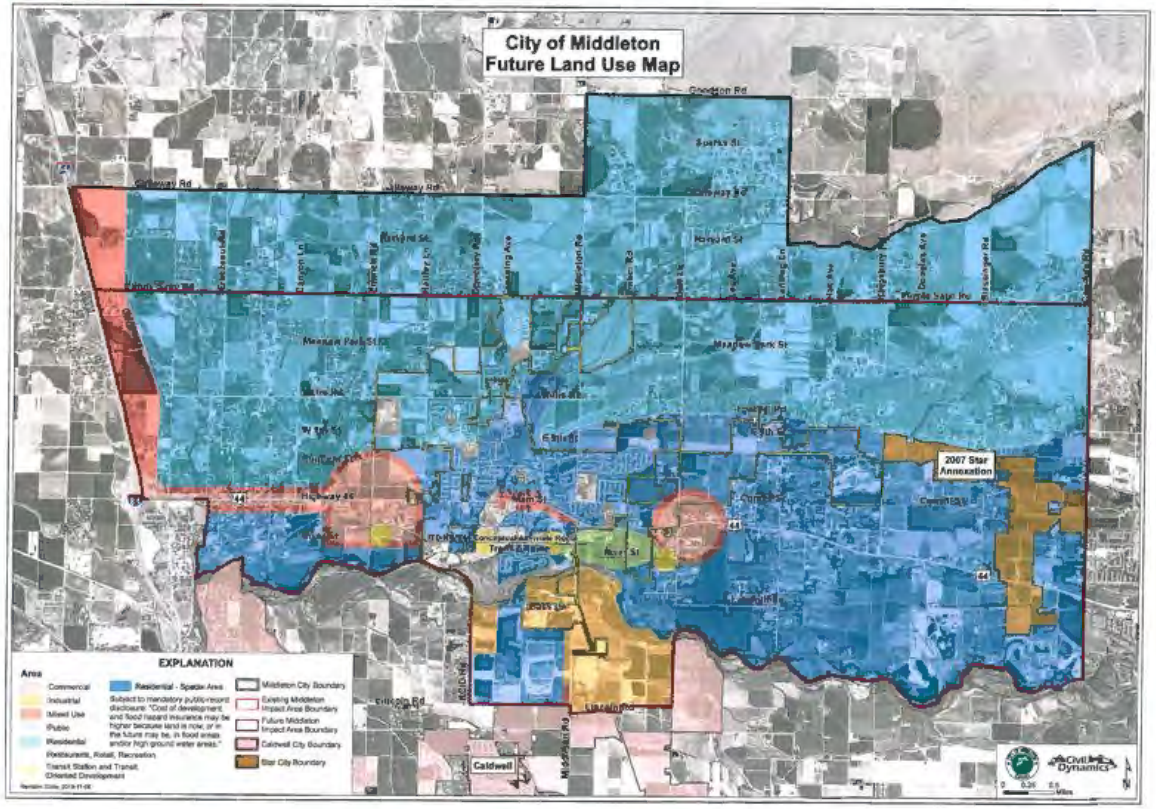


FUTURE LAND USE MAP

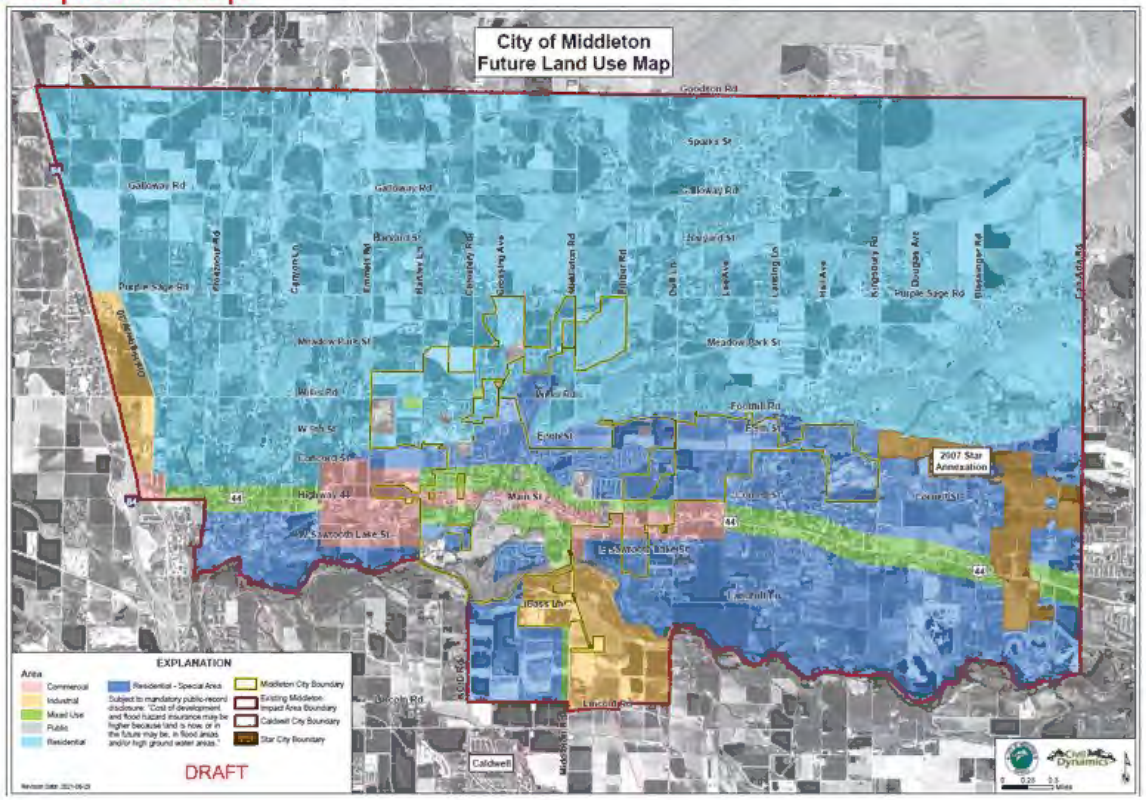
The Future Land Use Map, or FLUM, is the City's vision for future development. It is a guide to show where uses such as residential uses or commercial uses…etc., can be located. It does not confer a "right" to a specific use. We look to the Zoning Map for that.

Proposed changes to the City's FLUM include (1) expansion of Impact Area boundary, (2) revision to City limits, (3) elongation of Commercial corridor along Hwy 44, (4) addition of more Mixed Use areas, (4) removal of future Hwy 44 alternate route, (5) removal of confusing concept circles, (6) addition of industrial use along I-84, and (7) removal of small amount of Industrial use south of the Boise River.

Current Map



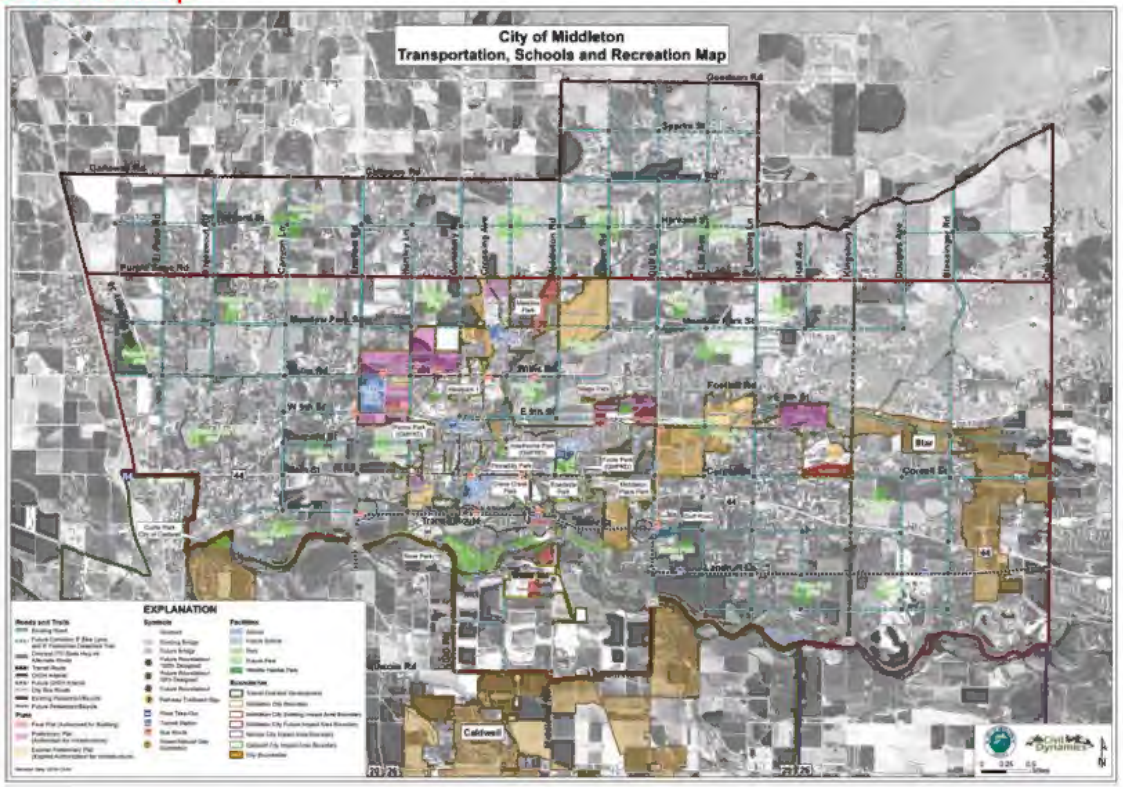
Proposed Map



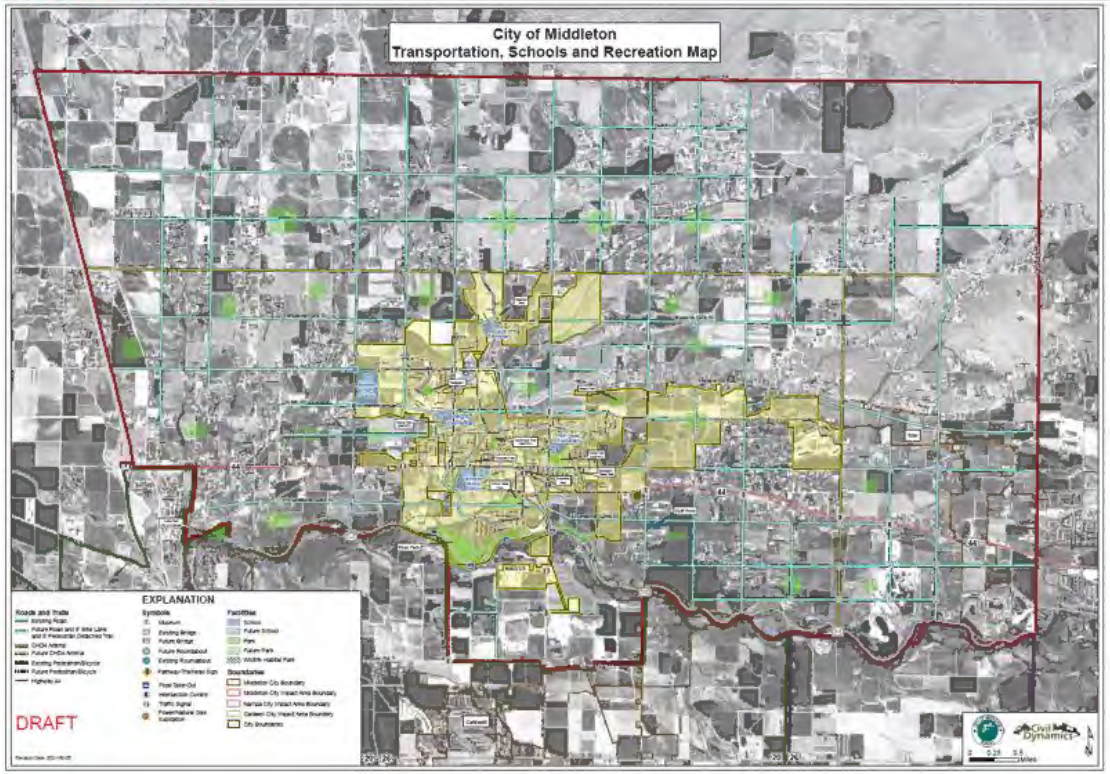
TRANSPORTATION, SCHOOLS & RECREATION MAP

This map is a guide to show future locations for roads, pathways, schools, and parks. Proposed changes include (1) expanded Area of Impact boundary (2) revised City limits, (3) removal of Hwy 44 Alternative Route, and (4) removal of confusing colors showing old preliminary plat applications.

Current Map



Proposed Map

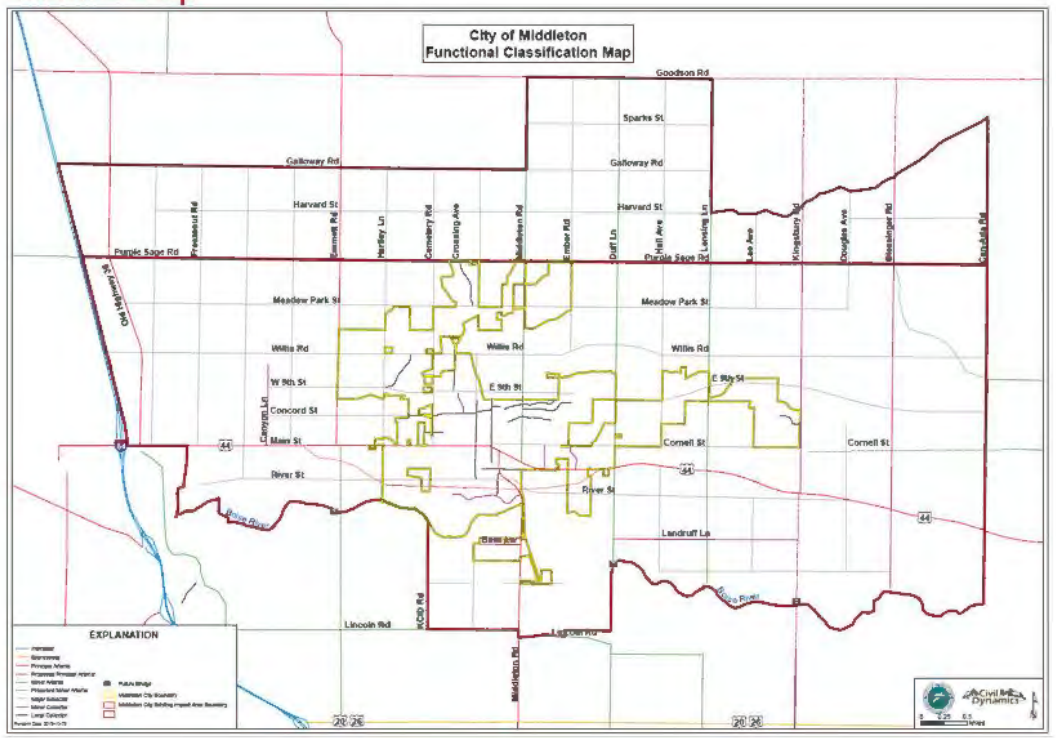


FUNCTIONAL CLASSIFICATION MAP

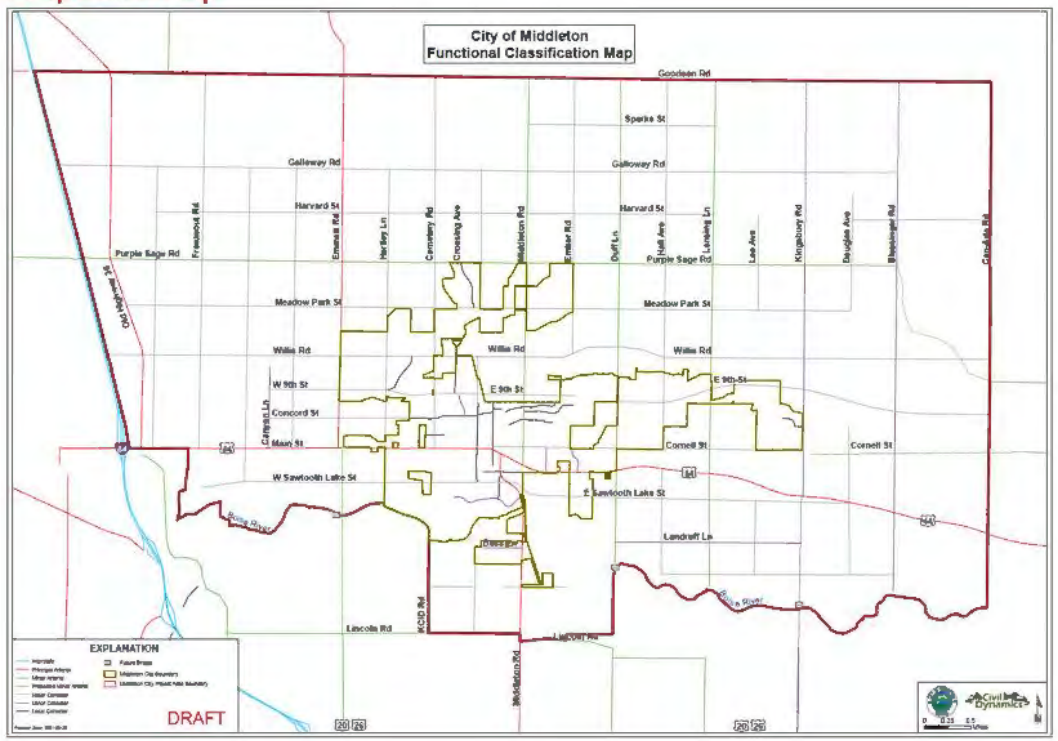
This map is used to show the classification of roads and future roads. For instance, it will show by color code if a road is deemed a collector road or a larger arterial road…etc. This helps us determine what type of road each developer will build along the frontage of their property.

Proposed changes include (1) expansion of Area of Impact boundary, (2) removal of Alternate Hwy 44 Route, and (3) revision to City limits.

Current Map



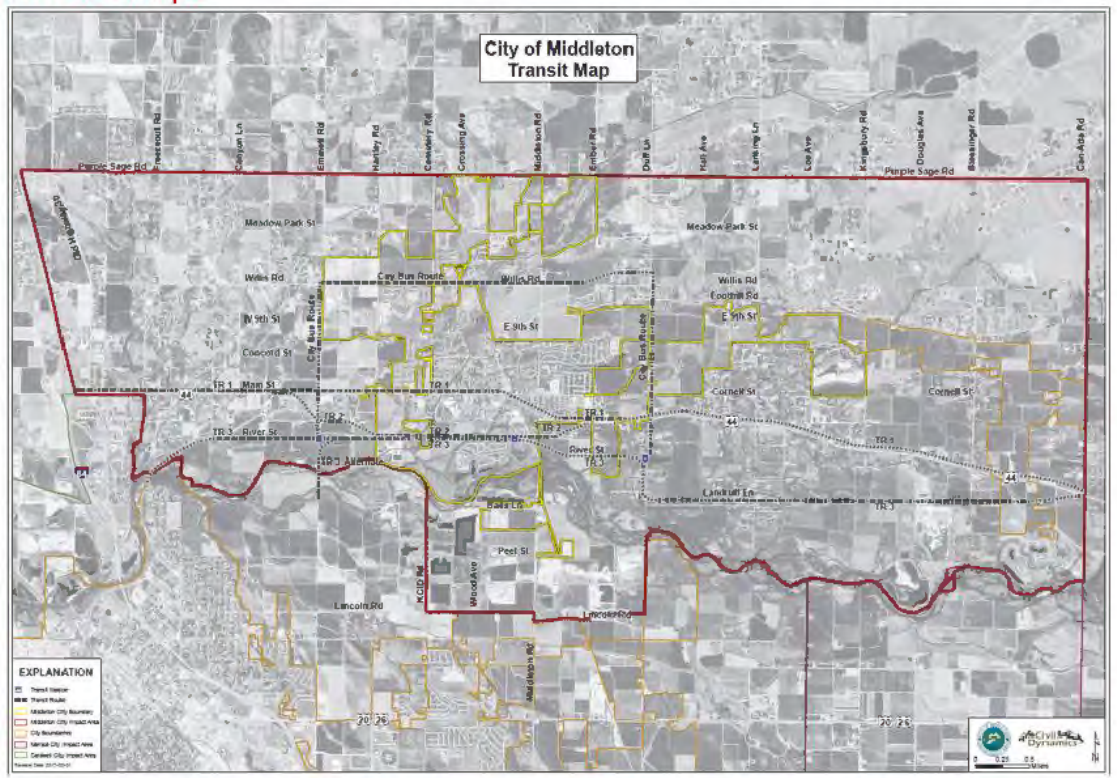
Proposed Map



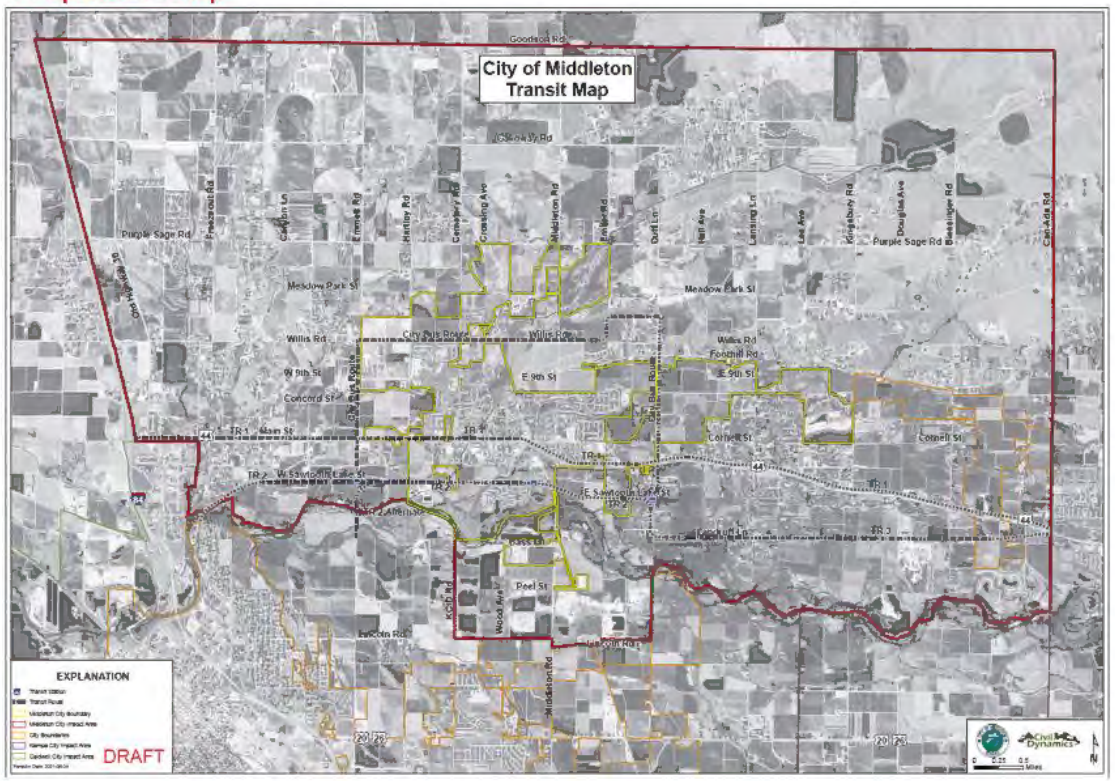
TRANSIT MAP

This map shows future planned transit routes and location of public transportation stations. Proposed changes include (1) expansion of Area of Impact boundary, (2) removal of Hwy 44 Alternate Route, and (3) revision to City limits.

Current Map



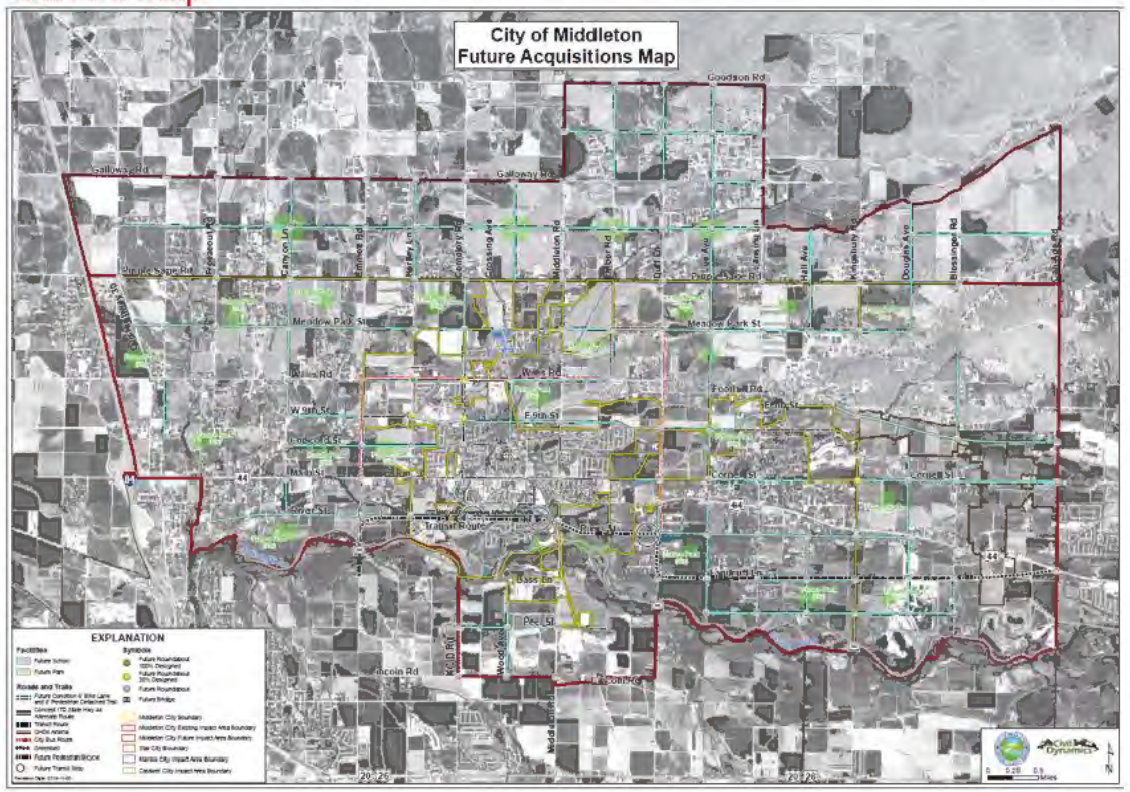
Proposed Map



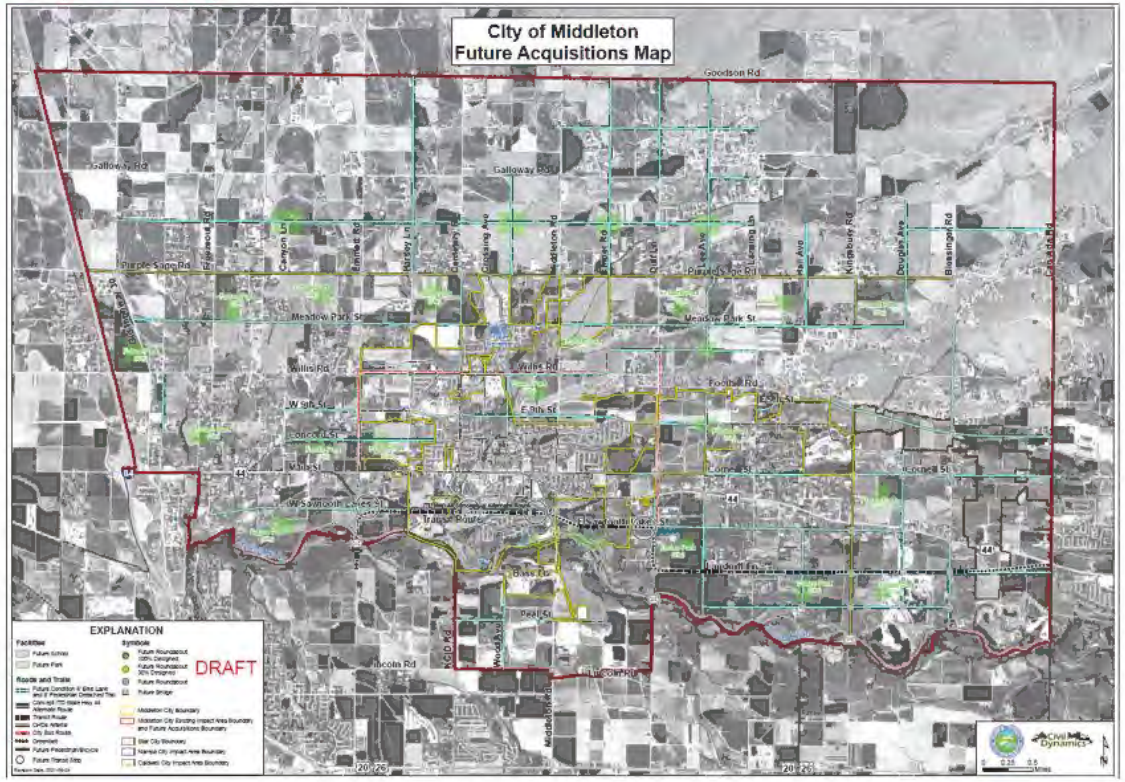
FUTURE ACQUISITIONS MAP

This Map is used to show land that a public agency “may” require within the next 20 years for such things as schools, roadways, utilities, parks or other public facilities. Proposed changes are (1) expansion of Area of Impact, (2) revision to City limits, and (3) removal of the Hwy 44 Alternate Route

Current Map

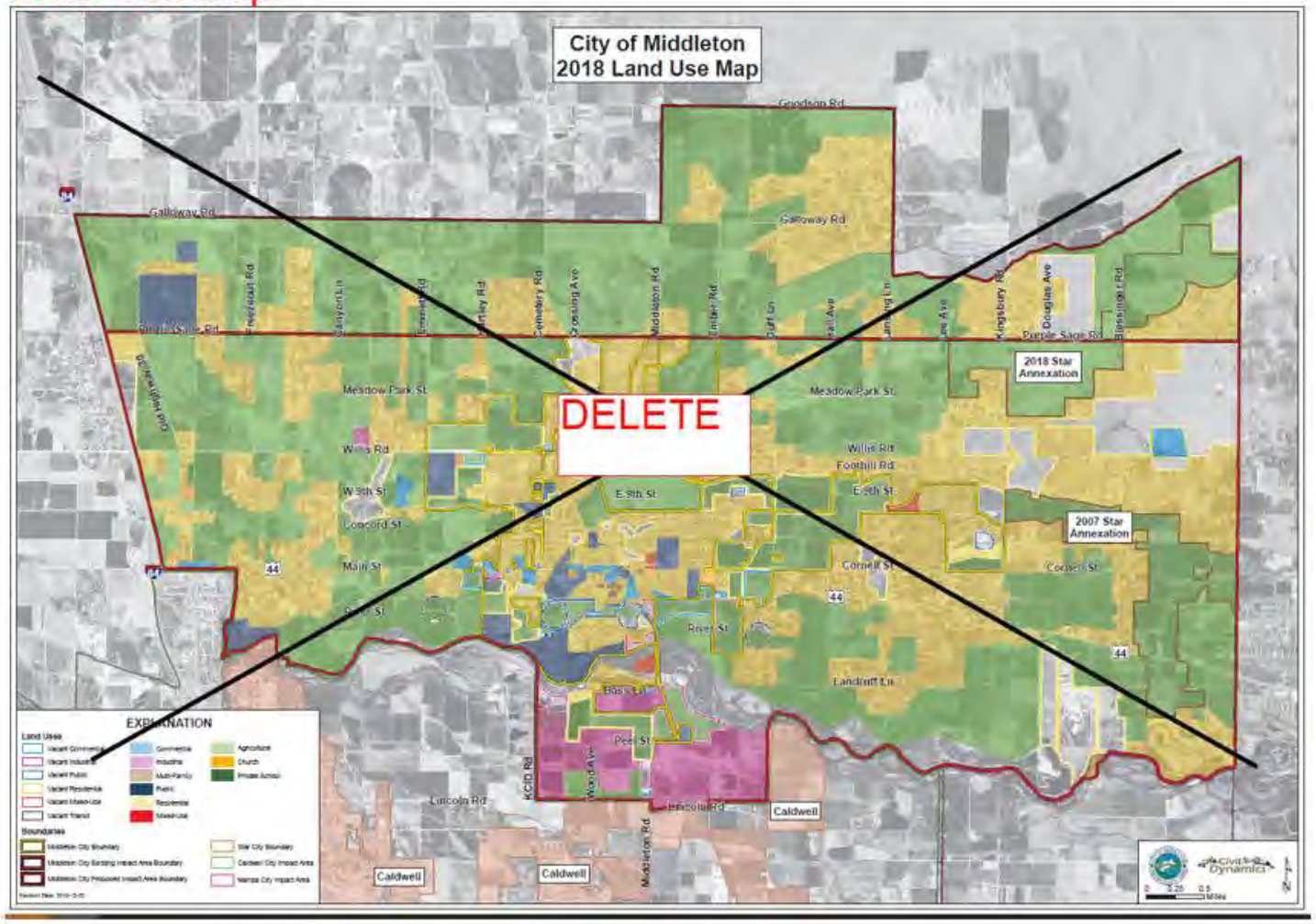


Proposed Map



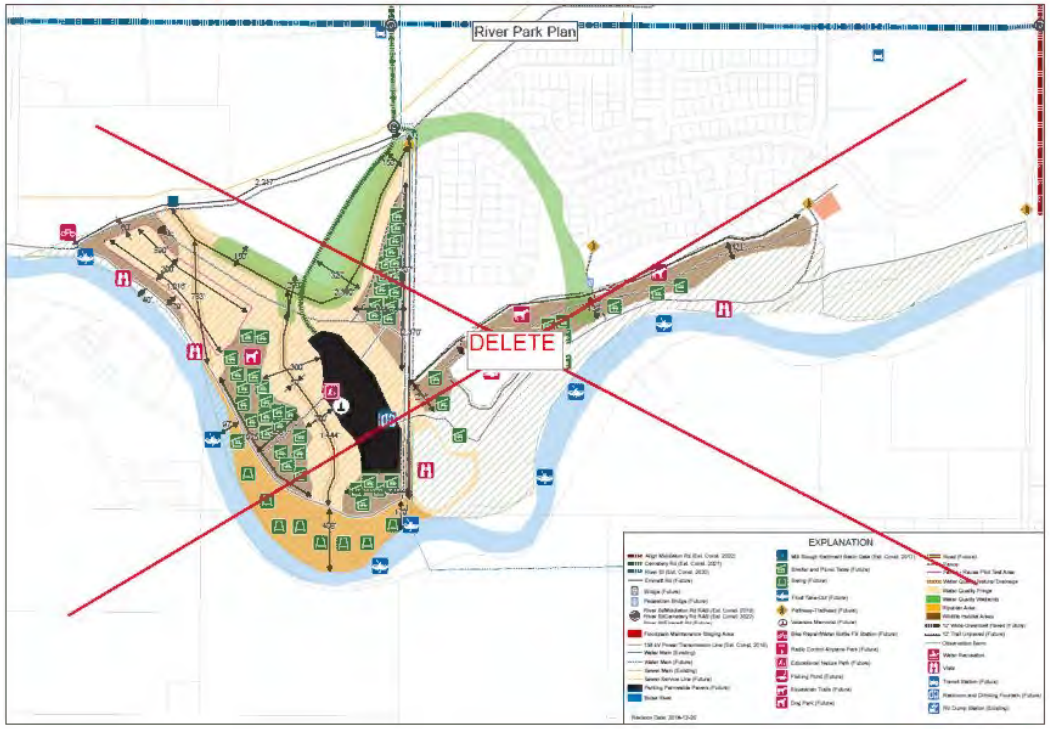
MAPS TO BE DELETED:

2018 Land Use Map



Crane Park Map

River Park Map



Comprehensive Plan: In order to expand the Area of Impact, City Council must consider the following factors pursuant to MCC 1-14-7: (1) trade area, (2) geographical factors, and (3) areas that are reasonably expected to be annexed in the future.

Planning Staff finds that the revisions to the Impact Area Map incorporate these considerations. The boundaries are extended north, and that is the direction of recent growth. It is reasonably expected that the property in the extended boundary will be annexed in the future.

Additionally, in order for the Council to approve the Comprehensive Plan Map Amendments, the Council must find that the requested revisions are consistent with the 2019 Comprehensive Plan and its "Goals, Objectives, and Strategies."

Planning Staff finds that the proposed Map amendments are in harmony with the Comprehensive Plan as follows:

a. *Goal 3: The Maps show safe vehicle and pedestrian travel routes that interconnect roads, bike lanes, sidewalks and pathways.*
b. *Goal 4: The Maps (1) show commercial development near Hwy 44 and major intersections, (2) show a design that provides a buffer between residential and commercial/industrial uses, and (3) encourage commercial uses, recreational uses, and mixed uses.*
c. *Goal 8: The Maps establish new commercial areas without detracting from existing commercial areas and establish new recreational areas.*
d. *Goal 10 and 16: The Maps (1) show parks and open space aggregated in large open areas rather than dispersed in smaller sections and (2) show public pathways that create a scenic and usable waterfront on the north side of the Boise River.*
e. *Goal 22: The Maps establish interesting gathering places that encourage walkability and promote good health and positive social interaction.*

Comments Received from Public: Email from Spencer Kofoed dated 7/12/21 in favor of amending the Comp Plan maps. Letter dated 8/4/21 from Marci Higgison objecting to the Comp Plan map amendments. (Comment letters are attached as Exhibit H.)

Comments from Agencies: Canyon Highway District #4 submitted comments on May 14, 2021 and July 8, 2021. CHD4 recommended a number of technical changes and requested that the Functional Classification Map be changed to match CHD4's Functional Classification Map. They also noted the adverse consequences that could occur as a result of removing the Highway 44 alternate route.

We also received a July 7, 2021, comment from Mayor Trevor Chadwick of the City of Star. Mayor Chadwick indicated his opposition to removing the alternate Hwy 44 bypass from the Comp. Plan Maps. He asserts that the elimination of the bypass will create an adverse traffic impact on the surrounding community. A planner for the City of Star, Shawn Nickels, submitted a comment on 7/12/2021 objecting to the Comp Plan Map Amendments because the changes conflict with Star's Future Land Use Map.

COMPASS submitted a 7/12/2021 objection letter noting the adverse consequences of removing the Hwy 44 alternate bypass.
Jerome Mapp, Planning Director for Caldwell, submitted a 7/9/2021 comment indicating that Caldwell did not object to the Area of Impact boundary expansion.

Notices:	Newspaper Notification	08/29/2021
	Circulation to Agencies	08/31/2021

Applicable Codes and Standards: Idaho State Statue Title 67, Sections 6508, 6509, 6517, 6525, and 6526 and Middleton City Code 1-14, 1-15, 1-16, 5-1, 5-3, and 5-4.

Recommendation from Planning & Zoning Commission: The P&Z Commission considered the City's request to amend the nine Maps under review on August 9, 2021. The Commission recommended that the City Council approve the proposed amendments to the Maps with the condition that the State Hwy 44 Alternative Route conceptually shown on the maps should remain on the maps.

Staff's Conclusions and Recommended Conditions of Approval: Staff's Findings of Facts are noted above in parentheses and in the Staff Report for this hearing. As to Conclusions of Law, *Planning Staff finds that City Council has the authority to hear these requests in order that they may be denied or approved and that the public notice requirements were met. Furthermore, Planning Staff finds that the above noted Findings of Facts are in compliance with Idaho State law and Middleton City Code.* If Council agrees with Staff's stated Findings of Facts and Conclusions of Law, Council may move to accept those Findings of Facts and Conclusions of Law and, based upon that acceptance, move to accept or deny the requests.

One last issue: approving the changes to the nine Comprehensive Plan maps will not automatically give the City the authority to publish the maps and use them as a guide for future planning. We cannot amend our Area of Impact boundary unless Canyon County agrees to our revised boundary. Per Canyon County Title 9, Article 9, the City must apply to Canyon County to revise the area of impact boundary, and if the County agrees with our proposed boundary, they can approve the application and make the same change on their Comprehensive Plan Maps. At that point in time, we can put our changes into effect.

Therefore, if the Council is inclined to approve any, or all, of the Maps under review, the approval must be subject to the condition that the changes are also approved by Canyon County at a later date.

EXHIBIT “F”

Middleton Alternate Route Historical Timeline

A plan is formed between ITD, COMPASS and the City of Middleton to solve traffic congestion on State Highway 44 by creating an alternate route around Middleton.

1999

City of Middleton begins advocacy for an improved Highway 44 corridor. Four public meetings were held showing a northern route; modifying and widening the existing highway; and a southern loop. Public voted 35:1 for the southern route

2000

City submits report to COMPASS to memorialize the work and decision.

2001

City Amends the Comprehensive plan adopting the proposed alignment.

Follow-up meetings were held with ITD to assess adopted alignment potential "fatal flaws" and none were indicated.

2002

City requests alternate route be included on State Transportation Improvement program (STIP) to help with funding.

After 2 years of the city requesting funding, the State (ITD) comments it is going to consider a larger corridor study and assured the city their input would be used.

2002

2002 City begins significant action to curtail development in the selected alignment. Works with developers to set aside the needed right of way.

Middleton Alternate Route Historical Timeline

2007 – little progress and commitment from ITD to fund/move alternate route forward; city comment and involvement not important to ITD. Excerpts from a letter from Mayor Frank McKeever to Dave Jones ITD District Engineer.

"After a number of verbal promises to aid and involve the City in areas so vital to our economic health, it appears that none of the persons that have met with the City and listened to our concerns and efforts are not substantially associated with guiding the corridor effort."

"It would appear that a record of diligence and consistent work, not to mention having to deal with tough questions from the developers and landowners along the path of the alternate route adopted in the Comprehensive Plan has not earned the City the consideration of being included the state planning process."

"Frankly, it is the city's impression that there is no one currently involved in the current planning that even knows where Middleton is let alone understands what issues are vital to the City."

"I am requesting the highway 44 study be given top priority. "

"The timing and outcome of this study is of vital interest to the future of Middleton."

Middleton Alternate Route Historical Timeline

July 7, 2010 Minutes – Funding re-prioritized; environmental still not complete

City Engineer and staff report on a presentation they gave to ITD showing how the City in the last seven years had worked with developers to preserve the right-of-way for the alternate route.

Staff report that the environment assessment needs to be completed so that ITD can begin to purchase right-of-way that has been set aside for years. Some right-of-way will begin to sunset in 2013.

"The city has done all it can at this point"

Mayor Thurber reported that she attended a COMPASS meeting to discuss funding with ITD (Dave Jones) who came late and left before the item was called. When the item was called it was reported that "the money was gone all of a sudden".

"Idaho Transportation Department does not work well with cities when planning and building state highways, they ignore local priorities and sense of community."

".....the money that had been set aside for acquisition for our project (Alternate Route) has been swept into other projects because the environmental has taken so long to get through."

Middleton Alternate Route Historical Timeline

2021 – Twenty years later – access blocked; economic viability overlooked

Environmental Assessment still not complete. Is it speculated to be completed in 2023

ITD cannot make ANY financial commitment until the environmental assessment is completed. Yet ITD is requiring developers to set aside the right of way.

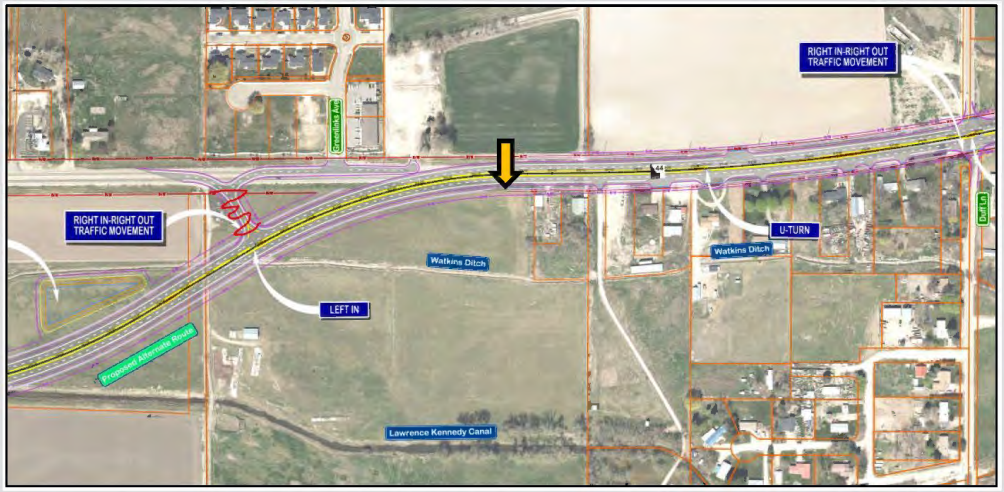
Alternate route is still 10-15+ years away.

In a meeting on December 10, 2020 city staff and ITD were reviewing a traffic study for a developer that required an access near the entrance of the proposed alternate route.

The proposed plat had a band of commercial development located along the existing SH44. This was exciting to the city as commercial development is needed. And the city was aware that the plat that would develop to the west had additional commercial planned. Both plats together totaled approximately 23 acres of commercial! That's good for Middleton

During that meeting ITD staff indicated that no access would be allowed; that the development would need to re-circulate their traffic down Duff Lane. The city commented that the commercial property proposed would never develop because access would be a problem. ITD assured the city the commercial customers would "find their way to the commercial area" and it wouldn't be a problem. City staff disagreed. Mayor Rule disagreed.

During that same meeting ITD removed the "limited access" ribbon road and BLOCKED the east entrance into Middleton FORCING traffic onto the expressway..



Middleton - How Many More Decades Do You Want To Repeat This Cycle

- Environmental Assessment (EA) is still not complete – speculated to be complete **2023**
- Planning/Design – two to four years away; speculated to be completed **2027**
  - The current 2019 design is conceptual only – which means it can change at the will of ITD. Which means what you see today may not be the final design. Today the 2019 concept shows "limited access". That limited access is not guaranteed to stay.
  - Historically Middleton's best interests economic viability and community development are not at the front of ITD's design criteria. ITD designs to IDAPA specifications, which limits access, limits the city's ability to influence the design.
- Project and ROW funding– two to four years IF ITD doesn't prioritize other projects; **2031-2035**
  - ITD current priorities in this area are HWY 16 and then Exit 25 exchange
- Construction – 2 years; **2032-2037**

The Middleton Alternate Route "Expressway" is 10-15+ years away!

What's Important To Middleton Residents? Reduce traffic congestion on SH44 and add traffic control at key intersections

- The city has proposed a five-year traffic capital improvement plan that will add four traffic lights to SH44 at Hartley, N. Middleton Road, S. Cemetery Road, and Duff; additionally, it will install a two lane round about at Sawtooth Lake Drive and Middleton Road, and complete the realignment of Middleton Road. These capital improvements total approximately 13 million dollars and are anticipated to be funded 50% by traffic impact fees and 50% property tax.

- The city is working with developers to construct the 9th Street local collector.

- The biggest contributor to traffic on the State Highway is at the Middle School during drop-off and pick-up. The city will be working with a traffic engineer to create a drop-off loop off on S. Cemetery Road close to the bridge access to the Middle School. This new loop would remove the morning and early afternoon congestion from SH44.

- Middleton residents love the small-town feel it's the number one quality the do not want to go away. Nothing distracts from small town feel like traffic congestion!

What's Important To Middleton Residents? Economic Development - commercial corridor – recreation, sense of place

- Currently the City of Middleton is 95% residential and 5% commercial. A healthy well designed city is 80% residential and 20% commercial/industrial. Residential development is here, the city needs to preserve a commercial corridor now or Middleton will be a bedroom community to Nampa and Caldwell.
- Developing a commercial corridor is critical to the long-term financial health of the City. Added commercial tax dollars will help fund schools, police, city infrastructure etc.
- 95% of Middleton residents leave Middleton to go to work adding to the traffic congestion throughout the valley; commercial and industrial development will bring jobs to Middleton residents.
- Middleton residents love the small-town feel. The Middleton River Walk concept encourages economic development, will establish the commercial corridor, provides a community gathering spot for recreation, retail, shopping, and events.

What’s next…….

Middleton residents have waited 20 years for an alternate route. Middleton is NOT A PRIORITY to Idaho Transportation Department.

Traffic on the State Highway through Middleton is unbearable for Middleton residents. ITD’s only plan is the alternate route and its ten-fifteen year away.

ITD has not offered to help fund the much-needed traffic improvements on their current State Highway stating the north/south connections and the Middleton Residents are the problem, the state highway functions fine.

ITD has said that if the alternate route is removed, they will have no other alternative that to destroy the existing downtown with a widening project. Simply not true.

The proposed alternate route is not environmentally cleared, not designed, not funded and has been put on the back burner for 20 years.

The City and the Residents of Middleton request that ITD find a different way

around Middleton – NOT through Middleton.

EXHIBIT “G”

Future Idaho Highway 44 in Middleton

Presenters

Matt Stoll

COMPASS Executive Director

Chris Hopper

CHD4 District Engineer

Caleb Lakey

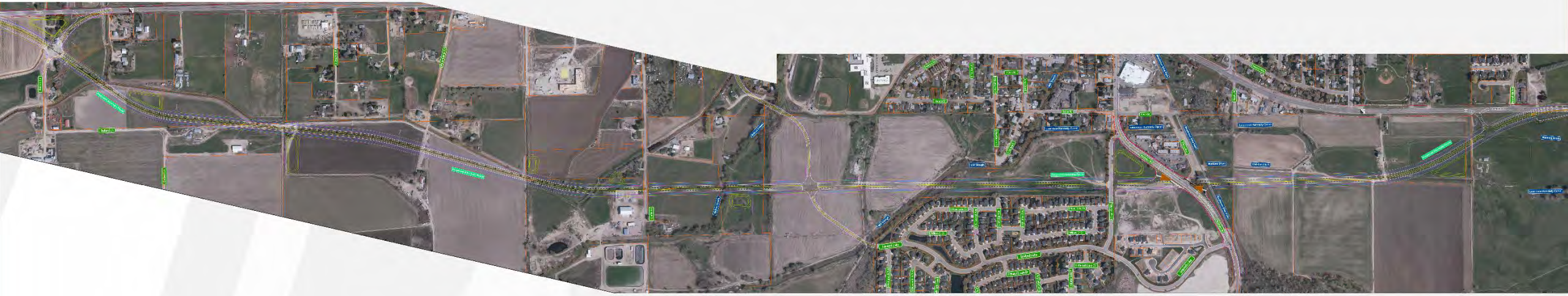
ITD District 3 Administrator

September 15, 2021
Middleton City Council Meeting

State Highway Perspective

Caleb Lakey
ITD District 3 Administrator

2021 Updated Alternate Concept Map



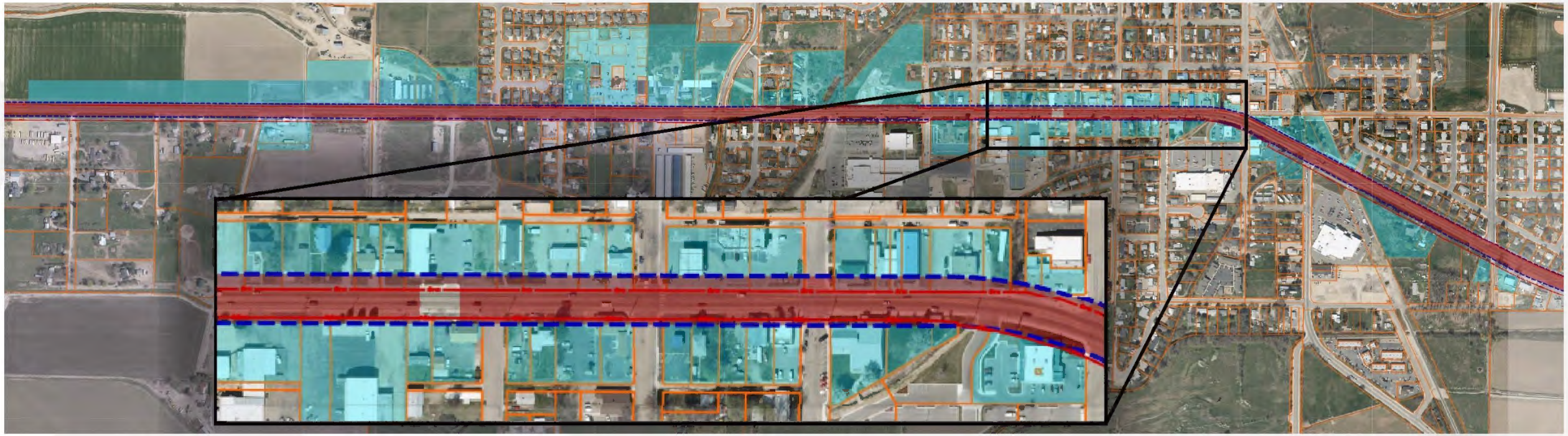
Detail handouts available

South Route Alternative

ROW	Impacted Parcels	Access Points
150’	17 (2 structural) 4 City-owned	5

Widen Existing Route

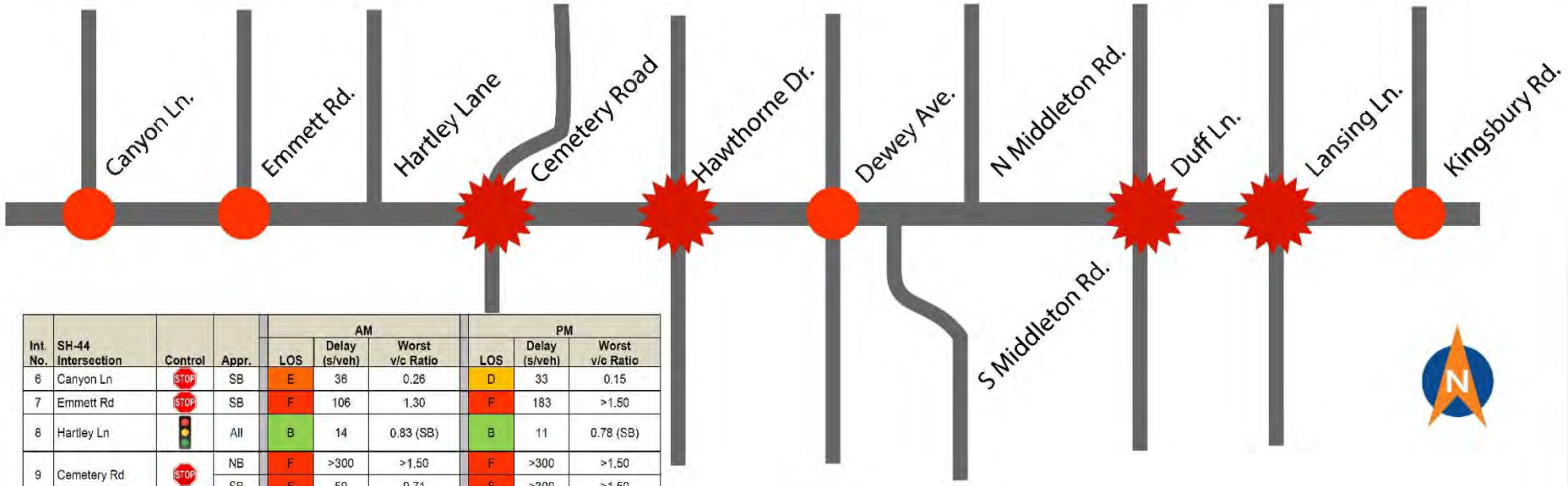
5-lane ROW	Impacted Parcels	Access Points
100’	76 significant* 60% Commercial	~135

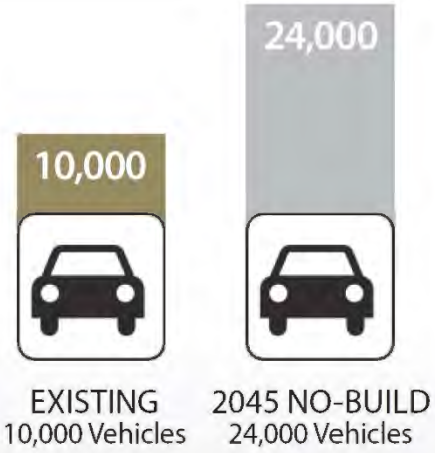


*Staff only counted likely significantly impacted parcels, in blue

Middleton Mobility

2045 No-Build Traffic Projection



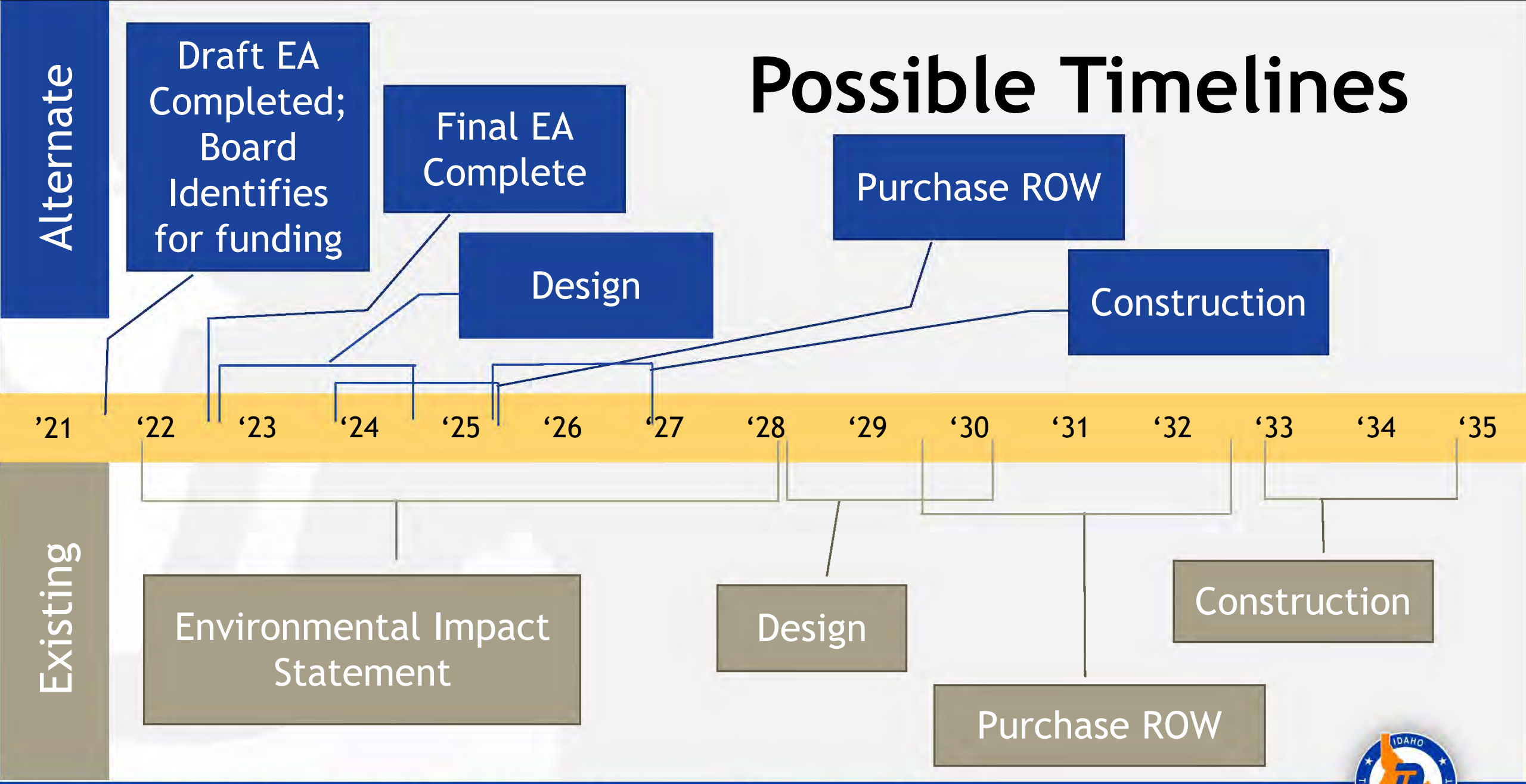


Int. No.	SH-44 Intersection	Control	Appr.	AM LOS	AM Delay (s/veh)	AM Worst v/c Ratio	PM LOS	PM Delay (s/veh)	PM Worst v/c Ratio
6	Canyon Ln	STOP	SB	E	36	0.26	D	33	0.15
7	Emmett Rd	STOP	SB	F	106	1.30	F	183	>1.50
8	Hartley Ln		All	B	14	0.83 (SB)	B	11	0.78 (SB)
9	Cemetery Rd	STOP	NB	F	>300	>1.50	F	>300	>1.50
			SB	F	59	0.71	F	>300	>1.50
10	Hawthorne Dr	STOP	NB	F	79	0.90	F	>300	>1.50
			SB	E	44	0.51	F	290	1.24
11	Dewey Ave	STOP	NB	C	22	0.03	D	34	0.19
			SB	C	21	0.13	E	36	0.14
12	S. Middleton Rd	STOP	NB	C	17	0.04	C	22	0.15
13	N. Middleton Rd		All	B	18	0.75 (EBT)	C	22	0.78 (WBT)
14	Duff Ln	STOP	NB	F	153	0.83	F	230	0.88
			SB	F	>300	>1.50	F	>300	>1.50
15	Lansing Ln	STOP	NB	F	63	0.46	F	247	0.77
			SB	F	>300	>1.50	F	>300	>1.50
16	Kingsbury Rd	STOP	SB	E	39	0.39	F	83	0.57

= LOCAL ROAD DELAY GREATER THAN FIVE MINUTES

= LOCAL ROAD DELAY EXCEEDS ACCEPTABLE LEVELS

Possible Timelines



Local Road Jurisdiction Perspective

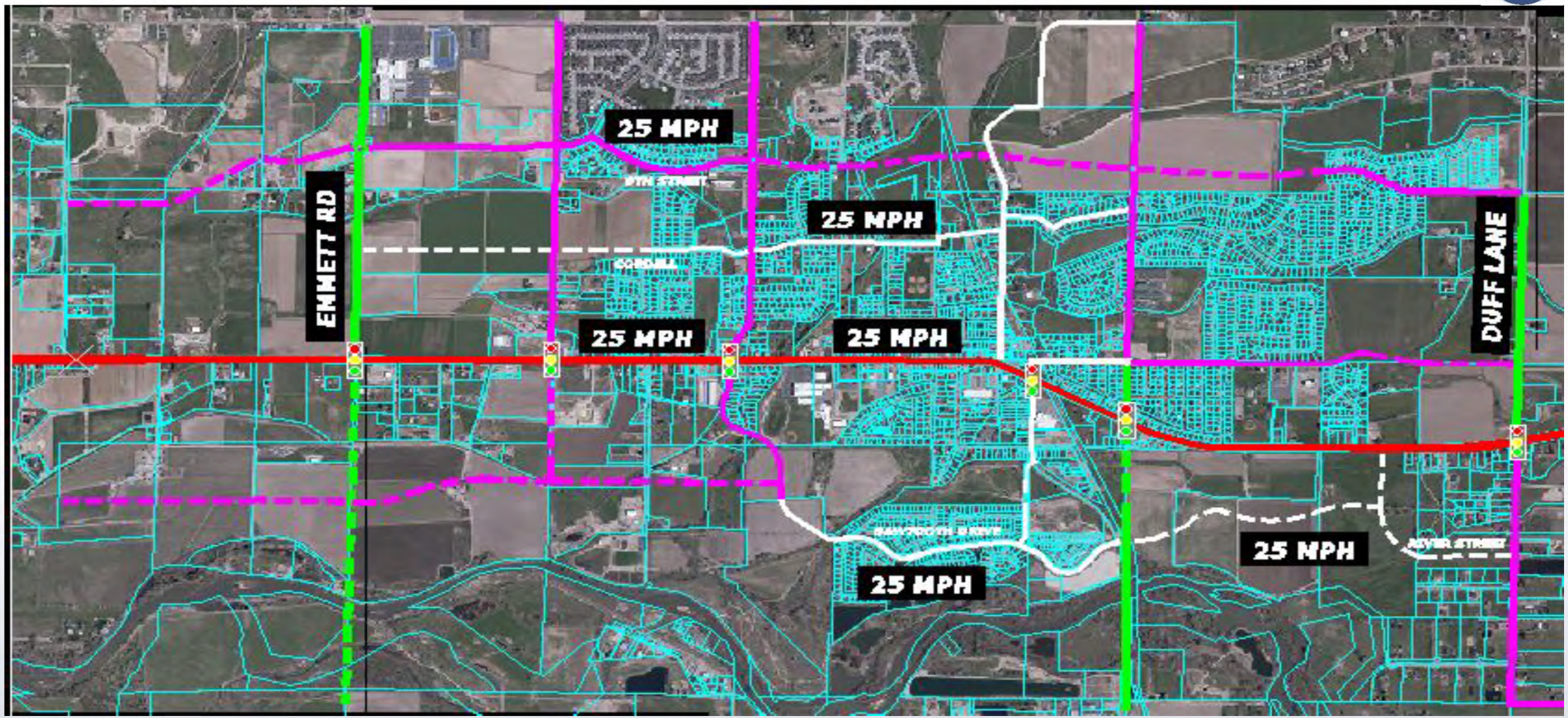
Canyon Highway District No. 4

Chris Hopper, P.E. District Engineer

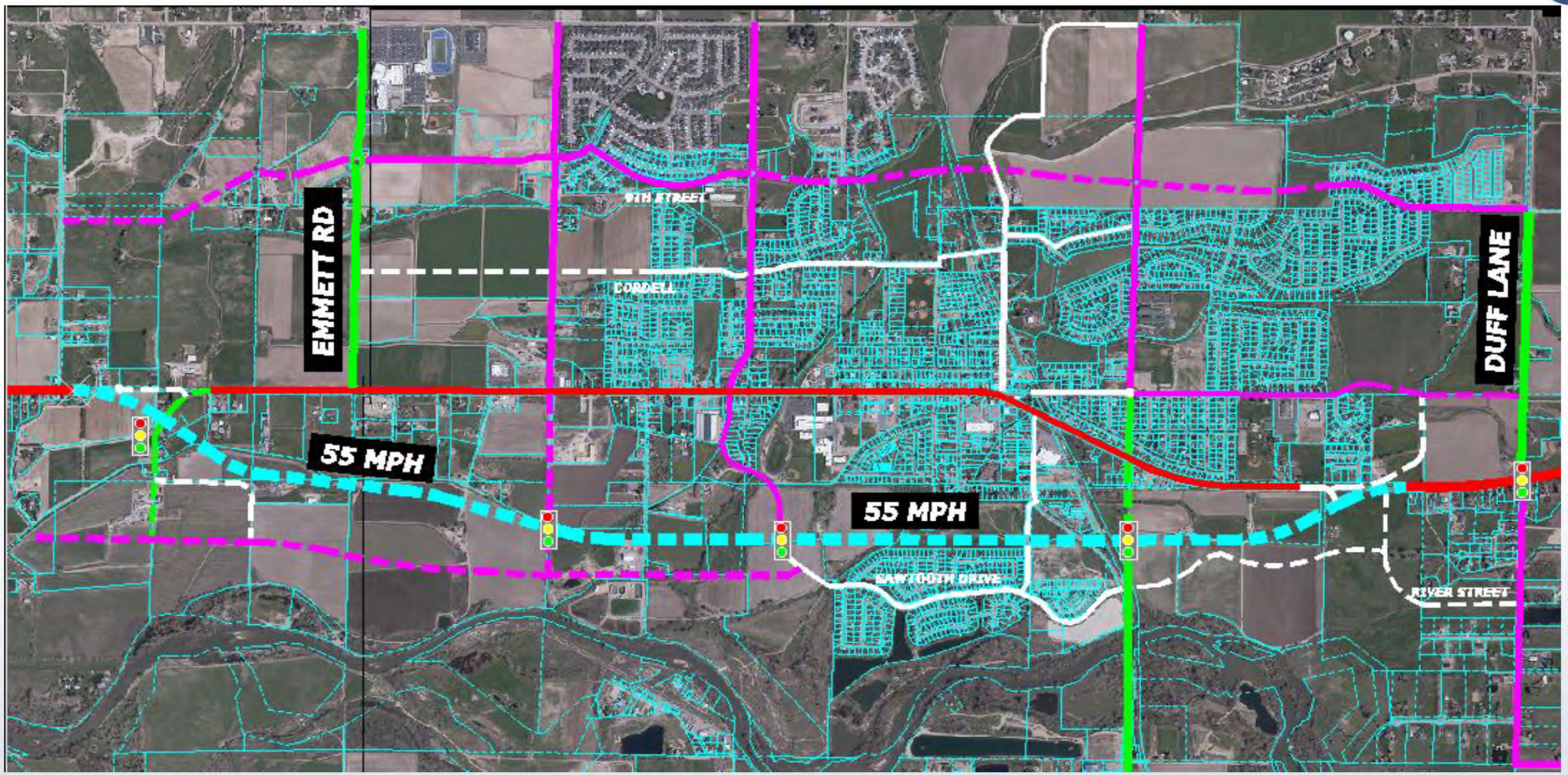
Principal Concerns Heard About the Alternate Route:

- **ITD Eliminating Access to Existing Hwy 44**
- **Nothing has been done for 20 years**

Existing Corridor Access



Alternate Route Corridor Access



COMPARISON

	Existing Hwy 44 (Future 5 Lanes)	Alternate Route
Signalized Intersections	6	5
Intersection Spacing	0.5-0.75 Miles	0.75-1.0 Miles
Design / Operating Speed	25 MPH / 20 MPH	55 MPH / 50 MPH
Travel Distance	3.78 miles	3.54 miles
Travel Time	11 minutes	4 minutes
Capacity	25,600 vpd	62,700 vpd

Projected 2045 Daily Volume on Hwy 44: 30,300 vpd at Emmett Rd

WHY IS THIS TAKING SO LONG?

- **“It’s been 20 years and they’re still planning…..”**
- **“It will be another 20 years until anything happens…..”**

Why So Long?

- **State Highway $$$ are focused on current needs:**
  - **Immediate Safety Concerns (eg; SH 55/Karcher Rd signals)**
  - **Current Congestion Issues (eg; Interstate 84, US 20/26 Chinden Blvd)**
  - **Maintenance Needs (Regular pavement and bridge work)**
  - **Garvee Projects (eg; SH 16 Corridor)**

Until 2018 and the current development boom, SH 44 in the Middleton area didn't meet any of those funding needs:

- **Congestion**
- **Safety**
- **Maintenance work was regularly done**

2021: Hwy 44 Corridor now at the top of the Current Regional Funding Priority List

- **Priority #1** ~~**Interstate 84**~~ ***Funded***
- **Priority #2** ~~**US 20/26 Chinden West**~~ ***Funded***
- **Priority #3** **Hwy 44: I-84 to SH 16 (Authorized for TECM)**
- **Priority #4** ~~**SH 55: Middleton to Pear Ln**~~ ***Funded***
- **Priority #5** ~~**SH 16: Chinden to I-84**~~ ***Funded***

Things are about to start happening for SH 44….

- **Funding Source Identified by ITD Board (Transportation Efficiency and Congestion Management Funding – TECM)**
- **Environmental Study ready for final submittal**

Eliminating the Alternate Route from consideration…..

- **Restarts the entire Environmental Process…. At least 8 additional years**
- **At 12% Annual Growth, traffic will DOUBLE EVERY 6 YEARS**

Metropolitan Planning Perspective

Matt Stoll, Executive Director,
Community Planning Association of Southwest Idaho (COMPASS)

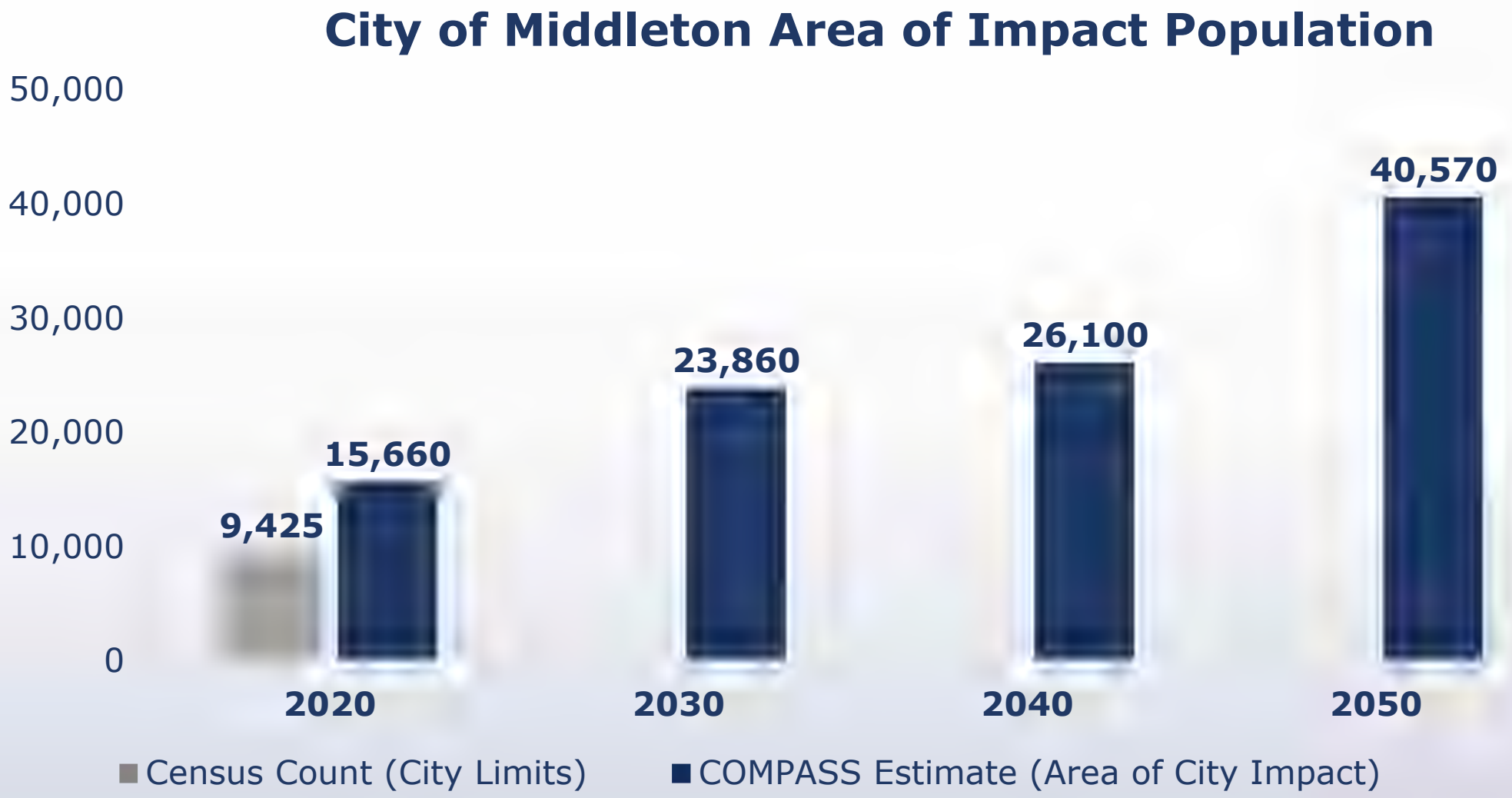
COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

COMPASS is…

…the forum for regional collaboration in southwest Idaho that helps maintain a healthy and economically vibrant region, offering people choices in how and where they live, work, play, and travel.

Photo by Mike Thueson

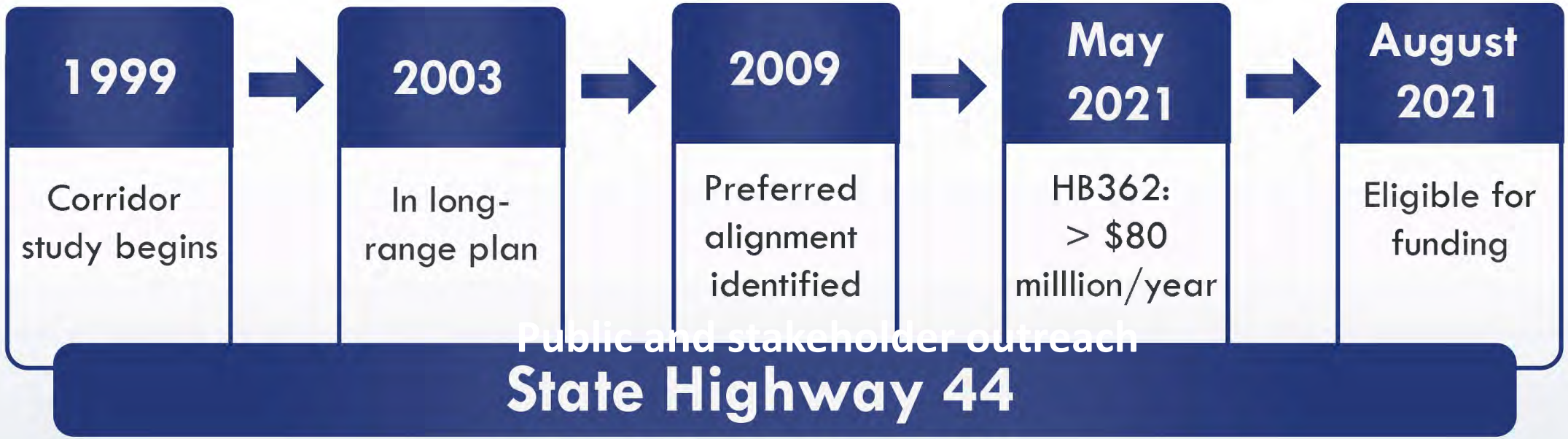
Middleton is Growing



State Highway 44 Planning

- **Only** east/west highway linking Canyon and Ada Counties north of the Boise River
- Significant public and stakeholder **outreach**
- Strong community, business, and city **support** for bypass
- In long-range transportation plan since **2003**
- **18+ years** of transportation and land use decisions made assuming a bypass

State Highway 44 History

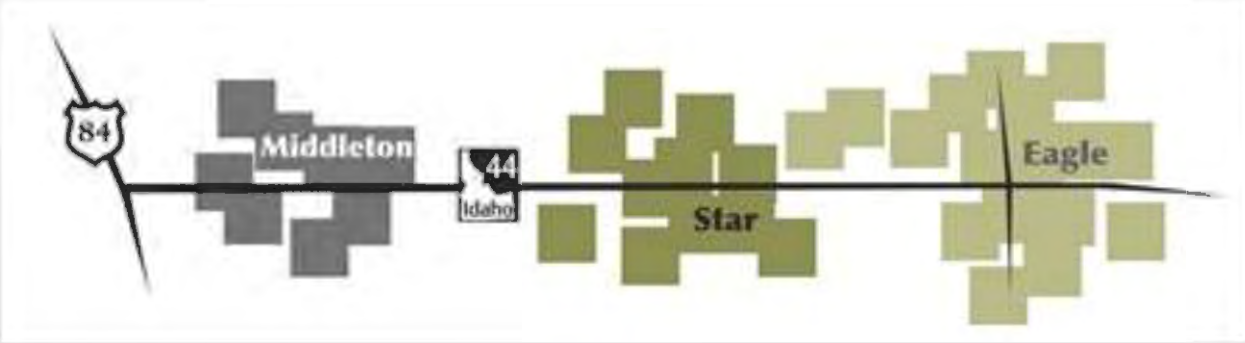


COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

A Tale of Two Corridors

Benefits

- Serves Middleton's rapidly growing population
- Removes highway traffic from downtown Middleton
  - Safer for pedestrians, including school children
  - More efficient and safer for all users
- Allows other improvements for State Highway 44 to move forward as planned
- Takes advantage of significant new funding source, that may not be available later



Questions and Response

Julie DeLorenzo, District 3 Board Member

Dan McElhinney, Chief Operations Officer

Caleb Lakey, District 3 Administrator

Matt Stoll, Executive Director

Jay Gibbons, Sub-district 1 Commissioner

Chris Hopper, District Engineer

EXHIBIT “H”

Comprehensive Plan Map Amendments

CLARK WARDLE

Issues For Consideration

- What is the authority of Middleton in making this decision?
- Why is the proposed design of the SH-44 Alternate Route problematic?
- What impact will SH-44 Alternate Route, if constructed, actually have on Middleton, and what is the impact if it is not built?

CLARK WARDLE

Land Use Authority

Idaho Code Section 67-6503

Local Land Use Planning Act authorizes "[e]very city and county" to "exercise the powers conferred by this chapter."

CLARK WARDLE

Land Use Authority

Idaho Code Section 67-6508

Specifies plan components that are required "unless the plan specifies reason why a particular component is unneeded."

CLARK WARDLE

Land Use Authority

Idaho Code Section 67-6508

Transportation Element is as Follows

(i) Transportation — An analysis, prepared in coordination with the local jurisdiction(s) having authority over the public highways and streets, showing the general locations and widths of a system of major traffic thoroughfares and other traffic ways, and of streets and the recommended treatment thereof. This component may also make recommendations on building line setbacks, control of access, street naming and numbering, and a proposed system of public or other transit lines and related facilities including rights-of-way, terminals, future corridors, viaducts and grade separations. The component may also include port, harbor and other related transportation facilities.

CLARK WARDLE

Land Use Authority

KMST, LLC v. County of Ada, 138 Idaho 577 (2003)

when **KMST** deeded it to the **ACHD**. The **ACHD** had no final authority to approve or reject **KMST's** proposed development. That authority was vested in the Ada County Commissioners under the Local Land Use Planning Act, Idaho Code §§ 67–6501 *et seq.* (2001). Although the Ada County Commissioners could certainly require approval of other governmental entities regarding the proposed development, including the **ACHD**, the Commissioners had the final authority to approve or reject **KMST's** proposed development and to decide what conditions, if any, to impose when granting approval. In fact, **KMST's**

CLARK WARDLE

Land Use Authority

KMST, LLC v. County of Ada, 138 Idaho 577 (2003)

Transportation Authorities have "no final authority to approve or reject . . . proposed development"
Id., at 582

CLARK WARDLE

Why Design Is Problematic

"SH-44 is classified as **a Statewide Route**, which designates a minimum traffic signal spacing of one mile in rural/transitional areas and **one-half mile in urbanized areas**". Corridor Study, p.1

CLARK WARDLE

Why Design Is Problematic

SH-44 Alternate Route will be a "3.1-mile long section of **future multi-lane roadway that will have an Expressway IDAPA classification** with access limited to locations specified by ITD. **Full access roundabouts** are identified at Emmett Road, Cemetery Road and Middleton Road, which will also provide U-turns for the RIRO public street at Crane Creek Way. **All rights of access at other locations will be eliminated.** Section 2 was modeled as a roundabout corridor with roundabouts at Emmett Road, Cemetery Road and Middleton Road, and RIRO access at Crane Creek Way. The **east and west SH-44 Alternate Route termini intersections were modeled as RCUT intersections**." Corridor Study, p. 20

CLARK WARDLE

Why Design Is Problematic

IDAPA 39.03.42.400.03.c, Table 1, Demonstrates Why This Is Problematic

TABLE 1 – ACCESS SPACING*						
HIGHWAY TYPE	AREA TYPE	Signalized Road Spacing	Public Road Spacing (A)	Driveway Distance Upstream From Public Road Intersection (B)	Driveway Distance Downstream From Unsignalized Public Road Intersection (C)	Distance Between Unsignalized Accesses Other Than Public Roads (D)
Freeway	All	Accessible only by interchanges (ramps).				
Expressway	All	Accessible only at locations specified by the Department.				
Statewide Route	Rural	5,280 ft	5,280 ft	1,000 ft	650 ft	650 ft
	Transitional	5,280 ft	2,640 ft	760 ft	500 ft	500 ft
	Urban >35 mph	2,640 ft	1,320 ft	790 ft	500 ft	500 ft
	Urban ≤35 mph	2,640 ft	1,320 ft	790 ft	250 ft**	250 ft**

CLARK WARDLE

What is Impact

a. SH-44 Alternate Route will not materially improve traffic flow in Middleton or on the Highway.

b. SH-44 Alternate Route is not consistent with either the SH-44 Eagle Alternate Route or the US-95 Council Alternate Route

CLARK WARDLE

What is Impact

Table 4-2. Existing, No-Build and Build/Build Needs intersection control – Canyon County

Int. No.	SH-44 Intersection	2018 Existing	2045 No-Build	2045 Build / Build Needs
100	SH-44 Alt. Route (West) / Main St	n/a	n/a	RCUT
101	Emmett Rd / SH-44 Alt. Route	n/a	n/a	
102	Cemetery Rd / SH-44 Alt. Route	n/a	n/a	
103	Crane Creek Wy / SH-44 Alt. Route	n/a	n/a	RIRO
104	N. Middleton Rd / SH-44 Alt. Route	n/a	n/a	
105	SH-44 Alt. Route (East) / Main St	n/a	n/a	RCUT
7	Emmett Rd / Main St in Middleton			n/a
8	Hartley Ln / Main St in Middleton		*	n/a
9	Cemetery Rd / Main St in Middleton			n/a
10	Hawthorne Dr / Main St in Middleton			n/a
11	Dewey Ave / Main St in Middleton			n/a
12	S. Middleton Rd / Main St in Middleton			n/a
13	N. Middleton Rd / Main St in Middleton		*	n/a
14	Duff Ln			RCUT
15	Lansing Ln			RCUT
16	Kingsbury Rd			
17	Blessinger Rd			RCUT
18	Can Ada Rd			RCUT

CLARK WARDLE

What is Impact

Table 5-1. 2018 existing intersection operations – Canyon County

Int. No.	SH-44 Intersection	Control	Appr.	AM LOS	AM Delay (s/veh)	AM Worst v/c Ratio	PM LOS	PM Delay (s/veh)	PM Worst v/c Ratio
7	Emmett Rd	STOP	SB	F	74	1.03	C	17	0.22
8	Hartley Ln	STOP	SB	E	47	0.76	D	32	0.48
9	Cemetery Rd	STOP	NB	C	22	0.01	A	0	0.00
			SB	F	108	1.18	D	33	0.47
10	Hawthorne Dr	STOP	NB	D	25	0.12	C	23	0.15
			SB	F	52	0.57	F	51	0.54
11	Dewey Ave	STOP	NB	C	25	0.04	D	25	0.11
			SB	D	27	0.23	D	28	0.21
12	S. Middleton Rd		All	B	17	0.82 (EBTR)	B	18	0.86 (NBL)
13	N. Middleton Rd	STOP	NB	F	53	0.03	F	91	0.09
			SB	C	17	0.49	C	15	0.27
14	Duff Ln	STOP	NB	C	21	0.12	C	24	0.09
			SB	D	30	0.58	C	22	0.29

CLARK WARDLE

What is Impact

Table 5-3. 2045 No-Build intersection operations – Canyon County

Int. No.	SH-44 Intersection	Control	Appr.	AM LOS	AM Delay (s/veh)	AM Worst v/c Ratio	PM LOS	PM Delay (s/veh)	PM Worst v/c Ratio
7	Emmett Rd	STOP	SB	F	106	1.30	F	183	>1.50
8	Hartley Ln		All	B	14	0.83 (SB)	B	11	0.78 (SB)
9	Cemetery Rd	STOP	NB	F	>300	>1.50	F	>300	>1.50
			SB	F	59	0.71	F	>300	>1.50
10	Hawthorne Dr	STOP	NB	F	79	0.90	F	>300	>1.50
			SB	E	44	0.51	F	290	1.24
11	Dewey Ave	STOP	NB	C	22	0.03	D	34	0.19
			SB	C	21	0.13	E	36	0.14
12	S. Middleton Rd	STOP	NB	C	17	0.04	C	22	0.15
13	N. Middleton Rd		All	B	18	0.75 (EBT)	C	22	0.78 (WBT)
14	Duff Ln	STOP	NB	F	153	0.83	F	230	0.88
			SB	F	>300	>1.50	F	>300	>1.50

CLARK WARDLE

What is Impact

Table 5-5. 2045 Build intersection operations – Canyon County

Int. No.	SH-44 Intersection	Control	Appr.	AM LOS	AM Delay (s/veh)	AM Worst v/c Ratio	PM LOS	PM Delay (s/veh)	PM Worst v/c Ratio
100	SH-44 Alt. Route (West) / Main St	STOP RCUT	SB	C	17	0.35	B	15	0.24
101	Emmett Rd / SH-44 Alt. Route		All	A	5	0.37	A	9	0.65
102	Cemetery Rd / SH-44 Alt. Route		All	A	5	0.34	A	6	0.45
103	Crane Creek Wy / SH-44 Alt. Route	STOP RIRO	NB	A	9	0.06	B	14	0.06
			SB	B	13	0.19	B	12	0.17
104	N. Middleton Rd / SH-44 Alt. Route		All	A	9	0.61	B	15	0.74
105	SH-44 Alt. Route (East) / Main St	STOP RCUT	SB	C	20	0.47	C	22	0.47

CLARK WARDLE

What is Impact

Table 5-7. 2018 Existing and 2045 No-Build urban street section LOS and speeds

					2018 Existing PM Peak		2045 No-Build PM Peak	
Dir.	Seg. No.	SH-44 Segment Location	Length, mi	Base FFS, mph	Travel Speed, mph	Urban Street LOS	Travel Speed, mph	Urban Street LOS
EB	2.1	Emmett to Hartley	0.5	55	48	LOS A	30	LOS C
EB	2.2	Hartley to Cemetery	0.5	40	28	LOS B	25	LOS C
EB	2.3	Cemetery to Hawthorne	0.5	25	21	LOS A	20	LOS A
EB	2.4	Hawthorne to N. Middleton	0.5	30	20	LOS B	18	LOS C
EB	3.1	N. Middleton to Duff	1.1	50	48	LOS A	41	LOS A
EB	3.2	Duff to Lansing	1.0	55	52	LOS A	51	LOS A
WB	3.2	Lansing to Duff	1.0	55	52	LOS A	51	LOS A
WB	3.1	Duff to N. Middleton	1.1	50	36	LOS B	29	LOS C
WB	2.4	N. Middleton to Hawthorne	0.5	30	24	LOS A	27	LOS A
WB	2.3	Hawthorne to Cemetery	0.5	25	20	LOS A	20	LOS A
WB	2.2	Cemetery to Hartley	0.5	40	25	LOS C	21	LOS C
WB	2.1	Hartley to Emmett	0.5	55	47	LOS A	47	LOS A

CLARK WARDLE

What is Impact

Table 5-11. 2018 Existing and 2045 No-Build segment travel time and travel speed

					2018 Existing PM Peak		2045 No-Build PM Peak	
Dir.	Seg. No.	SH-44 Segment Location	Length, mi	Avg. Posted Speed, mph	Travel Time, min	Avg. Travel Speed, mph	Travel Time, min	Avg. Travel Speed, mph
EB	1	Old Hwy 30 to Emmett	2.1	55	2.5	52	2.6	49
EB	2	Emmett to N. Middleton	2.0	38	4.6	26	5.3	23
EB	3	N. Middleton to Star	6.1	52	8.1	45	10.1	36
EB	4	Star to SH-16	1.7	40	3.5	29	4.9	21
EB	5	SH-16 to Linder	2.3	55	3.2	44	4.9	28
EB	6	Linder to Eagle	3.1	55	4.5	40	4.4	41
EB		***TOTAL or AVERAGE***	***17.3***	***50***	***26.4***	***41***	***32.2***	***35***
WB	6	Eagle to Linder	3.1	55	4.6	39	45.0	4
WB	5	Linder to SH-16	2.3	55	3.5	40	9.7	15
WB	4	SH-16 to Star	1.7	40	4.2	24	6.0	17
WB	3	Star to N. Middleton	6.1	52	7.9	46	8.7	42
WB	2	N. Middleton to Emmett	2.0	38	4.5	27	4.6	26
WB	1	Emmett to Old Hwy 30	2.1	55	2.5	51	2.9	43
WB		***TOTAL or AVERAGE***	***17.3***	***50***	***27.3***	***40***	***76.9***	***27***

CLARK WARDLE

What is Impact

SH-44 Alternate Route proposed for Middleton is unlike either the SH-44 Eagle Alternate Route or the US-95 Council Alternate Route. As set forth in the Corridor Study, "[t]he **east and west SH-44 Alternate Route termini intersections were modeled as RCUT intersections**." Corridor Study, p. 20 (emphasis added).

CLARK WARDLE

What is Impact

CLARK WARDLE

What is Impact

CLARK WARDLE

Conclusion

- The City Council approves Comprehensive Plan Amendments after recommendation from P&Z
- Middleton has the ultimate land use authority
- SH-44 Alternate does not materially improve traffic and does not address current traffic
- SH-44 Alternate is not an Expressway like Eagle or Council it is far more restrictive
- Middleton has the power to act under LLUPA

CLARK WARDLE

EXHIBIT “I”

Middleton River Walk

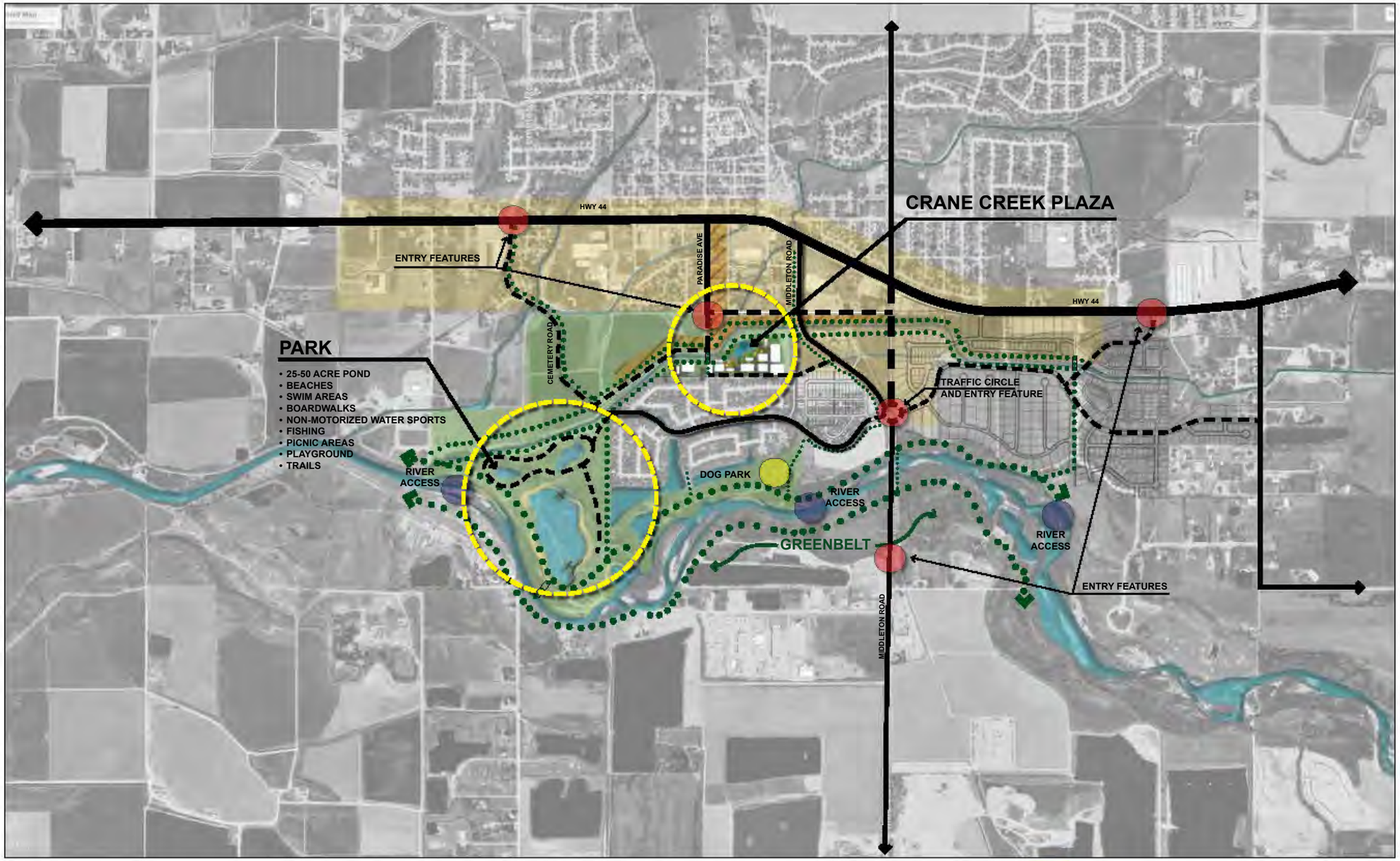
PRELIMINARY CONCEPT +
INSPIRATION IMAGERY
SEPTEMBER 15, 2021

STACK ROCK
GROUP

CITY OF MIDDLETON
CANYON COUNTY IDAHO

DESIGN FRAMEWORK

CONCEPT DIAGRAM



MIDDLETON RIVER WALK

CONCEPT PLAN

SEPTEMBER 9, 2021

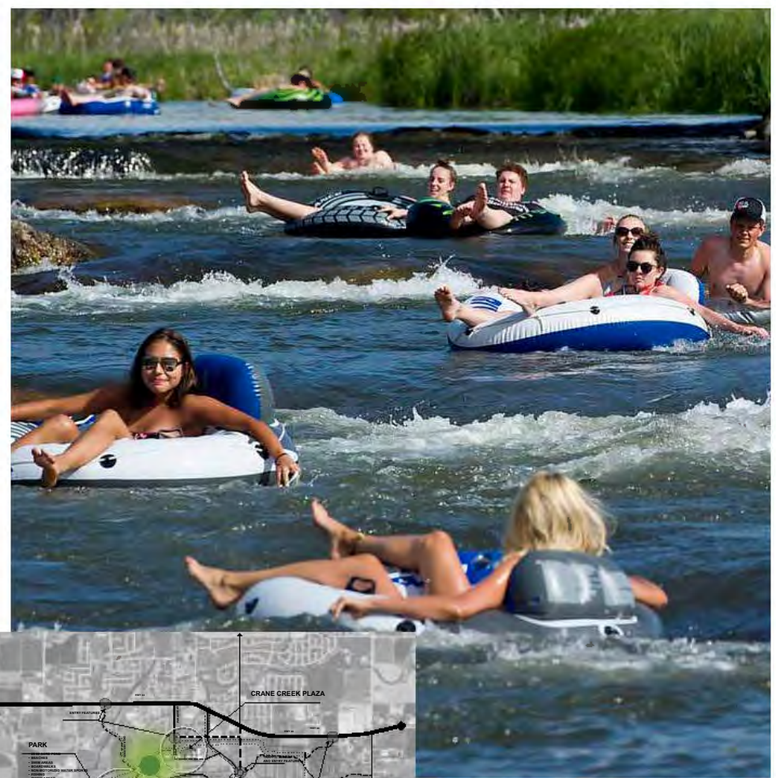
LIVE WORK AREA
COMMERCIAL
CITY OWNED PROPERTY
EXISTING ROADS
ADDITIONAL/ UPGRADED ROADS
PEDESTRIAN/ BIKE TRAILS

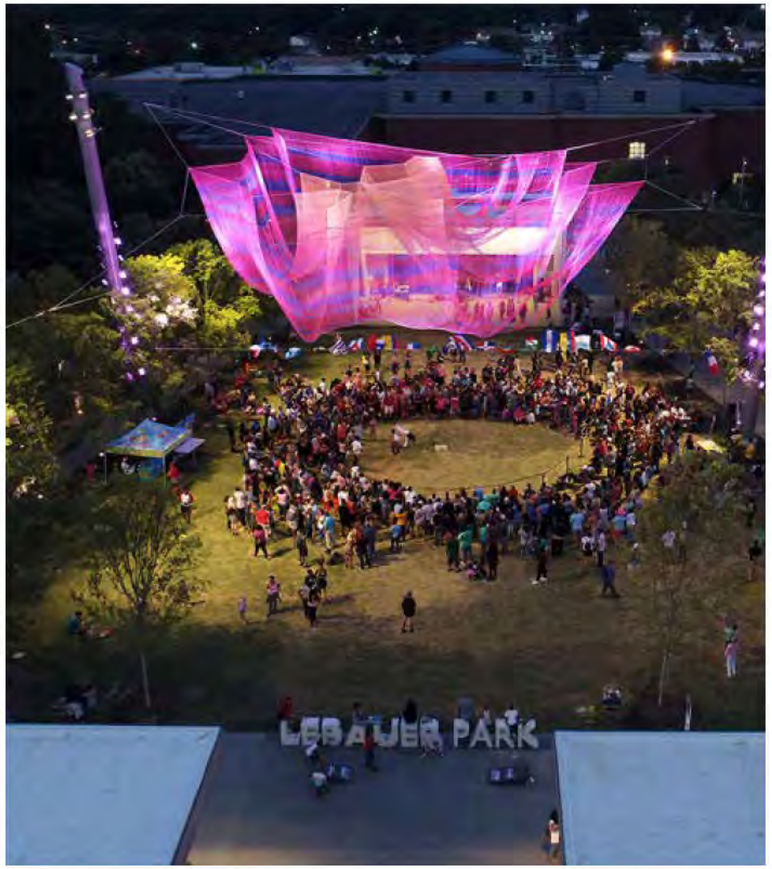
1000 FT

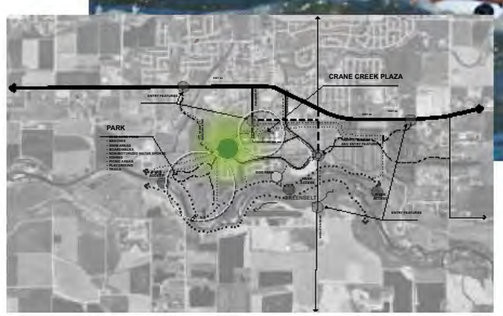
N

CRANE CREEK PLAZA

HAPPENINGS







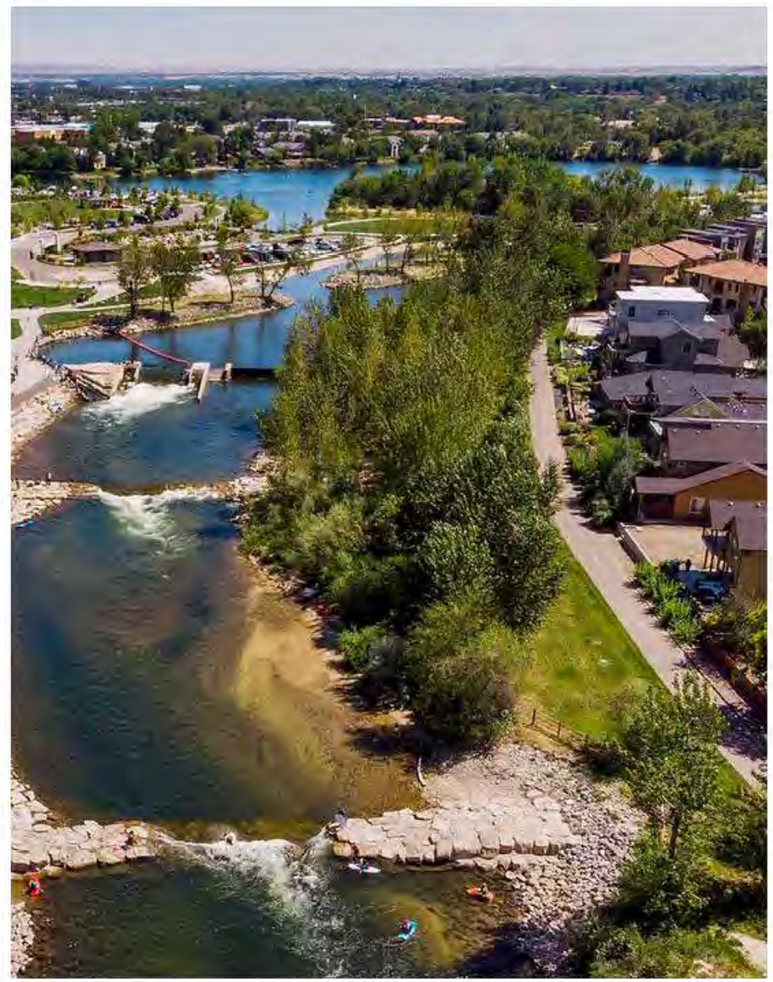
MIXED USE AREAS

RIVER WALK PARK

FISHING POND

GREENBELT

NEIGHBORHOODS



DESIGN FRAMEWORK

PROGRAM ELEMENTS ACTIVE

INTEGRATED WATER FEATURES

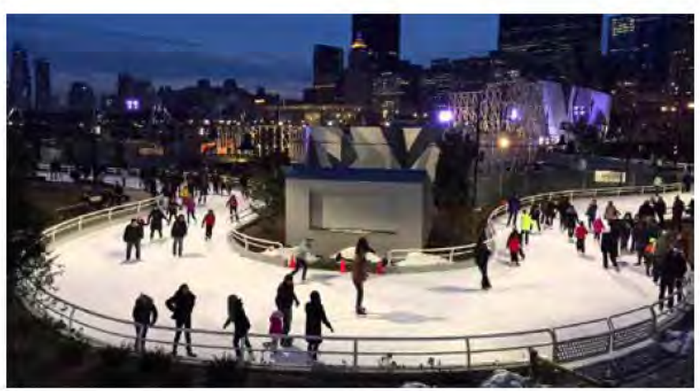
LIVE / WORK

OUTDOOR SOCIAL

POP UP SPACES

ART

INTEGRATED STORMWATER



EVENTS

BIKE AMENITIES

SEATING

DESIGN FRAMEWORK

PROGRAM ELEMENTS PASSIVE

RIVER ACCESS

NATURAL PLAY

PADDLEBOARD

BIKE PATH

BEACHES

FISHING

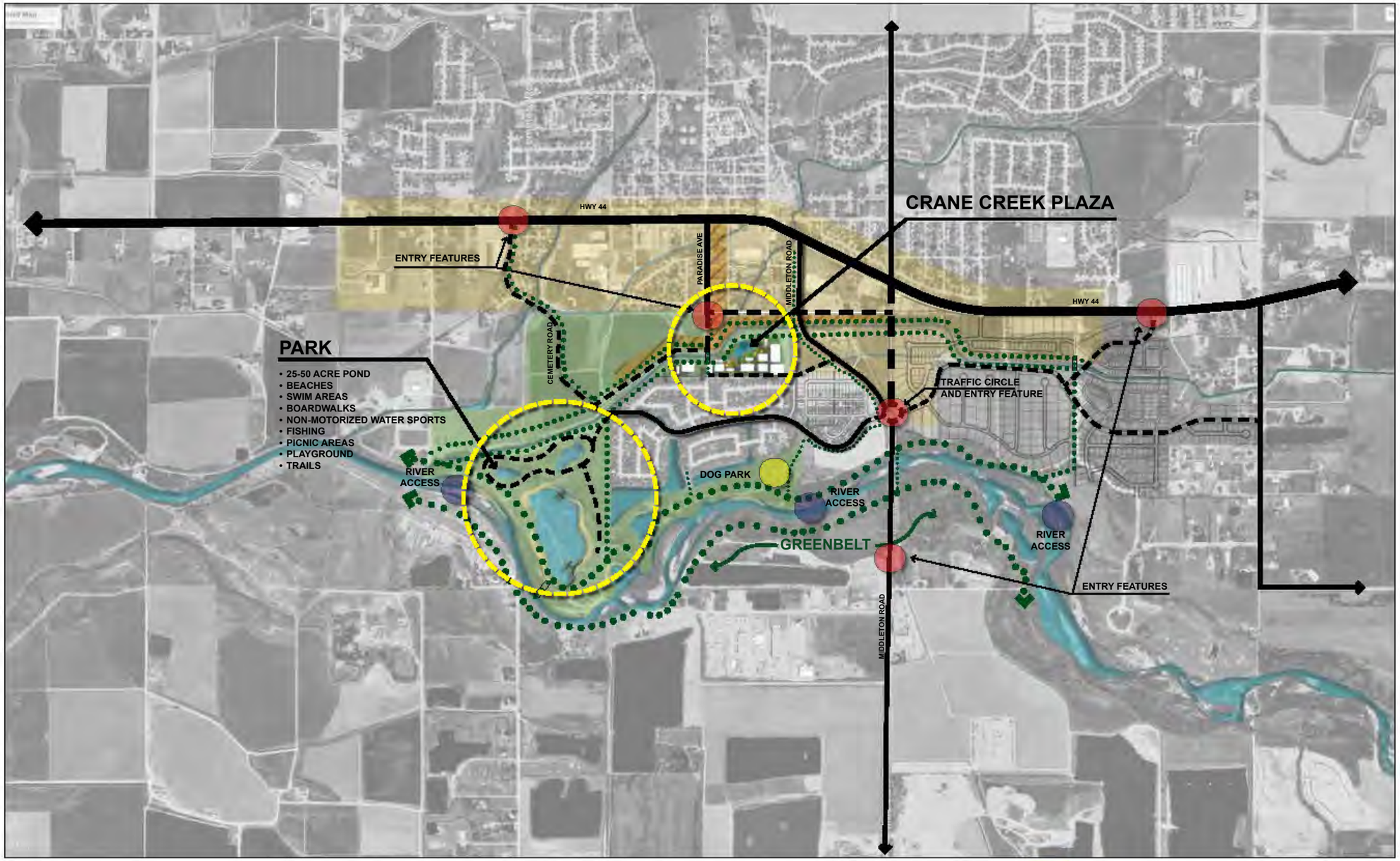
AMPHITHEATER

DOCKS /BOARDWALKS

SWIMMING

DESIGN FRAMEWORK

CONCEPT DIAGRAM



MIDDLETON RIVER WALK

CONCEPT PLAN

SEPTEMBER 9, 2021

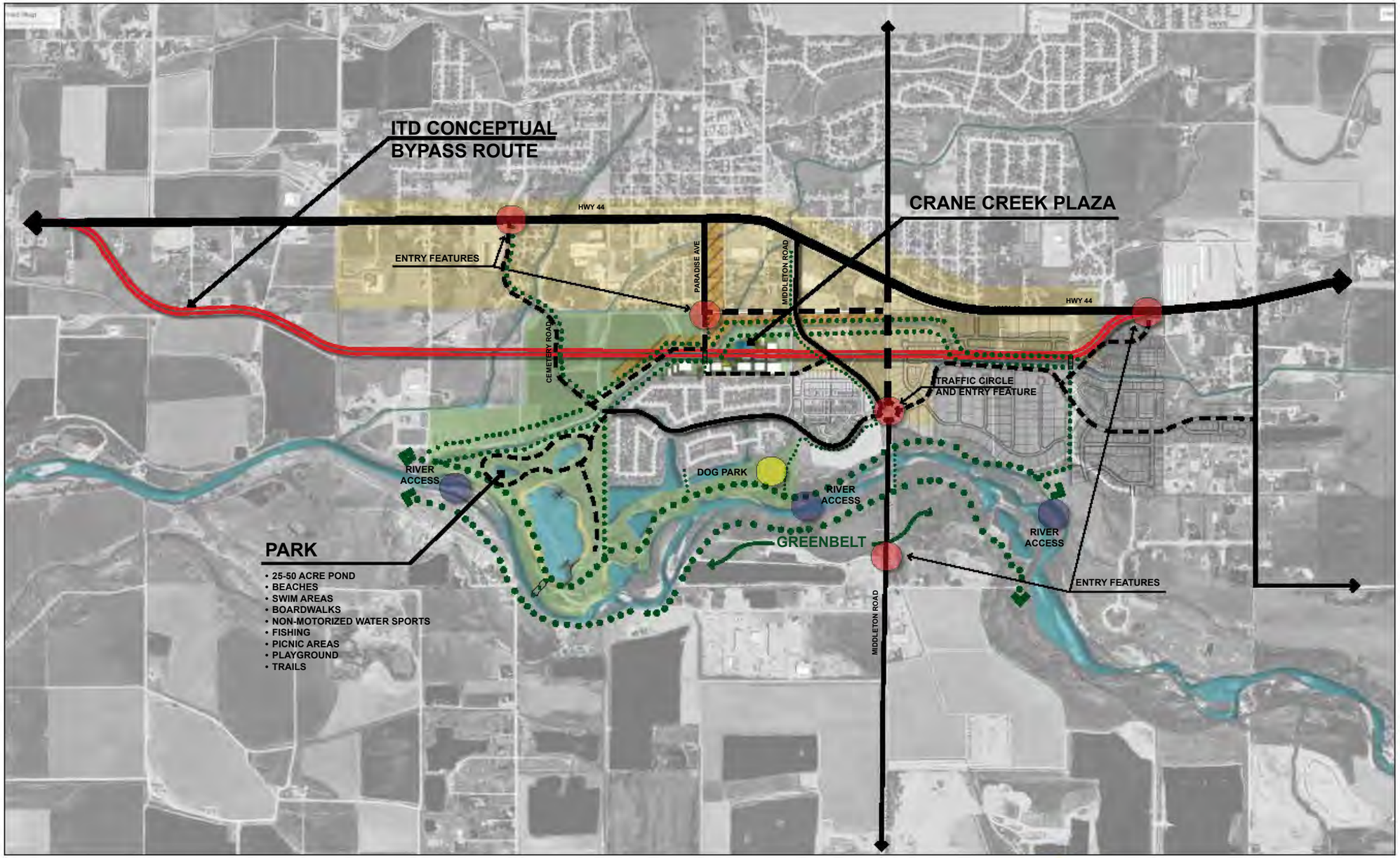
LIVE WORK AREA
COMMERCIAL
CITY OWNED PROPERTY
EXISTING ROADS
ADDITIONAL/ UPGRADED ROADS
PEDESTRIAN/ BIKE TRAILS

1000 FT

N

DESIGN FRAMEWORK

CONCEPT DIAGRAM WITH ITD OVERLAY



MIDDLETON RIVER WALK

CONCEPT PLAN WITH ITD OVERLAY

SEPTEMBER 9, 2021

LIVE WORK AREA
COMMERCIAL
CITY OWNED PROPERTY
EXISTING ROADS
ADDITIONAL/ UPGRADED ROADS
PEDESTRIAN/ BIKE TRAILS

1000 FT

N

EXHIBIT “J”

RESOLUTION No. 458-21

RESOLUTION PURSUANT TO IDAHO CODE § 67-6509(C), CANCELLING THE EXISTING APPENDIX "C" TO THE COMPREHENSIVE PLAN FOR THE CITY OF MIDDLETON, IDAHO, LABELED "TRANSPORTATION SYSTEM," AND ADOPTING A NEW APPENDIX "C" TO THE COMPREHENSIVE PLAN FOR THE CITY OF MIDDLETON, IDAHO, TO BE KNOWN AS THE "MID-STAR SERVICE AREA CAPITAL IMPROVEMENTS PLAN".

BE IT RESOLVED That the Mayor and City Council of the City of Middleton, Idaho, an Idaho municipal corporation, upon the recommendation of the Middleton Planning & Zoning Commission and following the public notice and hearing processes required by Idaho Code chapter 65, Title 67, do hereby accept and confirm the following described amendment to the Comprehensive Plan Map for the City of Nampa, Idaho:

EXHIBIT "C," known as the "CAPITAL IMPROVEMENT PLAN – TRANSPORTATION SYSTEM," set forth as one of seven appendices to the Comprehensive Plan of the City of Middleton, Idaho, adopted December 4, 2019, is hereby cancelled and is of no further effect. In lieu of the canceled EXHIBIT "C," the following new EXHIBIT "C," to be known as the "MID-STAR SERVICE AREA CAPITAL IMPROVEMENTS PLAN" is hereby substituted:

See EXHIBIT "C," attached hereto and made a part hereof by this reference.

In all other respects, we hereby ratify and confirm all other remaining provisions of the Comprehensive Plan of the City of Middleton, Idaho. The City Clerk shall keep the original Resolution with a copy of the newly adopted EXHIBIT "C" on file in the office of the City Clerk.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this 15th day of September, 2021.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this 15th day of September, 2021.

Attest:

_____	_____
Mayor Steve Rule	City Clerk

EXHIBIT “K”

AMENDED AND RESTATED ORDINANCE NO. 591

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 1 OF THE MIDDLETON CITY CODE BY THE ADDITION OF A NEW CHAPTER, CHAPTER 20, SECTIONS 1-20-1 THROUGH 1-20-12, ADOPTING A TRANSPORTATION IMPACT FEE FOR THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Middleton City Code, Title 1, is hereby amended by the addition of a new Chapter, Chapter 1, Sections 1-20-01 through 1-20-12, as follows:

1-20-1: FINDINGS:

The City Council of the City of Middleton, Idaho, finds that:

A. Based on the City of Middleton comprehensive plan adopted by the City pursuant to title 67, chapter 65, Idaho Code, including, but not limited to, the capital improvements element of the comprehensive plan, and the general governmental goal of protecting the health, safety, and general welfare of the citizens of the City, and its area of City impact, it is necessary that the City's public facilities for City transportation accommodate new growth and development within the City.

B. New residential, commercial, and industrial growth and development imposes and will impose increasing and excessive demands upon the transportation facilities.

C. The revenues generated from new residential, commercial, and industrial growth and development often do not generate sufficient funds to provide the necessary improvements to these transportation facilities to accommodate new growth and development.

D. New growth and development are expected to continue and will place ever increasing demands on the City to provide and expand the transportation facilities to serve new growth and development.

E. The City has planned for the improvement of the transportation facilities in the capital improvements plan, duly made part of the City of Middleton's Comprehensive Plan.

F. The creation of an equitable impact fee system for transportation impact fees would enable the City to impose a proportionate share of the costs of needed improvements to the public transportation facilities to accommodate new growth and development, and would assist the City in implementing the capital improvements element of the comprehensive plan.

G. In order to implement an equitable impact fee system for the public facilities, the City retained Kittelson & Associates, Inc. to prepare an impact fee study for these types of transportation facilities. The resulting document (the "impact fee study") is on file in the Office of the City Clerk of the City of Middleton.

H. The impact fee study is consistent with the City of Middleton comprehensive plan and the levels of service set forth in the impact fee study are hereby adopted.

I. The impact fee study sets forth reasonable methodologies and analyses for determining the impacts of new residential, commercial, and industrial growth and development on the public

transportation facilities and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such public facilities created by new growth and development.

J. The impact fee study uses a calculation methodology that is a net of credits for the present value of revenues that will be generated by new growth and development based on historical funding patterns and that are reasonably anticipated to be available to pay for system improvements including user fees, debt service payments, taxes, assessments, intergovernmental transfers, and all other available sources of funding such system, and included consideration of the following factors:

1. The cost of existing system improvements within the service area or areas;
2. The means by which existing system improvements have been financed;
3. The extent to which the new development will contribute to the cost of system improvements through taxation, assessment, or developer or landowner contributions, or has previously contributed to the cost of system improvements through developer or landowner contributions;
4. The extent to which the new development is required to contribute to the cost of existing system improvements in the future;
5. The extent to which the new development should be credited for providing system improvements, without charge to other properties within the service area or areas;
6. Extraordinary costs, if any, incurred in serving the new development;
7. The time and price differential inherent in a fair comparison of fees paid at different times; and
8. The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation.

K. The impact fees are based on the impact fee study, and do not exceed the costs of system improvements for the public facilities to serve new development that will pay the impact fees.

L. The City transportation infrastructure included in the calculation of impact fees in the impact fee study will benefit all new growth and development throughout the City, and it is therefore appropriate to treat all areas of the City as a single service area for purposes of calculating, collecting and spending the impact fees collected.

M. There is both a rational nexus and a rough proportionality between the development impacts created by each type of development covered by this chapter and the impact fees that such development will be required to pay.

N. This chapter creates a system by which impact fees paid by new growth and development will be used to finance, defray or to provide capital improvements for the public facilities in ways that benefit the development for which impact fees were paid.

O. This chapter creates a system under which impact fees shall not be used to correct existing deficiencies in public facilities, or to replace or rehabilitate existing public facilities, or to pay for routine operation or maintenance of those public facilities.

P. This chapter creates a system under which there shall be no double payment of impact fees, in accordance with Idaho Code section 67-8204(19).

Q. This chapter is consistent with all applicable provisions of title 67, chapter 82, Idaho Code, concerning impact fee ordinances.

R. This chapter shall not be deemed invalid because payment of an impact fee may result in an incidental benefit to others within the service area other than the fee payer.

1-20-2: AUTHORITY, APPLICABILITY, AND EFFECTIVE DATE:

A. This chapter is enacted pursuant to the City's general police powers pursuant to the authority granted to the City by title 50, Idaho Code, and pursuant to the authority granted to the City by section 67-8201 et seq., Idaho Code.

B. The provisions of this chapter shall apply to all territory within the limits of the City.

1-20-3: INTENT:

A. The intent of this chapter is to promote the health, safety and general welfare of the residents of the City and its area of City impact.

B. The intent of this chapter is to be consistent with those principles for allocating a fair and proportionate share of the cost of capital improvements to public facilities to serve new development in compliance with the provisions set forth in section 67-8201 et seq., Idaho Code. The provisions of this chapter shall be interpreted, construed and enforced in accordance with the provisions set forth in section 67-8201 et seq., Idaho Code.

C. The intent of this chapter is that impact fees should be charged, collected, and expended for City transportation capital improvements to increase the service capacity of those public facilities, which capital improvements are included in approved capital improvements plans that list the capital improvements that may be funded with impact fees.

D. The intent of this chapter is to ensure that: public facilities are available to serve new development; new development bears a proportionate share of the cost of City transportation capital improvements to such public facilities; to ensure that such proportionate share does not exceed the cost of the capital improvements to such public facilities required to serve new development; and to ensure that the funds collected from new development are used for capital improvements for public facilities that benefit new development.

E. It is not the intent of this chapter to collect any monies from new development in excess of the actual amount necessary to offset new demands for capital improvements to public facilities created by such new development.

F. It is not the intent of this chapter that the impact fees be used to remedy any deficiency in existing City transportation facilities on the effective date hereof, or ever be used to replace, rehabilitate, maintain and/or operate any public facilities.

G. It is not the intent of this chapter that any monies collected from an impact fee deposited in an Impact Fee Fund ever be commingled with monies from a different fund, or ever be used for capital improvements that are different from those for which the impact fee was paid.

H. It is not the intent of this chapter that impact fees be used for:

1. Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plan.

2. Repair, operation or maintenance of existing or new capital improvements.

3. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.

4. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development to provide better service to existing development.

5. Administrative and operating costs of the City unless such costs are attributable to development of the capital improvements plan used to determine impact fees by a surcharge imposed by ordinance on the collection of an impact fee, which surcharge shall

not exceed a development's proportionate share of the cost of preparing the capital improvements plan.

6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the City to finance capital improvements identified in the capital improvements plan.

1-20-4: IMPOSITION AND COMPUTATION OF IMPACT FEES:

A. The development impact fee reflects the need for capital improvements to public transportation facilities created by new development. Any application for a building permit enabling the construction and, in the case of construction that does not require a building permit, any building that takes place on or after the effective date hereof shall be subject to the imposition of impact fees in the manner and amount set forth in this chapter. The methodology adopted for the purpose of determining City transportation impact fees shall be based upon the assumptions set forth in the impact fee study and pursuant to the following:

1. The development impact fee shall not exceed the proportionate share of the costs incurred or the costs that will be incurred by the City in the provision of system improvements to serve new development.

2. The proportionate share is the cost attributable to the new development after consideration by the City of the following factors:

a. Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;

b. Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;

c. That portion of general tax and other revenues allocated by the jurisdiction to system improvements; and

d. All other available sources of funding such system improvements.

3. In determining the proportionate share of the cost of system improvements to be paid by the developer, the following additional factors shall be considered:

a. The cost of existing system improvements within the service area or areas;

b. The means by which existing system improvements have been financed;

c. The extent to which the new development will contribute to the cost of system improvements through taxation, assessment, or developer or landowner contributions, or has previously contributed to the cost of system improvements through developer or landowner contributions;

d. The extent to which the new development is required to contribute to the cost of existing system improvements in the future;

e. The extent to which the new development should be credited for providing system improvements, without charge to other properties within the service area or areas;

f. Extraordinary costs, if any, incurred in serving the new development;

g. The time and price differential inherent in a fair comparison of fees paid at different times; and

h. The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental

transfers, and special taxation. The governmental entity shall develop a plan for alternative sources of revenue.

4. The current transportation impact fees for the City of Middleton are set forth in Title 1, Chapter 20, Section 1-16-12, Middleton City Code.

B. Impact fees shall be required as a condition of approval of all residential, commercial, and industrial development in the service area for which a building permit is required and shall be payable prior to the issuance of any building permit (or installation permit in the case of a manufactured home) for a dwelling unit. Except as otherwise provided herein, after the effective date hereof, no building permit shall be issued until the impact fees described in this chapter have been paid, unless the development for which the permit is sought is exempted or approved credits are used to cover the impact fee. The City shall have the authority to withhold a building permit, stop construction, withhold utility services or impose liens as the case may be, until the appropriate impact fee has been collected.

C. After payment of the development impact fees or execution of an agreement for payment of development impact fees, additional development impact fees or increases in fees may not be assessed unless the number of service units increases or the scope or schedule of the development changes. In the event of an increase in the number of service units or schedule of the development changes, the additional development impact fees to be imposed are limited to the amount attributable to the additional service units or change in scope of the development.

D. A fee payer required to pay an impact fee may choose to have the amount of such impact fee determined pursuant to either the fee schedule (whereupon such payment shall be recognized as full and complete payment of the development's proportionate share of system improvement costs, except as provided in Idaho Code section 67-8214(3)) or subsections E through G of this section. If the fee payer chooses to have the amount of such impact fee determined pursuant to subsections E through G of this section, such impact fee shall be subject to the adjustment described in this section, if applicable. If the project is a mix of those uses listed on the fee schedule, then the impact fees shall be determined by adding up the impact fees that would be payable for each use as if it were a freestanding use pursuant to the fee schedule.

E. Individual assessment of impact fees is permitted in situations where the fee payer can demonstrate by clear and convincing evidence that the established impact fee is inappropriate for the project. Written application for individual assessment shall be made to the City at any time prior to receiving building permit(s). Late applications for individual assessment of impact fees may be considered for a period of sixty (60) days after the receipt of a building permit only if the fee payer makes a showing that the facts supporting such application were not known or discoverable prior to receipt of a building permit and that undue hardship would result if said application is not considered. Such independent impact fee calculation study for the fee payer's development shall be prepared at the fee payer's cost by a qualified professional and contain studies, data and other relevant information and be submitted to the City for review. Any such study shall be based on the same methodology and the same level of service standards, improvements and costs used in the impact fee study, and must document the methodologies and assumptions used. The City may hire a professional consultant to review any independent impact fee calculation study on behalf of the City, and may charge the reasonable costs of such review to the fee payer.

F. Any independent impact fee calculation study submitted by a fee payer may be accepted, rejected or accepted with modifications by the City as the basis for calculating impact fees. The City shall not be required to accept any study or documentation the City reasonably deems to be

inaccurate or unreliable, and shall have the authority to request that the fee payer submit additional or different documentation for consideration in connection with review of any independent impact fee calculation. If such additional or different documentation is accepted or accepted with modifications as a more accurate measure of the impact fees due in connection with fee payer's proposed development than the applicable impact fees set forth in the fee schedule, then the impact fee due under this chapter shall be calculated according to such documentation.

G. The City shall render a written decision establishing the impact fees in connection with the individual assessment within thirty (30) days of the date a complete application is submitted. The decision shall include an explanation of the calculation of the impact fees, shall specify the system improvement(s) for which the impact fees are intended to be used, and shall include an explanation of the factors considered pursuant to Idaho Code section 67-8207.

H. Certification of the impact fee for a project may be applied for in the following manner:

1. Written application may be made to the City not later than sixty (60) days after development approval by the City Council. Late applications for certification of the impact fee will not be considered unless the fee payer makes a showing that the facts supporting such application were not known or discoverable until after the time had run and that undue hardship would result if said application is not considered.

2. The City shall provide the fee payer with a written impact fee certification for the project within thirty (30) days of the date a complete application is submitted. The certification provided by the City shall establish the impact fee for the project in question so long as there is no material change to the project as identified in the certification application or the impact fee schedule. The certification shall include an explanation of the calculation of the impact fees, shall specify the system improvement(s) for which the impact fees are intended to be used, and shall include an explanation of the factors considered, which factors are identified in subsection G of this section.

I. Appeals of the City's determination of an individual assessment or certification shall be made to the City as provided further in this chapter.

J. There may be circumstances where the anticipated fiscal impacts of a proposed development are of such magnitude that the City may be unable to accommodate the development without excessive or unscheduled public expenditures that exceed the amount of the anticipated impact fees from such development. If the City determines that a proposed development would create such an extraordinary impact on the City's transportation infrastructure and facilites, the City may refuse to approve the proposed development and/or may recommend to the other affected government agencies that the project not be approved. In the alternative, the City may calculate a pro rata share per dwelling unit, or square feet of nonresidential buildings, of the extraordinary impact and charge a reasonable extraordinary impact fee that is greater than would ordinarily be charged pursuant to the fee schedule.

K. If the City discovers an error in its impact fee formula that results in assessment or payment of more than a proportionate share, City shall, at the time of assessment on a case by case basis, adjust the impact fee to collect no more than a proportionate share or discontinue the collection of any impact fees until the error is corrected by ordinance.

1-20-5: PAYMENT OF IMPACT FEES:

A. After the effective date hereof all fee payers shall pay the impact fees as provided by this chapter to the City following application for a building permit and prior to the issuance of any building permit for a dwelling unit.

B. All impact fees paid by a fee payer pursuant to this chapter shall be promptly deposited in the Impact Fee Fund.

1-20-6: IMPACT FEE FUNDS; REFUNDS OF IMPACT FEES PAID:

A. There is hereby established a City Transportation Impact Fee Fund into which shall be deposited all transportation impact fees for the purpose of ensuring City transportation impact fees collected pursuant hereto are designated for the accommodation of City transportation capital improvements reasonably necessary to serve new development that paid the impact fee.

B. Each fund shall be an interest bearing account which shall be accounted for separately from other impact fee funds and from other City funds. Any interest or other income earned on monies deposited in a fund shall be credited to such fund. Expenditures of impact fees shall be made only for the category of system improvements for which the impact fees were collected and as identified in the capital improvements plan.

C. Except as otherwise provided herein, monies from the fund, including any accrued interest, shall be limited to the financing of acquisition, expansion, and/or improvement of capital improvements, or for principal and interest payments on bonds or other borrowed revenues used to acquire, expand or improve such capital improvements, necessary to serve new development. Impact fees in each fund shall be spent within eight (8) years from the date such impact fees were collected on a first in/first out (FIFO) basis. The City may hold the impact fees longer than the prescribed time period if the City identifies, in writing: 1) a reasonable cause why the impact fees should be held longer; and 2) an anticipated date by which the impact fees will be expended but in no event longer than eleven (11) years from the date the impact fees were collected.

D. The City shall prepare annual reports to be provided to the Advisory Committee and the City Council, which reports shall: 1) describe the amount of all impact fees collected, appropriated or spent for system improvements during the preceding year, as applicable, by category of public facility and service area; and 2) describe the percentage of tax and revenues other than impact fees collected, appropriated or spent for system improvements during the preceding year, as applicable, by category of public facility and service area.

E. Funds shall be deemed expended when payment of such funds has been approved by the City. The fee payer or successor in interest shall be entitled to a refund of the impact fee if:

1. Service is available but never provided;
2. A building permit or permit for installation of a manufactured home is revoked or abandoned;
3. The City, after collecting the impact fee when service is not available, has failed to appropriate and expend the collected impact fees; or
4. The fee payer pays an impact fee under protest and a subsequent review of the impact fee paid or the completion of an individual assessment determines that the impact fee paid exceeded the proportionate share to which the City was entitled to receive.

F. When the right to a refund exists, within ninety (90) days after the City determines that a refund is due, the City shall provide written notice of entitlement to a refund, to the owner of record and the fee payer who paid the impact fees at the address shown on the application for development approval, or to a successor in interest who has notified the City of a transfer of the right or entitlement to a refund and who has provided to the City a mailing address. When the right to a refund exists, the City shall also publish the notice of entitlement to a refund within thirty (30) days after the expiration of the eight (8) year period after the date that the impact fees were collected. Such published notice shall contain the heading "Notice Of Entitlement To Impact Fee Refund".

G. A refund shall include interest at one-half (1/2) the legal rate provided for in section 28-22-104, Idaho Code, from the date on which the impact fee was originally paid.

H. In order to be eligible for a refund, a fee payer, successor in interest or owner of record shall file a written application for a refund with the City within six (6) months of the time such refund becomes payable under subsection C of this section, or within six (6) months of publication of the notice of entitlement to a refund, whichever is later. If a successor in interest claims a refund of impact fees, the City may require written documentation that such rights have been transferred to the claimant prior to issuing the requested refund. Refunds shall be paid within sixty (60) days after the date on which the City determines that a sufficient proof of claim for a refund has been made.

I. Any person entitled to a refund shall have standing to sue for a refund under the provisions of this chapter if there has not been a timely payment of a refund as provided herein.

1-20-7: EXEMPTIONS FROM IMPACT FEES:

A. The following types of land development shall be exempted from payment of the impact fees imposed by this chapter:

1. Rebuilding the same amount of square feet of a dwelling unit or nonresidential structure that was destroyed by fire or other catastrophe, provided that the structure is rebuilt and ready for occupancy within two (2) years of its destruction.
2. Construction of an unoccupied, detached accessory structure, or addition of uses related to a dwelling unit unless it can be clearly demonstrated that the use creates a significant impact on the capacity of system improvements.
3. Remodeling or repairing a dwelling unit or a nonresidential structure in a manner that does not increase the number of service units.
4. Replacing a dwelling unit with another dwelling unit on the same lot, provided that the number of service units does not increase.
5. Placing a temporary construction trailer or office on a lot.
6. Constructing an addition on a residential structure which does not increase the number of service units.
7. Adding uses that are typically accessory to residential uses, such as tennis courts or clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of system improvements.

B. An impact fee will be assessed for installation of a modular building, manufactured home or recreational vehicle unless the fee payer can demonstrate by documentation such as utility bills and tax records, either: 1) that a modular building, manufactured home or recreational vehicle was legally in place on the lot or space prior to the effective date hereof; or 2) that an impact fee has been paid previously for the installation of a modular building, manufactured home or recreational vehicle on that same lot or space. Lawful storage of a recreational vehicle shall not be deemed installation for purposes of this chapter. (Ord. 541, 8-6-2014; amd. Ord. 609, 7-3-2018)

1-20-8: CREDITS; REIMBURSEMENTS:

A. No fee payer shall be required to construct, fund or contribute any capital improvement to meet the same need for City transportation for which an impact fee is imposed. All system improvements constructed, funded or contributed over and above the proportionate share of system improvement costs, including such system improvements paid for pursuant to a local improvement district, shall result in either a credit on future impact fees or reimbursement (at the fee payer's

option) for such excess construction, funding or contribution to be paid from impact fees paid by future development that benefits from such system improvements constructed, funded or contributed by the fee payer. However, no credit or reimbursement shall be provided for: 1) project improvements; 2) any construction, funding or contribution not agreed to in writing by the City prior to commencement of such construction, funding or contribution; 3) any construction, funding or contribution of a type of capital improvements not included in the calculation of the applicable impact fee; and 4) any improvement required by an agency other than the City for that agency's development approval.

B. In the calculation of an individual assessment of impact fees for a project, credit shall be given for the present value of all tax and user fee revenue generated by the fee payer within the service area and used by the City for system improvements of the category for which the impact fee is being collected. If the amount of such credit exceeds the impact fee for a project, the fee payer shall receive a credit on future impact fees. The credit may be applied by the fee payer as an offset against future impact fees only in the service area where the credit was generated.

C. In the calculation of impact fees for a project, credit or reimbursement (at the fee payer's option) shall be given for the present value of any construction of system improvements or contribution of land or money required by the City from the developer for system improvements of the category for which the impact fee is being collected, including system improvements paid for through local improvement district assessments. Credit or reimbursement shall not be given for project improvement.

D. If credit or reimbursement is due to the fee payer, the City and fee payer shall enter into a written agreement, negotiated in good faith, prior to the construction, funding or contribution. The written agreement shall include, without limitation: a description of the construction, funding or contribution of system improvements including, in the case of real property, a legal description of the real property; description as to how the system improvements are to be valued; the amount of the credit or the amount, time and form of reimbursement; instructions as to how the capital improvements should be provided to the City to ensure full transfer of ownership; and the circumstances under which the credit or reimbursement is deemed effective. To assist in such reimbursement, the City shall continue to collect impact fees from other developers whose proposed developments will benefit from such construction, funding or contribution, and will promptly transfer such funds to the fee payer. If a successor in interest claims a reimbursement or credit, the City may require written documentation that such rights have been conveyed to the claimant prior to issuing the requested reimbursement or credit.

E. Approved credits may be used to reduce the amount of impact fees in connection with any new development until the amount of the credit is exhausted. Each time a request to use approved credits is presented to the City, the City shall reduce the amount of the applicable impact fee otherwise due from the fee payer and shall note in the City records the amount of credit remaining, if any. Upon request of the fee payer, the City shall issue a letter stating the amount of credit available. If the credit has not been exhausted within eight (8) years of the date of issuance of the first building permit for which an impact fee was due and payable, or within such other time period as may be designated in writing by the City, such credit shall lapse, unless a refund of the remaining credit is applied for.

F. Approved credits or reimbursement shall only be used to reduce the amount of the impact fee of the category for which the impact fee is otherwise due, and shall not be paid to the fee payer in cash or in credits against any other monies due from the fee payer to the City.

G. Credit for land dedications shall, at the fee payer's option, be valued at: 1) one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the Canyon County Assessor; or 2) that fair market value established by a private appraiser reasonably acceptable to the City in an appraisal paid for by the fee payer. Credit for contribution or construction of system improvements shall be valued by the City based on complete engineering drawings, specifications, and construction cost estimates submitted by the fee payer to the City, which estimates shall be revised as actual costs become available. The City shall determine the amount of credit due based on the information submitted, or, if the City determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs reasonably acceptable to the City as a more accurate measure of the value of the offered system improvements to the City.

H. Approved credits for land dedications shall become effective when the land has been conveyed to the City in a form reasonably acceptable to the City at no cost to the City, and has been accepted by the City. Approved credits for contribution or construction of system improvements shall generally become effective when: 1) all required construction has been completed and has been accepted by the City; and 2) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the City. Approved credits for the construction of system improvements may become effective at an earlier date if the fee payer posts security in the form of a performance bond, irrevocable letter of credit or escrow agreement in the amount and under terms reasonably acceptable to the City.

I. Credit may only be transferred by a fee payer that has received credit to such fee payer's successor in interest. The credit may be used only to offset impact fees for the same category for which the credit was issued. Credits shall be transferred by any written instrument clearly identifying which credits are being transferred, the dollar amount of the credit being transferred, and the system improvements for which the credit was issued. The instrument of transfer shall be signed by both the transferor and transferee, and a copy of the document shall be delivered to the City for documentation of the transfer before the transfer shall be deemed effective.

J. In the event that a developer intends to contribute or dedicate an interest in land in lieu of paying impact fees or a portion thereof, the following procedures and criteria shall be applied:

1. The City with the advice of the appropriate department head and the City Attorney will determine whether the land proposed for dedication is acceptable based upon the following considerations:

a. Size: The size of the parcel is expressed as a net amount and is exclusive of road right-of-way, existing and proposed easements, borrow pits, lakes, and other manmade or natural conditions which restrict or impede the intended use of such areas.

b. Unity: The land to be dedicated shall form a single parcel of land except where aforesaid review determines that two (2) or more parcels would be in the best public interest.

c. Shape: The configuration of the parcel of land is such as to be usable for public facilities purposes as determined by the City.

d. Location: The land to be dedicated is so located as to serve the needs of the development, by being within the service area public facilities.

e. Access: Appropriate access to the land to be dedicated is provided by improved public road frontage.

f. Utility: Dedicated land should be usable for public facilities purposes and meet the following criteria prior to its final acceptance by the City:

1) The property is platted and ready to be developed.

2) All utilities are in place and are at the perimeter of the site and include roads, walks, curbs, water lines, sewer lines, electric service lines, and telephone service lines.

3) All utilities are of sufficient quality and quantity to adequately service the site.

4) The property is filled and compacted to comply with all appropriate Subdivision Codes, Building and Zoning Codes, and flood insurance laws and regulations. The fill and compaction are of sufficient quality to accept the contemplated improvements.

g. Plans: City, regional, and State plans shall be taken into consideration when evaluating land proposals for dedication.

2. Appeals of the City's determination of land suitability shall be made to the City Council by the filing of an appeal with the City Clerk no later than ten (10) days following the date of the decision of the City.

1-20-9: APPEALS:

The decisions of the City may be appealed as provided below:

A. Any fee payer who is or may be obligated to pay an impact fee may appeal a decision made by the City in applying this chapter to the City Council's designee. Such decisions that may be appealed include:

1. The applicability of an impact fee to the development.
2. The amount of an impact fee to be paid for the development.
3. The availability, amount or application of any credit.
4. The amount of any refund, reimbursement or credit.
5. Any discretionary action or inaction by or on behalf of the City.

A fee payer may pay an impact fee under protest in order to obtain a development approval or building permit(s) and, by paying such impact fee, shall not be estopped from exercising the right of appeal provided herein, nor shall the fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected. Upon final disposition of an appeal, the impact fee shall be adjusted in accordance with the decision rendered and, if necessary, a refund paid.

B. In order to pursue an appeal, the fee payer shall file a written notice of appeal with the City Council's designee within fifteen (15) days after the date of the decision being appealed, or the date on which the fee payer submitted a payment of impact fees under protest, whichever is later. Such written application shall include a statement describing why the appellant believes that the decision was in error; together with copies of any documents that the appellant believes supports the claim.

C. The City Council's designee shall notify the fee payer of the hearing date on the appeal, which notice shall be given no less than fifteen (15) days prior to the date of the hearing, and shall hear the appeal within thirty (30) days after receipt of a written notice of appeal. The appellant shall have a right to be present and to present evidence in support of the appeal. The City who made the decision under appeal shall likewise have the right to be present and to present evidence in support of the decision. The burden of proof in any such hearing shall be on the fee payer to

demonstrate that the amount of the impact fee, credit, reimbursement or refund was not properly calculated by the City.

D. The criteria to be used by the City Council's designee shall be whether: 1) the decision or interpretation made by the City; or 2) the alternative decision or interpretation offered by the appellant, more accurately reflects the intent of this chapter that new development in the City pay its proportionate share of the costs of system improvements for public facilities necessary to serve new growth and development. The City Council's designee may affirm, reject or revise the decision of the City, providing written findings of fact and conclusions, within fifteen (15) days after hearing the appeal. The City Council's designee shall modify the amount of the impact fee, credit, refund or reimbursement only if there is substantial evidence in the record that the City erred, based upon the methodologies contained in the impact fee study, this chapter and/or the capital improvements plan. The decision of the City Council's designee shall be final.

E. Upon voluntary agreement by the fee payer and the City, the fee payer and the City may enter into mediation with a qualified independent party to address a disagreement related to the impact fee for proposed development. Costs for the independent mediation service shall be shared equally by the fee payer and the City. Mediation may take place at any time during an appeals process and participation in mediation does not preclude the fee payer from pursuing other remedies.

1-20-10: IMPACT FEE ADVISORY COMMITTEE:

A. The City has established an Advisory Committee. The Advisory Committee shall continue to be composed of not fewer than five (5) members appointed by the City Council. Two (2) or more members of the Advisory Committee shall be active in the business of development, building or real estate. The Advisory Committee shall serve in an advisory capacity to the City Council and is established to:

1. Assist the City in adopting land use assumptions;
2. Review the capital improvements plan, and proposed amendments, and file written comments;
3. Monitor and evaluate implementation of the capital improvements plan;
4. File periodic reports, at least annually, with respect to the capital improvements plan and report to the City any perceived inequities in implementing the capital improvements plan or imposing the impact fees; and
5. Advise the City of the need to update or revise land use assumptions, the capital improvements plan, and impact fees.

B. The City shall make available to the Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the capital improvements plan and periodic updates of the capital improvements plan.

1-20-11: MISCELLANEOUS PROVISIONS:

A. As used in this chapter, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates; the word shall, will or must is always mandatory; the word may is permissive; and the word should indicates that which is recommended, but not required.

B. Nothing in this chapter shall be construed to create any additional right to develop real property or diminish the power of the City in regulating the orderly development of real property.

C. Nothing in this chapter shall limit or modify the rights of any person to complete any development for which a lawful building permit was issued prior to the effective date hereof.

D. Nothing in this chapter shall prevent the City from requiring a developer to construct reasonable project improvements in conjunction with a project.

E. Nothing in this chapter shall limit the ability of the City to enter into intergovernmental agreements as provided in section 67-8204A, Idaho Code.

F. Nothing in this chapter shall obligate the City to approve any development request that may reasonably be expected to reduce levels of service below minimum acceptable levels established in the development impact fee study.

G. Nothing in this chapter shall obligate the City to approve development which results in extraordinary impact.

H. Notwithstanding any agreement by the fee payer to pay the proportionate share of system improvement costs documented by the supplemental study, nothing in this chapter shall obligate the City to approve development that results in an extraordinary impact.

I. Nothing in this chapter shall work to limit the use by the City of the power of eminent domain or supersede or conflict with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.

J. A development impact fee shall not exceed a proportionate share of the cost of system improvements determined in accordance with section 67-8207, Idaho Code. Development impact fees shall be based on actual system improvement costs or reasonable estimates of such costs.

K. Nothing in this chapter shall be construed to prevent or prohibit private agreements between developers, the City, the Idaho Transportation Department, and/or other governmental entities in regard to the construction or installation of system improvements or providing for credits or reimbursements for system improvement costs incurred by a developer or fee payer, including interproject transfers of credits, or providing for reimbursement for project improvements that are used or shared by more than one development project. If it can be shown that a proposed development has a direct impact on a public facility under the jurisdiction of the Idaho Transportation Department, then the agreement shall include a provision for the allocation of development impact fees collected from the developer or fee payer for the improvement of the public facility by the Idaho Transportation Department.

L. Nothing in this chapter shall restrict or diminish the power of the City: 1) to impose reasonable conditions on the annexation of any property to the City in accordance with Idaho Code, including conditions for recovery of project or system improvement costs required as a result of such voluntary annexation, or 2) to negotiate and execute development agreements that may impose additional conditions on development, including the recovery of project or system improvement costs, either in connection with a proposed annexation or in connection with any other development within the City.

M. The impact fees described in this chapter, and the administrative procedures of this chapter shall be reviewed at least once every five (5) years to ensure that: 1) the demand and cost assumptions and other assumptions underlying such impact fees are still valid; 2) the resulting impact fees do not exceed the actual costs of providing City transportation infrastructure required to serve new development; 3) the monies collected in any Impact Fee Fund have been and are expected to be spent for system improvements of the type for which such impact fees were paid; and 4) such system improvements will benefit those developments for which the impact fees were paid.

N. Violation of this chapter shall be subject to those remedies provided in this Code. Knowingly furnishing false information to any official of the City charged with the administration of this chapter on any matter relating to the administration of this chapter including, without limitation, the furnishing of false information regarding the expected size or use of a proposed development, shall be a violation of this chapter.

O. The captions used in this chapter are for convenience only and shall not affect the interpretation of any portion of the text of this chapter.

1-20-12: IMPACT FEE SCHEDULE:

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

Mini-Warehouse (Self Storage)	See Note 1	0.052	Per 1000 SF	0.317	1.00	5.6	$2,883	$265
Automobile Sales, New	840	1.215	Per 1000 SF	0.317	1.00	8.4	$2,883	$9297
Automobile Sales, Used	841	1.875	Per 1000 SF	0.317	1.00	8.4	$2,883	$14348
Pharmacy/Drug Store (No Drive-Thru)	880	4.255	Per 1000 SF	0.317	0.47	2.8	$2,883	$5101
Pharmacy/Drug Store (With Drive-Thru)	881	5.145	Per 1000 SF	0.317	0.51	2.8	$2,883	$6693
Restaurant-Fast Food (No Drive-Thru)	933	14.17	Per 1000 SF	0.317	0.57	2.8	$2,883	$20602
Restaurant – Fast Food (With Drive-Thru)	934	16.335	Per 1000 SF	0.317	0.50	2.8	$2,883	$20883
Restaurant- High Turnover	932	4.885	Per 1000 SF	0.317	0.57	2.8	$2,883	$7102
Shopping Center	820	1.905	Per 1000 SF	0.317	0.66	5.6	$2,883	$6414
Supermarket (Free Standing	850	4.62	Per 1000 SF	0.317	0.64	2.8	$2,883	$7542
Tire Store	848	1.99	Per 1000 SF	0.317	0.72	8.4	$2,883	$10964
Variety Story (Dollars Store)	814	3.42	Per 1000 SF	0.317	0.66	8.4	$2,883	$17273
Warehousing	150	0.095	Per 1000 SF	0.317	1.00	11.2	$2,883	$969
Gas Station with Conv Mkt (Fueling position)	945	6.995	Per fueling position	0.317	0.44	2.8	$2,883	$7851
Gas station (fueling Position)	944	7.015	Per fueling position	0.317	0.58	2.8	$2,883	$10378
Golf Course (Hole)	430	1.455	Per hole	0.317	1.00	11.2	$2,883	$14845
Movie Theater	444	0.045	Per seat	0.317	1.00	8.4	$2,883	$344
Public Park	411	0.055	Per acre	0.317	1.00	5.6	$2,883	$281
Quick Lubrication	941	2.425	Per servicing positions	0.317	0.58	2.8	$2,883	$3588
Self-Service Car Wash	947	2.77	Per stall	0.317	0.58	2.8	$2,883	$6098
Sup Conv Mkt/Gas Station >3000 sf and >10 FP	960	11.48	Per fueling position	0.317	0.44	2.8	$2,883	$12884
Dental/Vision	See Note 1	1.315	Per 1000 SF	0.317	1.00	8.4	$2,883	$10063
General Office	710	0.575	Per 1000 SF	0.317	1.00	8.4	$2,883	$4400
Medical	720	1.73	Per 1000 SF	0.317	1.00	8.4	$2,883	$13238

'Trip generation data based on local data. Collected by Ada County Highway District (ACHD) through individual assessment process. 2 Vehicle trips generated by commercial land uses typically have lower lengths than trips generated by residential or office land-uses. The U.S. Department of Transportation's Summary of Travel Trends: 2017 National Household Travel Survey states that the average trip length of shopping trips and other family/personal errands are approximately 32% shorter than the average trip lengths for all trips. The COMPASS 2012 Regional Household Travel Survey states that Home-Based-Shop trips are approximately 59% shorter than Home-Based-Work trips. Trip reduction factors of 75% (correlates with 25% decrease), 50%, and 25% were applied to land uses that are expected to have average trip lengths lower than 11.2 miles. These reduction factors were applied based on the guidance in the travel surveys and expected development patterns in the Mid-Star service area. Commercial and office-related development is expected to be centered on the SH 44 corridor and will result in trip lengths significantly shorter than trips that require travel external to the Mid-Star service area.

Section 2. This ordinance shall be in full force and effect after its passage, approval, and publication, according to applicable law.

Section 3. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 4. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this ____ day of _____, 2021.

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

ATTEST:

_____ _____

Steve Rule, Mayor City Clerk (or Deputy)

EXHIBIT “L”

ORDINANCE NO. 650

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 1, CHAPTER 16, SECTION 1-16-4, OF THE MIDDLETON CITY CODE, CONCERNING THE PARKS IMPACT FEES FOR THE CITY OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

WHEREAS, the City of Middleton has duly adopted an impact fee for park facilities within the City of Middleton; and,

WHEREAS, the City of Middleton desires to include the current impact fee per EDU number within the Middleton City Code for the sake of added clarity; and,

WHEREAS, this ordinance does not modify, amend, increase, or decrease the Middleton parks impact fee.

BE IT ORDAINED by the Mayor and Council of the City of Middleton, County of Canyon, State of Idaho:

Section 1. That Title 1, Chapter 16, Section 1-16-4 of the Middleton City Code is hereby amended as follows:

1-16-4: IMPOSITION AND COMPUTATION OF IMPACT FEES:

A. The development impact fee reflects the need for capital improvements to public facilities created by new development. Any application for a building permit enabling the construction and, in the case of construction that does not require a building permit, any building that takes place on or after the effective date hereof shall be subject to the imposition of impact fees in the manner and amount set forth in this chapter. The methodology adopted for the purpose of determining City parks impact fees shall be based upon the assumptions set forth in the impact fee study and pursuant to the following:

1. The development impact fee shall not exceed the proportionate share of the costs incurred or the costs that will be incurred by the City in the provision of system improvements to serve new development.

2. The proportionate share is the cost attributable to the new development after consideration by the City of the following factors:

a. Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;

b. Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;

c. That portion of general tax and other revenues allocated by the jurisdiction to system improvements; and

d. All other available sources of funding such system improvements.

3. In determining the proportionate share of the cost of system improvements to be paid by the developer, the following additional factors shall be considered:

a. The cost of existing system improvements within the service area or areas;

b. The means by which existing system improvements have been financed;

c. The extent to which the new development will contribute to the cost of system improvements through taxation, assessment, or developer or landowner contributions, or has previously contributed to the cost of system improvements through developer or landowner contributions;

d. The extent to which the new development is required to contribute to the cost of existing system improvements in the future;

e. The extent to which the new development should be credited for providing system improvements, without charge to other properties within the service area or areas;

f. Extraordinary costs, if any, incurred in serving the new development;

g. The time and price differential inherent in a fair comparison of fees paid at different times; and

h. The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The governmental entity shall develop a plan for alternative sources of revenue.

3. Based upon the foregoing, the current parks impact fee for the city of Middleton is as follows:

One thousand, seven hundred and twenty-five dollars, and no cents, ($1,725) *per* Equivalent Dwelling Unit.

…

Section 2. This ordinance shall be in full force and effect after its passage, approval, and publication, according to applicable law.

Section 3. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 4. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this ____ day of _____, 2021.

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

ATTEST:

_____ _____

Steve Rule, Mayor City Clerk (or Deputy)

EXHIBIT “M”

CITY OF MIDDLETON

FY'21 BUDGET REVIEW

8/31/2021

	2020-2021 - Un-audited				Amended	
Revenue	***Budget***	***Actual***	***Amt. Remaining***	***Amend***	***Budget Amt.***	***%***
General	$ 3,181,115	$4,053,313	$ (872,198)	$ 553,900	$ 3,735,015	-27%
Transportation	$ 2,934,319	$2,386,792	$ 547,527	$ -	$ 2,934,319	19%
Library	$ 275,445	$272,945	$ 2,500	$ -	$ 275,445	1%
Solid Waste	$ 617,127	$549,040	$ 68,086	$ 38,000	$ 655,127	11%
Water	$ 1,444,012	$2,188,622	$ (744,609)	$ -	$ 1,444,012	-52%
Waste Water	$ 3,635,428	$4,810,314	$ (1,174,887)	$ -	$ 3,635,428	-32%
Storm Water	$ 65,044	$56,609	$ 8,435	$ -	$ 65,044	13%
Impact	$ 754,268	$2,227,001	$ (1,472,733)	$ -	$ 754,268	-195%
TOTAL:	**$ 12,906,757**	**$ 16,544,636**	**$ (3,637,879)**	**$ 591,900**	**$ 13,498,657**	**-28%**
					Amended	
Expense	***Budget***	***Actual***	***Amt. Remaining***	***Amend***	***Budget Amt.***	***%***
General	$ 3,181,115	$ 3,100,390	$ 80,725	$ 553,900	$ 3,735,015	3%
Transportation	$ 2,934,319	$ 1,524,361	$ 1,409,958	$ -	$ 2,934,319	48%
Library	$ 275,445	$ 223,481	$ 51,964	$ -	$ 275,445	19%
Solid Waste	$ 617,127	$ 510,265	$ 106,862	$ 38,000	$ 655,127	17%
Water	$ 1,444,012	$ 675,361	$ 768,651	$ -	$ 1,444,012	53%
Waste Water	$ 3,635,428	$ 1,754,136	$ 1,881,292	$ -	$ 3,635,428	52%
Storm Water	$ 65,044	$ 5,278	$ 59,766	$ -	$ 65,044	92%
Impact	$ 754,268	$ -	$ 754,268	$ -	$ 754,268	100%
TOTAL:	**$ 12,906,757**	**$ 7,793,272**	**$ 5,113,485**	**$ 591,900**	**$ 13,498,657**	**40%**

Amendment Breakdown

Fund	Category	Amount
General Fund - Admin	c/c fees & engineering	$357,400
General Fund - Public Safety	Inspector fees	$63,500
General Fund - Building	Capital	$128,000
General Fund - Parks	c/c fees	$5,000
	Subtotal:	$553,900
Solid Waste	Franchise Payments & c/c fees	$38,000
	Grand Total:	$591,900

EXHIBIT “N”

ORDINANCE NO. 652
Sterling Lakes 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 I. 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 Sterling Lakes Annexation Application at a public hearing held on September 1, 2021.

Section 2. The following described property, commonly known as 0 Emmett Road (Tax Parcel #R38211012) comprising approximately 51.39 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 15th day of September, 2021.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this 15th day of September, 2021.

Attest:

Mayor Steve Rule

City Clerk

CITY OF MIDDLETON INCORPORATED APRIL 20, 1910 CANYON COUNTY, IDAHO

EXHIBIT A

A parcel of land being a portion of the SE 1/4 SE 1/4 and the SW 1/4 SE 1/4 of Section 5, Township 4 North, Range 2 West, Boise Meridian, Canyon County Idaho, more particularly described as follows:

BEGINNING at a found 5/8 inch diameter iron pin stamped "PLS 11575" marking the SW corner of said SW 1/4 SE 1/4, (South ¼ corner of said Section 5), from which a found brass cap marking the South east corner of said SE 1/4 SE 1/4, (South east corner of said Section 5), bears S. 89° 39' 59" E., a distance of 2666.28 feet;

Thence along the westerly boundary of said SW 1/4 SE 1/4, also being the easterly boundary and its extension of the Park Place Subdivision No. 4 as on file in Book 29 of Plats at Page 1 in the Office of the Recorder of Canyon County, Idaho, N. 01° 29' 32" E., a distance of 1323.53 feet to the Northwest corner of said SW 1/4 SE 1/4, (Center south 1/16 corner);

Thence along the Northerly boundary of said SE 1/4 SE 1/4, S. 89° 40' 37" E., a distance of 695.17 feet;

Thence S. 25° 06' 29" W., a distance of 508.51 feet;

Thence S. 30° 07' 28" W., a distance of 368.16 feet;

Thence S. 20° 43' 11" W., a distance of 197.61 feet;

Thence S. 56° 59' 37" W., a distance of 254.28 feet;

Thence S. 82° 57' 18" W., a distance of 40.20 feet;

Thence S. 01° 27' 58" W., a distance of 212.21 feet;

Thence N. 89° 40' 03" W., a distance of 1333.19 feet to the POINT OF BEGINNING.

This parcel contains 51.39 acres more or less.

EXHIBIT “O”

ORDINANCE NO.653
River Pointe 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 River Pointe Annexation at a public hearing held on September 1, 2021.

Section 2. The following described property, commonly known as 0 Duff Lane (Tax parcel #33935010A0), comprising approximately 14 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 15th day of September, 2021.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this 15th day of September, 2021.

Attest:

Mayor Steve Rule

City Clerk

CITY OF MIDDLETON INCORPORATED APRIL 20, 1910 CANYON COUNTY, IDAHO

EXHIBIT A

Part of the Northeast ¼ of the Southeast ¼, Section 8, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho described as follows:

Commencing at a found Brass Cap marking the East Quarter corner of Section 8, Township 4 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence S01°02'25"W 160.97 feet along the East line of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220" (said point being the Point of Beginning); thence S01°02'25"W 395.48 feet along the East line of said Section to a found 5/8" rebar marking the Northeast corner of Riverbend Ranch Subdivision; thence N89°31'08"W 1327.92 feet along the North line of Riverbend Ranch Subdivision to a found 5/8" rebar marking the Northwest corner of Riverbend Ranch Subdivision; thence N01°03'34"E 210.15 feet to a found 5/8" rebar; thence N55°36'50"E 606.49 feet to a found 5/8" rebar; thence S89°29'20"E 545.45 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S01°02'25"W 141.38 feet to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S85°35'51"E 288.66 feet to the Point of Beginning.

Parcel contains 610,007 square feet or 14.00 acres, more or less.