

AGENDA City Council Meeting City of Middleton, Idaho

Date: Wednesday July 19, 2023

Time: 5:30 p.m.

Location: City Hall Council Chambers – 1103 W Main Street

Call-to-order, Roll Call, Pledge of Allegiance, Invocation:

Action Item:

A. Approve Agenda

Information Item:

- 1. Introduction of Jacob Sherrer for MURA Mayor Rule
- 2. Sewer System overview Amy Woodruff, City Engineer.

Action Items:

- 1. Consent Agenda (items of routine administrative business)
 - a. Consider approving minutes for City Council July 5, 2023, Regular meeting.
 - b. Consider ratifying payroll for July 14,2023 in the amount of \$101,556.12.
 - c. Consider approving accounts payable through July 19, 2023, in the amount of \$311,839.95.
 - d. Consider authorizing the Mayor to accept the quote for the repair of a WWTP headworks pump not to exceed the amount of \$13,209.69. Mr. Van Gilder
- Consider authorizing the Mayor to enter into an agreement with the Bloomquist family to accept the donation of a tree to be planted on City property, the placement of a plaque to commemorate that donation, and a plaque to be placed on the back of the "Welcome to Middleton" sign located in Centennial Grove Park. – Mr. Van Gilder
- 3. Consider authorizing the Mayor to approve the Baer Design Group Inc. scope of work not to exceed the amount of \$34,000 to master plan River Walk Park. Mr. Van Gilder
- 4. Consider approval of the final plat for Estates at W. Highland, Phase #2. Ms. Stewart
- Consider approving Resolution No. 483-23: A Resolution declaring the value of certain real property intended for conveyance; and declaring the intent to convey said real property by exchange; and calling for a public hearing to be held to take public testimony concerning said proposed conveyance. – Mayor Rule
- 6. Public Hearing: Application by City of Middleton for rezone and comprehensive plan map amendment with respect to parcels owned by the City of Middleton (Parcel No. R33900010A0 Middleton Road (approx. 21 acres) and Parcel No. R33910010 (approx. 7 acres)). City is requesting City Council to rezone Parcel R33900010A0 from R-3 (Single Family Residential) to M-U (Mixed Use) and rezone Parcel No. R33910010 from A-R (Agricultural Residential) to M-U (Mixed-Use) in anticipation of a future mixed-use project to be known as the Mill Creek Plaza. City is also requesting that the designation of "Public" on the Comprehensive Plan Future Land Use Map be changed to "Mixed-Use." Ms. Stewart

- Consider approving Ordinance 678 OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, TO REZONE CERTAIN REAL PROPERTY SITUATED WITHIN MIDDLETON CITY LIMITS TO M-U (MIXED-USE); DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE. - Ms. Stewart
- 8. Consider adopting Resolution 482-23 PURSUANT TO IDAHO CODE § 67-6509(C), OF THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AN IDAHO MUNICIPAL CORPORATION, REPLACING THE FUTURE LAND USE MAP. - Ms. Stewart
- 9. Consider approving ORDINANCE 679 AMENDING TITLE 1, CHAPTER 15, SECTION 1-15-12, OF THE MIDDLETON CITY CODE, PERTAINING TO THE GENERAL REQUIREMENTS FOR VENDORS, SOLICITORS AND TEMPORARY MERCHANTS PERMITS AND AMENDING TITLE 4, CHAPTER 1, SECTION 4-1-1 OF THE MIDDLETON CITY CODE REGARDING BUILDING PERMIT REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. - Ms. Stewart
- 10. Consider approving the Summary of Ordinance 679 AMENDING TITLE 1, CHAPTER 15, SECTION 1-15-12, OF THE MIDDLETON CITY CODE, PERTAINING TO THE GENERAL REQUIREMENTS FOR VENDORS, SOLICITORS AND TEMPORARY MERCHANTS PERMITS AND AMENDING TITLE 4, CHAPTER 1, SECTION 4-1-1 OF THE MIDDLETON CITY CODE REGARDING BUILDING PERMIT REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH. - Ms. Stewart

Public Comments:

Mayor, Staff and Council Comments:

Adjourn:

Posted by:

ennica Revnolds. Deputy Clerk

Date: July 14, 2023, 5:00 p.m.

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

MIDDLETON CITY COUNCIL JULY 5, 2023

The Middleton City Council Meeting was called to order on July 5, 2023, at 5:32 p.m. by Mayor Steve Rule.

Roll Call:

City Council: Council President Kiser, Council Members Huggins and O'Meara were all present. Council Member Murray was absent.

City Attorney Mr. Hilty, City Administrator Ms. Crofts, Public Works Director Mr. Van Gilder, Treasurer Ms. Miles and Deputy Clerk Ms. Reynolds were present.

Pledge of Allegiance, Invocation: JoEllen Ringer

Action Items

A. Approve Agenda

Motion: Motion by Council President Kiser to approve the Agenda. Motion seconded by Council Member O'Meara and approved unanimously.

Action Item:

- 1. Consent Agenda (items of routine administrative business)
 - a. Consider approving Amended minutes for City Council May 3, 2023, Regular meeting.
 - b. Consider approving minutes for City Council June 21, 2023, Regular meeting.
 - c. Consider ratifying payroll for June 30, 2023, in the amount of \$107,939.55.
 - d. Consider approving accounts payable through June 23, 2023, in the amount of \$597,400.10.

Mayor Rule called the items. Council President Kiser said he has gone through the accounts payable in the packet and asked Council if they had questions regarding the accounts payable. Council Member Huggins asked about larger amounts. President Kiser said they were for previously approved projects and T-O Engineers changed their name to ARDURRA.

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

2. Consider approving Mayor's recommendation to appoint Jacob Sherrer to Middleton Urban Renewal Agency. – Mayor Rule

Mayor Rule called the item and explained there is an opening on the Urban Renewal Agency. After an extensive search he found a good candidate in Mr. Sherrer.

Motion: Motion by Council President Kiser to approve Mayor's recommendation to appoint Jacob Sherrier to Middleton Urban Renewal Agency. Motion seconded by Council Member O'Meara and approved unanimously.

3. Consider the request from Middleton School District to waive building permit and building plan review fees for 5 portable classrooms. Building permits BC23-000007 \$6,396.39, BC23-000008 \$3,642.69 and BC23-000009 \$7,532.87. – Ms. Crofts

Mayor Rule called the item and Ms. Crofts explained the fees being asked to be waived. Superintendent Gee also spoke to the request of the school district to waive the fees. Questions and discussion regarding City vs. District limits and percentage of those students living in each area ensued. Concern about setting a precedent was also discussed.

Motion: Motion by Council President Kiser to approve the request from Middleton School District to waive building permit and building plan review fees for 5 portable classrooms. Building permits BC23-000007 \$6,396.39, BC23-000008 \$3,642.69 and BC23-000009 \$7,532.87 in an amount not to exceed \$17,571.95. Motion seconded by Council Member O'Meara.

Discussion: Council Member Huggins is in favor of waiving the percentage that matches with the percentage of students not in city limits. But opposed to waiving the entire amount. Mr. Gee could not give that number.

Roll Call for vote: Kiser - Yes, Huggins - No, O'Meara - Yes. Motion passes 2 to 1.

4. Consider authorizing the Mayor to sign the FY2024 Local Transportation Project Grant Program Agreement Form needed for submission of the grant application for the SH44 and Cemetery Road Intersection Signalization project. – Mr. Van Gilder

Mayor Rule called the item and Public Works Director Mr. Van Gilder explained the agreement form. He believes the city will contend very well for this grant. Part of the reason for that is because the council approved the Eligibility Study completed earlier this year, that looked at the traffic intersection improvements. The findings of that study state that Cemetery Rd/SH44 intersection is the next intersection to be improved. The schedule with the grant aligns well with the timeline.

Motion: Motion by Council President Kiser to authorize the Mayor to sign the FY2024 Local Transportation Project Grant Program Agreement Form needed for submission of the grant application for the SH44 and Cemetery Road Intersection Signalization project. Motion seconded by Council Member O'Meara and approved unanimously.

5. Consider authorizing the Mayor to execute a change order to Hawkeye Builders, Inc. contract from the Hartley/SH44 Traffic Signal project to incorporate resurfacing an additional area within North Hartley in an amount up to \$21,293.05 as described in Hawkeye's correspondence dated June 26,2023. This work has been recommended by the City Engineer's office to address a deficiency in the North Hartley roadway immediately adjacent to the project. – Mr. Van Gilder

Mayor Rule called the item and Mr. Van Gilder explained the item which is to expand paving the north side of Hartley adjacent to Perfection Tire.

1. Motion: Motion by Council President Kiser to authorize the Mayor to execute a change order to Hawkeye Builders, Inc. contract from the Hartley/SH44 Traffic Signal project to incorporate resurfacing an additional area within North Hartley in an amount not to exceed \$21,293.05 as described in Hawkeye's correspondence dated June 26,2023. Motion seconded by Council Member O'Meara and approved unanimously.

Public Comments:

Benjamin Denowh: Asked questions about the Urban Renewal Agency and what it does? Ms. Crofts gave a brief explanation.

Patty Crawford: Thinks public comments should be at the beginning of the meeting. Agrees with waiving fees for school district.

Mike Graefe: Concerned about only dry classrooms being built for the modulars. *JoEllen Ringer:* Opposes Mill Subdivision under construction.

Mayor called a brief recess at 6:36 p.m. and the meeting resumed at 6:43 p.m.

Budget Workshop:

• Ms. Miles – Treasurer

Discussion about the budget. The workshop ended at 7:17 p.m.

Mayor, Staff and Council Comments:

President Kiser and Ms. Crofts will be out of town for the next meeting. Council Member O'Meara: Concerns about no parking curb & gutter painting, and fire hydrant locations.

Adjourn: Mayor Rule adjourned the meeting at 7:21 p.m.

ATTEST:

Mayor, Steve Rule

Jennica Reynolds, Deputy Clerk Minutes Approved: July 19, 2023



Public Comment Sign In

City Council - July 5, 2023

	Name	Address	Phone or Email	Topic/Agenda Item #
1	Benjamin Denowh	265 N Dewey	208-585-2788	Middleton Urban Renowal
2	Phely Crifed	8359 Sprig Cruk	sanjuenyts @ col.	School Res Ceice
3	MIKE GRANT	1889 RIDDER		
4	Jo Ellen Ruser	115E. BrdSt	208-600-4644	plannis
5				
6				
7				
8				
9				
10				



Xylem Water Solutions USA, Inc. Flygt Products

July 10, 2023

2707 S Saturn Way Boise, Idaho 83709 Tel 208-519-9341 Fax

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

Quote # R2023-IDA-0011 Project Name: (37) Individual Quotes Job Name: KSB KRT E100-251/164XS-S Repair

Xylem Water Solutions USA, Inc. is pleased to offer our confidential quotation for the following Flygt equipment and services.

KSB	Parts		
Qty	Description		Extended Price
1	Bearing Kit		\$ 218.43
1	Rotor with Shaft		\$ 4,628.98
1	Stator		\$ 4,133.58
1	Mechanical Seal Kit		\$ 707.12
1	Impeller; E 245		\$ 1,131.60
1	Moisture Sensor		\$ 34.08
1	O-ring Kit		\$ 34.08
1	Temperature Sensor		\$ 87.40
7	Stator Oil		\$ 87.15
3	Seal Oil		\$ 33.27
12	LABOR, SVC FLYGT, NO TAX	Z4-TP MODELS: 3000,7000,8000	\$ 1,560.00
		KSB Parts Price	\$ 12,655.69
		Total Price	\$ 12,655.69
		Freight Charge	\$ 554.00
		Total Price	\$ 13,209.69

Terms & Conditions

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

Purchase Orders:	Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms:	3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
-	See Freight Payment (Delivery Terms) below.
Taxes:	State, local and other applicable taxes are not included in this quotation.

FLYGT

a xylem brand

Back Charges:	Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Shortages:	Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Terms of Delivery:	PP/Add Order Position
Validity:	This Quote is valid for sixty (60) days.
Terms of Payment:	
	Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

B. Weymouth

Bill Weymouth Engineered Sales Phone: 208.813.7616 Cell: 208.401.5237 bill.weymouth@xylem.com





Xylem Water Solutions USA, Inc. Flygt Products

Customer Acceptance

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

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:	R2023-IDA-0011
Customer Name:	CITY OF MIDDLETON
Job Name:	KSB KRT E100-251/164XS-S Repair
Total Amount:	\$ 12,655.69
(excluding freight)	

Signature:	Name:
Company/Utility:	PO:
Address:	Date:
	Phone:
	Email:
	Fax:







Introducing the Xylem Preventative Maintenance Agreement

Don't forget to protect your new assets

Thank you for considering Xylem for your pumping equipment needs. We appreciate the significance of your purchase decision and want to ensure you get the most out of your investment. The most cost-effective way to do this is to sign-up for a preventative maintenance agreement (PMA) that we tailor to your specific requirements and budget. A Xylem PMA offers a proven method to extend your equipment life, prevent expensive repairs and minimize unplanned failures. It's also ensures you remain in compliance with environmental, health and other government regulations – critical to maximizing operation uptime.

Our Flygt Gold PMA Includes:

- One scheduled preventative maintenance service visit with multi-point inspection, 12 months after purchase and discounted access to Xylem's rental fleet
- An additional 12-month warranty when purchased with your new or replacement Flygt pump(s)
- The option to renew annually or on a multi-year basis following the first service visit
- Priority service on repairs and field service calls

* Flat-Rate Pricing is available for new and replacement Flygt models 3069, 3085, 3102, 3127, 3153, 3171, 3202, 3301 & 3315 starting at \$500 per pump.

Multi-year PMA packages are available as well. Contact your Xylem Sales Representative today for more information.



Visit our **PMA site** for more info

DONATION AGREEMENT

This Donation Agreement ("Agreement"), effective as of the _____ day of _____, 2023 ("Effective Date"), is made and entered into by and between THE CITY OF MIDDLETON, an Idaho municipal corporation, (the "City"), of 1103 W Main St, Middleton, ID 83644, and ______ (the "Donor"), of Plaque ______, for the use and benefit of the City of Middleton. Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

WHEREAS, Donor wishes to make a charitable gift to the City, as set forth in this Agreement.

WHEREAS, the City desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the mutual covenants herein, the Parties agree as follows:

AGREEMENT

1. <u>Gift</u>. Donor hereby pledges to the City for its use and benefit the following gift:

A plaque to be mounted to the back of the "Welcome to Middleton" sign located in Centennial Grove Park, commemorating the sign's creator.

(hereinafter, the "Gift").

- 2. <u>Delivery of the Gift</u>. The Gift will be delivered to the City upon execution of this Agreement. Delivery of the Gift to City by Donor shall constitute a complete and total disclaimer of any ownership interest in the Gift, as set forth in this Agreement.
- 3. <u>Use of the Gift</u>. The Gift shall be installed, by the City, at the following City park <u>Centennial Grove Park</u>. The exact location and the date of installation shall be subject to the complete and sole discretion of the City. The City will, to the extent reasonably possible, maintain the Gift at the location at which it is installed. The City may, in its complete and sole discretion, remove or relocate the Gift, or any part or portion thereof.
- 4. **<u>No Partnership: No Fiduciary Duties.</u>** Nothing contained in this Agreement shall be deemed or construed to create or constitute a partnership, joint venture or agency relationship between the Parties. No Party shall owe any other Party any fiduciary duty of any kind whatsoever, and no Party shall have authority to act for another Party.

- 5. **<u>Further Assurances.</u>** Each Party shall use reasonable efforts to implement the provisions of this Agreement, and for such purpose each shall, without further consideration, promptly execute and deliver or cause to be executed and delivered to the other Party such consents, documents or other instruments in addition to those required by this Agreement as the other Party may reasonably require to implement any provision of this Agreement.
- 6. <u>General.</u>
- a. <u>Governing Law</u>. This Agreement will be governed in all respects by the laws of the state of Idaho.
- b. <u>Entire Agreement</u>. This Agreement sets forth the full and complete understanding and agreement of the Parties relating to its subject matter, and supersedes any prior or contemporaneous negotiations, agreements, understandings and representations.
- c. <u>Amendment</u>. This Agreement may only be amended by a document signed by each Party affected thereby.
- d. <u>Severability</u>. If any provision of this Agreement is, or is deemed, invalid, illegal or unenforceable in any respect under applicable law, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- e. <u>Interpretation</u>. Where the context requires, words importing the singular will include the plural and vice versa, and words importing persons will include entities. Headings are for convenience of reference only.
- f. <u>Attorneys' Fees</u>. If any action is filed or instituted by a Party to interpret or enforce the terms of this Agreement, the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and costs.
- g. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts and each counterpart will be deemed an original and both of which will constitute one and the same instrument.

DONOR

CITY OF MIDDLETON

DONOR

Mayor

DONATION AGREEMENT

This Donation Agreement ("Agreement"), effective as of the _____ day of _____, 2023 ("Effective Date"), is made and entered into by and between THE CITY OF MIDDLETON, an Idaho municipal corporation, (the "City"), of 1103 W Main St, Middleton, ID 83644, and ______ (the "Donor"), of ______ Tree and Plaque for Roadside Park ______, for the use and benefit of the City of Middleton. Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

WHEREAS, Donor wishes to make a charitable gift to the City, as set forth in this Agreement.

WHEREAS, the City desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the mutual covenants herein, the Parties agree as follows:

AGREEMENT

1. <u>Gift</u>. Donor hereby pledges to the City for its use and benefit the following gift:

One (1) tree to be planted on City owned property adjacent to Roadside Park and the City's "Trolley" Facility along with a small (approx 4" x 8") plaque commemorating that donation.

(hereinafter, the "Gift").

- 2. <u>Delivery of the Gift</u>. The Gift will be delivered to the City upon execution of this Agreement. Delivery of the Gift to City by Donor shall constitute a complete and total disclaimer of any ownership interest in the Gift, as set forth in this Agreement.
- 3. <u>Use of the Gift</u>. The Gift shall be installed, by the City, at the following City park <u>Roadside Park & Trolley Building</u>. The exact location and the date of installation shall be subject to the complete and sole discretion of the City. The City will, to the extent reasonably possible, maintain the Gift at the location at which it is installed. The City may, in its complete and sole discretion, remove or relocate the Gift, or any part or portion thereof.
- 4. **<u>No Partnership: No Fiduciary Duties.</u>** Nothing contained in this Agreement shall be deemed or construed to create or constitute a partnership, joint venture or agency relationship between the Parties. No Party shall owe any other Party any fiduciary duty of any kind whatsoever, and no Party shall have authority to act for another Party.

- 5. **<u>Further Assurances.</u>** Each Party shall use reasonable efforts to implement the provisions of this Agreement, and for such purpose each shall, without further consideration, promptly execute and deliver or cause to be executed and delivered to the other Party such consents, documents or other instruments in addition to those required by this Agreement as the other Party may reasonably require to implement any provision of this Agreement.
- 6. <u>General.</u>
- a. <u>Governing Law</u>. This Agreement will be governed in all respects by the laws of the state of Idaho.
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DONOR

CITY OF MIDDLETON

DONOR

Mayor

×.



Mr. Jason Van Gilder City of Middleton, Idaho 6 North Dewey Avenue Middleton, Idaho 83644

RE: Proposal for Riverwalk Park Master Planning

Dear Mr. Van Gilder,

We are excited to provide you (Client) this Proposal with Master Planning services at Middleton, Idaho's proposed Riverwalk Park. Fees for each item are per the schedule below barring unforeseen circumstances.

No.	Task Item	Total Fee	Term
1	Park Master Planning	\$20,000.00	T&M Budget NTE
2	Floodway and Base Mapping	\$7,500.00	T&M Budget NTE
3	Environmental Consulting	\$6,500.00	T&M Budget NTE

Requirements prior to commencing work:

- 1. Signed Proposal.
- 2. Boundary/Topographic Survey in dwg format.
- 3. Architectural/Civil Site Plan in dwg format.
- 4. Utility Plans.

Assumptions:

- 1. This proposal is based on the plans provided by Client prior to writing this proposal.
- 2. Site, grading and drainage design and layout is provided by others.

1. Park Master Planning

BDG will coordinate with vested parties while developing the new park master plan. Efforts will include identifying floodway boundaries, understanding permitting requirements, identifying access points, outlining utility demands, outlining park uses and use areas, routing pathways and vehicular access while developing the park master plan. Finished park master plan will include a plan view rendering for presentation, project cost estimate, report and an autocad drawing for use in further developing permit packages and bid set packages in a separate scope.

2. Floodway and Base Mapping

Karl Gebhardt will contract with **BDG** to provide base and floodway mapping using 2019 LiDAR and existing FEMA floodway mapping for use in developing the park Master Plan.

3. Environmental Consulting

See attached proposal from Ecosystem Sciences.



Additional Services

When specifically requested, work not described above shall be performed as additional services. This work may include, but is not limited to:

- A. Construction Documents
- B. Permitting
- C. Applications

Mr. Van Gilder

We are pleased to be considered for this project and are looking forward to a productive working relationship with you. We are confident in our abilities to provide you with the high quality, functional, and aesthetically pleasing design that you require.

Services rendered above are billed monthly as time and materials are completed hourly per task. Should any portion of this work be canceled, **BDG** will not invoice for any services not completed.

If this proposal meets your approval, please sign and return one copy for our files. Client hereby acknowledges an opportunity to seek independent legal review of this Agreement and has either done so or has voluntarily waived the opportunity prior to signing.

The Clients' signature below will be considered an authorization to proceed with the work contracted through **Baer Design Group, LLC** and acceptance of the Terms and Conditions outlined herein.

Sincerely,

Brig Bar

APPROVED BY:

Name (Printed):_____

Company Name:_____

Signed:

Date:			

Title:______



SCHEDULE OF RATES 2023

Professional Services

Principal Landscape Architect	\$145/hr
Landscape Architect	
Irrigation Consultant	
Cad Designer	\$85/hr
Graphic Designer	

ECOSYSTEM SCIENCES

202 North 9th Street, Suite 400, Boise, ID 83702 | T 208.383.0226 | F 208.368.0184 | www.ecosystemsciences.com

Scope of Work: Wetlands Evaluation and Professional Opinion/Scoping for City of Middleton Proposed Park

Scope

The SOW for Ecosystem Sciences is to provide an evaluation of potential wetlands and other environmental permitting considerations associated with the proposed City of Middleton Park along the Boise River just downstream of the Middleton Road bridge of the Boise River (see attached map below). Based on the current project status of development, a precise SOW and estimate is not possible. Therefore, we are prosing a high-level site analysis, consultation and scoping effort as the first phase of this project.

Our current understanding of the site and project include the following:

- The project is planned on several parcels totaling approximately 157 acres along the Boise River.
- The project concept includes public park amenities, principally a boating put-in and take-out for floating the Boise River. This park function will require parking, ramps, bathrooms and other services. Other park amenities are likely to be included.
- The goal of Ecosystem Sciences SOW is to provide preliminary investigations and analysis of a permitting pathway for the City to develop the site in a timely and cost effect manner.
- Knife River is currently operating a gravel mine on the site. Site restoration is planned. A wetland delineation may be provided for this portion of the site as part of this effort.
- Consultation with the client, its consultants, and appropriate regulatory agencies will be required to devise an appropriate permitting pathways.

Approach:

We recommend the following approach and preliminary tasks for this project:

- 1. Gather readily available data on the site through a desktop analysis. This will provide a basic understanding of the project site's characteristics (data sources will include but not be limited to FEMA, NHD, NWI, USDA soils, USACE, IDFG, etc.). A recognizance-level field visit will be performed by one scientist over the course of one day to supplement the desktop analysis.
- 2. Work with the project team and the client to understand the desired project outcomes and their potential permitting needs.
- Begin pre-application consultation with USACE (and other key permitting agencies) following the first two steps. Given its location on the Boise River, a USACE 404 permit will likely be required. IDEQ, IDL, IDWR, the City of Middleton, and other agencies will likely be required to issue permits.
- 4. Ecosystem Sciences will produce a series of maps that will include likely wetlands and waters of the United States, FEMA floodplain and floodway boundaries, and a series of other maps that will provide information on special status species, hydrology, soils, etc. that will aid the project team in project design.
- 5. Ecosystem Sciences will meet with the project team on an as-needed basis.

6. Ecosystem Sciences will make recommended permitting pathways for the project. These pathways will contain estimates of costs, timelines, and likely obstacles associated with each pathway.

Timeline

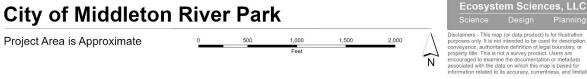
The timeline for the project is dependent on client decisions, planning process, and the permitting pathways chosen. Initial mapping, data gathering, study design, and consultation with the USACE could be performed immediately following execution of the SOW. The remainder of the timeline will be largely dependent on the design process and the City's decision making.

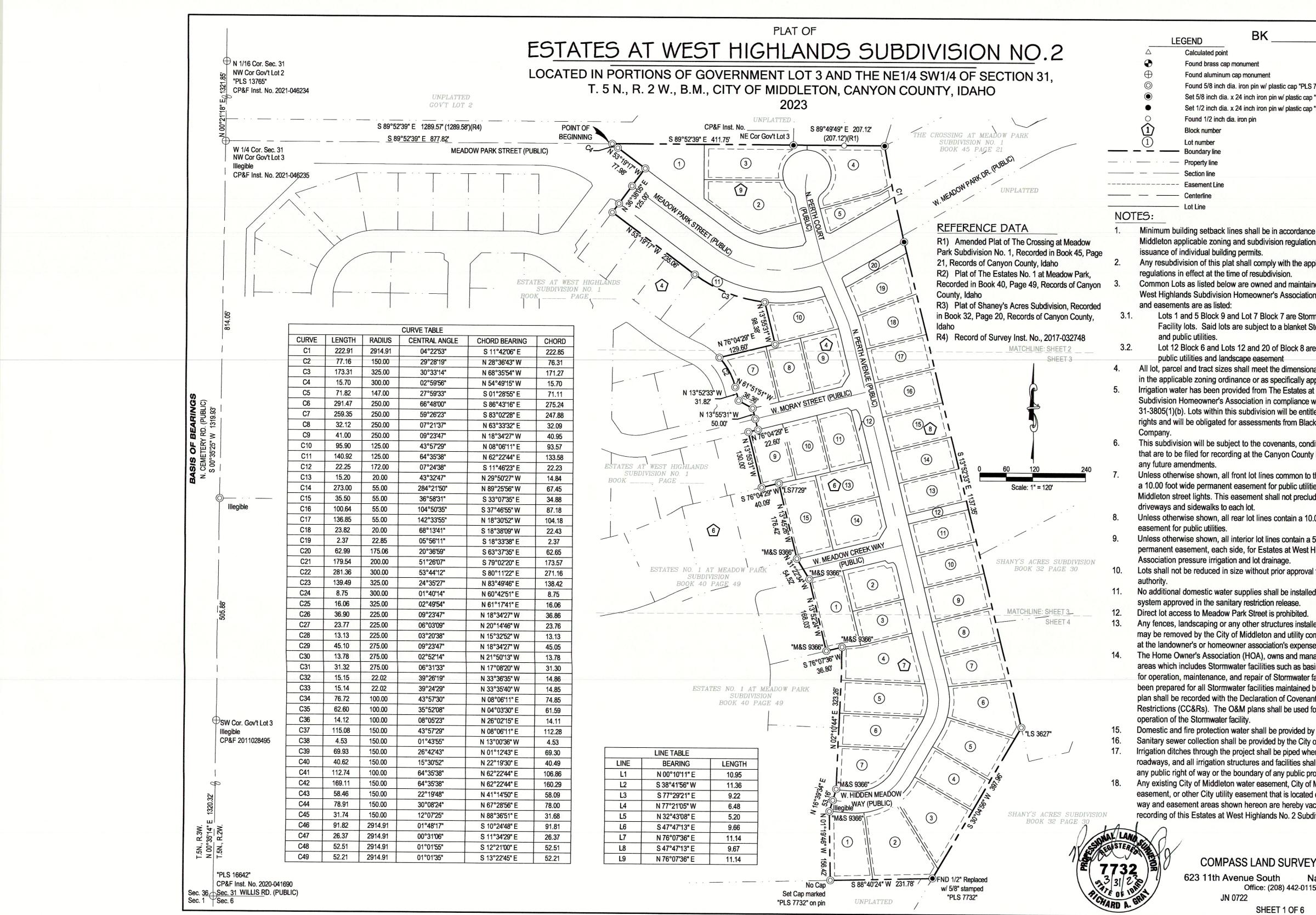
Budget

This project will be on a time and materials basis and is based on the fee structure outlined below. We propose an initial do-not-exceed budget of \$6,500 for the SOW based on the tasks outlined above. The primary people assigned to this project will be Derek Risso, Zack Herzfeld, and Conner Jackson. If the project requires additional work beyond the estimated \$6,500 budget, approval from the client would be required.

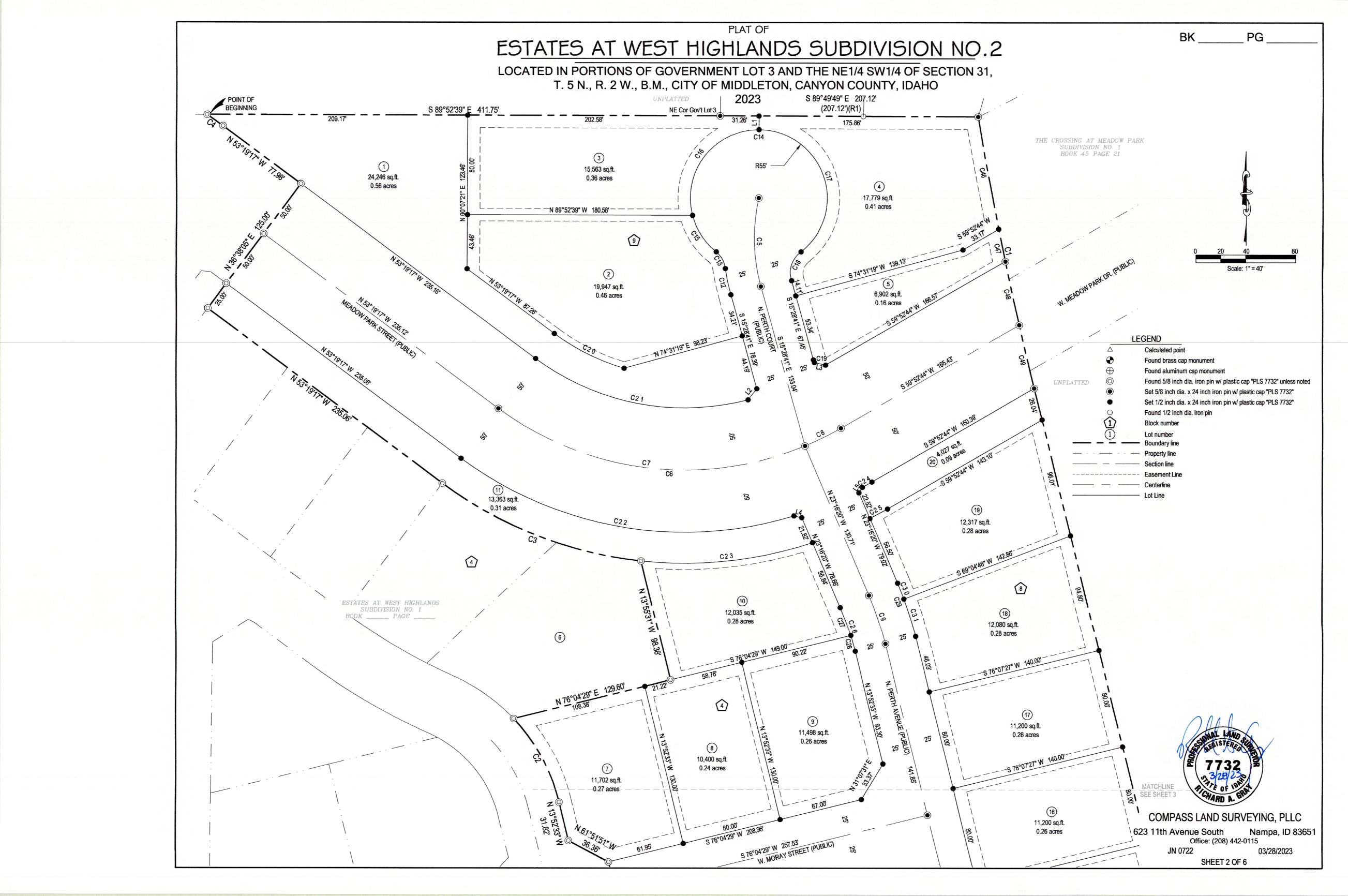
Ecosystem Sciences Staff Rate Schedule	Rate
Tim Maguire (GIS, modeling)	\$ 140.00
Derek Risso (Ecologist)	\$ 140.00
Zach Hill (Environmental Planner)	\$ 140.00
Zach Herzfeld (GIS analyst, Soils)	\$ 115.00
Conner Jackson (Environmental Specialist, vegetation)	\$ 75.00

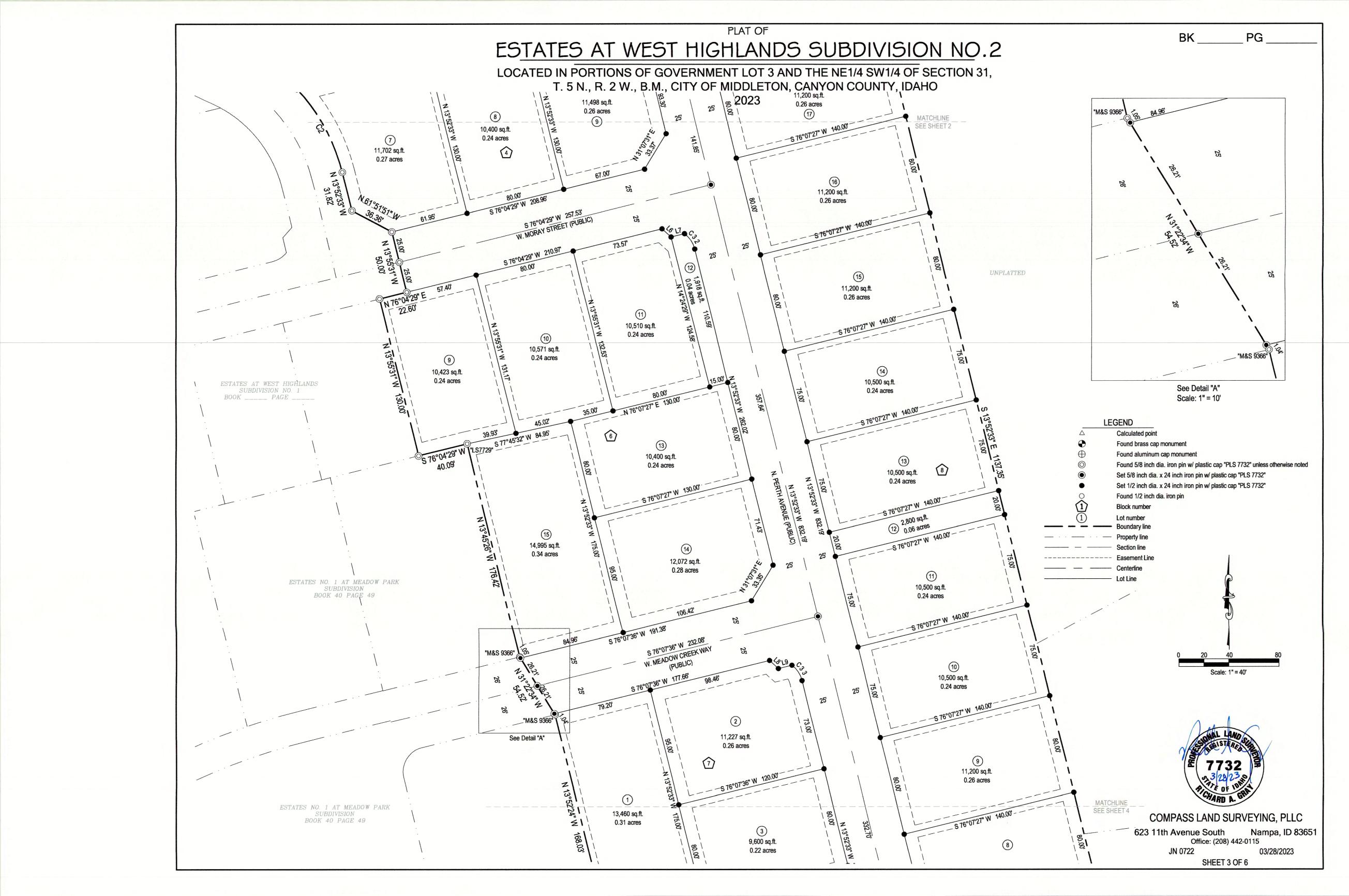


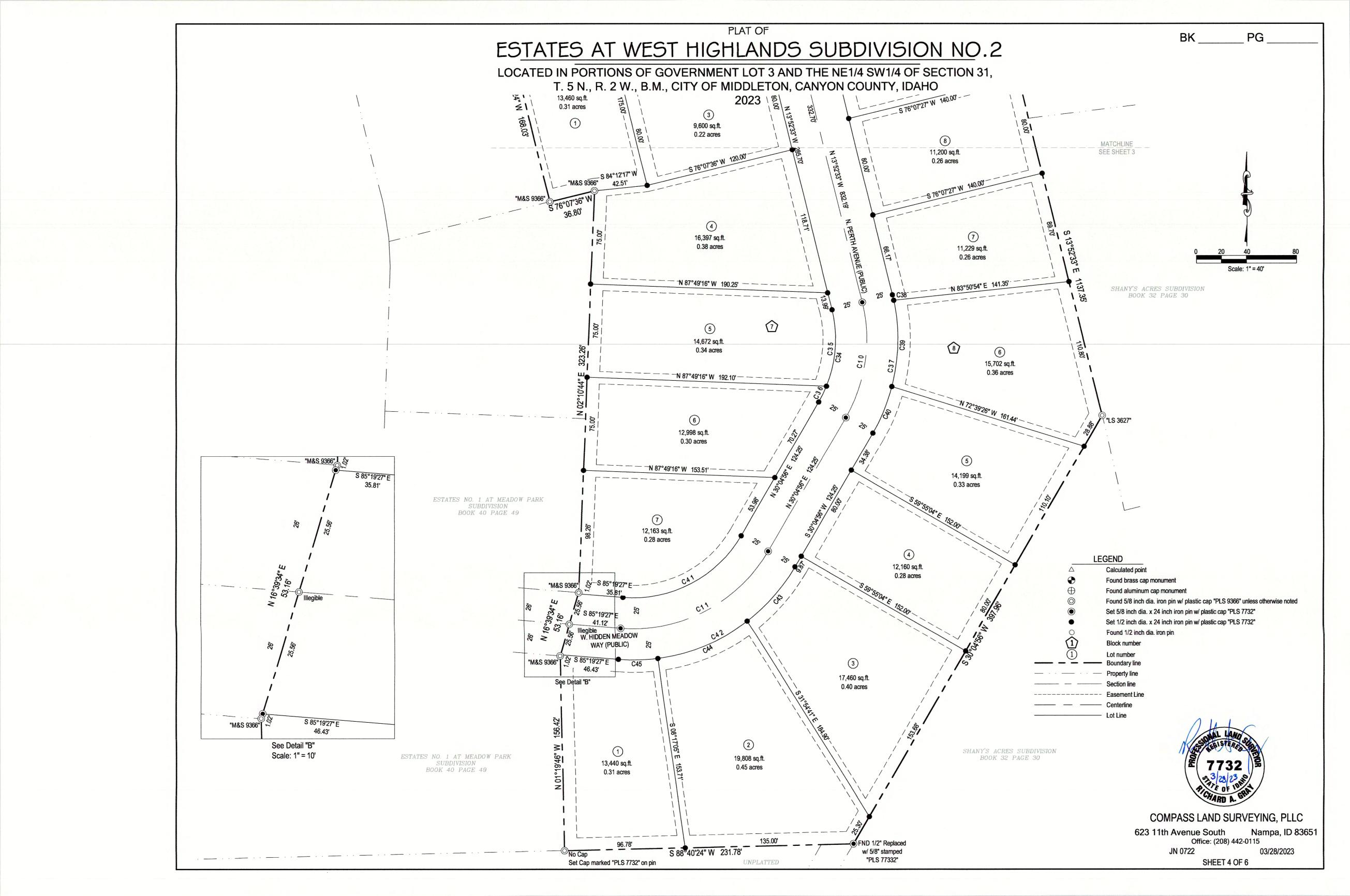




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CERTIFICATE OF OWNERS

Know all men by these presents that Donald G. Newell, Manager. of Estates 81, LLC. are the owners of a real parcel of land herein after described and that it is their intention to include said real property in this subdivision plat.

Know all men/women by these presents: that the undersigned is the owner of the real property hereafter described.

A parcel of land being a portion of the Government Lot 3 and a portion of the NE 1/4 SW 1/4 of Section 31, Township 5 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County Idaho, more particularly described as follows:

Commencing at a found 3 inch diameter aluminum cap stamped "W 1/4 CLS PLS 7732" marking the Northwest corner of said Government Lot 3, (West 1/4 corner of said Section 31), from which a found illegible aluminum cap marking the Southwest corner of said Government Lot 3, (South 1/16 corner corner); bears S. 00 35' 25" W., a distance of 1319.93 feet ;

Thence along the Northerly boundary of said Government Lot 3, S. 89 52' 39" E., a distance of 877.82 feet to a found 5/8 inch diameter iron pin stamped " CLS PLS 7732" marking the POINT OF BEGINNING:

Thence continuing along said Northerly boundary, S. 89 52' 39" E., a distance of 411.75 feet to a set 5/8 inch diameter iron pin stamped " CLS PLS 7732" marking the Northeast corner of said Government Lot 3;

Thence along the Northerly boundary of said NE 1/4 SW 1/4, S. 89 49' 49" E., a distance of 207.12 feet to a set 5/8 inch diameter iron pin stamped " CLS PLS 7732":

Thence leaving said Northerly boundary a distance of 222.91 feet along the arc of said curve left, having a radius of 2914.91 feet, a central angle of 04 22' 53", the long chord of which bears S. 11 42' 06" E., a distance of 222.85 feet a set 5/8 inch diameter iron pin stamped " CLS PLS 7732";

Thence S. 13 52' 33" E., a distance of 1137.35 feet to a found 5/8 inch diameter iron pin stamped "LS 3627"; Thence S. 30 04' 56" W., a distance of 397.96 feet to a found 1/2 inch diameter iron pin with no cap, replaced with a set 5/8 inch diameter iron pin stamped " CLS PLS 7732";

Thence S. 88 40' 24" W., a distance of 231.78 feet to a found 5/8 inch diameter iron pin with no cap, set cap stamped "CLS PLS 7732"; Thence N. 01 19' 46" W., a distance of 156.42 feet to a found 5/8 inch diameter iron pin with cap stamped "M&S PLS9366"; Thence N. 16 39' 34" E., a distance of 53.16 feet to a found 5/8 inch diameter iron pin with cap stamped "M&S PLS9366"; Thence N. 02 10' 44" E., a distance of 323.26 feet to a found 5/8 inch diameter iron pin with cap stamped "M&S PLS9366"; Thence S. 76 07' 36" W., a distance of 36.80 feet to a found 5/8 inch diameter iron pin with cap stamped "M&S PLS9366"; Thence N. 13 52' 24" W., a distance of 168.03 feet to a found 5/8 inch diameter iron pin with cap stamped "M&S PLS9366"; Thence N. 31 22' 34" W., a distance of 54.52 feet to a found 5/8 inch diameter iron pin with cap stamped "M&S PLS9366"; Thence N. 13 45' 26" W., a distance of 176.42 feet to a found 5/8 inch diameter iron pin with cap stamped "PLS7729"; Thence S. 76 04' 29" W., a distance of 40.09 feet to a found 5/8 inch diameter iron pin stamped " CLS PLS 7732"; Thence N. 13 55' 31" W., a distance of 130.00 feet to a found 5/8 inch diameter iron pin stamped " CLS PLS 7732"; Thence N. 76 04' 29" E., a distance of 22.60 feet to a found 5/8 inch diameter iron pin stamped " CLS PLS 7732"; Thence N. 13 55' 31" W., a distance of 50.00 feet to a found 5/8 inch diameter iron pin stamped " CLS PLS 7732"; Thence N. 61 51' 51" W., a distance of 36.36 feet to a found 5/8 inch diameter iron pin stamped " CLS PLS 7732"; Thence N. 13 52' 33" W., a distance of 31.82 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 7732" marking the beginning of a tangent curve left;

Thence a distance of 77.16 feet along the arc of said curve left, having a radius of 150.00 feet, a central angle of 29 28' 19", the long chord of which bears N. 28 36' 43" W., a distance of 76.31 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence non tangent to said curve, N. 76 04' 29" E., a distance of 129.60 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 7732":

Thence N. 13 55' 31" W., a distance of 98.38 feet to a found 5/8 inch diameter iron pin stamped " CLS PLS 7732" marking the beginning of a non-tangent curve right;

Thence a distance of 173.31 feet along the arc of said curve right, having a radius of 325.00 feet, a central angle of 30 33' 14", the long chord of which bears N. 68 35' 54" W., a distance of 171.27 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 7732": Thence tangent to said curve, N. 53 19' 17" W., a distance of 235.06 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 7732":

Thence N. 36 38' 05" E., a distance of 125.00 feet to a found 5/8 inch diameter iron pin stamped "CLS PLS 7732"; Thence N. 53 19' 17" W., a distance of 77.98 feet to a found 5/8 inch diameter iron pin stamped " CLS PLS 7732" marking the beginning of a tangent curve left;

Thence a distance of 15.70 feet along the arc of said curve left, having a radius of 300.00 feet, a central angle of 02 59' 06", the long chord of which bears N. 54 49' 15" W., a distance of 15.70 feet to the POINT OF BEGINNING.

This parcel contains 16.36 acres more or less.

The Public Streets as shown on this Plat are Dedicated to the Public. The Public Utility and Drainage Easements are not Dedicated to the Public, but the right of Access to and use of Public Utility and Drainage Easements required to Service all Lots and Parcels within this Plat are Perpetually Reserved.

All Lots in this Subdivision will be Eligible to receive Water Service from the City of Middleton, and the City of Middleton has agreed in writing to serve all Lots within this Subdivision.

The Owner has provided Irrigation Water to each lot through a Pressure Irrigation System to be owned and maintained by the Estates at West Highlands Subdivision Homeowner's Association in compliance with Idaho Code Section 31-3805(1)(b). All lots will be subject to assessments from the Black Canyon Irrigation District.

In witness whereof, we have here unto set our hands this _____ Day of ______, 2022.

Donald G. Newell, Manager Estates 81, LLC.

PLAT OF

ESTATES AT WEST HIGHLANDS SUBDIVISION NO.2

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 AND THE NE1/4 SW1/4 OF SECTION 31. T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO

2022

ACKNOWLEDGMENT STATE OF IDAHO SS COUNTY OF CANYON

On this b day of May , in the year 20 22, before me, Donald G. Newell, personally appeared, known or identified to me to be the Manager of Estates 81, LLC., the LLC that Executed the Instrument or the person who Executed the Instrument on behalf of said Corporation and acknowledged to me that said Corporation Executed the same.

In witness whereof, I have hereunto set my hand and notarial seal the day last above

paullen Koma Notary Public for Residing at Boise 10 Commission expires 10/3/2024

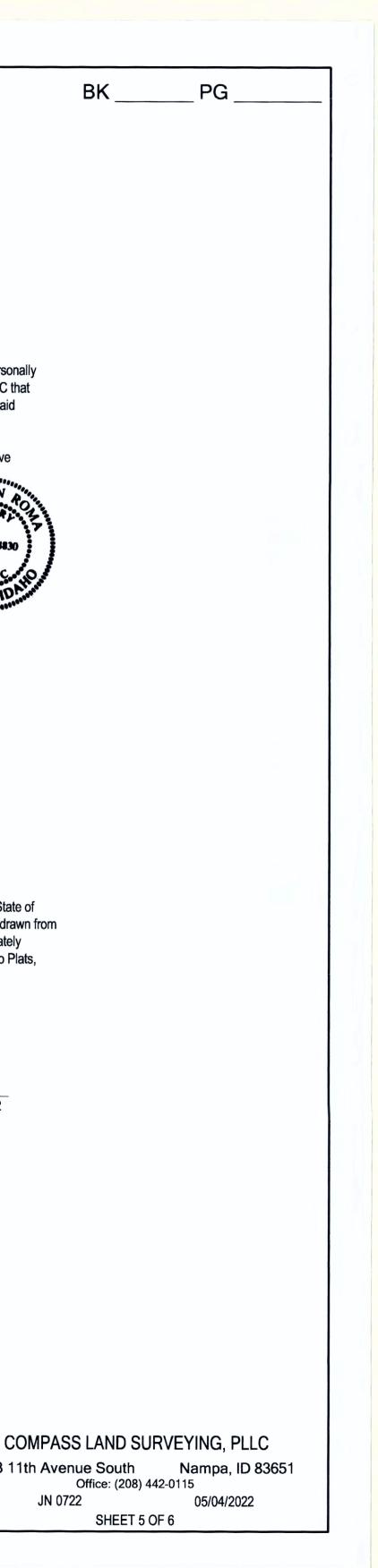


CERTIFICATE OF SURVEYOR

I, Richard A. Gray do hereby certify that I am a Professional Land Surveyor Licensed by the State of Idaho, and that this Plat as described in the Certificate of Owners and the attached Plat, was drawn from an actual survey made on the ground, made by me or under my direct supervision and accurately represents the points platted hereon: and is in conformity with State of Idaho Codes relating to Plats, Surveys and the Corner Perpetuation and Filing Act, Idaho Codes 55-1601 through 55-1612.

5/4/2022 P.L.S. LICENSE NO. 7732

623 11th Avenue South Office: (208) 442-0115 JN 0722



APPROVAL OF CITY COUNCIL

I, the Undersigned, City Clerk in and for the City of Middleton, Canyon County, Idaho, do hereby certify that at a regular meeting of the City Council held on the _____ day of ___ ____, in the year of 20____, this plat was duly accepted and approved.

City Clerk, Middleton, Idaho

Date

APPROVAL OF CANYON HIGHWAY DISTRICT NO. 4

Canyon Highway District No. 4 does hereby accept this plat, and the dedicated public streets, Highways, and Rights-of-Way as are depicted on this plat, in accordance with the provisions of I.C. 50-1312.

Chairman

Date

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Middleton and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Water and sewer line have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

District Health Department, EHS

5/9/2022 Date

PLAT OF

ESTATES AT WEST HIGHLANDS SUBDIVISION NO.2

LOCATED IN PORTIONS OF GOVERNMENT LOT 3 AND THE NE1/4 SW1/4 OF SECTION 31, T. 5 N., R. 2 W., B.M., CITY OF MIDDLETON, CANYON COUNTY, IDAHO 2022

APPROVAL OF CITY ENGINEER

I, the Undersigned, City Engineer in and for the City of Middleton, Canyon County, Idaho do hereby approve this plat.

City Engineer

Date

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, Professional Land Surveyor, in and for Canyon County, Idaho, do hereby Certify that I have checked this Plat, and that it complies with the State of Idaho Code relating to Plats and Surveys.

Canyon County Surveyor

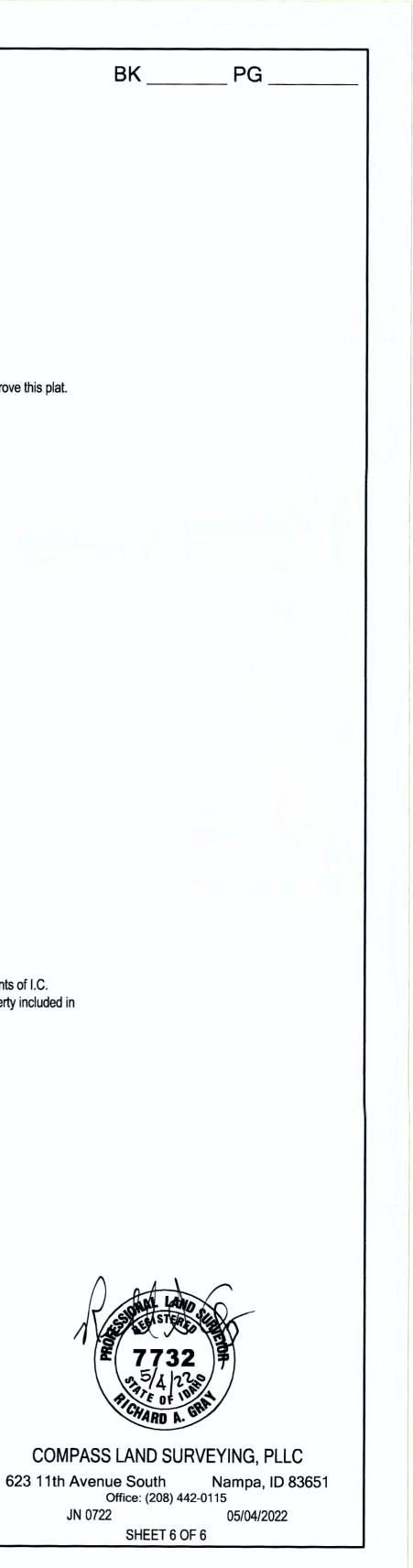
Date

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

County Treasurer

Date



RESOLUTION NO. <u>483-23</u>

RESOLUTION OF THE MIDDLETON CITY COUNCIL AUTHORIZING THAT CERTAIN REAL PROPERTY, LOCATED EAST OF THE KINGS AVENUE ALIGNMENT IN MIDDLETON, IDAHO, CONSISTING OF APPROXIMATELY 1.56 ACRES, BE DECLARED AS SURPLUS PROPERTY, DECLARING AN INTENT TO CONVEY, EXCHANGE OR OFFER FOR SALE SAID PROPERTY, AND TO DECLARE THE VALUE OR MINIMUM PRICE THE CITY INTENDS TO RECEIVE AS A RESULT OF SUCH CONVEYANCE.

WHEREAS, the City of Middleton is the owner of certain real property located to the East of the Kings Avenue alignment in Middleton, Idaho, consisting of approximately 1.56 acres, and more particularly depicted in red on Exhibit "A," attached hereto and made a part hereof by this reference (the "Subject Property");

WHEREAS, the Subject Property is adjacent to certain real property owned by Anchored Investments, LLC; and,

WHEREAS, a portion of said real property owned by Anchored Investments, LLC's is needed for the Middleton Road realignment project (the "Anchored Property"), more particularly depicted in green on Exhibit A; and,

WHEREAS, the City and Anchored Investments, LLC, have negotiated a proposed exchange of the Subject Property and the Anchored Property, subject to additional terms and conditions; and,

WHEREAS, the agreement setting forth said proposed exchange is attached hereto as Exhibit B; and,

WHEREAS, the City Council desires to declare the value of the subject property and, in accordance with Idaho Code § 50-1402, explain the intended exchange.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and City Council of the City of Middleton, that the Middleton City Council does hereby declare the subject property, more particularly described in Exhibit A, attached hereto and made a part hereof by this reference, as surplus property, and does hereby declare that it intends to enter into that certain Property Exchange Agreement, attached hereto as Exhibit B, which Property Exchange Agreement sets forth an explanation of the intended exchange and which agreement is incorporated herein by this reference as if set forth in full; and

AND, BE IT FURTHER RESOLVED, to set the date for the public hearing for the proposed disposition, which disposition shall be accomplished by entering into the aforementioned Property Exchange Agreement, at the Regularly Scheduled City Council Meeting to be held on

_____, ____, 2023, at 5:30 p.m., at the Middleton City Hall, 1103 W Main St, Middleton, ID 83644.

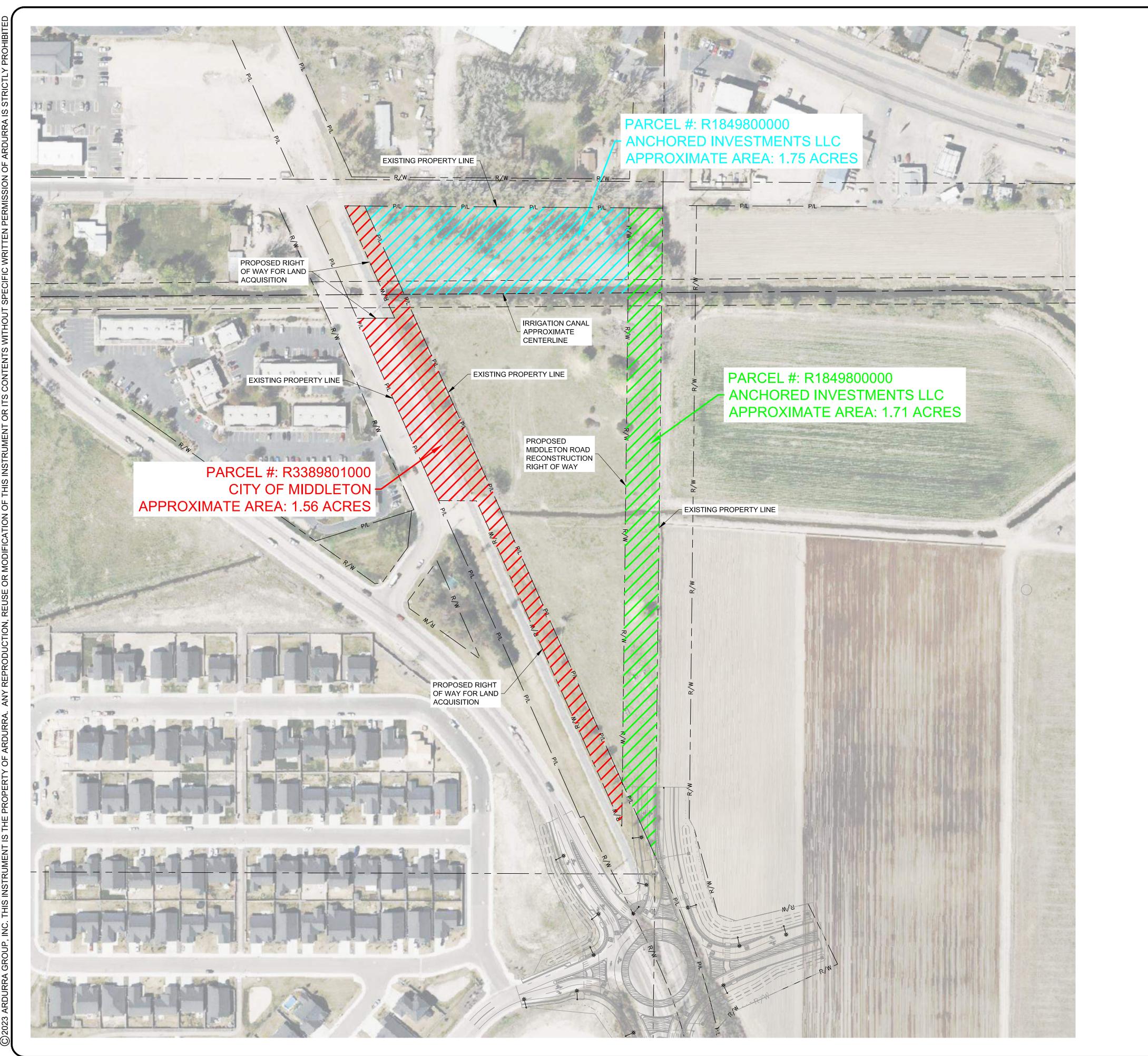
PASSED BY THE CITY COUNCIL, of the City of Middleton, Idaho, this _____ day of _____, 2023.

APPROVED BY THE MAYOR, of the City of Middleton, Idaho, this _____ day of _____, 2023.

ATTEST:

Mayor Steve Rule

City Clerk (or Deputy)





PROPERTY EXCHANGE AGREEMENT

This Property Exchange Agreement ("Agreement"), is made this _____ day of _____, 2023, between the City of Middleton, Idaho, an Idaho municipal corporation ("City") and Anchored Investments LLC, and Idaho limited liability company, including its successors and assigns ("Anchored"). The City and Anchored are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the City and Anchored desire to enter into a land exchange contract whereby the City and Anchored would exchange certain parcels of land, subject to certain promises and conditions set forth herein;

WHEREAS, the City is the owner of certain parcels of land (the "City Tracts") containing approximately 1.56 acres located in the City of Middleton, Idaho, which City Tracts are more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, Anchored is the owner of certain land (the "Anchored Property") containing approximately 7.99 acres located in the City of Middleton, Idaho, which Anchored Property is more particularly described and depicted on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to the promises, terms, and provisions contained herein, the City and Anchored desire to exchange a specified portion of the Anchored Property for the City Tracts.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I PROPERTY EXCHANGE

Section 1.1 – City Tracts. Subject to the terms, provisions, and conditions set forth in this Agreement, the City agrees to convey to Anchored the City Tracts as more particularly described in Exhibit A-1.

Section 1.2 – Anchored Lot. Subject to the terms, provisions, and conditions set forth in this Agreement, Anchored agrees to convey to the City the specified 1.71 acre strip on the east portion (the "Anchored Lot") of the Anchored Property as more particularly described in Exhibit A.

PROPERTY EXCHANGE AGREEMENT, Page 1

ARTICLE II CONDITIONS AND COVENANTS

Section 2.1 – To Be Fulfilled By the City:

- (A) The City agrees to do all that it can to facilitate the legal exchange of the Anchored Lot to the City and the City Tracts to Anchored, provided that such efforts by the City will comply with applicable law and will place no material risk on the City. The City will provide a property profile (or its equivalent) for the City Tracts from a title company as soon as reasonably possible.
- (B) Prior to Closing, the City shall approve an administrative lot split to separate the Anchored Lot from the remaining Anchored Property, of which the Anchored Lot is presently a part. The City agrees to cooperate with Anchored in this lotsplit process by timely providing reasonably requested information and by paying for the survey and related professional services.
- (C) The City shall concurrently approve an administrative lot split to permit Anchored to divide the remaining Anchored Property, after the Anchored Lot is transferred to the City, into a northern lot and southern lot, approximately as depicted on Exhibit A. If Anchored desires to split the Anchored Lot different than what is depicted on Exhibit A, then the City shall reasonably cooperate to permit Anchored to do so.
- (D) The City staff shall fully support any application by Anchored or its successors to rezone the remaining Anchored Property as C-3, which shall occur as soon as reasonably possible, provided that Anchored timely submits the rezone application and enters into a reasonable and simple development agreement in the form of the development agreement attached hereto as Exhibit B. The City agrees to process and calendar said rezone application with all reasonable haste and shall give it priority to expedite the processing thereof. The City agrees to pay for any rezone fees and expenses. The Parties agree that the terms of such development agreement shall not interfere or conflict with any of the terms or conditions contained in this Agreement. The City represents that that the Future Land Use Map currently shows the Anchored Property as mixed-use, which permits mixed and/or commercial uses. The City staff represent that the rezone of the Anchored Property to C-3 is consistent with the City's current Comprehensive Plan.
- (E) The City agrees to bear the cost and expense of any surveying or other professional services required by the City that are necessary to transfer the City Tracts to Anchored and the Anchored Lot to City.
- (F) The City agrees to maintain the parking, pathway, landscaping, and RV dump station presently located on the City Tracts in substantially similar conditions as

presently exist until such time as re-development work commences on the remaining Anchored Property.

- (G) The City agrees to grant a sufficient access easement off Kings Avenue for the southern split lot, the exact location of which will be subject to final approval based upon existing conditions at the time of such grant. Neither Anchored nor its successors in interest will be required to relocate the recreational vehicle sewer dump as a result of said access, even if such access overlaps with the current location of said sewer dump.
- (H) The City agrees to grant a sufficient access easement off Boise Street for both the northern and southern split lots.
- The City will not grant any vehicular access directly onto the realigned Middleton Road from any property owned by Anchored.
- (J) The City hereby confirms and agrees that there is no requirement, now or in the future, for any walking pathway easement (or similar easement or access) north of the Mill Slough drain ditch on the northern split lot, excluding regular frontage improvements along Boise Street.
- (K) Facilities for the retention of stormwater within the parcels will be designed according to code applicable at the time of the construction thereof; and facilities for the retention of stormwater from offsite improvements shall be designed and constructed according to code applicable at the time of the construction thereof, subject to the following conditions:
 - a. No regional stormwater collection facilities will be required to be installed on Parcel 1.
 - b. Such stormwater drainage pond shall be considered green space (or the equivalent) for development purposes.
- (L) The City agrees that Anchored will retain its current water and irrigation-related rights, including access points. The Parties agree that any irrigation pipes or physical access points located on the Anchored Lot that Anchored is conveying to the City may be relocated within the remaining Anchored Property in the sole discretion of Anchored so irrigation may continue without interruption. If such irrigation pipes or physical access points cannot be immediately relocated, then the City agrees to grant Anchored the necessary easements for uninterrupted water and irrigation access.
- (M) The City shall remain solely responsible for the operation and maintenance of the RV dump station located on the City Tracts. The City shall also remove the sewer dump at its cost (but shall not be obligated to relocate any other sewer facility) at the time that the lot on which said dump is located is developed by Anchored or its successors.

- (N) The City shall maintain all parking, landscaping, and pathway areas on the City Tracts (including the RV sewer dump) until Anchored, or its successors, develop the lots on which said parking, landscaping, and pathway areas are located and shall remain liable for any injury, damage or harm occurring thereon, unless the same is caused by the gross negligence of Anchored or its successors. For clarity, if the southern split lot is developed, the City will continue to maintain and insure the parking, landscaping, and pathway areas that become part of the northern split lot. The City agrees to maintain insurance to cover any such injury, damage or harm on the parking, landscaping, pathway, and RV dump station area, and the City further agrees to defend, indemnify, and hold harmless Anchored relating to any claimed or actual loss, injury, or damage arising from public use of the parking, landscaping, pathway and/or RV dump station areas until such time as the lot on which the parking, landscaping, pathway, or RV dump station is located is developed by Anchored or its successors.
- (O) Anchored has provided the City with a contractors estimate for moving all fences necessitated by this agreement in the amount of twelve thousand five hundred dollars (\$18,500). The City shall provide said amount to Anchored at closing, and Anchored shall be responsible for undertaking said work. The City shall not be responsible for the relocation or reconstruction of any fence, and Anchored shall ensure that all fences are relocated off of property that will be acquired by the City no later than thirty (30) days after closing.
- (P) In the event, upon final survey, the Anchored Lot is still larger than the City Tracts, the City shall pay to Anchored, at the time of Closing, an amount equal to seven dollars and ninety-five cents (\$7.95) per square foot that the Anchored Lot is larger than the City Tracts.
- (Q) Regardless of past, current or future code or precedent established by the City, the City acknowledges and agrees that the exchange and lot splits described in this Agreement shall not trigger any obligation or requirement for Anchored or any subsequent owner of any split lot to take any action including, but not limited to, purchasing, bonding, constructing, platting, surveying, or improving in any way roads, utilities, easements, infrastructure, or any other improvements until a preliminary plat or development application for the split lot is submitted to the City. The City acknowledges and agrees that once such a preliminary plat or development application or requirement pursuant to City code or other applicable law that cannot be waived by the City. By way of example, if Anchored develops the northern split lot, improvements would only be required along Boise Street where the specific split lot has frontage.

Section 2.2 - To Be Fulfilled by Anchored:

- (A) Anchored agrees to pay one application fee and 25% of one survey related to the aggregate work for the administrative lot splits contemplated in this Agreement, and the City acknowledges that there are no requirements for engineering (or similar work) to accomplish said lot split.
- (B) Unless otherwise specified in this Agreement, Anchored agrees to bear the costs associated with the rezone and development agreement applications.
- (C) Anchored acknowledges and agrees that a walking pathway will be required on the south side of the Mill Slough drain ditch consistent with the City's comprehensive plan.
- (D) Anchored agrees that the City shall retain the existing permanent utility easements located on the City Tracts. Anchored shall grant the City or other public utility provider an easement for the operation, maintenance, repair, and replacement any facilities presently in the right of way if no specific easement presently exists for said facilities. Said easements shall be twenty feet (20) wide, centered on the center line of any existing public utilities.
- (E) Anchored hereby grants an easement to the City for the purpose of operating, maintaining, repairing, and replacing the recreational vehicle sewer dump, landscape areas, and pathway, the locations of which are identified on Exhibit A, for use by the general public. Said easement shall terminate when the pathway along the southern boundary of the Mill Slough is constructed by Anchored or is successors in conjunction with the development of the southern split lot on the Anchored Property.
- (F) Boise Street curb, gutter, sidewalk, roadway, and associated improvements required of the eventual developer of the Anchored Property will be in substantial conformance with the improvements depicted on Exhibit C.

ARTICLE III CLOSING

Section 3.1 – Closing Date and Alternative Purchase. The closing of the property exchange, including all of the conditions and covenants described in Article II, between the Parties ("Closing") shall occur no later than October 19, 2023 ("Closing Date"), unless a later closing date is mutually accepted in writing by the Parties. The Closing will be held on a date and at a place mutually agreed by the Parties.

Section 3.2 - The City's Delivery of Documents:

- (A) Warranty deed(s) as necessary conveying the City Tracts to Anchored;
- (B) If elected by Anchored, an owner's title policy, issued at the City's sole cost and

expense, covering the City Tracts in an amount equal to the value of the land conveyed;

- (C) Written approval of the lot splits described in Sections 2.1(B) and 2.1(C);
- (D) Payment pursuant to Section 2.1(P);
- (E) A non-foreign affidavit or similar document as may be required under the Internal Revenue Code;
- (F) Possession of the City Tracts; and
- (G) Any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the City Tracts as provided herein.

Section 3.3 - Anchored's Delivery of Documents:

- (A) Warranty deed conveying the specified portions of the Anchored Lot to the City
- (B) If elected by the City, an owner's title policy, issued at Anchored's sole cost and expense, covering the specified portions of the Anchored Lot in an amount equal to the value of the land conveyed;
- (C) A non-foreign affidavit required under Section 1445 of the Internal Revenue Code;
- (D) Paid tax certificates showing that all property taxes for the Anchored Lot have been paid for the years prior to the year of Closing;
- (E) Possession of the Anchored Lot; and
- (F) Any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the specified portions of the Anchored Lot as provided herein.

Section 3.4 - Additional Closing Costs and Expenses:

- (A) The City shall pay for the cost of (i) any professional fees required by the City related to the property exchange, (ii) recording the deeds, (iii) any title company escrow fees, and (iv) all costs and expenses incurred by or on behalf of the City including the City's attorney's fees.
- (B) Anchored shall pay for costs and expenses incurred by or on behalf of Anchored including any Anchored's attorney's fees.
- (C) The parties shall pay any and all taxes for their respective properties in full for the 2023 calendar year.

ARTICLE IV MISCELLANEOUS

Section 4.1 – Integration. This Agreement contains the complete agreement between the Parties hereto and cannot be amended, modified or altered except by a written agreement properly executed by the City and Anchored.

Section 4.2 – Attorney's Fees. If either Party will be required to employ an attorney to enforce or defend the rights of such Party hereunder, the prevailing Party will be entitled to recover reasonable attorney's fees incurred in connection therewith.

Section 4.3 – Survival. Any portion of this Agreement not otherwise consummated at the Closing will survive the Closing as a continuing agreement by and between the Parties hereto.

Section 4.4 – Binding Effect. This Agreement will inure to the benefit of and will be binding upon and enforceable by the Parties hereto and their respective heirs, representatives, successors and assigns.

Section 4.5 – Law. This Agreement will be governed by and interpreted and construed under the laws of the State of Idaho and shall be enforced in Canyon County, Idaho.

Section 4.6 – Relationship of the Parties. Nothing contained herein is intended to create, nor will it ever be construed to make, the City and Anchored partners or joint venturers.

Section 4.7 – Required Performance. Time is of the essence in the performance of all terms and provisions of this Agreement. The Parties shall timely carry out all steps required to be performed and maintain all obligations set forth in this Agreement.

(signatures on following)

IN WITNESS WHEREOF the parties hereto have set their hands the day and year written below.

Date: 7/14/2023

Marcian Higginson Anchored Investments ISC By: Marcianne Higginson Its: Owner

STATE OF IDAHO

COUNTY OF ADA

On this <u>14</u>⁴ day of <u>July</u>, in the year 2023, before me the undersigned, a Notary Public in and for said State personally appeared <u>Marcianne M. HigginStr</u> known or identified to me to be the Owner of Anchored Investments LLC that executed the instrument.

) ss.

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

NOTARY PUBLIC FOR IDAHO Residence: <u>Eagle</u>, Idaho My Commission Expires: 07/17/2024

*SEAL

CITY OF MIDDLETON, IDAHO

Date:

By: STEVEN J. RULE Its Mayor

ATTEST:

Date:

BECKY CROFTS, City Clerk

STATE OF IDAHO)) ss. COUNTY OF CANYON)

On this ______ day of ______, 2023, before me the undersigned, a Notary Public in and for said State personally appeared Steven J. Rule known or identified to me to be the Mayor of the City of Middleton, Idaho that executed the said instrument, and acknowledged to me that such City executed the same.

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

NOTARY PUBLIC FOR IDAHO Residence: ______ My Commission Expires: _____

*SEAL

Draft ordinance too

After Recording, Mail To Middleton City Clerk 1103 W. Main Street Middleton, ID 83644

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho ("**City**"); and ______ (_____), individually and collectively referred to as Developer ("**Developer**").

RECITALS

WHEREAS, Developer owns approximately ______ acres of real property located at ______, Middleton, Canyon County, Idaho commonly referred to in Canyon County Assessor's records as Parcel No. _____, and legally described in Exhibit A attached hereto and incorporated herein ("**Property**"); and

WHEREAS, Developer intends to improve the Property with a commercialdevelopmentcommonlyknownas_______________according to the Middleton City Code and the City'spublic works standards at the time(s) the Property is improved; and

WHEREAS, the City has the authority 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 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 R-3 to City of Middleton C-3 (Commercial). 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 shall comply, in all respects, with the terms of that certain Property Exchange Agreement, a copy of which is attached hereto as Exhibit A.

3.2 Developer shall comply with all applicable City and State Code, ordinances, resolutions, and other applicable rules governing development of property and construction of buildings and facilities.

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 action and will cease uses not allowed or permitted in the R-3 zone.

Development Agreement – _____ Page 2 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 or is required to give to another party must be in writing and shall 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 in writing 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:	
------------	--

Development Agreement – _____ Page 3 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 non-prevailing 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 This 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 by the Mayor and City Clerk. After its execution, the Agreement shall be recorded in the office of the County Recorded at the expense of the City.

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

5.6.1 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.

5.6.2 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 ______, 2023 and effective upon annexation and rezoning of the Property.

CITY OF MIDDLETON

ATTEST

By: ____

Steven J. Rule, Mayor

By: _____ Becky Crofts, City Clerk

State of IDAHO)

SS.

County of Canyon)

I, a notary public, do hereby certify that on this _____ day of _____, 2023, 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: _____

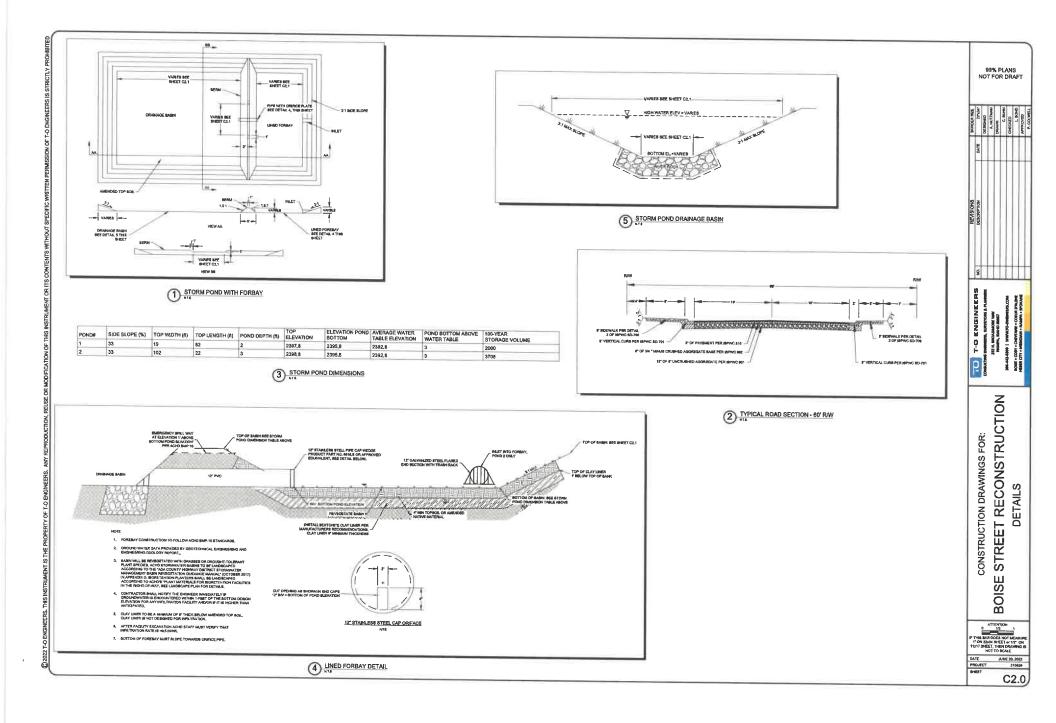
DEVELOPER:

By: _____

State of Idaho) ss.

I, a notary public, do hereby certify that on this <u>day of</u> 2023, personally appeared before me ______, who declared that he/she signed this Development Agreement in the capacity of ______ for_____.

> Notary Public My Commission Expires: _____





Mill Creek Plaza Rezone & Comprehensive Plan Map Amendment

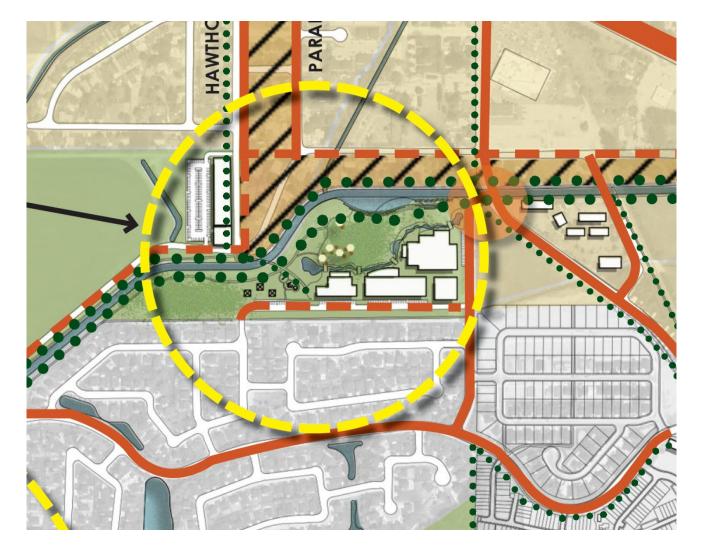


A. City Council Hearing Date: July 19, 2023

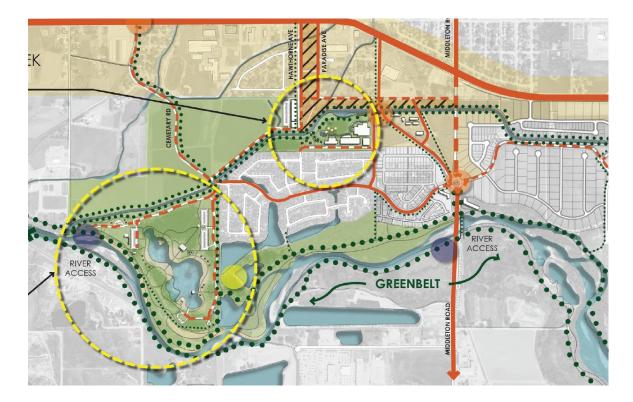
B. Application Request & Project Description: City application for rezone of two parcels owned by the City of Middleton (Parcel No. R33900010A / 0 Middleton Road (approx. 20.75 acres) and Parcel No. R33910010 (approx. 7 acres)). City Staff is

requesting the governing boards to rezone the propertie from R-3 (Single Family Residential) and A-R (Agricultural Residential) to M-U (Mixed-Use) to pave the way for a future mixed-use project known as the Mill Creek Plaza. The Rezone request will also require a change to the Comprehensive Plan's Future Land Use Map ("FLUM") to change the designation on the FLUM from "Public" to "Mixed Use".

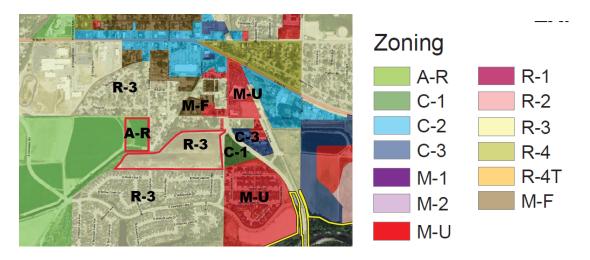
The new City Plaza is intended to be a gathering place that will be in the heart of the City's planned "River Walk District." The new plaza may have restaurants, retail, office, and possibly some residential components that will create a vibrant place for residents of Middleton to visit, live, shop, work and play. The plaza will provide plaza areas for relaxing and event areas for winter play, summer play, concerts, markets and other outdoor events.



The Mill Creek Plaza will also tie into the five to six miles of River Walk pathways that lead to the 98 acre River Walk Park and Boise River greenbelt trail.



C. Current Zoning, Land Use & Property Condition: Currently the project parcels are vacant land zoned R-3 (Single Family Residential) and A-R (Agricultural Residential). City leases the property to a farmer to grow alfalfa. The parcels are surrounded by a variety of zones, including some zones with high density: M-F (Multi-Family), C-3 (Heavy Commercial), C-1 (Neighborhood Commercial), M-U (Mixed Use), R-3 (Single Family Residential) and A-R (Agricultural Residential).



A rezone to Mixed Use will allow commercial uses such as retail, restaurants, banks, spas, art studio, entertainment facilities, professional services, office...etc. Mixed Use zoning also accommodates single family residential housing and townhomes. Apartments or multi-family dwellings are strictly prohibited in the M-U zone.

Use ^{1,2}	A-R	C-1	C-2	C-3	M-1	M-2	R-1	R-2	R-3	M-F	M-U
Monument works				S	A	A					
Mortuary			A	A	A						S
Motorcycle/motocross track					S	A					
Multi-family dwelling (exceeding 2 dwelling units per building) (apartments)										S	
Nursery, vegetation	A ⁷										
Office or laboratory, medical, dental, vision, professional		A	A	A	A						A
Outdoor display of merchandise (except vehicles requiring titles		S	S	S	S	S					S

- **D. City Services:** Water and sewer are immediately adjacent to the property on three sides and transect the property right below the drain and pedestrian bridge, so City Services are readily available to the site.
- E. **Rezone**: Applicant is requesting that the 20.75 acre parcel that is currently zoned R-3 be rezoned to M-U and requesting that the seven acre property that is currently zoned A-R be rezoned to M-U.

An application for rezone requires two findings before the Council can approve the rezone: (1) the rezone will not adversely affect the City's delivery of services and (2) the rezone request is not in conflict with the Comprehensive Plan. (Idaho Code 67-6511)

FINDINGS:

Planning Staff finds that the rezone will not adversely affect the City's ability to deliver services because it is an in-fill project that is surrounded by City roads, schools, infrastructure, and utilities, including sewer and water.

Planning Staff also finds that the rezone request is in harmony with the Comprehensive Plan. Specifically, the rezone is in compliance with the following Goals & Strategies:

Goal 7: The rezone and subsequent project will "invite commercial development that provides employment opportunities for residents."

Goal 8: The project will "promote a vibrant community" that attracts businesses and people. It will also improve the tourism economy in the City and will establish facilities that help utilize the river frontage and outdoor recreation areas.

Goal 9, Strategy 2: The project "<u>creates a river district between Whiffin Lane and</u> <u>Duff Lane south of Highway 44 and adjacent to the Boise River</u>".

Goal 10: Project "designs open spaces as part of large-scale developments and locates buildings near open, public spaces to promote activity".

Goal 22: Project "establishes interesting gathering places that encourage walkability and promotes good health and positive social interaction."

F. Comprehensive Plan Map Amendment: Although the rezone and future Plaza project are in harmony with the Goals and Strategies of the City's Comprehensive Plan, it does not fit squarely with the Future Land Use Map that shows the project parcels to be "Public." City Staff requests that the FLUM be amended to show the project parcels as Mixed Use, which is defined in the Comprehensive Plan as a combination of Commercial and Residential uses.



In order to amend the Comprehensive Plan Maps, Council must determine that the proposed amendment is in harmony with the Comprehensive Plan. (MCC 1-14-3)

City Staff finds that an amendment to the FLUM changing the project parcels from "Public" to "Mixed Use" is in harmony with the stated goals in the Comprehensive Plan. As shown above, the Comprehensive Plan contemplates a River District with commercial plaza and gathering place south of Hwy 44 between Whiffen and Duff Lane. Additionally, changing the FLUM from "Public" to "Mixed-Use" comports with Goals, 7, 8, 9, 10 & 22, as already stated above.

- **G. Comments Received from Surrounding Landowners:** Public Comments received via email are attached as Exhibit "A"
- H. Comments from Agencies: See Exhibit "B"
- I. Comments from City Engineer and Planning Staff: None N/A

J.	Notices & Neighborhood Meeting:	Dates:
	Newspaper Notification	7/2/2023
	Radius notice to adjacent landowners	6/27/2023
	Circulation to Agencies	6/27/2023
	Sign Posting property	6/26/2023
	Neighborhood Meeting	5/25/2023

K. Applicable Codes and Standards:

Middleton City Code 1-14 and 5-2, and Idaho State Statute 67-6511.

L. Planning & Zoning Recommendations: The P&Z Commission considered City's applications for Rezone and Comprehensive Plan Map Amendment at a public hearing held on June 12, 2023. The Commission recommended approval of both applications with no additional conditions of approval noted. (The FCR has not be approved and finalized because the July 10, 2023 P&Z Meeting was canceled.)

M. Conclusions and Recommended Conditions of Approval:

Per State law and the Middleton City Code, City Council's decisions on a land use application must be based upon findings of facts and conclusions of law.

As to Findings of Facts, Planning Staff has set forth findings of facts above in parentheses.

As to Conclusions of Law, Planning Staff finds that the Council has the authority to hear these applications and to recommend approval or denial of the applications. Additionally, Planning Staff notes that all public notice requirements were met. Planning Staff further set forth the portions of the Idaho State Code and Middleton City Code to be considered in making a recommendation on the applications.

Rezone and Comprehensive Plan Map Amendment Applications: If City Council is inclined to approve the applications, then Planning Staff and the P&Z Commission do not recommend any conditions of approval.

If the Council denies the applications, then Council should state what the applicant can do, if anything, to obtain approval. (Middleton City Code 1-14(E)(8)).

Prepared by Roberta Stewart Planning & Zoning Official Dated: 7/12/2023

EXHIBIT "A"

Public Comments

From:	Connor Southerton
То:	Roberta Stewart
Subject:	Neighborhood meeting for May 25th
Date:	Tuesday, May 16, 2023 3:02:57 PM

for the rezoning of the lots near Middleton Road and Middleton Lakes Subdivision.

I cannot make the meeting, but wanted it known as a resident of Middleton Lakes. I am for the rezoning of that area to mixed use. I am also for the park and river walk behind the subdivision. Thank you! Let me know if I can do anything else to help.

--

Connor Southerton, Middle School Minister eaglechristianchurch.com | 503.360.4198

?

From:	Brian Jordan
To:	Roberta Stewart
Subject:	Rezoning S. Hawthorne
Date:	Monday, May 15, 2023 10:17:24 AM

I am writing today about the cities plan to rezone South Hawthorne south of Donna st. I am 100% against this idea. We don't need any more traffic on Hawthorne. Paradise already has business on it, and the road already extends to the creek.

We do not need businesses North of mill creek. South of the creek is fine, but this is a quiet neighborhood that does not need the extra traffic and the potential crime related to more traffic.

Thank you for your time

Brian Jordan 313 Cindy Ave

From:	Sioux Danes
То:	Roberta Stewart
Subject:	rezone parcel number R33900010A0 AND R339100000
Date:	Thursday, May 25, 2023 3:45:58 PM
Attachments:	park.pdf

ABSOLURELY NOT!!!!!!

THIS IS TO BE PARK, NEEDS TO REMAIN BEING PARK, WE DO NOT NEED MORE HOUSES AND DEFINITELY NO MORE TRAFFIC!

FIRST THE MAYOR AND CITY COUNCIL PUT IN A ROCK QUARRY WHERE THE LOWER END OF THE PARK WAS TO BE WITHOUT NOTIFYING US AND NOW THIS!

YOU NEED MORE REVENUE, IT NEEDS TO BE BUSINESS IN A BUSINESS AREA. NOT STUFF MORE OF THIS DOWN OUR THROATS,

THEY ARE DESTROYING THIS PART OF OUR COMMUNITY AND THIS NEIGHBORHOOD. THIS IS JUST ONE OF THE SEVERAL INFARCTIONS THEY HAVE IMPOSED ON OUR NEIGHBORHOOD. I ALSO REALIZE THAT IT WAS BY DESIGN THAT YOU PICKED THIS DATE FOR THE MEETING, SCHOOL IS OUT TODAY, PEOPLE ARE ATTENDING GRADUATIONS, LEAVING TOWN FOR THE THREE DAY WEEKEND,

GUARANTEEING LOW ATTENDANCE TO THE MEETING... I AM TIRED OF THESE SIDEWAYS POLITICS

ATTACHED YOU WILL FIND A MAP OF THE PARK

KEEP IT A PARK!!!!

EXHIBIT B

Comments from Agencies

Communities in Motion (CIM) Development Review Checklist

						المسلمان المللح المسم		
Developn	nent Name:	Mill Creek					inain si	
CIM Vision Category:		Activity Ce	nter					
Consistent with <u>CIM</u> <u>Vision</u> ?		NO				=		
New Hou	seholds:	±160	New Jobs:	± 3	800	7	States R	2
								V ar
	Safety How safe and major road (m bicyclists and limited to exis	ninor arteria pedestrians	l or above) fo ? Analysis is	or		To what enable p	ic Vitality extent does the projec eople, government, ar es to prosper?	
	N/A					Econo Acces	omic Activity Center ss	
	Pedestrian			/A			ict on Existing bunding Farmland	\bigcirc
	Bicycle leve	el of stress	N	/A		Net F	iscal Impact	N/A
	Convenience What services miles (green) project?	are availab		,			of Life boxes indicate that al information is attach	ied.
	Nearest bus	sctop	6	\sim		Active	e Transportation	
		•	•	\otimes		Autor	nobile Transportation	on
	Nearest pul					Public	c Transportation	
	Nearest pul	uc park	6			Road	way Projects	
	Improves perf	ormance			improve or erformance		Reduces performan	се

Comments:

The estimated number of jobs exceeds growth forecasted for this area. However, the proposal is a mix of residential and retail, which can reduce congestion by decreasing the amount of single occupancy vehicle trips generated and encourage non-motorized travel. On Middleton Road, Valley Regional Transit (VRT)'s <u>Transportation Development Plan 2023-2027</u> shows a future express bus route connecting Middleton, Star, Meridian, and Caldwell (FR-017-0). The project is currently in preliminary development. Consider working with VRT staff to site a future stop location on Middleton Road.

Who we are: The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization for Ada and Canyon Counties. This review evaluates whether land developments are consistent with <u>Communities in Motion</u>, the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document. Past checklists are available <u>online</u>. See the <u>Development Review User Guide</u> for more information on the red, yellow, and green checklist thresholds.



https://compassidaho.org/

info@compassidaho.org



Complete Network Appendix

Checkmarks (\checkmark) below indicate suggested changes to a site plan, based on the <u>COMPASS</u> <u>Complete Network Policy (No. 2022-01)</u>. Both the Complete Network Policy and site-specific suggestions are intended to better align land use with identified transportation uses in the corridor. Please see the Complete Network <u>map</u> for primary and secondary uses for roadways (minor arterial and above) in Ada and Canyon Counties.

Corridor Name:	Middleton Road
Primary Use:	Public Transportation
Secondary Use:	Freight

Long-Term Funded and Unfunded Capital Projects

CIM Priority	Middleton Road (Cherry Lane to State Highway 44) &
Corridor:	State Highway 44 (Interstate 84 (Exit 25) to Star Road)

Widening Middleton Road (Cherry Lane to State Highway 44) to five lanes is the number 1 local system priority in *Communities in Motion 2050* and is unfunded.

A future study will determine transportation needs along State Highway 44.

More information on transportation needs and projects based on forecasted future growth is available at: <u>https://cim2050.compassidaho.org/projects-and-priorities/project-priorities/</u>

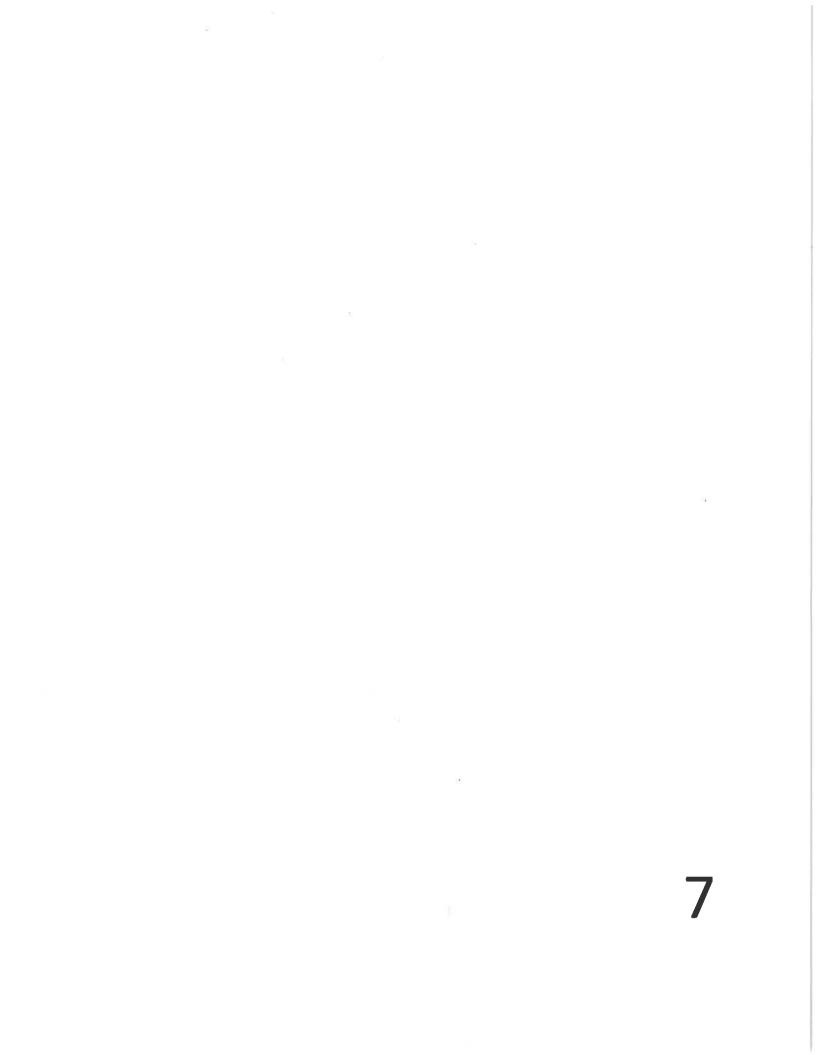
Short-Term Funded Capital Projects

Study (PEL), SH-44, I-84 to Star Ro		
Regionally Significant: Inflate		
Key # : 23630 Requesting Agency: ITD	Support	
Project Year: 2023		84
Total Previous Allocations: \$0		
Total Programmed Budget: \$3,000 Total Cost (Prev. + Prog.): \$3,000		
Project Description		

Conduct a Planning and Environmental Linkages (PEL) study to evaluate the environmental impacts of widening or realigning State Highway 44 between Interstate 84 and Star Road in Canyon County. (Included as a "hold." Construction is unfunded.)

Funding Source STBG-State			Program State Hwy - Early Development				Local Match 7.34%		
Cost Year*	Preliminary Engineering	Preliminary Engineering Consulting	Right-of-Way	Utilities	Construction Engineering	Construction	Total	Federal Share	Local Share
2023	0	3,000	0	0	0	0	3,000	2,780	220
Fund Totals:	0	3,000	0	0	0	0	3,000	2,780	220

Source: *The* COMPASS Transportation Improvement Program (TIP). *The TIP is a short-range (seven-year)* budget of transportation projects for which federal funds are anticipated, along with non-federally funded projects that are regionally significant and is available at: https://compassidaho.org/transportation-improvement-program/



ORDINANCE NO. 678 (Mill Creek Plaza Rezone to Mixed-Use)

AN ORDINANCE OF THE CITY OF MIDDLETON, CANYON COUNTY, IDAHO, TO REZONE CERTAIN REAL PROPERTY SITUATED WITHIN MIDDLETON CITY LIMITS TO M-U (MIXED-USE); 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. Applicant, City of Middleton, requested that property, commonly known as 0 Middleton Road (Tax Parcel R33900010A0), comprising approximately 20.72 acres, be rezoned from R-3 (Single Family Residential) to M-U (Mixed-Use) and that property, commonly known as Tax Parcel R33910010, comprising approximately 7 acres, be rezoned from A-R (Agricultural Residential) to M-U:

Legal description of Tax Parcel R33900010A0 is attached hereto as Exhibit "A," and the legal description for Tax Parcel R33910010 is attached hereto as Exhibit "B", both of which are incorporated herein by this reference as if set forth in full.

Section 2. That the Middleton City Council, upon recommendation of the Planning & Zoning Commission, and following the public notice and hearing procedures set forth in the Local Land Use Planning Act and Middleton City Code Title 1, Chapter 14, approved the City's application for Rezone at a public hearing held on July 19, 2023.

Section 3. That the City Engineer and the Planning & Zoning Director of the City of Middleton, Idaho, are hereby instructed to designate the same above described property on the official zoning map and other area maps of the City of Middleton, Idaho as zoned M-U.

Section 4. 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.

PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this ____th day of ______, 2023.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this ______day of ______, 2023.

[Signatures on following page]

Attest:

Steven J. Rule Mayor, City of Middleton

Middleton City Clerk

EXHIBIT "A"

Legal Description of Tax Parcel R33900010A0

EXHIBIT A

Legal Description – Parcel R33900010A0

A parcel of land located in Section 7, Township 4 North, Range 2 West of the Boise Meridian, Middleton, Canyon County, Idaho, being more particularly described as follows:

Commencing at the quarter corner common to Sections 7 and 8, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho; thence

North 89°48'48" West 1319.30 feet to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 7; thence

North 00°39'15" East 1076.54 feet along the East line of the West half of the Northeast quarter of said Section 7 to the Northeast corner of Middleton Lakes Subdivision No. 1, the Real Point of Beginning of this description; thence along the Northerly boundary of Middleton Lakes Subdivision No. 1 and Middleton Lakes Subdivision No. 2 the following:

South 59°32'15" West 20.27 feet to a point of curvature; thence 143.88 feet along a curve to the left, said curve having a radius of 140.00 feet, a delta angle of 58°53'00", a tangent of 79.02 feet and a chord bearing South 30°05'45" West 137.63 feet to a point of tangency; thence South 00°39'15" West 566.82 feet to a point; thence

North 89°49'53" West 2084.62 feet to a point on the centerline of the Mill Canal, leaving the boundary of Middleton Lakes Subdivision No. 2; thence

North 50°19'25" East 387.44 feet to a point of curvature; thence 214.90 feet along a curve to the right, said curve having a radius of 309.02 feet, a delta angle of 39°50'45", a tangent of 112.00 feet and a chord bearing North 70°14'47" East 210.60 feet to a point of tangency; thence

South 89°49'53" East 457.01 feet to a point of curvature; thence 181.79 feet along a curve to the left, said curve having a radius of 175.52 feet, a delta angle of 59°20'38", a tangent of 100.00 feet and a chord bearing North 60°29'49" East 173.78 feet to a point of tangency; thence

North 30°49'31" East 204.74 feet to a point of curvature; thence 273.06 feet along a curve to the right, said curve having a radius of 265.42 feet, a delta angle of 58°56'45", a tangent of 150.00 feet and a chord bearing North 60°17'54" East 261.18 feet to a point of tangency; thence

North 89°46'17" East 741.37 feet to a point on the East line of the West half of the Northeast quarter of said Section 7, leaving the centerline of the Mill Slough; thence

South 00°39'15" West 20.97 feet along said East line to the Real Point of Beginning.

The above described parcel contains 20.72 acres, more or less.

EXHIBIT "B"

Legal Description of Tax Parcel R33910010



June 9th, 2023

Legal Description – Parcel 2

Middleton ID

A parcel of land being a portion of Government Lot 3, Government Lot 4, Government lot 5 and the SE 1/4 of the NW 1/4 of Section 7 Township 4 North, Range 2 West, Boise Meridian, City of Middleton, Canyon County, Idaho, more particularly described as follows:

Commencing at the NW corner of said Government Lot 5, N 1/16 corner common to Section 12 T.4N., R.3W. and Section 7 T.4N., R.2W., said corner bears S02°22'24"W a distance of 1,312.10 feet from the NW corner of said Section 7; thence along the north boundary of said Government Lot 5 S89°55'31"E a distance of 1,240.39 feet to the NW corner of said SE 1/4 of the NW 1/4 of Section 7; thence along the north boundary of said Section 7; thence along the north boundary of said SE 1/4 of the NW 1/4 of Section 7 S89°54'47"E a distance of 766.29 feet to the SE corner of Lot 1 Block 1 of Sandra Corn Sloviaczek Subdivision as recorded by the Canyon County recorder on March 11, 1977 in Plat Book 15 at Page 28 also being the SW corner of Doran Corn Addition to Middleton, Idaho No. 1 as recorded by the Canyon County recorder on July 6th, 1971 in Plat Book 10 at Page 14 also being the Point of Beginning; thence continuing along the north boundary of said SE 1/4 of the NW 1/4 of Section 7 also being the south line of said Doran Corn Addition S89°54'47"E a distance of 559.77 feet to the NE corner of said SE 1/4 of the NW 1/4 of Section 7, center north 1/16 corner; thence along the east line of said Se 1/4 of the NW 1/4 of Section 7 S01°42'51"W a distance of 659.49 feet to a point on the south top of bank of the Middleton Mill Slough; thence along said top of bank of Middleton Mill Slough N88°49'35"W a distance of 371.25 feet; thence leaving said top of bank N14°30'42"W a distance of 673.94 feet to the Point of Beginning.

The above described parcel contains 7.00 Acres, more or less.



RESOLUTION 482-23

RESOLUTION PURSUANT TO IDAHO CODE § 67-6509(C), OF THE CITY COUNCIL OF THE CITY OF MIDDLETON, IDAHO, AN IDAHO MUNICIPAL CORPORATION, REPLACING THE FUTURE LAND USE MAP.

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 Middleton:

I. Map entitled "*City of Middleton Future Land Use Map*" set forth on page 66 of the Middleton Comprehensive Plan as the seventh of ten Comprehensive Plan Maps of the Comprehensive Plan of the City of Middleton, Idaho, adopted December 4, 2021, and amended on November 15, 2021, is hereby removed and is of no further effect. In lieu of the removed map, the following new "*City of Middleton Future Land Use Map*" is hereby substituted:

See Exhibit A 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 map on file in the office of the City Clerk.

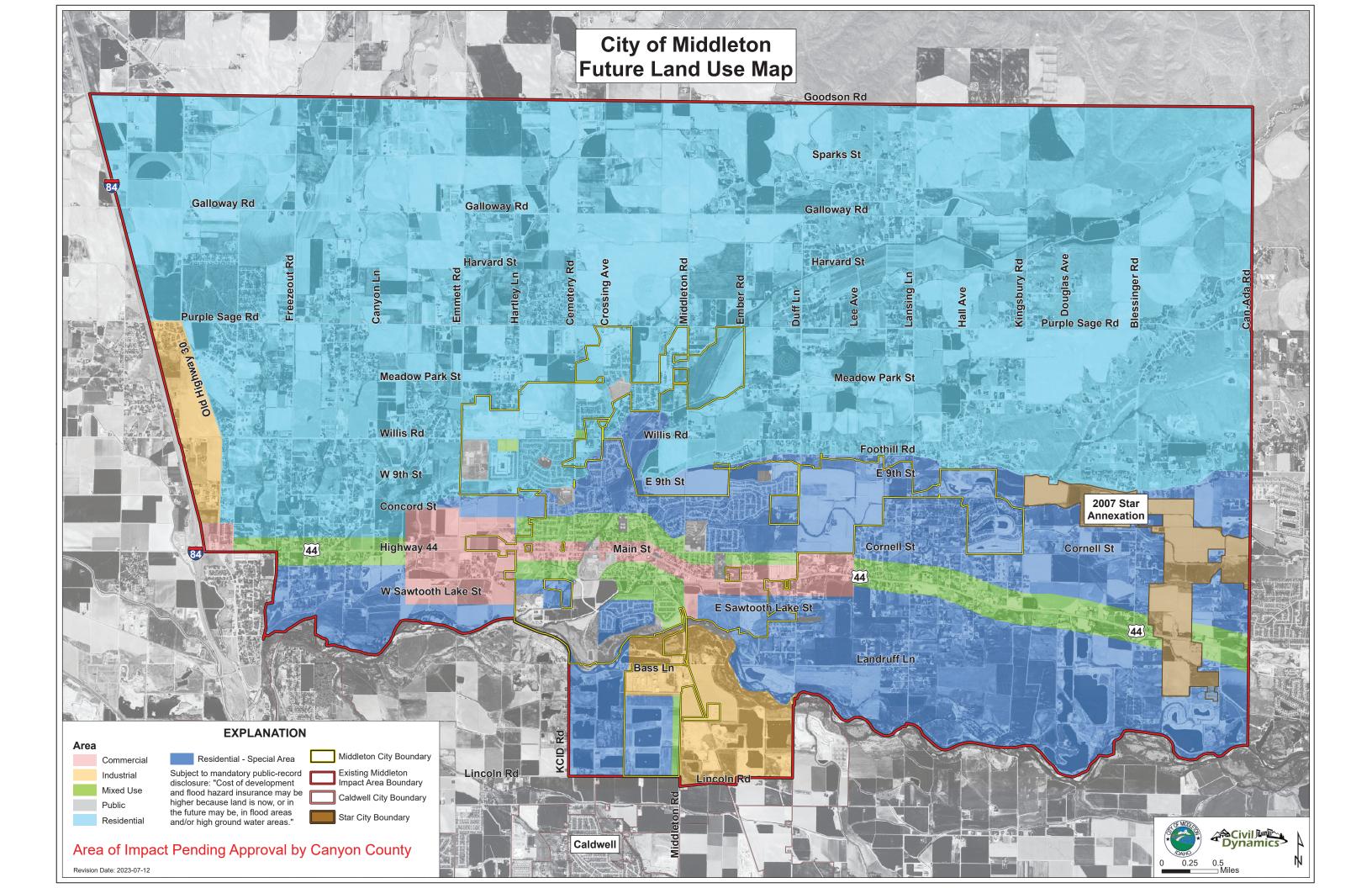
PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO, this _____ day of ______, 2023.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this _____ day of ______, 2023.

Attest:

Mayor Steven J. Rule

Becky Crofts City Clerk EXHIBIT "A"



ORDINANCE NO. 679

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 1, CHAPTER 15, SECTION 1-15-12, OF THE MIDDLETON CITY CODE, PERTAINING TO THE GENERAL REQUIREMENTS FOR VENDORS, SOLICITORS AND TEMPORARY MERCHANTS PERMITS AND AMENDING TITLE 4, CHAPTER 1, SECTION 4-1-1 OF THE MIDDLETON CITY CODE REGARDING BUILDING PERMIT REQUIREMENTS; 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 Middleton, County of Canyon, State of Idaho:

Section 1. That Title 1, Chapter 15, Section 1-15-12 of the Middleton City Code is hereby amended as follows:

1-15-12: VENDORS, SOLICITORS AND TEMPORARY MERCHANTS PERMIT:

In addition to all other regulations in this chapter, vendors, solicitors and temporary merchants shall be subject to the following:

A. <u>Application:</u>

<u>1.</u> All Applicants for a Vendors, Solicitors and Temporary Merchant Permit shall submit an application on a form prepared by the City and pay the application fee approved by City Council. The Vendors, Solicitors and Temporary Merchants Permit is an annual permit that expires every December 31st regardless of the date issued.

2. The provisions of this section shall not apply to:

a. <u>Traveling salespersons for local businesses:</u>

b. <u>Newspaper Subscriptions: The sale of a newspaper subscription in which the seller is</u> a person engaged in both the delivery and sale of the newspaper;

c. <u>School Students, Fundraising: The occasional sale of admission by local school</u> <u>students to a function of their school or fundraising sales by local service clubs and groups such</u> <u>as Elks, Kiwanis, Lions, Boy or Girl Scouts;</u>

d. Political Funds, Membership: Any political group seeking funds or membership;

e. Garage, Yard Sales: Garage, yard or similar sales by individuals at their residence or place of business not exceeding two (2) separate sales in one calendar year, not to exceed three (3) days each, which sales shall not include business inventory or items that have been purchased for the purpose of resale at another garage sale;

f. Special Events: Any activity conducted pursuant to a special events permit.

3. No. person shall be issued a license when that person:

a. Is under the age of 18 years old;

b. Is required to register as a sex offender, pursuant to the sexual offender registration notification and community right-to-know act, Idaho Code section 18-8301 et seq., and the juvenile sex offender registration notification and community right-to-know act, Idaho Code section 18-8401 et seq.;

c. Is currently on probation or parole for any felony.

d. Has had a similar license revoked by the City or any other City or County in the State of Idaho.

BA. Bond Requirement applicable to door-to-door solicitors only:

1. Amount; Guarantee: Before any City business registration is issued for engaging in the business of "vendor", "solicitor", or "temporary merchant", as defined in chapter 3 of this title:

a. Every individual shall deposit with the City a surety bond, a cashier's check or a letter of credit from a financial institution in the amount of one thousand dollars (\$1,000.00).

b. Every entity, which has employees or agents acting in the capacity of vendor, solicitor, canvasser or temporary merchant, shall deposit with the City a surety bond covering all such employees or agents and running to the City, or a cashier's check or irrevocable letter of credit in the amount of one thousand dollars (\$1,000.00) per employee or agent to a maximum of five thousand dollars (\$5,000.00). The surety bond must be one issued by an agent upon which service of process may be made in the State of Idaho.

2. Action Brought: Action on the surety bond, cashier's check or irrevocable letter of credit may be brought directly by any person damaged by a registrant's violation of any provision of this chapter.

3. Bond Reimbursement: After expiration of a City business registration, the City shall, upon application of the registrant, return the bond or cashier's check within sixty (60) calendar days after receipt of application for return, unless the City has been notified of the pendency of any claim or cause of action by any person upon the bond, cashier's check or irrevocable letter of credit.

<u>C</u>B. Restrictions:

1. Location: No registrant hereunder shall have an exclusive right to any location and shall not operate in any congested area, public road right-of-way, park or facility, or where his operations might impede or inconvenience the public, without written City authorization. For the purpose of this chapter, the judgment of a public safety officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced.

2. Zoning: Any business activity conducted by a registrant may only be conducted in an area of the City properly zoned for such activity.

3. Removal Of Trash: All trash or debris accumulating within twenty feet (20') of any vending stand shall be collected by the vendor and deposited in trash containers. All vendors selling food or beverages must provide trash receptacles adjacent to or as part of their stands.

4. Prohibited Areas: Vendor carts, stands, trailers and motor vehicles are prohibited within thirty feet (30') of a fire hydrant, fire escape, bus stop, loading zone, fire station, police station or hospital, and within public rights-of-way, unless otherwise permitted.

<u>D</u>C. Unlawful Conduct: No registrant hereunder shall:

1. Misrepresent the purpose of, or affiliation of those engaged in, the solicitation.

2. Continue efforts to solicit from an individual once that individual informs the solicitor that he does not wish to give anything to or buy anything from that solicitor.

3. Represent the issuance of any registration under this chapter as an endorsement or recommendation of the solicitation.

4. Enter upon any premises when the same is posted with a sign stating "No Peddlers Allowed" or "No Solicitation Allowed" or other words to such effect.

5. Commit fraud, make misrepresentations or false statements in the course of carrying on the business. (Ord. 594, 8-16-2017; amd. Ord. 609, 7-3-2018)

E. Revocation of License.

<u>1. City Administration and/or City Council have the power to revoke any license granted in accordance with this chapter for any of the following causes:</u>

a. Fraud, misrepresentation or false statement contained in the application or during the course of conducting business or trade;

b. Any other violation of this chapter;

c, Conviction of any crime or misdemeanor involving moral turpitude;

d. Conducting business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

F. Appeals.

Appeals may be submitted in writing to the Clerk's Office within five days of the denial of a license. The Clerk's Office shall have up to five days to determine the final disposition.

G. Requirements for Mobile Food Truck Service and Vending Carts/Trailers:

1. In addition to the requirements of this chapter, food truck vendors, including vending carts and trailers, must provide the additional documents:

a. Landowner permission to prepare and vend food from the landowner's parcel.

b. Southwest District Health license to vend from a food truck, cart or trailer.

c. Proof of inspection and approval from the Middleton Fire Rural District to vend from a food truck, cart or trailer.

d. Sanitary sewer plan, including plan for gray water disposal.

e. Workers' compensation insurance, general liability insurance with a minimum coverage of \$1,000,000.00 and automobile insurance with a minimum coverage of \$1,000,000.00.

2. Food Truck, Cart and Trailer Vendors must also comply with the following requirements:

a. Only one food truck/cart/trailer per tax parcel, except City may allow up to three such vendors at any City Park.

<u>b.</u> Hours for vending are 6 a.m. to 10 p.m., except in City Parks where the hours are dawn to dusk. No over-night parking is allowed, and all vending accoutrements must be removed at the end of the day.

c. No connections to City utilities.

<u>d.</u> No tables, chairs, benches or other furniture can be placed on site for sit-down dining.

e. No food trucks/carts/trailers on vacant lots unless the lot is paved with asphalt or concrete.

<u>f.</u> The maximum level of noise allowed for a generator that powers a food truck, cart or trailer is seventy (70) decibels.

g. Food trucks, carts and trailers shall have a clean appearance at all times.

<u>h.</u> Food trucks, carts and trailers cannot occupy parking stalls on a lot to the degree that the existing business on site will have less than the number of parking stalls required by MCC 4-5-11.

H. Enforcement Authority.

Any law enforcement officer or city licensing officer shall be authorized to enforce this chapter.

Section 2. That Title 4, Chapter 1, Section 4-1-1 of the Middleton City Code is hereby amended as follows:

4-1-1: GENERAL REQUIREMENTS:

. . .

N. Demolition Permit: A demolition permit is required from the City if a portion of a nonagricultural structure is to be demolished. No permit is required if an entire structure is to be demolished.

O. Street Frontage: If a building permit changes the use of a parcel, building or structure, or if it increases the intensity of the use, building, or structure, then frontage improvements for the road(s) bordering the project parcel will be required unless an exemption is granted pursuant to subsection "1" below. All required frontage improvements shall be in compliance with City codes and standards and the City's Supplement to the ISPWC in effect at the time of building permit issuance.

1. An exemption from the foregoing frontage requirements may be granted by the City if the Building Official determines that there is a lack of proportionality between the frontage improvements and the impact of development. The Building Official's decision to require frontage improvements may be appealed by submitting a written appeal to the City Clerk within ten (10) days of being notified in writing of the frontage requirement. City Council shall hear the appeal within forty five (45) days of the submittal of appeal and shall render a decision within thirty (30) days of the hearing on the appeal.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 4. 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 5. 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 _____, 2023.

APPROVED BY THE MAYOR OF THE CITY OF MIDDLETON, IDAHO, this _____ day of , 2023.

ATTEST:

Steven J. Rule, Mayor

City Clerk (or Deputy)

ORDINANCES OF THE CITY OF MIDDLETON NOTICE OF ADOPTION AND SUMMARY OF AMENDED AND RESTATED ORDINANCE NO. 679

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL, CITY OF MIDDLETON, COUNTY OF CANYON, STATE OF IDAHO, AMENDING THE MIDDLETON CITY CODE TITLE 1, CHAPTER 15, SECTION 1-15-12 REGARDING ADDITIONAL REQUIREMENTS FOR VENDORS, SOLICITORS AND TEMPORARY MERCHANTS AND AMENDING THE MIDDLETON CITY CODE TITLE 4, CHAPTER 1, SECTION 4-1-1 REGARDING BUILDING PERMITS AND REQUIREMENT OF FRONTAGE IMPROVEMENTS; 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 MIDDLETON, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. Amends Title 1, Chapter 15, Section 1-15-12 of the Middleton City Code by providing additional requirements for those seeking a Vendors, Solicitors and/or Temporary Merchants Permit.

Section 2. Amends Title 4, Chapter 1, Section 4-1-1 of the Middleton City Code by requiring frontage improvements if a building permit changes or intensifies the use on a parcel.

Sections 3 - 5. Provides that this ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law; provides for severability; repeals conflicting ordinances, resolutions, and orders.

Ordinance No. 679 provides an effective date, which shall be on the _____ day of _____, 2023. Ordinance No. 679 was passed by the Council and approved by the Mayor on the 19th day of July, 2023. The full text of the Ordinance is available at Middleton City Hall, 1103 W Main St, Middleton, ID 83644. The Mayor and City Council approved the foregoing summary on the 19th day of July 2023, for publication on the ______ day of ______, 2023, pursuant to Idaho Code § 50-901A.

Steven J. Rule, Mayor

Becky Crofts, City Clerk

STATEMENT OF LEGAL ADVISOR I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 679 and provides adequate notice to the public as to the contents of such ordinance.

DATED this _____ day of ______, 2023.

Douglas Waterman, Attorney for City of Middleton