



AMENDED AGENDA  
City Council Meeting  
City of Middleton, Idaho

Date: Wednesday July 21, 2021

Time: 5:30 p.m.

Location: **City Hall Council Chambers – 1103 W Main Street**

Call-to-order, roll call, Pledge of Allegiance, Invocation:

**Action Item:**

- A. Approve Agenda

**Information Item:**

- 1. Middleton South Cemetery Road Phase II Neighborhood Meeting Summary– Laura Bond, T-O Engineer

**Action Items:**

- 1. Consent Agenda (items of routine administrative business)
  - a. Consider approving minutes for City Council July 7, 2021 regular meeting.
  - b. Consider ratifying payroll for July 16, 2021 in the amount of \$104,155.23.
  - c. Consider approving accounts payable thru July 14, 2021 in the amount of \$252,777.31.
  - d. Consider approving FCO-River Pointe
- 2. Consider approving a request by Crossbridge Productions/Misfit Army for a Special Event Permit for Extreme Tour to be held in Piccadilly Park on July 23, 2021 from 5-9 p.m. – Matt Sapp
- 3. Consider approving annual (June 1, 2021-May 31, 2022) City Beer and Wine License for 208 Burger Q. – Becky Crofts
- 4. **Public Hearing:** Salary: The Mayor of Middleton shall receive a monthly salary of ~~three thousand~~ six thousand, five hundred dollars (~~\$3,000.00~~ \$6,500.00), and shall receive the same employee benefits as any full-time city employee, except for accrual of vacation or sick leave.
- 5. Consider adopting Ordinance No. 648 setting the Mayors monthly salary at six thousand five hundred dollars (\$6,500), and shall receive the same employee benefits as any full-time city employee, except for accrual of vacation or sick leave.

AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 1, CHAPTER 5, SECTION 1-5-1, OF THE MIDDLETON CITY CODE, CONCERNING THE SALARY OF THE MAYOR OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HERewith.
- 6. Consider approving additional services authorization to T-O Engineers, Inc Agreement for Blower Expansion project number 200555 in an amount not to exceed \$ 92,955.00 – Becky Crofts
- 7. Consider approving City of Middleton Logo Design Contest – Mayor Rule

8. Consider approving contract with OMCS, LLC for wastewater treatment plant operator services. – Becky Crofts

Budget Workshop FY 2022

**Public Comments, Mayor and Council Comments, Adjourn**

Posted by:   
Jennica Reynolds, Deputy Clerk

Date: July 20, 2021, 4:35 p.m.

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



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**MIDDLETON CITY COUNCIL  
JULY 7, 2021**

The Middleton City Council meeting on July 7, 2021 was called-to-order at 5:32 p.m. by Mayor Rule.

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

Pledge of Allegiance, Invocation: Jim Taylor

**Action Items**

**A. Approve Agenda**

**Motion:** Motion by Council President Kiser to approve the Amended Agenda as posted July 2, 2021 at 5:00 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

**Information Items:**

**1. WWTP Blower/Dewatering Project Update – Kasey Ketterling (T-O Engineers)**

Mayor Rule introduced Kasey Ketterling from T-O Engineers. Kasey gave an update on the projects. No decisions were made.

**2. Logo Contest – Mayor Rule**

Mayor Rule explained that the City would like to do a logo contest to have a new logo for the City created. He said he will bring it back as an official action item, but just wanted Council to be aware of what he is proposing. No decisions were made.

**Action Items**

**1. Consent Agenda (items of routine administrative business)**

- a. Consider approving minutes for City Council June 16, 2021 regular meeting.
- b. Consider approving minutes for City Council June 22, 2021 special meeting.
- c. Consider ratifying payroll for June 18, 2021 in the amount of \$115,341.42 and July 2, 2021 in the amount of \$81,383.71.
- d. Consider approving accounts payable thru June 28, 2021 in the amount of \$361,543.86.
- e. Consider approving FCO-Todd Campbell/Stonehaven Commercial 12.5 acres.

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

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

**2. Swearing in of new police officer Brent Watson – Sergeant Hilkey**

Mayor Rule swore in the newest police officer into the MPD. Officer Watson was pinned by his wife and Sergeant Hilkey.



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Council President Kiser said that he has had the opportunity to do a ride along with Officer Watson and he is the kind of guy we want in our city. Mayor Rule said anyone who wears a bullet proof vest is not paid enough in his opinion.

**3. Consider approving a quote from Proforce Law Enforcement to exchange the MPD service pistols from 45 caliber to 9 mm in an amount not to exceed \$10,345.40. – Sergeant Hilkey**

Mayor Rule called the item and Sergeant Hilkey explained why the police are requesting to exchange the MPD service pistols. The newer pistols are lighter, conform to one's hand, cheaper than the Glock pistol. The ammo cost is less and each pistol can carry 59 rounds as opposed to 30. The sites are better and don't deteriorate with time like other pistols. He feels this is a very good purchase and will serve the MPD well in the future.

Council discussion:

*Council President Kiser:* Has no problems with this purchase.

*Council Member Huggins:* Is this in the budget? Sgt. Hilkey – Yes.

**Motion:** Motion by Council President Kiser to approve a quote from Proforce Law Enforcement to exchange the MPD service pistols from 45 caliber to 9 mm in an amount not to exceed \$10,345.40. Motion seconded by Council Member O'Meara and approved unanimously.

**4. Consider approving quote from Integrity for proposed Park Place Lift Station in an amount not to exceed \$16,450.00. – Bruce Bayne**

Mayor Rule called the item and Public Works Director, Bruce Bayne explained the item. This will allow for the Park Place lift station to be polymer coated in order to fix the degrading concrete. The Lift station will be offline for 2 days during the repair and then will be up and running again. This item is budgeted for.

**Motion:** Motion by Council President Kiser to approve a quote from Integrity for proposed Park Place Lift Station in an amount not to exceed \$16,450.00. Motion seconded by Council Member Garner and approved unanimously.

**5. Consider approving quotes from Integrity Inspection Solutions, Inc. for I&I (Inflow and Infiltration) in the city's phase 2 CCTV area in an amount not exceed \$22,775.00. – Bruce Bayne**

Mayor Rule called the item and Public Works Director explained is this part of the budgeted \$150,000.00 set aside for repairs. They have abandoned the north project and fixed issues elsewhere.

**Motion:** Motion by Council President Kiser to approve quotes from Integrity Inspection Solutions, Inc. for I&I (Inflow and Infiltration) in the city's phase 2 CCTV area in an amount not to exceed \$22,775.00.

**6. Consider approving quote from Xylem for UV Bulbs for Waste Water Treatment Plant in an amount not to exceed \$18,925.00 – Bruce Bayne**

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Mayor Rule called the item and Public Works Director, Bruce Bayne explained that every year the city replaces the bulbs in the UV system that kill the remaining bugs after the wastewater has been treated, before it is discharged back into the river. The city only replaces the bulbs needed, and it is a budgeted item.

**Motion:** Motion by Council President Kiser to approve a quote from Xylem for UV Bulbs for Wastewater Treatment Plant in an amount not to exceed \$18,925.00. Motion seconded by Council Member Garner and approved unanimously.

**7. Public Hearing: An application by Robert Brian Burnett, Drake Investments, Deep River Investments & Deep Water LLC for annexation/rezone, preliminary plat, development agreement modification, and comprehensive plan map amendment with respect to the River Pointe Subdivision located at 10481 Hwy 44, 0 Hwy 44, and 0 Duff Lane. The proposed preliminary plat consists of seven commercial lots, 92 single family homes, 67 garden/patio homes, 115 townhomes and 44 common lots on 88.51 acres of land. As to the 14-acre Duff Parcel (Tax Parcel No. R33935010A/0 Duff Lane), applicant is seeking (1) annexation, (2) rezone to R-3, and (3) comprehensive plan map amendment to “residential” designation. As to the 74-acre parcel located at 10481 Hwy 44, Applicant is seeking a comprehensive plan map amendment to designate uses “commercial” and “residential”. – Roberta Stewart**

Mayor Rule called the item and opened the public hearing at 6:20 p.m, and City Planner, Roberta Stewart said she needed to present 4 items to be put in the record as Exhibits.

- Exhibit A: Draft Minutes from June 7, 2021 Planning and Zoning Meeting.
- Exhibit B: Letter from an Attorney – Matthew Hoffman.
- Exhibit C: City Engineer Recommendation for approval.
- Exhibit D: Letter in opposition – Lori & Sterling Smith.

Roberta then presented a power point presentation of the staff report on the project (Exhibit 1).

Pg. 5 – Kennedy Drain was put in through the DA.

Pg. 8 – Need to address legal issues with a fiscal analysis, stating that the city needs more financial information prior to making a decision. These are county residents, not city residents, she is not sure what their stake with the 14 acres is at this point.

Pg. 9 – Very large application. It was submitted to the city in November 2020, Noticed for a public hearing December 2020. There have been 3 neighborhood meetings, and it has taken many months to review the application, so many things have sent the applicant back to the drawing board. For the record it was told to her that the 2<sup>nd</sup> neighborhood meeting was held at the Riverbend Park Subdivision and at the request of the residents moved inside of one of the residents’ garage. The Engineer was present, but the developer was locked out of his own meeting.

The Legal opposing this project will try to argue council cannot hear the application because there is no signed recommendation from the P&Z. There is nothing in state or city code that supports this. There is no violation in Roberta’s opinion.

Mayor Rule asked why there was so much Notice and Information? Roberta said that in the event of judicial action, the applicant and the city are setting a legal record. As a result, the applicant has been asked to do multiple meetings when items have changed, or too much time has passed.

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City Attorney Mark Hilty stated in response to the attorney's arguments:

- Argument on procedure that P&Z didn't have an actual DA to review at their hearing.

If the P&Z initiated the creation of the DA in the middle of the public hearing, then there would have needed to have been a pause placed until the actual DA could be drafted and brought back before the commission. Because the DA was created in 2006 and this is a DA modification, the recommendations can be brought to the council, without the actual document being drafted.

Idaho State Code 67-6509 lays out a two-process system for the P&Z and City Council. The recommendation is made by P&Z with the ultimate written conclusions ultimately adopted by City Council for an official decision. At which time the timeline for the final order is issued.

***Applicant presentation:***

*Jon Breckon and Andrew Knowles: Breckon Land Design presented a PowerPoint presentation on the proposed project (Exhibit 2).*

***Questions to Applicant:***

**Mayor Rule opened the public comment:**

*Matt Wilke: In Favor:* He has a background in real estate. He has looked at this property and with the zoning there is a potential for 900 units. They are only requesting 274 lots with 17% green space. 10 ft wide open walking paths, a 55+ older community. The applicant is asking for lower density than is allowed in the M-U space. The project fits well with the community and has sat vacant for the last 13 years with an M-U zoning. He understands the 1-acre sites of the neighbors, however one acre lots are not feasible or cost effective to bring city sewer and water services to such large lots.

*Caleb Lakey: Neutral:* ITD Regional District Administrator. His concerns are that this development doesn't show the ITD Alternate Route/Bypass as part of the plan. How does this development tie into the future development to the west and south with regards to the bypass?

*President Kiser asked:* Is there a timeline for the alternate route?

*Caleb Lakey:* Prior to recently there has been no funding for this a project of this size. The legislature has made funding available and the ITD board has discussed this. This is only pending the conclusion of the environmental study.

*President Kiser:* Hard to agree or plan for a bypass when hearing about it for the last 20 years. He understands there are hurdles, but when we don't see anything being done, it is hard to plan for it.

*Mayor Rule:* When is the Environmental Study scheduled to be done?

*Caleb Lakey:* It is projected to be finished at year end of 2022.

*Nathan Hilkey:* As a resident he is in favor of the project. As an officer, he is opposed, the department doesn't have enough officers to keep up with it.

*Council Member Huggins:* The police have a Police Impact fee in place that goes toward Capital/growth related projects. With this fee the city should see some relief in the budget.

*City Administrator Crofts:* It costs about \$10,000 to build an new officer. And new officers are funded with Impact Fees.

*Matthew Johnson: Opposed:* Lawyer representing the Riverbend Homeowners. He stated that his goal is to provide constructive criticism. He outlined his concerns as stated in the letter submitted (Exhibit B)

- City codes in regard to development agreement. And the fact the P&Z commission

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- never received the completed DA is a problem and he believes it is a flawed reading that the form does not matter.
  - There is no timeline for the phasing plan.
  - He believes 67-6509 says that City Council may not notice an application without a written FCO. He believes there are substantive and due process errors with this application.
  - Other concerns are the noise, lights, traffic, frontage improvements on Duff Lane and that the DA is new for the 14 acres.

**Mayor Rule called a brief recess at 8:13 p.m. and resumed the meeting at 8:22 p.m.**

*Mayor Rule:* He has never known historically of timelines of phasing put on by cities.

*Matthew Johnson:* City of Cascade – River District Subdivision (Mayor Rule asked Matthew to forward him that information)

*Mayor Rule:* There is no driveway access onto the main connector (E. Sawtooth Lake)

*Council Member O'Meara:* The name of the connector was changed from Yukon to East Sawtooth Lake.

*Matthew Johnson:* Concerned that the preliminary plat has had changes made even from the time it was presented to P&Z.

*Council Member Huggins:* Is the concern that the name of the streets was changed, or was the content changed?

*Matthew Johnson:* He hasn't looked at it close enough to know if substantial changes were made.

*Lori Smith: Opposed:* There were actually 4 neighborhood meetings. Each meeting had different plat ideas presented. There were changes to the collector road plan to alleviate traffic to SH44. The collector road ends at Duff Lane – Duff Pond which is a 2-lane road that belongs to CHD4. She is concerned that the 14 acres will affect the surrounding county property adversely. She doesn't think that just because she isn't a citizen of Middleton City her voice shouldn't count.

*Gina Hanley: Opposed:* Developer said to neighbors that if they opposed him in any way he would build apartments. She requested he not attend the 2<sup>nd</sup> neighborhood meeting.

*Mike Graefe: Opposed:* He is not opposed to the subdivision; he is concerned about the roads and the traffic. We don't have time to wait for the future. The future is now.

*Rick Francis: Opposed:* The January Middleton Gazette stated that there are 5,000 building permits. What does this do for cars? Going from a 5 to 1 home ratio closes off the space. We haven't heard from the County in terms of how to handle Duff Lane.

*Mayor Rule:* Point of clarification, the city has about 300 building permits and 5,000 lots in some form of planning.

*Marilyn Giacalone: Opposed:* Duff Lane is a neighborhood. She is concerned about how the traffic will affect the neighbors.

*Matthew Hoffman: Opposed:* He is concerned about the rapid pace of growth. He thinks that HSB 389 should be considered and that a fiscal analysis should be completed prior to additional growth. The idea that growth helps to pay for growth is flawed. We should be doing a fiscal analysis to know what to charge. As far as the transit orientation on the comprehensive plan, Valley Ride is getting out of transportation, so the comp plan needs to

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change.

*Mayor Rule:* It is hard to know what exact costs of the future will be.

*Armando Fernandez: Opposed:* He lives directly behind the 14 acres; he is concerned about building on in a flood zone. With the elevation of the homes to be built, that could cause flooding to the neighboring properties. He thinks the subdivision if approved will add a potential of 1500 additional cars to the area. The collector road is 60 ft with no driveways and will funnel down to 25 ft Duff Lane. Several homes have driveways directly off of Duff Lane. He is concerned that it will create an emergency scenario where people can't get out in the event of an emergency.

*Applicant Rebuttal:*

*Jon Breckon: Breckon Land Design*

- They did account for the alternate route.
- They have been working on the project since 2020 and have had to work with many different agencies. One of the requirements was to extend the collector road to Duff Lane.
- They have proposed a landscaped berm or fence. They will account for stormwater drainage in their plans, and everything will comply to city code requirements.
- Comprehensive Plan calls for high density-multi-family product that will not be ideal for the area, so they are requesting the amendment to achieve a lower density.
- Phasing-This project was initially submitted last fall with the first plan and there have been many revisions. The plan before council tonight is the one that was presented to P&Z.
- Neighborhood meetings – Different plans presented to address all comments from different agencies.
- Impact Fee requirements - \$374,072.00 to improve SH44 and Duff Lane (CHD4)
- They are required to widen their path to match the development to the south.
- Parking is an issue at Duff Pond, and they have presented an idea for a parking lot on the west side of Duff Lane across from Duff Pond.
- Effects of Sewer on adjacent development. They will connect to city services, this will all be engineered, they will have to raise the elevation to get it out of the flood plain. Connection to city utilities is typically preferred.
- They have moved amenities around to provide open space/buffer space.
- 5 to 1 ratio. The 5 acre lots are much further to the south, so this provides a step-down approach.
- This provides a great solution to the traffic problems.
- If Septics flood it is usually because they were not engineered properly. He can speak to the systems currently in place.
- Duff Lane width – CHD4 needs to provide comment and address concerns.
- Comp Plan accommodates for a collect street from Duff east to Star.

*Council President Kiser:* Point of clarification, which plat is being considered. He is seeing multiple renditions. He appreciates the collector road 60 ft right of way and the sidewalks and 10 ft wide pathways. He wants to understand how the floodplain, and hydrology to the south and the historic drainage will work. He appreciates that the applicant wants to create a community that drains well, is mixed use and pedestrian friendly.



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***Mayor rule closed the public testimony at 9:12 p.m.***

***Council Discussion:***

*Huggins:* This has been a long day with a lot of information. Hearing 2 different legal opinions makes her nervous. To comment on the plan as a whole, the question is not *if* people are going to move in surrounding property owners, it is *when*. People in the county are indeed affected by these developments, but if the city doesn't allow these annexations, soon the city is landlocked and city residents utility rates get raised.

*Kiser:* Growth happens. He would like to see the DA tightened up. He understands that the P&Z commission had the information for the DA bullet pointed in the staff report. He would like to see the DA in an actual contract form.

*Garner:* Would like to see this go back to P&Z to help save the city from a possible lawsuit.

*O'Meara:* The had 3 neighborhood meetings, we (council) can take a couple more to review it. He also wants the widening of Duff Lane to be addressed by CHD4.

*Mayor Rule and City Attorney Mark Hilty discussed the process for sending this back to P&Z.*

***Mayor Rule called a brief recess from the hearing at 9:26 p.m. so that the two attorneys could discuss the timeframe and process to send this back to P&Z. Council continued with the agenda item 8 and the hearing resumed at 9:59 p.m.***

*City Attorney Mark Hilty:* This needs to be remanded to P&Z. Notice will go out for the P&Z August 9<sup>th</sup> hearing, the FCO will be expedited, and the notice will be given for the September 1<sup>st</sup> City Council hearing.

**Motion:** Motion to close the public hearing by Council President Kiser, seconded by Council Member Garner and approved unanimously.

***Mayor Rule closed the public hearing at 10:01 p.m.***

**Motion:** Motion by Council President Kiser to remand the application by Robert Brian Burnett, Drake Investments, Deep River Investments & Deep Water LLC for annexation/rezone, preliminary plat, development agreement modification, and comprehensive plan map amendment with respect to the River Pointe Subdivision to Planning and Zoning Commission for consideration on August 9, 2021 to review with a full development agreement, comments from CHD4, and the current, preliminary plat.

Huggins: What if CHD4 doesn't reply?

Stewart: They already did comment, but she will contact them to get clarification.

Roll Call: Kiser-Yes, Huggins-Yes, Garner-Yes, O'Meara-Yes

**8. Consider approving annual (June 1, 2021-May 31, 2022) City Beer and Wine License for 208 Burger Q. – Becky Crofts**

Mayor Rule called the item at 9:27 p.m. and City Administrator Becky Crofts asked that council defer this until Legal Counsel is back in the room. The license that is being requested for sale and consumption of beer and wine. The question is not with the sale, the question comes into play when customers want to do onto the patio area and consume the alcohol. The proximity is 20 ft inside of the 300 ft limit within a church.

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At 9:55 p.m. City Attorney Mark Hilty said that unless there is a concern about waiving the rule for the 300 ft set back that rule can be waived.

Council Member Huggins asked that we talk to the owners of the church, and business owners next door.

Mayor Rule said he will contact the LDS church and the owners of Kraves.

**Motion:** Motion by Council President Kiser to table approving annual (June 1, 2021-May 31, 2022) City Beer and Wine License for 208 Burger Q to the July 21, 2021 city council meeting. Motion seconded by Garner and approved unanimously.

**9. Consider approving additional services authorization to SPF Water scope of work for Water System Planning in an amount not to exceed \$ 37,250.00. - Becky Crofts**

Mayor Rule called the item and City Administrator Becky Crofts explained the reasoning for the additional services.

- Develop a declining balance plan based on the current three pressure zones available and incorporating the City's revised area of impact. The intent of this study is to integrate results into the Master Plan Update report and to use as a separate planning guide as future development requests for water service occur.
- Include new water users into the model that were connected into the City's system after the master plan was created.
- Develop a capital improvement plan (CIP) based upon the revised growth projections such that they are in line with recent wastewater treatment plan upgrades.

When the original plan was made it was based on a projected growth of about 3-5%. The city is currently growing at about 13%. We need to plan for those higher growth. This additional funding is for a planning tool. So that we can talk respectfully and purposely with developers when they come in. It should be about 6 weeks and then you will see the results of the additional funding.

**Motion:** Motion by Council President Kiser to approve additional services authorization to SPF Water scope of work for Water System Planning in an amount not to exceed \$ 37,250.00. Motion seconded by Council Member O'Meara and approved unanimously.

**10. Consider approving additional services authorization to T-O Engineers, Inc Agreement for Blower Expansion project number 200555 in an amount not to exceed \$\_\_\_\_\_ – Becky Crofts**

Mayor Rule asked that this item be table to July 21, 2021.

**Motion:** Motion by Council President Kiser to table item 10 to July 21, 2021. Motion seconded by Council Member Garner and approved unanimously.

**11. Consider changing employee medical benefit package from Blue Cross of Idaho to Regence Blue Shield Health Reimbursement. – Lindsay Clark-Youngwerth/Becky Crofts**

Mayor Rule called the item and Lindsay Clark-Youngwerth and Winston Goss from

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Shandro Group and City Administrator Becky Crofts explained the differences between the current employee city medical plan and the proposed buy down deductible plan. The process is a little different than what employees are currently used to. It will require some training of employees. The goal with this plan change is we have lost officers, planners, and deputy clerks because our plans were too good and too expensive. We are finding employees would rather have more money in their pocket than a really small deductible. Right now the rate of our current plan is projected to increase 6%. Mayor Rule asked what is the reaction of employees to this proposed plan? Does the quality of service stay the same? The employees approached were very favorable to the buy down plan. The network and medical services are the same.

Sergeant Hilkey said this plan would greatly help his officers. They haven't lost officers but have lost really good candidates. He does have an officer that is not able to have his wife insured due to the cost of the current plan. Please change from what we currently have.

Lindsay Clark-Youngwerth/Becky Crofts: We have in writing from Blue Shield that they will credit all of the accumulators, so that if someone has already met their out of pocket it will apply to the new plan. There is a small added cost for administrator and a set up fee. These are one time fees.

Council Member Huggins said she appreciates all of Lindsay's hard work. We have looked at changing the insurance for while and never had the support of the employees. This plan looks to have the support so she is comfortable making the change.

**Motion:** Motion by Council President Kiser to change employee medical benefit package from Blue Cross of Idaho to Regence Blue Shield Health Reimbursement. Motion seconded by Council Member O'Meara and approved unanimously.

#### **Budget Workshop: FY 2022 – Wendy Miles**

City Treasurer Wendy Miles lead the Budget Workshop. There was Council Discussion, no decisions were made.

#### **Public Comment:**

*None.*

#### **Mayor Comments, Council Comments:**

*Council President Kiser:* Next meeting he will not be here. He will phone in. He did a ride along with the police officers. He recommends council do a ride along with our officers, it was a lot of fun and very educational.

*Council Member Huggins:*

*Council Member Garner:*

*Council Member O'Meara:* He attended the FACTS meeting, there is nothing new to pass along. The agreement that the city and GMPRD entered into to remove the backstop at Middleton Place Park is almost completed. There is safety issue with a home on Dewey running a



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business out of the home. Viper Park contract is looking to be completed and brought back to council sometime in August.

*Mayor Rule:* Director of Compass – Matt Stoll implored that the City reconsider our position of the alternative route. Mayor Rule said City Council has given the City direction, and that the city has outgrown the opportunity for the alternate route. Matt said that as a result SH44 will be widened and go downtown and tear up Middleton. Mayor said he is aware of that. He knows that there are 3 options 1) ITD will force their way through. 2) Make modifications downtown 3) No improvements will be done for quite a few years.

He asked that City Council has discussed the plan and vision for Middleton. Now is time for resolve.

**Adjourn:** Mayor Rule adjourned the city council meeting at 10:38 p.m.

ATTEST:

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Steven J. Rule, Mayor

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Jennica Reynolds, Deputy Clerk  
Minutes Approved: July 21, 2021

# Middleton City Council

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



**In the Matter of the Request of Breckon Land Design for Drake Investments LLC, Robert Brian Burnett, Deep River Investments and Deep Waters LLC (the “Applicant”) for Annexation/Rezone, Preliminary Plat, Development Agreement Modification and Comprehensive Plan Map Amendment with respect to the River Pointe Subdivision located at 10481 Hwy 44, 0 Hwy 44, and 0 Duff Lane, Tax Parcels Nos. R33935010A0, R339200, & R3392001 (the “Property”):**

**A. Findings of Fact: The Middleton City Council reviewed the facts as outlined in the staff report for the hearing date of July 7, 2021 (incorporated herein by this reference and made a part hereof as if set forth in full, a copy of which is attached hereto as Exhibit A), public testimony, and applicant submittals, as set out below. Additionally, all city ordinances, standards and codes were used in evaluating the application.**

**1. Hearing Facts:**

- i. The proposed Development Agreement was not formatted in a contractual format when considered by the Planning & Zoning Commission at the June 7, 2021, public hearing on the applications. Instead, the conditions and development requirements for the Development Agreement were set forth in the Staff Report with the intention to format the Development Agreement using the City of Middleton’s form at a later date.
- ii. The City had received comments from Canyon Highway District #4 (“CHD4”) on the Applications, but information on CHD4’s future planned improvements to Duff Lane, if any, were not provided by CHD4.
- iii. The public record contained conflicting copies of the proposed preliminary plat under consideration in light of the attachment of the initial application to the Agenda and Staff Report for the July 7, 2021, public hearing.

**2. Procedural Status and Planning and Zoning Commission Recommendation: See the facts in the Staff Report for the hearing date of July 7, 2021, which Report is attached hereto as Exhibit “A” and incorporated herein by this reference.**

**3. Application and Property Facts: See the facts outlined in the Staff Report for the hearing date of July 7, 2021, which Report is attached hereto as Exhibit “A” and incorporated herein by this reference.**

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

**upon the findings of fact, the Middleton City Council finds the following:**

1. That the City of Middleton has the authority to exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. That the City of Middleton properly exercised said authority.
3. That due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction and comment(s) received in written form and through public testimony.
4. That notice of the application and public hearing were given according to law.
5. That Planning and Zoning Commission’s and City Council’s public hearings were conducted according to law, and the City has kept a record of the application and related documents.
6. That codes and standards applicable to the applications are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, Middleton City Code 1-14, 1-16, 5-1, 5-2, 5-3, and 5-4, an Idaho Code Secs., 67-6503, 67-6513, 67-6511, 50-1301 through 50-1329, and 50-222.

**C. Order of Decision:**

Pursuant to the City Council’s authority as provided in Middleton City Code 1-5-2, and based upon the Findings of Fact and Conclusions of Law, the Mayor and City Council hereby order that the requests for Annexation/Rezone, Preliminary Plat, Development Agreement Modification, and Comprehensive Plan Map Amendment with respect to the 88.5 acre River Pointe project located at 10481 Hwy 44, 0 Hwy 44, and 0 Duff Lane are hereby remanded to the Planning & Zoning Commission for an additional public hearing to consider the following:

1. A fully formatted proposed Development Agreement set forth in contractual form.
2. Further information, if any, from CHD4 on the planned future improvements to Duff Lane.
3. Clarification on the specific preliminary plat under consideration by the Governing Boards.

**D. Right to Request Regulatory Taking Analysis**

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

WRITTEN ORDER AND DECISION APPROVED ON: July \_\_\_\_\_, 2021.

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Steven J. Rule, Mayor  
Middleton City Council

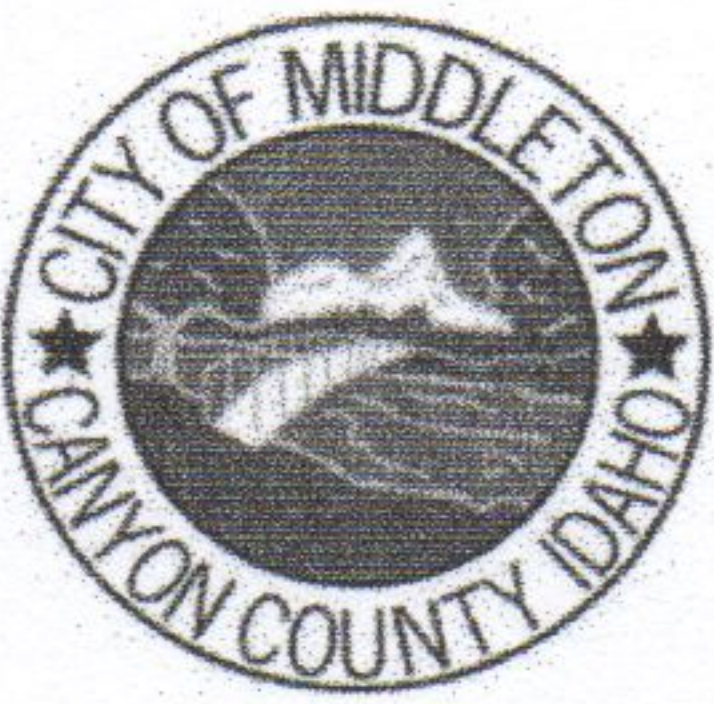
Attest:

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Roberta Stewart  
Planning and Zoning Department







# CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 FAX  
[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)

## ADMINISTRATION

SPECIAL COMMUNITY EVENTS  
APPLICATION/AGREEMENT/PERMIT  
REV 8/17

Date: July 12, 2021

Middleton City Code Section 3-2 Special Events.

### I. General Information:

Event Name: Extreme Tour

Event Dates(s) / Time(s): 07-23-21 5pm - 9pm

Event Location: Piccadilly Park

### II. Applicant / Sponsoring Organization Information:

Applicant Name: Matt Sapp & Hannah Sapp

Sponsoring organization Name: Crossbridge Productions / Misfit Army

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

Address: 1798 Iron Stallion Dr

City: Middleton State: ID Zip: 83644

Phone: 208-514-9381 (Hannah) ; Cell Phone: 208-631-1041 (Matt)

Fax:      ; Email: hmcclason@gmail.com

On-Site/Emergency Contact Name: Matt Sapp

Address: 1798 Iron Stallion Dr

City: Middleton State: ID Zip: 83644

Cell Phone: 208-631-1041 ; Email: msapps1234@gmail.com

### III. Brief Description and Purpose of Event:

We have 5-6 artists (music)  
set up and perform a small set using a generator.  
We also do a skate competition at the skate park  
and give away some prizes. Near the end we do a  
small, quiet acoustic set. Our purpose is to spend time  
with the kids in the community and get to know them  
a bit and share our testimonies with them. Our main  
goal is to share the love of Christ. We will also ~~be~~ have  
free water on site for the kids and families.





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## ADMINISTRATION

SPECIAL COMMUNITY EVENTS  
APPLICATION/AGREEMENT/PERMIT  
REV 8/17

### IV. Street Closure Request:

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

No permanent alteration to the street will be permitted.

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

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

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

### Information:

- I. Does the event involve the sale or use of alcoholic beverages? Yes \_\_\_\_\_ No X.

If yes, an Alcohol Beverage Permit may be required.

- II. Does the event involve the sale or distribution of food? Yes \_\_\_\_\_ No X.

If yes, a Temporary Food Establishment Permit (South West District Health Department (208) 455-5300) and a vendor permit (City of Middleton) may be required, with copy to the City.

- III. Does the event involve the sale of non-food items? Yes X No \_\_\_\_\_.

*artist merchandise*

- IV. Will there be entertainment at the event? Yes X No \_\_\_\_\_.

If yes, please provide the following information:

Dance component/open floor: \_\_\_\_\_

Live or recorded music: Live music

Amplification: \_\_\_\_\_

Start and end time of entertainment: 5 pm start time, 9 pm end time

Refer to Middleton City Code Section Noise.

- V. ADDRESS: If the event is located within a building, name of building, address, owner name:

\_\_\_\_\_  
\_\_\_\_\_

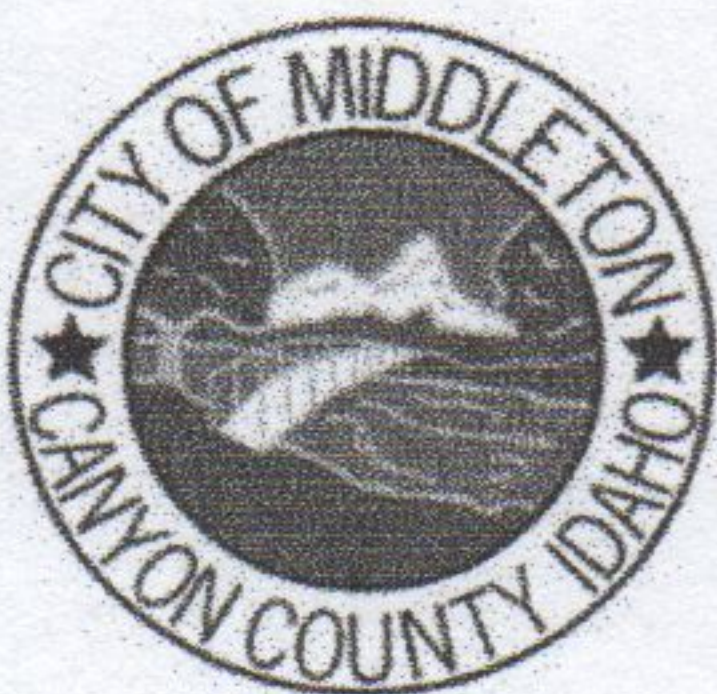
- VI. TEMPORARY STRUCTURES.

Will there be any temporary structures on the event site?

Yes X No \_\_\_\_\_

*a small stage*





## CITY OF MIDDLETON

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## ADMINISTRATION

### SPECIAL COMMUNITY EVENTS APPLICATION/AGREEMENT/PERMIT REV 8/17

Number of stages: 1 Size of stage(s): 8' x 10'

Number of Tents: 3-4 Size of tent(s) 6' x 6' pop up for shade

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

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

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

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

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

Electrical inspection / permit may be required.

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

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

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

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

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

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

XV. PARKING:

How will parking be accommodated for this event for all patrons, vendors, service providers, and event staff? Piccadilly Parking lot

XVI. REFUSE / GARBAGE:

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

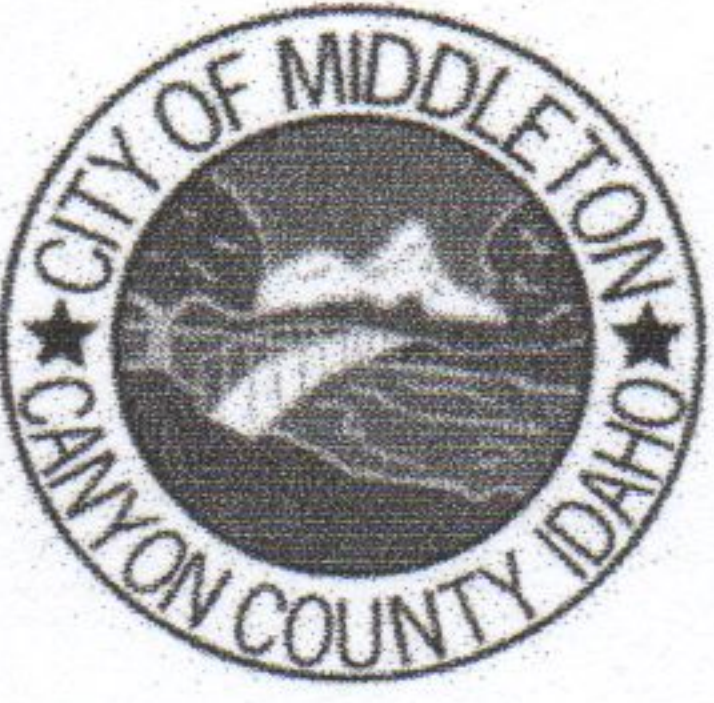
We will bring in our own trash cans, collect trash, and remove trash.

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

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

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





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## ADMINISTRATION

### SPECIAL COMMUNITY EVENTS

### APPLICATION/AGREEMENT/PERMIT

REV 8/17

#### XIX. INSURANCE, FEE.

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

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

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

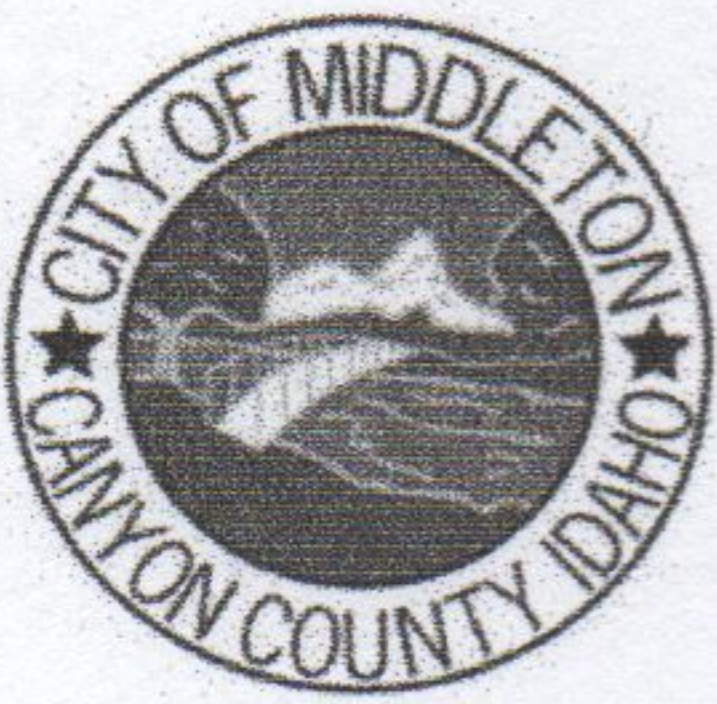
Crossbridge Productions (Applicant / Organization / Permittee) shall indemnify, defend and hold the City of Middleton, its officers, agents and employees harmless from any and all claims, suits, actions, damages and causes of action which the City of Middleton may incur arising out of any personal injury,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

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

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

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





## CITY OF MIDDLETON

P O Box 487, MIDDLETON, ID 83644

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## ADMINISTRATION

### SPECIAL COMMUNITY EVENTS

### APPLICATION/AGREEMENT/PERMIT

REV 8/17

Further, as to such damages or claims for damages which arise during the scope of the activities or the use of property covered under this Agreement, Crossbridge Productions

(Applicant / Organization / Permittee), at its sole cost and expense, shall defend any and all suits, actions or other legal proceedings that may be brought or instituted by third parties against the City of Middleton, its officers, agents or employees, or any such claim or demand, and shall pay and satisfy any judgment or decree that may be rendered against the City of Middleton, its officers, agents or employees in any such suit, action or other legal proceeding.

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

IN WITNESS WHEREOF, Crossbridge Productions (Applicant / Organization Representative/ Permittee) has made and entered into this Agreement with the City of Middleton as of this 12 day of July, 2021.

#### APPLICANT / ORGANIZATION REPRESENTATIVE

Hannah Sepp  
Signature

Date: 07-12-21

Hannah Sepp  
Print name / Organization Name and Representative Title

#### OFFICE USE ONLY

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

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

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

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

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

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

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

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





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MIDDLETON RURAL FIRE DISTRICT

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STAR FIRE PROTECTION DISTRICT

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DATE: July 16, 2021

TO: City of Middleton  
City Clerk

FROM: Victor Islas, Deputy Chief

SUBJECT: Fire District Review/Comments

PROJECT: Extreme Tour – July 23, 2021

The Middleton Rural Fire District has reviewed the Special Event Permit Application submitted on July 16, 2021, by the Matt & Hannah Sapp for Extreme Tour to take place at Piccadilly Park on July 23, 2021.

Based on our review it is recommended that the application be approved with the following conditions:

1. Generator Utilization
  - a. All generators and fuel cans shall be located at least twelve (12) feet from the main area.
  - b. All fuel cans onsite shall have a secure lid or cover to control vapor release.
  - c. Generators must be isolated from the public to prevent accidental touching of a hot unit.
  - d. Generators may not be refueled while the unit is running. Shut the unit down and move it away when refueling.
  - e. No multi-outlets strips may be used.
2. Fire Department Access
  - a. All road are fire lanes and should remain unobstructed at all times.





# CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.  
MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 FAX  
[CITMID@MIDDLETONCITY.COM](mailto:CITMID@MIDDLETONCITY.COM)

ADMINISTRATION

BEER WINE  
APPLICATION/LICENSE

YEAR June 1, 2018– May 31, 2019

- ☒ New License  
☐ Renewal

## SALE FOR ON-PREMISE CONSUMPTION

- ☒ BEER (\$200.00)  
☒ WINE (\$200.00)

## SALE FOR OFF-PREMISE CONSUMPTION

- ☐ BEER (\$50.00)  
☐ WINE (\$200.00)

### OFFICE USE ONLY:

RECEIPT

# \_\_\_\_\_

\$ \_\_\_\_\_

LICENSE

# \_\_\_\_\_

Applicant Name: April Bibbins

Business Name: 208 Burger Q

Business Address (Street/P.O. Box/City/Zip): 308 W. Main St

Mailing Address (Street/P.O. Box/City/Zip): 2342 Lansing Ln, Middleton

Business phone: 208-585-3097 Other Phone: 510-304-4758

Email address: 208burgerq@gmail.com

● Attach copy of application for State license, including a copy of site and floor plans submitted with state application.

● Attach a copy of your State and County Alcohol Beverage Licenses before a City license will be issued.

6/25/21  
Date

April Bibbins  
Applicant Signature

April Bibbins  
Print Name

### LICENSE

Application Approved by City Council on (date): \_\_\_\_\_

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

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

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

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



2021284

**CANYON COUNTY, ID**  
**STATE OF IDAHO**

*This is to certify, that Marwood, INC*

*dba:208 Burger Q*

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 308 W MAIN ST., MIDDLETON, ID 83644

**License valid until May 31, 2022**

Beer	Bottled or canned, consumed ON premises	\$75.00
Wine	WINE by the drink: (This covers Retail & By the Drink)	\$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 22nd day of June, 2021  
Mail To: 23412 LANSING LN, MIDDLETON, ID 83644

Chris Yamamoto

Clerk

Karl Ernst

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



# State of Idaho

## Idaho State Police

Cycle Tracking Number: 126261

Premises Number: 2C-31045 **Retail Alcohol Beverage License**

License Year: 2022

License Number: 31045

*This is to certify, that* Marwood, Inc  
*doing business as:* 208 Burger Q

*is licensed to sell alcoholic beverages as stated below at:*  
308 W. Main St, Middleton, Canyon County

*Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.*

*County and city licenses are also required in order to operate.*

Liquor	No
Beer	Yes <u>\$0.00</u>
Wine by the bottle	No
Wine by the glass	Yes <u>\$0.00</u>
Kegs to go	No
Growlers	No
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

\_\_\_\_\_  
Signature of Licensee, Corporate Officer, LLC Member or Partner

MARWOOD, INC  
208 BURGER Q  
23412 LANSING LN

MIDDLETON, ID 83644

Mailing Address

TOTAL FEE: \$0.00

License Valid: 06/01/2021 - 05/31/2022

**Expires: 05/31/2022**

*[Signature]*

Director of Idaho State Police







**Idaho State Police**

**Alcohol Beverage Control**  
700 S. Stratford Dr. Ste 115  
Meridian, ID 83642  
Phone: (208) 884-7060

**AFFIDAVIT – RELEASE OF LICENSE**

I/we, the undersigned, regarding herein named license:

Alcohol License No.: \_\_\_\_\_; Premises ID No.: \_\_\_\_\_,

doing business as \_\_\_\_\_, located in the city of \_\_\_\_\_,

County of \_\_\_\_\_, State of Idaho, transferred on this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, the use of said license to the following person(s) or entity (new applicant name(s)):

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

**DISCLAIMER:** This affidavit cannot be construed to affect any agreements between assignor(s) and assignee(s).

Assignor's Signature(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that (s)he/they executed the same.

(Seal)

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_





# ADVERTISING PROOF

PO Box 9399  
1618 N Midland Blvd, 83651,  
Nampa, ID 83652  
Ph. (208) 465-8129 Fax: (907) 452-5054

BILLING DATE:	ACCOUNT NO:
06/29/21	23106

## LEGAL NOTICE

### NOTICE OF PUBLIC HEARING CITY OF MIDDLETON, IDAHO

The Middleton City Council is scheduled to hold a public hearing on **Wednesday, July 21, 2021, 5:30 p.m.** at 1103 W Main St., Middleton, Idaho, to consider the following:

**Salary:** The Mayor of Middleton shall receive a monthly salary of ~~three thousand~~ six thousand, five hundred dollars (~~3,000.00~~ \$6,500.00), and shall receive the same employee benefits as any full-time city employee, except for accrual of vacation or sick leave.

All are invited to attend the hearing and offer comments. Written comments may be submitted to Becky Crofts, City Clerk at [bcrofts@middletoncity.com](mailto:bcrofts@middletoncity.com) by mail to P.O. Box 487, Middleton, ID 83644, and may be submitted prior to or at the hearing.

July 3, 2021 116544

JENNICA REYNOLDS  
1 MIDDLETON, CITY OF  
P.O. BOX 487  
MIDDLETON, ID 83644

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
116544	PH 7/21/2021	07/03/21	07/03/21	1	\$28.68

## Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount: **\$0.00**  
Surcharge: **\$0.00**  
Credits: **\$0.00**

Gross: **\$28.68**  
Paid Amount: **\$0.00**

Amount Due: **\$28.68**

*We Appreciate Your Business!*

## Data as of February 16, 2021

City	Mayor		City Council		Average of the FT Mayors removed high and low
	PT/FT	Yearly	Monthly	Yearly	
Boise	FT	\$149,452.00	\$2,268.58	\$27,223.00	\$78,063.68
Meridian	FT	\$94,632.00	\$1,250.00	\$15,000.00	
Pocatello	FT	\$86,056.88	\$1,095.75	\$13,148.98	
Caldwell	FT	\$86,049.12	\$732.82	\$8,793.84	
Nampa	FT	\$81,281.25	\$840.82	\$10,089.84	
Idaho Falls	FT	\$79,384.56	\$1,000.00	\$12,000.00	
Rexburg	FT	\$79,192.00	\$768.84	\$9,226.08	
Eagle	FT	\$76,320.00	\$1,060.00	\$12,720.00	
Kuna	FT	\$71,875.00	\$1,000.00	\$12,000.00	
Blackfoot	FT	\$65,000.00	\$500.00	\$6,000.00	
Chubbuck	FT	\$60,846.00	\$663.42	\$7,961.00	
Mountain Home	FT	\$60,000.00	\$850.00	\$10,200.00	
Star	PT	\$40,000.00	\$1,200.00	\$14,400.00	
Middleton	PT	\$36,000.00	\$550.00	\$6,600.00	
Garden City	PT	\$34,000.00	\$850.00	\$10,200.00	
Coer d'Alene	PT	\$32,400.00	\$1,000.00	\$12,000.00	
Emmett	PT	\$27,000.00	\$750.00	\$9,000.00	
Post Falls	PT	\$24,678.00	\$856.83	\$10,282.00	
Moscow	PT	\$24,342.00	\$703.28	\$8,439.36	
Hayden	PT	\$15,840.00	\$660.00	\$7,920.00	
Ammon	PT	\$15,000.00	\$700.00	\$8,400.00	
Burley	PT	\$15,000.00	\$400.00	\$4,800.00	
Fruitland	PT	\$12,000.00	\$550.00	\$6,600.00	
Jerome	PT	\$12,000.00	\$500.00	\$6,000.00	
Rigby	PT	\$12,000.00	\$300.00	\$3,600.00	
Greenleaf	PT	\$7,200.00	\$225.00	\$2,700.00	
Payette	PT	\$6,000.00	\$300.00	\$3,600.00	
New Plymouth	PT	\$2,100.00	\$125.00	\$1,500.00	
Twin Falls		N/A			
Lewiston		N/A	\$700.00	\$8,400.00	



## ORDINANCE NO. 648

**AN ORDINANCE ENACTED BY THE MIDDLETON CITY COUNCIL AMENDING TITLE 1, CHAPTER 5, SECTION 1-5-1, OF THE MIDDLETON CITY CODE, CONCERNING THE SALARY OF THE MAYOR OF MIDDLETON; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HERewith.**

**BE IT ORDAINED** by the Mayor and Council of the City of Middleton, County of Canyon, State of Idaho:

**Section 1.** That Title 1, Chapter 5, Section 1-5-1 of the Middleton City Code is hereby amended as follows:

**1-5-1: MAYOR:**

A. Duties, Generally: The Mayor, the Superintending and Administrative Officer of the City, shall devote so much of his time to the duties of his office as an efficient and faithful discharge thereof may require. He shall preside at all meetings of the Council and shall have a vote when the Council is equally divided, and may call special meetings of the Council when necessary. He shall appoint all officers of the City, subject to the approval of the Council, and have such other powers as provided by law. He shall, from time to time, provide for the Council such information and recommend such measures as he may deem beneficial to the City. He shall serve as the personnel officer. He shall require that every officer, on the expiration of his term of office or resignation or removal, deliver to the City, or his successor, all assets belonging to such office. He shall perform all other duties required and necessary for the efficient operation of the business of the City, and all other duties conferred by the laws of the State of Idaho. The Mayor shall have the duties prescribed by title 50, chapter 6, Idaho Code.

B. Salary: The Mayor of Middleton shall receive a monthly salary of ~~three thousand~~ six thousand, five hundred dollars (\$6,500.00~~3,000.00~~), and shall receive the same employee benefits as any full-time city employee, except for accrual of vacation or sick leave.

**Section 2.** This ordinance shall be in full force and effect on January 1, 2022, after its passage, approval, and publication, according to applicable law, including Idaho Code 50-203.

**Section 3.** This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

**Section 4.** All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

**PASSED BY THE COUNCIL OF THE CITY OF MIDDLETON, IDAHO,** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Steve Rule, Mayor

\_\_\_\_\_  
City Clerk (or Deputy)







**T-O ENGINEERS**

CONSULTING ENGINEERS, SURVEYORS AND PLANNERS  
332 N BROADMORE WAY  
NAMPA, IDAHO 83687  
208-442-6300 • FAX 208-466-0944

***EXHIBIT “B”***  
***SCOPE OF SERVICES***  
***ASA #1 – Intermediate Blowers***  
***2021 Middleton Wastewater Upgrade***  
***July 19<sup>th</sup>, 2021***

---

**Project Understanding**

This scope of work is for additional work to be completed under the initial contract “2021 Middleton Wastewater Upgrade” authorized by the Mayor on 7/1/2021. The primary goal of this ASA is to revise City projections for growth and obtain authorization to install an intermediate blower solution that will help the City meet treatment capacity while a permanent solution is being design and constructed.

The following scope items are included.

- 1.0 Preliminary Engineering Report Update – CONSULTANT will update the current draft of the PER to include new population growth projections provided by City staff. This includes updates to equipment sizing calculations and additional capacity assessments.
- 2.0 Intermediate Blower Technical Memorandum – CONSULTANT will develop a technical memorandum that will satisfy minimum DEQ requirements for a Preliminary Engineering Report to install the intermediate blower solution. Tasks includes an evaluation of the existing capacity within the blower piping, electrical requirements, and estimated treatment capacity obtained through this upgrade. Memorandum will be developed based upon Idaho DEQ rules for development of a PER.
- 3.0 Intermediate Blower Design – CONSULTANT will develop design drawings and specifications for the intermediate blower design including mechanical (layout, header piping), and electrical (power supply and controls) design. This item also includes specifications and contract documents necessary for the City to procure the blowers directly and hire a contractor to install the equipment after receipt by the City. Design excludes major design modifications to blower yard piping and basin diffusers.
- 4.0 Intermediate Blower Construction Engineering – CONSULTANT will provide engineering services during construction for the installation and start-up of the intermediate blowers.

**Project Schedule**

Item	Expected Duration	Expected Completion Date
Signed Contract:		Jul 26, 2021
PER Update	4 Weeks	Aug 23, 2021
Technical Memo	0 Weeks	Jul 26, 2021
DEQ Review	3 Weeks*	Aug 16, 2021
Blower Design	4 Weeks	Aug 23, 2021
Blower Specs	1.5 Week	Sep 2, 2021
Agency Review	3 Weeks*	Sep 23, 2021
Blower Bid	4.5 Week	Oct 4, 2021
Blower Procurement	16 Weeks**	Jan 24, 2022
Blower Installation	4 Weeks	Feb 21, 2022

\* Assumed timeline based upon DEQ review & approval

\*\* Assumed timeline based upon time to procure blowers

**Cost of Services:**

Services for items 1-5 will be billed on a Time and Material Basis with the following

**T-O Engineers Scope of Work**

1.0 PER Update	\$ 7,000
2.0 Intermediate Blower Tech Memo	\$ 10,100
3.0 Intermediate Blower Design	\$ 24,680
4.0 Meetings, Agency and Subconsultant Coordination	\$ 6,940
5.0 <u>Services During Construction</u>	<u>\$ 11,150</u>
	\$ 59,870

**Control Engineers Scope of Work**

6.0 Intermediate Blower Electrical Design	\$ 16,533
7.0 Meetings	\$ 3,412
8.0 <u>Construction Support</u>	<u>\$ 13,140</u>
	\$ 33,085

**Total Estimated Fee for Services: \$92,955**



July 19, 2021

Mr. Grant Moore  
T-O Engineers  
1998 W. Judith Lane  
Boise, Idaho 83705

RE: Middleton WWTP Blower Upgrade Electrical and Controls Design Proposal

Dear Grant:

Control Engineers is pleased to provide this proposal for engineering design services in support of the City of Middleton, Idaho Wastewater Blower Upgrade Project. Based upon your email from last week and our phone conversations we understand the scope of the upgrades project to include:

- Replace existing aeration blowers with larger blowers using VFDs.
- Evaluation of existing electric service capacity and upgrades as needed.
- Emergency backup generator evaluation.
- Develop bid specifications in CSI Master-format.
- Generate Engineers Cost Opinion for city evaluation purposes.

We anticipate the design effort will include the following phases:

- Preliminary evaluation of existing electric service for decision making
- 60% Design Issue
- 100% (Bid Set) Issue
- Bid support
- Construction Support

Our design deliverables will include:

- Electrical One-line diagrams
- Electrical and Controls facility plans
- Control panel schematic diagrams
- P&ID development for T-O supplied PFDs
- Specifications

Our startup and programming services will include:

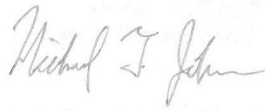
- PLC/HMI Programming for integration of new blower control system
- Onsite startup of new blowers & controls

Our estimated fee to provide these services and deliverables is summarized below:

Task	Description	Fee
Design Engineering	All electrical and control system design services for a complete and biddable project.	\$ 16,533
Meetings	meetings throughout the project. design review workshop	\$ 3,412
Construction Support	Includes bid/RFI support, PLC Programming & Startup, Record drawings	\$ 13,140
<b>Total</b>		<b>\$ 33,085</b>

Thank you for your consideration and please contact me if you have any questions or concerns with this proposal.

Sincerely,



Mike Johnson  
Project Engineer





**CITY OF MIDDLETON**  
1103 W. MAIN STREET, MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 FAX  
WWW.MIDDLETONIDAHO.US

MEMORANDUM

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**MEMORANDUM**

TO: Middleton City Council  
FROM: Mayor Rule  
DATE: July 9, 2021  
SUBJECT: City Logo Design Contest

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City council members, Kiser, Huggins, Garner, and O'Meara,

The city would like to hold a Logo Design Contest where professional, or amateur contestants may submit a logo design of their creation to be adopted and approved for the City by the Council and represent the City for years to come. The design would need to include "City of Middleton", and would need to be representative of the Middleton Community.

The contest will be advertised on the City Website, the Middleton Gazette, City Facebook Page, and posters created to be displayed in businesses around town. The city will also inform the local schools of the contest and encourage them to participate.

I am proposing there be a 1<sup>st</sup> place award of \$600.00. Also, I would like to do a second and third place award if Council approves to try and encourage many participants from old and young age groups. These budgeted dollars would come out of the advertising budget line in our current budget.

Submissions in a digital format are due no later than September 30, 2021.

Preferably City Council will judge and make the final decision at the City Council Meeting on October 6, 2021.



## Logo Contest

- Who:** All artists, old and young.
- What:** Submit a new logo to be adopted by the City. Logo should represent Middleton Community.
- How:** If possible, submissions should be in a digital format. Submissions should be submitted to City Hall or Jennica Reynolds: [jreynolds@middletoncity.com](mailto:jreynolds@middletoncity.com)
- When:** All entries are due no later than Sept 30, 2021. They will be presented to City Council on October 6, 2021, where the top designs will be chosen.
- 1<sup>st</sup> place prize \$600.00
- 2<sup>nd</sup> place prize \$300.00
- 3<sup>rd</sup> place prize \$150.00

*Legal Stuff: Once the top two logos are chosen, they become property of the City and may not be used in other art by the artists. Artists give up all rights to the design and intellectual property of the logo.*





## AGREEMENT FOR WASTEWATER OPERATIONS SERVICES

THIS AGREEMENT FOR WASTEWATER OPERATIONS SERVICES (Agreement) is made, entered into, and effective on the 21st day of July, 2021, by and between OMCS, L.L.C., an Idaho limited liability company (Operations Contractor), and the City of Middleton, an Idaho Municipality (Owner, and City).

### RECITALS

- A. Owner owns and operates a wastewater treatment plant and related facilities (Wastewater Facilities).
- B. The Operations Contractor provides services for the management and operations of wastewater treatment plants and related facilities.
- C. Owner desires to engage the Operations Contractor to provide services as set forth in this Agreement, and the Operations Contractor desires to provide such services for the consideration set forth in this Agreement.
- D. The Owner and Operations Contractor acknowledge that the hours devoted to system operation and maintenance will vary month by month over the period of the contract.

### AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. **Independent Contractor.** The Operations Contractor is an independent contractor determining its own time, place and manner of performing its services. Neither the Operations Contractor, nor its employees or agents, are City employees. Operations Contractor shall maintain its own workers compensation insurance as required by law.
2. **Scope of Services.** The Operations Contractor shall lead and provide operation and maintenance services to Owner for the Owner's Wastewater Facilities. In connection with the foregoing, the Operations Contractor shall perform or provide the following.
  - A. **Licensing.** Maintain professional certifications necessary for the Wastewater Facility to comply with local, state, and federal requirements; and be the responsible licensed operator(s) the City registers with the Idaho Department

of Environmental Quality and any other necessary regulators. This scope of services specifically excludes signing DMR reports, which the City shall do.

B. Man-hours. Excluding Additional Services, Emergencies, and Emergency Response/System Alarm callouts, the parties will determine the distribution of man-hours.

C. Responsibilities and Tasks. Responsibilities include, but are not limited to, generating and implementing the following:

1. Wastewater Facilities operations, maintenance, and reuse land application, within the Wastewater Facilities' limitations, so that effluent discharged and waste materials disposed by the Wastewater Facilities meet the requirements of the City's existing expired, and next anticipated, Idaho Pollutant Discharge Elimination System (IPDES) permit(s) and of the Idaho Department of Environmental Quality's Compliance Order to the City.
- ii. Notifying the Owner in writing of any hazards, non-compliance, safety, operations and other issues they observe that need corrected in a timely manner.
- iii. Transferring OMSC, L.L.C. employee and agent knowledge to City employees through assisting, mentoring, and training City's employees or agents in operation of the Owner's Wastewater Facilities;
- iv. Familiarization with the Wastewater Facilities during construction;
- v. Reviewing, commenting on, and implementing start-up procedures;
- vi. Reviewing reports and plans;
  - (a) Discharge Monitoring Report (DMR) review prior to submittal
  - (b) Sampling and Monitoring
  - (c) General Maintenance
  - (d) Standard Operating Procedures as follows:
    - Influent Flow Monitoring
    - Screen
    - Lift Station

Equalization Basin  
Sequential Batch Reactor  
Sludge Storage and Management  
Utility Water Pump Station  
Chemical Feed Facilities  
UV Disinfection System

(e) Quality Assurance; and

(f) General Emergency Response

D. Provide inspections as needed to comply with local, state, and federal requirements;

E. Perform any and all actions that the Operations Contractor deems necessary or desirable to protect public health in any situation determined by the Operations Contractor to be an emergency (**Emergency**); provided, however, that the Operations Contractor will make a good faith effort to contact and notify the Owner prior to taking such action, and will provide a written report to the Owner, within 72 hours after the Emergency has resolved, that details the emergency and actions taken.

F. Provide additional services associated with the Wastewater Facility not otherwise specified in this Agreement upon Owner's written request and as agreed upon by the Operations Contractor, including without limitation: any corrective maintenance and or repairs for the Wastewater Facilities, non-scheduled operations, annual report generation, additional SOP development, regulatory documents, technical and consulting services regarding facility modifications, expansions, changes in laws and regulations impacting the Facilities which would require mediation (**Additional Services**).

3. **Owner Obligations.** Owner shall be responsible to do or provide the following:

A. Payment of all Wastewater Facilities' expenses, which means expenditures for: (i) equipment, supplies and other items necessary for routine operations; (ii) utility costs; and (iii) regulatory-required sampling, and testing/laboratory expenses.

B. Employees or agents to perform daily and routine operational duties, and Emergency response, as required by local, state, and federal regulatory practices.

C. Owner shall:

- i. Sign DMRs;
- ii. Provide materials, equipment, and job supplies; and
- iv. Provide laboratory testing and analysis.

4. **Authorized Representatives.** Each party shall designate an authorized representative who shall be the principal point of contact between the parties for all matters related to the Wastewater Facilities. A party may designate a new authorized representative by giving written notice to the other party. The initial authorized representatives for each party are as follows:

Owner: \_\_\_\_\_

Operations Contractor: Jay Irby and/or Ty Waterman

5. **Payment for Services.**

A. **Rates and Payment.** The Owner shall pay the Operations Contractor the following compensation for services provided under this Agreement.

- i. **Fee for Licensure:** \$3,000.00 / month
- ii. **Fee for Routine Services:** \$65.00 / hr
- iii. **Fee for Additional Services:** \$65.00 / hr
- iv. **Fee for Emergency Services:** \$97.50 / hr
- v. **On-call Services:** \$65.00/day on-call
- vi. **Materials and Job Supplies:** Generally, Owner will supply equipment materials, and job supplies. Operations Contractor may invoice Owner 10% over cost for materials and job supplies provided by Operations Contractor if agreed to by Owner.
- vii. **Laboratory and Analysis:** Generally, Owner will pay laboratory and analysis fees. Operations Contractor may invoice Owner 10% over cost for laboratory and analysis provided by Operations Contractor if agreed to by Owner.

B. **Invoicing.** Operations Contractor shall invoice the Owner once each month, and the Owner shall pay each invoice within two weeks of receipt of the invoice, unless an invoice is protested. Invoices shall contain the operator performing services being invoiced for, category of service, the dates and amount of time for services, and a brief description of services performed. The

“Category of service” means Routine Services (in-contract-scope), Additional Services (out-of-contract scope), or Emergency Services (out-of-contract scope).

C. Protesting an Invoice. If the Owner questions an invoice from the Operations Contractor, the Owner shall provide the Operations Contractor a written protest of all or any portion of an invoice within ten (10) days of its receipt. A protested invoice is not deemed due and payable until the protested charge is resolved between the parties.

D. Late Payment Penalty. If payment is not received within the two week period after invoicing, a compounding 20% penalty will be assessed to the totality of the invoice every week that payment is not received.

6. Duration and Termination. This agreement shall be for a term of no less than 8 calendar months to 365 calendar days from the effective date of this Agreement. The parties may terminate this Agreement by executing an agreement containing the terms of termination.

7. Indemnity and Insurance. Operations Contractor agrees to indemnify and hold Owner harmless from any liability, claims, or damages arising out of or in any way connected with Operations Contractor’s performance of the work described in this Agreement, provided any such liability, claims or damages are not attributable to the gross negligence or intentional misconduct of Owner, its employees or agents. Owner shall indemnify, defend, and hold Operations Contractor harmless from any liability or damages from any liability or damages for property damage or bodily injury, including death, which results from all causes of any kind other than the negligent, grossly negligent, reckless, or intentional misconduct of the Operations Contractor, its employees or agents. Each party shall obtain and maintain insurance coverage.

8. Liability. The parties recognize the Operations Contractor’s services are to provide operations and maintenance oversight and services for the Wastewater Facilities within the scope of services of this Agreement. In providing such ongoing services the Operations Contractor warrants that its services shall be performed in accordance with professional industry standards and it shall not be held responsible or liable for damages occurring as a result of existing system deficiencies or design not a part of this Agreement.

9. General Provisions.

A. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

B. Notices. All written notices required under this Agreement shall be delivered e-mail, facsimile, U.S. Mail, or overnight delivery, and shall be deemed properly given upon receipt by the addressed recipient. All notices shall be addressed as follows, unless otherwise requested in writing from one party to another.

If to Operations Contractor:

Attn: Jay Irby  
OMCS, L.L.C.  
2976 E State St  
Ste 120 Pmb 405  
Eagle, ID 83616  
Phone: 208-989-4753  
Email: [jayirby.omcs@gmail.com](mailto:jayirby.omcs@gmail.com)

If to Owner:

Attn: Becky Crofts  
City of Middleton  
P.O. Box 487  
Middleton, Idaho 83644  
Phone: (208) 585-3133  
Fax: (208) 585-9601  
Email: [bcrofts@middletoncity.com](mailto:bcrofts@middletoncity.com)

C. Assignment. Neither party shall assign all or any portion of this Agreement, or delegate the party's performance, without the prior written consent of the other party. Any purported assignment without that consent shall be void and of no effect.

D. Further Acts. Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to carry out the intent and purposes of this Agreement.

E. Attorney Fees. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including attorney fees, costs of expert witnesses, appeal and collection.

F. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties relating to the subject matter herein, and supersedes all prior comments, suggestions, or agreements not expressly contained herein.

H. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall in no way be affected, impaired, or invalidated.

I. Controlling Law. This contract shall be governed by the law of the State of Idaho with venue in the Third Judicial District Court of the State of Idaho in

Canyon County, Idaho, and the parties consent to that court's personal jurisdiction.

In witness whereof, the hereto parties have executed this Agreement.

**OMCS, L.L.C.**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF MIDDLETON**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_