



**AGENDA**  
**City Council Meeting**  
**City of Middleton, Idaho**

Date: Wednesday May 19, 2021

Time: 5:30 p.m.

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

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

**Action Item:**

- A. Approve Agenda

**Action Items:**

1. Consent Agenda (items of routine administrative business)
  - a. Consider approving minutes for City Council May 5, 2021 regular meeting.
  - b. Consider approving accounts payable thru May 12, 2021 in the amount of \$323,004.68
  - c. Consider approving FCO of Annexation/Rezone, Development Agreement and Preliminary Plat – Bridger Creek.
  - d. Consider approving FCO of Annexation/Rezone and Development Agreement – LaFever
2. (Continuation from May 5<sup>th</sup> Meeting) Consider approving a Contribution Agreement with City of Middleton and Providence Properties, LLC for the Waterford Subdivision Intersection Improvements, and Bridge Improvements. – Roberta Stewart.
3. Consider approving annual (June 1, 2021-May 31, 2022) City Beer and Wine Licenses for:
  - a. Jackson's Food Store Inc #22 (7 E Main St.)
  - b. Jackson's Food Store Inc – Extra Mile #177 (802 E Main St.)
  - c. Chaparral Sports Bar and Grill (3 N Dewey Ave.)
  - d. The Vault 21 Club (21 N Dewey Ave.)
  - e. Casa Mexico (517 S. Middleton Rd.)
  - f. Tsai's Kitchen (7 S. Hawthorne)
  - g. Garbonzo's Pizza (250 E. Main St.)
  - h. Ridley's Family Markets (430 E. Main St.)
4. Consider approving Non-Aerial Fireworks vendor permit from Phantom Fireworks Easter Region, LLC for dates 6/20/2021-7/04/2021. – Becky Crofts
5. Consider approving Memorandum of Understanding between the Star Sewer and Water District and the City of Middleton. – Becky Crofts
6. Consider approving Scope of Work from SPF Water in an amount not to exceed \$\_\_\_\_\_ to update Water Master Plan. – Becky Crofts

**Information Items:**

1. Foundation for Ada/Canyon Trail Systems, Inc – FACTS – Gary Payne
2. South Cemetery Road project update – Rachel Speer
3. North Middleton Rd and Cornell Street Roundabout – Rachel Speer
4. Piccadilly Park Re-use Tank update – Bruce Bayne
5. Response to resident correspondence – Becky Crofts


**Executive Session:**

1. Executive Session pursuant to Idaho Code and possible decision(s) to follow:  
74-206(1)(f) Potential or pending litigation

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

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

Posted by:

  
Jennica Reynolds, Deputy Clerk

Date: May 14, 2021, 5:00 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  
MAY 5, 2021**

The Middleton City Council meeting on May 5, 2021 was called-to-order at 5:30 p.m. by Mayor Rule.

**Roll Call:** Mayor Rule, Council President Kiser, Council Members Huggins, Garner and O'Meara were all present.

Pledge of Allegiance, Invocation: Dorothy Grooms

**Action Items**

**A. Approve Amended Agenda**

**Motion:** Motion by Council President Kiser to approve the Amended Agenda as posted May 3, 2021 at 5:00 p.m. Motion seconded by Council Member O'Meara and approved unanimously.

**Information Items**

**1. Research report on how other jurisdictions handle bonding for infrastructure items not completed during platting process. (Request by Council President Kiser) – Roberta Stewart**

Mayor Rule turned time to City Planner Roberta Stewart who said the City of Middleton bonding process was very similar to surrounding areas. Overall, she believes the cities process could be tightened up by having the engineers review contractors estimates for accuracy before bond amount is submitted to City Council for approval.

**Action Items**

- 1. Consent Agenda (items of routine administrative business)**
  - a. Consider approving minutes for City Council April 21, 2021 regular meeting.**
  - b. Consider approving minutes for Joint Agency Information Workshop April 23, 2021 meeting.**
  - c. Consider approving payable thru April 29, 2021 in the amount of \$109,650.22.**
  - d. Consider approving May 7, 2021 payroll in the amount of \$80,607.83.**
  - e. Consider approving FCO of Preliminary Plat - Piccadilly Square Subdivision.**

Mayor Rule called the items.

**Motion:** Motion by Council President Kiser approve Consent Agenda Items a, b, c, d and e. Motion seconded by Council Member O'Meara and approved unanimously.

**2. Consider unappointing Yorgason Law as the cities legal counsel. – Mayor Rule**

Mayor Rule called the item and said the city is grateful for Chris Yorgason's service. He has served the City of Middleton for many years. Yorgason also represents Star and Middleton is having a conflict with Star. It is time to change legal counsel.

**Motion:** Motion by Council President Kiser to unappoint Yorgason Law as the cities legal counsel. Motion seconded by Council Member Garner and approved unanimously.

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### **3. Consider appointing Hamilton, Michaelson & Hilty, LLP as legal counsel. – Mayor Rule**

Mayor Rule called the item and explained that he has worked with Hamilton, Michaelson & Hilty, LLP previously at Canyon County. He said Attorney Mark Hilty and his staff bring a lot of resources, variety, and specialization to Middleton. This will be helpful to have more than one person to call regarding all legal needs. Mayor Rule introduced Mark Hilty who gave a brief bio and said he and his firm are looking forward to working with the City of Middleton in this capacity.

**Motion:** Motion by Council President Kiser to approve appointing Hamilton, Michaelson & Hilty, LLP as legal counsel. Motion seconded by Council Member O'Meara and approved unanimously by Roll Call Vote.

Mayor Rule congratulated and invited Attorney Mark Hilty to sit in his proper place on the stand as the City Attorney.

### **4. Consider approving purchase and installation of a bailer weighing mechanism to weigh the alfalfa produced on the 6 different zones in the Re-use Farm from Agri-Services in amount not to exceed \$9,911.54. – Bruce Bayne**

Mayor Rule called item and turned time to Public Works Director Bruce Bayne who explained the need of weighing the bales with the core samples and the different zones to prove the uptake/additional weight brought in from the reuse farm. Someone from the City will be doing the sampling to make sure each of the 6 zones are sampled correctly. The farmer who is farming the reuse farm has an extensive history working on DEQ projects, and Bruce has confidence in his abilities as well. This is the tail end of the 1.5-million-dollar project. This estimate is set to expire May 14, 2021 which is why it is being brought before council. If it expires and nothing is done another option will be brought before council.

**Motion:** Motion by Council President Kiser to approve purchase and installation of a bailer weighing mechanism to weigh the alfalfa produced on the 6 different zones in the Re-use Farm from Agri-Services in amount not to exceed \$9,911.54. Motion seconded by Council Member Huggins and approved unanimously.

### **5. Consider approving Resolution 457-21: Transferring asset of baseball backstop at Middleton Place Park to Greater Middleton Parks and Recreation District – Becky Crofts.**

Mayor Rule called the item and City Administrator Becky Crofts explained for years Middleton Place Park has had a baseball diamond that for many years was used by the Middleton Legion Baseball teams. It hasn't been used or requested use by the baseball teams in the past 2-3 years. The City has however received multiple requests from Middleton soccer teams (MSC and REAL) to use that space for soccer fields. The resolution is to surplus the baseball backstop. GMPRD is in need of a backstop. We would like to convert the field at Middleton Place Park to just grass and allow the soccer teams to use the fields to provide a more space. The backstop is worth about \$5000. In return for that GMPRD will remove the backstop, remove the diamond dust and do the reclamation work and repair that area so that it can be seeded for grass in the future.

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**Motion:** Motion by Council President Kiser to approve Resolution 457-21: Transferring asset of baseball backstop at Middleton Place Park to Greater Middleton Parks and Recreation District. Council Member O'Meara recused himself from the vote because the GMPRD will benefit from this action, although he personally will not benefit. Motion seconded by Council Member Garner and approved unanimously.

**6. Consider approving proposed enlarged Area of Impact and similar changes to numerous Comprehensive Plan Maps in preparation for negotiations with Canyon County. – Roberta Stewart**

Mayor Rule called the item and Roberta Stewart explained the need to update and expand the Area of Impact due to additional development extending to the northern boundary. Under Middleton Code and code for Canyon County, we cannot expand the area of Impact without negotiating an agreement with the County. We are asking that City Council grant the permission to begin negotiation of that boundary with the County.

Mayor Rule said this is a step to start the process of being able to annex properties that want to come into the City but are outside of the current area of impact.

Council discussion: The School District and GMPRD boundaries go all the way to Can-Ada Road. This makes sense to start this process.

**Motion:** Motion by Council President Kiser to approve the proposed enlarged Area of Impact and similar changes to numerous Comprehensive Plan Maps in preparation for negotiations with Canyon County. Motion seconded by Council Member O'Meara and approved unanimously.

**7. Public Hearing: Applications from Hayden Homes Idaho LLC for annexation/rezone, development agreement and preliminary plat with respect to the Bridger Creek Subdivision located at 0 Emmett Road, Tax Parcel No., R38211012. The proposed zoning for the preliminary plat is residential R-3. The preliminary plat consists of 44 buildable lots and 6 common lots. – Roberta Stewart.**

Mayor Rule called the item and opened the public hearing at 6:15 p.m.

*Planner Roberta Stewart* presented the Staff Report to Council. (See Exhibit 1)

Mayor Rule opened the public testimony at 6:24 p.m.

*Applicant – Tim Mokwa – Hayden Homes:* Roberta covered most everything he had to say. Within the impact area they have access to public utilities. Their application is compatible and consistent with the zoning to the south. They have coordinated with Toll Brothers on the location of that stub road out of phase 14 of West Highlands. They have also coordinated with property owners to the north and have agreed to put in a fence across the stub street to the north until such time as it gets extended so that they will have access to the gate there because our pressurized irrigation system will be built passed the gate and they will need access to the road. The frontage along Emmett Road has a severe drop after their property. They have purposely tried to avoid that and will just create a landscape buffer area for frontage and stormwater drainage. They have one access in and out the property until another development to the north of them comes in. They have 44 lots so according to fire code they are required to have a secondary access and have coordinated with CHD4 for

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that emergency only access down to Emmett Road which would have collapsible bollards on either side so it is not used as cut through. They are in compliance with the Comp Plan, and have the minimum lot size just over 8,000 sq ft with average lot size of 9.100 sq ft. He has no objections to the recommended conditions.

*Abby Stover – T-O Engineers:* She is the engineer on the project.

**Motion:** Motion by Council President Kiser to close public testimony and seconded by Council Member Huggins and approved unanimously.

Mayor Rule closed the public testimony at 6:29 p.m.

Council Discussion: No discussion

**Motion:** Motion by Council President Kiser to approve the Applications from Hayden Homes Idaho LLC for annexation/rezone, development agreement and preliminary plat with respect to the Bridger Creek Subdivision located at 0 Emmett Road, Tax Parcel No., R38211012. Provided they meet all City and Fire and Staff report recommendations minus the 3<sup>rd</sup> stub road. The proposed zoning for the preliminary plat is residential R-3. The preliminary plat consists of 44 buildable lots and 6 common lots. Motion seconded by Council Member O'Meara and approved unanimously by Roll Call Vote.

Mayor Rule closed the public hearing at 6:33 p.m.

**8. Public Hearing: An application from Dan and Kerri LaFever for annexation, rezone, and development agreement with respect to a 5.27-acre parcel located at 23897 Fox Avenue (tax parcel no. R17932011). Applicant is requesting a rezone to residential R-3. – Roberta Stewart.**

Mayor Rule opened the public hearing at 6:33 p.m. Mayor disclosed this is his neighbor right to the north of him, he is very familiar with this property, but he has no financial interest in this or any kind of conflict.

*Planner Roberta Stewart:* Presented the Staff Report (See Exhibit 2)

Council Member Huggins asked that even if two lots are created, there has to be improvements done? Roberta said this is a complicated lot so if there is a lot split it is too complicated to be done with an administrative lot split.

Mayor Rule opened the public testimony at 6:39 p.m.

*Applicant: Kerri LeFever:* Roberta said everything in detail. She is open to answer any questions from the council. There were no questions.

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

Mayor Rule closed the public testimony at 6:41 p.m.

Council Discussion:

*Kiser:* Until he saw the packet, he didn't realize this parcel was not already in Middleton City.



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He walks by this property frequently and is excited they can expand and do what they want with this property.

**Motion:** Motion by Council President Kiser to approve an application from Dan and Kerri LaFever for annexation, rezone, and development agreement with respect to a 5.27-acre parcel located at 23897 Fox Avenue (tax parcel no. R17932011). Requiring that applicants meet all future City recommendations as we move forward. Motion seconded by Council Member O'Meara and approved unanimously by Roll Call Vote.

Mayor Rule closed the public hearing at 6:44 p.m.

**9. Consider approving a Contribution Agreement with City of Middleton and Providence Properties, LLC for the Waterford Subdivision Intersection Improvements, and Bridge Improvements. – Roberta Stewart.**

Mayor Rule called the item. City Planner Roberta Stewart explained the agreement. After much discussion the Council asked Roberta to bring back a diagram/flow chart showing the payments and time line.

**Motion:** Motion by Council President Kiser to continue item number 9 to the next regularly scheduled meeting (May 19, 2021). Motion seconded by Council Member O'Meara and approved unanimously.

**Public Comment:**

*Mike Graefe:* He appreciates how the council worked. He is happy to see that if the council doesn't understand something they ask for clarification and flow charts instead of pushing things through that are not clear.

**Mayor Comments, Council Comments:**

*Council Member O'Meara:* Concerned with the intersection at SH44 and Middleton Road the right turn only lane needs to be refreshed and perhaps baby bumpers could be placed to not allow cars to go straight from the right turn only lane. He also would like to the striping in front of the fire station, not allow traffic to stack up and prevent fire trucks from getting in and out.

*Mayor Rule:* The city has changed new legal counsel and hired additional counsel - Chris Meyer because of the issues of Star expanding their city limits into Middleton Impact Area. It is really getting to be a problem and should have been addressed several years ago when it started, but for whatever reason it is being addressed now. Be aware this will probably come up in the papers, there will be public comment. That is all part of this equation being so close to Ada County and the growth that both counties are experiencing.

**Adjourn:** Mayor Rule adjourned the city council meeting at 7:02 p.m.

ATTEST:

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Steven J. Rule, Mayor

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Jennica, Deputy Clerk  
Minutes Approved: May 19, 2021





# Middleton City Council

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

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### **In the Matter of the Request of Hayden Homes Idaho LLC for Annexation/Rezone, Development Agreement, and Preliminary Plat involving 44 residential lots and six common lots on 14.71 acres of land located at Emmett Road (Tax Parcel #R38211012):**

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

1. Hearing Facts: (See Staff Report for the hearing date of May 5, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.)
2. Process Facts: (See Staff Report for the hearing date of May 5, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.)
3. Application and Property Facts: (See Staff Report for the hearing date of May 5, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.)
4. Required Findings per Middleton City Code 1-14-2(E)(7): (See Staff Report for the hearing date of May 5, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.)

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

1. That the City of Middleton shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. That due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction.
3. That notice of the application and public hearing were given according to law.
4. That City Council's public hearing was conducted according to law, and the City has kept a record of the application and related documents.
5. That codes and standards applicable to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-15, 1-16, 5-1, 5-3, and 5-4.
6. That public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
7. That this approval and recommendation are subject to the Conditions of Approval set forth in the attached Staff Report for the hearing date of May 5, 2021, which Report is

incorporated herein by reference. The City Council further finds that the requirements set forth in the conditions of approval are reasonable, and the Applicant shall comply with the requirements as a conditions of approval of the application.

**C. Decision and Order:**

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

1. Applicant's request for annexation/rezone, development agreement, and preliminary plat are approved with the conditions set forth in the Staff Report for the hearing date of May 5, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.

WRITTEN DECISION AND ORDER APPROVED ON: May 19, 2021.

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Steven J. Rule  
Mayor, City of Middleton

Attest:

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Roberta Stewart  
Planning and Zoning Department



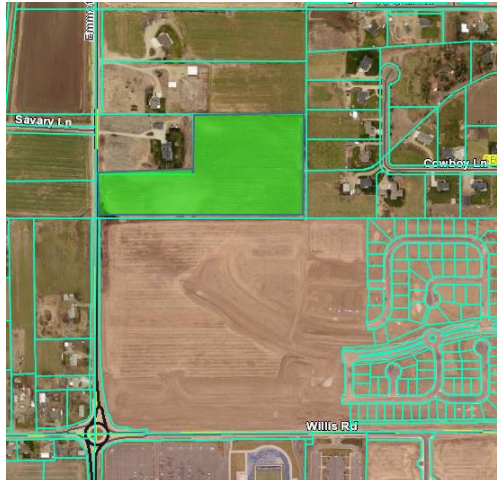
# EXHIBIT "A"

## STAFF REVIEW AND REPORT

### Middleton City Council

## Bridger Creek Subdivision

### Snapshot Summary

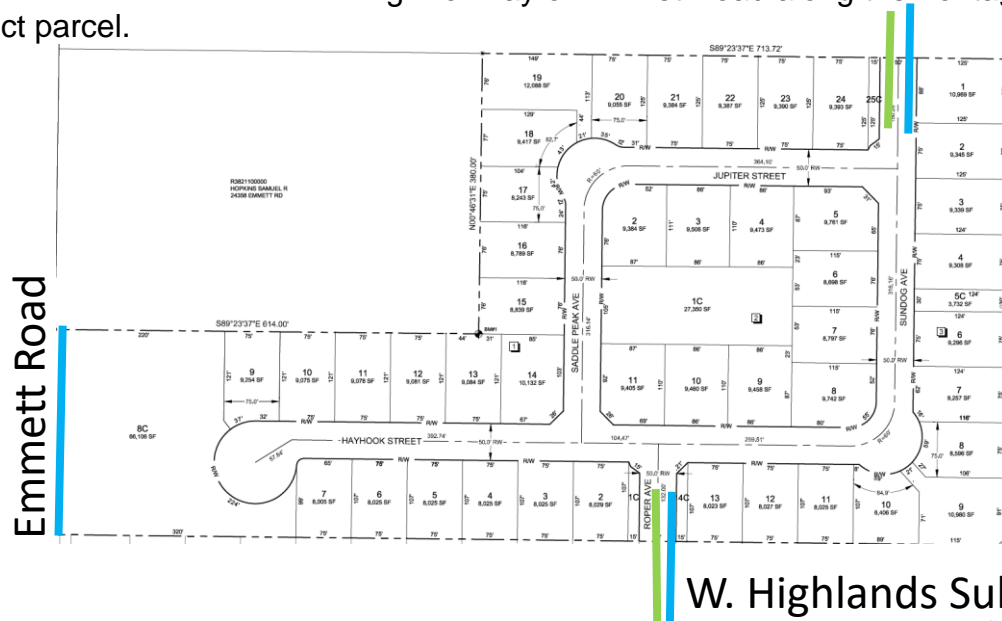
	DESCRIPTION	DETAILS
	Acreage	14.71 acres
	Current Zoning	County Zoning R-1
	Proposed Zoning	R-3
	Current Land Use	Residential
	Proposed Land Use	Residential
	Lots	44 residential lots and 6 common lots for total of 50 lots.
	Density	2.99 units per acre
	Open Space	16%
	Amenities	27,350 s.f. open grassy area Block 2, Lot 1C.

- A. City Council Hearing Date:** May 5, 2021
- B. Project Description:** Residential subdivision with 44 buildable lots and 6 common lots on 14.71 acres of vacant land located at 0 Emmett Road (Tax Parcel #R38211012).
- C. Application Requests:** Applicant has three applications before City Council. The first application is for annexation and rezone. Applicant is requesting a rezone from County R-1 to City of Middleton R-3 zoning. The second application is for Development Agreement, and the third application is for Preliminary Plat involving 44 residential building lots and 6 common lots.

Applicant had a 4<sup>th</sup> application for variance before the Planning & Zoning Commission. Specifically, applicant requested a variance to allow a 60' turning radius for streets instead of the code required 125' turning radius. This allowed tighter corners on two corners in the subdivision. The P&Z Commission approved that application, and those turning radiuses are shown on the plat before Council.

- D. Current Zoning & Property Condition:** The property is currently located in the County and zoned R-1. The property to the South is within Middleton city limits, and it is zoned R-3. Properties to the west, north and east are located in the County and zoned Agriculture.

- E. City Services:** City water and sewer are located immediately south of the project in the West Highlands project. Sewer and water will be brought up through Roper Avenue to service all lots and will be extended northward to service future subdivisions. Additionally, per Engineering review and comments, Developer will extend a 12" water main in the right-of-way of Emmet Road along the frontage of the project parcel.



- F. Traffic, Access & Streets:**

Access to the subdivision is via Willis Avenue and north through the West Highlands subdivision.



Canyon Highway District #4 and City Engineer have recommended a third stub street into the "Hopkins" property to the north so that if the parcel is ever developed in the future, the parcel will take access through Bridger Creek rather than direct access on to Emmett Road.

However, Planning Staff does not recommend a third access, Code only requires developer to create two accesses. The five acre "Hopkins Property" already has access to Emmett road, and it would be overly burdensome to force Bridger Creek to create additional accesses that may never be needed in the future.

As to frontage improvements, Developer should be required to improve, per City standards, the 50' half portion of Emmet Road. Staff recommends this requirement be made a condition of approval for preliminary plat and/or inserted into the Development Agreement.

Engineering Staff and ITD have reviewed developer's preliminary plat and Traffic Impact Study. Both have recommended that Developer pay the following pro-rata share for traffic impacts and intersection controls: \$18,529 toward intersection of Emmett Road and Hwy 44; \$11,250 for intersection of Willis and Hartley; and \$13,750 for intersection of Emmett and Purple Sage for total pro-rata fee of \$43,529.

Developer's payment of these pro-rata fees should be made a part of the Development Agreement and/or condition of approval for preliminary plat.

- G. Pathway, Sidewalks & Open Space:** 5' wide concrete sidewalks span the local roads throughout the subdivision. An 8' wide asphalt pathway will span along the frontage improvements to Emmett Road. Per MCC 5-4-10-4(B), Developer is required to create a traffic buffer along Emmett Road, which buffer is appropriately shown on the preliminary plat.

Developer has provided 16% open space in the subdivision. This exceeds the 5% minimum required by MCC 5-4-10-10. A half acre lawn area has been provided by developer on a common lot in the center of the subdivision (L1C/B2)
- H. Stormdrain and Pressurized Irrigation:** Stormdrain facilities and pressurized irrigation have been provided and are approved by the City Engineer.
- I. Middleton Rural Fire District:** The subject property is in the Middleton Rural Fire District. The District has reviewed the preliminary plat and approved the preliminary plat subject to compliance with District comments.
- J. Dimensional Standards/Preliminary Plat Application:** The preliminary plat complies with all dimensional standards and codes of the City of Middleton except the lower turning radius standard approved by the P&Z Commission.
- K. Annexation and Rezone:** Applicant is requesting that the entire 14.7 acre project parcel be annexed into the City of Middleton and rezoned to R-3 zoning, which permits three single family homes per gross acres. The parcel is contiguous to City limits, and City services are accessible to the parcel, which are the primary requirements for annexation. Applicant has also complied with all other documentation requirements necessary to complete the annexation and rezone of the property.

- L. Development Agreement:** Every annexation and rezone request should entail a Development Agreement (“DA”). Applicant and City Staff have used the City’s form for the DA currently before Council, except the following five provisions have been inserted:
- a. Project area to be zoned R-3.
  - b. Developer shall, at its own cost, improve the 50’ half-road portion of Emmett Road to City standards and dedicate the same to the City of Middleton.
  - c. Developer shall pay additional pro-rata or proportionate share fees for all traffic impacts and intersection controls in the amount of \$43,529.
  - d. Developer shall build only single family homes, without 2<sup>nd</sup> accessory dwellings.
  - e. Developer may use subdivision property not used for residential purposes for common area, utility lines, storm water management or other “allowed” uses per MCC 5-4-1 Table 1.

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

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

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

- N. Comments Received from Surrounding Landowners:** None.

- O. Comments from Agencies:** As already noted above, planning staff received the following comments from agencies: 3/8/2021 comments from the Middleton Rural Fire District. 4/5/2021 comments from Canyon Highway District No. 4, and 4/2/2021 comments from Black Canyon Irrigation District. (Copies of the comments can be found in the City Council Packet.)

- P. Comments from City Engineer and Planning Staff:** Copies of City Engineer comments dated 3/19/2021 and 4/5/2021 and Planning Staff comments dated 3/16/2021 and 4/5/2021 are in the City Council packet.

**Q. Applicant Information:** Application was received and accepted on February 8, 2021. The Applicant/Owner is Hayden Homes Idaho LLC, 1406 N. Main St. #109, Meridian, ID 83642 (208) 869-9785.

<b>R. Notices &amp; Neighborhood Meeting:</b>	<b>Dates:</b>
Newspaper Notification	04/18/2021
Radius notification mailed to Adjacent landowners within 300'	04/16/2021
Circulation to Agencies	04/16/2021
Sign Posting property	04/16/2021
Neighborhood Meeting	01/21/2021

**S. Applicable Codes and Standards:**

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

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

If City Council is inclined to approve the applications for annexation/rezone, development agreement, and preliminary plat, Planning Staff recommends that the preliminary plat approval be subject to the following conditions of approval:

1. City of Middleton municipal domestic water, fire flow and sanitary sewer services are to be extended to serve the subdivision.
2. City Engineer review comments are to be completed and approved except comment regarding 125' turning radius.
3. All Planning Staff review comments are to be completed and approved.
4. All requirements of the Middleton Rural Fire District are to be completed and approved.





# Middleton City Council

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

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### **In the Matter of the Request of Dan and Kerri LaFever for Annexation/Rezone and Development Agreement involving a 5.27 acre parcel with single family home located at 23897 Fox Avenue (Tax Parcel #R17932011):**

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

1. Hearing Facts: (See Staff Report for the hearing date of May 5, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.)
2. Process Facts: (See Staff Report for the hearing date of May 5, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.)
3. Application and Property Facts: (See Staff Report for the hearing date of May 5, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.)
4. Required Findings per Middleton City Code 1-14-2(E)(7): (See Staff Report for the hearing date of May 5, 2021, which Report is attached hereto as Exhibit "A" and incorporated herein by this reference.)

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

1. That the City of Middleton shall exercise the powers conferred upon it by the "Local Land Use Planning Act of 1975," codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. That due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Middleton planning jurisdiction.
3. That notice of the application and public hearing were given according to law.
4. That City Council's public hearing was conducted according to law, and the City has kept a record of the application and related documents.
5. That codes and standards applicable to the application are the Idaho Standards for Public Works Construction, the Middleton Supplement to the Idaho Standards for Public Works Construction, and Middleton City Code 1-14, 1-15, 1-16, 5-1, 5-3, and 5-4.
6. That public facilities and services required by the proposed annexation will not impose expense upon the public if the attached conditions of approval are imposed.
7. That this approval and recommendation are subject to the Conditions of Approval set forth in the attached Staff Report for the hearing date of May 5, 2021, which Report is

incorporated herein by reference. The City Council further finds that the requirements set forth in the conditions of approval are reasonable, and the Applicant shall comply with the requirements as a conditions of approval of the application.

**C. Decision and Order:**

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

1. The annexation/rezone application and development agreement is approved subject to the Conditions of Approval set forth in the Staff Report for the May 5, 2021 Public Hearing attached hereto as Exhibit "A" and incorporated herein by this reference.

WRITTEN RECOMMENDATION AND DECISION APPROVED ON: May 19, 2021.

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Steven J. Rule, Mayor  
City of Middleton

Attest:

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Roberta Stewart  
Planning and Zoning Department




Exhibit "A"

# STAFF REVIEW AND REPORT

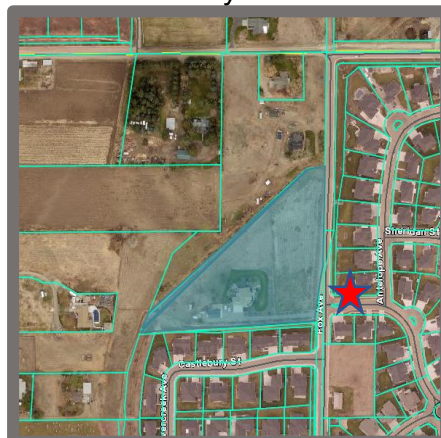
Middleton City Council

## LaFever Annexation – 23897 Fox Avenue

### Snapshot Summary

	DESCRIPTION	DETAILS
	Acreage	5.27 acres
	Current Zoning	County Zoning - Agriculture
	Proposed Zoning	R-3
	Current Land Use	Residential
	Proposed Land Use	Residential
	Lots	Single parcel being annexed

- A. **City Council Hearing Date:** May 5, 2021
- B. **Project Description and Application Request:** Request to annex 5.27 acre parcel with single family home into Middleton City limits and rezone to R-3. Parcel is part of the Hawthorn Subdivision. The address is 23897 Fox Avenue, Tax Parcel No. R17932011.
- Once annexed, the parcel has a potential for future development and may be the subject of a preliminary plat with R-3 zoning, which would allow up to 15 single family homes.
- C. **Current Zoning & Property Condition:** The property is currently located in the County and zoned Agriculture. The properties to the south and east are within Middleton City limits and are zoned R-3. Property to the north and west is county property zoned agriculture.
- D. **City Services:** City water and sewer are located at the intersection of Fox Avenue and N. Powder River Dr., which is immediately accessible to the parcel site.



- E. Traffic, Access & Streets:** Access to the parcel is via Fox Avenue. If the parcel owners choose to develop the parcel after annexation, per the Development Agreement accompanying this Annexation, they will need to improve the 30' half-road of Fox Avenue and dedicate that portion of the right of way to the City of Middleton. This improvement will include roadway, curb & gutter, and 5' sidewalk. Additionally, if the parcel owner chooses to develop the parcel, they will be required to move their approach or access further north so it is directly opposite N. Powder River Street, which is the entry to Powder River Subdivision No. 2.



- F. Annexation and Rezone:** Annexation requires primarily two things: (1) the property is contiguous to city limits and (2) sewer and water service are available for immediate hook up. Applicant's parcel meets both of these requirements. Additionally, Applicant has complied with all other documentation and requirements necessary to complete annexation and rezone.
- G. Development Agreement:** Every annexation and rezone request requires a Development Agreement ("DA"). Applicant and City Staff have used the City's form for the DA, and have added the following provisions:
- Applicant will hook up the existing single-family home to Middleton sewer and water prior to finalization of the annexation by the Ada County Treasurer's Office.
  - All existing wells shall be abandoned per Idaho Department of Water Resources regulations prior to finalization of the annexation by the Ada County Treasurer's Office.
  - All septic systems shall be completely removed and the area recompacted per geotechnical study and report prior to finalization of the annexation by the Ada County Treasurer's Office.
  - Zoning for the parcel shall be R-3.
  - If Applicant develops the parcel after annexation, Applicant will do the following:
    - Any land division will occur through the subdivision platting process, even if the development will involve only two lots, and Applicant's subdivision plat will comply with all engineering and agency requirements for final plat.

- ii. Applicant shall improve the western 30' half-road portion of Fox Avenue the entire length of the project and dedicate the same to the City of Middleton.
- iii. Applicant shall move the current access/approach north so that it is directly opposite N. Powder River Drive.
- iv. Applicant shall obtain a new access/approach permit from the City of Middleton

**H. Comments Received from Surrounding Landowners:** None.

**I. Comments from Agencies:** 3/25/2021 comments from Canyon Highway District No. 4 and 3/26/2021 comments from Middleton Mill Ditch Co. CHD4 indicated that they had no concerns with the project. Middleton Mill District sent a list of requirements that will be triggered if applicant chooses to develop the project in the future. See comments in Council's packets.

**J. Comments from City Engineer:** City engineer reviewed the annexation survey data, exhibit, and legal description and found that the documentation was correct and supported the annexation request. City Engineer comments dated 3/31/2021 are in the City Council packet.

**K. Applicant Information:** Application was received and accepted on February 19, 2021. The Applicant/Owners are Dan and Kerri LaFever – 23897 Fox Avenue, Middleton 83644 (208) 250-2598

<b>L. Notices &amp; Neighborhood Meeting:</b>	<b>Dates:</b>
Newspaper Notification	04/18/2021
Radius notification mailed to Adjacent landowners within 300'	04/16/2021
Circulation to Agencies	04/16/2021
Sign Posting property	04/16/2021
Neighborhood Meeting	01/21/2021

**M. Applicable Codes and Standards:**

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

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

The application for annexation/rezone and application for development agreement are in compliance with Middleton City Code and standards. If the City Council is inclined to approve the applications, Planning Staff recommends that no conditions of approval be tied to the applications. The Development Agreement will take care of any issues that may arise.

Prepared by Middleton City Planner, Robert Stewart

Dated: 4/30/2021





## CONTRIBUTION AGREEMENT – Matrix Breakdown / Providence Properties aka Hubble Homes

The Contribution Agreement covers only 2 things: Payment of Pro-rata Traffic fees and Payment of pro-rata share to improve a large culvert/bridge on Duff

Total pro-rata Traffic Fees due \$427,008



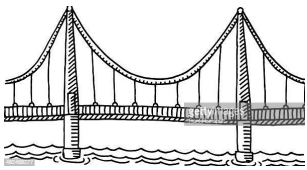
\$133,008 contribution to constructing left turn lane at Duff & Hwy 44. This will be paid by actually doing the design and constructing the intersection. If it cost less than \$133,008 to construct the turn lane, Hubble will pay cash to City to ensure full \$133,008 is paid in one form or another. If it costs more than \$133,008, the City will pay Hubble the difference.

\$294,000 paid at final plat on a “per phase and per lot basis”.

There are 262 total residential lots.  $\$294,000 \div 262 \text{ lots} = \$1122.14$  per lot. Payments at final plat are as follows:

Phase 1: 41 lots x \$1122.14 = \$46,007.74  
Phase 2: 31 lots x \$1122.14 = \$34,786.34  
Phase 3: 43 lots x \$1122.14 = \$48,252.02  
Phase 4: 38 lots x \$1122.14 = \$42,641.32  
Phase 5: 34 lots x \$1122.14 = \$38,152.76  
Phase 6: 36 lots x \$1122.14 = \$40,397.04  
Phase 7: 39 lots x \$1122.14 = \$43,763.46

Hubble owes 40% of the total cost to improve a culvert/bridge on Duff Lane. Total cost is \$358,700. Hubble can choose either 1 of the 2 alternatives to pay \$143,480 due.



Alternative 1 – Give the City a cashiers check in the amount of \$215,220 ( $\$143,480 \times 150\% = \$215,220$ ). This money will sit in an account until the bridge fails and is constructed sometime in the future. The \$215,220 is effectively a bond amount. Money not used must be paid back to Hubble.

Alternative 2 – Hubble will be the project manager and actually build the bridge along with its other frontage improvements. City will pay Hubble an 8% fee for the construction management. Hubble will layout the cash and build the bridge then submit payment requests to the City. The City will reimburse Hubble for all costs minus Hubble’s 40% proportionate share.

The timing of bridge completion is affected by water in the canal. The contract specifically states that incompleteness of the bridge will not prevent Hubble Homes from getting final plat but Hubble must bond for the bridge work that was not completed at final plat and then finish up the work as soon as the canal is dry.

## **CONTRIBUTION AGREEMENT**

This Contribution Agreement ("Agreement") is entered into by and between the City of Middleton, a municipal corporation in the State of Idaho ("City"); and Providence Properties, LLC ("Developer").

### **RECITALS**

WHEREAS, Developer owns approximately 99.02 acres of real property located at 0 Duff Lane on the East side of Duff Lane, South of Foothill Rd. and North of 9<sup>th</sup> Street, Middleton, Canyon County, Idaho, commonly referred to in the Canyon County Assessor's records as Parcel Nos. R33861 and R3386101, and legally described in Exhibit A attached hereto and incorporated herein by this reference (Property); and

WHEREAS, The City adopted Ordinance No. \_\_\_, on \_\_\_\_\_, \_\_\_\_\_ to annex and rezone the Property from Canyon County Rural Residential (RR) to City of Middleton Single-Family Residential (R-3). The Ordinance became effective after it was approved, signed, published and recorded according to law, all of which actions the City performed at the City's expense and with the Developer's cooperation; and

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

### **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 INTERSECTION IMPROVEMENTS**

Developer agrees to pay an Intersection Mitigation Fee as part of the Subdivision's impact on the City road network. Said fees total \$427,008.00 and shall be paid on the following schedule:

A. Developer agrees to contribute \$133,008.00 of the total Intersection Mitigation Fee towards an eastbound left turn lane at the intersection of Duff Lane and SH 44. Developer agrees to contribute said amount by managing the design, surveying, engineering, approval process and construction of the left turn lane. Developer shall coordinate with City, ITD and Canyon Highway District #4 during the design, management, and construction of the left turn lane.

a. Developer's \$133,008.00 responsibility includes the following items and costs, which items and costs are hereinafter referred to as "Work":

1. All survey work, including Topographic survey
  2. Geotechnical Study
  3. Site Condition Analysis
  4. Engineering
  5. Application and review fees of all public reviewing bodies
  6. Bidding and contracting
  7. Construction costs (including but not limited to the cost of widening the road section, road closures, traffic control, drainage improvements, utility relocation or augmentation, striping and all required inspections and reporting)
  8. Construction management fee totaling 8% of all items listed above.
- b. Developer agrees to start the surveying and engineering design of the turn lane once the Waterford Phase 1 construction plans are approved by the City.
- c. During preliminary engineering, Developer will deliver to the city a preliminary cost estimate of the overall Work.
- d. At the conclusion of the bidding and contracting phase of the project and before construction begins on the Work, Developer will provide to the City an accounting of the costs to be incurred as well as an estimate of the remaining costs. Developer and the City will evaluate the overall cost of the Work and determine if additional monies will be required to complete the Work over and above the \$133,008.00 amount.
- e. The City is responsible for the acquisition of the right of way, and construction cannot commence until the right of way is secured. Developer is responsible for providing to the City a legal description of the right of way to be acquired.
- f. Developer agrees to start construction within a reasonable time after the turn lane construction plans are approved by all applicable entities and the City has acquired the right of way, and Developer will work to finish construction of the turn lane with deliberate speed depending on the conditions on the ground.
- g. At final acceptance of the turn lane, Developer will provide a final accounting of all the items defined in the Work. In the event the full cost of the left turn lane and all related items listed in 3.2.A are more than \$133,008.00, the City will pay Developer the difference between the contribution and total cost. In the event the total cost is less than \$133,008.00, Developer will pay the difference to the City.
- h. In whatever phase the City acquires the right of way for the left turn lane, the final plat for the subsequent phase will not be approved by the City until the left turn lane is constructed and accepted by all applicable entities.
- B. The remaining \$294,000.00 Intersection Mitigation Fee will be paid to the City of Middleton on a per phase and per lot basis. The fee for each phase is based on the number of buildable lots in each phase. Payment of the fee for each phase of development will be a condition of final plat approval.

**ARTICLE II  
BRIDGE IMPROVEMENTS**

Developer agrees to pay 40% of the design, construction management, and construction costs for the bridge/culvert crossing located on Duff Lane at the Middleton Mill Ditch. The April 14, 2020 Titanium Excavation Budget, attached hereto as Exhibit A, sets forth a \$338,700.00 estimate for the crossing's construction costs. Design work is estimated to be an additional \$20,000.00. Developer may pay its 40% pro-rata portion of the total \$358,700.00 amount one of two ways:

A. Developer may pay, by cashier's check or personal check, to the City 40% of the estimated cost of \$358,700 multiplied by 150%, which is the City's typical bond percentage, for a total amount of \$215,220.00. City will cash the check and hold the money in trust until the bridge is ultimately constructed.

B. Developer shall design and construct the culvert crossing along with its frontage improvements along Duff Lane next to the Waterford project.

- i. City will pay Developer 8% of the overall cost for design and construction management, which amount will be offset against 40% owed.
- ii. Developer is responsible for completing the design of the culvert crossing and getting bids for the project.
- iii. Upon receipt of bids, Developer and the City agree to meet and determine the actual cost of the project. If the project costs more than the current estimate, Developer agrees to pay 40% of the increased amount. If the project costs less than the current estimate, then Developer will only be responsible for 40% of the lesser amount.
- iv. The Parties acknowledge that the Middleton Mill Ditch will have water in it until on or about October 15, 2021. Failure to complete the bridge/culvert crossing will not delay the City's final plat approval assuming all other required frontage improvements are complete and accepted by the City or other appropriate agency.
- v. If Developer desires final plat approval before completion of the project, Developer will submit a surety bond for the bridge construction in an amount 150% of Developer's responsibility for the bridge construction. As soon as the water is out of the ditch, Developer agrees to construct the project.
  1. During the construction project, Developer may submit a "pay application" every 30 days for work completed. The City will pay the amount due within 30 days, less Developer's 40% portion.
- vi. The surety will stay in place until the bridge is completed and accepted by the City.

**ARTICLE III  
FAILURE TO COMPLY WITH AGREEMENT**

3.1 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. 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.

3.2 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.

3.3 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 IV  
GENERAL PROVISIONS**

4.1 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.

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

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

Developer: Providence Properties, LLC  
701 S. Allen St, Suite 104  
Meridian, ID 83642

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

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

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

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

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

4.6 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.

4.7 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.

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

[Remainder of page intentionally left blank]

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF MIDDLETON**

**ATTEST**

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

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

State of IDAHO            )  
                                  ss.  
County of Canyon        )

I, a notary public, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Steven J. Rule, who, 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: \_\_\_\_\_  
Providence Properties, LLC.

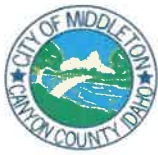
State of Idaho            )  
                                  ss.  
County of \_\_\_\_\_)

I, a notary public, do hereby certify that on this \_\_ day of \_\_\_\_\_, 2021, personally appeared before me Neva Coburn who, being first duly sworn, declared that they signed

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







# CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,  
MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 FAX  
[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)



ADMINISTRATION  
BEER WINE  
APPLICATION/LICENSE

YEAR June 1, 2021 – May 31, 2022

☐ 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

# 3,110333

\$ 250.00

#### LICENSE

# \_\_\_\_\_

Applicant Name: Jacksons Food Stores, INC

Business Name: Jacksons #22

Business Address (Street/P.O.Box/City/Zip): 7 E. Main St

Mailing Address (Street/P.O.Box/City/Zip): 3450 E. Commercial Ct Meridian, ID 83642

Business phone: 208-586-2199 Other Phone: 208-884-6658

Email address: cindy.burnett@jacksons.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.

Date 3-23-21

Applicant Signature

Cory Jackson

Print Name

### LICENSE

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

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

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

City Clerk

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



# CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,  
MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 FAX  
[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)

ADMINISTRATION

BEER WINE  
APPLICATION/LICENSE



YEAR June 1, 2021 – May 31, 2022

- ☐ New License  
☒ Renewal

## SALE FOR ON-PREMISE CONSUMPTION

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

## SALE FOR OFF-PREMISE CONSUMPTION

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

### OFFICE USE ONLY:

RECEIPT

# 3.110.334

\$ 250.00

LICENSE

# \_\_\_\_\_

Applicant Name: Jacksons Food Stores, Inc

Business Name: Extra Mile #177

Business Address (Street/P.O.Box/City/Zip): 802 Main St

Mailing Address (Street/P.O.Box/City/Zip): 3450 E. Commercial Ct Meridian, ID 83642

Business phone: 208-585-3761 Other Phone: 208-884-6658

Email address: cindy.burnett@jacksons.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.

Date 3-23-21

Applicant Signature

Cory Jackson  
Print Name

### LICENSE

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

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

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

City Clerk

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



# CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,  
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208-585-3133, 208-585-9601 Fax  
[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)

ADMINISTRATION

BEER WINE  
APPLICATION/LICENSE



YEAR June 1, 2021 – May 31, 2022

- ☐ 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

# 3.110355  
\$ 400.00

#### LICENSE

# \_\_\_\_\_

Applicant Name: Kammi Reynolds

Business Name: Chaparral Sportsbar & Grill

Business Address (Street/P.O.Box/City/Zip): 3 N. Dewey Ave Middleton ID 83644

Mailing Address (Street/P.O.Box/City/Zip): 1153 Dittman Dr Emmett ID 83617

Business phone: 208-585-9983 Other Phone: 208-921-9737

Email address: Kammistradley@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.

4-29-21  
Date

Kammi Reynolds  
Applicant Signature

Kammi Reynolds  
Print Name

### LICENSE

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

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

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

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

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



# CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,  
MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 Fax  
[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)



ADMINISTRATION  
BEER WINE  
APPLICATION/LICENSE

YEAR June 1, 2021 – May 31, 2022

- ☐ 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

# 4-002796  
\$ 400.00

#### LICENSE

# \_\_\_\_\_

Applicant Name: Silvia K Lane

Business Name: The Vault 21 Club

Business Address (Street/P O.Box/City/Zip): 21 N Dewey Ave Middleton Id 83600

Mailing Address (Street/P.O.Box/City/Zip): 2205 S Kimball Ave Caldwell Id 83605

Business phone: 208-585-9829 Other Phone: 208-620-0829

Email address: surplaceSaloon21@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.

5-6-21  
Date

Silvia K Lane  
Applicant Signature

Silvia K Lane  
Print Name

### LICENSE

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

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

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

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

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



# CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,  
MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 FAX  
[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)

ADMINISTRATION

BEER WINE  
APPLICATION/LICENSE



YEAR June 1, 2021 – May 31, 2022

- ☐ 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

# 1.237364  
\$ 400.00

#### LICENSE

# \_\_\_\_\_

Applicant Name: Victor Rocha

Business Name: Casa Mexico

Business Address (Street/P O.Box/City/Zip): 517 S. Middleton Rd

Mailing Address (Street/P.O.Box/City/Zip): SAME  
Middleton, ID 83644

Business phone: (208) 585 6444 Other Phone: (208) 805 8186

Email address: casamexico05@live.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.

Date

3/18/21

Applicant Signature

Victor Rocha

Print Name

Victor Rocha

### LICENSE

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

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

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

City Clerk

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





# CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,  
MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 FAX  
[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)



ADMINISTRATION  
BEER WINE  
APPLICATION/LICENSE

YEAR **June 1, 2021 – May 31, 2022**

- ☐ 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

# 4.002693

\$ 450.00

LICENSE

# \_\_\_\_\_

Applicant Name: Jamie Tsai

Business Name: Tsai's Kitchen

Business Address (Street/P O.Box/City/Zip): 7 S. Hawthorne Middleton,

Mailing Address (Street/P.O.Box/City/Zip): ID. 83644

Business phone: 208-585-5878 Other Phone: \_\_\_\_\_

Email address: tsaiskitchen@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.

4/24/2021  
Date

Jamie Tsai  
Applicant Signature

Jamie Tsai  
Print Name

### LICENSE

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

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

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

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

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





# CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,  
MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 Fax  
[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)



ADMINISTRATION

BEER WINE  
APPLICATION/LICENSE

YEAR June 1, 2021 – May 31, 2022

☐ 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

# 1.237396  
\$ 200.00

LICENSE

# \_\_\_\_\_

Applicant Name: Thomas Errol Genter

Business Name: Garbouzo's Pizza, Inc.

Business Address (Street/P O.Box/City/Zip): 250 E. Main St. Middleton, ID 83644

Mailing Address (Street/P.O.Box/City/Zip): PO Box 271 Middleton, ID 83644

Business phone: 208-585-3083 Other Phone: 208-249-7201

Email address: tongenta@hotmail.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.

5/14/21  
Date

Thomas E. Genter  
Applicant Signature

Tom Genter  
Print Name

### LICENSE

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

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

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

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

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

108790



# CITY OF MIDDLETON

PO Box 487, 1103 W. MAIN ST.,  
MIDDLETON, ID 83644  
208-585-3133, 208-585-9601 FAX  
[WWW.MIDDLETONIDAHO.US](http://WWW.MIDDLETONIDAHO.US)

ADMINISTRATION

BEER WINE  
APPLICATION/LICENSE



YEAR June 1, 2021 – May 31, 2022

- ☐ New License  
☒ Renewal

## SALE FOR ON-PREMISE CONSUMPTION

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

## SALE FOR OFF-PREMISE CONSUMPTION

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

### OFFICE USE ONLY:

RECEIPT

# 1.237402

\$ 250.00

LICENSE

# \_\_\_\_\_

Applicant Name: Mark Ridley

Business Name: Ridley's Family Markets Inc

Business Address (Street/P.O.Box/City/Zip): 430 East main St. Middleton ID

Mailing Address (Street/P.O.Box/City/Zip): 621 Washington St So Twin Falls 83301

Business phone: 208-585-3043 Other Phone: 208-321-4633

Email address: mmanager@shopridleys.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.

Date

3-18-21

Applicant Signature

Mark Ridley

Print Name

### LICENSE

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

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

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

City Clerk

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





# 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

## NON-AERIAL FIREWORKS APPLICATION

REV. 03/19



For retail sale of non-aerial fireworks at temporary fireworks stands within the City of Middleton.  
Middleton City Code 1-15-14 and 1-15-14-2 Fireworks.

- Permit fee: \$50.00 for Non-Aerial Vendors Permit.  
\$300.00 deposit, bond or letter of credit for prompt removal of structure and cleanup of debris.
- Insurance: Bond or Certificate of insurance is required and must be filed with the City prior to the issuance of permit.  
Bond or valid certificate of public liability and property-casualty insurance providing coverage of at least one hundred thousand dollars (\$100,000.00) for personal injury and property damage required.

### I. General Information:

#### Name, Cell Phone, Business Phone, and Address of Applicant:

Joe Witter, Regional Manager 801-825-6101 PO Box 164021, Clearfield UT 84016

Cell Phone: 801-946-5313

#### Name and Address of Business applicant is representing:

Phantom Fireworks Eastern Region LLC, PO Box 160421 Clearfield, UT 84016

#### Address of location applicant has permission to sell fireworks; property owner name and phone:

Ridley's Family Market 430 E Main St. Middleton, ID 83644

#### Applicant/Business Idaho State Sales Tax Permit number:

Date(s) of sale of fireworks: 06/20/2020-07/04/2020

### APPLICANT / BUSINESS REPRESENTATIVE

  
Signature

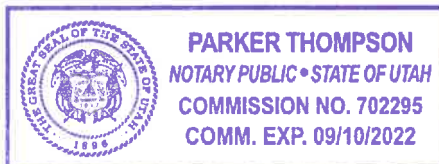
Date: 4/8/2021

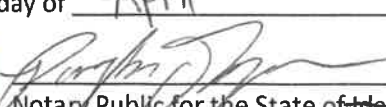
Phantom Fireworks Eastern Region LLC (Joe Witter Regional Manager)

Print name / Business Name and Representative Title

Subscribed and sworn before me this 8 day of April, 2021.

(Seal)



  
Notary Public for the State of Idaho Utah

Residing at: Clearfield, Utah

Commission expires: 9/10/2022



## 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

### NON-AERIAL FIREWORKS APPLICATION

REV. 03/19



#### OFFICE USE ONLY

Application Received: GR 5-11-2021

Fee Received: Rec 1.237370 (+50.00)

Deposit Received: check #598272

Insurance Certificate Received: Yes

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

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

#### FIRE INSPECTION:

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

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

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

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

City of Middleton  
PO Box 487  
1103 W MAIN ST  
Middleton ID 83644 208-585-3133

Receipt No: 1.237370 May 11, 2021

PHANTOM FIREWORKS

Previous Balance:	.00
GENERAL FUND	
FIREWORKS	50.00
PERMIT/6.20.2021 TO	
7.4.2021/PHANTOM	
FIREWORKS	

Total:	50.00
--------	-------

SunWest

Check No: 598273	50.00
Total Applied:	50.00

Change Tendered:	.00
------------------	-----

05/11/2021 1:55 PM



# Phantom Fireworks Eastern Region, LLC dba Phantom Fireworks

Distributors of Phantom® and Wolf Pack® Brand Fireworks  
P.O. Box 160421, Clearfield, UT 84016 | Office: 801-825-6101



## FIREWORKS TEMPORARY SALES LICENSE & LEASE AGREEMENT

This agreement (hereinafter, the "Agreement") is made between: **Ridley's Family Markets, Inc.**, 621 Washington Street South, Twin Falls, ID 83301 (hereinafter referred to as the "Landlord") a Wyoming corporation authorized to do business in Idaho and Utah, and **Phantom Fireworks Eastern Region, LLC dba Phantom Fireworks**, of the address specified above, (hereinafter referred to as "Phantom") a Delaware limited liability company authorized to do business in Idaho and Utah, for the purpose of granting an Operating Group designated by Phantom, the exclusive right to operate a temporary state-legal consumer fireworks sales facility on each of the locations set forth on Exhibit A, attached hereto and incorporated herein by reference (hereinafter, the "Premises") and any subsequently added location(s) and the first right to add any new locations Landlord may acquire and/or open, under the same terms and conditions as set forth herein.

The parking lot and/or common area ancillary to the Premises are owned and/or controlled by the Landlord, and the Landlord warrants and certifies full right and authority to grant to Phantom, and the Operating Group selected by Phantom, the exclusive right to occupy and operate a consumer fireworks sales stand or tent and locate a container on each of the Premises set forth on Exhibit A for the following periods (hereinafter, the "Term"):

For all locations in Idaho- June 15, 2020 (the "Commencement Date") to July 15, 2020

For all locations in Utah- June 15, 2020 (the "Commencement Date") to August 15, 2020

The parties agree that Landlord may delete a location on Exhibit A on or before May 25 of each lease Term.

In exchange therefore, Phantom shall pay Landlord the sum of \_\_\_\_\_  
per location listed on Exhibit A by June 1<sup>st</sup> of each lease Term.

Phantom and the Landlord agree to the following terms and conditions:

1. Phantom will provide liability insurance coverage in the aggregate amount of \$10,000,000.00; will name Landlord as an "Additional Insured;" and will, prior to occupancy, deliver a certificate to Landlord evidencing such insurance covering the erection, maintenance, and operation of the fireworks sales venue. Additionally, Phantom will hold the Landlord harmless from any liability in connection with same.
2. Phantom shall pay all costs involved in erection, maintenance, and operation of the stand or tent, and, on departure, Phantom shall return the Premises to its original condition. The tent may be secured in the asphalt with 1" diam. stakes.
3. Phantom shall obtain and pay for all necessary permits and licenses required by law; shall post any debris and performance bonds required by local authority; and shall adhere to all laws and regulations.
4. If the sale of consumer fireworks shall be prohibited by public authority, the prepaid lease Rent will be refunded, and this Agreement shall automatically become null and void. If the public authority having jurisdiction over the leased Premises limits or restricts the sale of fireworks in any way, then this Agreement is subject to revision.
5. If Phantom is unable to secure a group or operator to operate on the Premises and the property is not utilized, the prepaid Rent will be refunded, and this Agreement shall automatically become null and void for the Term as to that location. In the event the Premises is not utilized in a given year, Phantom shall have the option to use the Premises for the following year under the same terms and conditions by giving notice by March 1, of the following year. If the property is sold or otherwise inaccessible due to construction or the like, then this Agreement is subject to revision. If this Agreement should become null and void under this provision or paragraph 4 of this Agreement, then prepaid Rents as to that location shall be refunded to Phantom within ten (10) business days of written cancellation.
6. Landlord agrees that if a refund of prepaid Rent is due and owing to Phantom under the provisions of this Agreement, that Phantom's acceptance of less than the full amount of any prepayment shall not be deemed an accord and satisfaction or compromise of such payment unless Phantom specifically consents in writing to payment of such lesser amount, regardless of Landlord's characterization as "full payment," "accord and satisfaction," or other similar characterization on the payment instrument.
7. In any action or proceeding to enforce, interpret, or declare rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney fees, costs associated with suit and litigation expenses.
8. Late payment of Rent shall be subject to a fee of \$15.00 per day late. In the event a Rent payment is late, this Agreement shall remain valid and shall not terminate.
9. This Agreement commences as of the date indicated on the last of the signatures below.
10. Phantom is hereby given an option to renew this Lease Agreement for five (5) one (1) year periods beginning in the year 2021 under the same terms and conditions as stated above. Phantom must notify Landlord of its intent to exercise option by December 31 of the last Lease year reflected in this Agreement.
11. Each individual signing this Lease Agreement expressly represents and warrants that they are authorized by the entity for which they sign, to legally bind and commit that entity to the terms set forth herein. All notices required or allowed under this Agreement shall be given in writing to the addresses listed herein or such other addresses as the parties may designate in writing.
12. This Agreement and its terms and conditions, including the amount paid as Rent, shall remain confidential unless disclosure is mutually agreed to in writing by both parties or as disclosure is required by governmental entities.

Agreed to and accepted by:  
**Ridley's Family Markets, Inc.**

**Phantom Fireworks Eastern Region, LLC**

By: [Signature] 10/25/2017  
Authorized Signature Date

Print Name and Capacity

Phone

Email

By: [Signature] 10/25/2017  
Authorized Signature Date

Joe Witter -- Regional Manager UT/ID/CO  
Print Name and Capacity

801-825-6101

Phone

jwitter@fireworks.com

Email





## RETAIL FIREWORKS SITE PLAN

SITE ACCOUNT # 0600577

Phantom Fireworks Utah Office (801) 825-6101

Crew must call with any issue/question

Location Name: Ridley's Middleton

Stand or Tent: Tent

Location Address: 430 E Main

Size: 20x30

Location City/State: Middleton, ID 83644

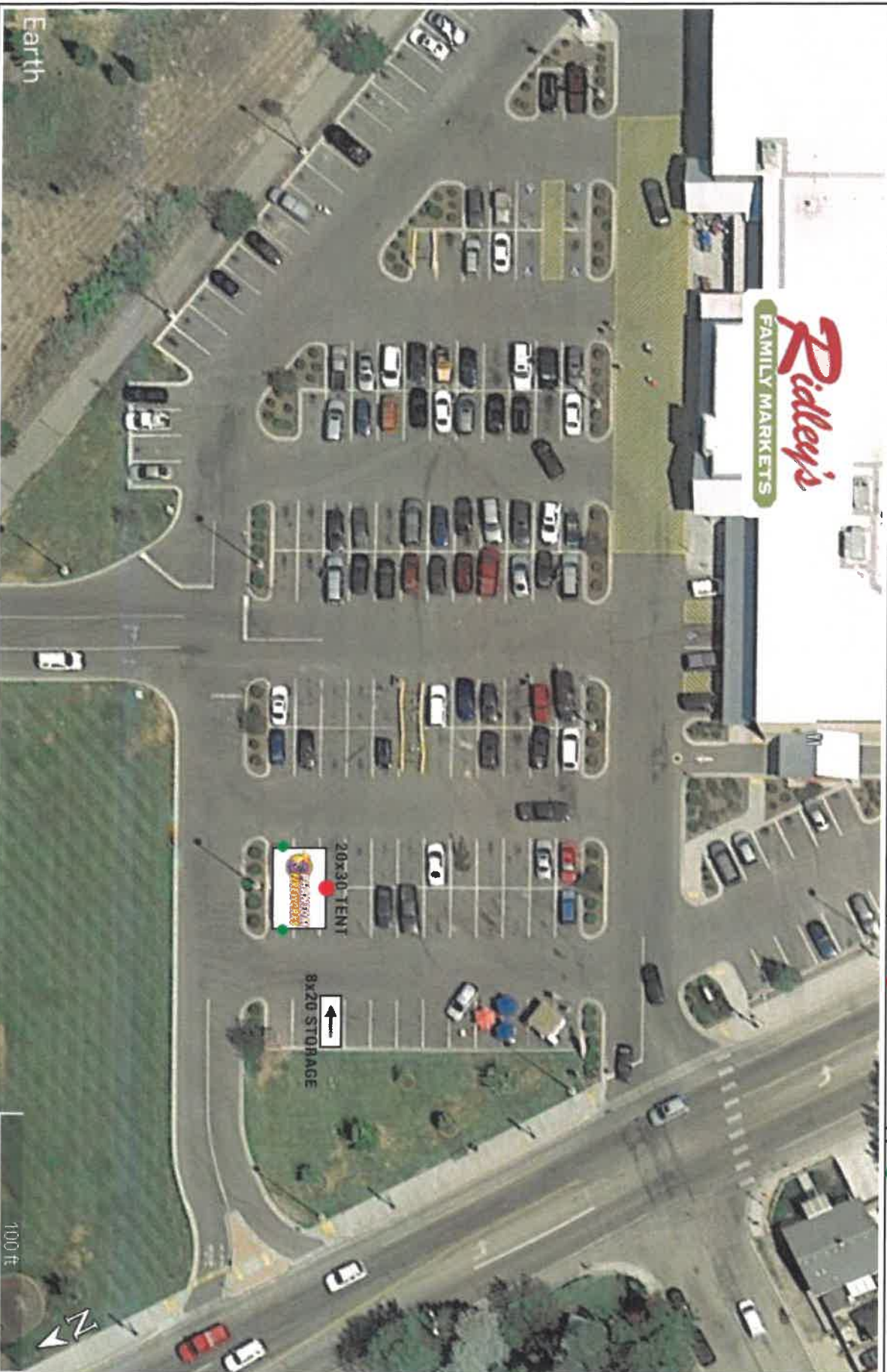
Not Up Before: 6/15/2021

Water Barrel / Stake: Water Barrels / Weights

Removed By: 7/10/2021

Map is to scale. Please pay close attention to exact placement of tent, cords, exit signs and direction container doors face. —→

● Extension cord(s) ● Exit Locations







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 216-658-7100 <b>E-MAIL</b> ADDRESS: info@brittongallagher.com <b>FAX</b> (A/C, No): 216-658-7101														
<b>INSURED</b> Phantom Fireworks Eastern Region, LLC 2445 Belmont Avenue Youngstown OH 44505	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B : Axis Surplus Ins Company</td><td>26620</td></tr><tr><td>INSURER C : Arch Speciality Ins Co</td><td>21199</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Axis Surplus Ins Company	26620	INSURER C : Arch Speciality Ins Co	21199	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 647646590**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Non-Owned Stand End't Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	SI8GL00643-201	10/30/2020	10/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	UXP0057739-06	10/30/2020	10/30/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability #2	Y	P-001-000046155-03	10/30/2020	10/30/2021	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

The Certificate relates to the operations of Phantom Fireworks Eastern Region LLC

Tent Location: Ridley's Family Market 430 E Main, Middleton, ID 83644

Dates of Operation: 06/15 - 07/15

Additional insured: City of Middleton, ID and all of their officers, directors, employees, agents, representatives, contractors, and subcontractors

**CERTIFICATE HOLDER****CANCELLATION**Ridley's Family Markets, Inc.  
621 Washington Street S  
Twin Falls ID 83301-5519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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May 17, 2021

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

RE: Non-Areal Fireworks Stand Application

To Whom It May Concern:

The Middleton Rural Fire District has reviewed the application received on May 14, 2021, for a Temporary Non-Areal Fireworks stand submitted by Phantom Fireworks. The temporary stand will be located in the Ridley's Family Market parking lot (430 E. Main St., Middleton, ID).

Documents	Notes
Bond and Certificate	Reviewed by V.Islas
Site Map	Reviewed by V.Islas
Product List	Reviewed by V.Islas
Property Utilization Agreement	Reviewed by V.Islas
Fire District Fee	Reviewed by V.Islas

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

1. Temporary stand shall pass a Fire Safety Inspection before products are sold.

If you have any questions or would like to discuss this letter in detail, please feel free to contact my office at (208) 585-6650.

Sincerely,

Victor Islas  
Deputy Chief  
vislas@starfirerescue.org

Middleton Rural Fire District  
302 E. Main Street  
Middleton, Idaho 83644

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



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
  
STAR SEWER AND WATER DISTRICT  
AND THE  
CITY OF MIDDLETON, IDAHO**

**I.     INTRODUCTION**

This Memorandum of Understanding (MOU) is between the Star Sewer and Water District (DISTRICT) and the City of Middleton (CITY) jointly referred to as the "Parties."

**II.    PURPOSE**

The purpose of this MOU is to establish a process when a property owner requests water and sewer service by the DISTRICT and:

1. The property to be served is contiguous with the corporate limits of CITY; or
2. The property to be served is located within CITY's impact area as established by Idaho Code Section 67-6526.

Further, because both Parties operate water and sewer systems, this MOU expresses the mutual need and the intent of the Parties to jointly master plan the development and extension of water and sewer services in CITY's impact area to minimize overlapping service areas and maximize the efficiency of each Party's systems.

**III.   AUTHORITIES**

The authorities for the Parties to enter into this agreement include, but are not limited to, the following:

1. Idaho Code Title 42 — Irrigation and Drainage, Chapter 32 Water and Sewer Districts.
2. Idaho Code Title 50 - Municipal Corporations.
3. Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

**IV.    ROLES AND RESPONSIBILITIES**

A. The DISTRICT roles and responsibilities include:

1. Upon a request to annex into the DISTRICT boundaries and west of CanAda Road, the DISTRICT shall notify the CITY of the request.
2. The DISTRICT will consult with and keep the CITY informed on the

progress of the application.

3. Upon written notice and request by the CITY, the DISTRICT will require that the applicant seek annexation into the CITY limits as part of approval into the DISTRICT if the applicant's property is contiguous with then-existing corporate limits of CITY. If Applicant will not annex or pre-annex into city, District will refrain from providing services to applicant's property.

4. Upon written notice and request by the CITY, the DISTRICT will require that the applicant enter into a pre-annexation agreement with CITY if the applicant's property is not contiguous with then-existing corporate limits of CITY but is located within CITY's impact area as established by Idaho Code Section 67-6526. If Applicant will not enter into such an agreement, District will not provide services to applicant's property.

5. DISTRICT will work in good faith, immediately upon execution of this MOU, to coordinate planned system improvements and extensions in CITY's impact area with CITY's planned system improvements and extensions.

B. The CITY's roles and responsibilities include:

1. Upon notice from the DISTRICT of a proposed annexation into the DISTRICT, the CITY shall make a determination whether the CITY finds it is in CITY's best interest to annex the property or, if the property is not contiguous to CITY limits, whether it is in CITY's best interest to require a pre-annexation agreement between the property owner and CITY.

2. Within 30 days of notice by the DISTRICT, the CITY shall provide a written reply to the DISTRICT whether the property should be annexed into the CITY or a pre-annexation agreement required.

3. CITY will keep DISTRICT informed regarding the boundaries of CITY's corporate limits and impact area boundary.

4. CITY will work in good faith, immediately upon execution of this MOU, to coordinate planned system improvements and extensions in CITY's impact area with DISTRICT's planned system improvements and extensions.

**V. COMPLIANCE WITH APPLICABLE LAWS; SEVERABILITY**

This MOU is subject to all applicable State and Federal laws, regulations and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the Parties under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether

or not these laws and regulations are specifically listed herein.

**VI. TERM; AMENDMENTS; AND TERMINATION**

A. Term of MOU. This MOU is effective upon the date last signed and executed by a duly authorized representative of the Parties.

B. Amendments:

1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of both Parties.

2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

C. Termination. This MOU may be unilaterally terminated at any time by either of the Parties, following at least 30 days written notice to the other Party.

**VII. SIGNATURES**

A. All signatories have the appropriate delegation of authority to sign this MOU.

B. The Parties hereto have executed this MOU on the dates shown below.

For the DISTRICT:

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

Title \_\_\_\_\_

For the CITY:

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

Title \_\_\_\_\_

Attest:

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

